

| Board Office Use: Legislative File Info. | |
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| File ID Number | 15-1794 |
| Introduction Date | 10/14/15 |
| Enactment Number | 15-160 |
| Enactment Date | 10/14/15 |



**OAKLAND UNIFIED
SCHOOL DISTRICT**

Community Schools, Thriving Students

Memo

To Board of Education
From Antwan Wilson, Superintendent

Board Meeting Date 10/14/15
(To be completed by Procurement)

Subject Individual Service Agreement - Master Memorandum of Understanding - East Bay Asian Youth Center (contractor) - 121/La Escuelita Elementary School (site)

Action Requested Approval of the Individual Service Agreement to the Master Memorandum of Understanding (MMOU) between District and East Bay Asian Youth Center, for services to be provided primarily to 121/La Escuelita Elementary School.

Background
A one paragraph explanation of why the consultant's services are needed.
The attached Individual Service Agreement is the contracting of services at the negotiated price, stated in the referenced Master MOU, approved by the Board of Education on June 24, 2015 (Enactment number 15-1159).

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

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

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

Attachments

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

| | |
|---|----------|
| Board Office Use: Legislative File Info. | |
| File ID Number | 15-1794 |
| Introduction Date | 10/14/15 |
| Enactment Number | 15-1610 |
| Enactment Date | 10/14/15 |



OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

INDIVIDUAL SERVICE AGREEMENT (ISA) 2015-2016

| MASTER MOU INFORMATION | | | |
|--|--------------------------------|------------------------------|---------|
| VENDOR NAME | East Bay Asian Youth Center | | |
| VENDOR # | V01262 | ENACTMENT # | 15-1159 |
| SITE / DEPT NAME | La Escuelita Elementary School | SITE # | 121 |
| OUSD STAFF CONTACT - EMAILS ABOUT THIS CONTRACT SHOULD BE SENT TO: | | Renee.McMearn@ousd.k12.ca.us | |

| ORDER MENU OF SERVICES (EXHIBIT A OF MASTER MOU) – SELECT DESIRED SERVICE | | | | |
|--|-----------------------|---------------|---------------|--|
| SERVICE AND UNIT OF SERVICE (SEE EXHIBIT 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 Services Option A | K-5 | \$ 93,779.00 | 1 | \$ 93,779.00 |
| | | \$ | | \$ |
| | | \$ | | \$ |
| TOTAL AMOUNT | | | | \$ 93,779.00 |
| IF FEE DOES NOT EQUAL RATE PER UNIT MULTIPLIED BY DESIRED UNITS, EXPLAIN REASON FOR ALTERED RATE: | | | | |
| | | | | |

| BUDGET INFORMATION | | | | | |
|--------------------|---------------|------------|--------------|----------|------------|
| REQUISITION NUMBER | R0161285 | START DATE | 07/01/2015 | END DATE | 08/19/2016 |
| RESOURCE # | RESOURCE NAME | ORG KEY | AMOUNT | | |
| 6010 | ASES | 1211553401 | \$ 93,779.00 | | |
| | | | \$ | | |
| | | | \$ | | |

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 | | | DATE | 6/25/15 |
| OUSD SITE ADMINISTRATOR | NAME | TAMMY ROSE | TITLE | Principal |
| SIGNATURE | | | DATE | 8/21/15 |

| APPROVAL | | | |
|--|--|------|----------|
| <input type="checkbox"/> IF USING FUNDS REVIEWED BY STATE AND FEDERAL PROGRAMS OR Quality Community School Development SPSA ACTION ITEM NUMBER: _____ OR, <input type="checkbox"/> SPSA MODIFICATION DOCUMENTATION ATTACHED | | | |
| RESOURCE MANAGER, if using funds managed by: <input type="checkbox"/> State and Federal <input type="checkbox"/> Quality Community School Development <input checked="" type="checkbox"/> After School Programs | | | |
| SIGNATURE | | DATE | 6-26-15 |
| SIGNATURE | | DATE | |
| NETWORK / EXECUTIVE OFFICER or DEPUTY CHIEF | | | |
| SIGNATURE | | DATE | 6-26-15 |
| PRESIDENT AND THE SECRETARY OF THE BOARD OF EDUCATION | | | |
| SIGNATURE | | DATE | 10/15/15 |
| SIGNATURE | | DATE | 10/15/15 |

CERTIFICATE OF LIABILITY INSURANCE

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

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

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

| | | |
|---|--|------------------------------------|
| PRODUCER HUB Int'l Insurance Serv. Inc. License #0757776 3000 Executive Parkway, Suite 300 San Ramon, CA 94583 | CONTACT NAME: Christine Walker-Yahn | |
| | PHONE (A/C, No, Ext): 925.415.1113 | FAX (A/C, No): 925.905.4284 |
| E-MAIL ADDRESS: christine.yahn@hubinternational.com | | |
| INSURER(S) AFFORDING COVERAGE | | NAIC # |
| INSURER A : Oak River Insurance Company | | 34630 |
| INSURER B : | | |
| INSURER C : | | |
| INSURER D : | | |
| INSURER E : | | |
| INSURER F : | | |


