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| File ID Number | 24-0683 |
| Introduction Date | 4/10/24 |
| Enactment Number | 24-0633 |
| Enactment Date | 4/10/2024 os |

Board Cover Memorandum

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Sondra Aguilera, Chief Academic Officer

Meeting Date April 10, 2024

Subject Services Agreement 2023-2024 - Subcontract with the YMCA of the East Bay for a portion of the District's Fiscal Year 2023-24 Child Development Funding from IEEEP Grant - Early Childhood Education

Ask of the Board

Approve Services Agreement
 Ratify Services Agreement

Services Approval by the Board of Education of Resolution No. 2324-0161 - Authorizing Subcontracting of a portion of the District's Fiscal Year 2023-2024 Child Development Funds, with YMCA of the East Bay, Oakland, CA, a Not-for-Profit Child Development Agency, in an amount not to exceed \$487,872.60, and approving said subcontract with same, for the purpose of provide classroom renovation using Oakland Unified School District's Funding from 6128 Inclusive Early Learning Education Expansion Program Grant (IEEEP) from the Alameda County Office of Education. Funding for classroom renovation/new facility construction that will assist children with disabilities via the Early Childhood Education Department.

Term Start Date: July 1, 2023 End Date: December 31, 2024

Not-To-Exceed Amount \$487,872.60

Background Oakland Unified School District Early Learning Department successfully applied in partnership with Alameda County Office of Education for early learning inclusion support for all 28 sites. Additionally, OUSD included early learning programs in its LEA service area composed of, but not limited to YMCA of the East Bay as a requirement of the grant. The YMCA of the East Bay will provide classroom renovation using Oakland Unified School District's Funding from 6128 Inclusive Early Learning Education Expansion Program Grant (IEEEP) from the Alameda County Office of Education. Funding for classroom renovation/new facility construction that will assist children with disabilities.

Funding Source(s)

Funding Resource Name: 6128 Inclusive Early Learning Education Expansion Program Grant (IEEEP) will subcontract services for the amount not to exceed \$487,872.60.

Attachment(s)

- Resolution No. 2324-0161 Authorizing Subcontract to YMCA of the East Bay a portion of the District's Grant Funding
- Service Agreement with YMCA
- General Liability Insurance
- 6128 IEEEEP Grant MOU
- 6128 IEEEEP Grant Addendum
- YMCA Total Funding Documentation

**RESOLUTION OF THE
BOARD OF EDUCATION OF THE
OAKLAND UNIFIED SCHOOL DISTRICT**

Resolution No. 2324-0161

**Authorizing Subcontract to the YMCA of the Eastbay a Portion of District's Fiscal Year 2023-24
Child Development Funding**

WHEREAS, subcontracting a portion of the District's State contract is authorized and permissible under State regulations;

WHEREAS, absent subcontracting, the unearned amounts would likely not be earned;

WHEREAS, subcontracting will not prevent the District from continuing to enroll students or to open new classrooms in the District's Early Childhood Education ("ECE") program;

WHEREAS, subcontracting will not result in a reduction in children served or staff employed by the District to serve students in the ECE program; and

NOW, THEREFORE, BE IT RESOLVED, the Board of Education ("Board") approves the agreement with YMCA of the Eastbay, incorporated herein by reference, to subcontract for the identified portion of the District's contract.

PASSED AND ADOPTED on April 10, 2024, by the Governing Board of the Oakland Unified School District by the following vote:

PREFERENTIAL AYE: None

PREFERENTIAL NOE: None

PREFERENTIAL ABSTENTION: None

PREFERENTIAL RECUSE: None

AYES: Jennifer Brouhard, VanCedric Williams, Valerie Bachelor, Jorge Lerma, Clifford Thompson,
 President Benjamin Davis

NOES: None

ABSTAINED: None

RECUSED: None

ABSENT: Vida Mendoza (Student Director), Anevay Cruz (Student Director), Vice President Mike Hutchinson

CERTIFICATION

We hereby certify that the foregoing is a full, true, and correct copy of a Resolution passed at a Regular Meeting of the Board of Education of the Oakland Unified School District held on April 10, 2024.

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OAKLAND UNIFIED SCHOOL DISTRICT



Benjamin "Sam" Davis
President, Board of Education



Kyla Johnson-Trammell
Superintendent and Secretary, Board of Education



SERVICES AGREEMENT

This Services Agreement (“AGREEMENT”) is a legally binding contract entered into between the Oakland Unified School District (“OUSD”) and the entity or individual (“VENDOR,” together with OUSD, “PARTIES”) named in **Exhibit A**, attached hereto and incorporated herein by reference. Unless otherwise stated herein, “VENDER INDIVIDUAL” includes (to the extent they exist): VENDOR Board members, officers, trustees, and directors; VENDOR employees, agents, consultants, contractors and subcontractors, representatives, and other similar individuals; and volunteers and others unpaid persons under VENDOR’s direction, invitation, or control.

The PARTIES hereby agree as follows:

1. **Services.** VENDOR shall provide the services (“SERVICES”) as described in **Exhibit A**.
2. **Term.** The term (“TERM”) of this AGREEMENT is established in **Exhibit A**.
3. **Compensation.**
 - a. Over the TERM, OUSD agrees to pay VENDOR the amount of money stated in **Exhibit A** for satisfactorily performing the SERVICES. OUSD shall not pay and shall not be liable to VENDOR for any costs or expenses paid or incurred by VENDOR not described in **Exhibit A**.
 - b. Compensation for SERVICES performed outside of the TERM (e.g., prior to execution of this AGREEMENT or after its termination) shall be at OUSD’s sole discretion and in an amount solely determined by OUSD. VENDOR agrees that it shall not expect or demand compensation for the performance of such SERVICES.
 - c. VENDOR acknowledges and agrees not to expect or demand compensation for any SERVICES performed prior to the PARTIES, particularly OUSD, validly and properly executing this AGREEMENT and VENDOR shall not rely on verbal or written communication from any individual, other than the OUSD Superintendent or the OUSD Legal Counsel, stating that OUSD has validly and properly executed this AGREEMENT.
 - d. Payment for SERVICES shall be made for all undisputed amounts no more frequently than in monthly installment payments within sixty (60) days after VENDOR submits an invoice to OUSD, in accordance with Paragraph 4 (Invoicing), for the SERVICES actually performed and after OUSD’s written approval that the SERVICES were actually performed. The granting of any payment by OUSD, or the receipt thereof by VENDOR, shall in no way lessen the liability of VENDOR to correct unsatisfactory performance of SERVICES, even if the unsatisfactory character of the performance was not apparent or detected at the time a payment was made. If OUSD determines that VENDOR’s performance does not conform to the requirements of this AGREEMENT, VENDOR agrees to correct its performance without delay.

4. **Invoicing.** Invoices furnished by VENDOR under this AGREEMENT must be in a form acceptable to OUSD.
 - a. All amounts paid by OUSD shall be subject to audit by OUSD. Invoices shall include, without limitation: VENDOR name, VENDOR address, invoice date, invoice number, purchase order number, name of school or department to which the SERVICES were provided, name(s) of the person(s) performing the SERVICES, date(s) the SERVICES were performed, brief description of the SERVICES provided on each date, total invoice amount, and the basis for the total invoice amount (e.g., if hourly rate, the number of hours on each date and the rate for those hours).
 - b. If OUSD, at its sole discretion, determines an invoice fails to include the required elements, OUSD will not pay the invoice and will inform VENDOR of the missing items; VENDOR shall resubmit an invoice that includes the required elements before OUSD will pay the invoice.
 - c. Invoices must be submitted no more frequently than monthly, and within 30 days of the conclusion of the applicable billing period. OUSD reserves the right to refuse to pay untimely invoices.
 - d. OUSD reserves the right to add or change invoicing requirements. If OUSD does add or change invoicing requirements, it shall notify VENDOR in writing and the new or modified requirements shall be mandatory upon receipt by VENDOR of such notice.
 - e. To the extent that VENDOR has described how the SERVICES may be provided both in-person and not in-person, VENDOR's invoices shall—in addition to any invoice requirement added or changed under subparagraph (d)—indicate whether the SERVICES were provided in-person or not.
 - f. All invoices furnished by VENDOR under this AGREEMENT shall be delivered to OUSD via email unless OUSD requests, in writing, a different method of delivery.
5. **Suspension.** If OUSD, at its sole discretion, develops health and safety concerns related to VENDOR's provision of SERVICES, then the OUSD Superintendent or an OUSD Chief may, upon approval by OUSD legal counsel, issue a notice to VENDOR to suspend this AGREEMENT, in which case VENDOR shall stop providing SERVICES under this AGREEMENT until further notice from OUSD. OUSD shall compensate VENDOR for the SERVICES satisfactorily provided through the date of suspension.
6. **Termination.** Upon termination consistent with this Paragraph (Termination), VENDOR shall provide OUSD with all materials produced, maintained, or collected by VENDOR pursuant to this AGREEMENT, whether or not such materials are complete or incomplete or are in final or draft form.
 - a. For Convenience by OUSD. OUSD may at any time terminate this AGREEMENT upon thirty (30) days prior written notice to VENDOR. OUSD shall compensate VENDOR for SERVICES satisfactorily provided through the date of termination. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief may issue the termination notice without prior approval by the OUSD Governing Board, in which case this AGREEMENT would terminate upon ratification of the termination by the OUSD Governing Board or thirty (30) days after the notice was

provided, whichever is later. VENDOR shall immediately stop providing SERVICES upon receipt of the termination notice from the OUSD Superintendent or OUSD Chief.

- b. For Cause. Either PARTY may terminate this AGREEMENT by giving written notice of its intention to terminate for cause to the other PARTY. Written notice shall contain the reasons for such intention to terminate, which shall include (i) material violation of this AGREEMENT or (ii) if either PARTY is adjudged bankrupt, makes a general assignment for the benefit of creditors, or a receiver is appointed on account of its insolvency. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief may issue the termination notice without prior approval by the OUSD Governing Board, in which case this AGREEMENT would terminate upon ratification of the termination by the OUSD Governing Board or three (3) days after the notice was provided, whichever is later, unless the condition or violation ceases or satisfactory arrangements for its correction are made. VENDOR shall immediately stop providing SERVICES upon receipt of the termination notice from the OUSD Superintendent or OUSD Chief.
 - c. Due to Unforeseen Emergency or Acts of God. Notwithstanding any other language of this AGREEMENT, if there is an unforeseen emergency or an Act of God during the TERM that would prohibit or limit, at the sole discretion of OUSD, the ability of VENDOR to perform the SERVICES, OUSD may terminate this AGREEMENT upon seven (7) days prior written notice to VENDOR. The OUSD Governing Board may issue this type of termination notice or the OUSD Superintendent, upon approval by OUSD legal counsel, may issue this type of the termination notice without the need for approval or ratification by the OUSD Governing Board. VENDOR shall immediately stop providing SERVICES upon receipt of the termination notice from the OUSD Superintendent.
 - d. Due to Failure to Ratify by OUSD Board. If, consistent with Paragraph 41 (Signature Authority), this AGREEMENT is executed on behalf of OUSD by the signature of the Superintendent, a Chief, a Deputy Chief, or an Executive Director, and the Board thereafter declines to ratify this AGREEMENT, this AGREEMENT shall automatically terminate on the date that the Board declines to ratify it. OUSD shall compensate VENDOR for the SERVICES satisfactorily provided through the date of termination.
7. **Data and Information Requests.**
- a. VENDOR shall timely provide OUSD with any data and information OUSD reasonably requests related to the provision of the SERVICES.
 - b. VENDOR shall register with and maintain current information within OUSD's Community Partner database unless OUSD communicates to VENDOR in writing otherwise, based on OUSD's determination that the SERVICES are not related to community school outcomes. If and when VENDOR's programs and school site(s) change (either midyear or in subsequent years), VENDOR shall promptly update the information in the database.

8. **Confidentiality and Data Privacy.**
- a. OUSD may share information with VENDOR pursuant to this AGREEMENT in order to further the purposes thereof. VENDOR and VENDOR INDIVIDUALS shall maintain the confidentiality of all information received in the course of performing the SERVICES, provided such information is (i) marked or identified as “confidential” or “privileged,” or (ii) reasonably understood to be confidential or privileged.
 - b. VENDOR understands that student data is confidential. VENDOR or VENDOR INDIVIDUALS may only access or receive identifiable student data, other than directory information, in connection with this AGREEMENT only after VENDOR and OUSD execute (i) a California Student Data Privacy Agreement (“CSDPA”) or CSDPA Exhibit E, if VENDOR is a software vendor, or (ii) the OUSD Data Sharing Agreement, if VENDOR is not a software vendor. Notwithstanding Paragraph 24 (Indemnification), should VENDOR or VENDOR INDIVIDUALS access or receive identifiable student data, other than directory information, without first executing such an agreement, VENDOR shall be solely liable for any and all claims or losses resulting from its access or receipt of such data.
 - c. All confidentiality requirements, including those set forth in the separate data sharing agreement, extend beyond the termination of this AGREEMENT.
9. **Copyright/Trademark/Patent/Ownership.** VENDOR understands and agrees that all matters produced under this AGREEMENT, excluding any intellectual property that existed prior to execution of this AGREEMENT, 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. 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 VENDOR in connection with the SERVICES performed under this AGREEMENT. VENDOR cannot use, reproduce, distribute, publicly display, perform, alter, remix, or build upon matters produced under this AGREEMENT without OUSD’s express written permission. OUSD shall have all right, title and interest in said matters, including the right to register the copyright, trademark, and/or patent of said matter in the name of OUSD. OUSD may, with VENDOR’s prior written consent, use VENDOR’s name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.
10. **Alignment and Evaluation.**
- a. VENDOR agrees to work and communicate with OUSD staff, both formally and informally, to ensure that the SERVICES are aligned with OUSD’s mission and are meeting the needs of students as determined by OUSD.
 - b. OUSD may evaluate VENDOR or VENDOR INDIVIDUALS in any reasonable manner which is permissible under the law. OUSD’s evaluation may include, without limitation: (i) requesting that OUSD employee(s) evaluate the performance of

VENDOR or VENDOR INDIVIDUALS, and (ii) announced and unannounced observance of VENDOR or VENDOR INDIVIDUALS.

