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Enactment Date	12/2/15



Memo

To Board of Education

From Antwan Wilson, Superintendent
Bernard McCune, Deputy Chief Postsecondary

Board Meeting Date December 2, 2015

Subject **Participation Partnership Agreement with Union Bank for SCHOOL BRANCH at METWEST HIGH**

Action Requested **APPROVAL OF THE Participation Partnership Agreement With Union Bank For School Branch At MetWest High**

Background and Discussion The District has been in negotiations with Union Bank for one year to open a School Branch at MetWest High School. This is a unique opportunity for the District that is aligned to District pathways, Measure N and increased career opportunities for District students. The program is designed such that students at Dewey Academy may also participate. Among many opportunities for the District and students, the Agreement provides for:

- \$1,500.00 paid by the Bank to Interns (8 to 12 interns), and
- Up to \$100,000 paid by the Bank for construction/build-out costs for the Bank branch located on-site at MetWest.
- The branch will be known as the "MetWest High School Branch of MUFG Union Bank" ("Branch"); within the campus environment, the Branch may be referred to as the "MetWest" Branch.

The Agreement is for a term commencing on the Effective Date and continuing through June 30, 2018, with an option to renew the Agreement for two (2) additional three (3) year periods.

Recommendation **APPROVAL OF THE Participation Partnership Agreement With Union Bank For School Branch At MetWest High**



Fiscal Impact

Revenue to the District for construction of the branch -
\$100,000

Attachment

- Participation Partnership Agreement
- Metwest High School Branch Project Guidelines, Addendum A
- Participation Partnership Mission Statement



PARTICIPATION PARTNERSHIP MISSION STATEMENT

We, MUFG Union Bank, N.A. ("Bank"), the Oakland Unified School District ("District"), and MetWest High School ("School"), agree to form a participation partnership ("Partnership") for the establishment of a school Bank branch at MetWest High School in Oakland, California.

Bank agrees to:

- Train students and a teacher supervisor
- Provide trainers and supervisors
- Provide career mentors
- Design work-based curricula and in-school curricula as needed
- Provide a completely equipped and functional on-campus branch within facilities provided by the school

District and School agree to:

- Recruit students to participate in the internship program
- Train student interns
- Design in-school and work-based curricula
- Provide college and career counselors
- Provide teachers and facilities

The goals agreed to by this Partnership are including, but not limited to the following:

- To educate students and their families about personal financial responsibility
- To provide students with training in and knowledge of the financial services industry
- To increase the number of students that seek advanced education after high school (e.g., college, trade school, etc.)
- To increase the number of students that transition into financial services careers or educational programs
- To support the business curriculum of the District by providing students hand-on application in a business environment
- To supply character and career building opportunities to School students

The expected outcomes of this Partnership are:

- The transition of students into financial services occupations
- The transition of students into post-high school educational programs (e.g., college, trade school, etc.)
- The creation of a model program that is able to be improved and replicated
- An increased use of financial institutions by the community
- An increase in personal savings for postsecondary education and long-term goals

PARTICIPATION PARTNERSHIP AGREEMENT

(In-School Banking Program)

THIS PARTICIPATION PARTNERSHIP AGREEMENT ("Agreement") is entered into as of the November 1, 2015 ("Effective Date") and is entered into by and among the Oakland Unified School District ("District"), MetWest High School ("School") and MUFG Union Bank, N.A., a national banking association ("Bank") and collectively referred to as Parties ("Parties") herein.

RECITALS

WHEREAS, the Bank desires to implement an In-School Banking initiative ("Program") with the School through the operation of a student-run Bank branch at the School; and

WHEREAS, the Bank operates a general banking business including retail services with Bank branches located in Oakland, California and

WHEREAS, the District and School desire to provide its students with marketable job skills and the opportunity for career development within the financial services field; and

WHEREAS, the Parties desire to jointly participate in the Program as more fully described herein and to define their participation in and contributions to the Program.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, the Parties hereby agree as follows:

AGREEMENT:

