gislative File Info.
15-1786
10/14/15
15-1605
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## Memo

**To** Board of Education

From Antwan Wilson, Superintendent

Board Meeting Date (To be completed by

Procurement)

10/14/15

Subject Individual Service Agreement - Master Memorandum of Understanding - East

Bay Asian Youth Center (contractor) - 108/Cleveland Elementary School (site)

**Action Requested** 

Approval of the Individual Service Agreement to the Master Memorandum of Understanding (MMOU) between District and East Bay Asian Youth Center, for services to be provided primarily to 108/Cleveland Elementary School.

Background

A one paragraph explanation of why the consultant's services are needed.

The attached Individual Service Agreement is the contracting of services at the negotiated price, stated in the referenced Master MOU, approved by the Board of Education on June 24, 2015 (Enactment number 15-1159).

Discussion
One paragraph
summary of the
scope of work.

Approval by the Board of Education of an Individual Service Agreement to the Master Memorandum of Understanding (MOU) between the District and East Bay Asian Youth Center, Oakland, CA, for the latter to provide its Menu Option A-Lead Agency Unit, Arts, Recreation, Leadership and Family Literary activities, as described in the Program Plan, incorporated herein by reference as though fully set forth, at Cleveland Elementary School for the period of July 1, 2015 through August 19, 2016, in an amount not to exceed \$93,779.00, pursuant to the terms and conditions as specified in the MOU.

Recommendation

Approval by the Board of Education of an Individual Service Agreement to the Master Memorandum of Understanding (MMOU) between the District and East Bay Asian Youth Center for the latter to provide Arts, Recreation, Leadership and Family Literary activities for the After School Program at Cleveland Elementary School for the period July 1, 2015 through August 19, 2016.

Fiscal Impact

Funding Resource: <u>6010/After School Education and Safety (ASES) Grant</u> in an amount not to exceed \$93,779.00.

Attachments

- Individual Service Agreement
- Program Schedule and Budget
- Certificate of Insurance
- Menu of Service
- Copy of Master Memorandum of Understanding

Board Office Use: Leg	gislative File Info.
File ID Number	15-1786
Introduction Date	10/14/15
Enactment Number	15-1805
Enactment Date	10/14/15



DATE

INDIVIDUAL SERVICE AGREEMENT (ISA) 2015-2016 MASTER MOU INFORMATION East Bay Asian Youth Center VENDOR NAME 15-1160 V01262 **ENACTMENT# VENDOR#** Cleveland Elementary School SITE# SITE / DEPT NAME OUSD STAFF CONTACT - EMAILS ABOUT THIS CONTRACT SHOULD BE SENT TO: Renee.McMearn@ousd.k12.ca.us ORDER MENU OF SERVICES (EXHIBIT A OF MASTER MOU) - SELECT DESIRED SERVICE SERVICE AND UNIT OF SERVICE (SEE EXHIBIT GRADE RATE PER DESIRED AMOUNT A OF MASTER MOU FOR A FULL DESCRIPTION OF SCOPE OF (DESIRED UNITS TIMES LEVEL(S) UNIT UNITS WORK AND MENU OF SERVICES) RATE PER UNIT) **SERVED** \$ 93,779.00 \$93,779.00 Lead Agency Unit of Services Option A K-5 \$ \$ \$ \$ TOTAL AMOUNT \$93,779.00 IF FEE DOES NOT EQUAL RATE PER UNIT MULTIPLED BY DESIRED UNITS, EXPLAIN REASON FOR ALTERED RATE: **BUDGET INFORMATION** START DATE | 07/01/2015 R0161273 REQUISITION NUMBER END DATE 08/19/2016 RESOURCE# RESOURCE NAME **ORG KEY** AMOUNT 1081553401 \$93,779.00 6010 **ASES** \$ \$ This Individual Services Agreement is a contract for services. Its execution by an authorized OUSD agent, commits OUSD to pay for services provided by this VENDOR under the terms and conditions of the Master MOU referenced and incorporated herewith. Deputy Executive Director VENDOR NAME Gianna Tran TITLE DATE SIGNATURE **OUSD SITE** NAME TITLE **ADMINISTRATOR** SIGNATURE DATE APPROVAL IF USING FUNDS REVIEWED BY STATE AND FEDERAL PROGRAMS OR Quality Community School Development OR, SPSA MODIFICATION DOCUMENTATION ATTACHED SPSA ACTION ITEM NUMBER: RESOURCE MANAGER, if using funds managed by: State and Federal Quality Community School Development After School Programs 10-26-15 DATE SIGNATURE DATE SIGNATURE NETWORK / EXECUTIVE OFFICER or DEPUTY CHIEF DATE SIGNATURE PRESIDENT AND THE SECRETARY OF THE BOARD OF EDUCATION DATE SIGNATURE

SIGNATURE

EABAASIA Client#: 782690

#### ACORD.

#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/27/2015

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

PRODUCER	CONTACT Christine Walker-Yahn					
HUB Int'l Insurance Serv. Inc	PHONE (A/C, No, Ext): 925.415.1113 FAX (A/C, No): 9	25.905.4284				
License #0757776	E-MAIL ADDRESS: christine.yahn@hubinternational.com					
3000 Executive Parkway Suite 300	INSURER(S) AFFORDING COVERAGE	NAIC #				
San Ramon, CA 94583	INSURER A: Great American Insurance Compan	16691				
East Bay Asian Youth Center	INSURER B:					
	INSURER C:					
2025 E 12th St	INSURER D :					
Oakland, CA 94606	INSURER E :					
	INSURER F :					
COVERAGES CERTIFICATE NUMBER:	REVISION NUMBER:					

R	TYPE OF INSURANCE	ADDL SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	9
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	OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERAT ONS below	N/A				E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 191, Additional Remarks Schedule, if more space is required) Oakland United School District, City of Oakland, its Council members, directors, officers, agents, employees and volunteers are Additional Insureds in regards to General Liablity per attached endorsement form CG2026 07/04.

CERTIFICATE HOLDER	CANCELLATION
Oakland United School District Attn: Risk Management 900 High Street	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
Oakland, CA 94601	AUTHORIZED REPRESENTATIVE
	Ontre DP 40 BO

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Client#: 782690 EABAA

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5/27/2015

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- test	tificate holder in lieu of such endors	ement(s	).							
	JCER			CONTAC NAME:		e Walker-Ya				
HUB Int'l Insurance Serv. Inc. License #0757776 3000 Executive Parkway, Suite 300 San Ramon, CA 94583			PHONE (AC, No, Ext): 925.415.1113 FAX (AC, No): 925.905.428				05.4284			
				E-MAIL ADDRESS: christine.yahn@hubinternational.com INSURER(S) AFFORDING COVERAGE INSURER A : Oak River Insurance Company						
									NAIC #	
									34630	
SUF				INSURE	RB:					
	East Bay Asian Youth Cen	iter		INSURER C :						
	2025 East 12th Street									
	Oakland, CA 94606			INSURE	RE:					
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ov	ERAGES CER	TIFICATI	E NUMBER:				REVISION NUMBER:			
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	ANYAUTO						BODILY INJURY (Per person)	\$		
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	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?  (Mandatory in NH)	N/A					E.L. DISEASE - EA EMPLOYER	-		
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT			
	DESCRIPTION OF EIGHT ONE SOLDW									
	RIPTION OF OPERATIONS/ LOCATIONS/ VEHI fication of insurance.	CLES (Attac	ch ACORD 101, Additional Remarks	s Schedu	le, if more spece	ls required)				
CEF	TIFICATE HOLDER			CAN	CELLATION					
	Oakland United School Attn: Risk Management			THE	EXPIRATIO	N DATE THE	ESCRIBED POLICIES BE C EREOF, NOTICE WILL I			

AUTHORIZED REPRESENTATIVE

auce Classe

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Attn: Risk Management 900 High Street

Oakland, CA 94601

Client#: 782690 EABAASIA

#### ACORD.

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DATE (MM/DD/YYYY) 5/27/2015

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AUTHORIZED REPRESENTATIVE

Jake Black

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Oakland, CA 94601

#### 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	(8)
Oakland Unified School District	
Information required to complete this Schedule, if not show	wn above, will be shown in the Declarations.
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.	
A. In the performance of your ongoing operations; or      B. In connection with your premises owned by or rented to you.	

