

Board Office Use: Legislative File Info.	
File ID Number	13-1690
Introduction Date	8-28-13
Enactment Number	13-1885
Enactment Date	8-28-13



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

Memo

To Board of Education

From Gary Yee, Ed.D., Superintendent
 By: Maria Santos, Deputy Superintendent, Instruction, Leadership & Equity-in-Action
 Vernon Hal, Deputy Superintendent, Business & Operations

Board Meeting Date
 (To be completed by Procurement) August 28, 2013

Subject Individual Service Agreement - Master Memorandum of Understanding - East Bay Asian Youth Center (contractor) - 179/Manzanita Community School (site)

Action Requested Approval of the Individual Service Agreement to the Master Memorandum of Understanding (MOU) between District and East Bay Asian Youth Center, for services to be provided primarily to 179/Manzanita Community 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 26, 2013 (Enactment number 13-1502).

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 their Menu Option A-Lead Agency Unit for Arts, Recreation, Leadership and Family Literary activities in its capacity as a Comprehensive After School Program Lead Agency at Manzanita Community School for the period of July 1, 2013 through August 22, 2014, in an amount not to exceed \$95,760.00, 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 (MOU) between the District and East Bay Asian Youth Center for the latter to provide Arts, Recreation, Leadership and Family Literary activities in its capacity as a Comprehensive After School Program Lead Agency at Manzanita Community School for the period July 1, 2013 through August 22, 2014.

Fiscal Impact Funding Resource: 6010/After School Education and Safety (ASES) Grant in an amount not to exceed \$95,760.00.

Attachments

- Individual Service Agreement
- Menu of Service
- Certificate of Insurance
- Copy of Master Memorandum of Understanding

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OAKLAND UNIFIED SCHOOL DISTRICT

Community Schools, Thriving Students

INDIVIDUAL SERVICE AGREEMENT (ISA) 2013-2014

MASTER MOU INFORMATION

VENDOR NAME	East Bay Asian Youth Center		
VENDOR #	V012162	ENACTMENT #	13-1502
SITE / DEPT NAME	Manzanita Community School	SITE #	179
OUSD STAFF CONTACT - EMAILS ABOUT THIS CONTRACT SHOULD BE SENT TO:		Renee McMearn	

ORDER MENU OF SERVICES (EXHIBIT A OF MASTER MOU) – SELECT DESIRED SERVICE

SERVICE AND UNIT OF SERVICE (SEE EXHIBIT A OF MASTER MOU FOR A FULL DESCRIPTION OF SCOPE OF WORK AND MENU OF SERVICES)	GRADE LEVEL(S) SERVED	RATE PER UNIT	DESIRED UNITS	AMOUNT (DESIRED UNITS TIMES RATE PER UNIT)
Lead Agency Unit of Service Option A	2-5	\$ 95,760.00	1	\$ 95,760.00
		\$		\$
		\$		\$
TOTAL AMOUNT				\$ 95,760.00

IF FEE DOES NOT EQUAL RATE PER UNIT MULTIPLIED BY DESIRED UNITS, EXPLAIN REASON FOR ALTERED RATE:

BUDGET INFORMATION

REQUISITION NUMBER	R0400649	START DATE	07/01/13	END DATE	08/22/14
RESOURCE #	RESOURCE NAME	ORG KEY		AMOUNT	
6010	ASES	1791553401		\$ 95,760.00	
				\$	
				\$	

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.

VENDOR	NAME	Gianna Tran	TITLE	Deputy Executive Director
SIGNATURE	<i>Gianna Tran</i>		DATE	7/10/13
OUSD SITE ADMINISTRATOR	NAME	Eyana Spencer	TITLE	Principal
SIGNATURE	<i>Eyana Spencer</i>		DATE	7/16/13

APPROVAL

IF USING FUNDS REVIEWED BY STATE AND FEDERAL PROGRAMS OR Quality Community School Development
 SPSA ACTION ITEM NUMBER: _____ OR, _____ SPSA MODIFICATION DOCUMENTATION ATTACHED

RESOURCE MANAGER, if using funds managed by:

State and Federal Quality Community School Development After School Programs

SIGNATURE	<i>Julia Ma</i>	DATE	7-16-13
SIGNATURE		DATE	
NETWORK OR DEPARTMENT EXECUTIVE OFFICER			
SIGNATURE	<i>Sasha</i>	DATE	7/16/13
VICE PRESIDENT AND THE SECRETARY OF THE BOARD OF EDUCATION			
SIGNATURE	<i>[Signature]</i>	DATE	8/29/13
SIGNATURE	<i>[Signature]</i>	DATE	8/29/13

AFTER SCHOOL BUDGET PLANNING SPREADSHEET

ELEMENTARY & MIDDLE SCHOOLS 04.2013

Site Name: Manzanita Community School						
Site #: 179						
	%	Resource 6010, Program 1553 OUSD Lead Agency	ASES	OFCY	Program Fees (if applicable)	Other Lead Agency Funds
			Grantee:	Lead Agency		Lead Agency
TOTAL GRANT AWARD		\$112,500	\$67,000	\$0	\$0	\$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 3.17%		\$3,174				
TOTAL SITE ALLOCATION		\$96,959				

CERTIFICATED PERSONNEL

1120	Academic Liaison/Quality Support Coach REQUIRED		\$1,000			\$0
1120	Certificated Teacher Extended Contracts		\$0			\$0
						\$0
	Total certificated		\$1,000			\$0

CLASSIFIED PERSONNEL

2205	Site Coordinator (100% @ 10 mos)		\$0	\$0	\$0	\$0
2220	SSO		\$0			\$0
			\$0			\$0
	Total classified		\$0	\$0	\$0	\$0

BENEFITS

3000's	Employee Benefits for Additional Time (20% of total salaries paid as extended contracts or overtime)		\$200			
3000's	Employee Benefits for Salaried Employees (40%)		\$0			\$0
3000's	Lead Agency benefits (rate: 25 %)		\$0			\$0
	Total benefits		\$200	\$0	\$0	\$0