11. **Inspection and Approval.** VENDOR agrees that OUSD has the right and agrees to provide OUSD with the opportunity to inspect any and all aspects of the SERVICES performed including, but not limited to, any materials (physical or electronic) produced, created, edited, modified, reviewed, or otherwise used in the preparation, performance, or evaluation of the SERVICES. In accordance with Paragraph 3 (Compensation), the SERVICES performed by VENDOR must meet the approval of OUSD, and OUSD reserves the right to direct VENDOR to redo the SERVICES, in whole or in part, if OUSD, in its sole discretion, determines that the SERVICES were not performed in accordance with this AGREEMENT.
12. **Equipment and Materials.** VENDOR shall provide all equipment, materials, and supplies necessary for the performance of this AGREEMENT.
13. **Legal Notices.** Based on contact information set forth in **Exhibit A**, all legal notices provided for under this AGREEMENT shall be sent: (i) via email, (ii) personally delivered during normal business hours, or (iii) sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other PARTY. Notice shall be effective when received if personally served or emailed or, if mailed, three days after mailing. Either PARTY must give written notice of a change of mailing address or email.
14. **Status.**
 - a. This is not an employment contract. VENDOR, in the performance of this AGREEMENT, shall be and act as an independent contractor.
 - b. If VENDOR is a natural person, VENDOR verifies all of the following:
 - (i) VENDOR is free from the control and direction of OUSD in connection with VENDOR's work;
 - (ii) VENDOR's work is outside the usual course of OUSD's business; and
 - (iii) VENDOR is customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the work performed for OUSD.
 - c. If VENDOR is a business entity, VENDOR understands and agrees that it and any and all VENDOR INDIVIDUALS shall not be considered employees 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. VENDOR 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 VENDOR INDIVIDUALS. VENDOR verifies all of the following:
 - (i) VENDOR is free from the control and direction of OUSD in connection with the performance of the work;
 - (ii) VENDOR is providing the SERVICES directly to OUSD rather than to customers of OUSD;

- (iii) the contract between OUSD and VENDOR is in writing;
- (iv) VENDOR has the required business license or business tax registration, if the work is performed in a jurisdiction that requires VENDOR to have a business license or business tax registration;
- (v) VENDOR maintains a business location that is separate from the business or work location of OUSD;
- (vi) VENDOR is customarily engaged in an independently established business of the same nature as that involved in the work performed;
- (vii) VENDOR actually contracts with other businesses to provide the same or similar services and maintains a clientele without restrictions from OUSD;
- (viii) VENDOR advertises and holds itself out to the public as available to provide the same or similar services;
- (ix) VENDOR provides its own tools, vehicles, and equipment to perform the SERVICES;
- (x) VENDOR can negotiate its own rates;
- (xi) VENDOR can set its own hours and location of work; and
- (xii) VENDOR is not performing the type of work for which a license from the Contractor's State License Board is required, pursuant to Chapter 9 (commencing with section 7000) of Division 3 of the Business and Professions Code.

15. **Qualifications, Training, and Removal.**

- a. VENDOR represents and warrants that VENDOR and all VENDOR INDIVIDUALS have the necessary and sufficient experience, qualifications, and ability to perform the SERVICES in a professional manner, without the advice, control or supervision of OUSD. VENDOR will perform the SERVICES in accordance with generally and currently accepted principles and practices of its profession for services to California school districts and in accordance with applicable laws, codes, rules, regulations, and/or ordinances.
- b. VENDOR represents and warrants that all VENDOR INDIVIDUALS are specially trained, experienced, competent and fully licensed to provide the SERVICES identified in this AGREEMENT 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.
- c. VENDOR agrees to immediately remove or cause the removal of any VENDOR INDIVIDUAL from OUSD property upon receiving notice from OUSD of such desire. OUSD is not required to provide VENDOR with a basis or explanation for the removal request.

16. **Certificates/Permits/Licenses/Registration.** VENDOR shall ensure that all VENDOR INDIVIDUALS secure and maintain in force such certificates, permits, licenses, and registration as are required by law in connection with the furnishing of the SERVICES pursuant to this AGREEMENT.

17. Insurance.

- a. Commercial General Liability Insurance. VENDOR shall maintain Commercial General Liability Insurance, including automobile coverage, with limits of at least one million dollars (\$1,000,000) per occurrence, and two million dollars (\$2,000,000) aggregate, sexual misconduct, harassment, bodily injury and property damage. Coverage for corporal punishment, sexual misconduct, and harassment may either be provided through General Liability Insurance or Professional Liability Insurance. 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 this AGREEMENT (and within 15 days of each new policy year thereafter during the TERM). Evidence of insurance shall be attached to this AGREEMENT or otherwise provided to OUSD upon request. 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 VENDOR. The policy shall protect VENDOR 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. The requirements of this subparagraph may be specifically waived as noted in **Exhibit A**.
- b. Workers' Compensation Insurance. VENDOR shall procure and maintain, at all times during the TERM of this AGREEMENT, 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. The requirements of this subparagraph may be specifically waived as noted in **Exhibit A**.

18. Testing and Screening.

- a. Tuberculosis Screening. VENDOR shall ensure that all VENDOR INDIVIDUALS who will be working at OUSD sites for more than six hours in total during the TERM or who work with students (regardless of the length of time) have submitted to a tuberculosis risk assessment as required by Education Code section 49406 within the prior 60 days. If tuberculosis risk factors were identified for a VENDOR INDIVIDUAL, that VENDOR INDIVIDUAL must submit to an intradermal or other approved tuberculosis examination to determine if that VENDOR INDIVIDUAL is free of infectious tuberculosis. If the results of the examination are positive, VENDOR shall obtain an x-ray of the lungs. VENDOR, at its discretion, may choose to submit a VENDOR INDIVIDUAL to the examination instead of the risk assessment. The requirements of this subparagraph may be specifically waived as noted in **Exhibit A**.
- b. Fingerprinting/Criminal Background Investigation. For all VENDOR INDIVIDUALS providing the SERVICES, VENDOR shall ensure completion of fingerprinting and criminal background investigation and shall request and regularly review

subsequent arrest records. VENDOR confirms that no VENDOR INDIVIDUAL providing the SERVICES has been convicted of a felony, as that term is defined in Education Code section 45122.1. VENDOR shall provide the results of the investigations and subsequent arrest notifications to OUSD. For purposes of this subparagraph, VENDOR shall use either California Department of Justice or Be A Mentor, Inc. (<http://beamentor.org/OUSDPartner>) finger-printing and subsequent arrest notification services. The requirements of this subparagraph may be specifically waived as noted in **Exhibit A**.

19. **Incident/Accident/Mandated Reporting.**

- a. VENDOR shall notify OUSD, via email pursuant to Paragraph 13 (Legal Notices), within twelve (12) hours of learning of any significant accident or incident in connection with the provision of the SERVICES. Examples of a significant accident or incident include, without limitation, an accident or incident that involves law enforcement, or possible or alleged criminal activity, or possible or actual exposure to a communicable disease such as COVID-19. VENDOR shall properly submit required accident or incident reports within one business day pursuant to the procedures specified by OUSD. VENDOR shall bear all costs of compliance with this Paragraph.
- b. To the extent that a VENDOR INDIVIDUAL is included on the list of mandated reporters found in Penal Code section 11165.7, VENDOR agrees to inform that VENDOR INDIVIDUAL, in writing, that they are a mandated reporter, and describing the associated obligations to report suspected cases of abuse and neglect pursuant to Penal Code section 11166.5.

20. **Health and Safety Orders and Requirements; Site Closures.**

- a. VENDOR shall adhere to any health or safety orders or requirements issued at the time of the execution of this AGREEMENT or in the future by OUSD or other public entities ("Orders").
- b. Except as possibly stated otherwise in **Exhibit A**, VENDOR is able to meet its obligations and perform the SERVICES required pursuant to this AGREEMENT in accordance with any Order; to the extent that VENDOR becomes unable to do so, VENDOR shall immediately inform OUSD in writing.
- c. Except as possibly stated otherwise in **Exhibit A**, to the extent that there may be a site closure (e.g., due to poor air quality, planned loss of power, strike) or similar event in which school sites and/or District offices may be closed or otherwise inaccessible, VENDOR is able to meet its obligations and perform the SERVICES required pursuant to this AGREEMENT; to the extent that VENDOR becomes unable to do so, VENDOR shall immediately inform OUSD in writing.
- d. VENDOR shall bear all costs of compliance with this Paragraph, including but not limited lost compensation for failure to provide SERVICES.

21. **Conflict of Interest.**
- a. VENDOR and all VENDOR INDIVIDUALS shall abide by and be subject to all applicable, regulations, statutes, or other laws regarding conflict of interest. VENDOR shall not hire, contract with, or employ any officer or employee of OUSD during the TERM without the prior approval of OUSD Legal Counsel.
 - b. VENDOR affirms, to the best of his/her/its knowledge, that there exists no actual or potential conflict of interest between VENDOR's family, business, or financial interest and the SERVICES provided under this AGREEMENT, and in the event of any change in either private interest or the SERVICES under this AGREEMENT, any question regarding a possible conflict of interest which may arise as a result of such change will be immediately brought to OUSD's attention in writing.
 - c. Through its execution of this AGREEMENT, VENDOR acknowledges that it is familiar with the provisions of section 1090 *et seq.* and section 87100 *et seq.* of the Government Code, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event VENDOR receives any information subsequent to execution of this AGREEMENT which might constitute a violation of said provisions, VENDOR agrees it shall immediately notify OUSD in writing.
22. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion.** VENDOR certifies, to the best of 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 AGREEMENT, certifies that neither it nor its principals appear on the Excluded Parties List (<https://www.sam.gov/>).
23. **Limitation of OUSD Liability.** Other than as provided in this AGREEMENT, OUSD's financial obligations under this AGREEMENT shall be limited to the compensation described in Paragraph 3 (Compensation). Notwithstanding any other provision of this AGREEMENT, 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 AGREEMENT for the SERVICES performed in connection with this AGREEMENT.
24. **Indemnification.**
- a. To the furthest extent permitted by California law, VENDOR shall indemnify, defend and hold harmless OUSD, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers ("OUSD 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 VENDOR's performance of this AGREEMENT. VENDOR also agrees to hold harmless, indemnify, and defend OUSD Indemnified Parties from any and all claims or losses incurred by any supplier or subcontractor furnishing work, services, or materials to VENDOR arising out of the performance of this AGREEMENT. VENDOR shall, to the fullest extent permitted by California law, defend OUSD Indemnified Parties at VENDOR's own expense, including attorneys'

fees and costs, and OUSD shall have the right to accept or reject any legal representation that VENDOR proposes to defend OUSD Indemnified Parties.

- b. To the furthest extent permitted by California law, OUSD shall indemnify, defend, and hold harmless VENDOR and VENDOR INDIVIDUALS from any and all claims or losses accruing or resulting from injury, damage, or death of any person or entity arising out of OUSD's performance of this AGREEMENT. OUSD shall, to the fullest extent permitted by California law, defend VENDOR and VENDOR INDIVIDUALS at OUSD's own expense, including attorneys' fees and costs.
25. **Audit.** VENDOR shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of VENDOR transacted under this AGREEMENT. VENDOR shall retain these books, records, and systems of account during the TERM and for three (3) years after the earlier of (i) the TERM or (ii) the date of termination. VENDOR shall permit OUSD, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the SERVICES covered by this AGREEMENT. Audit(s) may be performed at any time, provided that OUSD shall give reasonable prior notice to VENDOR and shall conduct audit(s) during VENDOR'S normal business hours, unless VENDOR otherwise consents.
26. **Non-Discrimination.** It is the policy of OUSD that, in connection with all work performed under legally binding agreements, 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, VENDOR 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, VENDOR agrees to require like compliance by all its subcontractor (s). VENDOR 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.
27. **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, VENDORS, or subcontractors are to use controlled substances, alcohol or tobacco on these sites.
28. **Waiver.** No delay or omission by either PARTY in exercising any right under this AGREEMENT shall operate as a waiver of that or any other right or prevent a subsequent act from constituting a violation of this AGREEMENT.
29. **Assignment.** The obligations of VENDOR under this AGREEMENT shall not be assigned by VENDOR without the express prior written consent of OUSD and any assignment without the express prior written consent of OUSD shall be null and void.

30. **No Rights in Third Parties.** This AGREEMENT does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
31. **Litigation.** This AGREEMENT shall be deemed to 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 AGREEMENT.
32. **Incorporation of Recitals and Exhibits.** Any recitals and exhibits attached to this AGREEMENT are incorporated herein by reference. VENDOR agrees that to the extent any recital or document incorporated herein conflicts with any term or provision of this AGREEMENT, the terms and provisions of this AGREEMENT shall govern.
33. **Integration/Entire Agreement of Parties.** This AGREEMENT constitutes the entire agreement between the PARTIES and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This AGREEMENT may be amended or modified only by a written instrument executed by both PARTIES.
34. **Severability.** If any term, condition, or provision of this AGREEMENT 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.
35. **Provisions Required By Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this AGREEMENT shall be deemed to be inserted herein and this AGREEMENT shall be read and enforced as though it were included therein.
36. **Captions and Interpretations.** Paragraph headings in this AGREEMENT are used solely for convenience, and shall be wholly disregarded in the construction of this AGREEMENT. No provision of this AGREEMENT shall be interpreted for or against a PARTY because that PARTY or its legal representative drafted such provision, and this AGREEMENT shall be construed as if jointly prepared by the PARTIES.
37. **Calculation of Time.** For the purposes of this AGREEMENT, "days" refers to calendar days unless otherwise specified and "hours" refers to hours regardless of whether it is a work day, weekend, or holiday.
38. **Counterparts and Electronic Signature.** This AGREEMENT, and all amendments, addenda, and supplements to this 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 PARTY 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. Through its execution of this AGREEMENT, each PARTY waives 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.

