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**OAKLAND UNIFIED
SCHOOL DISTRICT**

Community Schools, Thriving Students

Memo

To Board of Education

From Devin Dillon, Deputy Superintendent, Academic Social Emotional Learning
Andrea Bustamante, Executive Director, Community Schools Student Services
Theresa Clincy, Coordinator, Attendance and Discipline Support Services
Lucia Moritz, Director, Alternative Education

Board Meeting Date October 26, 2016

Subject Memorandum of Understanding between Oakland Unified School District and Young Men’s Christian Association of the East Bay (YMCA)

Action Requested Approval of a Memorandum of Understanding between Oakland Unified School District and Young Men’s Christian Association of the East Bay (YMCA). The YMCA will lead an intervention program to provide intensive academic and social/emotional support for at-risk middle school students.

Background District data shows the number of students referred for discipline reasons rises significantly in middle school as children struggle with more complex academic and social and emotional challenges. Discipline issues in middle school can compound themselves and cause students to fall behind academically and socially in high school.

This program seeks to provide intensive social and emotional (SEL) instruction for at-risk middle school students so that they receive the tools they need to cope with challenges in school and at home. The YMCA has an established SEL curriculum and experience supporting at-risk students. This program is modeled after a successful program currently operating in Denver.

Discussion Approval of a Memorandum of Understanding between Oakland Unified School District and Young Men’s Christian Association of the East Bay (YMCA), for the period of July 1, 2016 through June 30, 2017 in an amount not to exceed \$258,960.63 per fiscal year. Final cost will be pro-rated based on when the program starts.

Fiscal Impact Funding for this program will come from Community Schools Student Services

Attachments

- Memorandum of Understanding



CONTRACT JUSTIFICATION FORM

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

Legislative File ID No. 16-2337

Department: Academic Social Emotional Learning

Vendor Name: Young Men's Christian Association of the East Bay (YMCA)

Contract Term: Start Date: 07-01-2016 End Date: 06-30-2017

Annual Cost: \$ 258,960.63

Approved by: Deputy Superintendent, Academic Social Emotional Learning

Is Vendor a local Oakland business? Yes No

Why was this Vendor selected?

This vendor specializes in providing this service to school districts.

Summarize the services this Vendor will be providing.

The YMCA will lead an intervention program to provide intensive academic and social/emotional support for at-risk middle school students.

Was this contract competitively bid? Yes No

If No, answer the following:

1) How did you determine the price is competitive?

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 \$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
YOUNG MEN'S CHRISTIAN ASSOCIATION OF THE EAST BAY**

I. PARTIES

The purpose of this Memorandum of Understanding ("MOU") is to establish a relationship between Oakland Unified School District ("OUSD" or "DISTRICT") and the Young Men's Christian Association of the East Bay ("CONTRACTOR" or "YMCA") in order to provide at-risk middle school students with the socio-emotional tools needed to succeed in school and to address external factors impacting their academic performance:

WHEREAS, OUSD currently enrolls approximately 7,000 middle school students at 13 schools throughout Oakland;

WHEREAS, data indicates students' likelihood of being suspended or receiving other forms of discipline increase significantly while in middle school;

WHEREAS, suspended students who do not receive direct instruction and supervision while out of school are at further risk of falling behind academically or encountering the juvenile justice system;

WHEREAS, OUSD believes effective intervention with at-risk middle school students can improve academic performance and reduce the likelihood of reoccurring behavior disruptions;

WHEREAS, the CONTRACTOR possesses facilities and personnel conducive to working with at-risk youth;

BOTH PARTIES HEREBY enter into this MOU to enable CONTRACTOR to provide said services through a special program, known hereinafter as Promoting Academics Wellness & Social Emotional Development ("PAWSE") and as outlined in Section II below.

II. CONTRACTOR RESPONSIBILITIES/SCOPE OF SERVICE

1. Participating Schools and Students:

- a. **PAWSE Program.** The Parties agree that OUSD students in Grades 6 through 8 at the following middle schools will be eligible to participate in the program pilot during the 2016-2017 school year:
 - i. West Oakland Middle School
 - ii. Roosevelt Middle School
 - iii. United for Success Academy
 - iv. ROOTS International Academy
- b. **Program Duration.** The PAWSE Program will consist of a 15-day curriculum and repeat throughout the 2016-2017 school year.

