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

# Memo

**To** Board of Education

**From** Kyla Johnson-Trammell, Superintendent  
Mara Larsen-Fleming, Director, Health and Wellness

**Board Meeting Date** October 28, 2020

**Subject** Memorandum of Understanding and COVID Amendment with East Bay Asian Youth Center to Operate School Based Health Center

**Action Requested and Recommendation** Approval of Memorandum of Understanding with East Bay Asian Youth Center to Operate School Based Health Center.

## Background

*(Why do we need these services? Why have you selected this vendor?)*

Through its school-based health center, East Bay Asian Youth Center partners with identified Oakland schools to help meet the medical health, dental health, mental health, health education and youth development needs of the students. East Bay Asian Youth Center will partner with other service providers on these campuses to provide a holistic set of wrap-around services that remove barriers to learning and ensure increased access to care.

## Discussion

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 operate the school based health center at Oakland High School, serving Oakland High School, as delineated in the Scope of Work, incorporated herein by reference as though fully set forth, for the Health and Wellness unit of the Community Schools and Student Services Department, for the term July 1, 2019 to June 30, 2023, at no cost to the District.

**Fiscal Impact** No Fiscal Impact

**Attachments** Memorandum of Understanding

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

**I. PURPOSE**

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

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

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

**II. SCOPE OF SERVICES**

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

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

1. Mental health counseling
2. Physical exams/sports physical
3. Diagnosis and treatment of minor illness, injury and medical conditions
4. STD screening and treatment
5. Dental Screening and Treatment
6. Health education and health promotion for students and families
7. Youth development programs
8. Case management, including appropriate follow-up and referrals to health and social service providers

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

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

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

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

**III. EBAYC RESPONSIBILITIES**

A. Policies-Ensure that all EBAYC personnel, including subcontractors, will comply with any policy and systems in place at OUSD and School(s). This includes, but is not limited to the following:

1. **Drug and Smoke Free**-No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, EBAYC, or subcontractors are to use drugs at these School(s).
2. **Anti-Discrimination**-It is the policy of OUSD that in connection with EBAYC services in this MOU there shall be no discrimination against any employee engaged in the work because of race, color, ancestry,



national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age. Therefore, EBAYC agrees to comply with applicable Federal and California laws.

3. **Conflict of Interest-** EBAYC shall abide by and be subject to all applicable OUSD policies, regulations, statutes or other laws regarding conflict of interest. EBAYC shall not hire any OUSD employee to perform the services in this MOU, and affirms that to the best of its knowledge no such conflict presently exists. EBAYC agrees to alert OUSD in writing if and when a potential conflict does arise.
4. **Family Education Rights and Privacy Act-** EBAYC shall observe District policies and regulations, and state and federal laws, including the Family Education Rights and Privacy Act of 1974, commonly known as FERPA, related to the confidentiality of pupil and personnel records.
5. **Field Trip Policy:** Field Trips, Off Site Events and Off-Site Activities- EBAYC shall complete the OUSD field trip application for any field trips and/or off site events and/or off site activities that take place during the school day. EBAYC shall provide each Site Administrator with a schedule of all field trips and/or off site events and/or off site activities that take place outside of the school day (i.e., after school, weekends, summer).
- B. **Required Documents-** Ensure that all EBAYC personnel who will be on OUSD premises have been: (a) fingerprinted; (b) submitted to a criminal background check via Livescan or a similar service as required by the Education Code; and (c) taken a tuberculosis test.
- C. **Insurance-** Provide evidence of general liability insurance that names OUSD as an additional insured, for operation students, volunteers, and personnel at location where EBAYC provides programs/services with at least \$1M in coverage per occurrence and which shall include coverage for corporal punishment, sexual misconduct, harassment, bodily injury and property damage and furnish certificate of said insurance to OUSD.
- D. **Communication-** Communicate with School(s) and OUSD staff, both formally and informally, to ensure, to the best of the program's ability, that EBAYC services are aligned with the School(s) and OUSD's mission and objectives and are adequately meeting student's needs. At the request of School(s) or OUSD staff, and to the extent allowed by HIPAA and state privacy laws, provide data about student participation in EBAYC's program.
- E. **Confidentiality-** EBAYC shall maintain strict confidentiality of all information about individual students received under this MOU and will not disseminate such information without the express written consent of OUSD. EBAYC will comply with FERPA, and will be allowed to use the data received to solicit funding to continue to expand its services/program, so long as there is no information from which the identity of any student in EBAYC program as a participant could be made.
- F. **Site-Based Agreements-** EBAYC shall complete an annual site-based agreement with each school where services are provided to outline program vision, description of services, staffing, schedule, shared goals and objectives, and mutual expectations.

#### IV. OUSD RESPONSIBILITIES

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



**V. DURATION**

The term of this MOU is from 07/01/2019 to 06/30/2023.

**VI. TERMINATION**

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

**VII. HOLD HARMLESS/INDEMNITY**

Each party to this MOU agrees to indemnify and hold harmless the other for and from any claims, causes of action, or any other proceeding of any type or kind that is made against the other where such claim, cause of action or other proceeding arises from the conduct, act, omission, or commission by the other party.