#### AFTER SCHOOL BUDGET PLANNING SPREADSHEET **ELEMENTARY & MIDDLE SCHOOLS** 01 2015 **OFCY** Program Match Fees (if Other Lead Site Name: Cleveland ASES Funds applicable) **Agency Funds** Site #: 108 Resource 6010, Program 1553 Average # of students to be served daily (ADA): 80 % OUSD Lead Agency Lead Agency Lead Agency Lead Agency \$6,858 TOTAL GRANT AWARD \$112,500 \$67,000 \$14,385 \$0 CENTRAL COSTS: INDIRECT, ADMIN, EVAL, PD, CUSTODIAL, SUPPLIES OUSD Indirect (5%) \$5,357 OUSD ASPO admin, evaluation, and training/technical assistance costs \$7,009 Custodial Staffing and Supplies at 3.25% \$3,254 TOTAL SITE ALLOCATION \$96,879 CERTIFICATED PERSONNEL Quality Support Coach/Academic Liaison REQUIRED \$2,500 Certificated Teacher Extended Contracts- math or ELA academic intervention or Common Core academic 1120 enrichment \$0 \$0 Certificated Teacher Extended Contracts- ELL supports \$0 Total certificated \$2,500 \$0 CLASSIFIED PERSONNEL 2205 Site Coordinator (list here, if district employee) \$0 \$0 \$0 \$0 2220 SSO (optional) \$0 \$0 \$0 Total classified \$0 \$0 \$0 \$0 BENEFITS Employee Benefits for Certificated Teachers on 3000's Extended Contract (benefits at 24%) Employee Benefits for Classified Staff on Extra 3000's Time/Overtime (benefits at 20%) \$0 Employee Benefits for Salaried Employees (benefits at 3000's 40%) \$0 \*\*\*\*\*\*\*\*\*\* 3000's Lead Agency benefits (rate: 25%) \$0 Total benefits \$0 \$0 \$0 \$600 **BOOKS AND SUPPLIES** Supplies (OUSD only, except for Summer 4310 Supplemental) \$0 \$0 \$0 4310 Curriculum (OUSD only) \$0 \$0 \$0 \$0 \$0 5829 Field Trips \$0 so ..... 4420 Equipment (OUSD only) \$0 \$0 District professional development on district PD days (Bridging the Bay conference, Youth Work Methods \$500 trainings) Activities \$8,572 Facilities \$2,917 Utiltities \$625 Telecommunications \$375 Supplies & Services \$1,000 Reprographics \$833 Total books and supplies \$0 \$500 \$0 \$0 \$14,322 \$0 CONTRACTED SERVICES \$47,381 5825 Site Coordinator (100%x10mos) \$0 \$14,411 5825 Program Assistant 1X\$22.44/hrX30h/wX37W \$0 \$24,910 Volunteer/Alumni coordinator (20%X10mos) \$2,379 \$6,858

Site Name:	Cleveland			ASES		OFCY Match Funds	Program Fees (if applicable)		Other Lead Agency Funds
Site #:	108		Resource 6010,	Program 1553					
Average # o	of students to be served daily (ADA): 80	%	OUSD	Lead Agency	%	Lead Agency	Lead Agency		Lead Agency
5825	Subcontractors (3 AmeriCorps/BACR)3X(\$10/hx8H/Dx180D)			\$37,662	73	\$4,338			\$0
5825	Program Director 1x5%X10mos			\$5,300					
	Total services		\$0	\$90,343		\$46,038	\$0	\$0	\$6,858
N-KIND DI	RECT SERVICES						L ideal		- A
								\$0 \$0	\$0
					-				
	Total value of in-kind direct services			**********		**********		\$0	\$0
LEAD AG	ENCY ADMINISTRATIVE COSTS								
	Lead Agency admin (4% max of total contracted \$)			\$2,936.42		\$6,640	\$14,385		\$0
SUBTOTA	ALS								
	Subtotals DIRECT SERVICE	85	\$4,782	\$90,843	####	\$60,360	\$0	\$0	\$6,858
	Subtotals Admin/Indirect		\$13,939	\$2,936	###	\$6,640	\$14,385		\$0
TOTALS									
10, 7-1	Total budgeted per column		\$18,721	\$93,779		\$67,000	\$14,385	\$0	\$6,858
	Total BUDGETED	100	\$112,	500	###	\$67,000	\$14,385	\$0	\$6,858
	BALANCE remaining to allocate		\$0	)		\$0			\$0
	TOTAL GRANT AWARDIALLOCATION TO SITE		\$112,	,500		\$67,000			\$6,858
							1),		
	TCH REQUIREMENT: uires a 3:1 match for every grant award dollar								
Total Mate	ch amount required for this grant:		37,500						
Facilities of	count toward 25% of this match requirement:		9,375						
Remaining	g match amount required:		28,125						
	ould be met by combined OFCY funds, other site vate dollars, and in-kind resources. This total		6,858						
			-,						

Required Signat	ures for Budget Approval:	
Principal:	Vaen	Date:
Lead Agency:	mannalian	Date: 5/26/13

#### **OUSD After School Programs**

funded by After School Education and Safety (ASES) and 21<sup>st</sup> Century Community Learning Center (21<sup>st</sup> CCLC) Grants

#### ASES and 21<sup>st</sup> CCLC After School Program Plan Elementary & Middle Schools 2015 – 2016

#### **SECTION 1: School Site Information**

School Site:	Lead Agency: East Bay Asian Youth Center
Cleveland Elementary School	
Principal Signature	Lead Agency Signature: Translur
After School Site Coordinator Name:	Date: 4 27 15
Mike Vista	(101)

### SECTION 2: Alignment with Site Plan (SPSA), Major Improvement Priorities

In collaboration with school leadership, identify the school's Major Improvement Priorities where this after school program is identified for its high leverage practices.

- Balanced Literacy and Literacy Across the Curriculum (Proficiency on State Standards, Grade Level Reading, English Learners Reading Fluency
- Promote College & Career Readiness
- School Culture (including Meaningful Student & Family Engagement)
- Extended Learning Time

#### **LCAP Strategic Priorities**

In collaboration with school leadership, identify the specific LCAP goal(s) that this afterschool program will intentionally support

- X College & Career Readiness (LCAP Goal 1)
- X Literacy (Proficiency on Standards, Grade Level Reading, English Learners Reading Fluency-LCAP Goals 2, 3, 4)
- X Mathematics/STEM Proficiency (Proficiency on State Standards—LCAP Goal 2)
- X Student Engagement (LCAP Goal 5)
- X Parent/Family Engagement (LCAP Goal 6)
- X Safe, Healthy & Supportive Schools (LCAP Goal 7)

State 3 – 4 primary goals of the After School Program and intended impacts for participating students. Describe how these after school goals align with the school's Major Improvement Goals and Strategies identified in its SPSA plan.

Our after school program goals are as follows:

- 1. Student demonstrates:
  - a. belief he/she will be a college graduate;
  - b. work ethic;
  - c. perseverance;

as indicated by a pre/post self-assessment.

- 2. Student demonstrates knowledge of the education pathway to a desired career, as indicated by a project presentation.
- 3. Student demonstrates proficiency in reading, as indicated by test scores.

Strategic Questions/Desired	Strategic Activities	Outcomes of Strategic	Data used to assess
Outcomes		Activities	the strategic activities
As a result of our ASP efforts	What after school strategic activities will support the desired outcomes?	What short-term outcomes will you expect from your efforts by the end of the school year?	What data will be collected to measure these outcomes?
High School Graduation: How many more Oakland children are graduating from high school?	Academic intervention and homework assistance	All children will matriculate to the next grade level by the end of the school year	Transcript
Satisfactory School Day Attendance: How many more Oakland children are attending school 95% or more?	After school mentoring and academic support	All children will achieve an attendance rate of 95% or above	Attendance report

Job Skills/Career readiness:					
How many more students have					
meaningful internships and/or					
paying jobs?					
Health and Well-being: How					
many more Oakland children					
have access to, and use, the					
health services they need?					
SECTION 4: Program Model and	Lead Agency Selection				
For 2015-2016, my site will operate the	ne following program model:				
X Traditional After School: volunta	ry program open to all students	with enrollment priorities target	ing certain students		
☐ Extended Day Program: addition	and along pariods offered to stud	anta after the and of the regular	hall ashadula for targeted		
grades and/or for all students of the s	•		. 0		
grades and/or for all students of the s	chool (Note. exterided day clas	ses must <b>not</b> appear on the scri	ooi beli scrieddie)		
☐ Blended/Hybrid: combination of	some extended day and some t	raditional after school programm	ning		
Description and Rationale for S					
Describe how the selected Lead Age		ol's plans for Full Service Comm	nunity School development.		
The East Bay Asian Youth Center	is a youth development organ	nization based in Oakland's hi	istoric Chinatown and San		
Antonio neighborhood districts. E	BAYC's mission is to inspire	oung people to be life-long by	uilders of a just and		
compassionate multicultural socie					
youth and young adults.	,	,	,		
,					
Our goals are to help young people be safe, smart and socially responsible. Our theory of change is that if EBAYC					
engages residents to lead the orga					
continuum of support services, and					
neighborhood, and greater econor			· ·		
responsible.	,				

#### **EBAYC Service Strategies**

#### Juvenile Justice

EBAYC works with juvenile probationers move toward a healthy and productive life pathway to keep them safe, get off court probation and earn their high school diploma. We provide young people intensive mentoring, case management, and transitional employment services. Recidivism among young people is reduced by over 50% when they participate in EBAYC.