- c. **Pupil Limit.** The Parties further agree that when a student completes or otherwise leaves the PAWSE Program, OUSD may refer another student. However, no more than 10 students will attend the PAWSE Program at any given time.
 - d. **Voluntary Attendance.** Students will attend the PAWSE Program on a voluntary basis and parental consent will be required.
 - e. **Removal of Student from PAWSE.** Either OUSD or the YMCA may opt to discontinue a student's attendance in the PAWSE Program for any reason. The YMCA agrees to give OUSD at least five (5) days notice when seeking to cancel a student's attendance so that necessary arrangements can be made at the student's school of re-entry.
2. Facilities:
- a. **YMCA Oakland Facility.** YMCA agrees to provide adequate space for the PAWSE Program for up to 10 students. All program activities (including lunch and breaks) will take place at the M. Robinson Baker YMCA facility located at 3265 Market St, Oakland, CA 94608 in Oakland, California.
 - b. **Staff Supervision.** YMCA further agrees that YMCA staff will supervise at all times those students who attend the PAWSE Program ("Student Participants").
3. YMCA Personnel:
- a. **Youth Specialists.** The YMCA agrees to provide one full time Youth Specialists per every five (5) students who will have the following responsibilities:
 - i. Supervise students who attend the PAWSE at all times;
 - ii. Provide Social Emotional Development training based on a curriculum pre-approved by OUSD;
 - iii. Work with Referred Students to identify and, if possible, address any external factors which may be impacting the student's academic performance and/or behavior;
 - iv. Communicate with student's school with regards to student's background, academic and socio-emotional needs, and progress in the PAWSE Program; and
 - v. Provide mentor/tutoring services as needed.
 - b. **Program Director.** The YMCA agrees to provide one full time Program Director who will have the following responsibilities:
 - i. Oversee the PAWSE Program in its day-to-day operations;
 - ii. Supervise Youth Specialists;
 - iii. Conduct in-take and exit interviews;
 - iv. Serve as direct liaison with OUSD regarding program operations, student needs, and program developments;
 - v. Coordinate food services;
 - vi. Any other duties necessary to ensure the proper implementation of the PAWSE Program

- c. **Assignment of Personnel Work.** The YMCA agrees to provide one full-time Youth Specialist for every five (5) students currently enrolled in the PAWSE Program. For the purpose of satisfying this ratio, the Program Director may also be included provided s/he also performs the duties of a full-time Youth Specialist. The YMCA will provide the DISTRICT with a continuously updated list of all its Personnel assigned to the DISTRICT and qualifications of such Personnel will be provided without charge to the DISTRICT within three (3) days of written request.
- d. **Control of Personnel and Work.** The YMCA understands and agrees that it is solely obligated to and responsible for the selection, qualification, performance, workmanship, quality of services, licensing, and compliance with the terms and conditions hereunder for all Personnel providing services relevant to this Agreement and that it shall have sole control over the means and details of performing the services, which shall be consistent with the DISTRICT's intent hereunder. The YMCA shall use its best efforts, care, and diligence in the administration and performance of services hereunder. YMCA ensures the DISTRICT that it will properly supervise all Personnel during the performance of services.
- e. **Background Checks/Tuberculosis Screening.** All YMCA staff who come in contact with students attending the PAWSE Program must undergo background checks consistent with those used by the DISTRICT and state-licensed facilities. All such checks must be performed and passed prior to any Personnel providing any services hereunder. At a minimum, checks hereunder shall include a Department of Justice background check, a criminal background check, fingerprinting, and tuberculosis screening in accordance with Education Code 45125, 49024, and 49046. The cost of all such background checks shall be borne by the YMCA, and the DISTRICT shall not be liable for such cost under any circumstance. The YMCA assures the DISTRICT that the YMCA agrees to remove or not hire for the PAWSE Program any Personnel who have any Department of Justice claims: (a) that would raise concerns about inappropriate behavior with children; (b) where a criminal offense has been committed that would raise concerns about inappropriate behavior with children; (c) where there has been a conviction for any sex-related offense or any other offense indicating a lack of acceptable moral character for associating with children; (d) where there has been a determination of any physical and/or mental abuse of children; and/or (e) where there has been termination for cause due to inappropriate behavior with children in any project, program, and/or location of services of the YMCA. The DISTRICT will receive notice of any Personnel so removed or terminated. The YMCA will select, hire, and train replacement Personnel in the PAWSE Program in a timely manner, without any additional cost to the DISTRICT. Within three (3) days of a written request by the DISTRICT, the YMCA agrees to provide written confirmation that the background checks on all Personnel hereunder reflected no negative findings and said Personnel passed the background checks and are, therefore, eligible to provide services under this Agreement. The

DISTRICT will provide a dedicated point of contact to review all DISTRICT background screening requirements for contractors.

