

Board Office Use: Legislative File Info.	
File ID Number	12-2745
Introduction Date	11-14-12
Enactment Number	12-2863
Enactment Date	11-14-12



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

OAKLAND UNIFIED SCHOOL DISTRICT
Office of the Superintendent of Schools
November 14, 2012

TO: Board of Education

FROM: Dr. Anthony Smith, Ph.D., Superintendent
By: Maria Santos, Deputy Superintendent, Instruction, Leadership & Equity-in-Action
Vernon Hal, Deputy Superintendent, Business & Operations

SUBJECT: Amendment to the Master Memorandum of Understanding between OUSD and East Bay Asian Youth Center

ACTION REQUESTED

Approval by the Board of Education of Amendment No. 1 to the Master Memorandum of Understanding (MMOU) between District and East Bay Asian Youth Center, Oakland, CA, for the latter to provide additional services as specified as lead agency for program coordination, math intervention, homework support, student supervision, and a variety of enrichment services for a Comprehensive After School Program, in an additional amount not to exceed \$95,000.00, increasing the not to exceed amount of the Master Memorandum of Understanding from \$1,849,967.00 to \$1,944,697.00, and extending the contract period of July 1, 2012 to June 30, 2013 to August 31, 2013, pursuant to the terms and conditions as specified in the MMOU.

BACKGROUND

The Oakland Unified School District enters into contracts each year to provide professional services that support the District's academic mission. The Master MOU establishes all terms and conditions, a defined menu of services with negotiated rates, and allows for the gathering of necessary supporting documentation to further streamline the process of receiving necessary services, while keeping the integrity of checks and balances, as well as maintaining oversight by the Governing Board.

A Menu of Services was established that would allow a principal to "Order" from the Menu using the Individual Service Agreement (ISA). This is essential to promoting transparency of services, and the costs of those services, between like schools. Each Individual Service Agreement is submitted to the board for Approval. This vendor has received more orders for service than anticipated, and therefore, an amendment to this MOU requests an amended not-to-exceed amount.



DISCUSSION

Vendor: East Bay Asian Youth Center

Overview of Services: East Bay Asian Youth Center contracts with schools to be a lead agency to provide high quality after school programming consisting of academic enrichment and recreational physical activities, family literacy and targeted Equitable Access services to students that are high risk.

Not-To-Exceed Amount: \$1,944,697.00

Determination of the Not-to-Exceed Amount is based on the actual number of sites served and the service to be provided at the price set forth in the Menu of Services.

The District contracts with agencies to provide various activities and after-school programs. Chosen by the number of sites served with District and the long standing relationship with the agencies, the Master Memorandum of Understanding establishes a relationship with East Bay Asian Youth Center, defining terms and conditions as well as setting a maximum not-to-exceed ceiling amount. This ceiling is derived from historical cost data, and known changes in sites to be served, as well as expected grant funding.

In addition, the District has been working with agencies to provide a Menu of Service, which delivers a clear and measurable scope of work. Each product is described and the price is clearly quoted, establishing and promoting a more perfect competition where the consumer, here the principal, is informed of the services offered, and the price for those services. This allows the principal to easily compare services and prices, and plan for programmatic needs.

FISCAL IMPACT

There is no funding associated with the Master Memorandum of Understanding or the Amendment to the Master Memorandum of Understanding herewith. The Master Memorandum of Understanding establishes a relationship, as well as setting the terms and conditions with East Bay Asian Youth Center. The funding source for each Individual Service Agreement will be determined separately and individually. Funding for the Individual Service Agreement is verified through a review of the RBB Budget, and a review of State and Federal compliance funding when applicable.

RECOMMENDATION

Approval by the Board of Education of Amendment No. 1 to the Master Memorandum of Understanding (MMOU) between District and East Bay Asian Youth Center, Oakland, CA, for the latter to provide additional services as specified as lead agency for program coordination, math intervention, homework support, student supervision, and a variety of enrichment services for a Comprehensive After School Program, in an additional amount not to exceed \$95,000.00, increasing the not to exceed amount of the Master Memorandum of Understanding from



\$1,849,967.00 to \$1,944,697.00, and extending the contract period of July 1, 2012 to June 30, 2013 to August 31, 2013, pursuant to the terms and conditions as specified in the MMOU.

ATTACHMENTS:

- Master MOU
- Amendment to the Master MOU

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**AMENDMENT NO. One TO
MEMORANDUM OF UNDERSTANDING**

The Oakland Unified School District (OUSD) and East Bay Asian Youth Center (Agency) entered into a Memorandum of Understanding (MOU) on 07/01/2012. The the parties agree to amend that Agreement as follows:

1. **Services:** The Funding Source has changed. The scope of work has changed. Additional Scope of Work Attached
If scope of work changed: Provide the revised scope of work including description of expected final results, such as services, materials, additional sites to receive services, additional duties, and/or reports; attach additional pages as necessary.

