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OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

Memo

To Board of Education

From Sondra Aguilera, Deputy Chief Student Services

Board Meeting Date June 22, 2016

Subject **MOU with East Bay Asian Youth Center to Operate School Based Health Center**

Action Requested **Approval of MOU with East Bay Asian Youth Center to Operate School Based Health Center**

Background and Discussion East Bay Asian Youth Center will operate the school based health center at Oakland High School for the period from July 1, 2015 to June 30, 2019 at no cost to the District.

Recommendation Approval of MOU with East Bay Asian Youth Center to Operate School Based Health Center

Fiscal Impact Funding resource: No cost to the District

Attachment

- Memorandum of Understanding



CONTRACT JUSTIFICATION FORM

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

Legislative File ID No. 16-1623

Department: Student Services

Vendor Name: East Bay Asian Youth Center

Contract Term: Start Date: 7/1/2015 End Date: 6/30/2019

Annual Cost: \$ 0

Approved by: Legal

Is Vendor a local Oakland business? Yes ☒ No ☐

Why was this Vendor selected?

Implement school based health program

Summarize the services this Vendor will be providing.

Health Services

Was this contract competitively bid? Yes ☐ No ☒

If No, answer the following:

1) How did you determine the price is competitive?

No cost to the district

2) Please check the competitive bid exception relied upon:

- ☐ **Educational Materials**
- ☒ **Special Services** contracts for financial, economic, accounting, legal or administrative services
- ☐ **CUPCAA exception** (Uniform Public Construction Cost Accounting Act)
- ☐ **Professional Service Agreements** of less than \$87,800 (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 [requires Board resolution declaring an emergency]
- ☐ **Technology** contracts
 - ☐ electronic data-processing systems, supporting software and/or services (including copiers/printers) over the \$87,800 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**

MEMORANDUM OF UNDERSTANDING BETWEEN OAKLAND UNIFIED SCHOOL DISTRICT AND East Bay Asian Youth Center

I. PURPOSE

The purpose of this Memorandum of Understanding ("MOU") is to establish a relationship between Oakland Unified School District and East Bay Asian Youth Center (EBAYC) pertaining to the operation of Shop 55 Wellness Center at Oakland High School.

WHEREAS, EBAYC's services or program described in this MOU will be provided at no out of pocket cost to OUSD students served through the Shop 55 Wellness Center, or their parents (though providers may bill third party insurance to cover the cost of services provided); and

BOTH PARTIES HEREBY enter into this MOU to enable EBAYC to provide said services/program on school(s), site(s) ("Schools") selected in Section II of the MOU.

II. SCOPE OF SERVICES

Through its school-based health center, **East Bay Asian Youth Center** partners with Oakland High School to help meet the health education and youth development needs of the students, as well as coordinate medical health, dental health, and mental health services through the Shop 55 Wellness Center. **East Bay Asian Youth Center** will partner with other service providers on these campuses to provide a holistic set of wrap-around services that remove barriers to leaning and ensure increased access to care. Delivery of the following services is dependent on the availability of funding to sustain services.

A. School-based health centers will provide the following services:

1. Mental health counseling
2. Physical exams/sports physical
3. Diagnosis and treatment of minor illness, injury and medical conditions
4. STD screening and treatment
5. Dental Screening and Treatment
6. Health education and health promotion for students and families
7. Youth development programs (funded by OUSD 21st CCLC)
8. Case management, including appropriate follow-up and referrals to health and social service providers on and off site (funded by Oakland High and OFCY)

B. Unless otherwise agreed to in writing by the parties, the School(s) served by this agreement is/are the following:

- **Oakland High School:** 1023 MacArthur Blvd., Oakland, CA 94610

C. For the term of this MOU, the expectations or goals that are in agreement with the program's services are:

- Develop student's social health/skills
- Improve student's emotional health
- Improve student's physical health
- Help ensure, create, and/or sustain safe, healthy and supportive schools
- Create accountability for quality
- Help create full service community schools in OUSD

III. EBAYC RESPONSIBILITIES

A. **Policies**—Ensure that all **EBAYC** 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, **EBAYC**, or subcontractors are to use drugs at these School(s).
2. **Anti-Discrimination**—It is the policy of OUSD that in connection with **EBAYC** services in 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, or age. Therefore, **EBAYC** agrees to comply with applicable Federal and California laws.