BOOKS AND SUPPLIES

4310	Supplies (OUSD only, except for Summer Supplemental)		\$0			\$0
4310	Curriculum (OUSD only)		\$0			\$0
5829	Field Trips		\$0			\$0
4420	Equipment (OUSD only)		\$0			\$0
	Activities			\$9,180		
	Facilities			\$2,917		
	Utilities			\$625		
	Telecommunications			\$375		
	Supplies & Services			\$1,000		
	Reprographics			\$833		
	Total books and supplies		\$0	\$0	\$14,930	\$0

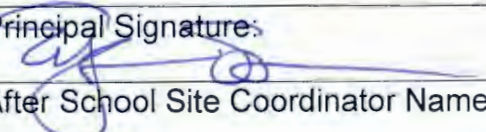
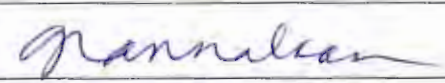
CONTRACTED SERVICES

5825	Site Coordinator (100% @ 10 mos.)X1		\$0	\$44,369	\$15,832	
5825	Academic Instructors (\$19.21/hr/20hr/wk/37w/5 providers)		\$0	\$41,473	\$29,598	
5825	Enrichment Facilitator (2.5 hr/wk @ \$20/hrX36wks)X1			\$1,807		
5825	Subcontractors (please list each specific subcontracting agency)			\$0		
5825	Program Director (5% @ 10 mos.)X1			\$5,094		
	Total services		\$0	\$92,743	\$45,430	\$0

OUSD After School Programs
funded by After School Education and Safety (ASES) and 21st Century Community Learning Center (21st CCLC) Grants

ASES and 21st CCLC After School Program Plan
Elementary & Middle Schools
2013 - 2014

SECTION 1: School Site Information

School Site: Manzanita Community School	Date: May 20, 2013
Principal Signature: 	Lead Agency Signature: 
After School Site Coordinator Name (if known at this time):	

SECTION 2: After School Alignment with Community School Strategic Site Plan (CSSSP)

Mark the following Strategic Priority areas of the school's CSSSP where this after school program is identified as a high leverage strategy.

- Balanced Literacy and Literacy Across the Curriculum
- Science, Technology, Engineering, and Mathematics (STEM)
- Transitions and Pathways Pre-K to 12
- College, Career and Workforce
- Accelerating Students through Targeted Approaches
- Extended Learning Time
- School Culture (including Meaningful Student Engagement)
- Health and Wellness
- Interrupting Chronic Absence (Attendance)
- Building Capacity and Leadership
- Family and Student Engagement
- Strategic Operational Practices

State 3 – 4 primary goals of the After School Program and intended impacts for participating students.

1. To improve students' academic performance through academic tutoring and targeted intervention program.
2. To motivate and increase students' leadership capabilities through various enrichment activities
3. To engage parents in their child's academic progress.

SECTION 3: OUSD Strategic Questions

Complete the matrix for *at least two* of the following four OUSD Strategic questions.

Strategic Questions/Desired Outcomes	Strategic Activities	Outcomes of Strategic Activities	Data used to assess the strategic activities
<i>As a result of our ASP efforts...</i>	<i>What after school strategic activities will support the desired outcomes?</i>	<i>What short-term outcomes will you expect from your efforts by the end of the school year?</i>	<i>What data will be collected to measure these outcomes?</i>
High School Graduation: How many more Oakland children are graduating from high school?	All students will participate in daily academic tutoring. Students with high academic need will participate in academic intervention.	95% ASP students will matriculate to the next grade level	CST results Benchmark data Report cards
Satisfactory School Day Attendance: How many more Oakland children are attending school 95% or more?	Attendance incentives and recognition will be used to promote high attendance rates.	95% ASP students will achieve 95% program attendance which indirectly impacts positive school attendance	Attendance reports
Job Skills/Career readiness: How many more students have meaningful internships and/or paying jobs?	N/A		
Health and Well-being: How many more Oakland children have access to, and use, the health services they need?	N/A		

SECTION 4: Program Model and Lead Agency Selection

For 2013-2014, my site will operate the following program model:

- Traditional After School:** *voluntary program open to all students, with enrollment priorities targeting certain students*
- Extended School Day:** *additional class periods added to the bell schedule during after school hours for students of a particular grade and/or all students of the school*
- Blended/Hybrid:** *combination of some extended day and some traditional after school programming*

Description and Rationale for Selection of Lead Agency

Describe how the selected Lead Agency partner will support the school's plans for Full Service Community School development.

The East Bay Asian Youth Center is a youth development organization based in Oakland's historic Chinatown and San Antonio neighborhood districts. EBAYC's mission is to inspire young people to be life-long builders of a just and compassionate multicultural society. EBAYC serves a racially and ethnically diverse membership of 1,500 children, 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 organization to achieve results, provides children, youth and young adults a seamless continuum of support services, and catalyzes policy and system changes that help create better schools, safer neighborhood, and greater economic opportunities for families, then young people will 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 ten 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.

SECTION 5: ATTENDANCE, PROGRAM DATES, 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.

Required # of Program Days your program will operate during School Year 2013-2014:	180 days required*
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Projected Daily Attendance during School Year 2013-2014:	80 students
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Program Schedule

Submit program schedule as an attachment, using the standard program schedule template.

** 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.*

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.