1. **Incorporation of Recitals:** The matters recited above are hereby incorporated into and made a part of this Agreement.
2. **Term and Option to Renew:** This Agreement is for a term commencing on the Effective Date and continuing through June 30, 2018 ("Term"), unless terminated sooner as provided herein. The Parties shall have the option to renew the Agreement for two (2) additional three (3) year periods. The option to renew must be accepted by both Parties. Any such extension shall be known as a "Renewal Period" and shall be subject to the same terms and conditions as this Agreement. Exercise of the option to renew is subject to approval by the members of the District. Any such renewal shall be documented in a writing signed by the Parties hereto.
3. **Early Termination Right:** Each party shall have the right to terminate this Agreement at any time for any or no reason whatsoever upon giving one hundred two (120) days written notice to the other Parties.
4. **Participation:** The Parties shall participate together in the following manner, and as set forth in the MetWest High School Branch Project Guidelines which are attached hereto and incorporated herein as Addendum A ("Guidelines"):
 - (a) Bank shall provide overall coordination of the Program, including funding necessary to operate the branch, communication among the Parties, and funding for student interns ("Interns") outlined below:

Fifteen hundred dollars (\$1,500.00) per Intern shall be paid to the District for scholarship purposes as follows: (1) A \$500 per Intern training stipend will be paid to the District for each Intern following completion of the Bank training program each year, and (2) the remaining \$1,000 per Intern will be paid to the District prior to the Intern's graduation and successful completion of the work program as determined by the Bank and the School instructor for the Program;

- (b) Up to \$100,000 shall be paid by the Bank for construction/build-out costs for the Bank branch located on-site at the School, to be known in the community as the "MetWest High School Branch of MUFG Union Bank" ("Branch"). Within the campus environment, the Branch may be referred to as the "MetWest" Branch;
 - (c) Bank shall provide training for Interns participating in this Program at its San Francisco Learning and Development Center ("training facility") in San Francisco, CA, and supervision of banking activities at the Branch;
 - (d) Bank or its contributors shall provide equipment needed for operation of the Branch; and
 - (e) District shall provide mutually agreeable space ("Bank Space") and utilities for the Bank to operate a functional, student-run Bank branch at the School.
5. **Operations:** Bank shall operate the Branch at all times in a reputable and first class manner so as not to injure the reputation of the School or the District, while School and District representatives shall operate at all times so as not to injure the reputation of the Bank.
6. **Compensation:** Except as outlined in Paragraph 4 above, neither the District or School (including any employees or students) is entitled to any payment, nor is the District obligated to pay Bank any amount as a result of entering into this Agreement. This Agreement is intended to govern the relations between the District, the School and the Bank in connection with the responsibilities and contributions to be rendered by each party related to this Program.
7. **Regulatory Approval:** Bank represents and warrants that it is and shall remain in compliance with all federal, state, and local laws, statutes, rules and regulations relating to banking activities and its participation in the Program under this Agreement, including, but not limited to, rules and regulations of the Federal Reserve Bank of San Francisco, the Federal Deposit Insurance Corporation, the Office of the Comptroller of the Currency, and the Consumer Financial Protection Bureau, and the Bank further represents and warrants that it will receive all necessary approvals to open and operate the Branch.
8. **Safe:** The Bank will provide a safe to hold necessary financial documents and cash holding at the Branch. The amount of cash on hand will not be disclosed to any District employee or student as a standard of operation followed by the Bank for security reasons. Moneys from the Branch will be picked up as arranged and determined by the Bank.
9. **Security:** The Bank acknowledges and agrees that the District and School are under no obligation and shall not be responsible for providing security for the Branch. The Bank maintains the utmost concern for the safety of its employees, the Interns and all who are in contact with the Branch. The Bank retains the option of employing an on-site, unarmed security guard for the Branch during the hours the Branch is open, if it deems necessary. Other security measures employed by the Bank at the Branch, including alarms and cameras, will be in keeping with sound banking industry standards.
10. **Insurance:** School and Bank agree to the following insurance provisions:
- 10.1 Each shall (a) obtain and maintain insurance policies as outlined below, and (b) name the other as additional insureds on their respective insurance policies.
- (a) Commercial General Liability insurance (contractual liability included) with a minimum combined single limit of \$1 million per occurrence, a general aggregate limit of \$2 million, and excess liability coverage in the amount of \$25 million.
 - (b) Property Damage Insurance with a minimum combined single limit of not less than \$1 million per occurrence.
 - (c) Business Automobile Liability Insurance with a minimum combined single limit of \$1 million per occurrence.