3. **Conflict of Interest**— **EBAYC** shall abide by and be subject to all applicable OUSD policies, regulations, statutes or other laws regarding conflict of interest. **EBAYC** 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. **EBAYC** agrees to alert OUSD in writing if and when a potential conflict does arise.
 4. **Family Education Rights and Privacy Act**— **EBAYC** shall observe 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.
 5. **Field Trip Policy**: Field Trips, Off Site Events and Off Site Activities – **EBAYC** shall complete the OUSD field trip application for any field trips and/ or off site events and/or off site activities that take place during the school day. **EBAYC** shall provide each Site Administrator with a schedule of all field trips and/ or off site events and/or off site activities that take place outside of the school day (i.e., after school, weekends, summer).
- B. **Required Documents**—Ensure that all **EBAYC** personnel who will be on OUSD premises have been: (a) fingerprinted; (b) submitted to a criminal background check via Livescan or a similar service as required by the Education Code; and (c) taken a tuberculosis test.
- C. **Insurance**—Provide evidence of general liability insurance that names OUSD as an additional insured, for operation students, volunteers, and personnel at location where **EBAYC** provides programs/services with at least \$1M in coverage, and furnish certificate of said insurance to OUSD.
- D. **Communication**—Communicate with School(s) and OUSD staff, both formally and informally, to ensure, to the best of the program's ability, that **EBAYC** 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, and to the extent allowed by HIPAA and state privacy laws, provide data about student participation in **EBAYC's** program.
- E. **Confidentiality**— **EBAYC** 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. **EBAYC** 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 **EBAYC** program as a participant could be made.
- F. **Site-Based Agreements**— **EBAYC** shall complete an annual site-based agreement with each school where services are provided to outline program vision, description of services, staffing, schedule, shared goals and objectives, and mutual expectations.

IV. OUSD RESPONSIBILITIES

- A. **Space**—Provide suitable space at Oakland High School, to be agreed upon by School(s), OUSD Staff, and **EBAYC**.
- B. **Janitorial Service**—Provide necessary services to maintain this space, including janitorial services, maintenance, utilities, and technology support.
- C. **Data**—Ensure that **EBAYC** has reasonable access, to the extent allowable by FERPA and state privacy laws, to provide its services consistent with **EBAYC's** program, support the educational success and goals of students, and to evaluate the impact of its program on students at School(s).

V. DURATION

The term of this MOU is from 07/01/2015 to 06/30/2019

VI. TERMINATION

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

VII. HOLD HARMELSS/INDEMNITY

Each party to this MOU agrees to 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.

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

EAST BAY ASIAN YOUTH CENTER

Mannalan
EBAYC Signature

Date: 5/31/16

GIANNA TRAN - Deputy Executive Director
Print Name, Title

OAKLAND UNIFIED SCHOOL DISTRICT

Approved as to form and procedure by:

Jacqueline Minor
Jacqueline Minor, General Counsel

Date: 6/24/16

Antwan Wilson
Antwan Wilson, Superintendent

Date: 6/28/16

James Harris
James Harris, Board of Education President

Date: 6/30/16



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0283323 GREAT AMERICAN ASSURANCE CO

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Policy: PAC 215-31-34 23

**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):

OAKLAND UNIFIED SCHOOL DISTRICT, CITY OF OAKLAND, ITS COUNCIL
MEMBERS, DIRECTORS, OFFICERS, AGENTS, EMPLOYEES AND VOLUNTEERS
ATTN: RISK MANAGEMENT

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **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:

1. in the performance of your ongoing operations; or
2. in connection with your premises owned by or rented to you.

However:

1. the insurance afforded to such additional insured only applies to the extent permitted by law; and
2. if coverage provided to the Additional Insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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2025 East 12th Street • Oakland • California • 94606

T 510.533.1092 • F 510.533.6825 • W www.ebayc.org

Julia Fong Ma
Coordinator, After School Programs
Oakland Unified School District
746 Grand Ave.
Oakland, CA 94610

Dear Ms. Ma,

This letter explains the East Bay Asian Youth Center (EBAYC) policy for tuberculosis testing, fingerprinting and child abuse and neglect reporting.