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

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

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

| INSR LTR | TYPE OF INSURANCE | ADDL SUBR INSR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|--------------------|---------------|-------------------------|-------------------------|--|
| | 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"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | | | | COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| | <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> 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 N | 2200053101141 | 06/08/2014 | 06/08/2015 | <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)
 Verification of Insurance.

| | |
|--|--|
| CERTIFICATE HOLDER Oakland United School District Attn: Risk Management 900 High Street Oakland, CA 94601 | 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  |
|--|--|

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

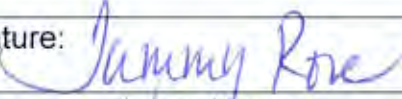

| Name of Additional Insured Person(s) Or Organization(s) |
|--|
| Oakland Unified School District |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. |

| | |
|---|--|
| 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. | |

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
2015 – 2016

SECTION 1: School Site Information

| | |
|--|--|
| School Site: La Escuelita Elementary School | Lead Agency: East Bay Asian Youth Center |
| Principal Signature:  | Lead Agency Signature:  |
| After School Site Coordinator Name (if known at this time): Marisela De Anda | Date: April 2, 2015 |

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

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

The school has three top major improvement priorities where the after school program will identify its high leverage practices. The following are the three priorities:

1. To provide a safe, healthy, and supportive environment
2. To strengthen the literacy component
3. To strengthen and support the TK-8 expansion

LCAP Strategic Priorities

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

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

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

Our after school program goals are as follows:

1. Student demonstrates:

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

as indicated by a pre/post self-assessment.

2. Student demonstrates knowledge of the education pathway to a desired career, as indicated by a project presentation.

3. Student demonstrates proficiency in reading, as indicated by test scores.

We are aligned with the school day by focusing on similar topics to best support our students and community.

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 ASP students will participate in daily homework assistance and academic enrichment activities. | 95% ASP students will matriculate to the next grade level | Report cards |
| Satisfactory School Day Attendance: How many more Oakland children are attending school 95% or more? | Positive attendance incentives such as classroom celebrations and/or student acknowledgement through | 95% ASP students will achieve 95% program attendance, which indirectly impacts positive school attendance. | Attendance records |

| | | | |
|--|--|--|--|
| | certificate presentation during program wide assembly. | | |
| Job Skills/Career readiness: How many more students have meaningful internships and/or paying jobs? | | | |
| Health and Well-being: How many more Oakland children have access to, and use, the health services they need? | | | |

SECTION 4: Program Model and Lead Agency Selection

For 2015-2016, my site will operate the following program model:

- Traditional After School:** *voluntary program open to all students, with enrollment priorities targeting certain students*
- Extended Day Program:** *additional class periods offered to students after the end of the regular bell schedule, for targeted grades and/or for all students of the school (Note: extended day classes must **not** appear on the school bell schedule)*
- 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 twelve Oakland schools to provide summer and after school education, work-based learning, attendance case management, and medical and mental health services. We help parents collaborate with their child's teachers, and to be leader in school governance. We support high school students to graduate and enter higher education. EBAYC consistently demonstrates high standards of program quality and performance as indicated by city, county, and school district evaluation.

Community Development

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

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

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

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

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

| | |
|--|--|
| Required # of Program Days your program will operate during School Year 2015-2016 (programs are required to operate between 177 – 180 days of the school year) | 180 days required* |
| Projected Daily Attendance during School Year 2015-2016 | 80 |
| Programs are allowed up to three days of program closure during the school year to offer staff professional development. Please list the three days (if any) your program plans to close this year for PD. | None |
| Minimum Days | |
| Elementary and middle school after school programs are required to operate from the end of the school day to 6pm. When a school holds minimum days, the after school program must begin early and run a long day until 6pm. Minimum days have significant impact on the after school staffing and budget. Thus, during the program planning process, school leadership and the lead agency partner must discuss the anticipated number of minimum days for the program year, and discuss shared resources to fund minimum day programming when the number of minimum days exceeds the typical OUSD schedule of one minimum day per week for the school year. | |
| Projected Number of Minimum Days for School Year 2015-2016 | 36 regular school day minimum days and 7 special minimum days on the first and last week of school |

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

The school does not have any additional funding to support the after-school program on special minimum days.

Program Schedule

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

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

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

SECTION 6: Academics

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

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

Other possible supports may include computer lab, library exploration, project-based learning, coordination with SES tutoring.

Academic activities should be aligned with school goals and support specific student achievement needs defined by the school. Activities should be based on sound instructional strategies aligned with the regular school day program.