#### High Quality Schools

EBAYC partners with twelve Oakland schools to provide summer and after school education, work-based learning, attendance case management, and medical and mental health services. We help parents collaborate with their child's teachers, and to be leader in school governance. We support high school students to graduate and enter higher education. EBAYC consistently demonstrates high standards of program quality and performance as indicated by city, county, and school district evaluation.

#### Community Development

EBAYC works with residents and merchants to increase public safety, reduce street level prostitution, improve physical environment, and expand job opportunities for residents.

#### SECTION 5: Attendance, Program Dates, Minimum Days, and Program Schedule

In order to remain in compliance and meet minimum funding requirements, the after school program must commence immediately upon the conclusion of the regular day and operate at least until 6pm on every regular school day for elementary and middle schools. (EC 8483)

High school programs are required to operate a minimum of 15 hours per week.

\* CDE allows programs to close for a maximum of 3 of these days during the school year for professional development. Families must be notified of these program closure dates in advance, and the lead agency must maintain documentation of professional development activities offered on these dates, including training agenda and staff sign in sheets.

Required # of Program Days your program will operate during School Year 2015-2016	
(programs are required to operate between 177 – 180 days of the school year)	180
Projected Daily Attendance during School Year 2015-2016	80
Programs are allowed up to three days of program closure during the school year to offer staff professional development. Please list the three days (if any) your program plans to close this year for PD.	TBD

#### Minimum Days

Elementary and middle school after school programs are required to operate from the end of the school day to 6pm. When a school holds minimum days, the after school program must begin early and run a long day until 6pm. Minimum days have significant impact on the after school staffing and budget. Thus, during the program planning process, school leadership and the lead agency partner must discuss the anticipated number of minimum days for the program year, and discuss shared resources to fund minimum day programming when the number of minimum days exceeds the typical OUSD schedule of one minimum day per week for the school year.

Projected Number of Minimum Days for School Year 2015-2016

TBD

Describe funding plan to operate program on minimum days, including additional school resources (if any), to support full program implementation on all minimum days: TBD

#### **Program Schedule**

- Submit program schedule as an attachment, using the standard program schedule template. The after school schedule must indicate the school name and the program year.
- 2. Submit a copy of the school bell schedule for the 2015-16 school year.

Important Notes: The after school schedule must commence immediately the minute the school day bell schedule ends on all program days. Before submitting, compare the school bell schedule with the after school schedule to ensure that the times are aligned. (i.e. If the school bell schedule ends at 2:55 pm, then the after school schedule must begin at 2:55 pm. The same is true on minimum days.)

Additionally, programs must operate at least until 6pm daily AND must operate at least 3 hours per day. (i.e. If the school bell schedule ends at 3:10 pm, then the after school program must begin at 3:10 pm and run until 6:10 pm)

#### **SECTION 6: Academics**

Your site should plan to offer a range of academic supports including:

1) Targeted Interventions 2) Skill-Building 3) Homework Support 4) Tutoring

Other possible supports may include computer lab, library exploration, project-based learning, coordination with SES tutoring. Academic activities should be aligned with school goals and support specific student achievement needs defined by the school. Activities should be based on sound instructional strategies aligned with the regular school day program.

Required Elementary Academic Programming: Elementary programs are required to provide at least 1 hour of literacy instruction per week for all students. (Curriculum and PD will be provided by OUSD After School Literacy Learning Community.) Programs are highly encouraged to provide after school math and science instruction. There will be learning communities to provide math and science curriculum and PD.

Description of program/activity	Target Population	Academic Support (choose one)	SPSA goal(s) or school need supported by activity	Instructional Strategies	Frequency (hrs/week; # of weeks)	Measurable Outcomes
Homework time Four days/ week; 1.5 hours/ day. Students receive support in homework	All students	X Homework Support Tutoring Skill Building Academic Intervention Other	Every child will increase to end of year grade level benchmark by June according to F&P reading records	Monthly AL/ ASP meetings. Email updates on students to teachers; inperson meetings w/ teachers		Students will receive 7.5hrs of homework support per week.
1-2 days/ week; select students will receive tutoring in small groups	ELL FBB BB	☐ Homework Support  X Tutoring ☐ Skill Building ☐ Academic Intervention ☐ Other	Every child will increase to end of year grade level benchmark by June according to F&P reading records	OASES staff and AL to communicate to identify students who participate in small group tutoring.		ELL, FBB, BB, students will receive 4hrs academic intervention per week.
Literacy: 2 days/ week. Students will work on drafting and revising, following the school day writing model. Students will practice reading for comprehension in alignment with school-day practices	All students	☐ Homework Support ☐ Tutoring  X Skill Building ☐ Academic Intervention ☐ Other	Every child will increase to end of year grade level benchmark by June according to F&P reading records	AL to train OASES staff on school-wide practices.		All students will receive 3 hours of skill building enrichment workshops per week which follows the school day writing model.
Skill building activities	All students	☐ Homework Support ☐ Tutoring X Skill Building	Every child will increase to end of year grade level	AL to provide quarterly grade-appropriate		All students will receive 3 hours of skill building

	☐ Acade	mic Intervention	benchmark by June according to F&P reading records	activities for after school	enrichment workshops per week.
	☐ Tutorir☐ Skill B				
activities should provide st activities should intentiona often support school goals Recommended Middle Scinstruction and youth leader school programs.) STEM	physical activity/recreat udents with the oppor lly and creatively build for health and wellnes chool Program Comp ership programming for and Building Intention	ition are require tunity to apply to I skills that supp ss, positive scho ponents: Midd or students. (Th	ed components of the heir classroom lear open to students' succe ool climate, arts lear le schools are highlese program components	e ASES and 21 <sup>st</sup> Century grant ning in a real, hands-on way. E ss in school and in life. Enrich rning, and student engagemen y encouraged to provide after s onents are required for 21 <sup>st</sup> Cer urriculum and PD will be provid	inrichment ment activities L school STEM ntury middle
after school learning comm Description of Program/ Activity	Rationale	SPSA goal(s) or school need supported by activity	Target Population and Frequency (hrs/week; number of weeks offered)	Targeted Skills	Measurable Outcome
Mentorship and Leadership	X Student Identified X School Identified X Parent Identified Other (specify)	Every student will engage effectively in a level alike group (guided reading) on a regular basis as part of the reading workshop program		☐ College/Career Readiness X Social & Emotional Learning X Leadership ☐ Academic (specify) X Health and Wellness X Other (specify) (accountability for each other)	All students will receive up to 3hrs mentorship and leadership opportunities per week.
Literacy	X Student Identified X School Identified X Parent Identified  Other (specify))	Every student will know their independent		X College/Career Readiness  Social & Emotional Learning X Leadership X Academic (specify)	All students will receive up to 3hrs mentorship and

		reading level	(reading, comprehension) ☐ Health and Wellness ☐ Other (specify)	leadership opportunities per week.
Environmental Education/ Gardening	X Student Identified X School Identified X Parent Identified Other (specify))	Every child will increase to end of year grade level benchmark by June according to F&P reading records	☐ College/Career Readiness ☐ Social & Emotional Learning ☐ Leadership  X Academic (specify) (science, writing) ☐ Health and Wellness X Other (specify) (Civic Engagement)	All students will receive up to 3hrs mentorship and leadership opportunities per week.
Arts (Visual and Performing)	X Student Identified X School Identified X Parent Identified Other (specify))	Every child will increase to end of year grade level benchmark by June according to F&P reading records	☐ College/Career Readiness  X Social & Emotional Learning ☐ Leadership ☐ Academic (specify) ☐ Health and Wellness  X Other (specify) ( art appreciation )	All students will receive up to 3hrs mentorship and leadership opportunities per week.

