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**OAKLAND UNIFIED
SCHOOL DISTRICT**
Community Schools, Thriving Students

Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Sondra Aguilera, Chief Academic Officer
Gary Middleton, Executive Director, Alternative Education, High School Network
Staci Ross-Morrison, Principal, Dewey Academy

Board Meeting Date August 26, 2020

Subject Memorandum of Understanding
Contractor: East Bay Asian Youth Center (EBAYC)
Services For: Dewey Academy

Action Requested and Recommendation Approval by the Board of Education of Memorandum of Understanding between the District and East Bay Asian Youth Center, Oakland, CA, for the latter to provide a Summer Youth Employment Training Program with summer jobs to 14 youth, ages 16 to 21, to serve in one of five paid summer internship programs at Dewey Academy, for the period of July 7, 2020 through August 7, 2020, at no cost to the District.

Background East Bay Asian Youth Center (EBAYC) is a non-profit youth development organization dedicated to supporting young people to be safe, smart, and socially responsible. EBAYC's work is intentionally focused on helping young people develop the relationships, knowledge, skills, values, and aspirations they need to succeed in life. EBAYC provides young people a neighborhood-based continuum of supports and opportunities from elementary school through young adulthood.

In summer of 2020, EBAYC provides summer jobs to 14 Dewey youth, ages 16 to 21, who were recruited and enrolled before the school year ended in May 2020, to serve in one of five paid summer internship programs. The Summer Youth Intern is responsible for completing 20 hours of job readiness/career exploration workshops, 80 hours of paid work experience, and a pre/post service survey. Youth Interns earned \$14.14 per hour, up to \$1,131.20, and an additional \$150 for completing 20 hours of pre-employment training. Dewey Summer Interns will work on the LANDSCAPE DESIGN PROJECT that aims to beautify the school's interior courtyard, and exterior hardscape. Interns work in two teams of seven to design and build green landscape cover and canopy. Interns are responsible for designing an attractive and sustainable green landscape within a large hardscape environment; researching and selecting appropriate building, soil, and plant/tree materials; building the green landscape in accordance with the approved design; and documenting the process and results using still cameras and video.

Fiscal Impact Funding resource(s): The summer internship programs are funded by the City of Oakland and have no fiscal impact to the District.

Attachments

- Memorandum of Understanding

**MEMORANDUM OF UNDERSTANDING
BETWEEN
EAST BAY ASIAN YOUTH CENTER AND OAKLAND UNIFIED SCHOOL DISTRICT**

This Memorandum of Understanding (MOU) establishes the agreement between East Bay Asian Youth Center (EBAYC), and Oakland Unified School District (District) in connection with the operation of the Summer Youth Employment Training Program at Dewey Academy during the summer of 2020.

I. TERM

- A. The term of this MOU shall be July 7, 2020 to August 7, 2020, unless terminated earlier, or extended by amendment.
- B. Either Party may terminate this Agreement with seven days' notice, with or without cause.

II. BACKGROUND

A. EBAYC:

- 1. EBAYC is a non-profit youth development organization dedicated to supporting young people to be safe, smart, and socially responsible. EBAYC's work is intentionally focused on helping young people develop the relationships, knowledge, skills, values, and aspirations they need to succeed in life. EBAYC provides young people a neighborhood-based continuum of supports and opportunities from elementary school through young adulthood.
- 2. EBAYC program strategies resulted in higher school attendance rate and lower school suspension rate. Over the course of four decades, EBAYC consistently demonstrates high standards of program quality and performance as indicated by city, county, and school district evaluation.
- 3. EBAYC engaged over 3,000 youth each year through its Expanded Learning Programs and Intensive Case Management Services. In particular, EBAYC has served as an effective Lead Agency for Dewey Academy's comprehensive After School Program in the last nine years. Furthermore, EBAYC has successfully met all the requirements of OUSD's Request for Qualification Process, and has been approved as a qualified Lead Agency Partner by the OUSD Expanded Learning Office.

- B. Dewey Academy:** Dewey Academy is a caring adult community that encourages the growth and development of students by providing social and individual support. Dewey strives to have all students graduate with a high school diploma and to provide opportunities to obtain college and career readiness skills, vocational training, internships, jobs and social awareness in a collaborative environment. Dewey Academy has partnered with EBAYC to provide after school and case management support to its students since 2011.

III. DESCRIPTION OF EBAYC'S SUMMER YOUTH EMPLOYMENT PROGRAM

- A.** In summer of 2020, EBAYC provides summer jobs to 14 Dewey youth, ages 16 to 21, to serve in one of five paid summer internship programs. The Summer Youth Intern is responsible for completing 20 hours of job readiness/career exploration workshops, 80 hours of paid work experience, and a pre/post service survey. Youth Interns earned \$14.14 per hour, up to \$1,131.20, and an additional \$150 for completing 20 hours of pre-employment training.
- B. Dewey Summer Interns** will work on the LANDSCAPE DESIGN PROJECT that aims to beautify the school's interior courtyard, and exterior hardscape. Interns work in two teams of seven to design and build green landscape cover and canopy. Interns are responsible for: 1) Designing an attractive and sustainable green landscape within a large hardscape environment; 2) Researching and selecting appropriate building, soil, and plant/tree materials; 3) Building the green landscape in accordance with the approved design; and 4) Documenting the process and results using still cameras and video.

IV. AGREEMENTS

- A. EBAYC** agrees to do the following:
1. Conduct 10 Job Readiness & Career Exploration Workshops to 14 Dewey Academy students, who were recruited and enrolled before the school year ended in May 2020.
 2. Provide 80 hours of work experiences that teach students basic landscape design skills.
 3. Maintain a staff to student ratio of 1:7.
 4. Provide each intern and staff with his/her own Personal Protection Equipment on a daily basis including mask, gloves, face shield, hand sanitizers, and disinfection spray/wipes.