39. **W-9 Form.** If VENDOR is doing business with OUSD for the first time, VENDOR acknowledges that it must complete and return a signed W-9 form to OUSD.
40. **Agreement Publicly Posted.** This AGREEMENT, its contents, and all incorporated documents are public documents and will be made available by OUSD to the public online via the Internet.
41. **Signature Authority.**
 - a. Each PARTY has the full power and authority to enter into and perform this AGREEMENT, and the person(s) signing this AGREEMENT on behalf of each PARTY has been given the proper authority and empowered to enter into this AGREEMENT.
 - b. Notwithstanding subparagraph (a), VENDOR acknowledges, agrees, and understands (i) that only the Superintendent, and the Chiefs, Deputy Chiefs, and Executive Directors who have been delegated such authority, may validly sign contracts for OUSD and only under limited circumstances, and (ii) that all such contract still require ratification by the OUSD Governing Board. VENDOR agrees not to accept the signature of another other individual as having the proper authority to enter into this AGREEMENT on behalf of OUSD.
42. **Contract Contingent on Governing Board Approval.** The PARTIES acknowledge, agree, and understand that OUSD shall not be bound by the terms of this AGREEMENT unless and until it has been (i) formally approved by OUSD's Governing Board or (ii) validly and properly executed by the OUSD Superintendent, a Chief, or a Deputy Chief authorized by the Education Code or Board Policy, and no compensation shall be owed or made to VENDOR absent such formal approval or valid and proper execution.

REST OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the PARTIES hereto agree and execute this AGREEMENT and to be bound by its terms and conditions:

VENDOR

Name: Fran Gallati

Signature:  _____

Position: President and CEO

Date: 2/14/2024 | 1:54 PM PST

One of the terms and conditions to which VENDOR specifically agrees by its signature is subparagraph (c) of Paragraph 3 (Compensation), which states that VENDOR acknowledges and agrees not to expect or demand compensation for any SERVICES performed prior to the PARTIES, particularly OUSD, validly and properly executing this AGREEMENT and shall not rely on verbal or written communication from any individual, other than the OUSD Superintendent or OUSD Legal Counsel, stating that OUSD has validly and properly executed this AGREEMENT.

OUSD

Name: Benjamin Davis

Signature:  _____

Position: Board President

Date: 4/11/2024

- Board President (for approvals)
- Chief/Deputy Chief/Executive Director (for ratifications)

Name: Dr. Kyla Johnson-Trammell

Signature:  _____

Position: Superintendent

Date: 4/11/2024

Template approved as to form by OUSD Legal Department

**SERVICES AGREEMENT
EXHIBIT A**

(Paragraph numbers in Exhibit A corresponds to the applicable Paragraph number in this Agreement.)

VENDOR YMCA of the East Bay

1. **Services.** Describe the SERVICES VENDOR will provide:
Oakland Unified School District Early Learning Department successfully applied in partnership with Alameda County Office of Education for early learning inclusion support for all 28 sites. Vendor will provide classroom renovation using a portion of Oakland Unified School District's funding from 6128 Inclusive Early Learning Education Expansion Program Grant (IEEEP) from the Alameda County Office of Education which shall not exceed the funding amount listed below in 3(c). Vendor shall use the funding allocation only for classroom renovation that will assist children with disabilities, including children with severe disabilities, with increasing access to inclusive Early Learning and Care programs, and is available to use by both OUSD and their ELC consortium. All facilities projects must be undertaken to meet Americans with Disabilities Act (ADA) compliance and universal design for learning. ADA compliance projects are preferred and major maintenance projects that increase accessibility for children with disabilities in ELCD programs. All ADA repairs or renovations must comply with the ADA and ABA accessibility Guidelines for Buildings and Facilities. Upon OUSD's request, YMCA will provide evidence of a facilities development plan that meets all school facility requirements and local building and renovation code requirements. This evidence must include a detailed plan that describes all renovation activities that are planned, a timeline for the planned activities, start dates, progress benchmarks, and final completion. . All work must be initiated before July 31, 2021 and will be utilized to enroll and reflect increased access for children with disabilities. Vendor must provide OUSD with all expenditure documents, General Ledger, Invoice copies, and In-Kind Match. All expenditures must be incurred by August 31, 2024.

2. **Term.**
 - a. This AGREEMENT shall start on the below Start Date. If no date is entered, then this AGREEMENT shall start on the latest of the dates on which each of the PARTIES signed this AGREEMENT.
Start Date: July 1, 2023
 - b. Unless terminated earlier, this AGREEMENT shall end on the below End Date. If no date is entered, then this AGREEMENT shall end on the first June 30 after start date listed in subparagraph (a). If the dates set forth in this subparagraph and subparagraph (a) would cause this AGREEMENT to exceed the limits set forth in state law (e.g., Education Code section 17596), this AGREEMENT shall instead automatically end upon reaching said limit.
End date: December 31, 2024

3. **Compensation.**
 - a. The basis for payment to VENDOR shall be:
 Hourly Rate: _____ per hour
 Daily Rate: _____ per day

- Weekly Rate: _____ per week
- Monthly Rate: _____ per month
- Per Student Served Rate: _____ per student served
- Performance/Deliverable Payments: Describe below the performance and/or deliverable(s) as well as the associated rate(s): See Service Description

- b. Over the TERM, the total compensation under this AGREEMENT shall not exceed the below amount. This sum includes (but is not limited to) compensation for the full performance of this AGREEMENT and all fees, costs, and expenses incurred by VENDOR including (but not limited to) labor, materials, taxes, profit, overhead, travel, insurance, permitted subcontractor costs, and other costs.
- Not-To-Exceed Amount:** \$487,872.60

13. **Legal Notices.**

OUSD

Site/Dept: Legal Department
 Address: 1011 Union Street, Site 946
 City, ST Zip: Oakland, CA 94607
 Phone: 510-879-5060
 Email: ousdlegal@ousd.org

VENDOR

Name/Dept: Fran Gallati
 Address: 2111 Martin Luther King Jr Way
 City, ST Zip: Berkeley, CA 94704
 Phone: 510-708-0303
 Email: fgallati@ymcaeastbay.org

17. **Insurance.** OUSD has waived the following insurance requirements. Written confirmation of a waiver (e.g., email from OUSD Risk Management Officer) is attached hereto. Failure to attach such written confirmation voids any such waiver even if otherwise properly given.
- Commercial General Liability Insurance.* Waiver typically available by OUSD if no VENDOR INDIVIDUAL interacts or has contact with OUSD students (in-person or virtual) and the not-to-exceed amount is \$25,000 or less.
- Workers' Compensation Insurance.* Waiver typically available by OUSD if VENDOR has no employees.
18. **Testing and Screening.** OUSD has waived the following testing and screening requirements. Written confirmation of a waiver (e.g., email from OUSD Risk Management Officer) is attached hereto. Failure to include such written confirmation voids any such waiver even if otherwise properly given.
- Tuberculosis Screening.* Waiver typically available by OUSD if VENDOR INDIVIDUALS will have no in-person contact with OUSD students.

Fingerprinting/Criminal Background Investigation. Waiver typically available by OUSD if no VENDOR INDIVIDUAL interacts or has contact with OUSD students (in-person or virtual).

20. **Health and Safety Orders and Requirements; Site Closures.** If there is an Order or event in which school sites and/or District offices may be closed or otherwise inaccessible, would the SERVICES be able to continue?

Yes, the SERVICES would be able to continue as described herein.

No, the SERVICES would not be able to continue.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/29/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | | |
|--|---|--|------------------------------------|
| PRODUCER Arthur J. Gallagher Risk Management Services, LLC 595 Market Street Suite 2100 San Francisco CA 94105 License#: 0D69293 | CONTACT NAME: Angie Bray PHONE (A/C, No, Ext): 415-536-8467 E-MAIL ADDRESS: Angie_Bray@ajg.com | | FAX (A/C, No): 415-536-5743 |
| | INSURER(S) AFFORDING COVERAGE | | NAIC # |
| INSURED YMCA of the East Bay 2330 Broadway Oakland CA 94612-2415 | INSURER A: NOVA Casualty Company | | 42552 |
| | INSURER B: Berkshire Hathaway Homestate Insurance Company | | 20044 |
| | INSURER C: | | |
| | INSURER D: | | |
| | INSURER E: | | |

COVERAGES

CERTIFICATE NUMBER: 1910062153

REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|-----------|----------|------------------------------------|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: Abuse | | | CFYML1000001606 | 7/1/2023 | 7/1/2024 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Incident/Aggregate \$ 1M/\$2M |
| A | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY | | | CFYAU1000001306 | 7/1/2023 | 7/1/2024 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp.Deduct-\$100 \$ 1,000 Coll |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | | | CFYUM1000001306 | 7/1/2023 | 7/1/2024 | EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | | YMWC402566 | 7/1/2023 | 7/1/2024 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| A | Social Services Professional Abuse/Molestation | | | CFYML1000001606 CFYML1000001606 | 7/1/2023 7/1/2023 | 7/1/2024 7/1/2024 | Occurance/Aggreagate \$1M/\$3M Incident/Aggregate \$1M/\$2M |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Medical Expenses (Payments) under the General Liability Policy includes coverage for students. Insurance is Primary and Non-Contributory.

Oakland Unified School District is included as additional insured as respects General Liability per attached endorsement where required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

| | |
|--|---|
| Oakland Unified School District 1000 Broadway, Ste. 640-Laurel Conf. Room Oakland CA 94607-4099 USA | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  |
|--|---|

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SOCIAL SERVICES - GENERAL LIABILITY EXTRA ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. SECTION I – COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph 2. Exclusions is amended as follows:

1. EXPECTED OR INTENDED INJURY EXTENSION

Paragraph **a. Expected Or Intended Injury** is deleted and replaced by the following:

- a.** “Bodily injury” or “property damage” expected or intended from the standpoint of the insured. This exclusion does not apply to “bodily injury” or “property damage” resulting from the use of reasonable force to protect persons or property.

2. NON OWNED AIRCRAFT CHARTERED WITH CREW EXTENSION

Paragraph **g. Aircraft, Auto Or Watercraft** is amended to add an exception provision to the exclusion as follows:

- a.** This exclusion does not apply to aircraft chartered with crew to any insured.
b. This exception provision does not apply if the chartered aircraft is owned by any insured.
c. This insurance is excess over any other valid and collectible insurance available to the insured whether primary, excess, or contingent.

3. NON OWNED WATERCRAFT EXTENSION

Subparagraph **(2)** of **g. Aircraft, Auto Or Watercraft** is deleted and replaced by the following:

(2) A watercraft you do not own that is:

- (a)** Less than 60 feet long; and
(b) Not being used to carry persons or property for a charge;

This provision applies to any person who, with your consent, either uses or is responsible for the use of a watercraft.

This insurance is excess over any other valid and collectible insurance available to the insured for aircraft, auto or watercraft whether primary, excess, or contingent.

4. PROPERTY SOLD OR ABANDONED BY YOU

Subparagraph **(2)** of **j. Damage To Property** is deleted and replaced by the following:

(2) Premises you sell, give away or abandon, if the “property damage” arises out of any part of those premises, and occurred from hazards that were known by you or should have reasonably been known by you at the time the property was sold, given away or abandoned.

5. DAMAGE TO PREMISES RENTED TO YOU

a. The last Paragraph of **2. Exclusions** is deleted and replaced by the following:

Exclusions **c.** through **n.** do not apply to damage to premises while rented to you, or temporarily occupied by you with the permission of the owner, when the damage is caused by fire, lightning, explosion, smoke, water or leaks from automatic fire protective systems. A separate limit of insurance applies to this coverage as described in **SECTION III – LIMITS OF INSURANCE.**

b. Paragraph **6.** of **SECTION III – LIMITS OF INSURANCE** is deleted and replaced by the following:

6. Subject to Paragraph **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of “property damage” to any one premises while rented to you, or temporarily occupied by you with permission of the owner, caused by fire, lightning, explosion, smoke, water or leaks from automatic fire protective systems. The Damage To Premises Rented To You limit will apply to all damage proximately caused by the same “occurrence”, whether such damage results from fire, lightning, explosion, smoke, water or leaks from automatic fire protective systems, or any combination of any of these.

The Damage To Premises Rented To You Limit will be the higher of:

- (1)** \$1,000,000; or
(2) The amount shown on the Declarations for Damage To Premises Rented To You.

6. INVITEE PROPERTY DAMAGE LEGAL LIABILITY

a. The following is added to subparagraph **(4)** of **j. Damage To Property**:

However, this exclusion does not apply to “property damage” to your “invitee’s” personal property in your care, custody or control caused by fire, lightning, explosion, smoke, water, leaks from automatic fire protective systems; or vandalism or malicious mischief:

- (a) On premises you own or rent or on ways next to premises you own or rent; and
- (b) Arising out of your operations.

For the purposes of this endorsement, personal property does not include any of the following:

- (c) Accounts, bills, currency, food stamps or other evidences of debt; deeds, money, notes, or securities;
- (d) Contraband, or property in the course of illegal transportation or trade; or
- (e) Blueprints, documents, drawings, manuscripts, records or valuable papers.

b. The following is added to SECTION III – LIMITS OF INSURANCE:

Subject to Paragraph 5. above, the most we will pay under Coverage A for the sum of all damages sustained by all “invitees” because of “property damage” to personal property of such “invitees” in your care, custody or control is \$15,000.

7. Paragraph 2. Exclusions is amended to add the following exclusion:

Willful Violation Of A Penal Code Or Statute

“Bodily injury”, “incidental medical malpractice liability” or “property damage” arising out of the willful violation of a penal code, statute or regulation relating to the sale or distribution of pharmaceuticals by or with the knowledge or consent of the insured.

B. SECTION I – COVERAGES, COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY, Paragraph 2. Exclusions is amended as follows:

1. Subparagraph a. **Knowing Violation Of Rights Of Another** is amended to add the following:
This exclusion does not apply to “personal and advertising injury” caused by malicious prosecution.
2. Subparagraph e. **Contractual Liability** is deleted and replaced by the following:
 - e. Advertising injury for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

This provision does not apply if **COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY** is excluded by endorsement.

