| Board Office Use: Le | gislative File Info. |
|----------------------|----------------------|
| File ID Number | 18-0500 |
| Introduction Date | 4/11/18 |
| Enactment Number | 18-0733 |
| Enactment Date | 4/25/18 er |



| Memo | |
|---|--|
| То | Board of Education |
| From | Kyla Johnson - Trammell, Superintendent |
| Board Meeting Date (To be completed by Procurement) | |
| Subject | Memorandum of Understanding - Lotus Bloom (contractor) - Community Schools and Student Services Department (site/department) |
| Action Requested | Approval by the Board of Education of the Memorandum of Understanding between the District and Lotus Bloom. Services to be primarily provided to Community Schools and Student Services Department for the period of July 1, 2017 through June 30, 2018. |
| Background A one paragraph explanation of why the consultant's services are needed. | Lotus Bloom works to promote school readiness for children ages 0-5 by providing a space for low-income, multicultural families with young children to play and learn through play-based learning activities, social connections, workshops and introduction to community resources |
| Discussion One paragraph summary of the scope of work. | Approval by the Board of Education of a Memorandum of Understanding between the District and Lotus Bloom, Oakland, CA, for the latter to provide multi-cultural playgroups for children and resources for families for Garfield Elementary and Allendale Elementary Schools, for the period of July 1, 2017 through June 30, 2018, at no cost to the District. |
| Recommendation | Approval by the Board of Education of a Memorandum of Understanding between the District and Lotus Bloom. Services to be primarily provided to the Community Schools and Student Services Department for the period of July 1, 2017 through June 30, 2018. |
| Fiscal Impact | Funding resource name (please spell out): No fiscal impact |
| Attachments | Memorandum of Understanding Scope of Work Statement of Qualifications Certificate of Insurance Clearance Letter |



CONTRACT JUSTIFICATION FORM This Form Shall Be Submitted to the Board Office With Every Consent Agenda Contract.

| Legislative File ID No. 18-0500 |
|--|
| Department: 922/Community Schools and Student Services |
| Vendor Name: Lotus Bloom |
| Contract Term: Start Date: 07/01/2017 End Date: 06/30/2018 |
| Annual Cost: \$_0 |
| Approved by: Andrea Bustamante |
| Is Vendor a local Oakland business? Yes 🖌 No 🗌 |
| Why was this Vendor selected? |
| School-sites selected partner for In-Kind agreement. |
| |
| |
| |
| Summarize the services this Vendor will be providing. |
| Lotus Bloom is a community child development center that promotes school readiness for children 0-5. Lotus bloom also provides social connections, workshops and resources to the community. |
| |
| |
| |
| Was this contract competitively bid? Yes No |
| If No, answer the following: |
| 1) How did you determine the price is competitive? |
| No fee for services; In-Kind partnership. |
| |
| |

| 2) | Pleas | se 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] |
| | Ц | 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, 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 Lotus Bloom [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):

School-Readiness Playgroup 0-5

Lotus Bloom operates Multi-Cultural playgroups for children 0-5 years old at Garfield Elementary, Allendale

Elementary, and other schools in Oakland as mutually agreed upon by OUSD, the school, and Lotus Bloom, for

the purpose of supporting child School Readiness, parent-child engagement, and parent leadership.

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."

Free playgroup for families with enroll students at the school site, and for students enrolled in ESL at the school site.

Sliding scale fee for outside participants.

Sliding scale daily fee by household income, no one turned away: Free: up to \$24; \$1: \$25K to \$49K;

\$3: \$50K to \$74K; \$10: \$75K to \$99K; \$15: \$100K to \$149K; \$20: \$150K to \$199K; \$25: \$200K+.

- 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:
 - 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).
 - 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

<u>OUSD pupils in the course of providing services pursuant to the MOU</u>, 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

- 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):

X 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 07/01/2017 _____ 06/30/2018 _____ period.