Agency agrees to provide the following amended services:

The sites being served:

- Oakland High - \$35,000 Kaiser Health and Wellness
- Oakland High - \$20,000 Safe and Supportive School (S3)
- Lincoln - \$36,360.40 EIA/LEP
- Lincoln - 7,988.37 SIP

Services are detailed in the Individual Service Agreements including funding source, increasing the not to exceed \$95,000.00, from \$1,849,697.00 to a not to exceed \$1,944,697.00. All other terms and conditions remain in full force and effect.

2. **Terms (duration):** The term of the MOU is unchanged. The term of the MOU has changed.
If term is changed: The term of the MOU is extended by an additional One (~~days/weeks/months~~), and the amended expiration date is 8/31/2013.

3. **Compensation:** The compensation is unchanged. The compensation has changed.
If the compensation is changed: The MOU price is amended by:

- Increase of \$ 95,000.00 to original MOU amount – Funding Source: Not Applicable, TBD with ISA's
- Decrease of \$ to original MOU amount – Funding Source:

The **New MOU total** is not to exceed: One Million, Nine Hundred Forty-Four Thousand, Six Hundred Ninety-Seven and 00/100's dollars (\$ 1,944,697.00).

4. **Remaining Provisions:** All other provisions of the MOU, and prior Amendment(s) if any, shall remain unchanged and in full force and effect as originally stated.

5. **Amendment History:** There are no prior amendments to this MOU. This MOU has previously been amended as follows:

No.	Date	General Description of Reason for Amendment	Amount of Increase (Decrease)
			\$
			\$
			\$

6. **Approval:** This MOU is not effective and no payment shall be made to Agency until it is approved. Approval requires signature by the Board of Education, and/or the Superintendent as their designee.

OAKLAND UNIFIED SCHOOL DISTRICT

Pady Linder

- President, Board of Education
- Superintendent

Ego Sakatani, Jr.
Secretary, Board of Education

11/15/12
Date

11/15/12
Date

AGENCY

Gianna Tran
Contractor Signature

Gianna Tran, Deputy Executive Director
Print Name, Title

9/30/12
Date

File ID Number: 12-2745
Introduction Date: 11-14-12
Enactment Number: 12-2863
Enactment Date: 11-14-12
By:



MEMORANDUM OF UNDERSTANDING AMENDMENT ROUTING FORM

Basic Directions

Services beyond the original MOU cannot be provided until the amendment has been fully approved and the Purchase Order amount, if applicable, has been increased by Procurement.

1. Agency and OUSD contract originator reach agreement on modification to original MOU.
2. Agency and OUSD contract originator complete an MOU amendment together.
3. If the MOU total amount has increased, OUSD contract originator creates new requisition.
4. OUSD contract originator submits amendment packet for approval within two weeks of creating the requisition.

When the MOU amendment is approved, Procurement will add additional funds to the original Purchase Order.

The Legal Department must review and approve all amendments that do not use the OUSD template MOU Amendment form.

Agency Information

Agency Name	East Bay Asian Youth Center	Agency's Contact Person	Gianna Tran
Street Address	2025 E. 12th Street	Title	Deputy Exec. Director
City	Oakland	State	CA
Zip Code	94606	Telephone	(510) 533-1092
	OUSD Vendor Number	V012162	Email

- Attachments
- MOU amendment – (Includes Routing Form and Board Memo)
 - Amended Scope of work (Not Required if Amendment is only for a change in the funding source)
 - If additional consultants will be working on site, attach agency letter verifying additional consultants have met the Fingerprinting/Background Investigation and have a negative tuberculosis status.

Compensation – Must be within OUSD Billing Guidelines

Original MOU Amount	\$ 1,849,697.00	Original PO Number	Not Applicable
Amended MOU Amount	\$ 95,000.00	New Requisition Number	Not Applicable
New Total MOU Amount	\$ 1,944,697.00		

Budget Information

Resource #	Resource Name	Org Key #	Object Code	Amount
N/A	N/A	N/A	5825	\$95,000.00
			5825	

OUSD Contract Originator Information

Name of OUSD Contact	Joel Ross	Email	Joel.Ross @ousd.k12.ca.us
Telephone	(510) 434-2247	Fax	(510) 434-2249
Site/Dept. Name	Procurement & Distribution		

Approval and Routing (in order of approval steps)

Additional services above original MOU amount cannot be provided before the amendment is fully approved and the Purchase Order amount has been increased by Procurement. Signing this document affirms that to your knowledge additional services were not provided before the amendment was approved.