	Target Population	Academic Support (choose one)	CSSSP goal(s) or school need supported by activity	Measurable Outcomes	Description of program/activity	Instructional Strategies
1	All students	<input checked="" type="checkbox"/> Homework Support <input type="checkbox"/> Tutoring <input type="checkbox"/> Skill Building <input type="checkbox"/> Academic Intervntn <input type="checkbox"/> Other	School Quality Indicator 1: Quality Learning Experiences for All Students	Daily homework check-off	<i>Homework Power Hour</i> is an opportunity for students to receive academic tutoring in a class of 1:15 maximum.	Small group instruction, individual & group work
2	All students	<input type="checkbox"/> Homework Support <input type="checkbox"/> Tutoring <input checked="" type="checkbox"/> Skill Building <input type="checkbox"/> Academic Intervntn <input type="checkbox"/> Other	School Quality Indicator 1: Quality Learning Experiences for All Students	Progress on academic curriculum provided by Academic Liaison	Academic skill building are activities that reinforce learning from the school day. Activities include but are not limited to math games, fluency, journal writing, test preparation.	Small group instruction, verbal & visual instruction, class participation, individual & group work
3	Students with high academic need	<input type="checkbox"/> Homework Support <input type="checkbox"/> Tutoring <input type="checkbox"/> Skill Building <input checked="" type="checkbox"/> Academic Intervention <input type="checkbox"/> Other	School Quality Indicator 1: Quality Learning Experiences for All Students	Progress on benchmark assessments	Academic intervention provides remedial academic instruction to assist students in reaching grade level.	Small group instruction

SECTION 7: ENRICHMENT & PHYSICAL ACTIVITY / RECREATION

Enrichment activities and physical activity/recreation are required components of the ASES and 21st Century grants. Enrichment activities should provide students with the opportunity to apply their classroom learning in a real, hands-on way. Enrichment activities should intentionally and creatively build skills that support students' success in school and in life. Enrichment activities often support school goals for health and wellness, positive school climate, arts learning, and student engagement.

Type of Enrichment	Rationale	CSSSP goal(s) or school need supported by activity	Brief Description	Targeted Skills	Measurable Outcome
Science Academy	<input checked="" type="checkbox"/> Student Identified <input checked="" type="checkbox"/> School Identified <input type="checkbox"/> Parent Identified <input type="checkbox"/> Other (specify)	School Quality Indicator 1: Quality Learning Experiences for All Students	Science provides the opportunity for all students to engage in a fun and engaging science curriculum provided by Techbridge. Students explore learning using the scientific inquiry process.	<input type="checkbox"/> College/Career Readiness <input type="checkbox"/> Social Skills/Conflict Res. <input type="checkbox"/> Leadership <input checked="" type="checkbox"/> Academic (Science) <input type="checkbox"/> Health/Fitness <input type="checkbox"/> Other (specify)	Data collected through pre and post surveys
Cooking & Nutrition Class	<input checked="" type="checkbox"/> Student Identified <input checked="" type="checkbox"/> School Identified <input type="checkbox"/> Parent Identified <input type="checkbox"/> Other (specify)	School Quality Indicator 1: Quality Learning Experiences for All Students	Cooking class provides students the opportunity to learn about healthy recipes from different cultures. Additionally, the cooking an nutrition class implements lessons from Harvest of the Month	<input type="checkbox"/> College/Career Readiness <input type="checkbox"/> Social Skills/Conflict Res. <input type="checkbox"/> Leadership <input type="checkbox"/> Academic (specify) <input checked="" type="checkbox"/> Health/Fitness <input type="checkbox"/> Other (specify)	Data collected through pre and post surveys
Sports & Fitness Class	<input checked="" type="checkbox"/> Student Identified <input checked="" type="checkbox"/> School Identified <input type="checkbox"/> Parent Identified <input type="checkbox"/> Other (specify)	School Quality Indicator 1: Quality Learning Experiences for All Students	Sports & fitness introduces to both traditional and non-traditional sports. Students are able to participate in a range of physical activities.	<input type="checkbox"/> College/Career Readiness <input type="checkbox"/> Social & Emotional Learning <input type="checkbox"/> Leadership <input type="checkbox"/> Academic (specify) <input checked="" type="checkbox"/> Health/Fitness <input type="checkbox"/> Other (specify)	

Sports & Fitness Class	<input checked="" type="checkbox"/> Student Identified <input checked="" type="checkbox"/> School Identified <input type="checkbox"/> Parent Identified <input type="checkbox"/> Other (specify)		Sports & fitness introduces to both traditional and non-traditional sports. Students are able to participate in a range of physical activities.	<input type="checkbox"/> College/Career Readiness <input type="checkbox"/> Social & Emotional Learning <input type="checkbox"/> Leadership <input type="checkbox"/> Academic (specify) <input checked="" type="checkbox"/> Health/Fitness <input type="checkbox"/> Other (specify)	
Computer Academy	<input checked="" type="checkbox"/> Student Identified <input checked="" type="checkbox"/> School Identified <input type="checkbox"/> Parent Identified <input type="checkbox"/> Other (specify)		Computer Academy provides students the opportunity to practice computer skills and become familiar with technology use such as e-mail, video journals and word processing.	<input type="checkbox"/> College/Career Readiness <input type="checkbox"/> Social Skills/Conflict Res. <input type="checkbox"/> Leadership <input type="checkbox"/> Academic (specify) <input type="checkbox"/> Health/Fitness <input checked="" type="checkbox"/> Other (Technology)	Completed student projects
Prescott Circus	<input checked="" type="checkbox"/> Student Identified <input checked="" type="checkbox"/> School Identified <input type="checkbox"/> Parent Identified <input type="checkbox"/> Other (specify)		Prescott Circus is a performance arts class where students participate in circus skill courses such as acting, juggling, unicycle, stilts	<input type="checkbox"/> College/Career Readiness <input type="checkbox"/> Social Skills/Conflict Res. <input checked="" type="checkbox"/> Leadership <input type="checkbox"/> Academic (specify) <input type="checkbox"/> Health/Fitness <input type="checkbox"/> Other (specify)	Student showcase performances

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 21st 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.