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

CONTRACTOR

| Contact: Title: Address: | Marion McWilliams General Counsel Office of the General Counsel 1000 Broadway, Suite 680 Oakland, CA 94607 | Contact: Title: Address: | Angela Louie Howard Executive Director 555 19th Street, Unit 131 Oakland CA 94612 |
|--------------------------------|--|--------------------------------|--|
| Phone: | 510-879-8535 | Phone: | 510-735-9222 |
| Fax: | 510-879-4046 | E-mail: | angela@lotusbloomfamily.org |
| Email: | marion.mcwilliams@ousd.org | 12 1110111 | |

OUSD Sponsoring School/Department: Garfield & Allendale

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

Eng

4/26/18 Date (mm/dd/year)

Superintendent

Chief or Deputy Chief

Secretary, Board of Education

X President, Board of Education

4/26/18 Date (mm/dd/year)

Form approved by OUSD General Counsel for 2017-18 FY

| CONTRACTOR Contractor Signature | Date (mm/dd/year) |
|------------------------------------|-------------------|
| | |

Angela Louie Howard, Executive Director Print Name, Title

| Legislative File Id. No. | 18-0500 |
|--------------------------|---------|
| Introduction Date: | 4/25/18 |
| Enactment No.: | 18-0733 |
| Enactment Date: | 4/25/18 |
| By: | er |

OAKLAND UNIFIED SCHOOL DISTRICT Office of the General Counsel APPROVED FOR FORM & SUBSTANCE By: <u>3</u> <u>M</u>·W Amy Brandt, Attorney at Law

