

Board Office Use: <b>Legislative File Info.</b>	
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Introduction Date	11/14/18
Enactment Number	
Enactment Date	



# Memo

**To** Board of Education

**From** Kyla Johnson-Trammell, Superintendent  
Andrea Bustamante, Executive Director, Community Schools and Student Services Dept.  
Ali Metzler, Coordinator, Community School Leadership

**Board Meeting Date** November 14, 2018

**Subject** Memorandum of Understanding  
Contractor: Karatedo Shinyokai  
Services For: Community Partnerships, Community Schools and Student Services Dept.

**Action Requested and Recommendation** Approval by the Board of Education of the Memorandum of Understanding between the District and Karatedo Shinyokai, El Cerrito, CA, for the latter to provide karate lessons that contain both physical and non-physical components; the first stage of karate is basic fitness; students then learn the basic techniques of karate, consisting of punches, blocks and kicks, which continues to teach students how to move the body, at Peralta Elementary for the period of September 1, 2018 through June 15, 2021, at no cost to the District.

**Background**  
*(Why do we need these services? Why have you selected this vendor?)* Non-Title I schools have a significant need for after-school enrichment programming. Additionally, teaching karate in a safe and supportive environment builds character and enhances both body and mind.

**Competitively Bid** Was this contract competitively bid? No  
If no, exception: No fees to OUSD for services; PTA program.

**Fiscal Impact** Funding resource(s): No Fiscal Impact

**Attachments**

- Memorandum of Understanding
- Scope of Work
- Statement of Qualifications
- Certificate of Insurance

**MEMORANDUM OF UNDERSTANDING, NO COST TO OAKLAND UNIFIED SCHOOL DISTRICT**

**I. Parties**

The purpose of this Memorandum of Understanding (“MOU”) is to establish a relationship between Oakland Unified School District (“OUSD”) and Karatedo Shinyokai  
[CONTRACTOR—name of your organization].

WHEREAS, the CONTRACTOR’s services or program described in this MOU will be provided at no cost to OUSD (or students or parents unless otherwise agreed upon by both parties); and

BOTH PARTIES HEREBY enter into this MOU to enable CONTRACTOR to provide said program(s) selected in Section II of the MOU.

**II. Site Name(s)**

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

Peralta Elementary, Oakland, CA

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**III. CONTRACTOR Responsibilities/Scope of Services**

A. Provide a description of the services that your program(s) will be providing to OUSD. Please be specific by answering all of the following questions.

1. A detailed description of the type of services your program(s) will provide to OUSD (reference Exhibit A: Scope of Work)
2. A description of your organization and relevant experience (reference Exhibit B: Statement of Qualifications)
3. Please disclose all costs to parents or students (if applicable). If no such costs, leave blank or write “N/A.”

Karatedo Shinyokai provides instruction in traditional Japanese karate. Mark Sensei teaches all of the lessons

personally, having 30+ years martial arts experience. He teaches in several schools in the Bay Area as well as

operates his own school in El Cerrito.

\_\_\_\_\_

\_\_\_\_\_

4. **Alignment with District Strategic Plan:** Indicate the goals and visions supported by the services of this contract: (Check all that apply.)

- Ensure a high quality instructional core
- Develop social, emotional and physical health
- Create equitable opportunities for learning
- High quality and effective instruction
- Prepare students for success in college and careers
- Safe, healthy and supportive schools
- Accountable for quality
- Full service community schools district

B. Ensure that all CONTRACTOR personnel, including subcontractors, will comply with any policy and systems in place at OUSD and School(s). This includes, but is not limited to the following:

1. **Drug and Smoke Free**—No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, CONTRACTORS, or subcontractors are to use drugs at these School(s).
2. **Anti-Discrimination**—It is the policy of OUSD that in connection with CONTRACTOR’s services under this MOU there shall be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, age, or other legally protected class. Therefore, the CONTRACTOR agrees to comply with all applicable Federal and California laws.
3. **Conflict of Interest**—CONTRACTOR shall abide by and be subject to all applicable OUSD policies, regulations, statutes or other laws regarding conflict of interest. CONTRACTOR shall not hire any OUSD employee to perform the services in this MOU, and affirms that to the best of its knowledge no such conflict presently exists. CONTRACTOR agrees to alert OUSD in writing if and when a potential conflict arises.
4. **Family Education Rights and Privacy Act**—CONTRACTOR shall observe all District policies and regulations, and state and federal laws, including the Family Education Rights and Privacy Act of 1974, commonly known as FERPA, related to the confidentiality of pupil and personnel records. A separate Data Sharing Agreement is required if CONTRACTOR seeks identifiable student information.

C. **Tuberculosis Screening:** CONTRACTOR is required to screen employees and agents who will be present at OUSD sites during the current school year. CONTRACTOR affirms that each person has current proof of negative TB testing on file and TB results are monitored. Please see **Section IV** for the relevant documentation that is required.

D. **Fingerprinting of Employees and Agents.** The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to CONTRACTOR’s services under this MOU. CONTRACTOR certifies its compliance with these provisions as follows:

CONTRACTOR certifies that CONTRACTOR has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all CONTRACTOR’s employees, subcontractors, agents, and subcontractors’ employees or agents (“Employees”) regardless of whether those Employees are paid or unpaid, concurrently employed by OUSD, or acting as independent contractors of CONTRACTOR, who may have contact with

OUSD pupils in the course of providing services pursuant to the MOU, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1.

CONTRACTOR further certifies that it has received and reviewed fingerprint results for each of its Employees and CONTRACTOR has requested and reviews subsequent arrest records for all Employees who may come into contact with OUSD pupils in providing services to the District under this MOU. [Please see **Section IV** for the relevant documentation that is required.]

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

#### **E. Insurance**

1. **General Liability:** ***EITHER*** (a) CONTRACTOR maintains general liability insurance that names OUSD as an additional insured, for operations, students, volunteers, and personnel at location where CONTRACTOR provides programs/services with at least \$1 Million in coverage, and furnish certificate of said insurance to OUSD ***OR*** (b) CONTRACTOR is not required to maintain general liability insurance under this MOU if the Risk Management Officer signs a waiver of insurance. Please see **Section IV** for the relevant documentation that is required.
2. **Workers' Compensation:** If CONTRACTOR employs any person to perform work in connection with this MOU, CONTRACTOR shall procure and maintain at all times during the performance of such work, Workers' Compensation Insurance in conformance with the laws of the State of California and federal laws, when applicable. The CONTRACTORS' Employers' Liability Insurance shall not be less than One Million Dollars (\$1,000,000) per accident or disease. Please see **Section IV** for the relevant documentation that is required.

Check one of the boxes below:

- CONTRACTOR is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and will comply with such provisions before commencing the performance of the Work of this Contract.
- CONTRACTOR does not employ anyone in the manner subject to the workers' compensation laws of California.

- F. **Communication**—CONTRACTOR agrees to communicate with School(s) and OUSD staff, both formally and informally, to ensure, to the best of the program's ability, that the CONTRACTOR'S services are aligned with the School(s) and OUSD's mission and objectives and are adequately meeting student's needs. At the request of School(s) or OUSD staff, CONTRACTOR shall provide reasonable data and information to students participating in the CONTRACTOR's program.
- G. **Confidentiality**—CONTRACTOR shall maintain strict confidentiality of all information about individual students received under this MOU and will not disseminate such information without the express written consent of OUSD. CONTRACTOR will comply with FERPA, and will be allowed to use the data received to solicit funding to continue to expand its services/program, so

long as there is no information from which the identity of any student in the CONTRACTOR's program as a participant could be made.

- H. **Register With/Update Provider Database**—In order to maintain accurate up-to-date information on the services provided, Contractor shall register in OUSD's provider database, update schools of operation prior to commencing services during subsequent school years, and update during the current school year when Contractor's schools of operation change.