EBAYC employees are not permitted to come into contact with students at any OUSD school sites until EBAYC receives their negative TB test results, fingerprint clearance and re-arrest records from the State of California - Department of Justice, and from the Federal Bureau of Investigation pursuant to Section 11105.3 of the California Penal Code and Section 15660 of the California Welfare and Institutions Code. No EBAYC employees who have been convicted of a violent or serious felony may come into contact with students.

EBAYC employees fully comply with the California Child Abuse and Neglect Reporting Act guidelines to report suspicions of possible child abuse and neglect to the appropriate reporting agencies.

Sincerely,

Gianna Tran, MSW
Deputy Executive Director
East Bay Asian Youth Center



Statement of Qualifications – East Bay Asian Youth Center

Overview

East Bay Asian Youth Center (EBAYC) is a nonprofit organization that was founded in 1976 in Berkeley by Asian American high school youth who were sons and daughters of Japanese, Chinese and Filipino immigrants. In 2012, EBAYC merged with the Oakland Asian Student Educational Services (OASES), a volunteer program that provides individualized academic assistance, to become one organization. Today, EBAYC seeks to support youth to be safe, smart and socially responsible and serves a racially and culturally diverse membership of nearly 2,000 youth (51% API, 24% Latino, and 21% African American) who reside in the Chinatown, Eastlake and San Antonio neighborhoods of Oakland.

Services

EBAYC builds strategic partnerships with schools, city and county governments, and community organizations; and establishes trusting relationships with families to provide seamless services to support youth. Our partnerships with ten neighborhood schools support our students to achieve academic success by providing extended summer and after-school learning opportunities. Our fun and enriching activities are designed to support student academic learning and to prevent summer learning loss. Our diverse menu of services includes the following:

- Youth violence prevention
- Expanded learning
- Civic and community engagement
- Homework support
- Mentoring
- Case management
- Enrichment workshops
- College and career workshops

Contact

For more information about EBAYC or its services, please contact:

Gianna Tran
(510) 533-1092 ext. 27
(510) 533-6825
www.ebayc.org
2025 East 12th Street
Oakland, CA 94606



EBAYC

EAST BAY ASIAN YOUTH CENTER

2025 East 12th Street ♦ Oakland ♦ California ♦ 94606
T - 510.533.1092 ♦ F - 510.533.6825 ♦ W - www.ebayc.org

EBAYC is non-profit community-building organization dedicated to supporting young people to be safe, smart, and socially responsible. EBAYC provides a continuum of integrated support services to a racially and culturally diverse membership of 2,000 children, youth, and young adults in Oakland's San Antonio, Eastlake, and Chinatown neighborhoods. Our services – Expanded Learning, Case Management, and Parent Engagement – result in higher school attendance rates, lower school suspension rates, and lower incarceration rates.

Our theory of change is that If EBAYC partners with public and private institutions to provide young people a continuum of high-quality supports and opportunities; and if EBAYC engages families to actively participate in the public arena to improve the quality of neighborhood life; then EBAYC will support young people to be safe, smart, and socially responsible.

EBAYC Service Strategies

Juvenile Justice

EBAYC works with juvenile probationers move toward a healthy and productive life pathway to keep them safe, get off court probation and earn their high school diploma. We provide young people intensive mentoring, case management, and transitional employment services. Recidivism among young people is reduced by over 50% when they participate in EBAYC.

High Quality Schools

EBAYC partners with fifteen Oakland schools to provide summer and after school education, work-based learning, attendance case management, and medical and mental health services. We help parents collaborate with their child's teachers, and to be leader in school governance. We support high school students to graduate and enter higher education. EBAYC consistently demonstrates high standards of program quality and performance as indicated by city, county, and school district evaluation.

Community Development

EBAYC works with residents and merchants to increase public safety, reduce street level prostitution, improve physical environment, and expand job opportunities along the International Boulevard corridor.