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

| Description of program/activity | Target Population | Academic Support (choose one) | SPSA goal(s) or school need supported by activity | Instructional Strategies | Frequency (hrs/week; # of weeks) | Measurable Outcomes |
|---|---------------------|--|---|---|---|---|
| All students have an hour to work on homework daily. Any difficult homework problems will be solved step by step in the last 15 minutes of class. | All students | <input checked="" type="checkbox"/> Homework Support <input type="checkbox"/> Tutoring <input type="checkbox"/> Skill Building <input type="checkbox"/> Academic Intervention <input type="checkbox"/> Other | Students are completing and understanding homework assignments. | All students are grouped by grade level and supported by a qualified academic mentor. | 1 hour / Monday through Thursday | Checking in with school day teachers to make sure students are completing and understanding homework assignments. |
| Students learn how to skill build through a curriculum called KidzLit. Students will read books and connect story to real life events through activities. | All students | <input type="checkbox"/> Homework Support <input type="checkbox"/> Tutoring <input checked="" type="checkbox"/> Skill Building <input type="checkbox"/> Academic Intervention <input type="checkbox"/> Other | Students will focus on skill building through language arts. Students will learn how to problem solve, utilize critical thinking, develop creative expression, etc... | All students are grouped by grade level and supported by a qualified academic mentor. | 1 hour / Monday, Tuesday, and Thursdays | Students understand and participate in the KidzLit activities. |
| Students know their area of improvement and receive academic intervention to target those areas. | BB and FBB Students | <input type="checkbox"/> Homework Support <input type="checkbox"/> Tutoring <input type="checkbox"/> Skill Building <input checked="" type="checkbox"/> Academic Intervention <input type="checkbox"/> Other | Students receive academic intervention to target areas of improvement. | Students will get small group support on problems they got incorrect on the benchmark test. | 1 hour / Monday, Tuesday, and Thursdays | Give students sample problems of benchmark test and make sure they understand and solve it correctly. |

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.

Recommended Middle School Program Components: Middle schools are highly encouraged to provide after school STEM instruction and youth leadership programming for students. (These program components are required for 21st Century middle school programs.) STEM and Building Intentional Communities youth leadership curriculum and PD will be provided by OUSD after school learning communities.

| Description of Program/ Activity | Rationale | SPSA goal(s) or school need supported by activity | Target Population and Frequency (hrs/week; number of weeks offered) | Targeted Skills | Measurable Outcome |
|---|--|---|---|--|--|
| Students will participate and learn the basics on how to play various sports such as soccer, football, kickball, and field hockey. | X Student Identified X School Identified <input type="checkbox"/> Parent Identified <input type="checkbox"/> Other (specify) | Students will participate in several sports. | All students / 1.5 hours every Wednesday and Friday | <input type="checkbox"/> Conflict Resolution <input type="checkbox"/> Social Skills <input type="checkbox"/> Leadership <input type="checkbox"/> Academic (specify) X Health/Fitness <input type="checkbox"/> Other (specify) | Students participate in playing sports. |
| Students will have the opportunity to learn several multicultural dances and create their own dance routines. | X Student Identified <input type="checkbox"/> School Identified <input type="checkbox"/> Parent Identified <input type="checkbox"/> Other (specify) | Students will learn several multicultural dances. | All students / 1.5 hours every Wednesday and Friday | <input type="checkbox"/> Conflict Resolution <input type="checkbox"/> Social Skills <input type="checkbox"/> Leadership <input type="checkbox"/> Academic (specify) X Health/Fitness <input type="checkbox"/> Other (specify) | Students create a dance through the routines they learned and practiced. |
| Students will learn about science through the UC Berkeley SEED program and STEM. Students will be engaged in science once a week for 1.5 hours. | <input type="checkbox"/> Student Identified X School Identified <input type="checkbox"/> Parent Identified <input type="checkbox"/> Other (specify) | Students will learn about science through lessons and projects. | All student / 1.5 hours every Friday | <input type="checkbox"/> Conflict Resolution X Social Skills X Leadership <input type="checkbox"/> Academic (specify) <input type="checkbox"/> Health/Fitness <input type="checkbox"/> Other (specify) | Students are able to complete and understand a science assessment |
| Students will learn how to be creative with materials that surround them and make several arts and craft projects. | X Student Identified <input type="checkbox"/> School Identified <input type="checkbox"/> Parent Identified <input type="checkbox"/> Other (specify) | Students will create several art and craft projects. | All students / 1.5 hours every Wednesday and Friday | <input type="checkbox"/> Conflict Resolution X Social Skills X Leadership <input type="checkbox"/> Academic (specify) <input type="checkbox"/> Health/Fitness <input type="checkbox"/> Other (specify) | Students will produce and present several art projects. |
| Students will learn about | X Student Identified | | All students / 1.5 | <input type="checkbox"/> Conflict Resolution | Students will complete a |