rev. 10/31/17

7

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

| | | - | | | | | LOTUS-2 | | OP ID: SJ |
|-------------------------|--|----------------------------------|--|---|--|--|---|----------|--------------------|
| ~ | CORD CERI | TIFIC | ATE OF LIA | BILI | TY IN | SURA | NCE | | /08/2017 |
| C B | HIS CERTIFICATE IS ISSUED AS A I ERTIFICATE DOES NOT AFFIRMATI ELOW. THIS CERTIFICATE OF INS EPRESENTATIVE OR PRODUCER, AN | VELY OF | DOES NOT CONSTITU | , EXTEN | O OR ALT | ER THE CO | VERAGE AFFORDED E | BY THI | E POLICIES |
| th | PORTANT: If the certificate holder i the terms and conditions of the policy, ertificate holder in lieu of such endors | certain p | olicies may require an e | | | | | | |
| PRO | DUCER | ement(s) | | CONTACT NAME: | Sandra | L. Johnson | , CISR, AIS | - | |
| | Nonprofits Insurance Svcs Box 640 | | | PHONE (A/C, No, | Ext): 888-42 | 7-5224 | FAX (A/C, No): | 831-8 | 324-5049 |
| | itola, CA 95010 Nonprofits Insurance Svcs | | | E-MAIL ADDRESS | : Sandra@ | Dcal-insura | nce.org | | |
| oun | | | | | | | RDING COVERAGE | | NAIC # |
| INSU | RED Lotus Bloom | | | | | Iphia Insur | ance Co | | 23850 |
| 1450 | 555 19th Street, Suite 131 | | | INSURER | | | | | |
| | Oakland, CA 94612 | | | INSURER | | | | | |
| | | | | INSURER | | | | | |
| _ | | | | INSURER | F: | | | | |
| | | | E NUMBER: | _ | | | REVISION NUMBER: | | |
| IN CI E | HIS IS TO CERTIFY THAT THE POLICIES IDICATED. NOTWITHSTANDING ANY RE ERTIFICATE MAY BE ISSUED OR MAY I KCLUSIONS AND CONDITIONS OF SUCH | QUIREME PERTAIN, POLICIES. | NT, TERM OR CONDITION THE INSURANCE AFFORE LIMITS SHOWN MAY HAVE | n of any ded by t e been ri | CONTRACT HE POLICIE DUCED BY | OR OTHER S DESCRIBE PAID CLAIMS | DOCUMENT WITH RESPE | ст то | WHICH THIS |
| INSR LTR | | ADDL SUBR | | (| POLICY EFF MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMIT | rs | |
| | GENERAL LIABILITY | | | | | | EACH OCCURRENCE | \$ | 2,000,00 |
| A | | x | PHPK1728236 | | 10/13/2017 | 10/13/2018 | PREMISES (Ea occurrence) | \$ | 100,00 |
| | CLAIMS-MADE X OCCUR | | | | | | MED EXP (Any one person) PERSONAL & ADV INJURY | \$ | 5,00 |
| | | | | | | | GENERAL AGGREGATE | s | 4,000,00 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | PRODUCTS - COMP/OP AGG | s | 4,000,00 |
| | X POLICY PRO- JECT LOC | | | | | | | \$ | |
| | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | \$ | 1,000,00 |
| Α | ANY AUTO | | PHPK1728236 | | 10/13/2017 | 10/13/2018 | BODILY INJURY (Per person) | \$ | |
| | ALL OWNED AUTOS | | | | | | BODILY INJURY (Per accident) | | |
| | X HIRED AUTOS X NON-OWNED AUTOS | | | | | | PROPERTY DAMAGE (PER ACCIDENT) | \$ | |
| | | | | - | | | | | |
| | EXCESS LIAB OCCUR CLAIMS-MADE | | | | | | AGGREGATE | \$ | |
| | DED RETENTION \$ | | | | | | - AGOREONIE | \$ | |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | | - | | WC STATU- TORY LIMITS ER | - | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE | N/A | | | | | E.L. EACH ACCIDENT | \$ | |
| | (Mandatory in NH) If yes, describe under | | | | | | E.L. DISEASE - EA EMPLOYEE | \$ | |
| | DÉSCRIPTION OF OPERATIONS below | | DUDK4700000 | | 014010047 | 40/40/0040 | E.L. DISEASE - POLICY LIMIT | \$ | 6411 A |
| A | Sexual Abuse/Moles Professional Liab | | PHPK1728236 PHPK1728236 | | | 10/13/2018 10/13/2018 | | | \$1M Ag \$4M Ag |
| Oak are agr 30 | CRIPTION OF OPERATIONS / LOCATIONS / VEHICL land Unified School Distri- named as Additional Insur eement with the Named Insu Days Notice of Cancellation RTIFICATE HOLDER | ct offi ed as per | icers, directors, required by writte r attached Endorse | employ en cont ement E n-Payme CANCI SHOL THE | ees and, ract or orm PIG ont of Pr <u>ELLATION</u> | /or agent written LDHS1011; remium. THE ABOVE D N DATE TH | DESCRIBED POLICIES BE C EREOF, NOTICE WILL | | |
| | Oakland Unified School District ATTN: Risk Management 1000 Broadway Suite 440 | | | | ZED REPRESE | | CY PROVISIONS. | | |
| - | Oakland, CA 94607 | | | 1 Al | © 1988 | -2010 ACOF | D CORPORATION. AI | l rights | s reserved |

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL LIABILITY DELUXE ENDORSEMENT: HUMAN SERVICES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE

It is understood and agreed that the following extensions only apply in the event that no other specific coverage for the indicated loss exposure is provided under this policy. If such specific coverage applies, the terms, conditions and limits of that coverage are the sole and exclusive coverage applicable under this policy, unless otherwise noted on this endorsement. The following is a summary of the Limits of Insurance and additional coverages provided by this endorsement. For complete details on specific coverages, consult the policy contract wording.