Type of Activity	CSSSP goal(s) or school need supported by activity	Brief Description	Measurable Outcome	Alignment with school day family engagement / family literacy efforts or resources
Monthly Parent Meeting	School Quality Indicator: Meaningful Student, Family, and Community	Parent meetings are held once a month and provide parents an opportunity to	50% of parents attend meetings.	A quality school provides opportunities for families to understand what their child is

	Engagement/Partnerships	become more involved in their child's education. This is accomplished through academic workshops for parents, family nights, and cultural celebrations	learning; why they're learning it; what it looks like to perform well.
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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
a) Recruit and address the needs of students who are at risk of chronic absenteeism.	Similar to identifying students with high academic need, we will examine attendance reports to target students that have chronic absenteeism and reach out for program enrollment.
b) Inform parents about the importance of attendance and encourage parents to help each other get their students to class.	Attendance reports will be shared with parent guardians during monthly parent meetings.
c) Track students with poor program attendance and reach out to find out why and how attendance could be improved.	
d) Celebrate good attendance and/or offer meaningful incentives to attract and reward students for attending our program.	Attendance incentives and recognition will be used to promote high attendance rates.

SECTION 10: Transforming School Culture and Climate

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?

Building Intentional Communities

The BIC curriculum implemented in the program holds students to high standards, and encourages hard work and how to navigate the challenges of growing up, while supporting youth to make safe risks. An intentional community is one in which programmatic choices are made based on a set values and beliefs that the entire community has bought into. BIC strategies are integrated across all program activities and create a foundation for positive behavior guidance and social emotional support.

PBIS (Positive Behavioral Interventions and Support)

Restorative Justice

Social and Emotional Learning

Bullying Prevention

Other: (please specify) _____

- 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?

BIC is an on going part of the program year round that allows for integration of existing practices. School day practices around behavior guidance are adopted and integrated into the after school practices. A significant number of the school's overall student body attends the after school program which supports shifting the school's overall culture and climate. Additionally, the school community is invited to participate and attend in community events held by the after school program.

- 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,

mentors, etc.):

The after school program has made certain that it's staff reflects the community in which it serves. Our program staff come from diverse social and cultural backgrounds. Our program staff are all positive role models to our students can relate to. Additionally, our program has a Boy-to-Men of Color mentorship program in which we pair 5th grade boys that are Latino and/or African American with a mentor. This 1-on-1 mentorship allows for deep and meaningful relationships to form with our 5th grade boys.

SECTION 11: Coordination with Other Service Providers

In the Full Service Community School model, the school becomes a hub of services where various types of service providers come together, work together, and coordinate their efforts to meet the holistic needs of students and families.

<p>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?</p>	<ul style="list-style-type: none"> <input checked="" type="checkbox"/> COST team (Coordination of Services Team) <input type="checkbox"/> SST (Student Study Team) <input type="checkbox"/> SSC (School Site Council) <input type="checkbox"/> ELT (Educational Leadership Team) <input type="checkbox"/> PTA <input checked="" type="checkbox"/> Attendance Team/Workgroup <input type="checkbox"/> CSSSP (Community School Strategic Site Planning) team <input checked="" type="checkbox"/> School Culture/Climate Committee <input type="checkbox"/> Other (specify)
<p>List key community partners whom you will actively collaborate with to accomplish the goals of your program.</p>	<p>Site Administrator Teachers Parents and community members</p>
<p>List all subcontractors who will be paid to deliver after school services.</p>	<p>N/A</p>
<p>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.</p>	<p>School counselor School nurse School psychologist</p>

2013-14 After School Enrollment Policy for Manzanita Community School

OUSD has established district-wide guidelines for Target Population and Enrollment in ASES and 21st 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 below grade level	CST results and benchmark data/teacher referrals	
English Language Learners	Enrollment data	
Students that are eligible for free or reduced school lunch.	Free/reduced lunch application	

Grade levels prioritized for programming:

Note: The ASES and 21st 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 2013. Indicate how families will be notified of 2013-14 enrollment before the last day of school, June 13, 2013.)

Timeline	After School Enrollment Steps/Process	Individual(s) responsible
April – June	Parent guardian outreach for existing program participants	Site Director
June	For applications collected, families will be notified of student enrollment	Site Director
August - September	Targeted enrollment for students below grade level	Site Director Site Administrator
August - September	Remaining program slots will be filled by September 30, 2012	Site Director
Continuous	Maintain waitlists after program slots are filled	Site Director

Important dates to include in your timeline:

- April – June: Spring enrollment for 2013-14 programs.
- Families will be notified of 2013-14 after school enrollment before the last day of school, June 13, 2013.
- After school programs begin on 1st 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, 2013.
- All programs must maintain waitlists after program slots are filled.

Principal Signature: _____

Lead Agency Signature: _____

2013-14 Assurances for Grant Compliance and After School Alignment with School Day

Principal and Lead Agency representative (ie. Program Director and/or Site Coordinator) 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) Academic Liaison Role Description.

Principal initials	Lead Agency initials	2013 – 14 Assurances for Grant Compliance and After School Alignment with School Day
ES	TJ	Site Administrator and Lead Agency Director/Site Coordinator have reviewed the CA Dept of Education's ASES and/or 21 st Century Grant Assurances, and understand mandated grant compliance elements.
ES	TJ	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.
ES	TJ	Site Administrator will meet regularly with Site Coordinator to ensure program is meeting identified goals.
ES	TJ	Site will share student outcome data to better refine program (Attendance data, EduSoft, Report Cards, IEP's, etc).
ES	TJ	The principal and lead agency partner have reviewed and discussed the Academic Liaison/Quality Support Coach key responsibilities described on the following page. 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 Academic Liaison and to fulfill all responsibilities outlined in the role description.
ES	TJ	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.
ES	TJ	Site will invite Site Coordinator to participate on SSC, COST, SST, and CSSSP team to ensure coordination of services.
ES	TJ	Site will coordinate the use of facilities and site level resources in support of program goals.
ES	TJ	Site will provide Site Coordinator with office space that includes access to internet and phone.
ES	TJ	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: _____

Academic Liaison/Quality Support Coach

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 Academic Liaison (now called "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 Academic Liaison/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 Academic Liaison/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.