#### SECTION 8: FAMILY ENGAGEMENT / FAMILY LITERACY

After school provides an excellent context to foster parent involvement, connect families to the larger school community, and share important information related to the after school and regular school day programs. After school family engagement efforts should be aligned with school day efforts, and support school goals for family involvement. A variety of activities may be offered, including: parent workshops, family celebrations, parent-and-child-together activities, parent leadership and volunteer opportunities.

Family literacy is a required component of all 21<sup>st</sup> Century after school programs. Family literacy services support the educational goals of adult family members, connect them to resources and services in the community, and increase their ability to support their student's learning and development. For 21<sup>st</sup> Century grantees who receive Family Literacy funding: *The activities listed* 

below must align to your 21st Century Family Literacy budget plan.

below must align to you	r 21 Century ranning	Literacy pudget piari.		
Type of Activity and Frequency	SPSA goal(s) or school need supported by activity	Describe how this activity is connected to student achievement	Measurable Outcome	Alignment with school day family engagement / family literacy efforts or resources
Parent Workshop	Parent/Family Engagement	Collaborate with the school to host 2 educational	85% of ASP students' families will attend all	A quality school provides opportunities for families

Family Literacy Night Family Celebration events	(LCAP Goal 5)	workshops and/or celebratory events and help communicate the these community building activities to bring families together	events.	to understand what their child is learning; why they're learning it; what it looks like to perform well.

#### **SECTION 9: Chronic Absence Action Plan**

Improving school day attendance for all students and reducing chronic absenteeism is one of the key OUSD strategic goals. The district goal is that all students will attend school at least 95% of the required school days or more, thereby achieving satisfactory attendance. Students who attend school 90% or less of required days are considered chronically absent. Students whose attendance falls in the "grey zone" between 90% - 95% are considered at risk of chronic absenteeism.

In partnership with the school day, after school programs can play an important role in supporting student attendance by doing things like celebrating good attendance, informing parents about the importance of attendance, uncovering what challenges students/families are facing that cause them to miss school, regularly monitoring student attendance data, contacting families to let them know their child was missed at school, etc., in addition to providing meaningful after school learning experiences that help keep students engaged and coming.

Below are several key strategies that after school programs can implement in partnership with the school day, in order to promote positive attendance, and support students and families who are struggling with attendance. Select **at least two** of the following strategies below, and identify specific action steps that your program will implement for each strategy.

Strategies to Support Attendance	Action Steps
<ul> <li>a) Recruit and address the needs of students who are at risk of chronic absenteeism.</li> </ul>	
b) Inform parents about the importance of attendance and encourage parents to help each other get their students to class.	Monthly meeting to inform the parents of their children's academic progress
c) Track students with poor program attendance and reach out to find out why and how attendance could be improved.	Daily phone call to follow up with students' absences
d) Celebrate good attendance and/or offer meaningful incentives to attract and reward students for attending our program.	Periodic awards during program assembly to recognize good attendance

SECTION 10: Transforming School Culture and Climate  After school programs can play a critical role in support the school's efforts to transform school culture and climate, helping to make schools positive, supportive places for all students to stay engaged, be successful, and thrive.
a) The following are paths that OUSD schools are taking to change discipline and transform school culture and climate. What strategy/strategies is your school utilizing to transform school culture and climate?
PBIS (Positive Behavioral Interventions and Support)
<ul> <li>Restorative Justice</li> <li>x Social and Emotional Learning</li> <li>Bullying Prevention</li> <li>Other: (please specify)</li> </ul>
b) How will the school and lead agency partner work together to ensure that the after school program is aligned and supporting these efforts, and helping to transform school culture and climate? (ie. shared professional development, curriculum, coaching, planning meetings, COST meetings, etc.)
ASP staff will collaborate with school to organize joint staff trainings in social emotional support, learning & facilitating strategies, additional family support services.
c) Reducing the disproportionate suspension rates of African American students is a key priority for OUSD. Please describe any special efforts your after school program is taking to support the school engagement, social-emotional well-being, and/or academic success of African American students at your school (ie. Manhood Development circles, Ethnic Studies curriculum, recognition ceremonies for student accomplishments, Black professionals as role models or mentors, etc.):
Cleveland and QUEST will increase the collaboration efforts in holding family events and support each other as much as possible to not only promote the success of their children while increasing meaningful opportunities for

SECTION 11: Coordination with Other Service Providers In the Full Service Community School model, the school becomes a hub of service come together, work together, and coordinate their efforts to meet the holistic need	ds of students and families
The after school Site Coordinator or Director will actively participate in which of the following school group(s), in order to increase alignment between after school and school day efforts?	x COST team (Coordination of Services Team) SST (Student Study Team) x SSC (School Site Council) ELT (Educational Leadership Team) x PTA Attendance Team/Workgroup x CSSSP (Community School Strategic Site Planning) team x School Culture/Climate Committee Other (specify)
List key community partners whom you will actively collaborate with to accomplish the goals of your program.	<u>n/a</u>
List all subcontractors who will be paid to deliver after school services.	n/a
Identify other service providers and support personnel at your school (ie. school psychologist, School Based Health Center staff, counselor, mental health therapist, school nurse, parent liaison, etc.) whom you will actively collaborate with to accomplish the goals of your program.	n/a

#### 2015-16 After School Enrollment Policy for Cleveland Elementary School

OUSD has established district-wide guidelines for Target Population and Enrollment in ASES and 21<sup>st</sup> Century After School Programs. Within these guidelines, each school will create a site-specific After School Enrollment Policy that will be made public to the school community through the following methods:

- · Enrollment policy will be included in After School Enrollment Packet and program materials.
- Enrollment policy will be discussed at after school parent orientation/meetings.
- · Enrollment policy will be shared with school faculty.

Target Population: (Describe targeted student populations in order of priority. Specify data that will inform student selection.)

Target Population(s)	Specific Data to Inform Selection of Program Participants	(High School Only) Indicate if participation is <i>Optional</i> or <i>Mandatory</i> for each target population
Students in need of academic support and intervention to improve or sustain academic performance.	Benchmark, progress report, grades	
English language learners	CELDT	
Students from socio-economically disadvantaged families/backgrounds.	FRL data	
Students with siblings already enrolled in after school program based on above priorities.	Program intakes	

#### Which grade levels will you serve in this program? $2^{nd} - 5th$

Note: The ASES and 21<sup>st</sup> CCLC grants require that programs are open to all students of the school, if space remains after outreach is done to targeted students. (For example, if program slots remain open after you have reached out to fill slots with target populations identified above, then by law, you must accept a kindergarten family that desires program services, even if your program prioritizes students in grades 1-5.)

#### **Additional Notes:**

- Successful after school programs are heterogeneous and include several target populations.
- Sites cannot simply utilize a first come-first serve process for enrolling students; sites should establish priorities for participation.
- · Programs are intended to help close the achievement gap by serving a variety of students with academic and other needs.

- In alignment with OUSD's strategic goal to reduce chronic absenteeism, programs should consider targeting students at risk of chronic absenteeism, as determined by individual attendance rates between 90 95% during the current school year. (Programs should collaborate with school site leadership to obtain student attendance data.)
- · Program must enroll adequate numbers of students to meet CDE attendance targets.

Enrollment Process and Timeline: (Summarize your enrollment timeline below. Describe how your school will identify and recruit students beginning in Spring 2015. Indicate how families will be notified of 2015-16 enrollment before the last day of school, June 11, 2015.)

Timeline	After School Enrollment Steps/Process	Individual(s) responsible
March 2015	Program enrollment announcement	EBAYC ASP Director
April 2015	Release of application	EBAYC ASP Director
May 2015	Recruitment and intake	EBAYC ASP Director
June 2015	Parent Orientation	EBAYC ASP Director

#### Important dates to include in your timeline:

- April June: Spring enrollment for 2015-16 programs.
- Families will be notified of 2015-16 after school enrollment before the last day of school, June 11, 2015.
- After school programs begin on 1<sup>st</sup> Day of school, with enrollment at a minimum 75% capacity.
- August September: New school year enrollment of families for remaining program slots.
- · Remaining program slots will be filled by September 30, 2015.
- All programs must maintain waitlists after program slots are filled.