Please sign under the appropriate column.	Approved	Denied – Reason	Date
1. Site Administrator	<i>Joel Ross</i>		
2. Resource Manager, if applicable			
3. Network or Regional Executive Officer			
4. Cabinet (Deputy Superintendent)			
5. Superintendent or Board of Education			
Legal – Required if not standard MOU Amendment			
Procurement	Date Received		

Board Office Use: Legislative File Info.	
File ID Number	12-1420
Introduction Date	6-27-12
Enactment Number	12-1876
Enactment Date	6/27/12



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

OAKLAND UNIFIED SCHOOL DISTRICT

Office of the Board of Education

June 27, 2012

TO: Board of Education

FROM: Dr. Anthony Smith, Ph.D., Superintendent

SUBJECT: Master Memorandum of Understanding between OUSD and East Bay Asian Youth Center

ACTION REQUESTED

Authorize the President and Secretary of the Board to enter into and execute a Memorandum of Understanding with East Bay Asian Youth Center, on behalf of the District to provide services to students. This establishes a one year relationship with East Bay Asian Youth Center, and a Not-To-Exceed amount of \$1,849,697.00. This amount is projected using historical cost data, known changes to the number of sites served and expected available grant funding allowable.

BACKGROUND

The Oakland Unified School District enters into contracts each year to provide professional services that support the District's academic mission. The Master MOU establishes all terms and conditions, a defined menu of services with negotiated rates, and allows for the gathering of necessary supporting documentation to further streamline the process of receiving necessary services, while keeping the integrity of checks and balances, as well as maintaining oversight by the Governing Board.

A Menu of Services was established that would allow a principal to "Order" from the Menu using the Individual Service Agreement (ISA). This is essential to promoting transparency of services, and the costs of those services, between like schools. Each Individual Service Agreement will be submitted to the board for ratification. In the event that this vendor receives more orders for service than anticipated, an amendment to this MOU will request a new not-to-exceed amount.



DISCUSSION

Vendor: East Bay Asian Youth Center

Overview of Services: East Bay Asian Youth Center contracts with schools to provide case management and family support to young people who are on probation, parole, and are at-risk of violence and exploitation offering job training programs, paid work experience, access to mental health, social services and navigation of court appearances.

Not-To-Exceed Amount: \$1,849,697.00

Determination of Not-to-Exceed Amount: Based on historical data and projections for the coming school year, it is anticipated that East Bay Asian Youth Center will provide services to 11 school sites.

The District contracts with agencies to provide various activities and after-school programs. Chosen by the number of sites served with District and the long standing relationship with the agencies, the Master Memorandum of Understanding establishes a relationship with East Bay Asian Youth Center, defining terms and conditions as well as setting a maximum not-to-exceed ceiling amount. This ceiling is derived from historical cost data, known changes in sites to be served, as well as expected grant funding.

In addition, the District has been working with agencies to provide a Menu of Service, which delivers a clear and measurable scope of work. Analogous to ordering from a common table menu, each product is described and the price is clearly quoted, establishing and promoting a more perfect competition where the consumer, here the principal, is informed of the services offered, and the price for those services. This allows the principal to easily compare services and prices, and plan for programmatic needs.

FISCAL IMPACT

There is no funding associated with the Master Memorandum of Understanding. The Master Memorandum of Understanding establishes a relationship, as well as setting the terms and conditions with East Bay Asian Youth Center. The funding source for each Individual Service Agreement will be determined separately and individually. Funding for the Individual Service Agreement is verified through a review of the RBB Budget, and a review of State and Federal compliance funding when applicable.



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

RECOMMENDATION

Approval of Master MOU between the Oakland Unified School District authorizing the President and Secretary of the Board to enter into and execute a Master Memorandum of Understanding and Individual Service Agreement(s) with East Bay Asian Youth Center in an amount Not-To-Exceed \$1,849,697.00.

ATTACHMENTS: Master MOU

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File ID Number	12-1420
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Enactment Number	12-1876
Enactment Date	6/27/12



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

**MEMORANDUM OF UNDERSTANDING
BETWEEN
OAKLAND UNIFIED SCHOOL DISTRICT and
East Bay Asian Youth Center
2012-2013**

1. INTENT

- 1.1 **Intent of this Memorandum of Understanding.** This Memorandum of Understanding (hereinafter "MOU") establishes the Oakland Unified School District's (hereinafter "OUSD") intent to establish a relationship with East Bay Asian Youth Center (hereinafter "CONTRACTOR"), to provide services to OUSD as described and stated in full in the Individual Service Agreement(s).