| | | | | | |
|--|---|--|----------------------------------|--|---|
| health and nutrition through lessons and by cooking healthy meals. | <input type="checkbox"/> School Identified <input checked="" type="checkbox"/> Parent Identified <input type="checkbox"/> Other (specify) | Students will learn about nutrition and healthy eating habits. | hours every Wednesday and Friday | <input type="checkbox"/> Social Skills <input type="checkbox"/> Leadership <input type="checkbox"/> Academic (specify) <input checked="" type="checkbox"/> Health/Fitness <input type="checkbox"/> Other (specify) | pre and post-test to see if there is growth in knowledge about nutrition. |
|--|---|--|----------------------------------|--|---|

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. For 21st Century grantees who receive Family Literacy funding: **The activities listed below must align to your 21st Century Family Literacy budget plan.**

| Type of Activity and Frequency | SPSA goal(s) or school need supported by activity | Describe how this activity is connected to student achievement | Measurable Outcome | Alignment with school day family engagement / family literacy efforts or resources |
|--|---|--|---|--|
| Parent Assembly | School Quality Indicator 4: Meaningful Students, Family, and Community Engagement/Partnership- Strategic Priority A | The ASP will have a parent meeting once a month to engage parents in their child's education. The parent meeting topics include ASP orientation, ASP open house, student progress reports, family fun nights, community involvement, etc... | Monthly attendance of at least 50% of all after school students' parents. | Parents will participate and attend the ASP monthly parent meetings to be involved in their child's education. |
| Special Events/ Holiday Celebration and Showcase | School Quality Indicator 4: Meaningful Students, Family, and Community Engagement/Partnership- Strategic Priority A | The ASP will host special events for students, parents and families to celebrate special holidays such as Halloween, Winter, etc. We will also host performing arts events to showcase what students are learning in their enrichment classes. | Attendance of at least 50% of all after school students' parents. | Parents will participate and attend the ASP special events/holiday celebration and showcase to be involved in their child's education. |

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. | We do not have an issue with chronic absenteeism. |
| b) Inform parents about the importance of attendance and encourage parents to help each other get their students to class. | This activity will be implemented every month during our parent assembly. |
| c) Track students with poor program attendance and reach out to find out why and how attendance could be improved. | The ASP always meets its average daily attendance |
| d) Celebrate good attendance and/or offer meaningful incentives to attract and reward students for attending our program. | Positive attendance incentives such as classroom celebrations and/or student acknowledgement through certificate presentation during program wide assembly. |

SECTION 10: Transforming School Culture and Climate

After school programs can play a critical role in support the school's efforts to transform school culture and climate, helping to make schools positive, supportive places for all students to stay engaged, be successful, and thrive.

a) The following are paths that OUSD schools are taking to change discipline and transform school culture and climate. What strategy/strategies is your school utilizing to transform school culture and climate?

- PBIS (Positive Behavioral Interventions and Support)
 Restorative Justice
 Social and Emotional Learning
 Bullying Prevention
 Other: (please specify) Building Intentional Communities (Also known as BIC)

b) How will the school and lead agency partner work together to ensure that the after school program is aligned and supporting these efforts, and helping to transform school culture and climate? (ie. shared professional development, curriculum, coaching, planning meetings, COST meetings, etc.)

The After School Program at La Escuelita is aligned with the school day. The site coordinator is invited to participate in school day staff professional development, monthly SSC meetings, and meet on a regular basis with school principal. Program line staff have weekly check-ins with school day teachers to support individual students. Also, during the planning processes for an upcoming school year, site coordinator, line staff, and teachers work on the after school program planning tool to develop a full service community school.

c) Reducing the disproportionate suspension rates of African American students is a key priority for OUSD. Please describe any special efforts your after school program is taking to support the school engagement, social-emotional well-being, and/or academic success of African American students at your school (ie. Manhood Development circles, Ethnic Studies curriculum, recognition ceremonies for student accomplishments, Black professionals as role models or mentors, etc.):

We offer a Boy's to Men of Color workshop for a few selected students in the program. This program targets boys of color, Hispanic or African Americans, to be mentored. Students are matched with one adult mentor from the surrounding community. Each mentor serves as a role model, listening and encouraging his/her student. The overall purpose of the mentor relationship is to provide students with extra emotional, social and academic support in order for them to succeed in school.

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.

The after school Site Coordinator or Director will actively participate in which of the following school group(s), in order to increase alignment between after school and school day efforts?