#### **School Support for Program Recruitment**

Describe how the school will support after school program recruitment efforts. Specify how school staff will help promote the after school program, refer students, and communicate with families about program opportunities:

- o Principal & Teacher Referrals
- o Academic levels in both reading and math
- Social Emotional Need
- Financial Need

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	UIDa		unatu	

Lead Agency Signature:

granula

#### 2015-16 Assurances for Grant Compliance and After School Alignment with School Day

Principal and Lead Agency representative will review and discuss each assurance below, and initial next to each item to signify agreement. Attached separately are the following documents referenced below: 1) Grant Assurances signed by OUSD Superintendent, 2) After School MOU template, and 3) Quality Support Coach/Academic Liaison Role Description.

Principal initials	Lead Agency initials	2015 – 16 Assurances for Grant Compliance and After School Alignment with School Day
W	ty	Site Administrator and Lead Agency Director/Site Coordinator have reviewed the CA Dept of Education's ASES and/or 21 <sup>st</sup> Century Grant Assurances, and understand mandated grant compliance elements.
W	to	Site Administrator and Lead Agency Director have reviewed the Lead Agency After School MOU together, and agree to the requirements outlined in the MOU for the lead agency partner.
W	To	Site Administrator will meet regularly with Site Coordinator to ensure program is meeting identified goals.
W	ty	Site will share student outcome data to better refine program (Attendance data, test scores, Report Cards, IEP's, etc).
W	to	The principal and lead agency partner have reviewed and discussed the Quality Support Coach key responsibilities. Both Principal and lead agency partner understand that this role is critical for strengthening staff practices and the quality of the after school program. Site will identify a certificated, qualified individual to serve as the program's Quality Support Coach and to fulfill all responsibilities outlined in the role description.
W	ty	Site will invite Site Coordinator and appropriate after school staff to participate in school day meetings and professional development opportunities, in order to ensure consistency in standards of teaching and learning and positive school climate.
W	to	Site will invite Site Coordinator to participate on SSC, COST, SST, and/or SPSA planning teams to ensure coordination of services.
W	ta	Site will coordinate the use of facilities and site level resources in support of program goals.
W	196	Site will provide Site Coordinator with office space that includes access to internet and phone.
W	ty	Site Administrator will share the School Site Safety Plan with the Site Coordinator and discuss appropriate policies and procedures to ensure safety during the after school hours.

**Principal Signature:** 

Lead Agency Signature:

ASES and 21st CCLC After School Programs 2015-2015

#### Quality Support Coach (formerly called "Academic Liaison")

After school research clearly shows that high quality programs result in increased youth outcomes. The higher the program quality, the more youth outcomes are achieved. The Quality Support Coach is a required position and plays a critical role in supporting after school program quality through the following high leverage staff capacity-building activities:

- Provide classroom observations, coaching support, and trainings to improve staff practices and program quality.
- Support the after school program's Assess Plan Improve program quality improvement cycle by helping after school programs gather and review data on program quality, make plans for improvement, and receive training and coaching supports aligned to improvement plans.
- · Bridge the after school program with school day goals, priorities, curriculum, pedagogy, and data.
- Provide lesson planning support and lesson modeling to strengthen after school instruction.
- Help develop/design after school academic offerings and curriculum, and support alignment of after school activities with the Common Core standards

The Quality Support Coach can be a credentialed teacher from the school faculty or other qualified professional working with the school (for example, a Literacy Specialist, Math Coach from LCI, BTSA Coach, etc.). This individual will receive training and specific direction on the Quality Support Coach role from the OUSD After School Programs Office. The After School Programs Office will provide specific deliverables aligned with the key job duties listed above. The required budget allocation for this position is \$2,500 for the year, equivalent to 83 hrs/year at a Paid-In-Service contract rate of \$30.12/hour.

Quality Support Coaching Planning
a) Please identify who will fulfill the Quality Support Coach role for 2015-16: Connie Caswell
x A credentialed teacher on staff who has effective skills and experiences in coaching and/or adult learning  A qualified professional who is part of the school staff
☐ An OUSD coach connected to the school (i.e. LCI Literacy or Math coach, BTSA coach, etc.) ☐ Other individual (please specify in detail):
If known, please specify the name of the person who will fill the Quality Support Coach role, and identify his/her role in th school: Connie Caswell
b) Some schools are challenged in finding a qualified individual on staff who can fulfill the Quality Support Coach role. In

this case, the OUSD After School Programs Office will work actively to try to find an OUSD coach to match with the

school. Please mark:  My school needs support in finding an individual wl  ☐ Yes X No	ho can effectively fulfill the role of Quality Support Coach.
	ols choose to have teachers on extended contract to provide direct old intervention, support with programs like Achieve 3000 or Fast
Important note: Teachers on extended contract whe the negotiated rate of \$23.16/hr (per OEA contract). The Quality Support Coach cannot provide direct so for providing coaching and training, and is paid at the source of the so	es that will be facilitated by teachers paid on extended contract. The providing direct services to students after school must be paid at at a). After school grant funds can be utilized for this direct service work. The Quality Support Coach is primarily responsible the negotiated Paid-In-Service rate of \$30.12 for their staff capacity-ork after school must be paid with an extended contract.
List after school classes/activities that will	
N/A	teacher on extended contract

Principal Signature:

Lead Agency Signature:

ASES and 21st CCLC After School Programs 2015-2015

## After School Safety and Emergency Planning for 2015-16

After School Safety and Emergency Planning
A) The Comprehensive School Site Safety Plan will incorporate the After School Program. The Principal and Site Coordinator will discuss plans and procedures for after school safety, and the Site Coordinator will have access to the Comprehensive School Site Safety Plan.  X Yes   No
If no, explain after school plans to ensure student and staff safety should an incident of violence or other crisis/emergency occur on or near the school campus during after school hours:
B) Describe the training that site will provide after school staff on safety procedures, including lockdown procedures and communication protocols for crisis response.
ASP will implement similar emergency response procedure as the school day. The school will help us with practice drill at the beginning of each semester.
C) Principal and Site Coordinator have reviewed the OUSD After School Emergency/Crisis 1st Level Response Notification Protocol.  X Yes □ No
Facility Keys
Will the After School Program have access to facility keys for all areas where after school programming occurs?  X Yes □ No
If no, indicate how the school campus will be secured if crisis should occur during after school hours and if lockdown is necessary:
SSO Staffing: (check one)
Site has a school day SSO who can accommodate after school related work as part of their regular salary.
☐ Site will pay Extra time/Over time (ET/OT) to accommodate an after school SSO.
X Site does not need an SSO or does not have the resources to have an after school SSO.
Principal Signature: Lead Agency Signature:

#### **Professional Development and Staff Wellness**

**Professional Development:** After school staff should receive adequate professional development, including coaching support and trainings, in order to grow and improve their practice. Programs should utilize data from the YPQA/SAPQA youth program quality assessment tool to determine the areas of focus for professional development.

- a) What professional development, coaching, and training supports will be provided by the lead agency partner? Program Director will provide professional development, coaching, and additional training with the support of OUSD and EBAYC. Focus will be aligned with Cleveland's SPSA Tool, data from SYPQA, and the assessed needs of staff at the beginning of the year.
- b) What professional development opportunities will be provided by the school site?

Principal will continue to invite After School Staff to meetings and involve staff to trainings that are relevant to promoting the success of their students.

c) ASPO professional development will consist of the mandatory August Institute (week of Aug. 3-6), mandatory monthly site coordinator meetings (2 hrs/month), the annual Bridging the Bay after school conference, and various professional learning communities (time commitment varies). Please mark:

I understand that professional development helps ensure program quality. My program is committed to providing/accessing professional development opportunities for after school staff, based on needs identified by program data. My program will adequately budget for staff time to participate in professional development over the course of the year (for key line staff, recommended at least 20 hours of PD/year). X Yes  $\square$  No

#### **Staff Wellness**

e) Please describe ways your program will work to support staff wellness over the course of the year: Director will have daily, weekly, & monthly check-ins with line staff to assess needs and provide support and encouragement throughout the year. This will include celebrations of success, strengthening new skills while exploring new opportunities that provide line staff with tools to succeed in the future.

**Principal Signature:** 

Lead Agency Signature:

ASES and 21st CCLC After School Programs

#### Addendum for 21st Century Community Learning Center Grantees Only

**Equitable Access:** (must be completed by all programs that receive 21<sup>st</sup> Century Equitable Access funding)
Some 21<sup>st</sup> Century programs receive extra Equitable Access funding. The intent of Equitable Access funding is to provide targeted supports for special populations of students who may face challenges and barriers to program participation. Examples of allowable use of Equitable Access funds include:

- additional academic interventions/supports to struggling students (ie. English Language Learners, students with special needs, etc.)
- mental health support services that enable students to fully participate in the after school program
- translation services, bus tickets, and other supports that make it possible for students to participate in program

How will your 21<sup>st</sup> Century program support equitable access in your program? Which population(s) of students in your program will receive extra support through the Equitable Access supplemental grant? Please describe your planned use of Equitable Access funds. Your plans must align with your Equitable Access budget.