Cumulative Amount of ISA(s) NOT TO EXCEED \$ 1,849,697.00

- 1.2 **This Master MOU shall include an Individual Services Agreement (hereinafter "ISA")** developed for each OUSD site CONTRACTOR is to provide services. It is understood that this Master MOU does not commit OUSD to pay for services provided by any CONTRACTOR, unless and until an authorized OUSD representative approves the service, and a Purchase Order is issued by OUSD's Procurement department and the ISA(s) are ratified by the Board of Education.

2. TERMS AND CONDITIONS

- 2.1 **Term of Agreement.** The term of this agreement shall be July 1, 2012 to June 30, 2013 and may be extended by written agreement of both parties. **ISA's are void upon termination or expiration of the Master MOU.**
- 2.2 **All terms and conditions apply jointly and severally** to all CONTRACTOR'S employees, agents, partners, subcontractors, and/or volunteers acting on behalf of, and by the direction of CONTRACTOR.
- 2.3 **Notice of Termination.** OUSD may, at any time, terminate this Agreement upon not less than five (5) days written notice to CONTRACTOR. OUSD shall compensate CONTRACTOR for services satisfactorily provided through the date of termination. In addition, OUSD may terminate this agreement for cause should CONTRACTOR fail to perform any part of this Agreement. In the event of termination for cause, OUSD may secure the required services from another contractor. If the cost to OUSD exceeds the cost of providing the services pursuant to this Agreement, CONTRACTOR shall pay the additional cost.
- 2.4 **Choice of Law.** This Agreement shall be performed in Oakland, CA and is governed by the laws of the State of California.
- 2.5 **Licenses and Permits.** CONTRACTOR shall obtain and keep in force all licenses, permits, and certificates necessary for the performance of this Agreement.
- 2.6 **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
- 2.7 **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 officer or employee of OUSD to perform any service by this Agreement without first obtaining the prior written approval of OUSD. CONTRACTOR affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between CONTRACTOR's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to OUSD's attention in writing.

- 2.8 **Drug-Free / Smoke Free Policy.** 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 on these sites.
- 2.9 **Anti-Discrimination.** Consistent with the policy of OUSD in connection with all work performed under Contracts, CONTRACTOR shall not engage in unlawful discrimination in employment on the basis of actual or perceived race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex or sexual orientation. CONTRACTOR agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and OUSD policy. In addition, CONTRACTOR agrees to require like compliance by all its subcontractor(s).
- 2.9A **Local, Small Local and Small Local Resident Business Enterprise Program (L/SL/SLRBE).** OUSD requires a twenty percent (20%) minimum local participation requirement for all professional service contracts over the informal bidding threshold (Public Contract Code Section 20111). Contractors shall comply with the twenty percent (20%) local business participation requirement at a rate of ten percent (10%) local and 10% small local and/or small local resident business participation. Business entities must be certified by the City of Oakland in order to earn credit toward meeting the twenty percent participation requirement. A copy of the District's S/SL/SLRBE Policy can be obtained from the OUSD website: www.ousd.k12.ca.us
- 2.10 **Limitation of OUSD 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.
- 2.11 **CONTRACTOR costs or expenses.** OUSD shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for OUSD except as follows:
None, in an amount not to exceed \$0.00.
- 2.12 **Liability of CONTRACTOR to correct unsatisfactory work.** The granting of any payment by OUSD, or the receipt thereof by CONTRACTOR, shall in no way lessen the liability of CONTRACTOR to correct unsatisfactory work, although the unsatisfactory character of that work may not have been apparent or detected at the time a payment was made. Work, which does not conform to the requirements of this Agreement, may be rejected by District and in that case must be replaced by CONTRACTOR without delay.
- 2.13 **Waiver.** No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of the Agreement.
- 2.14 **Submittal of Documents.** CONTRACTOR shall not commence the Work under this Contract until CONTRACTOR has submitted and OUSD has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:
- a) Signed Agreement
 - b) Workers' Compensation Certification
 - c) Insurance Certificates and Endorsements
 - d) Fingerprinting/Criminal Background Investigation Certification (provided with invoice)
 - e) Tuberculosis Clearance – Test Showing Negative Results (provided with invoice)

2.15 **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

2.16 **Changing Legislation.** CONTRACTOR understands that changes in Federal, or state legislation or District policy may impact funding levels, grant requirements, and responsibilities of CONTRACTOR during an academic school year. This MOU may be amended during the 2010-11 fiscal year to reflect additional changes resulting from such legislation.

3. ADMINISTRATION OF MASTER MOU.

3.1 All notices provided for by this Master MOU shall be in writing. Notices shall be mailed or delivered by hand and shall be effective as of the date of receipt by addressee.