C. SUPPLEMENTARY PAYMENTS – COVERAGES A AND B, Paragraph 1. is amended as follows:

1. The limit in subparagraph b. is increased to \$2,500.
2. The limit in subparagraph d. is increased to \$500 a day.

D. ADDITIONAL INSURED

1. **SECTION II - WHO IS AN INSURED** is amended to include, as an additional insured, any person(s) or organization(s) for whom a written contract or written agreement between you and such person(s) or organization(s) exists and requires such person(s) or organizations(s) to be added as an additional insured to your Policy, but only for liability arising out of “bodily injury,” “property damage” or “personal and advertising injury”.
 - a. This endorsement applies only if the written contract or written agreement is:
 - (1) Currently in effect or becomes effective during the term of this Policy; and
 - (2) Executed prior to the “bodily injury”, “property damage”, or “personal and advertising injury”.
 - b. The insurance afforded to such additional insured only:
 - (1) Applies to the extent permitted by law; and
 - (2) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.
2. The insurance provided to the additional insured by this endorsement applies as follows:
 - a. The person(s) or organization(s) is an additional insured but only for liability caused in whole or in part by your acts or omissions or the acts or omissions of those acting on your behalf:
 - (1) In connection with your premises owned by or rented to you; or
 - (2) In the performance of your ongoing operations.
 - b. If the additional insured is an architect, engineer or surveyor, this insurance does not apply to “bodily injury”, “property damage” or “personal and advertising injury” arising out of the rendering of or failure to render any professional services including:

(1) The preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or

(2) Supervisory, inspection or engineering services.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured if the "occurrence" which caused the "bodily injury" or "property damage" or the offense which caused the "personal and advertising injury" involved the rendering of or the failure to render any professional services by or for you.

c. If the additional insured is a lessor of equipment, this insurance only applies to liability caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such additional insured and does not apply to any "occurrence" which takes place after the equipment lease expires.

d. If the additional insured is a state or governmental agency or political subdivision and has issued a permit in connection with premises you own, rent or control, this insurance applies only with respect to the following hazards for which the state or political subdivision has issued such permit:

(1) 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 decoration and similar exposures;

(2) The construction, erection or removal of elevators; or

(3) The ownership, maintenance, or use of any elevators covered by this insurance.

e. If the additional insured is a state or governmental agency or political subdivision that has issued a permit or authorization with respect to operations performed by you or on your behalf, then this insurance does not apply to:

(1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or

(2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. If the additional insured is a manager or lessor of insured premises, that person or organization is an additional insured only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you.

This insurance does not apply to:

(1) Any "occurrence" that takes place after you cease to be a tenant in that premises; or

(2) Structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor of insured premises.

g. If the additional insured is grantor of franchise, that person(s) or organization(s) is only an additional insured with respect to liability as grantor of a franchise to you.

h. If the additional insured is an owner or other interest from whom land has been leased, that person(s) or organization(s) is only an additional insured with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you.

This insurance does not apply to:

(1) Any "occurrence" that takes place after you cease to lease that land; or

(2) Structural alterations, new construction or demolition operations performed by or on behalf of the owner or other interest from whom land has been leased.

i. If the additional insured is a mortgagee, assignee, or receiver, that person(s) or organization(s) is only an additional insured with respect to their liability as such and arising out of the ownership, maintenance or use of the premises by you.

This insurance does not apply to structural alterations, new construction or demolition operations performed by or for that mortgagee, assignee or receiver.

j. If the additional insured is a controlling interest, that person(s) or organization(s) is an additional insured but only for their liability arising out of:

(1) Their financial control of you; or

(2) Premises they own, maintain or control while you lease or occupy those premises.

(3) Their requirements for certain performance placed upon you, as a non-profit organization, in consideration for funding or financial contributions you receive from them; or

As respects Paragraph j.(2) above, this insurance does not apply to:

(4) Structural alterations, new construction or demolition operations performed by or on behalf of the person or organization; or

(5) Any "occurrence" which takes place after you cease to be a tenant in that premises.

k. If the additional insured is a vendor, that person(s) or organization(s) is only an additional insured with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, but only if this Policy provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(1) This insurance afforded to the vendor does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked under the instructions of the manufacturer for the sole purpose of inspection, demonstration, testing or the substitution of parts and then repackaged in the original container;
- (e) Any failure by the vendor to make inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of "your products";
- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of "your products";
- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (i) The exceptions contained in subparagraphs k.(d) or k.(f); or
 - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of "your products".

(2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

l. If the additional insured is a member or volunteer this insurance only applies with respect to their liability for your activities or activities they perform on your behalf.

m. If the additional insured is a trustee or member of the Board of Governors this insurance only applies with respect to their duties as such.

3. With respect to the insurance afforded to an additional insured as provided in Paragraphs D.1. and D.2. above, the most we will pay on behalf of the additional insured is the amount of insurance:

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

4. With respect to the insurance afforded to an additional insured as provided in Paragraphs D.1. and D.2. above, this insurance shall not increase the applicable Limits of Insurance shown in the Declarations.

5. If an Additional Insured endorsement is attached to this Policy that specifically names a person or organization as an insured, then the above subsection D. ADDITIONAL INSURED does not apply to such person(s) or organization(s).

6. Paragraph 4. Other Insurance of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS is amended to include:

For the purposes of the coverage provided by this endorsement, regardless of whether other insurance is available to an additional insured on a primary basis, this insurance will be primary and noncontributory if a written contract between you and the additional insured specifically requires that this insurance be primary and noncontributory.

E. SECTION II - WHO IS AN INSURED is amended as follows:

1. BROADENED NAMED INSURED

Paragraph 3. is deleted and replaced by the following:

3. Any business entity organized under the laws of the United States of America (including any state thereof, its territories or possessions), or Canada (including any province thereof) will qualify as a

Primary wording:

Named Insured if there is no similar insurance available to that business entity, provided that one or more Named Insureds shown in the Declarations have, at the inception of the policy period, an ownership interest in such business entity of more than 50%. However, if a Named Insured has an ownership interest in a business entity of more than 50%, the business entity will not be a Named Insured if such business entity is an insured under any other liability policy or would be an insured under such policy but for its termination or the exhaustion of its Limit of Insurance.

2. CO-EMPLOYEE COVERAGE AND CO-VOLUNTEER WORKERS

Subparagraphs (a), (b) and (c) under Paragraph 2.a.(1) do not apply to "bodily injury" for which insurance is provided as follows:

- a. Your "employees" are insureds with respect to "bodily injury" to a co-"employee" in the course of the co-"employee's" employment by you, or to your "volunteer workers" while performing duties related to the conduct of your business, provided that this coverage for your "employees" does not apply to acts outside the scope of their employment by you or while performing duties unrelated to the conduct of your business.
- b. Your "volunteer workers" are insureds with respect to "bodily injury" to a co-"volunteer worker" while performing duties related to the conduct of your business, or to your "employees" in the course of the "employees" employment by you, provided that this coverage for your "volunteer workers" does not apply while performing duties unrelated to the conduct of your business.

3. INCIDENTAL MEDICAL MALPRACTICE – EMPLOYED NURSES, EMT'S AND PARAMEDICS

a. Paragraph 2.a.(1)(d) does not apply to any registered nurse, licensed practical nurse, emergency medical technician or paramedic employed by you, but only:

- (1) While performing the services described in the definition of "incidental medical malpractice injury"; and
- (2) When acting within the scope of their employment by you.

Any "employees" rendering "Good Samaritan Services" will be deemed to be acting within the scope of their employment by you.

- b. For the purposes of determining the applicable Limits of Insurance, any act or omission, together with all related acts or omissions in the furnishing of services for an "incidental medical malpractice injury" to any one person, will be considered one "occurrence".
- c. This provision as provided in Paragraph 3.a. and 3.b. does not apply if:
 - (1) You are in the business or occupation of providing any of the services described in "incidental medical malpractice injury"; or
 - (2) An endorsement is attached to this Policy that specifically provides liability coverage for registered or licensed practical nurses.
- d. The insurance provided by Paragraph 3.a. and 3.b. shall be excess over any other valid and collectible insurance available to the insured, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by you to be excess of this Policy.

4. LIABILITY FOR CONDUCT OF UNNAMED PARTNERSHIP OR JOINT VENTURE

a. The last Paragraph of SECTION II – WHO IS AN INSURED is deleted and replaced by the following: No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture, limited liability company or trust that is not shown as a Named Insured in the Declarations. This subparagraph does not apply to your liability with respect to your conduct of the business of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.

b. SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 4.b. Excess Insurance is amended to add the following:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, which is available to you for your liability with respect to your conduct of the business of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations and which is issued to such partnership or joint venture.

F. SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:

1. KNOWLEDGE AND NOTICE OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

The notification requirements of Paragraphs 2.a. and 2.b. Duties In The Event Of Occurrence, Offense, Claim Or Suit apply only when the "occurrence", offense, claim or "suit" is known to:

- a. You, if you are an individual;
- b. A partner or member, if you are a partnership or joint venture;

- c. An officer or director, if you are an entity other than a partnership, joint venture or limited liability company;
- d. A member or manager, if you are a limited liability company; or
- e. An insurance manager, risk manager or other "employee" you designate prior to loss to give notice to us.

Knowledge of an "occurrence", offense, claim, or "suit" by your agent, servant or "employee" shall not in and of itself constitute knowledge by you unless an individual in one of the positions listed above has actual knowledge.

2. FAILURE TO DISCLOSE HAZARDS

The following is added to Paragraph **6. Representations**:

If you unintentionally failed to disclose all hazards or prior "occurrences" existing at the inception of this Policy, but reported such error or omission to us as soon as practicable after discovery, we will not deny coverage under this Coverage Part because of such failure.

This provision does not affect our right to collect any additional premium or exercise our right of cancellation or non-renewal.

3. SPECIAL EVENT PREMIUM RATING

The following is added:

Special Event Premium Rating

a. The rating for this endorsement includes the following special events:

- (1) All indoor special events with less than 2,500 attendees that are less than 24 hours in duration; and
- (2) All outdoor special events with less than 2,500 attendees that are less than 24 hours in duration.

b. The following special events shall be separately rated for additional premium:

- (1) Any special event that exceeds the number or attendees or duration as shown in **3.a.(1)** or **3.a.(2)** above;
- (2) Any parade, fair or carnival; or
- (3) Any athletic, sporting or motor vehicle event including walks, runs, tournaments, demonstrations, rallies or competitive activities.

4. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

The following is added to Paragraph **8. Transfer Of Rights of Recovery Against Others To Us**:

We waive any right of recovery we may have against any person or organization when such waiver is required by a written contract that you have agreed to prior to any "occurrence", "suit" or the offense which caused the "bodily injury", "property damage" or "personal and advertising injury", provided that the "occurrence", "suit" or the offense which caused the "bodily injury", "property damage" or "personal and advertising injury" arises out of operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

G. SECTION V – DEFINITIONS is amended as follows:

1. BODILY INJURY

The definition of "bodily injury" in Paragraph **3.** is deleted and replaced by the following:

"Bodily injury" means bodily injury, "incidental medical malpractice injury", mental anguish, mental injury, shock, fright, disability, humiliation, sickness or disease sustained by a person, including death resulting from any of these at any time.

2. PERSONAL AND ADVERTISING INJURY

If **COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY** is not otherwise excluded from this Policy, the definition in Paragraph **14.b.** is deleted and replaced by the following:

- b. Malicious prosecution or abuse of process;

The following is added:

"Personal and advertising injury" also means "discrimination" or humiliation that results in injury to a natural person or their reputation, but only if such discrimination or humiliation is:

- (a) Not done intentionally by or at the direction of, or with the knowledge or consent of:
 - i. Any insured; or
 - ii. Any executive officer, director, stockholder, partner or member of any insured organization;
- (b) Not directly or indirectly related to the employment, former or prospective employment, termination of employment, or application for employment, of any person or persons by any insured;
- (c) Not prohibited by or held in violation of law, public policy, legislation, court decision or administrative

ruling;

(d) Not arising out of any "advertisement" by the insured.

3. INSURED CONTRACT

a. Subparagraph a. of the definition of "insured contract" is deleted and replaced by the following:

a. A contract for a lease of premises.

b. Subparagraph f. of the definition of "insured contract" is deleted and replaced by the following:

f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" "property damage" or "personal and advertising injury" to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

4. PRODUCTS-COMPLETED OPERATIONS HAZARD

The definition of "products-completed operations hazard" in Paragraph 16. is amended to add the following:

Includes all "bodily injury" and "property damage" arising out of your "designated products" on premises you own or rent; on premises used by you for a special event related to your business; or on connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad, next to any such premises you own or rent, or use for a special event.

For the purpose of this definition, "designated products" means apparel, buttons, CD's, DVD's, posters, stickers, tapes and other similar products used to promote a special event related to your business.

The following definitions are added:

5. "Discrimination" means:

a. Unfair treatment of a natural person or organization including but not limited to discrimination based upon race, color, ethnic or national origin, religion, age, gender, marital status, sexual orientation or preference, pregnancy, physical disability or impairment, or mental disability or impairment; or

b. Any act or conduct that would be considered "discrimination" under any applicable federal, state, or local statute, ordinance or law.

6. "Good Samaritan services" means those medical services rendered or provided in an emergency and for which no remuneration is requested or paid.

7. "Incidental medical malpractice injury" means "bodily injury", mental anguish, sickness or disease sustained by a person, including death resulting from any of these at any time, arising out of the rendering of, or failure to render, the following services:

a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages;

b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances; or

c. First aid.

8. "Invitee" means any of your clients, customers, guests, members, patrons, supporters, and "volunteer workers"; however, it does not include any person who is your "employee", "temporary worker" or independent contractor.

All other terms and conditions of the policy remain unchanged.

ADDENDUM TO THE OAKLAND UNIFIED SCHOOL DISTRICT, INCLUSIVE EARLY EDUCATION EXPANSION PROGRAM CONTRACT

This Addendum adds the following terms and conditions to the undersigned's Contract dated September 22, 2020.