## 21<sup>st</sup> Century Supplemental Programming during 2015-16 School Year Describe your planned programming on weekends, intercession breaks, and other

Describe your planned programming on weekends, intercession breaks, and other non-school days during the 2015-16 school year Your supplemental program plans must match your proposed supplemental program budget.

(Please do NOT include summer program plans here; there will be a separate summer planning template.)

Number of supplemental program days you plan to offer during the 2015-16 school year:

Dates of Service:

Hours of Operation: (note that supplemental programs must operate at least 3 hours/session)

Description of Supplemental program activities: (describe goals of programming, target audience, planned activities, etc.)

After School Program Schedule for: EBAYC@Cleveland

**School Site: Cleveland Elementary** 

2015-16 School Year

Time Block	Monday	Tuesday	Wednesday	Thursday	Friday
Example: 1:30 - 2:50	)		Enrichment station rotations: sports, art, dance		
Example: 2:50 pm - 3:10 pm	Snack and Sign In	Snack and Sign In	Snack and Sign In	Snack and Sign In	Snack and Sign In
1:30 - 3:00pm			Mentorship: Integrated Team Building Activites		
2:45 - 3:00pm	Community Announcements	Community Announcements	Mentorship: Integrated Team Building Activites	· ·	Community Announcements
3:00 - 4:00pm	Aim High Mondays: Academic Intervention	Enrichment Workshop A	Enrichment Workshop B	Enrichment Workshop	Enrichment Workshop B
4:00 - 4:30pm	Snack/ Structured Pyhscial Play	Snack/ Structured Pyhscial Play	Snack/ Structured Pyhscial Play	Snack/ Structured Pyhscial Play	Snack/ Structured Pyhscial Play
4:30 - 4:45pm	Community Reflection	Community Reflection	Community Reflection	Community Reflection	Community Reflection
4:45- 6:00pm	Academic Support	Academic Support	Academic Support	Academic Support	Academic Support
6:00 PM	Sign Out and Program Closure	Sign Out and Program Closure	Sign Out and Program Closure	Sign Out and Program Closure	Sign Out and Program Closure

#### **Important Notes:**

Programs must submit this program schedule, along with a copy of the school's 2015-16 bell schedule, to the ASPO office for review

<sup>\*</sup> Please note that the after school program must start immediately at the same time that the regular school day ends. Please check the official school bell schedule for 2015-16 for the exact ending time of the regular school program. On minimum days, the after school program must start immediately at the end of minimum day.



2025 East 12th Street • Oakland • California • 94606

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Julia Fong Ma
Coordinator, After School Programs
Oakland Unified School District
746 Grand Ave.
Oakland, CA 94610

Dear Ms. Ma,

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

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 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



2025 East 12<sup>th</sup> Street 
Oakland 
California 
94606

T - 510.533.1092 
F - 510.533.6825 
W - www.ebayc.org

The East Bay Asian Youth Center (EBAYC) is a youth development organization based in Oakland's historic Chinatown and San Antonio neighborhoods. EBAYC envisions all young people growing to be life-long builders of a just and compassionate multicultural society. Our mission supports young people to be safe, smart, and socially responsible. EBAYC serves a diverse membership of over 1,500 children, youth and young adults.

EBAYC was created in Berkeley in 1976 by Asian American Youth who wanted a place to help each other and their community. EBAYC expanded to Oakland in 1988 to help reduce and prevent gang violence among Southeast Asian immigrant youth. In 1996, EBAYC co-creates the 1996 Kids First Initiative, the successful ballot initiative that requires the City of Oakland to protect and expand funding for children and youth services. EBAYC opens the Roosevelt Village Center at Roosevelt Middle School in 1988 and became a place based organization.

Our theory of change is that If EBAYC partners with public and private institutions to provide young people a continuum of high-quality supports and opportunities; and if EBAYC engages families to actively participate in the public arena to improve the quality of neighborhood life; then EBAYC will support young people to be safe, smart, and socially responsible.

#### **EBAYC Service Strategies**

#### Juvenile Justice

EBAYC works with juvenile probationers move toward a healthy and productive life pathway to keep them safe, get off court probation and earn their high school diploma. We provide young people intensive mentoring, case management, and transitional employment services. Recidivism among young people is reduced by over 50% when they participate in EBAYC.

#### **High Quality Schools**

EBAYC partners with thirteen Oakland schools to provide summer and after school education, work-based learning, attendance case management, and medical and mental health services. We help parents collaborate with their child's teachers, and to be leader in school governance. We support high school students to graduate and enter higher education. EBAYC consistently demonstrates high standards of program quality and performance as indicated by city, county, and school district evaluation.

#### Community Development

EBAYC works with residents and merchants to increase public safety, reduce street level prostitution, improve physical environment, and expand job opportunities along the International Boulevard corridor.

#### **SAM Search Results** List of records matching your search for:

Search Term : East\* Bay\* Asian\* Youth\* Center\*

Record Status: Active

ENTITY EAST BAY ASIAN YOUTH CENTER Status:Active

DUNS: 867936601

+4:

CAGE Code: 4QB11

DoDAAC:

Expiration Date: Apr 3, 2016

Has Active Exclusion?: No

Delinquent Federal Debt?: No

Address: 2025 E 12TH ST

City: OAKLAND

State/Province: CALIFORNIA Country: UNITED STATES

ZIP Code: 94606-4925

Board Office Use: Legislative File Info.

File ID Number 15-1153
Introduction Date 62415
Enactment Number 15-1159
Enactment Date 62415



## Memo

To

Board of Education

From

Antwan Wilson, Superintendent

Board Meeting Date (To be completed by

June 24, 2015

(10 be completed by Procurement) Subject

Master Memorandum of Understanding between Oakland Unified School District 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 \$3,003,240.00. This amount is projected using historical cost data, known changes to the number of sites served and expected available grant funding allowable.

Background
A one paragraph
explanation of why
the consultant's
services are needed.

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. 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 One paragraph summary of the scope of work. 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: \$3,003,240.00

Determination of the Not-to-Exceed Amount is based on historical data and projections for the coming school year, it is anticipated that East Bay Asian Youth Center will provide services to 28 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, 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. 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 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 BDT budget process, and a review of State and Federal compliance funding when applicable.

#### Recommendation

Approval of the Master MOU between East Bay Asian Youth Center and the Oakland Unified School District authorizing the President and Secretary of the Board to enter into and execute the Master Memorandum of Understanding and Individual Service Agreement(s) with East Bay Asian Youth Center in an amount not-to-exceed \$3,003,240.00.

#### **Attachments**

- Master MOU
- Addendum:
   After School Lead Agency MOU template for elementary and middle school
   After School Lead Agency MOU template for high school

Board Office Use: Le	gisiative File Info.
File ID Number	15-1153
Introduction Date	10/24/18
Enactment Number	45-4159
Enactment Date	6/20/15



MASTER MEMORANDUM OF UNDERSTANDING BETWEEN OAKLAND UNIFIED SCHOOL DISTRICT and East Bay Asian Youth Center

2015-2016

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 <a href="East Bay Asian Youth Center"><u>East Bay Asian Youth Center</u></a> (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 \$ 3,003,240.00

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 <u>July 1, 2015 to August 19, 2016</u> 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 thirty (30) 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 2015-16 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	Michael Moore
Department	Procurement
Address	900 High Street
City, State, Zip	Oakland, CA 94601
Email Michael.Moore@ousd.k12.ca.us	

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 East 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 2015-2016.
- 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. CONTRACTOR agrees and understands that OUSD is responsible for fiduciary and programmatic oversight for the expenditure of the ASESP and 21st CCLC grant funds contracted to AGENCY by OUSD for fiscal year 2015-2016. CONTRACTOR will function as a sub recipient of funding and as such will follow all required fiscal guidelines and meet outlined standards as referenced in applicable Federal and State sub recipient guidelines for the federal 21st Century Community Learning Centers grant program, CFDA Number 84.287, awarded by the Office of Elementary and Secondary Education Academic Improvement and Teacher Quality Programs office. Sub recipients that receive over \$500,000 of federal funds may be required to undergo an annual audit and communicate findings to OUSD, as requested. CONTRACTOR will ensure that all contracted funds are expended as per grant guidelines.