- X COST team (Coordination of Services Team)
- X SST (Student Study Team)
- X SSC (School Site Council)
- ELT (Educational Leadership Team)
- PTA
- X Attendance Team/Workgroup
- X SPSA Site Planning team
- School Culture/Climate Committee
- Other (specify)

| | |
|---|---|
| <p>List key community partners whom you will actively collaborate with to accomplish the goals of your program.</p> | <ul style="list-style-type: none"> -OUSD STEM learning community to bring science to 2nd -3rd graders -OUSD Wellness learning community to teach health and wellness -UC Berkeley volunteers to teach science to 4th- 5th graders -UC Berkeley volunteers from YWCA to teach 3rd - 5th grade girls to empower their voice/opinion through technology -The First Tee Golf Program which takes 20 students to Montclair's golf course to learn golf -Laney College Lacrosse which takes 15 girls to Laney to learn how to play lacrosse |
| <p>List all subcontractors who will be paid to deliver after school services.</p> | <p>None</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> | <ul style="list-style-type: none"> -Community School Program Manager, Eve Delfin -After school program Quality Coach |

2015-16 After School Enrollment Policy for La Escuelita Elementary 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 that are in high need of academic support | Teacher referral | |
| Siblings of students that are in high need of academic support | La Escuelita's student enrollment roster | |
| Parent schedule needs for example working parents who cannot pick child up by school dismissal time | Parent request | |
| New students attending La Escuelita | La Escuelita's student enrollment roster | |

Which grade levels will you serve in this program? 1st – 5th grade

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 2015. Indicate how families will be notified of 2015-16 enrollment before the last day of school, June 11, 2015.)

| Timeline | After School Enrollment Steps/Process | Individual(s) responsible |
|------------------------|--|----------------------------------|
| March 2015 | Announce enrollment policy to faculty | Principal and EBAYC ASP Director |
| March 2015 | Announce enrollment policy to families of current students | EBAYC ASP Director |
| March 2015/ April 2015 | Applications are available | EBAYC ASP Director |
| April 2015 / May 2015 | Recruit students during ASP parent meeting | EBAYC ASP Director |
| April 2015 / May 2015 | Recruit students during New Parent Orientation session | EBAYC ASP Director |
| April 2015 / May 2015 | Reach out to targeted populations | Principal and EBAYC ASP Director |
| April 2015 / May 2015 | Check in with teachers about student referrals | Teachers |

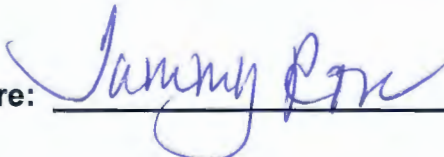
Important dates to include in your timeline:

- April – June: Spring enrollment for 2015-16 programs.
- Families will be notified of 2015-16 after school enrollment before the last day of school, June 11, 2015.
- After school programs begin on 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, 2015.
- All programs must maintain waitlists after program slots are filled.

School Support for Program Recruitment

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

School day teachers will recommend/refer students in need to the after school program. However, the after school program staff handle the recruitment and communication process.

Principal Signature: 

Lead Agency Signature: 

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

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

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

Principal Signature: _____

James Row

Lead Agency Signature: _____

Janet...
ASES and 21st CCLC After School Programs
2015-2015

Quality Support Coach (formerly called “Academic Liaison”)

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

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

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

Quality Support Coaching Planning

a) Please identify who will fulfill the Quality Support Coach role for 2015-16:

- 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): Site teacher on special assignment (TSA) Literacy Coach

If known, please specify the name of the person who will fill the Quality Support Coach role, and identify his/her role in the school: Yolanda Cater

b) Some schools are challenged in finding a qualified individual on staff who can fulfill the Quality Support Coach role. In this case, the OUSD After School Programs Office will work actively to try to find an OUSD coach to match with the

school. Please mark:

My school needs support in finding an individual who can effectively fulfill the role of Quality Support Coach.

Yes No

Teachers on Extended Contract for Direct Service

In addition to a 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. The Quality Support Coach cannot provide direct service to students. The Quality Support Coach 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 |
|--|---|
| Not known at this time | |
| | |
| | |
| | |
| | |

Principal Signature: Jimmy Rose

Lead Agency Signature: Mannaloe

After School Safety and Emergency Planning for 2015-16

After School Safety and Emergency Planning

A) The Comprehensive School Site Safety Plan will incorporate the After School Program. The Principal and Site Coordinator will discuss plans and procedures for after school safety, and the Site Coordinator will have access to the Comprehensive School Site Safety Plan.

X Yes [] No

If no, explain after school plans to ensure student and staff safety should an incident of violence or other crisis/emergency occur on or near the school campus during after school hours:

B) Describe the training that site will provide after school staff on safety procedures, including lockdown procedures and communication protocols for crisis response.

ASP will implement similar emergency response procedure as the school day. The school will help us with practice drill at the beginning of each semester.

C) Principal and Site Coordinator have reviewed the OUSD After School Emergency/Crisis 1st Level Response Notification Protocol.