- (d) Worker's Compensation Insurance as required by the Labor Code of the State of California, and Employers' Liability Insurance.

10.2 Both Parties acknowledge and agree that the District is permissibly self-insured under the laws of the State of California. Each of the Parties waives any rights each may have against the other on account of any loss or damage occasioned to any of the Parties, as the case may be, their respective property, the Bank Space or its contents arising from any liability, loss, damage or injury caused by fire or other casualty for which (a) insurance is carried or required to be carried pursuant to this Agreement and (b) such insurance reasonably reimburses the affected party for such liability, loss, damage or injury.

10.3 The insurance policies obtained by the Parties pursuant to this Agreement shall contain endorsements waiving any right of subrogation which the insurer may otherwise have against the non-insuring party. Bank will insure its employees for workers' compensation purposes while they are on School property. The District shall provide to Bank evidence of its self-insurance and excess liability coverages.

11. **Indemnification:** To the fullest extent authorized under the laws of California, the Bank agrees to defend, hold harmless, and indemnify the School and the District from and against any liability, claims, actions, damages or losses of any kind (including death or injury to any person or damage to property) arising out of or in connection with the Bank's (or those of its respective agents, officers, employees, volunteers or representatives use of the Bank Space and its facilities; provided, however, that the Bank shall not be liable for such damage or injury to the extent and in the proportion that the same is ultimately determined to be attributable to the negligence or misconduct of the School or District (including their officials, officers, agents, employees, and students). Likewise, the School and the District (or those of its respective agents, officers, employees, volunteers or representatives) agree to defend, hold harmless and indemnify the Bank from and against any liability, claims, actions, damages or losses of any kind (including death or injury to any person or damage to property arising out of or in connection with any area outside of the Bank Space; provided, however, that the School and District shall not be liable for such damage or injury to the extent and in the proportion that the same is ultimately determined to be attributable to the negligence or misconduct of the Bank. All indemnity obligations under this paragraph shall survive the expiration or termination of this Agreement.
12. **Entire Agreement; No Amendment.** It is understood that there are no oral or written agreements or representations between the Parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, representations, agreements and understandings, if any, between the Parties. No provision of this Agreement may be amended except by an agreement in writing signed by the Parties.
13. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:** The District certifies to the best of its knowledge and belief, that it and its officials: 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/portal/public/SAM>
14. **Conduct of Bank.** Bank will adhere to the following requirements which shall apply to all employees assigned to the MetWest Bank Branch:
1. **Tuberculosis (TB) Screening.** Bank employees assigned to the MetWest Bank Branch must obtain TB screening or complete the TB risk assessment questionnaire attached hereto as Exhibit "B" to protect the safety of students and adults on campus. In accordance with AB 1677, as an alternative to taking a TB screening test, the TB screening requirements may also be satisfied by completion of the attached TB risk assessment questionnaire, and any follow-up testing as indicated by the risk assessment questionnaire to demonstrate that the Bank employees are free of communicable TB. Bank is not required to submit any TB

screening test results or risk assessment questionnaires to the District for employees assigned to MetWest Bank Branch.

2. **Fingerprinting of Employees and Agents.** The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to Bank services under this Agreement and Bank certifies its compliance with these provisions as follows: "Bank certifies that Bank has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all Bank 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 Bank, who may have contact with OUSD pupils in the course of providing services pursuant to the Agreement, 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. Bank further certifies that it has received and reviewed fingerprint results for each of its Employees and Bank has requested and reviews subsequent arrest records for all Employees who may come into contract with OUSD pupils in providing services to the District under this Agreement.

15. Non-Discrimination. It is the policy of OUSD that in connection with all work performed under Contracts there 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, or age and therefore the Bank 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, the Bank agrees to require like compliance by all its subcontractor(s). Bank 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 or sexual orientation.