- f. **Removal of the YMCA Personnel.** If the DISTRICT reasonably determines in consultation with the YMCA that any of the YMCA's personnel in the PAWSE Program are not providing satisfactory service, or if any issues of unreasonable behavior or inappropriate conduct or similar concerns occur, which are not corrected to the DISTRICT and YMCA's mutual satisfaction, the DISTRICT shall notify YMCA in writing. The YMCA shall remove that individual from the PAWSE Program and the individual will have no further interactions with students who are (or were) attending the program. YMCA will be compensated for any services satisfactorily performed by the removed individual and any expenses as approved by the DISTRICT, up to and including the date that YMCA receives the DISTRICT's written notice. YMCA will not be compensated for any expenses associated with replacing the individual. YMCA will select, hire, and train replacement personnel in a timely manner following a vacancy on the DISTRICT's account.

4. Confidentiality:

- a. **Student Information and Records.** YMCA acknowledges that it shall now, and in the future may, have access to and contact with confidential information of students, including but not limited to student directory information, education records and medical history. Both during the term of this Agreement and thereafter, YMCA agrees to hold such information identified as confidential in trust and confidence and to exercise diligence in protecting and safeguarding such information, as well as any other information protected from public disclosure by federal or state law or by the policies or procedures of the DISTRICT. YMCA agrees it will not knowingly use, directly or indirectly, for its own benefit, or for the benefit of another, any of said confidential information, but instead will use said information only for the purposes contemplated hereunder. Further, YMCA agrees that it will not disclose any confidential information to any third party except as may be required in the course of performing services for the DISTRICT hereunder or by law. Finally, YMCA agrees that any access to the confidential information of any student shall be in compliance with the Family Education Rights and Privacy Act ("FERPA") and/or the Health Insurance Portability and Accountability Act of 1996 ("HIPPA").
- b. **Parent Consent.** Confidential student information shall only be provided to the YMCA upon written consent from the Participating Student's parent/guardian.
- c. **District Information.** YMCA acknowledges that it shall now, and in the future may, have access to and contact with confidential information relating to ideas, strategies, plans, purposes, and/or agendas that the DISTRICT may seek to advance. Any reports and information identified as confidential and given to or generated by YMCA hereunder, as well as the terms and conditions of this Agreement, shall also be considered confidential information. Both during the term of this Agreement and thereafter, YMCA agrees to hold such information in trust and confidence and to

exercise diligence in protecting and safeguarding such information, as well as any other information protected from public disclosure by federal or state law or by the policies or procedures of the DISTRICT. YMCA agrees it will not knowingly use, directly or indirectly, for its own benefit, or for the benefit of another, any of the confidential information, but instead will use such information only for the purposes contemplated hereunder. Further, YMCA agrees that it will not disclose any confidential information to any third party except as may be required in the course of performing services for the DISTRICT hereunder or by law. In no event, shall YMCA be deemed a spokesman for the DISTRICT in any manner for the purpose of disseminating any information hereunder.

- d. **Exceptions to Confidentiality Obligations.** Notwithstanding the foregoing, YMCA's obligations of confidentiality will not include information which:
- i. At the time of disclosure was in the public domain;
 - ii. After such disclosure, immediately becomes generally available to the public other than through any act or omission of the YMCA or its Personnel; or
 - iii. Is required to be disclosed by a court of competent jurisdiction, provided that prior written notice of such disclosure is furnished to the DISTRICT in a timely manner in order to afford the DISTRICT the opportunity to seek a protective order against such disclosure and the disclosure is strictly limited to the information that the court requires.
- e. **Remedies for Disclosure.** YMCA understands and agrees that any unauthorized disclosure or use of any confidential information as provided under this article may result in the District seeking injunctive relief and/or indemnity. YMCA agrees to give prompt notice to the DISTRICT of any unauthorized disclosure, use, or misappropriation of any confidential information and take all steps as requested by the DISTRICT to limit, stop, or otherwise remedy the disclosure, use, or misappropriation of any confidential information. All steps taken by YMCA relating to remedy shall be at its sole expense.
- f. **Return of Confidential Information.** After expiration or termination of this Agreement, YMCA must return all confidential information given to or generated by YMCA hereunder within five (5) days of the DISTRICT's written request. YMCA agrees that it will comply with the DISTRICT's instructions regarding the return or disposition of its confidential information, including any copies or reproductions.
5. **Indemnification:** Notwithstanding any other agreements, YMCA agrees to hold harmless, defend and indemnify OUSD against any legal liability with respect to bodily injury, death, and property damage arising out of this Agreement, except for such losses or damages which are caused by the sole negligence or willful misconduct of OUSD.