- 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 AGENCY related persons, employee, representative or agent from OUSD school site and/or property, AGENCY shall immediately upon receiving notice from OUSD of such desire, cause the removal of such person or persons. In the event OUSD requests the removal of any AGENCY related persons, employee, representative or agent from OUSD school site and/or property, the OUSD site administrator shall provide to the AGENCY written, supporting rationale for the decision. OUSD After School Program Office, after conferring with Legal and the Executive Officer supporting the site, shall decide, taking all the facts and circumstances into account, if AGENCY may reassign an employee or agent to another OUSD site. Prior to the removal or change of any AGENCY staff member who is a regular part of the after school program, AGENCY shall inform the Site Administrator with as much notice as possible, and will work with the Site Administrator to ensure a smooth transition in staffing.

#### 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 District 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.sam.gov)
- 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 six 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 organization and public agencies
  - f) OUSD After School Program Office

## 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; 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:

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 preceding 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.

<b>ADDITION</b>	AL ADDENDEM(S) ATTACHED
(If thi	box is checked, additional terms and conditions apply.)
Yes	No
	☐ ASES / 21 <sup>st</sup> CCLC PROGRAM GRANTs (Elementary / Middle)
	21st CCLC ASSET GRANT (High School)
	FIELD TRIPS ONLY

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

CONTRACTOR

Date: 6/2/15

President, Board of Education Oakland Unified School District Date: <u>0 25 15</u>

Secretary, Board of Education Oakland Unified School District Date: 6 25/15

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

# 2015-2016 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 21<sup>st</sup> 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 150 students at seven elementary school sites, 300 at the middle school site, and 135 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 internship, homework assistance, math intervention, reading intervention, sport, culinary arts, science, 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 80 Elementary students: \$94,000 Option B: services for up to 115 Elementary students: \$135,000

Option C: services for up to 150 Elementary students: \$175,000

Option D: services for up to 165 Elementary students: \$195,000 Option E: services for up to 185 Middle School ASES students: \$200,000

Option F: services for up to 115 Middle School 21CCLCstudents: \$130,000

Option G: services for up to 135 High School students: \$233,000 Option H: services for up to 100 High School students: \$183,000

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

- 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

## Option 1 Unit of Service: Family Support Garfield

Family Support services incorporate a broad range of support services that aim to improve students' school attendance and academic achievement. Services include truancy intervention, individual counseling, home visits, and case management support. Family Support services will serve up to 50 families.

Cost: \$60,000

## Option 2 Unit of Service: Full Service Community School Garfield

FSCC 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, truancy intervention services, and community education events. FSCC services will serve up to 200 families.

Cost: \$99,000

# Option 3 Unit of Service: Case Management Support Roosevelt

Student Support services incorporate a broad range of support services that aim to improve youth leadership, school attendance and academic achievement. Services include: life skill workshops, truancy intervention services, individual counseling and home visits. Case Management Support services will serve up to 50 students.

Cost: \$50,000

## Option 4 Unit of Service: Full Service Community School Roosevelt

FSCC 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, truancy intervention services, and community education events. FSCC services will serve up to 50 families.

Cost: \$25,000

# Option 5 Unit of Service: Roosevelt Summer

Roosevelt Summer is a comprehensive community/school partnership dedicated to helping students succeed in school and in life. Roosevelt Summer directly supports 150 students through health education, service learning projects, and organized physical activities.

Cost: \$35,000 in 2015 and \$35,000 in 2016

## Ontion 6 Unit of Service: Roosevelt School Year 21 CCLC Supplemental Grant

Roosevelt School Year Supplemental service is a comprehensive community/school partnership dedicated to helping students succeed in school and in life. The program directly supports 50 students through college visit, career exploration, service learning projects, and organized physical activities.

Cost: \$15,000

## Option 7 Unit of Service: Elementary Summer

Elementary Summer is a comprehensive community/school partnership dedicated to helping students succeed in school and in life. Elementary Summer directly supports over 600 in 2014 and 600 in 2015 students through health education, service learning projects, and organized physical activities.

Cost: \$155,000 in 2015 - \$155,000 in 2016

# Option 8 Unit of Service: Other Enrichment Service

Other Enrichment Services is a comprehensive community/school partnership dedicated to helping students succeed in school and in life. Enrichment Services directly supports students through health education, service learning projects, and organized physical activities.

Cost: \$300,000

# **ADDENDUM**

Legislative File ID #15-1153

Master Memorandum of Understanding
East Bay Asian Youth Center

The following documents are included with Master Memorandum of Understanding:

- After School Lead Agency MOU template for elementary and middle school After School Education and Safety (ASES) and 21st Century Community Learning Centers (21st CCLC) programs
- After School Lead Agency MOU template for high school 21<sup>st</sup> Century High School After School Safety and Enrichment for Teens (ASSETs) programs

Inclusion of the Elementary/Middle and High School Memorandum of Understanding ensures that this Master Contract agency is held to all the ASES, 21<sup>st</sup> CCLC, and 21<sup>st</sup> CCLC ASSETs grant-specific policies and requirements that the Oakland Unified School District has established for all its after school lead agency partners. These additional policies and procedures augment the policies and procedures described in this Master Contract.

Client#: 782690

ACORD.

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/27/2015

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(les) 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

PRODUCER	CONTACT Christine Walker-Yahn				
HUB Int'l Insurance Serv. Inc		25.905.4284			
License #0757776	E-MAIL ADDRESS: christine.yahn@hubinternational.com				
3000 Executive Parkway Suite 300	INSURER(S) AFFORDING COVERAGE	NAIC#			
San Ramon, CA 94583	INSURER A: Great American Insurance Compan	16691			
INSURED 5 1 5 1 5 1 5 1 5 1 5 1 5 1 5 1 5 1 5	INSURER B:				
East Bay Asian Youth Center	INSURER C:				
2025 E 12th St	INSURER D:				
Oakland, CA 94606	INSURER E:				
	INSURER F :				
COVERAGES CERTIFICATE NUMBER:	REVISION NUMBER:				

COVERNOLO	CERTIFICATE NOMBER.	REVIOION NUMBER:				
THIS IS TO CERTIFY	THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISS	SUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOR				
INDICATED. NOTWIT	HSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CON	ITRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THE				
CERTIFICATE MAY B	SE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE F	POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS				

EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

ISR TR	TYPE OF INSURANCE	TYPE OF INSURANCE ADDL SUBR		YPE OF INSURANCE ADDLSUBR   POLICY NUMBER   POLICY EFF   POLICY NUMBER   POLIC		(MM/DD/YYYY)	LIMITS	
1	X COMMERCIAL GENERAL LIABILITY  CLAIMS-MADE X OCCUR			PAC215313420	06/01/2015	06/01/2016	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000 \$300,000
							MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	<b>s</b> Excluded
							GENERAL AGGREGATE	\$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$2,000,000
	X POLICY PRO- LOC						Professional	\$1,000,000
Α	AUTOMOBILE LIABILITY			PAC215313420	06/01/2015	06/01/2016	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	ANYAUTO						BODILY INJURY (Per person)	\$
	ALL OWNED SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$
	X HIRED AUTOS X NON-OWNED						PROPERTY DAMAGE (Per accident)	\$
								\$
A	X UMBRELLA LIAB X OCCUR			UMB307036603	06/01/2015	06/01/2016	EACH OCCURRENCE	\$1,000,000
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	DED X RETENTION \$10,000							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU- TORY LIMITS FR	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	\$
							EL. DISEASE - EA EMPLOYEE	\$
	If yes, describe under DESCRIPTION OF OPERAT ONS below	1 3					E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) Oakland United School District, City of Oakland, its Council members, directors, officers, agents, employees and volunteers are Additional Insureds in regards to General Liablity per attached endorsement form CG2026 07/04.

CERTIFICATE HOLDER	CANCELLATION

Oakland United School District Attn: Risk Management 900 High Street Oakland, CA 94601

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

water Classe

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### 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)
Oakland Unified School District	
Information required to complete this Schedule, if not show	yn above, will be shown in the Declarations.
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	
A. In the performance of your ongoing operations; or	
B. In connection with your premises owned by or rented to you.	

Client#: 782690

EABAASIA

ACORD.