16. Drug-Free / Smoke Free Policy. No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, CONTRACTORS, or subcontractors are to use drugs on these sites.

17. Notices: All notices and invoices provided for under this Agreement shall be emailed or personally delivered during normal business hours to the other party as follows:

OUSD Representative:
Jacqueline P. Minor, General Counsel
Jacqueline.minor@ousd.k12.ca.us

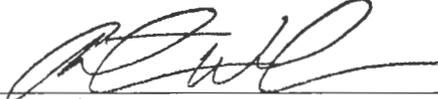
Charles Plant, Principal, MetWest
charlie.plant@metwest.org
charles.plant@ousd.k12.ca.us

Bernard McCune, Deputy Chief,
Postsecondary Readiness
bernard.mccune@ousd.k12.ca.us

Bank:
MUFG Union Bank, N.A.
Legal Division – San Francisco
ATTN: Jon Nakamura
400 California St, 16th Floor
San Francisco, CA 94104
Email: jon.nakamura@unionbank.com
Facsimile: (415) 765-3391

18. Additional Terms and Conditions: Additional terms and conditions are described in the Guidelines attached hereto and incorporated herein as Addendum A.

OAKLAND SCHOOL DISTRICT

By 
Superintendent

MUFG UNION BANK, N.A.

By 
Elaine Genevro, Regional President Northern California
and the Pacific Northwest

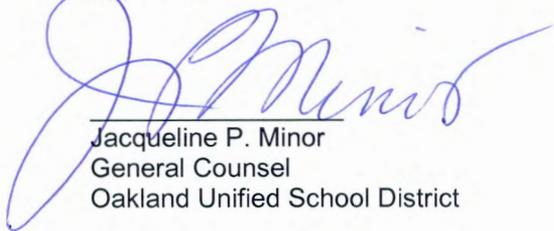
METWEST HIGH SCHOOL

By 
Charles Plant, Principal


President, Board of Education
Oakland Unified School District


Secretary, Board of Education
Oakland Unified School District

Approved as to Form


Jacqueline P. Minor
General Counsel
Oakland Unified School District

File ID Number: 15-2314

Introduction Date: 12/2/15

Enactment Number: 15-1871

Enactment Date: 12/2/15

By: 

METWEST HIGH SCHOOL BRANCH PROJECT GUIDELINES
ADDENDUM A

to
Participation Partnership Agreement dated as of November 1, 2015

1. **Name:** The Branch at the School will be known as the "MetWest High School Branch of MUFG Union Bank."

2. **Mission Statement/Goals:** The mission statement of the Branch will be to provide financial services and education to the students and staff of School, and by extension to their families and the local community, through the operation of a student-run Branch at the School. The Branch will provide "real world" experience and professional training for School student interns, and further the Core Values of the Bank.

3. **Location, Hours of Operation and Services:** The Branch will be located within the campus of the School, in a space mutually agreed upon by the Bank, the School, and the Board. The Branch will be open during hours and days that the MetWest School District Public Schools are open or at other times, with the consent of the School Principal and as the Bank deems appropriate. The specific hours of operation will coincide with student class periods and will be determined upon agreement by the School Principal and the Bank.

The Branch will be open to all students, faculty and staff. Other members of the public, who are at the campus on school business, may use the Branch at the discretion of the School and the Principal.

The Branch will offer Bank deposit products. Loan application forms will be available for distribution only at the Branch for customers, although Interns will not be trained as lenders.

4. **Interns:** Approximately 8-12 student bankers will be selected as non-employee interns ("Interns") for the Branch annually. The potential interns will be selected by Bank from a group of students (Juniors) recommended by the School Principal and/or faculty at School. The School Principal and/or faculty will set the initial criteria for internship at the Branch, such as maintenance of a specific Grade Point Average (GPA) or completion of specific coursework.

The nominated students will prepare resumes for submission to the Bank, as well as undergo a written basic skills test and interview process prior to selection.