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

CONTRACTOR

Contractor Signature

Date:

8/26/2020

David Q. Keshiba, Executive Director  
Print Name, Title

**OAKLAND UNIFIED SCHOOL DISTRICT**

Approved as to form and procedure by:

Sponsoring Department of Site Principal

Date: \_\_\_\_\_

Andrea Epps  
Andrea Epps, Deputy General Counsel

Date: 3/3/20

Kyla Johnson-Trammell

Kyla Johnson-Trammell, Superintendent

Date: 10/29/2020

Jody London

Jody London, Board of Education President

Date: 10/29/2020

VendorID: \_\_\_\_\_  
Vendor Name: East Bay Asian Youth Center

### COVID Amendment

This Amendment modifies the attached Agreement, incorporated herein by reference, between the Oakland Unified School District ("OUSD") and East Bay Asian Youth Center ("CONTRACTOR", together with OUSD, "PARTIES").

- A. **Recitals.** Both OUSD and CONTRACTOR agree to the following recitals:
- o On Friday, March 13, 2020 at 6:00pm, OUSD ceased in-person instruction at all OUSD school sites. Subsequently, OUSD cancelled in-person instruction for the remainder of the school year.
  - o The Alameda County Public Health Officer issued a number of shelter-in-place orders that prohibited non-essential work and travel. These effectively prohibited, among other things, non-essential work and travel as well as in-person instruction at all OUSD school sites.
  - o The Governor issued a series of Executive Orders that directed "all individuals living in the State of California to stay home or at their place of residence." As with the orders by the Alameda County Public Health Officer, these Executive Orders also prohibited non-essential work and travel as well as in-person instruction at all OUSD school sites.
- B. **Term.** Unless the term of the Agreement ends on or after August 15, 2020, the Agreement is hereby modified to authorize OUSD, at its sole discretion, to extend the term to any date up to and including August 15, 2020; provided that OUSD may only extend the term if CONTRACTOR is unable to perform under the Agreement, as modified herein, for all or part of the time that in-person instruction is prohibited. OUSD may only extend the term for the length of time that CONTRACTOR was unable to perform due to the effective prohibition against in-person instruction.
- C. **Scope of Work.** The scope of work described in the Agreement is hereby modified to enable CONTRACTOR to provide the services described in the Agreement by any means that are consistent with COVID-19-related local, state, and federal orders (including, but limited to, those referenced above in the Recitals), provided that OUSD agrees, in writing, that doing so will provide a meaningful benefit to OUSD. Only a site administrator or central office OUSD employee may give such written permission.
- D. **Invoicing.** The Agreement is modified such that, for services performed on or after March 14, 2020 and that are permitted by Paragraph C above, CONTRACTOR must first receive written permission from OUSD to invoice OUSD for such services. Only a central office OUSD employee may give such written permission; an OUSD employee assigned to a school site may not give such written permission. Any invoice submitted pursuant to this paragraph must, at a minimum, include the following for each date (on or after March 14, 2020) on which an invoiced service was performed: the date and the length of time; a description of the service performed; a description of the individual(s) who performed the service; the medium by which the service was performed (e.g., virtually); and whom at OUSD received and benefited from the service. At its discretion, OUSD may require additional information included in an invoice.



E. **Electronic Signatures.** This Amendment and all future amendments and supplements to the Agreement may be executed in one or more counterparts, all of which shall constitute one and the same amendment. 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.

**OAKLAND UNIFIED SCHOOL DISTRICT**

Sondra Aguilera 9/25/2020  
Chief or Deputy Chief Date

Sondra Aguilera Chief Academic Officer

Print Name, Title

**CONTRACTOR**

David K. Keshava 8/26/2020  
Contractor Signature Date

David K. Keshava, Executive Director  
Print Name, Title

Jody London 10/29/2020  
Date

Jody London  
President

Kyla Johnson-Trammell 10/29/2020  
Date

Kyla Johnson-Trammell  
Secretary

Previously approved as to form by OUSD General Counsel









AGENCY CUSTOMER ID: EASTBAY-11

SGONZALEZ

LOC #: 1

## ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY HUB International Insurance Services Inc.		License # 0757776	NAMED INSURED East Bay Asian Youth Center 2025 E 12th St Oakland, CA 94606
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

## ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:  
Oakland Unified School District Supervisors, the individual members thereof, and all officers, agents, employees and volunteers are  
Additional Insured with regard to General Liability, when required, by written contract, per the attached endorsement CG2026 04/13.



POLICY NUMBER: 2020-55188  
Named Insured: East Bay Asian Youth Center

COMMERCIAL GENERAL LIABILITY  
CG 20 26 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

**Name Of Additional Insured Person(s) Or Organization(s):**

Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.

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

- A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
1. In the performance of your ongoing operations; or
  2. In connection with your premises owned by or rented to you.

However:

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

- B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.





September 23, 2020

Eia Gardner  
Clinic Liaison, Health & Wellness  
Community Schools & Student Services  
Oakland Unified School District

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

EBAYC conducts its own background check on all employees and volunteers. EBAYC employees are not permitted to come into contact with students at any OUSD school sites until EBAYC receives their negative TB test results, fingerprint clearance and re-arrest records from the State of California - Department of Justice, and from the Federal Bureau of Investigation pursuant to Section 11105.3 of the California Penal Code and Section 15660 of the California Welfare and Institutions Code. No EBAYC employees who have been convicted of a violent or serious felony may come into contact with students. EBAYC will include the employees' ATI numbers on the invoices to OUSD, and will make available to OUSD the TB test results upon demand.

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

Sincerely

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





## **Statement of Qualifications – East Bay Asian Youth Center**

### **Overview**

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

### **Services**

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

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

### **Contact**

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

Gianna Tran  
(510) 533-1092 ext. 27  
(510) 533-6825  
[www.ebayc.org](http://www.ebayc.org)  
2025 East 12<sup>th</sup> Street  
Oakland, CA 94606



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**List of records matching your search for :**

**Search Term : east bay asian youth center\***  
**Record Status: Active**

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