1. Term: All expenditures must be incurred by August 31, 2024.
2. Scope of Services: Facilities – All work must be initiated before July 31, 2022, for facilities modifications/new classroom and will be utilized to enroll and reflect increased access for children with disabilities.

All other provisions of the original agreement shall remain in full force and effect.

ALAMEDA COUNTY OFFICE OF EDUCATION
(ACOE)

By: *L.K. Monroe*
SignNow e-signature ID: dc816ab681...
06/23/2022 16:19:33 UTC

LK Monroe, Alameda County Supt.

L.K. Monroe
Alameda County Superintendent of Schools

Date: 06/23/2022

OAKLAND UNIFIED SCHOOL DISTRICT

By: *Christie Herrera*
SignNow e-signature ID: 66a6ee8d35...
06/23/2022 21:59:51 UTC

Christie Herrera, Ex. Dir. of ECE

Authorized Representative Name and Title
(Please Print)

Date: 06/23/2022



Contract Checklist/Routing Sheet

Initial/Date after Reviewing
 Contract: Candi Clark
 Assoc. Supt. _____
 HR _____

SUMMARY OF CONTRACT

Contractor Name: Oakland Unified School District
Contractor Email: alice.atienza@ousd.org **Phone#:** (510) 273-8278
Term of Contract (start/end dates): Upon MOU full execution - December 31, 2024

Contract Amount:
\$2,418,669.00
 ACOE Expense
 ACOE Income
 Other _____
REQ/ INV# R21-00431

Document Explanation/Summary of Scope of Work:

The purpose of this M.O.U. is to enable the ACOE and OUSD to leverage the California Department of Education's (CDE) Inclusive Early Education Expansion Program Grant (IEEEP) funds for the district's new inclusive early learning classroom construction, facilities renovation, purchase of adaptive equipment in inclusive classroom settings, and to provide inclusion-focused professional development as outlined in this district's submitted grant application and as directed by the CDE; and specifically for the expansion and increased access to quality early education opportunities for children with and without disabilities

Department Head Signature: _____ **Date:** 09/08/2020
Division Head Signature: Ingrid Roberson approval provide via email **Date:** 9/8/2020

- 1) Is the contractor currently employed by any school district, County Office of Education (COE) or any public agency who participates in CalPERS/STRS? N/A YES NO
- a) If YES, complete a Memorandum of Understanding (MOU) with the school district, COE, or public agency. The contractor will be paid by the school district, COE, or public agency
- b) If NO, has the contractor ever been a member of STRS/PERS? N/A YES NO
- i) If YES ***status must be verified by ACOE Retirement Dept.**

FOR RETIREMENT DEPT. USE ONLY

NOTES:
 COI - OUSD is part of JPA, no COI is required. W-9 on file
 9/14/2020 Provided to Bus Admin for review.
 9/16/2020 Returned from Bus Admin. Provided to Supt Office for signature (pg 7).
 9/23/2020 Returned from Supt Office.
 **Emailed MOU to OUSD for final signature and requested to return fully executed agreement via email.
 10/14/2020 Returned fully signed agreement from OUSD.

ii) If NO, the contractor will be paid through Accounts Payable.

2) Contract packet needs to include the following:

- This form – Completed Contract Checklist/Routing Sheet
- Snapshot of Requisition in Escape
- Signed contract¹ from the contractor (At least 2 weeks prior to start of service)
- N/A Certificate of Insurance (COI) with ACOE named as additional insured **JPA Member District**
- N/A Fingerprinting Clearance from HR
- N/A Internal Revenue Service (IRS) Form W-9 for services only – does not apply if Form W-9 is on file

Contact person who initiated form: Neva Bandelow **Extension:** 925.872.2183

Print name of person who initiated form: Neva Bandelow

1 For purposes of this flowchart, contract is defined as "Agreement", Memorandum of Understanding (MOU), or Contract. These terminologies may be used interchangeably and shall provide the same meaning. Contract shall be provided by the contractor. In the event that the contractor is not able to provide a contract, ACOE may supply a fillable contract template.

| | |
|-------------------------------------|------------------------------------|
| VENDOR - Blanket | Fiscal Year 2020/21 |
| Requisition Number R21-00431 | Requisition Date 09/04/2020 |

| | | | |
|----------------|-----------------------------|----------------|---------------------------------------|
| Summary | | | |
| Created by | ALEONARD, 9/4/2020 | PO # | Goods & Services |
| Department | CORE | Responsibility | Academic Dept |
| Status | Open | | |
| On Hold | No | Attachments | None |
| Requisitioner | Adriene Metoyer-Leonard | Board Date | Non Taxable 2,418,669.00 |
| Order Site | CORE - Core Learning | | Taxable .00 |
| Delivery Site | CORE - Core Learning | | Tax (9,7500) .00 |
| Delivery Date | | Room 280 | Shipping (0.00) .00 |
| Project | | | Adjustment .00 |
| Info | CDE IEEEP Grant 2020 - 2024 | | Requisition Total 2,418,669.00 |

| | |
|---------------------------------------|--|
| Requisition Vendor Information | |
| 938449/1 | Oakland Unified School Dist. 1000 Broadway, Suite 680 , Oakland, CA 94607 |

| | | |
|-------------------|-----------------|---------|
| Purchasing | | |
| PO Date | PO Printed Date | Buyer - |
| Quote | Quote Date | |

| Line Items | | | | | | | Change Level 0 |
|--|---------------|------|-----------|----------|----------------|--------------|----------------|
| Description | Stores Item # | Unit | Order Qty | Rcvd Qty | Unit Price | Extended | |
| 1 The purpose of this M.O.U. is to enable the ACOE and OUSD to leverage the California Department of Education's (CDE) Inclusive Early Education Expansion Program Grant (IEEEP) funds for the district's new inclusive early learning classroom construction, facilities renovation, purchase of adaptive equipment in inclusive classroom settings, and/or provide inclusion-focused professional development as outlined in this district's submitted grant application; and as directed by the CDE, and specifically for the expansion and increased access to quality early education opportunities for children with and without disabilities. | | EACH | 1 | | 2,418,669.0000 | 2,418,669.00 | |

| | | | | |
|---|--------------|------------|----------|--------------|
| Accounts | | | | |
| | Amount | Encumbered | Expensed | Outstanding |
| 1200- 6128- 0- 8500- 2700- 5100- 000- 00- 3170 (2021) IEEEP,SubagrmtSvc,Core ECE | 2,393,669.00 | | | 2,393,669.00 |
| 1200- 6128- 0- 8500- 2700- 5800- 000- 00- 3170 (2021) IEEEP,OthSvc&Oper,Core ECE | 25,000.00 | | | 25,000.00 |

| | |
|---|-------------|
| Board Office Use: Legislative File Info. | |
| File ID Number | 20-1647 |
| Introduction Date | 9/9/20 |
| Enactment Number | 20-1358 |
| Enactment Date | 9/9/2020 os |



Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Sondra Aguilera, Chief Academic Officer
Christie Herrera, Executive Director, Early Learning

Board Meeting Date September 9, 2020

Subject Memorandum of Understanding
Contractor: Alameda County Office of Education
Services For: Inclusive Early Education Expansion Program Grant (IEEEP) via the Early Childhood Education Department

Action Requested and Recommendation Approval by the Board of Education of Memorandum of Understanding between the District and Alameda County Office of Education, Hayward, CA, for the latter to provide new inclusive early learning inclusion support via classroom construction, facilities renovation, adaptive equipment and inclusion-focused professional development. The overall aim of this grant fund is to expand and increase quality education opportunities for children with and without identified disabilities for the period of September 23, 2020 through December 31, 2024, in an amount not to exceed \$2,418,669.00.

Background Oakland Unified School District (OUSD), Early Learning Department successfully applied and competed as a subcontractor, in partnership with Alameda County Office of Education, for early learning inclusion support for 28 of its sites. Additionally, OUSD included early learning programs in its LEA service area composed of, but not limited to City of Oakland Head Start, Bananas, YMCA of the East Bay, Salvation Army, St. Vincent, Supporting Future Growth, Kidango, Seneca, Unity Council, St. Mary's, Peralta Community College and (Laney and Merritt College) as a requirement of the grant.

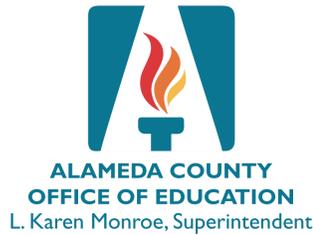
Competitively Bid Was this contract competitively bid? Yes, this was a competitive bid statewide process. if no, exception:

Fiscal Impact Funding resource(s): 6128 Inclusive Early Education Expansion Program (IEEEP) will receive a grant for the amount not to exceed: \$2,418,669.00.

The allocation of the grant is as follows: OUSD will receive two types of funding under facilities. (1) The funding for new construction is \$500,000 and (2) the funding for classroom renovation is \$1,368,669.00. The funding for adaptive equipment is \$100,000. The Professional Development Funding is \$450,000.

Attachments

- Board Memo
- Memorandum of Understanding



MEMORANDUM OF UNDERSTANDING

- PARTIES:** This Memorandum of Understanding (M.O.U.) is entered into between the Alameda County Office of Education (ACOE) and Oakland Unified School District (OUSD).
- PURPOSE:** The purpose of this M.O.U. is to enable the ACOE and OUSD to leverage the California Department of Education's (CDE) Inclusive Early Education Expansion Program Grant (IEEEP) funds for the district's new inclusive early learning classroom construction, facilities renovation, purchase of adaptive equipment in inclusive classroom settings, and/or provide inclusion-focused professional development as outline in this district's submitted grant application and as directed by the CDE, and specifically for the expansion and increased access to quality early education opportunities for children with and without disabilities.
- TERM:** This M.O.U. shall become effective upon the date of execution by both the parties and shall continue until December 31, 2024.

SCOPE OF SERVICES:

- A. ACOE will provide funding to cover the costs associated with the scope of work as outlined in this MOU for a grand total not to exceed: \$2,418,669.00, and dispersed as directed in the line items listed in Section B. The ACOE will lead the overall IEEEEP grant management, convene monthly Interagency Inclusion Collaborative meetings, offer mandatory professional development trainings topics, support and meet with district leaders and staff as necessary to ensure the outcomes of the IEEEEP grant; and as required by the California Department of Education (CDE).
- B. OUSD will ensure the following CDE grant criteria is met and that grant strategies are implemented as outlined in the District's IEEEEP descriptor to ACOE:

Facilities: OUSD will receive two types of funding under facilities. 1) The funding allocation for new construction is \$500,000.00 and 2) the funding allocation for classroom renovation is \$1,368,669.00. The funding allocation for new classroom construction can only be used by the district for new facility construction that will assist children with disabilities, including children with severe disabilities, with increasing access to inclusive Early Learning and Care (ELC) programs. The funding allocation for renovation is to be used for renovations that will assist children with disabilities, including children with

severe disabilities, to assist with increasing access to inclusive Early Learning and Care (ELC) programs, and is available for use by both district and their ELC consortium.

- a. All facilities projects must be undertaken to meet Americans with Disabilities Act (ADA) compliance and universal design for learning. ADA compliance projects are preferred and major maintenance projects that increase accessibility for children with disabilities in ELCD programs. All ADA repairs or renovations must comply with the ADA Accessibility Guidelines for Buildings and Facilities which can be found on the ADA and ABA Accessibility Guidelines for Buildings and Facilities web page at https://www.ada.gov/2010ADASTandards_index.htm. Refer to universal design principles identified by the Centre for Excellence in Universal Design web page at <http://universaldesign.ie/What-is-Universal-Design/>.

The district utilizing facilities funding must include evidence of a facilities development plan that meets all school facility requirements and local building and renovation code requirements. This plan will be submitted to ACOE, and must include a detailed plan that describes all renovation activities that are planned, a timeline for the planned activities, start dates, progress benchmarks, and final completion.

All work must be initiated before July 31, 2021, and will be utilized to to enroll and reflect increased access for children with disabilities.

1. **Adaptive Equipment:** The funding allocation for adaptive equipment is \$100,000.00, and to be utilized for the purchase or building of adaptive equipment or to modify or repair existing equipment to render it more useful for children with disabilities in both districts and ELC consortium. The adaptive equipment must:
 - a. Improve the accessibility and quality of both indoor and outdoor environments to support the participation of children with disabilities in all daily activities and routines.
 - b. Enhance participation and access to instructional materials and activities in inclusive ELC programs.
 - c. Universally designed and meet Americans With Disabilities Act standards.

Note: If the ELC facility discontinues participation within the grant period, all retrievable materials purchased must be returned to the LEA.

2. **Professional Development:** The Professional Development Funding allocation is \$450,000.00, and can be used by District and ELC consortium providers for professional development to ensure that ELC staff are prepared to serve children with a broad range of disabilities, including children with severe disabilities. ACOE will provide further information on the five CDE *required* trainings and three *recommended* to meet the CDE's professional learning requirements.
3. **Planning Teams:**
 - a. Implement a District leadership team to establish inclusive ELC programs for children with disabilities. Meeting topics will include, and not limited to, the specific activities to be

conducted, desired outcomes, collaborative agreements with local partners, timelines, and sustainability. Members of the District leadership team may include, but are not limited to, school principals, special and general education teachers, parents, public and private child care agencies, Quality Counts California, and First 5 Alameda County.

- b. Send a representative to the ACOE monthly Interagency Inclusion Collaborative meetings.
- c. Submit a plan to ACOE outlining the implementation of evidence-based inclusive practices throughout the funding period.

4. Reporting

- a. Submit grant reports to ACOE in a timely manner as directed by the CDE.

| <u>Reporting Period</u> | <u>Due to ACOE</u> |
|---|--------------------|
| ● July 1 (June 15th first fiscal year)-September 30 | October 7 |
| ● October 1-December 31 | January 7 |
| ● January 1-March 30 | April 7 |
| ● April 1- June 30 | July 7 |

5. Payment Schedule:

- 1. 25 percent of the grant award will be distributed upon receipt of the signed MOU.
- 2. Upon approval of quarterly reports, reimbursement will be made for expenditures that exceed the initial allotment.
- 3. No more than 90 percent of funds will be released prior to January 30, 2025, or until completion of all grant activities. Upon review of the final report, remaining funds will be paid. If expenditures do not equal the remaining 10 percent, the grantee will be reimbursed for new expenditures reflected. The total cannot exceed the grant award amount, and grantees may be invoiced for any unspent advancement funds.