X Yes [] No

Facility Keys

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

X Yes [] No

If no, indicate how the school campus will be secured if crisis should occur during after school hours and if lockdown is necessary:

SSO Staffing: (check one)

[] Site has a school day SSO who can accommodate after school related work as part of their regular salary.

[] Site will pay Extra time/Over time (ET/OT) to accommodate an after school SSO.

X Site does not need an SSO or does not have the resources to have an after school SSO.

Principal Signature: Jammy Rose

Lead Agency Signature: [Signature]

Professional Development and Staff Wellness

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

a) What professional development, coaching, and training supports will be provided by the lead agency partner?

Youth development, trauma informed intervention, program evaluation

b) What professional development opportunities will be provided by the school site?

Program director and line staff will participate in staff development when topics are appropriate for after school program learning

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

I understand that professional development helps ensure program quality. My program is committed to providing/accessing professional development opportunities for after school staff, based on needs identified by program data. My program will adequately budget for staff time to participate in professional development over the course of the year (for key line staff, recommended at least 20 hours of PD/year). 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.
- Have weekly check-ins to address personal health.
- Have staff retreat at the end of the school year.

Principal Signature: _____

Sammy Row

Lead Agency Signature: _____

Manuela

Addendum for 21st Century Community Learning Center Grantees Only

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

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

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

Not Applicable

21st Century Supplemental Programming during 2015-16 School Year

Describe your planned programming on weekends, intercession breaks, and other non-school days during the 2015-16 school year. Your supplemental program plans must match your proposed supplemental program budget.
 (Please do NOT include summer program plans here; there will be a separate summer planning template.)

| | |
|--|----------------|
| Number of supplemental program days you plan to offer during the 2015-16 school year: | Not Applicable |
| Dates of Service: | Not Applicable |
| Hours of Operation: (note that supplemental programs must operate at least 3 hours/session) | Not Applicable |
| Description of Supplemental program activities: (describe goals of programming, target audience, planned activities, etc.) | |
| Not Applicable | |



EBAYC

EAST BAY ASIAN YOUTH CENTER

2025 East 12th Street • Oakland • California • 94606

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

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

Dear Ms. Ma,

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

EBAYC employees are not permitted to come into contact with students at any OUSD school sites until EBAYC receives their negative TB test results, fingerprint clearance and re-arrest records from the State of California - Department of Justice, and from the Federal Bureau of Investigation pursuant to Section 11105.3 of the California Penal Code and Section 15660 of the California Welfare and Institutions Code. No EBAYC employees who have been convicted of a violent or serious felony may come into contact with students.

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

Sincerely,

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



EBAYC

EAST BAY ASIAN YOUTH CENTER

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

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

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

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

EBAYC Service Strategies

Juvenile Justice

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

High Quality Schools

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

Community Development

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

SAM Search Results
List of records matching your search for :

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

| | | |
|-------------------------------------|------------------------------------|-------------------------------------|
| ENTITY | EAST BAY ASIAN YOUTH CENTER | Status:Active |
| DUNS: 867936601 | +4: | CAGE Code: 4QB11 DoDAAC: |
| Expiration Date: Apr 3, 2016 | Has Active Exclusion?: No | Delinquent Federal Debt?: No |
| Address: 2025 E 12TH ST | State/Province: CALIFORNIA | |
| City: OAKLAND | Country: UNITED STATES | |
| ZIP Code: 94606-4925 | | |

| | |
|---|---------|
| Board Office Use: Legislative File Info. | |
| File ID Number | 15-1153 |
| Introduction Date | 6/24/15 |
| Enactment Number | 15-1159 |
| Enactment Date | 6/24/15 |



**OAKLAND UNIFIED
SCHOOL DISTRICT**

Community Schools. Thriving Students

Memo

To Board of Education

From Antwan Wilson, Superintendent

Board Meeting Date June 24, 2015
(To be completed by Procurement)

Subject Master Memorandum of Understanding between Oakland Unified School District and East Bay Asian Youth Center

Action Requested Authorize the President and Secretary of the Board to enter into and execute a Memorandum of Understanding with East Bay Asian Youth Center, on behalf of the District to provide services to students. This establishes a one year relationship with East Bay Asian Youth Center, and a not-to-exceed amount of \$3,003,240.00. This amount is projected using historical cost data, known changes to the number of sites served and expected available grant funding allowable.

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

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

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

Discussion
One paragraph summary of the scope of work.

Vendor: East Bay Asian Youth Center

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

Not-To-Exceed Amount: \$3,003,240.00

Determination of the Not-to-Exceed Amount is based on historical data and projections for the coming school year, it is anticipated that East Bay Asian Youth Center will provide services to 28 school sites.