Further, OUSD agrees to hold harmless, defend and indemnify YMCA against any legal liability with respect to bodily injury, death, and property damage arising out

of this Agreement, except for such losses or damages which are caused by the sole negligence or willful misconduct of YMCA.

6. Reporting: During the term of this Agreement, YMCA shall report to, and confer with, the Coordinator of Attendance and Discipline Support Services, and/or her designee on a regular basis, and as may be reasonably requested, concerning the Services performed by YMCA and issues related to the Services. YMCA also agrees to meet and confer with other DISTRICT administrators, officers and employees as directed or as may be necessary or appropriate.
7. Assignment: This Agreement may not be assigned by YMCA without the prior written authorization of the DISTRICT, which authorization the DISTRICT may withhold in its sole discretion.
8. Consultant Representations: YMCA acknowledges and represents that (i) YMCA is legally authorized to transact business in the State of California and to provide the Services required hereunder; (ii) the entering into this Agreement has been duly approved by the YMCA; (iii) the undersigned is duly authorized to execute this Agreement on behalf of YMCA and to bind YMCA to the terms hereof; and (iv) YMCA will comply with all state, federal and local statutes, regulations and ordinances, including civil rights and employment laws, and agrees not to discriminate against any employee or applicant for employment or in the provision of Services on the basis of race, color, national origin, sex, sexual orientation, age or disability. YMCA also agrees to abide by all applicable DISTRICT policies and regulations.
9. Independent Contractor: The DISTRICT and YMCA agree that YMCA will act for all purposes as an independent contractor and not as an employee, in the performance of YMCA's duties under this Agreement. Accordingly, YMCA shall be responsible for payment of all taxes, including federal, state and local taxes arising out of YMCA's services in accordance with this Agreement, including by way of illustration but not limitation, federal and state income tax, Social Security tax, unemployment insurance taxes, and any other taxes. In addition, YMCA's employees shall not be entitled to any vacation, insurance, health, welfare, or other fringe benefits provided by the DISTRICT. YMCA shall have no authority to assume or incur any obligation or responsibility, or make any warranty for, on behalf of the DISTRICT, or to attempt to bind the DISTRICT except with prior written authorization from the Governing Board. YMCA shall pay all costs of conducting its activities hereunder, including all compensation to employees of YMCA.
10. Compliance with DISTRICT Policy: YMCA shall ensure that all YMCA personnel, including subcontractors, will comply with any policy and systems in place at the DISTRICT and School(s). This includes, but is not limited to the following:

- a. **Drug and Smoke Free.** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on DISTRICT property. No students, staff, visitors, YMCA personnel, or subcontractors are to use drugs at these School(s).
- b. **Anti-Discrimination.** It is the policy of the DISTRICT that in connection with YMCA's 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, the YMCA agrees to comply with applicable federal and California laws.
- c. **Conflict of Interest.** YMCA shall abide by and be subject to all applicable DISTRICT policies, regulations, statutes or other laws regarding conflict of interest. YMCA shall not hire any DISTRICT employee to perform the services in this MOU, and affirms that to the best of its knowledge no such conflict presently exists. YMCA agrees to alert the DISTRICT in writing if and when a potential conflict does arise.
- d. **Insurance.** YMCA shall provide evidence of general liability insurance that names the DISTRICT as an additional insured for subcontractors (e.g., food vendors, etc.), volunteers, and personnel provided at location where YMCA provides programs/services with at least \$1,000,000 in coverage, and furnish certificate of said insurance to the DISTRICT.
- e. **Communication.** YMCA shall communicate with School(s) and DISTRICT staff, both formally and informally, to ensure, to the best of the program's ability, that the YMCA's services are aligned with the School(s) and DISTRICTS's mission and objectives and are adequately meeting student's needs. At the request of School(s) or DISTRICT staff, YMCA shall provide reasonable data and information to students participating in the YMCA's program.