| Coverage Applicable | Limit of Insurance | Page # | |
|--|--------------------|--------|--|
| Extended Property Damage | Included | 2 | |
| Limited Rental Lease Agreement Contractual Liability | \$50,000 limit | 2 | |
| Non-Owned Watercraft | Less than 58 feet | 2 | |
| Damage to Property You Own, Rent, or Occupy | \$30,000 limit | 2 | |
| Damage to Premises Rented to You | \$1,000,000 | 3 | |
| HIPAA | Clarification | 4 | |
| Medical Payments | \$20,000 | 5 | |
| Medical Payments – Extended Reporting Period | 3 years | 5 | |
| Athletic Activities | Amended | 5 | |
| Supplementary Payments – Bail Bonds | \$5,000 | 5 | |
| Supplementary Payment – Loss of Earnings | \$1,000 per day | 5 | |
| Employee Indemnification Defense Coverage | \$25,000 | 5 | |
| Key and Lock Replacement - Janitorial Services Client Coverage | \$10,000 limit | 6 6 | |
| Additional Insured – Newly Acquired Time Period | Amended | | |
| Additional Insured – Medical Directors and Administrators | Included | 7 | |
| Additional Insured – Managers and Supervisors (with Fellow Employee Coverage) | Included | 7 | |
| Additional Insured – Broadened Named Insured | Included | 7 | |
| Additional Insured – Funding Source | Included | 7 | |
| Additional Insured – Home Care Providers | Included | 7 | |
| Additional Insured – Managers, Landlords, or Lessors of Premises | Included | 7 | |
| Additional Insured – Lessor of Leased Equipment | Included | 7 | |
| Additional Insured – Grantor of Permits | Included | 8 | |
| Additional Insured – Vendor | Included | 8 | |
| Additional Insured – Franchisor | Included | 9 | |
| Additional Insured – When Required by Contract | Included | 9 | |
| Additional Insured – Owners, Lessees, or Contractors | Included | 9 | |
| Additional Insured – State or Political Subdivisions | Included | 10 | |

Page 1 of 12 Includes copyrighted material of Insurance Services Office, Inc., with its permission. © 2011 Philadelphia Indemnity Insurance Company

PI-GLD-HS (10/11)

| Duties in the Event of Occurrence, Claim or Suit | Included | 10 |
|--|---------------|----|
| Unintentional Failure to Disclose Hazards | Included | 10 |
| Transfer of Rights of Recovery Against Others To Us | Clarification | 10 |
| Liberalization | Included | 11 |
| Bodily Injury – includes Mental Anguish | Included | 11 |
| Personal and Advertising Injury – includes Abuse of Process, Discrimination | Included | 11 |

A. Extended Property Damage

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection 2. Exclusions, Paragraph a. is deleted in its entirety and replaced by the following:

a. Expected or Intended Injury

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

B. Limited Rental Lease Agreement Contractual Liability

SECTION I – COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection 2. Exclusions, Paragraph b. Contractual Liability is amended to include the following:

(3) Based on the named insured's request at the time of claim, we agree to indemnify the named insured for their liability assumed in a contract or agreement regarding the rental or lease of a premises on behalf of their client, up to \$50,000. This coverage extension only applies to rental lease agreements. This coverage is excess over any renter's liability insurance of the client.

C. Non-Owned Watercraft

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection 2. Exclusions, Paragraph g. (2) is deleted in its entirety and replaced by the following:

- (2) A watercraft you do not own that is:
 - (a) Less than 58 feet long; and
 - (b) Not being used to carry persons or property for a charge;

This provision applies to any person, who with your consent, either uses or is responsible for the use of a watercraft. This insurance is excess over any other valid and collectible insurance available to the insured whether primary, excess or contingent.

D. Damage to Property You Own, Rent or Occupy

SECTION I - COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE

Page 2 of 12 Includes copyrighted material of Insurance Services Office, Inc., with its permission. © 2011 Philadelphia Indemnity Insurance Company LIABILITY, Subsection 2. Exclusions, Paragraph j. Damage to Property, Item (1) is deleted in its entirety and replaced with the following:

(1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property, unless the damage to property is caused by your client, up to a \$30,000 limit. A client is defined as a person under your direct care and supervision.

E. Damage to Premises Rented to You

1.4

- If damage by fire to premises rented to you is not otherwise excluded from this Coverage Part, the word "fire" is changed to "fire, lightning, explosion, smoke, or leakage from automatic fire protective systems" where it appears in:
 - a. The last paragraph of SECTION I COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection 2. Exclusions; is deleted in its entirety and replaced by the following:

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

b. SECTION III ~ LIMITS OF INSURANCE, Paragraph 6. is deleted in its entirety and replaced by the following:

Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems while rented to you or temporarily occupied by you with permission of the owner.

c. SECTION V – DEFINITIONS, Paragraph 9.a., is deleted in its entirety and replaced by the following:

A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

 SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Subsection 4. Other Insurance, Paragraph b. Excess Insurance, (1) (a) (ii) is deleted in its entirety and replaced by the following:

That is insurance for fire, lightning, explosion, smoke, or leakage from automatic fire protective systems for premises rented to you or temporarily occupied by you with permission of the owner;

3. The Damage To Premises Rented To You Limit section of the Declarations is amended to the greater of:

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- a. \$1,000,000; or
- b. The amount shown in the Declarations as the Damage to Premises Rented to You Limit.