#### IV. Required Documents

CONTRACTOR CANNOT commence the services agreed to in this MOU until it has submitted the following documents:

A. **TB and Fingerprinting Clearance**

**Contractor (Individual):**

- Submit clearance letter from authorized agency verifying individual has been Fingerprinted/Criminal Background Checked for this current fiscal year. Additionally, please provide documentation from health care provider showing negative TB status of individual within the last four years.

**Contractor (Agency):**

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

B. **Insurance**

**Contractor (Individual/Agency):**

- Please attach documentation of either proof of insurance, or a waiver signed by the Risk Management Officer. The additional insured address must read: Oakland Unified School District, Attention: Risk Management, 1000 Broadway Suite 440, Oakland, CA 94607. Waiver of insurance does not release CONTRACTOR from responsibility for any claim or demand.

#### V. Responsibilities of Oakland Unified School District

- A. **Space**—Provide a suitable classroom or space at the participating School(s), to be agreed upon by School(s) and the CONTRACTOR.
- B. **Janitorial Service**—Provide necessary services to maintain this space, which may include janitorial services, maintenance, utilities, and technology support.

#### VI. Duration

This MOU is for the 09/01/18 -- 06/15/21 period.  
[Insert mm/dd/year] [Insert mm/dd/year]

**VII. Termination**

Either party may terminate this MOU at any time, without cause, with 30 day written notice to the other party. This MOU may be amended by mutual consent of the parties. All amendments must be in writing and signed by both parties.

**VIII. Defense/Indemnity/Hold Harmless**

Each party to this MOU agrees to defend, indemnify and hold harmless the other for and from any claims, causes of action, or any other proceeding of any type or kind that is made against the other where such claim, cause of action or other proceeding arises from the conduct, act, omission, or commission by the other party.

**IX. Jurisdiction**

This MOU shall be performed in Oakland, California and is governed by the laws of the State of California. The Alameda County Superior Court or the United States District Court for the Northern District of California shall have jurisdiction over any civil action arising out of or relating to this MOU.

**X. Notices**

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

**DISTRICT**

Contact: Marion McWilliams  
Title: General Counsel  
Address: Office of the General Counsel  
1000 Broadway, Suite 680  
Oakland, CA 94607  
Phone: 510-879-8535  
Fax: 510-879-4046  
Email: marion.mcwilliams@ousd.org

**CONTRACTOR**

Contact: Mark Lewkowitz  
Title: Owner  
Address: 7512 Fairmount Ave  
El Cerrito, CA 94530  
Phone: 510-575-9253  
E-mail: info@karatedoshinyokai.com

OUSD Sponsoring School/Department: Peralta, EBAC

**XI. Liability**

Other than as provided in this Agreement, OUSD’s financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. 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.

**XII. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion**

CONTRACTOR certifies to the best of his/her/its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation

Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List (<https://www.sam.gov/>).

**XIII. Integration and Modification**

This MOU constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This MOU may be amended or modified only in writing, signed by both Parties.

**XIV. Assignment**

The rights and obligations of the each Party under this MOU shall not be assigned without the express prior written consent of the other Party.

**XV. Waiver**

No delay or omission by either Party in exercising any right under this MOU shall operate as a waiver of that or any other right provided for in this MOU.

**XVI. No Rights in Third Parties**

This MOU does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.

**XVII. Counterparts**

This MOU and all amendments and modifications to it may be executed in counterparts, and all counterparts together shall be construed as one document.

**XVIII. Intellectual Property**

During the term of this MOU, any works created by or inventions of Contractor, his agents or employees, within the scope of the work contracted herein shall belong to the District together with all associated copy rights and patents. Contractor shall not publish any aspect of the work performed hereunder without prior written consent of the District.

**XIX. Relationship of Parties**

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

**XX. Signature Authority**

Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been given the proper authority and empowered to enter into this Agreement.