Bank policy requires that FBI criminal background checks be conducted on all individuals being offered student internships. Students who participate in the Branch internship program will be required to obtain parental or guardian permission to complete the criminal background check. Background Check permission forms will be distributed to the Interns for signature by their parent or legal guardian.

Students who are selected to participate as Interns at the Branch will be expected to undergo approximately 2-3 weeks of training during the summer at a Bank training facility at 400 California St, San Francisco, CA 94104 as determined by the Bank. The Interns will be advised of the training schedule prior to the end of the school year. Parents or legal guardians must agree that students will be available for the required summer training period prior to the start of the new school year.

The School will set the internship schedule for the Interns and determine which periods they will participate as Interns for the Branch. Interns are not considered Bank employees for any purpose.

Interns for the Branch will be asked to contribute ideas and talents towards marketing and promotional programs for the Branch, and may be asked to share their banking experience and expertise with fellow students and members of the community.

Interns will receive at least two (2) performance reviews by their Bank Branch Supervisor during their internship, written in conjunction with the High School Supervisor, as part of their internship performance assessment.

Each student who successfully completes the Bank's summer training program will be awarded a \$500 training stipend, which will be paid to the District, following completion of the program. Additional funds of \$1,000 per student will be paid to the District prior to the students' graduation, to be awarded to the Interns for successful completion of the internship program. Interns who are forced to leave the Program during the school year, and who have performed satisfactorily, will be entitled to a prorated award. Interns who are terminated from the program as discussed below in #7 will not be entitled to receive any award.

5. Employment at the Bank During or Following Internship: Interns at the Branch may apply or be solicited for employment at one of the Bank's non-school retail branches. Interns who become Bank employees would be subject to the Bank's usual and customary employment standards and background screening, including formal application and interview.

If an Intern becomes a Bank employee, he/she would receive a paycheck directly from the Bank for work performed as a Bank employee. In such case, the Bank would prepare and file all necessary tax reporting forms for wages paid by the Bank.

6. Supervision: Interns at the Branch will be supervised, during all branch operating hours, by an experienced Bank employee. The Interns will have no access to setting up any accounts without the supervision of this Bank employee. The Bank will also provide a back-up employee(s) for the Branch Supervisor, as needed.

7. Termination from the Program: Interns at the Branch would be subject to termination from the Program upon agreement by the Union Bank Branch Supervisor, the School Program Supervisor, and the School Principal. Grounds for termination from the Program include, but are not limited to, the following examples:

- Excessive tardiness or absenteeism
- Theft
- Falsification of information
- Unauthorized release of confidential information
- Willful or negligent damage, destruction, or defacement of Bank property
- Physical or verbal conduct that may be threatening, obscene, or offensive
- Possession of explosives, firearms, or weapons

8. Auditing and Compliance Review: The Branch will be subject to standard banking audit and compliance reviews. In addition, the teller "drawers" of Interns will be audited on at least a monthly basis by the Bank Branch Supervisor.

9. Documents Required for Accounts: Students who open accounts at the Branch will be able to do so with their School Student ID Cards. Adults will be required to comply with the Bank's standard identification requirements for opening accounts.



Adult Tuberculosis (TB) Risk Assessment Questionnaire¹

(To satisfy California Education Code Section 49406 and Health and Safety Code Sections 121525-121555)

To be administered by a licensed health care provider (physician, physician assistant, nurse practitioner, registered nurse)

Name: _____

Date of Risk Assessment: _____

Date of Birth: _____

History of positive TB test or TB disease Yes No

If yes, a symptom review and chest x-ray (if none performed in previous 6 months) should be performed at initial hire.*

If no, continue with questions below.

If there is a "Yes" response to any of the questions 1-5 below, then a tuberculin skin test (TST) or Interferon Gamma Release Assay (IGRA) should be performed. A positive test should be followed by a chest x-ray, and if normal, treatment for TB infection considered.