Contract Administrator	Joel Ross
Department	Procurement
Address	900 High Street
City, State, Zip	Oakland, CA 94601
Phone	510-434-2247

3.2 Notices to CONTRACTOR shall be addressed as indicated:

Name	Gianna Tran
Title	Deputy Executive Director
Agency	East Bay Asian Youth Center
Address	2025 E. 12th Street
City, State, Zip	Oakland, CA 94606
Phone	(510) 533-1092

4. AREAS OF AUTHORITY

4.1 **Oakland Unified School District.** The Oakland Unified School District is responsible for fiduciary and programmatic oversight for the expenditure of funds contracted to CONTRACTOR by OUSD for fiscal year 2012-2013.

4.2 **Independent Contractor.** This is not an employment contract. CONTRACTOR, is an independent contractor or business entity, and will be responsible for operations and management of its employees to sufficiently carry out the agreed upon Scope of Work. 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 or entitled to employees of OUSD, 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 necessary to do business in the State of California, 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, with the sole authority for controlling and directing the performance of the details of the work, OUSD being interested only in the results obtained.

4.3 **Fiscal oversight and management.** CONTRACTOR shall be responsible for providing oversight, fiscal management, payroll services and technical assistance to its agents, employees or subcontractors. CONTRACTOR may be required to facilitate and collaborate with other service providers as necessary.

4.4 **No Rights in Third Parties.** *This agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.*

4.5 **Ownership of Documents.** All documents created by CONTRACTOR pursuant to this Agreement, including but not limited to reports, designs, schedules, and other materials prepared, or in the process of being prepared, for the services to be performed by CONTRACTOR, are and shall be at the time of creation and thereafter the property of the OUSD, with all intellectual property rights therein vested in the OUSD at the time of creation. The OUSD shall be entitled to access to and copies of these materials

during the progress of the work. Any such materials in the hands of CONTRACTOR or in the hands of any subcontractor upon completion or termination of the work shall be immediately delivered to the OUSD. If any materials are lost, damaged or destroyed before final delivery to the OUSD, CONTRACTOR shall replace them at its own expense and CONTRACTOR hereby assumes all risks of loss, damage or destruction of or to such materials. CONTRACTOR may retain a copy of all materials produced under this Agreement for its use in its general business activities.

- 4.6 Copyright/Trademark/Patent/Ownership.** CONTRACTOR understands and agrees that all matters produced under this Agreement shall become the property of OUSD and cannot be used without OUSD's express written permission. OUSD shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark, and/or patent of said matter in the name of OUSD. CONTRACTOR consents to use of CONTRACTOR's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium. These matters include, without limitation, drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any other original works of authorship, or other documents prepared by CONTRACTOR or its Sub-CONTRACTORS in connection with the Services performed under this Agreement. All works shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in those works are the property of OUSD.
- 4.7 Confidentiality.** The CONTRACTOR and all CONTRACTOR's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information and documents received. CONTRACTOR understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
- 4.8 Contractor Changes.** CONTRACTOR may, at any time, by written order, make changes within the scope of work and services described in this Agreement. If such change(s) cause an increase or decrease in the budgeted cost of, or the time required for performance of the agreed upon work, CONTRACTOR shall so advise the OUSD immediately via the Contracts Administrator with a revised ISA. The revised ISA shall explain the circumstances giving rise to the unforeseen condition or contingency and shall set forth the proposed adjustment in compensation. Such notice shall be given the OUSD prior to the time that CONTRACTOR performs work or services related to the proposed adjustment in compensation. Any and all pertinent changes shall be expressed in a written supplement to this Agreement prior to implementation of such changes.
- 4.9 Removal of Staff.** 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 persons, employee, representative or agent from 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.
- 4.10 CONTRACTOR Qualifications / Performance of Services.**
- (a) **CONTRACTOR Qualifications.** CONTRACTOR is specially trained, experienced, competent and fully licensed to provide the Services required by this Agreement in conformity with the laws and regulations of the State of California, the United States of America, and all local laws, ordinances and regulations, as they may apply.
 - (b) **Standard of Care.** CONTRACTOR represents that CONTRACTOR has the qualifications and ability to perform the Services in a professional manner, without the advice, control, or supervision of OUSD. CONTRACTOR's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts.
- 4.11 Employees or Subcontractors of CONTRACTOR.** Consistent with invoicing requirements in Section 7, CONTRACTOR shall submit a list of employees or other persons who were working on the District's school sites for the period CONTRACTOR is invoicing. In the event that OUSD, in its sole discretion, at any time during the term of this Agreement, desires the removal of any CONTRACTOR related persons,

employee, representative or agent from the 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.