# CERTIFICATE OF LIABILITY INSURANCE

5/27/2015

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PRODUCER	CONTACT Christine Walker-Yahn				
HUB Int'l Insurance Serv. Inc.	PHONE (A/C, No, Ext): 925.415.1113	FAX (A/C, No): 925.905.4284			
License #0757776	E-MAIL ADDRESS: christine.yahn@hubinternational.com				
3000 Executive Parkway, Suite 300	INSURER(S) AFFORDING COVERAG	E NAIC#			
San Ramon, CA 94583	NSURER A: Oak River Insurance Company	34630			
INSURED	INSURER B:				
East Bay Asian Youth Center	INSURER C:				
2025 East 12th Street	INSURER D :				
Oakland, CA 94606	INSURER E :				
	NSURER F :				
COVERAGES CERTIFICATE NUMBER:	REVISION NUM	BER:			

	TYPE OF INSURANCE		ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP	LIMIT	S
GE	NERAL LIABILITY						EACH OCCURRENCE	\$
	COMMERCIAL GENERAL LIABI	LITY					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
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(Ma	andatory in NH)	N	N/A				E.L. DISEASE - EA EMPLOYEE	\$1,000,000
If yes, describe under DESCRIPTION OF OPERATIONS below		low					E.L. DISEASE - POLICY LIMIT	\$1,000,000

OVE DESCRIBED POLICIES BE CANCELLED BEFORE THEREOF, NOTICE WILL BE DELIVERED IN E POLICY PROVISIONS.

Client#: 782690

# ACORD.

# CERTIFICATE OF LIABILITY INSURANCE

5/27/2015

**EABAASIA** 

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PRODUCER						CONTACT Christine Walker-Yahn			
HUB Int'l Insurance Serv. Inc						PHONE (A/C, No, Ext): 925.415.1113 FAX (A/C, No): 925.905.4284			
License #0757776						ADDRESS: christine.yahn@hubinternational.com			
000 Executive Parkway Suite 300						INSURER(S) AFFORDING COVERAGE			NAIC #
an Ramon, CA 94583 INSURER A : Scottsdale Indemnity Company						ity Company	15580		
SURED						NSURER B :			
	the first of the f		Youth Cent	ter		INSURER C :			
	2025 E 12					INSURER D :			
Oakland, CA 94606						NSURER E :			
						INSURER F :			
COVERAGES CERTIFICATE NUMBER:								REVISION NUMBER:	
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1	POLICY PR		LOC					s	
AUTOMOBILE LIABILITY		1200					COMBINED SINGLE LIMIT (Ea accident) \$		
-	ANY AUTO					1	1	BODILY INJURY (Per person) \$	
ALL OWNED SCHEDULED								BODILY INJURY (Per accident) \$	
1	HIRED AUTOS	N	UTOS ION-OWNED			1		PROPERTY DAMAGE (Per accident) \$	
-	HIRED AUTUS	- A	UTOS					(Fer accusit)	
+	UMBRELLA LIAB		OCCUR					EACH OCCURRENCE \$	
	EXCESS LIAB		CLAIMS-MADE					AGGREGATE \$	
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V	ORKERS COMPENSA		•					WC STATU- TORY LIMITS FR	
4	ND EMPLOYERS' LIAI	BILITY	EXECUTIVE Y/N					EL. EACH ACCIDENT \$	
	NY PROPRIETOR/PAR FFICER/MEMBER EXC Mandatory in NH)	CLUDED	)?	N/A				E.L. DISEASE - FA EMPLOYEE \$	
H	yes, describe under ESCRIPTION OF OPE	DATION	IC hades					E.L. DISEASE - POLICY LIMIT \$	
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THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

**Oakland United School District** 

Attn: Risk Management

900 High Street

Oakland, CA 94601

**AUTHORIZED REPRESENTATIVE** 

# EAST BAY ASIAN YOUTH CENTER - 2015-2016 OUSD Budget

	School	Funding Source	<u>Amount</u>
1	Bella Vista Elementary	ASES	\$94,000
2	La Escuelita Elementary	ASES	\$94,000
3	Manzanita Community School	ASES	\$94,000
4	Cleveland Elementary	ASES	\$94,000
5	Franklin Elementary	ASES	\$135,000
6	Lincoln Elementary	ASES	\$175,000
7	Elementary Summer Program 2014	21CCLC Supplemental	\$150,000
8	Elementary Summer Program 2015	21CCLC Supplemental	\$150,000
0	Co-Cold Florence	ACEC	\$195,000
9	Garfield Elementary	ASES	\$60,000
	Garfield Elementary	Title One	
	Garfield Elementary	Full Service Community School	\$99,000
10	Roosevelt Middle School	ASES	\$215,000
	Roosevelt Middle School	21 CCLC Core	\$130,000
	Roosevelt Middle School	21 CCLC Equitable Access	\$22,000
	Roosevelt Middle School	21 CCLC Family Literacy	\$18,000
	Roosevelt Middle School	Title One	\$50,000
	Roosevelt Middle School Summer 2014	21CCLC Supplemental	\$35,000
	Roosevelt Middle School Summer 2015	21CCLC Supplemental	\$35,000
	Roosevelt Middle School School year	21 CCLC Supplemental	\$15,000
11	Dewey Academy	21 CCLC Core	\$173,120
	Dewey Academy	21 CCLC Equitable Access	\$22,000
	Dewey Academy	21 CCLC Family Literacy	\$18,000
12	Oakland International High School	21 CCLC Core	\$193,120
	Oakland International High School	21 CCLC Equitable Access	\$20,000
	Oakland International High School	21 CCLC Family Literacy	\$17,000
13	MetWest High School	21 CCLC Core	\$143,000
	MetWest High School	21 CCLC Equitable Access	\$22,000
	MetWest High School	21 CCLC Family Literacy	\$18,000
4.4	Outland Wate Cataon	24.001.0.0	¢177.000
14	Oakland High School	21 CCLC Core	\$177,000
	Oakland High School	21 CCLC Equitable Access	\$22,000
	Oakland High School	21 CCLC Family Literacy	\$18,000
15	Other Contracts		\$300,000
	Total		\$3,003,240



2025 East 12th Street + Oakland + California + 94606 T - 510.533.1092 + F - 510.533.6825 + W - www.ebayc.org

The East Bay Asian Youth Center (EBAYC) is a youth development organization based in Oakland's historic Chinatown and San Antonio neighborhoods. EBAYC envisions all young people growing to be life-long builders of a just and compassionate multicultural society. Our mission supports young people to be safe, smart, and socially responsible. EBAYC serves a diverse membership of over 1,500 children, youth and young adults.

EBAYC was created in Berkeley in 1976 by Asian American Youth who wanted a place to help each other and their community. EBAYC expanded to Oakland in 1988 to help reduce and prevent gang violence among Southeast Asian immigrant youth. In 1996, EBAYC co-creates the 1996 Kids First Initiative, the successful ballot initiative that requires the City of Oakland to protect and expand funding for children and youth services. EBAYC opens the Roosevelt Village Center at Roosevelt Middle School in 1988 and became a place based organization.

Our theory of change is that If EBAYC partners with public and private institutions to provide young people a continuum of high-quality supports and opportunities; and if EBAYC engages families to actively participate in the public arena to improve the quality of neighborhood life; then EBAYC will support young people to be safe, smart, and socially responsible.

# **EBAYC Service Strategies**

#### Juvenile Justice

EBAYC works with juvenile probationers move toward a healthy and productive life pathway to keep them safe, get off court probation and earn their high school diploma. We provide young people intensive mentoring, case management, and transitional employment services. Recidivism among young people is reduced by over 50% when they participate in EBAYC.

#### **High Quality Schools**

EBAYC partners with thirteen Oakland schools to provide summer and after school education, work-based learning, attendance case management, and medical and mental health services. We help parents collaborate with their child's teachers, and to be leader in school governance. We support high school students to graduate and enter higher education. EBAYC consistently demonstrates high standards of program quality and performance as indicated by city, county, and school district evaluation.

### **Community Development**

EBAYC works with residents and merchants to increase public safety, reduce street level prostitution, improve physical environment, and expand job opportunities along the International Boulevard corridor.

## **SAM Search Results** List of records matching your search for:

Search Term: East\* Bay\* Asian\* Youth\* Center\* Record Status: Active

EAST BAY ASIAN YOUTH CENTER **ENTITY** 

Status:Active

DUNS: 867936601

+4:

CAGE Code: 4QB11

DoDAAC:

Expiration Date: Apr 3, 2016

Has Active Exclusion?: No

Delinquent Federal Debt?: No

Address: 2025 E 12TH ST

City: OAKLAND

State/Province: CALIFORNIA Country: UNITED STATES

ZIP Code: 94606-4925