INSURANCE:

During the term of this MOU, ACOE and DISTRICT, including any/all subcontractors, shall maintain insurance policies evidencing its comprehensive and general liability insurance coverage in a sum not less than \$2,000,000 aggregate and \$1,000,000 per occurrence, including applicable property damage, workers' compensation, auto insurance coverage, or other applicable coverages. Any and all insurance coverage may be provided by a (JOINT POWERS AUTHORITY OR OTHER) Self-Insurance Program. Any change in or limitation of coverage or cancellation of the policy no less than thirty (30) days prior to the effective date of the change, limitation or cancellation.

INDEMNIFICATION:

- A. Insofar as permitted by law, ACOE shall assume the defense and hold harmless OUSD and/or any of its officers, agents or employees from any liability, damages, costs, or expenses of any

kind whatsoever, including attorneys' fees, which may arise by reason of the sole fault or negligence of ACOE, its officers, agents or employees.

- B. Insofar as permitted by law, OUSD shall assume the defense and hold harmless ACOE and/or any of its officers, agents or employees from any liability, damages, costs, or expenses of any kind whatsoever, including attorneys' fees, which may arise by reason of any harm to person(s) or property received or suffered by reason of the sole fault or negligence of OUSD its officers, agents or employees.
- C. It is the intent of the ACOE and OUSD that where negligence or responsibility for any harm to person(s) or property is determined to have been shared, the principles of comparative negligence shall be followed and each party shall bear the proportionate cost of any liability, damages, costs, or expenses attributable to that party.
- D. ACOE and OUSD agree to notify the other party of any claims, administrative actions, or civil actions determined to be within the scope of this Agreement within ten (10) calendar days of such determination. ACOE and OUSD further agree to cooperate in the defense of any such actions. Nothing in this Agreement shall establish a standard of care for or create any legal right for any person not a party to this Agreement.

COMPENSATION:

In exchange for the support and services to be provided by OUSD under the terms and conditions of this Agreement, ACOE shall pay OUSD the amount of \$2,418,669.00. OUSD shall invoice ACOE as determined by the CDE, with the final invoice due to ACOE no later than December 15, 2024.

TERMINATION/SUSPENSION:

This M.O.U. may be terminated without cause by either party upon thirty (30) days prior written notice to the other party. When required by law, this M.O.U. may be immediately suspended by either party upon notice to the other party; any such suspension shall not extend the term of this M.O.U.

NON-DISCRIMINATION:

No person shall be subjected to discrimination on the basis of disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code in any program or activity conducted by an educational institution that receives, or benefits from, state financial assistance or enrolls pupils who receive state student financial aid.

NOTICES:

Any notice required to be given by the terms of this M.O.U. shall be deemed to have been given when the same is personally delivered or sent by first class mail, postage prepaid, addressed to the respective parties as follows:

To ACOE: Alameda County Office of Education
313 West Winton Avenue
Hayward, CA 94544

To OUSD Oakland Unified School District
1000 Broadway, Suite 300
Oakland, CA 94607

INTEGRATION:

This M.O.U. represents the entire and integrated agreement between ACOE and OUSD, and supersedes all prior negotiations, representations, or agreements, either written or oral. This M.O.U. may be amended only by a written instrument signed by the duly authorized representatives of ACOE and OUSD.

REPRESENTATION OF AUTHORITY:

The undersigned hereby represent and warrant that they are authorized by the respective parties to execute this M.O.U.

IN WITNESS WHEREOF, ACOE and OUSD have executed this M.O.U. as of the date first above written.

ALAMEDA COUNTY OFFICE OF EDUCATION



L. Karen Monroe

L Karen Monroe, Superintendent
Alameda County Superintendent of Schools

Date: 9.22.2020

OAKLAND UNIFIED SCHOOL DISTRICT



(Name of Representative)

Jody London, President, BOE

Printed Name and Title

Date: 9/10/2020



Kyla Johnson-Trammell, Secretary, BOE
Approved as to form by
OUSD Staff Attorney Joanna Powell
on 8/14/2020.



Joshua Roben

From: Adriene Metoyer-Leonard
Sent: Friday, September 11, 2020 9:37 AM
To: Joshua Roben
Subject: FW: Oakland USD MOU Packets (Packard & IEEEP)
Attachments: Oakland USD DDT (Packard) MOU Packet.pdf; Oakland USD IEEEP MOU Packet.pdf

Hello Josh,

Oakland USD contract packets attached for review and processing.

Thank you,

Adriene Metoyer-Leonard
Program Specialist
Learning & Accountability, Core Learning
Office: (510) 670-4119 | Fax: (510) 670-3119

From: Ingrid Roberson <ingridr@acoe.org>
Sent: Friday, September 11, 2020 8:55 AM
To: Adriene Metoyer-Leonard <aleonard@acoe.org>; Navdeep Purewal <npurewal@acoe.org>
Cc: Leilani Hebert <lhebert@acoe.org>; L Karen Monroe <lkmonroe@acoe.org>
Subject: FW: Oakland USD MOU Packets (Packard & IEEEP)

Hi all, approved. I see we are giving \$2.2 million to OUSD out of the IEEEP grant for early learning. Have a good weekend. Ingrid

From: Adriene Metoyer-Leonard <aleonard@acoe.org>
Date: Tuesday, September 8, 2020 at 10:26 AM
To: Ingrid Roberson <ingridr@acoe.org>
Cc: Leilani Hebert <lhebert@acoe.org>
Subject: FW: Oakland USD MOU Packets (Packard & IEEEP)

Good morning Ingrid and Leilani,

Attached are the Oakland USD DDT (Packard) and IEEEP MOU packets for your review and approval.

Have a nice day,

Adriene Metoyer-Leonard
Program Specialist
Learning & Accountability, Core Learning
Office: (510) 670-4119 | Fax: (510) 670-3119

From: Navdeep Purewal <npurewal@acoe.org>
Sent: Tuesday, September 8, 2020 9:55 AM
To: Adriene Metoyer-Leonard <aleonard@acoe.org>
Cc: Neva Bandelow <nbandelow@acoe.org>
Subject: Re: Oakland USD MOU Packets (Packard & IEEEP)

| | |
|---|-------------|
| Board Office Use: Legislative File Info. | |
| File ID Number | 20-1906 |
| Introduction Date | 10/14/20 |
| Enactment Number | 20-1522 |
| Enactment Date | 10/14/20 er |



Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Sondra Aguilera, Chief Academic Officer
Christie Herrera, Executive Director, Early Learning

Board Meeting Date October 14, 2020

Subject Memorandum of Understanding
Contractor: Alameda County Office of Education
Services For: Inclusive Early Education Expansion Program Grant (IEEEP) via the Early Childhood Education Department

Action Requested and Recommendation Approval by the Board of Education of Memorandum of Understanding between the District and Alameda County Office of Education, Hayward, CA, for the latter to provide new inclusive early learning inclusion support via classroom construction, facilities renovation, adaptive equipment and inclusion-focused professional development. The overall aim of this grant fund is to expand and increase quality education opportunities for children with and without identified disabilities for the period of October 14, 2020 through December 31, 2024, in an amount not to exceed \$2,418,669.00.

Background Oakland Unified School District (OUSD), Early Learning Department successfully applied and competed as a subcontractor, in partnership with Alameda County Office of Education, for early learning inclusion support for 28 of its sites. Additionally, OUSD included early learning programs in its LEA service area composed of, but not limited to City of Oakland Head Start, Bananas, YMCA of the East Bay, Salvation Army, St. Vincent, Supporting Future Growth, Kidango, Seneca, Unity Council, St. Mary’s, Peralta Community College and (Laney and Merritt College) as a requirement of the grant

Competitively Bid Was this contract competitively bid? Yes, this was a competitive bid statewide process. if no, exception:



Fiscal Impact

Funding resource(s): 6128 Inclusive Early Education Expansion Program (IEEEP) will receive a grant for the amount not to exceed: \$2,418,669.00.

The allocation of the grant is as follows: OUSD will receive two types of funding under facilities. (1) The funding for new construction is \$500,000 and (2) the funding for classroom renovation is \$1,368,669.00. The funding for adaptive equipment is \$100,000. The Professional Development Funding is \$450,000.

Attachments

- Board Memo
- Memorandum of Understanding



Contract Checklist/Routing Sheet

Initial/Date after Reviewing
 Contract: Candi Clark
 Assn. Supt. _____
 HR _____

SUMMARY OF CONTRACT

Contractor Name: Oakland Unified School District
Contractor Email: alice.atienza@ousd.org **Phone#:** (510) 273-8278
Term of Contract (start/end dates): Upon MOU full execution - December 31, 2024

Contract Amount:
\$2,418,669.00
 ACOE Expense
 ACOE Income
 Other _____
REQ/ INV# R21-00431

Document Explanation/Summary of Scope of Work:

The purpose of this M.O.U. is to enable the ACOE and OUSD to leverage the California Department of Education's (CDE) Inclusive Early Education Expansion Program Grant (IEEEP) funds for the district's new inclusive early learning classroom construction, facilities renovation, purchase of adaptive equipment in inclusive classroom settings, and to provide inclusion-focused professional development as outlined in this district's submitted grant application and as directed by the CDE; and specifically for the expansion and increased access to quality early education opportunities for children with and without disabilities

Department Head Signature: _____ **Date:** 09/08/2020
Division Head Signature: Ingrid Roberson approval provide via email **Date:** 9/8/2020

- 1) Is the contractor currently employed by any school district, County Office of Education (COE) or any public agency who participates in CalPERS/STRS? N/A YES NO
- a) If YES, complete a Memorandum of Understanding (MOU) with the school district, COE, or public agency. The contractor will be paid by the school district, COE, or public agency
- b) If NO, has the contractor ever been a member of STRS/PERS? N/A YES NO
- i) If YES ***status must be verified by ACOE Retirement Dept.**

FOR RETIREMENT DEPT. USE ONLY

NOTES:
 COI - OUSD is part of JPA, no COI is required. W-9 on file
 9/14/2020 Provided to Bus Admin for review.
 9/16/2020 Returned from Bus Admin. Provided to Supt Office for signature (pg 7).
 9/23/2020 Returned from Supt Office.
 **Emailed MOU to OUSD for final signature and requested to return fully executed agreement via email.

- ii) If NO, the contractor will be paid through Accounts Payable.

2) Contract packet needs to include the following:

- This form – Completed Contract Checklist/Routing Sheet
- Snapshot of Requisition in Escape
- Signed contract¹ from the contractor (At least 2 weeks prior to start of service)
- N/A Certificate of Insurance (COI) with ACOE named as additional insured **JPA Member District**
- N/A Fingerprinting Clearance from HR
- N/A Internal Revenue Service (IRS) Form W-9 for services only – does not apply if Form W-9 is on file

Contact person who initiated form: Neva Bandelow **Extension:** 925.872.2183

Print name of person who initiated form: Neva Bandelow

1 For purposes of this flowchart, contract is defined as "Agreement", Memorandum of Understanding (MOU), or Contract. These terminologies may be used interchangeably and shall provide the same meaning. Contract shall be provided by the contractor. In the event that the contractor is not able to provide a contract, ACOE may supply a fillable contract template.

| | |
|-------------------------------------|------------------------------------|
| VENDOR - Blanket | Fiscal Year 2020/21 |
| Requisition Number R21-00431 | Requisition Date 09/04/2020 |

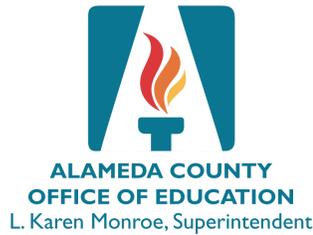
| | | | |
|----------------|-----------------------------|----------------|---------------------------------------|
| Summary | | | |
| Created by | ALEONARD, 9/4/2020 | PO # | Goods & Services |
| Department | CORE | Responsibility | Academic Dept |
| Status | Open | | |
| On Hold | No | Attachments | None |
| Requisitioner | Adriene Metoyer-Leonard | Board Date | Non Taxable 2,418,669.00 |
| Order Site | CORE - Core Learning | | Taxable .00 |
| Delivery Site | CORE - Core Learning | | Tax (9.7500) .00 |
| Delivery Date | | Room 280 | Shipping (0.00) .00 |
| Project | | | Adjustment .00 |
| Info | CDE IEEEP Grant 2020 - 2024 | | Requisition Total 2,418,669.00 |

| | |
|---------------------------------------|--|
| Requisition Vendor Information | |
| 938449/1 | Oakland Unified School Dist. 1000 Broadway, Suite 680 , Oakland, CA 94607 |

| | | |
|-------------------|-----------------|---------|
| Purchasing | | |
| PO Date | PO Printed Date | Buyer - |
| Quote | Quote Date | |

| Line Items | | | | | | | Change Level 0 |
|--|---------------|------|-----------|----------|----------------|--------------|----------------|
| Description | Stores Item # | Unit | Order Qty | Rcvd Qty | Unit Price | Extended | |
| 1 The purpose of this M.O.U. is to enable the ACOE and OUSD to leverage the California Department of Education's (CDE) Inclusive Early Education Expansion Program Grant (IEEEP) funds for the district's new inclusive early learning classroom construction, facilities renovation, purchase of adaptive equipment in inclusive classroom settings, and/or provide inclusion-focused professional development as outlined in this district's submitted grant application; and as directed by the CDE, and specifically for the expansion and increased access to quality early education opportunities for children with and without disabilities. | | EACH | 1 | | 2,418,669.0000 | 2,418,669.00 | |

| | | | | |
|---|--------------|------------|----------|--------------|
| Accounts | | | | |
| | Amount | Encumbered | Expensed | Outstanding |
| 1200- 6128- 0- 8500- 2700- 5100- 000- 00- 3170 (2021) IEEEP,SubagrmtSvc,Core ECE | 2,393,669.00 | | | 2,393,669.00 |
| 1200- 6128- 0- 8500- 2700- 5800- 000- 00- 3170 (2021) IEEEP,OthSvc&Oper,Core ECE | 25,000.00 | | | 25,000.00 |



MEMORANDUM OF UNDERSTANDING

- PARTIES:** This Memorandum of Understanding (M.O.U.) is entered into between the Alameda County Office of Education (ACOE) and Oakland Unified School District (OUSD).
- PURPOSE:** The purpose of this M.O.U. is to enable the ACOE and OUSD to leverage the California Department of Education's (CDE) Inclusive Early Education Expansion Program Grant (IEEEP) funds for the district's new inclusive early learning classroom construction, facilities renovation, purchase of adaptive equipment in inclusive classroom settings, and/or provide inclusion-focused professional development as outline in this district's submitted grant application and as directed by the CDE, and specifically for the expansion and increased access to quality early education opportunities for children with and without disabilities.
- TERM:** This M.O.U. shall become effective upon the date of execution by both the parties and shall continue until December 31, 2024.