4.12 OUSD's Evaluation of CONTRACTOR and CONTRACTOR's Employees and/or Subcontractors. OUSD may evaluate the CONTRACTOR's work in any way that OUSD is entitled to do so pursuant to applicable law. The OUSD's evaluation may include, without limitation:

- (a) Requesting that OUSD employee(s) evaluate the CONTRACTOR and the CONTRACTOR's employees and subcontractors and each of their performance.
- (b) Announced and unannounced observance of CONTRACTOR, CONTRACTOR's employee(s), and/or subcontractor(s).

5. CONDUCT OF CONTRACTOR.

5.1 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:

The prospective primary participant certifies to the best of 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, verifies that this vendor does not appear on the Excluded Parties List. (<https://www.epls.gov/eplis/search.do>)

5.2 Maintain background check. CONTRACTOR certifies that all persons permitted to work on school sites or, may come in contact with children, have been cleared under California law and the Education Code.

5.3 Maintain clean, safe, and secure program environments for staff and students in conjunction with OUSD, and following OUSD guidelines. CONTRACTOR, as they view as necessary, will initiate and establish additional cleanliness, safety, and security policies and protocol sufficient to ensure staff, student and family member safety.

5.4 Comply with the Child Abuse and Neglect Reporting Act (CANRA) guidelines as Mandated Reporters to report suspicions of possible child abuse to the appropriate reporting agency as stated in California Penal Code § 11164 – 11174.

5.5 Mandatory participation in technical assistance, training, orientation, monthly meetings and other support and resource development activities provided by the OUSD and collaborative partners in conducting program planning, implementation, and evaluation as necessary. These may include required regular meetings with the school principal or other identified designee to ensure collaboration with the school vision. Participation in meetings facilitated by OUSD to address program success, areas of concern and for general troubleshooting are also required.

5.6 Ensure compliance with funding guideline requirements and follow OUSD policies and procedures. This includes compliance with District staffing requirements and policies including No Child Left Behind and other legislative mandates.

5.7 Maintain five sets of essential collaborative relationships to ensure partnerships towards effective program implementation:

- a) Administration, faculty, and staff of OUSD
- b) OUSD central administration departments
- c) Parents/Guardians
- d) Youth
- e) *Community organizations and public agencies*

6. SCOPE OF WORK.

6.1 The attached Menu of Service outlines the specific scope of work, and is described in full and incorporated into this Master MOU. Services are ordered specifically by site as detailed in the Individual Service Agreement. Only the services detailed in the menu may be ordered by an OUSD site.

7. INVOICING.

- 7.1 **Updated listing of employees and their respective ATI number.** CONTRACTOR agrees as a condition of payment for services provided, CONTRACTOR will provide a complete updated listing with monthly invoices of all employees, subcontracted agencies, and volunteers, and their respective ATI number as registered with the Dept of Justice/FBI, at the site for which CONTRACTOR is providing services and invoicing OUSD.
- 7.2 **Submission of invoices to OUSD.** CONTRACTOR must submit invoices to OUSD in a format acceptable to OUSD and on a timely and regular basis for services rendered. Invoices must contain the following information: a) the name of the project or school site; b) a daily list of tasks/services performed; c) the hours (or portion of an hour) worked for each task described; and d) and an itemization of any reimbursable expenses, including receipts. All invoices shall be accompanied by the following verification statement signed by the CONTRACTOR:

I personally reviewed this invoice dated _____.

I have ensured that the invoice is correct and that the services and costs were incurred in compliance with all agreements between me and/or my firm and the Oakland Unified School District.

OUSD will not accept invoices submitted more than thirty days beyond the end of each fiscal quarter. No invoices will be accepted more than 30 days past the end of June 30 of the contractual fiscal year. CONTRACTOR must also submit invoices according to specific invoicing deadlines as outlined by OUSD to ensure timely processing. OUSD reserves the right to reject any invoice which does not meet the requirements in this Section 7.2.

- 7.3 **Payment for the Work** shall be made for all undisputed amounts in monthly installment payments within forty-five (45) days after the CONTRACTOR submits an invoice to OUSD for Work actually completed and after OUSD's written approval of the Work, or the portion of the Work for which payment is to be made. . All amounts paid by OUSD shall be subject to audit by OUSD.