This is the most we will pay for all damage proximately caused by the same event, whether such damage results from fire, lightning, explosion, smoke, or leaks from automatic fire protective systems or any combination thereof.

F. HIPAA

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

1. Paragraph 1. Insuring Agreement is amended to include the following:

We will pay those sums that the insured becomes legally obligated to pay as damages because of a "violation(s)" of the Health Insurance Portability and Accountability Act (HIPAA). We have the right and the duty to defend the insured against any "suit," "investigation," or "civil proceeding" seeking these damages. However, we will have no duty to defend the insured against any "suit" seeking damages, "investigation," or "civil proceeding" to which this insurance does not apply.

2. Paragraph 2. Exclusions is amended to include the following additional exclusions:

This insurance does not apply to:

a. Intentional, Willful, or Deliberate Violations

Any willful, intentional, or deliberate "violation(s)" by any insured.

b. Criminal Acts

Any "violation" which results in any criminal penalties under the HIPAA.

c. Other Remedies

Any remedy other than monetary damages for penalties assessed.

d. Compliance Reviews or Audits

Any compliance reviews by the Department of Health and Human Services.

- 3. SECTION V DEFINITIONS is amended to include the following additional definitions:
 - a. "Civil proceeding" means an action by the Department of Health and Human Services (HHS) arising out of "violations."
 - **b.** "Investigation" means an examination of an actual or alleged "violation(s)" by HHS. However, "investigation" does not include a Compliance Review.
 - c. "Violation" means the actual or alleged failure to comply with the regulations included in the HIPAA.

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G. Medical Payments - Limit Increased to \$20,000, Extended Reporting Period

If COVERAGE C MEDICAL PAYMENTS is not otherwise excluded from this Coverage Part:

- 1. The Medical Expense Limit is changed subject to all of the terms of SECTION III LIMITS OF **INSURANCE** to the greater of:
 - a. \$20,000; or
 - b. The Medical Expense Limit shown in the Declarations of this Coverage Part.
- 2. SECTION I COVERAGE, COVERAGE C MEDICAL PAYMENTS, Subsection 1. Insuring Agreement, a. (3) (b) is deleted in its entirety and replaced by the following:
 - (b) The expenses are incurred and reported to us within three years of the date of the accident.

H. Athletic Activities

SECTION I - COVERAGES, COVERAGE C MEDICAL PAYMENTS, Subsection 2. Exclusions, Paragraph e. Athletic Activities is deleted in its entirety and replaced with the following:

e. Athletic Activities

To a person injured while taking part in athletics.

I. Supplementary Payments

SECTION I - COVERAGES, SUPPLEMENTARY PAYMENTS - COVERAGE A AND B are amended as follows:

- 1. b. is deleted in its entirety and replaced by the following:
- 1. b. Up to \$5000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these.
- **1.d.** is deleted in its entirety and replaced by the following:
- 1. d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$1,000 a day because of time off from work.

J. Employee Indemnification Defense Coverage

SECTION I - COVERAGES, SUPPLEMENTARY PAYMENTS - COVERAGES A AND B the following is added:

We will pay, on your behalf, defense costs incurred by an "employee" in a criminal proceeding occurring in the course of employment.

The most we will pay for any "employee" who is alleged to be directly involved in a criminal proceeding is \$25,000 regardless of the numbers of "employees," claims or "suits" brought or persons or organizations making claims or bringing "suits.

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K. Key and Lock Replacement – Janitorial Services Client Coverage

SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B is amended to include the following:

We will pay for the cost to replace keys and locks at the "clients" premises due to theft or other loss to keys entrusted to you by your "client," up to a \$10,000 limit per occurrence and \$10,000 policy aggregate.