**XXI. Incorporation of Recitals and Exhibits**

The Recitals and each exhibit attached hereto are hereby incorporated herein by reference. CONTRACTOR 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.

**XXII. Public Document**

This contract, its contents, and all incorporated documents are public documents and will be made available by OUSD to the public online via the Internet.

IN WITNESS THEREOF, the parties to this agreement have duly executed it on the day, month and year set forth below.

**OAKLAND UNIFIED SCHOOL DISTRICT**

**CONTRACTOR**

- President, Board of Education      Date (mm/dd/year)
- Superintendent
- Chief or Deputy Chief


      8/30/18  
 Contractor Signature      Date (mm/dd/year)

Mark Lewkowitz, Owner  
 Print Name, Title

\_\_\_\_\_  
 Secretary, Board of Education      Date (mm/dd/year)

Form approved by OUSD General Counsel for 2017-18 FY

OAKLAND UNIFIED SCHOOL DISTRICT  
 Office of the General Counsel  
 APPROVED FOR FORM & SUBSTANCE

By:   
 Amy Brandt, Attorney at Law  
 10-18-18

OUSD or the District verifies that the Contractor does not appear on the Excluded Parties List at <https://www.sam.gov/>



## EXHIBIT "A" SCOPE OF WORK

**Description of Services to be Provided and Specific Expected Outcomes:** Highlight each program that you provide to OUSD. Attach a separate document if more space is needed.

Provide karate lessons on Friday afternoons at Peralta Elementary  
Max class size: 18

Karatedo Shinyokai and Mark Sensei believe that karate contains both physical and non-physical components.

The first stage of karate is basic health and fitness. Exercises like jumping jacks, pushups and lunges are taught to improve the students basic level of fitness as well as improve their coordination.

Students then learn the basic techniques of karate, consisting of punches, blocks and kicks, which continues to teach students how to move the body.

Eventually, students move on to partner work, where students must coordinate their own movements with another person.

But it is through this vehicle of karate that students also learn things like good posture, respect, physical control, emotional control, to create a habit of effort, etc. Mark Sensei's karate lessons are highly structured and teach both the physical movements of karate as well as engage in students' development of character.

Students will progress through the belt ranks as they both become fluent in the physical moves as well as develop character and improve their attitude and behavior.

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

**Description of Organization and Relevant Experience:** For individual consultants, a résumé will suffice. Attach a separate document if more space is needed.

**Mark Lewkowitz**

**Training Experience**

33 years of continuous karate training since the age of 6  
23 years of continuous karate teaching experience since the age of 16  
Travels around the world and within the US to both teach and learn  
Returns to Japan at least once per year to continue his own education

**Schools**

Has taught in over a dozen schools in the Bay Area  
Currently teaches in several schools in the East Bay every day of the week  
(Harding Elementary, American Int'l Montessori, Prospect Sierra, Peralta...)

**Peralta**

Has continuously taught karate at Peralta for many years  
Displays successful demonstrations at the end of each session in order to involve the parents and highlight the kids' growth

**Mind Body Dojo**

Successfully operates his own martial arts studio in El Cerrito, CA  
A continuously growing school with classes being added frequently  
Enjoys teaching 7 days per week



KARASHI-01

DBOHANNON

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
08/20/2018

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).

<b>PRODUCER</b> Terry L. Green & Associates, Inc. 3100 Five Forks Trickum Road Suite 101 Lilburn, GA 30047	<b>CONTACT NAME:</b>	
	<b>PHONE (A/C, No, Ext):</b> (678) 344-9994	<b>FAX (A/C, No):</b> (770) 978-2780
	<b>E-MAIL ADDRESS:</b> info@esportsinsurance.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> Houston Casualty Company	
	<b>INSURER B:</b>	
<b>INSURED</b>  Karatedo Shinyokai, LLC 7512 Fairmount Ave El Cerrito, CA 94530	<b>NAIC #</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	
	<b>INSURER G:</b>	