The District contracts with agencies to provide various activities and after school programs. Chosen by the number of sites served with District and the long standing relationship with the agencies, the Master Memorandum of Understanding establishes a relationship with East Bay Asian Youth Center, defining terms and conditions as well as setting a maximum not-to-exceed ceiling amount. This ceiling is derived from historical cost data, and known changes in sites to be served, as well as expected grant funding. In addition, the District has been working with agencies to provide a Menu of Service, which delivers a clear and measurable scope of work. Analogous to ordering from a common table menu, each product is described and the price is clearly quoted, establishing and promoting a more perfect competition where the consumer, here the principal, is informed of the services offered, and the price for those services. This allows the principal to easily compare services and prices, and plan for programmatic needs.

Fiscal Impact

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

Recommendation

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

Attachments

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

| | |
|---|---------|
| Board Office Use: Legislative File Info. | |
| File ID Number | 15-1153 |
| Introduction Date | 6/24/15 |
| Enactment Number | 15-1159 |
| Enactment Date | 6/24/15 |



OAKLAND UNIFIED
SCHOOL DISTRICT

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

2015-2016

1. INTENT

1.1 **Intent of this Memorandum of Understanding.** This Memorandum of Understanding (hereinafter "MOU") establishes the Oakland Unified School District's (hereinafter "OUSD") intent to establish a relationship with 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 \$ 3,003,240.00

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

2. TERMS AND CONDITIONS

- 2.1 **Term of Agreement.** The term of this agreement shall be July 1, 2015 to August 19, 2016 and may be extended by written agreement of both parties. **ISA's are void upon termination or expiration of the Master MOU.**
- 2.2 **All terms and conditions apply jointly and severally** to all CONTRACTOR'S employees, agents, partners, subcontractors, and/or volunteers acting on behalf of, and by the direction of CONTRACTOR.
- 2.3 **Notice of Termination.** OUSD may, at any time, terminate this Agreement upon not less than thirty (30) days written notice to CONTRACTOR. OUSD shall compensate CONTRACTOR for services satisfactorily provided through the date of termination. In addition, OUSD may terminate this agreement for cause should CONTRACTOR fail to perform any part of this Agreement. In the event of termination for cause, OUSD may secure the required services from another contractor. If the cost to OUSD exceeds the cost of providing the services pursuant to this Agreement, CONTRACTOR shall pay the additional cost.
- 2.4 **Choice of Law.** This Agreement shall be performed in Oakland, CA, and is governed by the laws of the State of California.
- 2.5 **Licenses and Permits.** CONTRACTOR shall obtain and keep in force all licenses, permits, and certificates necessary for the performance of this Agreement.
- 2.6 **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
- 2.7 **Conflict of Interest.** CONTRACTOR shall abide by and be subject to all applicable OUSD policies, regulations, statutes or other laws regarding conflict of interest. CONTRACTOR shall not hire any officer or employee of OUSD to perform any service by this Agreement without first obtaining the prior written approval of OUSD. CONTRACTOR affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between CONTRACTOR's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to OUSD's attention in writing.

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

- 2.15 **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
- 2.16 **Changing Legislation.** CONTRACTOR understands that changes in Federal, or state legislation or District policy may impact funding levels, grant requirements, and responsibilities of CONTRACTOR during an academic school year. This MOU may be amended during the 2015-16 fiscal year to reflect additional changes resulting from such legislation.

3. ADMINISTRATION OF MASTER MOU.

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

| | |
|------------------------|------------------------------|
| Contract Administrator | Michael Moore |
| Department | Procurement |
| Address | 900 High Street |
| City, State, Zip | Oakland, CA 94601 |
| Email | Michael.Moore@ousd.k12.ca.us |

- 3.2 Notices to CONTRACTOR shall be addressed as indicated:

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

4. AREAS OF AUTHORITY

- 4.1 **Oakland Unified School District.** The Oakland Unified School District is responsible for fiduciary and programmatic oversight for the expenditure of funds contracted to CONTRACTOR by OUSD for fiscal year 2015-2016.
- 4.2 **Independent Contractor.** This is not an employment contract. CONTRACTOR, is an independent contractor or business entity, and will be responsible for operations and management of its employees to sufficiently carry out the agreed upon Scope of Work. CONTRACTOR understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of OUSD, and are not entitled to benefits of any kind or nature normally provided or entitled to employees of OUSD, including, but not limited to, State Unemployment Compensation or Worker's Compensation. CONTRACTOR shall assume full responsibility for payment of all Federal, State, and local taxes or contributions necessary to do business in the State of California, including unemployment insurance, social security and income taxes with respect to CONTRACTOR's employees. In the performance of the work herein contemplated, CONTRACTOR is an independent contractor, with the sole authority for controlling and directing the performance of the details of the work, OUSD being interested only in the results obtained.
- 4.3 **Fiscal oversight and management.** CONTRACTOR shall be responsible for providing oversight, fiscal management, payroll services and technical assistance to its agents, employees or subcontractors. CONTRACTOR may be required to facilitate and collaborate with other service providers as necessary. CONTRACTOR agrees and understands that OUSD is responsible for fiduciary and programmatic oversight for the expenditure of the ASEP and 21st CCLC grant funds contracted to AGENCY by OUSD for fiscal year 2015-2016. CONTRACTOR will function as a sub recipient of funding and as such will follow all required fiscal guidelines and meet outlined standards as referenced in applicable Federal and State sub recipient guidelines for the federal 21st Century Community Learning Centers grant program, CFDA Number 84.287, awarded by the Office of Elementary and Secondary Education Academic Improvement and Teacher Quality Programs office. Sub recipients that receive over \$500,000 of federal funds may be required to undergo an annual audit and communicate findings to OUSD, as requested. CONTRACTOR will ensure that all contracted funds are expended as per grant guidelines.