We will not pay for loss or damage resulting from theft or any other dishonest or criminal act that you or any of your partners, members, officers, "employees", "managers", directors, trustees, authorized representatives or any one to whom you entrust the keys of a "client" for any purpose commit, whether acting alone or in collusion with other persons.

The following, when used on this coverage, are defined as follows:

- a. "Client" means an individual, company or organization with whom you have a written contract or work order for your services for a described premises and have billed for your services.
- b. "Employee" means:
 - (1) Any natural person:
 - (a) While in your service or for 30 days after termination of service;
 - (b) Who you compensate directly by salary, wages or commissions; and
 - (c) Who you have the right to direct and control while performing services for you; or
 - (2) Any natural person who is furnished temporarily to you:
 - (a) To substitute for a permanent "employee" as defined in Paragraph (1) above, who is on leave; or
 - (b) To meet seasonal or short-term workload conditions;

while that person is subject to your direction and control and performing services for you.

- (3) "Employee" does not mean:
 - (a) Any agent, broker, person leased to you by a labor leasing firm, factor, commission merchant, consignee, independent contractor or representative of the same general character; or
 - (b) Any "manager," director or trustee except while performing acts coming within the scope of the usual duties of an "employee."
- c. "Manager" means a person serving in a directorial capacity for a limited liability company.

L. Additional Insureds

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

1. If coverage for newly acquired or formed organizations is not otherwise excluded from this

Page 6 of 12 Includes copyrighted material of Insurance Services Office, Inc., with its permission. © 2011 Philadelphia Indemnity Insurance Company Coverage Part, Paragraph 3.a. is deleted in its entirely and replaced by the following:

- a. Coverage under this provision is afforded until the end of the policy period.
- 2. Each of the following is also an insured:
 - a. Medical Directors and Administrators Your medical directors and administrators, but only while acting within the scope of and during the course of their duties as such. Such duties do not include the furnishing or failure to furnish professional services of any physician or psychiatrist in the treatment of a patient.
 - b. Managers and Supervisors Your managers and supervisors are also insureds, but only with respect to their duties as your managers and supervisors. Managers and supervisors who are your "employees" are also insureds for "bodily injury" to a co-"employee" while in the course of his or her employment by you or performing duties related to the conduct of your business.

This provision does not change Item 2.a.(1)(a) as it applies to managers of a limited liability company.

- c. Broadened Named Insured Any organization and subsidiary thereof which you control and actively manage on the effective date of this Coverage Part. However, coverage does not apply to any organization or subsidiary not named in the Declarations as Named Insured, if they are also insured under another similar policy, but for its termination or the exhaustion of its limits of insurance.
- d. Funding Source Any person or organization with respect to their liability arising out of:
 - (1) Their financial control of you; or
 - (2) Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

- e. Home Care Providers At the first Named Insured's option, any person or organization under your direct supervision and control while providing for you private home respite or foster home care for the developmentally disabled.
- f. Managers, Landlords, or Lessors of Premises Any person or organization with respect to their liability arising out of the ownership, maintenance or use of that part of the premises leased or rented to you subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of that person or organization.
- g. Lessor of Leased Equipment Automatic Status When Required in Lease Agreement With You – Any person or organization from whom you lease equipment when you and such person or organization have agreed in writing in a contract or agreement that such person or organization is to be added as an additional insured on your policy. Such person or

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Includes copyrighted material of Insurance Services Office, Inc., with its permission. © 2011 Philadelphia Indemnity Insurance Company organization is an insured only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

- h. Grantors of Permits Any state or political subdivision granting you a permit in connection with your premises subject to the following additional provision:
 - (1) This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with the premises you own, rent or control and to which this insurance applies:
 - (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures;
 - (b) The construction, erection, or removal of elevators; or
 - (c) The ownership, maintenance, or use of any elevators covered by this insurance.
- i. Vendors Only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:
 - (1) The insurance afforded the vendor does not apply to:
 - (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - (b) Any express warranty unauthorized by you;
 - (c) Any physical or chemical change in the product made intentionally by the vendor;
 - (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