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

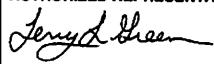
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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"/> <b>COMMERCIAL GENERAL LIABILITY</b>	X		18-7006436-20630	05/01/2018	05/01/2019	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						MED EXP (Any one person) \$
	OTHER:						PERSONAL & ADV INJURY \$ 1,000,000
	<b>AUTOMOBILE LIABILITY</b>						GENERAL AGGREGATE \$ 1,000,000
	<input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY						PRODUCTS - COMP/OP AGG \$ 1,000,000
	<input type="checkbox"/> Hired AUTOS ONLY						
	<input type="checkbox"/> SCHEDULED AUTOS						
	<input type="checkbox"/> NON-OWNED AUTOS ONLY						
	<b>UMBRELLA LIAB</b>						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> OCCUR						BODILY INJURY (Per person) \$
	<input type="checkbox"/> EXCESS LIAB						BODILY INJURY (Per accident) \$
	DED						PROPERTY DAMAGE (Per accident) \$
	RETENTION \$						
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		Y/N	N/A			PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Certificate Number: MS6KRSWVKG. Covered Activities: Martial Arts.. Locations: 7512 Fairmount Ave., El Cerrito CA 94530.

Certificate Holder Named as Additional Insured

**CERTIFICATE HOLDER**                      **CANCELLATION**

Oakland Unified School District Risk Management 1000 Broadway Suite 440 Oakland, CA 94607	<b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b>  <b>AUTHORIZED REPRESENTATIVE</b> 
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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – DESIGNATED  
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
<p>Oakland Unified School District Risk Management 1000 Broadway Suite 440 Oakland, Ca 94607</p> <p>Oakland Unified School District as been added as Additional Insured.</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

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

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.



## east bay agency for children

August 22, 2018

Oakland Unified School District  
Attention: Risk Management  
1000 Broadway, Suite 440  
Oakland, California 94607

To Whom It May Concern:

This letter serves to confirm that all East Bay Agency for Children (EBAC) employees, interns, volunteers, subcontractors, partner agencies and their staff members are required to have DOJ & FBI fingerprint (ORI #: AE 187) and TB clearances to be employed by EBAC and therefore to be assigned to any of our partner school districts.

Our subcontractors include the following entities and individuals:

- Funk Rock
- Oakland Youth Chorus
- Destiny Arts Center
- Challenge Island
- Karatedo Shinyokai- Mark Lewkowitz
- La Plazita Preschool
- Robert Frazier, Individual
- Ellen Oppenheimer, Individual
- Rachel Lowy, Individual
- Aaron Southerland, Individual

We will also receive, via our agreement with the California Department of Justice, reports of any subsequent arrests for any of our employees, interns, volunteers, subcontractors, partner agencies and their staff members who received clearances through their respective agencies.

Additionally, employees, interns, volunteers, subcontractors, partner agencies and their staff members are required to renew their TB skin tests, chest x-rays and/or TB Assessments every four years.

Proof of fingerprinting and TB testing for any staff that we assign to an OUSD school will be available to OUSD upon demand.

Best regards,

Tammy Jones, Chief Operating Officer

ADMINISTRATIVE OFFICES  
303 Van Buren Avenue  
Oakland, CA 94610  
Ph: 510.268.3770  
F: 510.268.1073  
www.EBAC.org

SERVICES  
School-Based Behavioral Health  
*Schoolbased therapy*

Intensive Behavioral Health  
*Counseling enriched classrooms*  
*Therapeutic nursery school*  
*Youth empowerment services*

Family & Community Wellness  
*Afterschool programs*  
*Child assault prevention*  
*Early childhood services*  
*Family resource centers*  
*Grief and loss support*  
*School-based health center*

Trauma Informed Collaborative  
*Trauma Transformed center*

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Josh Leonard

Please Remember EBAC  
in Your Will

**SAM Search Results**  
**List of records matching your search for :**

**Search Term : karatedo\* shinyokai\***  
**Record Status: Active**

**No Search Results**