SCOPE OF SERVICES:

- A. ACOE will provide funding to cover the costs associated with the scope of work as outlined in this MOU for a grand total not to exceed: \$2,418,669.00, and dispersed as directed in the line items listed in Section B. The ACOE will lead the overall IEEEEP grant management, convene monthly Interagency Inclusion Collaborative meetings, offer mandatory professional development trainings topics, support and meet with district leaders and staff as necessary to ensure the outcomes of the IEEEEP grant; and as required by the California Department of Education (CDE).
- B. OUSD will ensure the following CDE grant criteria is met and that grant strategies are implemented as outlined in the District's IEEEEP descriptor to ACOE:

Facilities: OUSD will receive two types of funding under facilities. 1) The funding allocation for new construction is \$500,000.00 and 2) the funding allocation for classroom renovation is \$1,368,669.00. The funding allocation for new classroom construction can only be used by the district for new facility construction that will assist children with disabilities, including children with severe disabilities, with increasing access to inclusive Early Learning and Care (ELC) programs. The funding allocation for renovation is to be used for renovations that will assist children with disabilities, including children with

severe disabilities, to assist with increasing access to inclusive Early Learning and Care (ELC) programs, and is available for use by both district and their ELC consortium.

- a. All facilities projects must be undertaken to meet Americans with Disabilities Act (ADA) compliance and universal design for learning. ADA compliance projects are preferred and major maintenance projects that increase accessibility for children with disabilities in ELCD programs. All ADA repairs or renovations must comply with the ADA Accessibility Guidelines for Buildings and Facilities which can be found on the ADA and ABA Accessibility Guidelines for Buildings and Facilities web page at https://www.ada.gov/2010ADASTandards_index.htm. Refer to universal design principles identified by the Centre for Excellence in Universal Design web page at <http://universaldesign.ie/What-is-Universal-Design/>.

The district utilizing facilities funding must include evidence of a facilities development plan that meets all school facility requirements and local building and renovation code requirements. This plan will be submitted to ACOE, and must include a detailed plan that describes all renovation activities that are planned, a timeline for the planned activities, start dates, progress benchmarks, and final completion.

All work must be initiated before July 31, 2021, and will be utilized to to enroll and reflect increased access for children with disabilities.

1. **Adaptive Equipment:** The funding allocation for adaptive equipment is \$100,000.00, and to be utilized for the purchase or building of adaptive equipment or to modify or repair existing equipment to render it more useful for children with disabilities in both districts and ELC consortium. The adaptive equipment must:
 - a. Improve the accessibility and quality of both indoor and outdoor environments to support the participation of children with disabilities in all daily activities and routines.
 - b. Enhance participation and access to instructional materials and activities in inclusive ELC programs.
 - c. Universally designed and meet Americans With Disabilities Act standards.

Note: If the ELC facility discontinues participation within the grant period, all retrievable materials purchased must be returned to the LEA.

2. **Professional Development:** The Professional Development Funding allocation is \$450,000.00, and can be used by District and ELC consortium providers for professional development to ensure that ELC staff are prepared to serve children with a broad range of disabilities, including children with severe disabilities. ACOE will provide further information on the five CDE *required* trainings and three *recommended* to meet the CDE's professional learning requirements.
3. **Planning Teams:**
 - a. Implement a District leadership team to establish inclusive ELC programs for children with disabilities. Meeting topics will include, and not limited to, the specific activities to be

conducted, desired outcomes, collaborative agreements with local partners, timelines, and sustainability. Members of the District leadership team may include, but are not limited to, school principals, special and general education teachers, parents, public and private child care agencies, Quality Counts California, and First 5 Alameda County.

- b. Send a representative to the ACOE monthly Interagency Inclusion Collaborative meetings.
- c. Submit a plan to ACOE outlining the implementation of evidence-based inclusive practices throughout the funding period.

4. Reporting

- a. Submit grant reports to ACOE in a timely manner as directed by the CDE.

| <u>Reporting Period</u> | <u>Due to ACOE</u> |
|---|--------------------|
| ● July 1 (June 15th first fiscal year)-September 30 | October 7 |
| ● October 1-December 31 | January 7 |
| ● January 1-March 30 | April 7 |
| ● April 1- June 30 | July 7 |

5. Payment Schedule:

- 1. 25 percent of the grant award will be distributed upon receipt of the signed MOU.
- 2. Upon approval of quarterly reports, reimbursement will be made for expenditures that exceed the initial allotment.
- 3. No more than 90 percent of funds will be released prior to January 30, 2025, or until completion of all grant activities. Upon review of the final report, remaining funds will be paid. If expenditures do not equal the remaining 10 percent, the grantee will be reimbursed for new expenditures reflected. The total cannot exceed the grant award amount, and grantees may be invoiced for any unspent advancement funds.

INSURANCE:

During the term of this MOU, ACOE and DISTRICT, including any/all subcontractors, shall maintain insurance policies evidencing its comprehensive and general liability insurance coverage in a sum not less than \$2,000,000 aggregate and \$1,000,000 per occurrence, including applicable property damage, workers' compensation, auto insurance coverage, or other applicable coverages. Any and all insurance coverage may be provided by a (JOINT POWERS AUTHORITY OR OTHER) Self-Insurance Program. Any change in or limitation of coverage or cancellation of the policy no less than thirty (30) days prior to the effective date of the change, limitation or cancellation.

INDEMNIFICATION:

- A. Insofar as permitted by law, ACOE shall assume the defense and hold harmless OUSD and/or any of its officers, agents or employees from any liability, damages, costs, or expenses of any

kind whatsoever, including attorneys' fees, which may arise by reason of the sole fault or negligence of ACOE, its officers, agents or employees.

- B. Insofar as permitted by law, OUSD shall assume the defense and hold harmless ACOE and/or any of its officers, agents or employees from any liability, damages, costs, or expenses of any kind whatsoever, including attorneys' fees, which may arise by reason of any harm to person(s) or property received or suffered by reason of the sole fault or negligence of OUSD its officers, agents or employees.
- C. It is the intent of the ACOE and OUSD that where negligence or responsibility for any harm to person(s) or property is determined to have been shared, the principles of comparative negligence shall be followed and each party shall bear the proportionate cost of any liability, damages, costs, or expenses attributable to that party.
- D. ACOE and OUSD agree to notify the other party of any claims, administrative actions, or civil actions determined to be within the scope of this Agreement within ten (10) calendar days of such determination. ACOE and OUSD further agree to cooperate in the defense of any such actions. Nothing in this Agreement shall establish a standard of care for or create any legal right for any person not a party to this Agreement.

COMPENSATION:

In exchange for the support and services to be provided by OUSD under the terms and conditions of this Agreement, ACOE shall pay OUSD the amount of \$2,418,669.00. OUSD shall invoice ACOE as determined by the CDE, with the final invoice due to ACOE no later than December 15, 2024.

TERMINATION/SUSPENSION:

This M.O.U. may be terminated without cause by either party upon thirty (30) days prior written notice to the other party. When required by law, this M.O.U. may be immediately suspended by either party upon notice to the other party; any such suspension shall not extend the term of this M.O.U.

NON-DISCRIMINATION:

No person shall be subjected to discrimination on the basis of disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code in any program or activity conducted by an educational institution that receives, or benefits from, state financial assistance or enrolls pupils who receive state student financial aid.

NOTICES:

Any notice required to be given by the terms of this M.O.U. shall be deemed to have been given when the same is personally delivered or sent by first class mail, postage prepaid, addressed to the respective parties as follows:

To ACOE: Alameda County Office of Education
313 West Winton Avenue
Hayward, CA 94544

To OUSD Oakland Unified School District
1000 Broadway, Suite 300
Oakland, CA 94607

INTEGRATION:

This M.O.U. represents the entire and integrated agreement between ACOE and OUSD, and supersedes all prior negotiations, representations, or agreements, either written or oral. This M.O.U. may be amended only by a written instrument signed by the duly authorized representatives of ACOE and OUSD.

REPRESENTATION OF AUTHORITY:

The undersigned hereby represent and warrant that they are authorized by the respective parties to execute this M.O.U.

IN WITNESS WHEREOF, ACOE and OUSD have executed this M.O.U. as of the date first above written.

ALAMEDA COUNTY OFFICE OF EDUCATION



(Signature)

L. Karen Monroe

Alameda County Superintendent of Schools

Date: 9.22.2020

OAKLAND UNIFIED SCHOOL DISTRICT



(Name of Representative)

Jody London, President, Board of Education

Printed Name and Title

Date: 10/15/20



Kyla Johnson-Tramell, Secretary, Board of Education

10/15/20

Joshua Roben

From: Adriene Metoyer-Leonard
Sent: Friday, September 11, 2020 9:37 AM
To: Joshua Roben
Subject: FW: Oakland USD MOU Packets (Packard & IEEEE)
Attachments: Oakland USD DDT (Packard) MOU Packet.pdf; Oakland USD IEEEE MOU Packet.pdf

Hello Josh,

Oakland USD contract packets attached for review and processing.

Thank you,

Adriene Metoyer-Leonard
Program Specialist
Learning & Accountability, Core Learning
Office: (510) 670-4119 | Fax: (510) 670-3119

From: Ingrid Roberson <ingridr@acoe.org>
Sent: Friday, September 11, 2020 8:55 AM
To: Adriene Metoyer-Leonard <aleonard@acoe.org>; Navdeep Purewal <npurewal@acoe.org>
Cc: Leilani Hebert <lhebert@acoe.org>; L Karen Monroe <lkmonroe@acoe.org>
Subject: FW: Oakland USD MOU Packets (Packard & IEEEE)

Hi all, approved. I see we are giving \$2.2 million to OUSD out of the IEEEE grant for early learning. Have a good weekend. Ingrid

From: Adriene Metoyer-Leonard <aleonard@acoe.org>
Date: Tuesday, September 8, 2020 at 10:26 AM
To: Ingrid Roberson <ingridr@acoe.org>
Cc: Leilani Hebert <lhebert@acoe.org>
Subject: FW: Oakland USD MOU Packets (Packard & IEEEE)

Good morning Ingrid and Leilani,

Attached are the Oakland USD DDT (Packard) and IEEEE MOU packets for your review and approval.

Have a nice day,

Adriene Metoyer-Leonard
Program Specialist
Learning & Accountability, Core Learning
Office: (510) 670-4119 | Fax: (510) 670-3119

From: Navdeep Purewal <npurewal@acoe.org>
Sent: Tuesday, September 8, 2020 9:55 AM
To: Adriene Metoyer-Leonard <aleonard@acoe.org>
Cc: Neva Bandelow <nbandelow@acoe.org>
Subject: Re: Oakland USD MOU Packets (Packard & IEEEE)



Julie Manis <julie.manis@ousd.org>

Re: [EXTERNAL] RE: IEEEP Grant Resource 6128 - YMCA and City of Oakland DOCUMENTATION

1 message

Alice Atienza <alice.atienza@ousd.org>
To: Christie Herrera <christie.herrera@ousd.org>
Cc: Ifeanyi Ezeh <michael.ezeh@ousd.org>, Julie Manis <julie.manis@ousd.org>



CHRISTIE HERRERA

Yes the original document that was approved by the board Christie Herrera Thriving Children Start With Us! www.ousd.org/ece 510-984-4057 (Text)



Theresa Lozach <theresa.lozach@ousd.org>

to Christie, me, IFEANYI

| A1 | A | B | C | D | E | F | G |
|----|-----------------------|----------------|-------------|---|---|---|---|
| 1 | Facilities | | | | | | |
| 2 | Total given: | \$1,386,689.00 | | | | | |
| 3 | | | | | | | |
| 4 | OUSD | \$720,798.44 | | | | | |
| 5 | | | | | | | |
| 6 | City of Oakland | \$160,000.00 | | | | | |
| 7 | | | | | | | |
| 8 | YMCA Head Start | \$487,872.60 | | | | | |
| 9 | | | | | | | |
| 10 | OUSD new construction | \$500,000.00 | Kaiser only | | | | |
| 11 | | | | | | | |
| 12 | | | | | | | |
| 13 | | | | | | | |
| 14 | | | | | | | |
| 15 | | | | | | | |
| 16 | | | | | | | |
| 17 | | | | | | | |

Theresa Lozac'h
(Pronouns: she, her, hers)
OUSD
Special Education

Site Administrator for Burbank Preschool and Diagnostic Center
www.burbankprek.org

Kind Regards,

Alice V. Atienza
Financial Accountant II
Facilities, Planning & Management
Oakland Unified School District
Every Student Thrives!
Phone: (510) 879-5078
or (510) 534-7753
Email: alice.atienza@ousd.org

On Thu, Aug 17, 2023 at 9:26 AM Alice Atienza <alice.atienza@ousd.org> wrote:
Good Morning,

The budget for YMCA came from Theresa. Here is her Google Sheet [LINK](#).