Academic Liaison/Quality Support Coaching Planning

a) Please identify who will fulfill the Academic Liaison/Quality Support Coach role for 2013-14:

- 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 Academic Liaison role, and identify his/her role in the school:

Rosa Aguirre

b) Some schools are challenged in finding a qualified individual on staff who can fulfill the Academic Liaison/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 who can effectively fulfill the role of Academic Liaison/Quality Support Coach. Yes No

Teachers on Extended Contract for Direct Service

In addition to an Academic Liaison/Quality Support Coach, some schools choose to have teachers on extended contract to provide direct service to students after school, such as after school intervention, support with programs like Achieve 3000 or Fast Forward, and academic enrichment.

Please list specific after school classes/activities that will be facilitated by teachers paid on extended contract.
Important note: Teachers on extended contract who are providing direct services to students after school must be paid at the negotiated rate of \$23.16/hr (per OEA contract). After school grant funds can be utilized for this direct service work. Beginning in 2013-14, the Academic Liaison/Quality Support Coach cannot provide direct service to students. The Academic Liaison is primarily responsible for providing coaching and training, and is paid at the negotiated Paid-In-Service rate of \$30.12 for their staff capacity-building services. Teachers doing direct service work after school must be paid with an extended contract.

List after school classes/activities that will be facilitated by teachers on extended contract	Anticipated hours/week for teacher on extended contract
4-6 Intervention teachers to be determined	2 hours/week

Principal Signature: 

Lead Agency Signature: 

After School Safety and Emergency Planning for 2013-14

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.

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*.

Yes No

Facility Keys

Will the After School Program have access to facility keys for all areas where after school programming occurs?

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.

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) Programs are allowed up to three days of program closure during the school year to offer staff professional development. Please indicate which three days (if any) your program plans to close this year for PD:
To be determined
- b) What professional development, coaching, and training supports will be provided by the lead agency partner?
Youth development practices and program evaluation.
- c) What professional development opportunities will be provided by the school site?
Teacher collaboration and planning time.
- d) ASPO professional development will consist of the mandatory August Institute (Aug. 5-9, four days for new site coordinators; three days for returning site coordinators), mandatory monthly site coordinator meetings (2 hrs/month), optional Youth Work Methods trainings (9 workshops aligned to YPQA, 2 hours each), 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). Yes No

Staff Wellness

- e) Please describe ways your program will work to support staff wellness over the course of the year:
- Ensure the appropriate staff to student ratio.
 - Hold a staff retreat at the end of the school year.

Principal Signature: _____

Lead Agency Signature: _____

**EBAYC @ Manzanita Community School
2013 – 2014**

DAILY SCHEDULE

MONDAY/TUESDAY/THURSDAY

TIME	ACTIVITY
2:50	Bell Rings
2:50 – 3:10	Snack Time
3:10 – 4:00	Study Hall or Spark Time
4:00 – 5:00	Homework Power Hour
5:00 – 5:15	Recess
5:15 – 6:00	Building Intentional Communities or extended homework
6:00	Dismissal

Monday 2nd & 3rd Study Hall
 4th & 5th Spark Time

Tuesday 2nd & 3rd Spark Time
 4th & 5th Study Hall

Thursday 2nd & 3rd Study Hall till 3:45 (3:45 – 3:55 break)
 4th & 5th Spark time till 3:45 (@ 3:45 start homework)

WEDNESDAY

TIME	ACTIVITY
1:30	Bell Rings
1:30 – 1:50	Snack Time
1:50 – 3:20	Enrichment Classes
3:20 – 3:25	Group up outside or cafeteria
3:25 – 4:25	Homework Power Hour
4:25 – 4:40	Recess
4:45 – 6:00	Building Intentional Communities or extended homework
	Dismissal

FRIDAY

TIME	ACTIVITY
2:50	Bell Rings
2:50 – 3:10	Snack Time
3:10 – 4:40	Enrichment Classes
4:40 – 5:00	Recess
5:00 – 6:00	Building Intentional Communities/Extended homework
6:00	Dismissal



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/02/13

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

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


PRODUCER HUB International Insurance License #0767776 P. O. Box 5076 San Ramon, CA 94583-1328 George Yin	Phone: 925-866-7050 Fax: 925-866-8275	CONTACT NAME: _____ PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____																				
	<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A:</td> <td>Great American Insurance</td> <td>16691</td> </tr> <tr> <td>INSURER B:</td> <td></td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Great American Insurance	16691	INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:	
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INSURER F:																						
INSURED East Bay Asian Youth Center 2025 E 12th St Oakland, CA 94606																						

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSTR	TYPE OF INSURANCE	ADDL INSR	DUBLR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Professional 1mil GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X	X	PAC2153134	06/01/13	06/01/14	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ Excluded GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			PAC2153134	06/01/13	06/01/14	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			UMB3070366	06/01/13	06/01/14	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Crime/Employee Dishonesty			PAC2153134	06/01/13	06/01/14	Limit \$ 5,000 Ded \$ 1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Oakland Unified School District, City of Oakland, its Councilmembers, directors, officers, agents, and employees and volunteers are named as additional insured per the attached endorsement.