8. INDEMNIFICATION

- 8.1 CONTRACTOR shall indemnify, hold harmless and defend the Oakland Unified School District, its Governing Board, State Trustee, Superintendent and each of its officers, officials, employees, volunteers and agents (hereinafter in this Section 8 collectively referred to as "the District") from any loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by the District, CONTRACTOR or any other person and from any claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of performance of this agreement.
- 8.2 CONTRACTOR obligations under the preceding shall apply jointly and severally regardless of whether the District or any of its officers, officials, employees, volunteers or agents are actively or passively negligent, but shall not apply to any loss of liability, fines, penalties, forfeitures, costs or damages caused solely by the active negligence or by the willful misconduct of the District.
- 8.3 If CONTRACTOR should subcontract all or any portion of the work or activities to be performed under this agreement, CONTRACTOR shall require each subcontractor to indemnify, hold harmless and defend the District, its officers, officials, employees, volunteers or agents in accordance with the terms of the proceeding paragraph.

9. INSURANCE

- 9.1 Throughout the life of the MOU, CONTRACTOR shall pay for and maintain in full force and effect with an insurance company(s) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A/VII" in Best Insurance Rating Guide, the following policies of insurance:
- a) **COMMERCIAL GENERAL LIABILITY** insurance which shall include contractual, products and completed operations, corporal punishment and sexual misconduct and harassment coverage,

and bodily injury and property damage liability insurance with combined single limits of not less than \$1,000,000 per occurrence.

- b) **WORKERS COMPENSATION** insurance, as required by the California Labor Code, with not less than the statutory limits.
- c) **PROPERTY AND FIRE** insurance shall provide to protect: Real Property, against risk of direct loss, commonly known as Special Form and Fire Legal Liability, to protect against liability for portions of premises leased or rented; Business Personal Property, to protect on a Broad Form, named peril bases, for all furniture, equipment and supplies of CONTRACTOR. If any District property is leased, rented or borrowed, it shall also be insured the same as real property.

9.2 The above policies of insurance shall be written on forms acceptable to the Risk Manager of the Oakland Unified School District and endorsed to name the Oakland Unified School District, its officers, employees, volunteers or agents, as additional insured. Said Additional Insured endorsement shall be provided to the Oakland Unified School District prior to this Master MOU becoming valid. If at any time said policies of insurance lapse or become canceled, this agreement shall become void. The acceptance by OUSD of the above-required insurance does not serve to limit the liability or responsibility of the insurer or CONTRACTOR to OUSD.

ADDITIONAL ADDENDUM(S) ATTACHED

(If this box is checked, additional terms and conditions apply.)

Yes No

- ASES PROGRAM GRANT (Elementary / Middle)**
- 21st CCLC ASSET GRANT (High School)**
- FIELDTRIPS ONLY**

On behalf of our respective institutions or organizations, we hereby execute this Memorandum of Understanding.

Mannalson
CONTRACTOR

Date: 5/23/12

Wdy Linder
President, Board of Education
Oakland Unified School District

Date: 6/28/12

Egon Robertson, Sr.
Secretary, Board of Education
Oakland Unified School District

Date: 6/28/12

Units of Service for Lead Agency: East Bay Asian Youth Center

Lead Agency Unit of Service

After School Services include:

After school program set up at school site and coordination of comprehensive services to ensure ASES and 21st Century grant compliance, alignment with school day, program quality, fiscal oversight, and compliance with district policies, including contracting processes, fiscal timelines, and Legal requirements.

Delivery of high quality after school programming consisting of academic, enrichment, and recreational/physical activity components to meet grant compliance. Services will be delivered by qualified, trained individuals and community providers with subject matter expertise and youth development experience.

After School program will serve up to 90 students at each elementary school site, 180 at the middle school site, and 150 at the high school site. Services will be offered daily, Monday through Friday, from September – June. Program will begin immediately at the end of the regular school day and will stay open until 6pm daily.

The After School Services include homework assistance, math intervention, reading intervention, and visual and performing art instruction.

Program activities will be provided by qualified staff. Student to staff ratio will not exceed 20:1.

For High School Programs: services also include family literacy programming and equitable access services. The Family Literacy workshops engage parents in their children's academic and leadership development process, and college and career exploration.

Option A: services for up to 90 Elementary students: \$100,854

Option B: services for up to 110 Elementary students: \$142,002

Option C: services for up to 160 Elementary students: \$201,507

Option D: services for up to 140 Elementary students: \$181,000

Option E: services for up to 180 Middle School students: \$224,813

Option F: services for up to 150 High School students: \$264,462

Factors that may reduce or alter the school charge for above lead agency unit:

- a) School opting to utilize own teachers to provide academic services, reducing the academic programming charges to the cost above.
- b) School opting to directly contract with a different service provider for enrichment, reducing some of the enrichment charges to the cost above.
- c) School opting to provide supplies in support of after school programming, reducing supply costs from the total above.
- d) School opting to fund School Safety Officer, reducing above costs to provide safe

and secure after school environment.