Kind Regards,

Alice V. Atienza
Financial Accountant II
Facilities, Planning & Management
Oakland Unified School District
Every Student Thrives!
Phone: (510) 879-5078
or (510) 534-7753
Email: alice.atienza@ousd.org

On Thu, Aug 17, 2023 at 8:38 AM Christie Herrera <christie.herrera@ousd.org> wrote:
Hi Alice,

How did you come up with this figure?

Christie Herrera
Executive Director of Early Learning
Early Childhood Education Department
Oakland Unified School District
Thriving Children Start With Us!
www.ousd.org/ece
510-984-4057 (Text)
510-879-1388 (Office)

----- Forwarded message -----

From: **Anita Retzinger** <aretzinger@ymcaeastbay.org>

Date: Thu, Aug 17, 2023 at 8:21 AM

Subject: Re: [EXTERNAL] RE: IEEEP Grant Resource 6128 - YMCA and City of Oakland DOCUMENTATION

To: Christie Herrera <christie.herrera@ousd.org>

Cc: Ifeanyi Ezeh <michael.ezeh@ousd.org>, Julie Manis <julie.manis@ousd.org>, Melanie Mueller <mmueller@ymcaeastbay.org>, Pamm Shaw <pshaw@ymcaeastbay.org>, Theresa L

Hi Christie,

The figure came from this email thread. Please scroll down to the email from Alice. Attaching screenshot here.

Thanks,

Anita

Get [Outlook for iOS](#)

From: Christie Herrera <christie.herrera@ousd.org>

Sent: Thursday, August 17, 2023 8:17:41 AM

To: Anita Retzinger <aretzinger@ymcaeastbay.org>

Cc: Ifeanyi Ezeh <michael.ezeh@ousd.org>; Julie Manis <julie.manis@ousd.org>; Melanie Mueller <mmueller@ymcaeastbay.org>; Pamm Shaw <pshaw@ymcaeastbay.org>

Subject: Re: [EXTERNAL] RE: IEEEP Grant Resource 6128 - YMCA and City of Oakland DOCUMENTATION

Caution: This message is from outside our organization. Do not click on links or open attachments unless you recognize the sender's email address and know the content is safe.

Greetings Anita,

I checked in with ACOE and I think there is a bit of confusion. I am curious how you came to 487K given the language of the grant. Do you have a quote? We need this information before square footage of the facility you are using to improve inclusion access:

Facilities modification

The cost for renovations/repairs per the IEEEP grant shall not exceed \$250 per square foot at each Early Learning and Care (ELC) site to include LEA Bay (2 sites) & City of Oakland Head Start (OHS) (13)] in its service attendance area per grant requirements unless it can be matched with 33 percent

Christie Herrera

Executive Director of Early Learning
Early Childhood Education Department
Oakland Unified School District

Thriving Children Start With Us!

www.ousd.org/ece

510-984-4057 (Text)

510-879-1388 (Office)

On Sat, Aug 5, 2023 at 12:07 PM Anita Retzinger <aretzinger@ymcaeastbay.org> wrote:

Please confirm below amount available (copied from email thread below) and the timeline for spending... does it all need to be spent by a specific date?

YMCA \$487,872.60 for their facility renovation from the IEEEP grant.

Thanks,

Anita

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From: Christie Herrera <christie.herrera@ousd.org>

Sent: Saturday, August 5, 2023 10:36:57 AM

To: Anita Retzinger <aretzinger@ymcaeastbay.org>

Cc: Ifeanyi Ezeh <michael.ezeh@ousd.org>; Julie Manis <julie.manis@ousd.org>; Melanie Mueller <mmueller@ymcaeastbay.org>; Pamm Shaw <pshaw@ymcaeastbay.org>

Subject: Re: [EXTERNAL] RE: IEEEP Grant Resource 6128 - YMCA and City of Oakland DOCUMENTATION

Caution: This message is from outside our organization. Do not click on links or open attachments unless you recognize the sender's email address and know the content is safe.

Can you let us know how much you will need to be reimbursed in this year's work/contract?

Christie Herrera

Executive Director of Early Learning
Early Childhood Education Department
Oakland Unified School District

Thriving Children Start With Us!

www.ousd.org/ece

510-984-4057 (Text)

510-879-1388 (Office)

On Fri, Aug 4, 2023 at 9:51 PM Anita Retzinger <aretzinger@ymcaeastbay.org> wrote:

Many thanks, Christie! Please advise if YMCA staff (myself, Pamm or Mel) can support in contract creation or execution.

Have a great weekend,

Anita

Get [Outlook for iOS](#)

From: Christie Herrera <christie.herrera@ousd.org>

Sent: Friday, August 4, 2023 8:02:10 PM

To: Anita Retzinger <aretzinger@ymcaeastbay.org>

Cc: Ifeanyi Ezeh <michael.ezeh@ousd.org>; Julie Manis <julie.manis@ousd.org>; Melanie Mueller <mmueller@ymcaeastbay.org>; Pamm Shaw <pshaw@ymcaeastbay.org>

Subject: Re: [EXTERNAL] RE: IEEEP Grant Resource 6128 - YMCA and City of Oakland DOCUMENTATION

Caution: This message is from outside our organization. Do not click on links or open attachments unless you recognize the sender's email address and know the content is safe.

Yes we can start a contract for only services completed once the new contract is created and signed.

On Fri, Aug 4, 2023 at 7:44 PM Anita Retzinger <aretzinger@ymcaeastbay.org> wrote:

Thanks and understood. Please advise if funding is available for FY23-24. There are ongoing projects and work to do - we would want contact in place before incurring the \$400K(j

Thanks,
Anita

Get [Outlook for iOS](#)

From: Christie Herrera <christie.herrera@ousd.org>

Sent: Friday, August 4, 2023 7:41:03 PM

To: Anita Retzinger <aretzinger@ymcaeastbay.org>

Cc: Ifeanyi Ezeh <michael.ezeh@ousd.org>; Julie Manis <julie.manis@ousd.org>; Melanie Mueller <mmueller@ymcaeastbay.org>; Pamm Shaw <pshaw@ymcaeastb

Subject: Re: [EXTERNAL] RE: IEEEE Grant Resource 6128 - YMCA and City of Oakland DOCUMENTATION

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We cannot pay for last year services.

On Fri, Aug 4, 2023 at 6:37 PM Anita Retzinger <aretzinger@ymcaeastbay.org> wrote:

Hi Christie
The services I invoiced for earlier were completed between July 2022 - June 2023.
Thanks
Anita

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From: Christie Herrera <christie.herrera@ousd.org>

Sent: Friday, August 4, 2023 4:05:36 PM

To: Anita Retzinger <aretzinger@ymcaeastbay.org>

Cc: Ifeanyi Ezeh <michael.ezeh@ousd.org>; Julie Manis <julie.manis@ousd.org>; Melanie Mueller <mmueller@ymcaeastbay.org>; Pamm Shaw <pshaw@ymcaeastb

Subject: Re: [EXTERNAL] RE: IEEEE Grant Resource 6128 - YMCA and City of Oakland DOCUMENTATION

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When were the services completed?

On Fri, Aug 4, 2023 at 3:44 PM Anita Retzinger <aretzinger@ymcaeastbay.org> wrote:

Thanks, Julie. Can you confirm if a contract can be in place so we can invoice for additional expenses in FY23-24? I believe there was over \$400K (from memory, but I can ch

From: Julie Manis <julie.manis@ousd.org>

Sent: Friday, August 4, 2023 3:38 PM

To: Anita Retzinger <aretzinger@ymcaeastbay.org>

Cc: Theresa Lozach-External <theresa.lozach@ousd.org>; Melanie Mueller <mmueller@ymcaeastbay.org>; Pamm Shaw <pshaw@ymcaeastbay.org>; Christie Herrera <chri

Subject: Re: [EXTERNAL] RE: IEEEE Grant Resource 6128 - YMCA and City of Oakland DOCUMENTATION

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Good Afternoon Anita,

After further research and communications with upper management; it has been confirmed that unfortunately we will not be able to reimburse these fees.

Because the invoice was received after our fiscal year had already closed we have no way of executing a contract and getting this invoice submitted for payment under our fis

Thank you and please feel free to reach out with any questions or concerns.

Thank you

Julie Manis

On Tue, Aug 1, 2023 at 4:58 PM Anita Retzinger <aretzinger@ymcaeastbay.org> wrote:

Greetings Julie and all,

After reviewing our invoices and final report, it was determined that an adjustment needed. Please find revised invoice attached.

We are preparing for our audit, and are hoping to confirm whether or not we should expect payment before this Wednesday.

Please advise if additional information is needed.

Thanks,

Anita Retzinger

Director of Fiscal Services

C 510 708 0303

From: Julie Manis <julie.manis@ousd.org>
Sent: Wednesday, July 19, 2023 12:10 PM
To: Anita Retzinger <aretzinger@ymcaeastbay.org>
Cc: Theresa Lozach-External <theresa.lozach@ousd.org>; Melanie Mueller <mmueller@ymcaeastbay.org>; Pamm Shaw <pshaw@ymcaeastbay.org>; Christie Herrera <
Subject: Re: [EXTERNAL] RE: IEEEP Grant Resource 6128 - YMCA and City of Oakland DOCUMENTATION

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Hello Anita,

This is in review with Fiscal Management; I should have additional information shortly.

Thank you

Julie

On Wed, Jul 19, 2023 at 11:53 AM Anita Retzinger <aretzinger@ymcaeastbay.org> wrote:

Greetings all,

Just following up regarding invoice. Please advise if additional information is needed.

Many thanks!
Anita

From: Anita Retzinger
Sent: Thursday, July 13, 2023 2:44 PM
To: Julie Manis <julie.manis@ousd.org>
Cc: Theresa Lozach-External <theresa.lozach@ousd.org>; Melanie Mueller <mmueller@ymcaeastbay.org>; Pamm Shaw <pshaw@ymcaeastbay.org>; Christie Herrera
Subject: RE: [EXTERNAL] RE: IEEEP Grant Resource 6128 - YMCA and City of Oakland DOCUMENTATION

Thanks, Julie!
Feel free to reach out via email or cell – I am available to provide additional information as needed.

Anita

C 510-708-0303

From: Julie Manis <julie.manis@ousd.org>
Sent: Thursday, July 13, 2023 2:43 PM
To: Anita Retzinger <aretzinger@ymcaeastbay.org>
Cc: Theresa Lozach-External <theresa.lozach@ousd.org>; Melanie Mueller <mmueller@ymcaeastbay.org>; Pamm Shaw <pshaw@ymcaeastbay.org>; Christie Herrera
Subject: Re: [EXTERNAL] RE: IEEEP Grant Resource 6128 - YMCA and City of Oakland DOCUMENTATION

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Good Afternoon,
I will need to gather details with Fiscal Management on this and will respond shortly.

Thank you

Julie

On Wed, Jul 12, 2023 at 9:41 PM Anita Retzinger <aretzinger@ymcaeastbay.org> wrote:

Greetings OUSD,

Apologies for the delay.

Attached, please find:

- OUSD IEEEP Invoice, payable to YMCA for expenses incurred related to IEEEP expenses.
- Backup for expenses (vendor invoices paid by YMCA).

Please review and advise if additional information is needed.

In community,

Anita Retzinger

Director of Fiscal Services

C 510-708-0303

From: Melanie Mueller <mmueller@ymcaeastbay.org>
Sent: Monday, July 3, 2023 8:31 PM
To: Anita Retzinger <aretzinger@ymcaeastbay.org>
Subject: FW: IEEEP Grant Resource 6128 - YMCA and City of Oakland DOCUMENTATION

From: THERESA LOZACH <theresa.lozach@ousd.org>
Sent: Thursday, June 22, 2023 11:28 AM
To: Julie Manis <julie.manis@ousd.org>; Pamm Shaw <pshaw@ymcaeastbay.org>; Melanie Mueller <mmueller@ymcaeastbay.org>
Cc: Carrie Rasmussen <carrie.rasmussen@ousd.org>; CHRISTIE HERRERA <christie.herrera@ousd.org>; IFEANYI EZEH <michael.ezeh@ousd.org>
Subject: Re: IEEEP Grant Resource 6128 - YMCA and City of Oakland

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Hi all -

Please see below for past emails around the IEEEP funding for YMCA Head Start - and attached documentation.

Does this help?

Theresa Lozac'h

(Pronouns: she, her, hers)



Site Administrator for Burbank Preschool and Diagnostic Center

www.burbankprek.org

On Tue, Jan 3, 2023 at 10:46 AM ALICE ATIENZA <alice.atienza@ousd.org> wrote:

Good Morning, Carrie

Attached: MOU between OUSD and ACOE, IEEEP Grant (resource 6128).

I called you this morning. Apparently, OUSD is reimbursing City of Oakland HeadStart, \$160,000 and YMCA \$487,872.60 for their facility renovation from the IEEEP grant. I am looking for the correct form/template to amend the attached MOU.

In addition to the reimbursement of facility renovation expenses, there should be a clause/paragraph about submitting an expenditure report to OUSD using ACOE template (match requirements) and facility requirement (I attached email strings).

Thank you, Carrie, for helping me with the amendment.

Hi Theresa,

Carrie would like to set up a time to talk to you about the program side. She is asking some questions and would like additional information. Please email her to set up a time.

Kind Regards,

Alice V. Atienza

Financial Accountant II

Oakland Unified School District

Early Childhood Education Office

Phone: (510) 879-5078

Email: alice.atienza@ousd.org

<http://www.ousd.org/ece>

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Apply - Submit an application at ousdapply.schoolmint.net

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Thank you,

Julie Manis

Financial Accountant II
Early Childhood Education Department
Oakland Unified School District

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www.ousd.org/ece

julie.manis@ousd.org

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Thank you,

Julie Manis

Financial Accountant II
Early Childhood Education Department
Oakland Unified School District

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www.ousd.org/ece

julie.manis@ousd.org

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Thank you,

Julie Manis

Financial Accountant II
Early Childhood Education Department
Oakland Unified School District

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www.ousd.org/ece

julie.manis@ousd.org

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Christie Herrera
Executive Director of Early Learning
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