CERTIFICATE HOLDER OAKLUN1 Oakland Unified School District 1025 Second Avenue Oakland, CA 94606	CANCELLATION 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 
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/07/12

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

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PRODUCER CCI Financial & Ins. Solutions License #0381524 P. O. Box 5076 San Ramon, CA 94583-1328 George Yin	925-866-7050 925-866-8275	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED East Bay Asian Youth Center 2025 E 12th St Oakland, CA 94606	INSURER A: Oak River Insurance Company		
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N <input type="checkbox"/>	N/A	2200053101121	06/08/12	06/08/13	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
EVIDENCE OF WORKERS COMPENSATION RENEWAL COVERAGE

CERTIFICATE HOLDER OAKLUN1 Oakland Unified School Dist 1025 Second Avenue Oakland, CA 94606	CANCELLATION 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 
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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, City of Oakland, its Councilmembers, directors, officers, agents, and employees and volunteers

Information required to complete this Schedule, if not shown 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.

EAST BAY ASIAN YOUTH CENTER

Statement of Qualification

The East Bay Asian Youth Center is a youth development organization based in Oakland's historic Chinatown and San Antonio neighborhood districts. EBAYC's mission is to inspire young people to be life-long builders of a just and compassionate multicultural society. EBAYC serves a diverse membership of 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 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 organization to achieve results, provides children, youth and young adults a seamless continuum of support services, and catalyzes policy and system changes that help create better schools, safer neighborhood, and greater economic opportunities for families, then young people will 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 ten 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.

Board Office Use: Legislative File Info.	
File ID Number	13-1411
Introduction Date	6/24/13
Enactment Number	13-1502
Enactment Date	6/26/13



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

OAKLAND UNIFIED SCHOOL DISTRICT
Office of the Board of Education
June 26, 2013

TO: Board of Education

FROM: Dr. Anthony Smith, Ph.D., Superintendent *Maria Santos for Tony Smith*

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

ACTION REQUESTED

Authorize the President and Secretary of the Board to enter into and execute a Memorandum of Understanding with East Bay Asian Youth Center, on behalf of the District to provide services to students. This establishes a one year relationship with East Bay Asian Youth Center, and a Not-To-Exceed amount of \$2,756,386.00. This amount is projected using historical cost data, known changes to the number of sites served and expected available grant funding allowable.

BACKGROUND

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

A Menu of Services was established that would allow a principal to "Order" from the Menu using the Individual Service Agreement (ISA). This is essential to promoting transparency of services, and the costs of those services, between like schools. Each Individual Service Agreement 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

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: \$2,756,386.00

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 26 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 Amendment to 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 an Amendment to the Master Memorandum of Understanding and Individual Service Agreement(s) with East Bay Asian Youth Center in an amount Not-To-Exceed \$2,756,386.00.

The Secretary of the Governing Board shall place said Individual Service Agreements on the Consent Calendar for Approval.

ATTACHMENTS

- Master MOU

Board Office Use: Legislative File Info.	
File ID Number	13-141
Introduction Date	6/26/13
Enactment Number	
Enactment Date	



**OAKLAND UNIFIED
SCHOOL DISTRICT**

Community Schools, Thriving Students

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

2013-2014

1. INTENT

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

Cumulative Amount of ISA(s) NOT TO EXCEED \$ 2,756,386.00

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

2. TERMS AND CONDITIONS

- 2.1 **Term of Agreement.** The term of this agreement shall be July 1, 2013 to August 22, 2014 and may be extended by written agreement of both parties. **ISA's are void upon termination or expiration of the Master MOU.**
- 2.2 **All terms and conditions apply jointly and severally to all CONTRACTOR'S** employees, agents, partners, subcontractors, and/or volunteers acting on behalf of, and by the direction of CONTRACTOR.
- 2.3 **Notice of Termination.** OUSD may, at any time, terminate this Agreement upon not less than five (5) days written notice to CONTRACTOR. OUSD shall compensate CONTRACTOR for services satisfactorily provided through the date of termination. In addition, OUSD may terminate this agreement for cause should CONTRACTOR fail to perform any part of this Agreement. In the event of termination for cause, OUSD may secure the required services from another contractor. If the cost to OUSD exceeds the cost of providing the services pursuant to this Agreement, CONTRACTOR shall pay the additional cost.
- 2.4 **Choice of Law.** This Agreement shall be performed in Oakland, CA and is governed by the laws of the State of California.
- 2.5 **Licenses and Permits.** CONTRACTOR shall obtain and keep in force all licenses, permits, and certificates necessary for the performance of this Agreement.
- 2.6 **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
- 2.7 **Conflict of Interest.** CONTRACTOR shall abide by and be subject to all applicable OUSD policies, regulations, statutes or other laws regarding conflict of interest. CONTRACTOR shall not hire any officer or employee of OUSD to perform any service by this Agreement without first obtaining the prior written approval of OUSD. CONTRACTOR affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between CONTRACTOR's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to OUSD's attention in writing.

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

- 2.15 **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
- 2.16 **Changing Legislation.** CONTRACTOR understands that changes in Federal, or state legislation or District policy may impact funding levels, grant requirements, and responsibilities of CONTRACTOR during an academic school year. This MOU may be amended during the 2013-14 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 2013-2014.
- 4.2 **Independent Contractor.** This is not an employment contract. CONTRACTOR, is an independent contractor or business entity, and will be responsible for operations and management of its employees to sufficiently carry out the agreed upon Scope of Work. CONTRACTOR understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of OUSD, and are not entitled to benefits of any kind or nature normally provided or entitled to employees of OUSD, including, but not limited to, State Unemployment Compensation or Worker's Compensation. CONTRACTOR shall assume full responsibility for payment of all Federal, State, and local taxes or contributions necessary to do business in the State of California, including unemployment insurance, social security and income taxes with respect to CONTRACTOR's employees. In the performance of the work herein contemplated, CONTRACTOR is an independent contractor, with the sole authority for controlling and directing the performance of the details of the work, OUSD being interested only in the results obtained.
- 4.3 **Fiscal oversight and management.** CONTRACTOR shall be responsible for providing oversight, fiscal management, payroll services and technical assistance to its agents, employees or subcontractors. CONTRACTOR may be required to facilitate and collaborate with other service providers as necessary.
- 4.4 **No Rights in Third Parties.** This agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
- 4.5 **Ownership of Documents.** All documents created by CONTRACTOR pursuant to this Agreement, including but not limited to reports, designs, schedules, and other materials prepared, or in the process of being prepared, for the services to be performed by CONTRACTOR, are and shall be at the time of creation and thereafter the property of the OUSD, with all intellectual property rights therein vested in the OUSD at the time of creation. The OUSD shall be entitled to access to and copies of these materials