- e) Other specialty services from this menu have been selected to augment some of the basic lead agency services included in package above.
- f) School opting to augment after school services or serve additional students utilizing additional grant funds.
- g) Other: please describe

Title One Attendance Case Management Unit of Service:

Attendance Case Management services incorporate a broad range of support services that aim to improve parent leadership, improve family health, improve school attendance and improve academic achievement. Services include: parent leadership workshops, parent literacy classes, truancy intervention services, and community education events.

Attendance Case Management programming will serve up to 200 families throughout the school year.

Cost: \$60,000

Title One Family Support Unit of Service:

Family Support services incorporate a broad range of support services that aim to improve parent leadership, improve family health, improve school attendance and improve academic achievement. Services include: parent leadership workshops, parent literacy classes, truancy intervention services, and community education events.

Family Support services will serve up to 50 families throughout the school year.

Cost: \$25,000

Public Health Academy Unit of Service:

Public Health Academy services incorporate a broad range of support services that aim to improve family health, improve school attendance and improve academic achievement. Services include: medical, mental health and youth development services

Public Health Academy services will serve up to 50 students throughout the school year.

Cost: \$18,000

Roosevelt Summer Bridge Unit of Service:

Roosevelt Summer Bridge is a comprehensive community/school partnership dedicated to helping all Roosevelt Middle School students succeed in school and in life. Roosevelt Summer Bridge directly supports over 200 students through summer & after-school learning; family support services; attendance case management; and parent leadership.

Roosevelt Summer S.T.E.M. is a four-week pilot program that engages incoming 7th and 8th graders in applied learning activities and projects that integrate content from science, technology, engineering, and mathematics.

Cost: \$35,035

EAST BAY ASIAN YOUTH CENTER
2012-2013 OUSD Budget
23-May-12

Rev. Budget

	<u>School</u>	<u>Funding Source</u>	<u>Amount</u>
1	Bella Vista	ASES	\$100,854
2	La Escuelita	ASES	\$100,854
3	Manzanita Community School	ASES	\$100,854
6	Cleveland	ASES	\$100,854
4	SEED	ASES	\$30,000
5	Franklin	ASES	\$142,002
7	Lincoln	ASES	\$181,000
8	Garfield	ASES	\$201,507
	Garfield	Title One	\$60,000
9	Roosevelt	ASES	\$224,813
	Roosevelt	Title One	\$25,000
	Roosevelt	NSLA	\$35,035
10	Dewey Academy	21 CCLC Core	\$224,120
		21 CCLC Equitable Access	\$22,412
		21 CCLC Family Literacy	\$17,930
11	Oakland High	Public Health Academy	\$18,000
	Oakland High	21 CCLC Core	\$224,120
		21 CCLC Direct Access	\$22,412
		21 CCLC Family Literacy	\$17,930
	<u>Total</u>		<u>\$1,849,697</u>



CERTIFICATE OF LIABILITY INSURANCE

EASTBAA

OP ID: AU

DATE (MM/DD/YYYY)

05/31/12

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER CCI Financial & Ins. Solutions License #0381524 P. O. Box 5076 San Ramon, CA 94583-1328 George Yin	925-866-7050	CONTACT NAME:	
	925-866-8275	PHONE (A/C, No, Ext):	FAX (A/C, No):
		E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: Great American Insurance	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

INSURED East Bay Asian Youth Center
2025 E 12th St
Oakland, CA 94606

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY	X	PAC2153134	06/01/12	06/01/13	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> Professional 1mil					PERSONAL & ADV INJURY \$ Excluded
GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
						\$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY		PAC2153134	06/01/12	06/01/13	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS					BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS					PROPERTY DAMAGE (Per accident) \$
						\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB		UMB3070366	06/01/12	06/01/13	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> EXCESS LIAB					AGGREGATE \$ 1,000,000
	<input checked="" type="checkbox"/> CLAIMS-MADE					\$
DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						\$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N N/A						OTHER
If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$
A	Crime/Employee Dishonesty		PAC2153134	06/01/12	06/01/13	E.L. DISEASE - EA EMPLOYEE \$
	E.L. DISEASE - POLICY LIMIT \$					
						Limit 5,000
						Ded 1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Certificate holder is named as additional insured.

CERTIFICATE HOLDER	CANCELLATION
OAKLUN1 Oakland Unified School Dist 1025 Second Avenue Oakland, CA 94606	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

© 1988-2010 ACORD CORPORATION. All rights reserved.

**EAST BAY ASIAN YOUTH CENTER
2012-2013 OUSD Budget**

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EPLS

Excluded Parties List System

**Search Results Excluded By
Firm, Entity, or Vessel : East Bay Asian Youth Center
as of 31-May-2012 2:00 PM EDT**

Your search returned no results.