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- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (i) The exceptions contained in Sub-paragraphs (d) or (f); or
 - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- (2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing.
- j. Franchisor Any person or organization with respect to their liability as the grantor of a franchise to you.
- k. As Required by Contract Any person or organization where required by a written contract executed prior to the occurrence of a loss. Such person or organization is an additional insured for "bodily injury," "property damage" or "personal and advertising injury" but only for liability arising out of the negligence of the named insured. The limits of insurance applicable to these additional insureds are the lesser of the policy limits or those limits specified in a contract or agreement. These limits are included within and not in addition to the limits of insurance shown in the Declarations
- I. Owners, Lessees or Contractors Any person or organization, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:
 - (1) Your acts or omissions; or
 - (2) The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured when required by a contract.

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- (a) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- (b) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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- m. State or Political Subdivisions Any state or political subdivision as required, subject to the following provisions:
 - (1) This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit, and is required by contract.
 - (2) This insurance does not apply to:
 - (a) "Bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
 - (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard."

M. Duties in the Event of Occurrence, Claim or Suit

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 2. is amended as follows:

a. is amended to include:

This condition applies only when the "occurrence" or offense is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.
- b. is amended to include:

This condition will not be considered breached unless the breach occurs after such claim or "suit" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.

N. Unintentional Failure To Disclose Hazards

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 6. Representations is amended to include the following:

It is agreed that, based on our reliance on your representations as to existing hazards, if you should unintentionally fail to disclose all such hazards prior to the beginning of the policy period of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

O. Transfer of Rights of Recovery Against Others To Us

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 8. Transfer of Rights of

Page 10 of 12 Includes copyrighted material of Insurance Services Office, Inc., with its permission. © 2011 Philadelphia Indemnity Insurance Company Recovery Against Others To Us is deleted in its entirety and replaced by the following:

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

Therefore, the insured can waive the insurer's rights of recovery prior to the occurrence of a loss, provided the waiver is made in a written contract.

P. Liberalization

SECTION IV -- COMMERCIAL GENERAL LIABILITY CONDITIONS, is amended to include the following:

If we revise this endorsement to provide more coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

Q. Bodily Injury – Mental Anguish

SECTION V – DEFINITIONS, Paragraph 3. Is deleted in its entirety and replaced by the following:

"Bodily injury" means:

- **a.** Bodily injury, sickness or disease sustained by a person, and includes mental anguish resulting from any of these; and
- **b.** Except for mental anguish, includes death resulting from the foregoing (Item **a.** above) at any time.

R. Personal and Advertising Injury - Abuse of Process, Discrimination

If COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY COVERAGE is not otherwise excluded from this Coverage Part, the definition of "personal and advertising injury" is amended as follows:

- SECTION V DEFINITIONS, Paragraph 14.b. is deleted in its entirety and replaced by the following:
 - b. Malicious prosecution or abuse of process;
- 2. SECTION V DEFINITIONS, Paragraph 14. is amended by adding the following:

Discrimination based on race, color, religion, sex, age or national origin, except when:

- a. Done intentionally by or at the direction of, or with the knowledge or consent of:
 - (1) Any insured; or
 - (2) Any executive officer, director, stockholder, partner or member of the insured;
- Directly or indirectly related to the employment, former or prospective employment, termination of employment, or application for employment or any person or persons by an insured;

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- c. Directly or indirectly related to the sale, rental, lease or sublease or prospective sales, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured; or
- **d.** Insurance for such discrimination is prohibited by or held in violation of law, public policy, legislation, court decision or administrative ruling.

The above does not apply to fines or penalties imposed because of discrimination.



Lotus Bloom

555 19th Street, Suite 131, Oakland, CA 94612 (510) 735-9222 www.lotusbloomfamily.org

November 1, 2017

Dear OUSD Community Partnerships,

We are pleased to collaborate with Oakland Unified School District Community Partnerships in offering School-Readiness Playgroups at Oakland elementary schools.

Statement of Work

Lotus Bloom Child and Family Resource Center, located in Oakland, is a multicultural organization that develops and provides programs for inner-city children, youth, and families toward the purpose of empowering individuals to realize their full potential and transform their dreams into reality.