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

- 4.6 Copyright/Trademark/Patent/Ownership.** CONTRACTOR understands and agrees that all matters produced under this Agreement shall become the property of OUSD and cannot be used without OUSD's express written permission. OUSD shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark, and/or patent of said matter in the name of OUSD. CONTRACTOR consents to use of CONTRACTOR's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium. These matters include, without limitation, drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any other original works of authorship, or other documents prepared by CONTRACTOR or its Sub-CONTRACTORS in connection with the Services performed under this Agreement. All works shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in those works are the property of OUSD.
- 4.7 Confidentiality.** The CONTRACTOR and all CONTRACTOR's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information and documents received. CONTRACTOR understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
- 4.8 Contractor Changes.** CONTRACTOR may, at any time, by written order, make changes within the scope of work and services described in this Agreement. If such change(s) cause an increase or decrease in the budgeted cost of, or the time required for performance of the agreed upon work, CONTRACTOR shall so advise the OUSD immediately via the Contracts Administrator with a revised ISA. The revised ISA shall explain the circumstances giving rise to the unforeseen condition or contingency and shall set forth the proposed adjustment in compensation. Such notice shall be given the OUSD prior to the time that CONTRACTOR performs work or services related to the proposed adjustment in compensation. Any and all pertinent changes shall be expressed in a written supplement to this Agreement prior to implementation of such changes.
- 4.9 Removal of Staff.** In the event that OUSD, in its sole discretion, at any time during the term of this MOU, desires the removal of any 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/portal/public/SAM>)
- 5.2 **Maintain background check.** CONTRACTOR certifies that all persons permitted to work on school sites or, may come in contact with children, have been cleared under California law and the Education Code.
- 5.3 **Maintain clean, safe, and secure program environments** for staff and students in conjunction with OUSD, and following OUSD guidelines. CONTRACTOR, as they view as necessary, will initiate and establish additional cleanliness, safety, and security policies and protocol sufficient to ensure staff, student and family member safety.
- 5.4 **Comply with the Child Abuse and Neglect Reporting Act (CANRA)** guidelines as Mandated Reporters to report suspicions of possible child abuse to the appropriate reporting agency as stated in California Penal Code § 11164 – 11174.
- 5.5 **Mandatory participation** in technical assistance, training, orientation, monthly meetings and other support and resource development activities provided by the OUSD and collaborative partners in conducting program planning, implementation, and evaluation as necessary. These may include required regular meetings with the school principal or other identified designee to ensure collaboration with the school vision. Participation in meetings facilitated by OUSD to address program success, areas of concern and for general troubleshooting are also required.
- 5.6 **Ensure compliance with funding guideline requirements** and follow OUSD policies and procedures. This includes compliance with District staffing requirements and policies including No Child Left Behind and other legislative mandates.
- 5.7 **Maintain five sets of essential collaborative relationships** to ensure partnerships towards effective program implementation:
- a) Administration, faculty, and staff of OUSD
 - b) OUSD central administration departments
 - c) Parents/Guardians
 - d) Youth
 - e) Community organizations and public agencies

6. SCOPE OF WORK.

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

7. INVOICING.

7.1 **Updated listing of employees and their respective ATI number.** CONTRACTOR agrees as a condition of payment for services provided, CONTRACTOR will provide a complete updated listing with monthly invoices of all employees, subcontracted agencies, and volunteers, and their respective ATI number as registered with the Dept of Justice/FBI, at the site for which CONTRACTOR is providing services and invoicing OUSD.

7.2 **Submission of invoices to OUSD.** CONTRACTOR must submit invoices to OUSD in a format acceptable to OUSD and on a timely and regular basis for services rendered. Invoices must contain the following information: a) the name of the project or school site; b) a daily list of tasks/services performed; the hours (or portion of an hour) worked for each task described; and d) and an itemization of any reimbursable expenses, including receipts. All invoices shall be accompanied by the following verification statement signed by the CONTRACTOR:

I personally reviewed this invoice dated_____.

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

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

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

8. INDEMNIFICATION

8.1 CONTRACTOR shall indemnify, hold harmless and defend the Oakland Unified School District, its Governing Board, State Trustee, Superintendent and each of its officers, officials, employees, volunteers and agents (hereinafter in this Section 8 collectively referred to as "the District") from any loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by the District, CONTRACTOR or any other person and from any claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of performance of this agreement.

8.2 CONTRACTOR obligations under the preceding shall apply jointly and severally regardless of whether the District or any of its officers, officials, employees, volunteers or agents are actively or passively negligent, but shall not apply to any loss of liability, fines, penalties, forfeitures, costs or damages caused solely by the active negligence or by the willful misconduct of the District.

8.3 If CONTRACTOR should subcontract all or any portion of the work or activities to be performed under this agreement, CONTRACTOR shall require each subcontractor to indemnify, hold harmless and defend the District, its officers, officials, employees, volunteers or agents in accordance with the terms of the proceeding paragraph.