Risk Factors	
1. One or more signs and symptoms of TB (prolonged cough, coughing up blood, fever, night sweats, weight loss, excessive fatigue) Note: A chest x-ray and/or sputum examination may be necessary to rule out infectious TB. ²	Yes <input type="checkbox"/> No <input type="checkbox"/>
2. Close contact with someone with infectious TB disease	Yes <input type="checkbox"/> No <input type="checkbox"/>
3. Birth in high TB-prevalence country** (**Any country other than the United States, Canada, Australia, New Zealand, or a country in Western or Northern Europe.)	Yes <input type="checkbox"/> No <input type="checkbox"/>
4. Travel to high TB-prevalence country** for more than 1 month (**Any country other than the United States, Canada, Australia, New Zealand, or a country in Western or Northern Europe.)	Yes <input type="checkbox"/> No <input type="checkbox"/>
5. Current or former residence or work in a correctional facility, long-term care facility, hospital, or homeless shelter	Yes <input type="checkbox"/> No <input type="checkbox"/>

*Once a person has a documented positive test for TB infection that has been followed by an x-ray that was deemed free of infectious TB, the TB risk assessment is no longer required.

¹ Adapted from a form developed by Minnesota Department of Health TB Prevention and Control Program and Centers for Disease Control and Prevention.

² Centers for Disease Control and Prevention (CDC). *Latent Tuberculosis Infection: A Guide for Primary Health Care Providers*. 2013.

(<http://www.cdc.gov/tb/publications/LTBI/default.htm>)



ADULT TUBERCULOSIS (TB) RISK ASSESSMENT QUESTIONNAIRE

(To satisfy California Education Code Section 49406 and Health and Safety Code Sections 121525-121555)

CERTIFICATE OF COMPLETION

To be signed by the licensed health care provider completing the risk assessment and/or examination

Name: _____

Date: _____

Date of Birth: _____

The above named patient has submitted to a tuberculosis risk assessment. The patient does not have risk factors, or if tuberculosis risk factors were identified, the patient has been examined and determined to be free of infectious tuberculosis.

Health Care Provider Signature

Please Print Health Care Provider Name

Title

Office Address: Street

City

State

Zip Code

Telephone

Fax



CONTRACT JUSTIFICATION FORM

**This Form Shall Be Submitted to the Board Office
With *Every* Consent Agenda Contract.**

Legislative File ID No. 15-2314

Department: Superintendent

Vendor Name: Union Bank

Contract Term: Start Date: 12/2/2015 End Date: 06/30/2018

Annual Cost: \$ N/A

Approved by: Chief Talent Officer/General Counsel

Is Vendor a local Oakland business? Yes No

Why was this Vendor selected?

Vendor approved OUSD

Summarize the services this Vendor will be providing.

Union Bank is opening a student branch inside of MetWest High School. The program includes banking internships for 8 - 12 students. Union Bank is paying \$100,000.00 to build out student branch.

Was this contract competitively bid? Yes No

___ If No, answer the following:

1) How did you determine the price is competitive?

N/A

2) Please check the competitive bid exception relied upon:

- Educational Materials**
- Special Services** contracts for financial, economic, accounting, legal or administrative services
- CUPCCAA exception** (Uniform Public Construction Cost Accounting Act)
- Professional Service Agreements** of less than \$86,000 (increases a small amount on January 1 of each year)
- Construction related Professional Services** such as Architects, DSA Inspectors, Environmental Consultants and Construction Managers (require a "fair, competitive selection process)
- Energy** conservation and alternative energy supply (e.g., solar, energy conservation, co-generation and alternate energy supply sources)
- Emergency** contracts
- Technology** contracts
 - electronic data-processing systems, supporting software and/or services (including copiers/printers) over the \$86,000 bid limit, must be competitively advertised, but any one of the three lowest responsible bidders may be selected
 - contracts for computers, software, telecommunications equipment, microwave equipment, and other related electronic equipment and apparatus, including E-Rate solicitations, may be procured through an RFP process instead of a competitive, lowest price bid process
 - Western States Contracting Alliance Contracts (WSCA)
 - California Multiple Award Schedule Contracts (CMAS) [contracts are often used for the purchase of information technology and software]
- "Piggyback" Contracts** with other governmental entities
- Perishable Food**
- Sole Source**
- Change Order for Material and Supplies** if the cost agreed upon in writing does not exceed ten percent of the original contract price
- Other, please provide specific exception**