Lotus Bloom agrees to provide the following deliverables:

- Two-day per week parent-child playgroup program for children 0-5 years old, at Garfield Elementary and Allendale Elementary;
- Playgroup curriculum that integrate/ socialization, literacy, science, and math, among other topics;
- Screening of children using the Ages and Stages Questionnaire, and/or referral to services as needed;
- Case management and monthly resources and referrals.

Partnering Schools are requested to:

- Participate in program planning and design;
- Engage in ongoing assessment of program needs, meetings, and leveraging resources to support and enhance program;
- Integrate the program into Full Service Community School Model and Promise Neighborhood Initiative;
- Promote Lotus Bloom programs throughout the school community and make referrals to Lotus Bloom programs;
- Provide space and custodial service for Lotus Bloom activities described above.

Thank you for this opportunity to work with Oakland schools to provide families with high-quality early childhood education activities.

Sincerely,

Angela Louie Howard Executive Director



555 19th Street, Suite 131, Oakland, CA 94612 (510) 735-9222 www.lotusbloomfamily.org

November 1, 2017

Dear OUSD Community Partnerships,

Lotus Bloom is uniquely qualified to provide School-Readiness programs in Oakland schools.

Statement of Qualifications

Lotus Bloom's mission is to provide a safe, welcoming and inclusive space to traditionally underserved populations to come together as a community to provide children with a rich learning foundation

FOR Infants and toddlers and their parents/caregivers of all shades, colors, means and cultures

LOTUS BLOOM IS a community child development organization

THAT PROVIDES a welcoming space for low income, multicultural families with young children to play and learn

THROUGH play-based learning activities, opportunities for social connections, optional parent/caregiver workshops and introductions to community resources

SO THAT parents will gain confidence, build community and their children will get a strong start in life

Lotus Bloom is a non-profit organization located in Oakland operating at four sites throughout the Oakland flatlands. We serve culturally diverse families from a spectrum of socio-economic backgrounds. The target population is low income families with high stressors and risk factors: poverty, trauma, developmental concerns, single parent home, immigrant, and isolated families who lack access to preschool or childcare. Lotus Bloom currently serves over 1,000 participants per year with a broad range of services for adults and children that include: developmentally appropriate playgroups; parenting classes; literacy activities; resource referrals; early learning and school readiness programs; access to free books; community-building activities; translation services; leadership development; and nutrition and wellness classes. We also do developmental screenings to catch developmental concerns or delays, and partner with Alameda County's Help Me Grow and Regional Center East Bay to refer families for follow up support and evaluations. Our playgroups are the cornerstone of our services, where we provide a safe and healthy environment for children and families to thrive. We embed case management, resource and referrals, and other family support and empowerment activities into the playgroup time, and are thus able to create deep connections and support families who might not otherwise reach out for help.



Lotus Bloom

555 19th Street, Suite 131, Oakland, CA 94612 (510) 735-9222 www.lotusbloomfamily.org

Our playgroup are a safe place for children, care givers, and families to learn and grow. Lotus Bloom playgroups are designed to bring families out of isolation and engage the entire family in child development, parenting support, early screenings and referrals, and building parent leadership skills.

95% of Lotus Bloom staff are Oakland residents, and over half were raised here. Our diverse and dedicated staff members are thus able to connect with families using both their educational knowledge, on the job learnings, and their lived experiences. Our bilingual staff speak English, Spanish, Chinese, and are culturally competent in the Asian, Latino, and African American, as well as multi-racial communities.

From the very beginning, Lotus Bloom challenged itself to become a place in the community where families could celebrate their cultural, linguistic, and unique diversity, yet appreciate and respect their collective differences and commonalities. Lotus Bloom approaches working with families with the goal of maximizing every opportunity for interaction, enrichment, language development, and learning in a culturally competent context. This means that we look at the conditions of our families (neighborhood, income, violence, poverty, access to quality education, etc.) and cultivate resources within and from outside the community.

Sincerely,

Angela Louie Howard Executive Director