9. INSURANCE

9.1 Throughout the life of the MOU, CONTRACTOR shall pay for and maintain in full force and effect with an insurance company(s) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A/MII" in Best Insurance Rating Guide, the following policies of insurance:

- a) **COMMERCIAL GENERAL LIABILITY** insurance which shall include contractual, products and completed operations, corporal punishment and sexual misconduct and harassment coverage, and bodily injury and property damage liability insurance with combined single limits of not less than \$1,000,000 per occurrence.
- b) **WORKERS COMPENSATION** insurance, as required by the California Labor Code, with not less than the statutory limits.
- c) **PROPERTY AND FIRE** insurance shall provide to protect: Real Property, against risk of direct loss, commonly known as Special Form and Fire Legal Liability, to protect against liability for portions of premises leased or rented; Business Personal Property, to protect on a Broad Form, named peril bases, for all furniture, equipment and supplies of CONTRACTOR. If any District property is leased, rented or borrowed, it shall also be insured the same as real property.

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

ADDITIONAL ADDENDEM(S) ATTACHED

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

Yes

No

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

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

Mannalson
CONTRACTOR

Date: 6/6/13

President, Board of Education
Oakland Unified School District

Date: _____

Secretary, Board of Education
Oakland Unified School District

Date: _____

EAST BAY ASIAN YOUTH CENTER

2013-2014 OUSD Budget (2nd revision 5/31/2013, adding MetWest High School and Summer 2014)

	<u>School</u>	<u>Funding Source</u>	<u>Amount</u>
1	Bella Vista Elementary	ASES	\$99,000
2	La Escuelita Elementary	ASES	\$99,000
3	Manzanita Community School	ASES	\$99,000
4	Cleveland Elementary	ASES	\$99,000
5	Franklin Elementary	ASES	\$140,000
6	Lincoln Elementary	ASES	\$175,000
7	Elementary Summer Program 2013	21CCLC Supplemental	\$50,000
8	Elementary Summer Program 2014	21CCLC Supplemental	\$85,000
9	Garfield Elementary	ASES	\$200,000
	Garfield Elementary	Title One	\$60,000
10	Roosevelt Middle School	ASES	\$215,000
	Roosevelt Middle School	Title One	\$25,000
	Roosevelt Middle School	NSLA 2013	\$50,000
	Roosevelt Middle School	NSLA 2014	\$50,000
	Roosevelt Middle School	21 CCLC Core	\$130,000
	Roosevelt Middle School	21 CCLC Equitable Access	\$22,000
	Roosevelt Middle School	21 CCLC Supplemental	\$102,000
11	Dewey Academy	21 CCLC Core	\$224,120
	Dewey Academy	21 CCLC Equitable Access	\$22,412
	Dewey Academy	21 CCLC Family Literacy	\$17,930
12	Oakland International High School	21 CCLC Core	\$224,120
	Oakland International High School	21 CCLC Equitable Access	\$22,412
	Oakland International High School	21 CCLC Family Literacy	\$17,930
13	Oakland High School	21 CCLC Core	\$224,120
	Oakland High School	21 CCLC Equitable Access	\$22,412
	Oakland High School	21 CCLC Family Literacy	\$17,930
	Oakland High School	Public Health Academy	\$20,000
	Oakland High School	Safe & Supportive School	\$20,000
	Oakland High School	SBHS Site Coordination	\$35,000
14	MetWest High School	21 CCLC Core	\$150,000
	MetWest High School	21 CCLC Equitable Access	\$21,000
	MetWest High School	21 CCLC Family Literacy	\$17,000

Total **\$2,756,386**

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

Lead Agency Unit of Service

After School Services include:

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

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

After School program will serve up to 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 85 Elementary students: \$99,000

Option B: services for up to 110 Elementary students: \$140,000

Option C: services for up to 150 Elementary students: \$200,000

Option D: services for up to 130 Elementary students: \$175,000

Option E: services for up to 300 Middle School students: \$370,000

Option F: services for up to 135 High School students: \$265,000

Option G: services for up to 100 High School students: \$188,000

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

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

- d) School opting to fund School Safety Officer, reducing above costs to provide safe and secure after school environment.
- e) Other specialty services from this menu have been selected to augment some of the basic lead agency services included in package above.
- f) School opting to augment after school services or serve additional students utilizing additional grant funds.
- g) Other: please describe

Family Support Unit of Service Garfield:

Family Support services incorporate a broad range of support services that aim to improve parent leadership, improve family health, improve school attendance and improve academic achievement. Services include: parent leadership workshops, truancy intervention services, and community education events. Family Support services will serve up to 200 families.

Cost: \$60,000

Family Support Unit of Service Roosevelt:

Family Support services incorporate a broad range of support services that aim to improve parent leadership, improve family health, improve school attendance and improve academic achievement. Services include: parent leadership workshops, truancy intervention services, and community education events. Family Support services will serve up to 50 families.

Cost: \$25,000

Public Health Academy Unit of Service:

Public Health Academy services incorporate a broad range of support services that aim to improve school attendance and improve academic achievement. Services include case management, mental health and youth development services. Public Health Academy services will serve up to 50 students.

Cost: \$20,000

Safe and Supportive School (S3) Unit of Service:

S3 services incorporate a broad range of support services that aim to improve school attendance and academic achievement. Services include case management, mental health and youth development services. S3 services will serve up to 50 students.

Cost: \$20,000

School Based Health Center Site Coordination Unit of Service:

SBHC Site Coordination services incorporate a broad range of support services for students and families that aim to improve health, school attendance and academic achievement. Services include the oversight and integration of Shop 55's medical, mental health and youth development services. SBHC Site Coordination services will serve up to 500 students throughout the school year.

Cost: \$35,000

Roosevelt Summer Unit of Service:

Roosevelt Summer is a comprehensive community/school partnership dedicated to helping students succeed in school and in life. Roosevelt Summer directly supports 200 students through health education, service learning projects, and organized physical activities.

Cost: \$102,000 21CCLC Supplemental, and \$50,000 NSLA

Elementary Summer Unit of Service:

Elementary Summer is a comprehensive community/school partnership dedicated to helping students succeed in school and in life. Elementary Summer directly supports over 120 in 2013 and 350 in 2014 students through health education, service learning projects, and organized physical activities.

Cost: \$50,000 in 2013 - \$85,000 in 2014