III. OUSD RESPONSIBILITIES

1. **Staff Contact:** The DISTRICT will appoint a contact person to check in and meet at a frequency to be agreed upon by both Parties.
2. **Data:** Upon submission of written consent from parent, the DISTRICT will ensure that YMCA has reasonable access to student data necessary to provide services to students.
3. **OUSD Staffing/ADA:**
 - a. **Independent Study.** It is the Parties' mutual understanding that all students who attend the 15-day PAWSE Program will be on Independent Study. As such, the DISTRICT shall receive all revenue related to student attendance in the PAWSE Program, including but not limited to revenue based on the Average Daily Attendance ("ADA") calculation.

- b. **Certificated Teacher.** The DISTRICT agrees to provide a certificated teacher who will attend the PAWSE Program at least once a week to collect student assignments, provide instruction and collaborate with YMCA personnel and OUSD school staff as needed.
- 4. **Funding:** The DISTRICT will compensate the YMCA in the amount of \$258,960.63 for the work outlined in this Agreement and is based on a 10 month program. Payment will be distributed in 10 monthly installments. The DISTRICT will pay only for the months when the PAWSE Program is in operation.
- 5. **Pilot Site Responsibilities:**
 - a. **Student Referrals.** DISTRICT school pilot sites will refer students and parents to the PAWSE Program and host informational meetings with students and parents as needed.
 - b. **Independent Study Contracts.** DISTRICT school pilot sites will be responsible for creating and maintaining independent study contracts for participating students.
 - c. **Coursework/Communications.** DISTRICT school pilot sites will provide academic materials.
- 6. **Space:** It is the Parties understanding that no DISTRICT space is needed by YMCA for this program.

IV. ADDITIONAL TERMS

- 1. **Termination:**
 - a. **Termination without Cause.** Either party may terminate this Agreement without cause by giving written notice of the intent to terminate. In the event that such written Notice of Intent to Terminate is provided, termination of this Agreement shall become effective thirty (30) days from the date set forth in the Notice of Intent to Terminate. The YMCA will cease work on said termination date and take all reasonable actions to minimize any expenses. YMCA will be compensated for those services provided through the date of termination and any approved related expenses within sixty (60) days of receipt of a properly submitted invoice.
 - b. **Termination with Cause.** Either party reserves the right to terminate this Agreement immediately if the other party fails to comply with any terms or conditions of this Agreement and such failure continues for ten (10) days following receipt of written notice from the objecting party. In the event that this Agreement is terminated under this Article, the rights and remedies of either party provided under this Agreement shall not be exclusive and are in addition to any other rights and remedies which either party may be entitled to pursue in the event of a breach of this Agreement as provided by law or under the terms and conditions of this Agreement. YMCA will be compensated for only those services satisfactorily provided through cure date end.

- c. **Return of Documentation.** Upon the expiration or termination of this Agreement, YMCA shall, at the option of the DISTRICT, deliver all finished or unfinished documents, data, studies, reports, and like documents generated by the YMCA hereunder.
2. **Governing Law – Jurisdiction:** This Agreement shall be governed, construed and interpreted under California law, and shall be deemed to be executed and performed in the City of Oakland, California. Any legal action relating to this Agreement shall be governed by the laws of the State of California, and the parties agree to the exclusive exercise of jurisdiction and venue over them by a court of competent jurisdiction located in the City of Oakland, California. The parties expressly agree that no action concerning this Agreement, or an alleged breach thereof, may be commenced anywhere but the City of Oakland, California.
3. **Entire Agreement:** This Agreement contains the complete agreement between the parties and shall, as of the effective date hereof, supersede all other agreements between the parties relating to the subject matter of this Agreement. The parties stipulate that neither of them has made any representation with respect to the subject matter of this Agreement or the execution and delivery hereof except such representations as are specifically set forth herein. All agreements not expressly set forth herein are null and void. Each of the parties hereto acknowledges that they have relied on their own independent judgment in entering into this Agreement and have had the opportunity to consult legal counsel.
4. **Modification:** No waiver or modification of this Agreement or of any covenant, condition or limitation herein contained shall be valid unless in writing and executed by authorized representatives of both parties, and no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties hereto arising out of or affecting this Agreement, or the rights or obligations of the parties hereunder, unless such waiver or modification is in writing and duly executed by authorized representatives of both parties.
5. **Notice:** Any notice required or permitted pursuant to this Agreement shall be deemed to have been given when delivered in person or sent postage prepaid via certified mail return receipt requested or addressed:

To the District: General Counsel
 Office of the General Counsel
 1000 Broadway, Suite 680
 Oakland, CA 94607
 Attn: Marion McWilliams

To the YMCA: YMCA of the East Bay
 Attention: David Johnson, SVP
 2330 Broadway
 Oakland, CA 94612

If such notice is sent by first class or express mail, it shall be deemed to have been given to the person entitled thereto five (5) days after deposit in the United States mail, or if by Federal Express or the overnight courier service, the day after delivery to such service, for delivery to that person.

6. Waiver: Failure on the part of either party at any time to require the performance by the other party of any term hereof shall not be taken or held to be a waiver of such term or in any way affect such party's right to enforce such term. No waiver on the part of either party of any term hereof shall be taken or held to be a waiver of any other term hereof or a breach thereof.
7. Severability: If any clause or provision of this Agreement is illegal, invalid or unenforceable under present or future laws effective during the term of this Agreement, then and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby.
8. Headings: The section headings in this Agreement are intended for convenience of reference and will not affect its interpretation.
9. Counterparts: The Agreement may be executed in two or more counterparts, each of which shall be deemed an original.
10. Binding Effect: The Agreement shall not be binding and effective unless and until it is duly and fully executed by both parties. This Agreement shall inure to the benefit of and be binding upon the successors and permitted assigns of the respective parties.
 - a. **Governing Board Approval**. It shall be necessary to obtain the approval of the Oakland Unified School District Governing Board ("Governing Board") for this Agreement. YMCA understands and agrees that the obligations of the DISTRICT are conditioned upon, and subject to, such approval. The DISTRICT will promptly notify YMCA of the approval or disapproval of the Governing Board. YMCA understands that the DISTRICT shall not be obligated to compensate it for any services provided prior to approval by the Governing Board and performance of such services hereunder shall be at the sole risk and liability of YMCA. In the event of non-approval, the Agreement will not become effective and neither party will have any obligations to the other party arising out of the Agreement.
 - b. **Executed Agreement**. This Agreement will not become effective unless and until an understanding is reached between the parties and the Agreement has been fully-executed. YMCA understands and agrees that the obligations of the DISTRICT are conditioned upon, and subject to, such execution. YMCA understands that the DISTRICT shall not be obligated to compensate it for any services provided prior to the execution of this Agreement and performance of such services hereunder shall be at the sole risk and liability of the YMCA.

V. REQUIRED DOCUMENTS


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

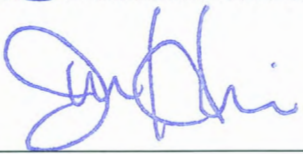
1. Proof of Insurance: See *Section II.11.D* for specifications. Please attach documentation of either proof of insurance, or a waiver signed by the Risk Management Officer.

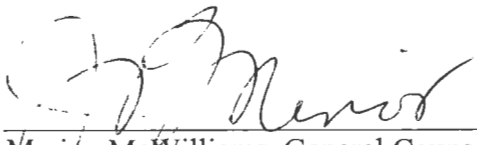
VI. DURATION

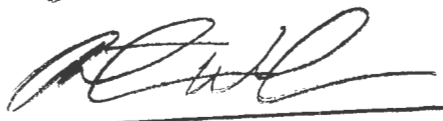
This MOU is for the 2016–17 school year.

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

By:  Dated: 10/10/2016 (MM/DD/YYYY)
Don Lau, Executive Vice President
Young Men's Christian Association of the East Bay Association (YMCA/CONTRACTOR)

By:  Dated: 10/27/16 (MM/DD/YYYY)
James Harris, President
Oakland Unified School District (OUSD/DISTRICT)

By:  Dated: 10/14/2016 (MM/DD/YYYY)
Marion McWilliams, General Counsel
Oakland Unified School District

 10/27/16
Antwan Wilson
Secretary, Board of Education