5. Ensure that six feet social distancing is maintained at all time by having the two teams in different sections of the school facility. One team will work in the central courtyard while another team will work in the basketball court. Within each area, there is sufficient open space to spread out the seven students.
6. Maintain each student's intake file that includes emergency contact and health information.
7. Hire two full-time summer staff to supervise the 14 students.

B. The District agrees to do the following:

1. Provide the Dewey campus as a location of the EBAYC Summer Youth Employment Program for the duration of July 7, 2020 to August 7, 2020, from 9:00AM- to 3:00PM, Monday through Thursday of each week.
2. Provide EBAYC staff with access to the courtyard, basketball court, restrooms, and the gym for PPE and supplies storage.
3. Provide custodial support for those areas where Dewey Summer Interns and EBAYC staff will be present.

V. ALLOCATION OF RISK

A. SIP Orders

1. EBAYC shall use the Dewey Academy campus in accordance with any shelter-in-place (SIP) orders issued by local, state, and federal authorities, including any social distancing (or similar) and protective gear (e.g., mask) requirements.
2. By executing this agreement EBAYC verifies that it has completed, distributed, and posted any and all site-specific plans at Dewey Academy in accordance with SIP orders.
3. EBAYC shall ensure that Dewey Summer Interns remain outdoors at all times, with the exception of Dewey Academy restrooms. EBAYC shall further ensure that EBAYC staff remain outdoors at all times, with the exception of Dewey Academy restrooms and gymnasium (to retrieve and store tools and supplies).
4. If EBAYC learns that individuals other than Dewey Summer Interns have entered the Dewey Academy campus (to visit with Dewey Summer Interns or for some other purpose), EBAYC will report this information to its contact at Dewey Academy.

B. COVID-19 Diagnosis

1. In the event that any EBAYC employee who was present at Dewey Academy in connection with this Agreement is diagnosed with COVID-19, EBAYC shall immediately notify the District, and shall be responsible for notifying individuals who may have been exposed to the diagnosed employee.
2. In the event that EBAYC learns that a Dewey Summer Intern is diagnosed with COVID-19, EBAYC shall immediately notify the District, and shall be responsible for notifying individuals who may have been exposed to the diagnosed Dewey Summer Intern.

C. Indemnification

1. EBAYC shall defend, indemnify and hold harmless the District (including its governing board and governing board members, its officers, employees, contractors, and volunteers) from any and all claims, demands, actions or damages arising out of EBAYC's use of Dewey Academy to which the District may be subjected as a direct consequence of this Agreement, except for those claims, demands, actions or damages resulting solely from the negligence of the District.
2. The District shall defend, indemnify and hold harmless EBAYC (including its governing board and governing board members, its officers, employees, contractors, and volunteers) from any and all claims, demands, actions or damages arising out of the conditions of Dewey Academy to which EBAYC may be subjected as a direct consequence of this Agreement, except for those claims, demands, actions or damages resulting solely from the negligence of EBAYC.

D. Insurance

1. Both the District and EBAYC shall maintain in full force and effect throughout the duration of this Agreement a suitable policy or policies of public liability and property damage insurance, insuring against all bodily injury, property damage, personal injury, and other loss or liability caused by or connected with use under this Agreement. Such Insurance shall be in amounts not less than \$1,000,000 for injury to or death of one person; and \$1,000,000 for property damage.
2. EBAYC shall maintain in full force and effect with regard to any EBAYC vehicles which brought onto Dewey Academy a suitable policy or policies of automobile liability insurance with a combined single limit of \$1,000,000 per accident.

VI. MISCELLANEOUS

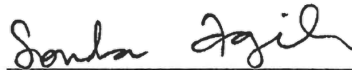
- A. This Agreement constitutes the entire understanding between the Parties with respect to the subject matter hereof, superseding all negotiations, prior discussions and preliminary

agreements made prior to the date hereof. This Agreement may not be changed except in writing executed by both Parties.

- B. This Agreement shall be performed in Oakland, California and is governed by the laws of the State of California, but without resort to California's principles and laws regarding conflict of laws. The Alameda County Superior Court shall have jurisdiction over any litigation initiated to enforce or interpret this Agreement.
- C. This Agreement and all amendments and supplements to it may be executed in two or more counterparts, each of which shall be deemed an original agreement and all of which shall constitute one and the same agreement. Any counterpart may be executed and delivered by facsimile or other electronic signature (including portable document format) by either of the parties and, notwithstanding any statute or regulations to the contrary (including, but not limited to, Government Code section 16.5 and the regulations promulgated therefrom), the counterpart shall legally bind the signing party and the receiving party may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received. This section constitutes a waiver by each party of the requirements and constraints on electronic signatures found in statute and regulations including, but not limited to, Government Code section 16.5 and the regulations promulgated therefrom.
- D. The persons signing below certify by their signatures that they are authorized to sign this Agreement on behalf of the party they represent, and that this Agreement has been approved by said party.



Gianna Tran
East Bay Asian Youth Center
Deputy Executive Director



Sondra Aguilera
Oakland Unified School District
Chief Academic Officer

7/22/2020

Date

7/23/2020

Date

Approved as to form by OUSD Staff Attorney Joanna Powell on 7/21/2020.



Jody London
President, Board of Education

8/27/2020



Kyla Johnson-Trammell
Secretary, Board of Education

8/27/2020