- 4.4 **No Rights in Third Parties.** This agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
- 4.5 **Ownership of Documents.** All documents created by CONTRACTOR pursuant to this Agreement, including but not limited to reports, designs, schedules, and other materials prepared, or in the process of being prepared, for the services to be performed by CONTRACTOR, are and shall be at the time of creation and thereafter the property of the OUSD, with all intellectual property rights therein vested in the OUSD at the time of creation. The OUSD shall be entitled to access to and copies of these materials during the progress of the work. Any such materials in the hands of CONTRACTOR or in the hands of any subcontractor upon completion or termination of the work shall be immediately delivered to the OUSD. If any materials are lost, damaged or destroyed before final delivery to the OUSD, CONTRACTOR shall replace them at its own expense and CONTRACTOR hereby assumes all risks of loss, damage or destruction of or to such materials. CONTRACTOR may retain a copy of all materials produced under this Agreement for its use in its general business activities.
- 4.6 **Copyright/Trademark/Patent/Ownership.** CONTRACTOR understands and agrees that all matters produced under this Agreement shall become the property of OUSD and cannot be used without OUSD's express written permission. OUSD shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark, and/or patent of said matter in the name of OUSD. CONTRACTOR consents to use of CONTRACTOR's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium. These matters include, without limitation, drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any other original works of authorship, or other documents prepared by CONTRACTOR or its Sub-CONTRACTORS in connection with the Services performed under this Agreement. All works shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in those works are the property of OUSD.
- 4.7 **Confidentiality.** The CONTRACTOR and all CONTRACTOR's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information and documents received. CONTRACTOR understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
- 4.8 **Contractor Changes.** CONTRACTOR may, at any time, by written order, make changes within the scope of work and services described in this Agreement. If such change(s) cause an increase or decrease in the budgeted cost of, or the time required for performance of the agreed upon work, CONTRACTOR shall so advise the OUSD immediately via the Contracts Administrator with a revised ISA. The revised ISA shall explain the circumstances giving rise to the unforeseen condition or contingency and shall set forth the proposed adjustment in compensation. Such notice shall be given the OUSD prior to the time that CONTRACTOR performs work or services related to the proposed adjustment in compensation. Any and all pertinent changes shall be expressed in a written supplement to this Agreement prior to implementation of such changes.
- 4.9 **Removal of Staff.** In the event that OUSD, in its sole discretion, at any time during the term of this MOU, desires the removal of any AGENCY related persons, employee, representative or agent from OUSD school site and/or property, AGENCY shall immediately upon receiving notice from OUSD of such desire, cause the removal of such person or persons. In the event OUSD requests the removal of any AGENCY related persons, employee, representative or agent from OUSD school site and/or property, the OUSD site administrator shall provide to the AGENCY written, supporting rationale for the decision. OUSD After School Program Office, after conferring with Legal and the Executive Officer supporting the site, shall decide, taking all the facts and circumstances into account, if AGENCY may reassign an employee or agent to another OUSD site. Prior to the removal or change of any AGENCY staff member who is a regular part of the after school program, AGENCY shall inform the Site Administrator with as much notice as possible, and will work with the Site Administrator to ensure a smooth transition in staffing.

4.10 CONTRACTOR Qualifications / Performance of Services.

(a) **CONTRACTOR Qualifications.** CONTRACTOR is specially trained, experienced, competent and fully licensed to provide the Services required by this Agreement in conformity with the laws and regulations of the State of California, the United States of America, and all local laws, ordinances and regulations, as they may apply.

(b) **Standard of Care.** CONTRACTOR represents that CONTRACTOR has the qualifications and ability to perform the Services in a professional manner, without the advice, control, or supervision of OUSD. CONTRACTOR's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school Districts.

4.11 Employees or Subcontractors of CONTRACTOR. Consistent with invoicing requirements in Section 7, CONTRACTOR shall submit a list of employees or other persons who were working on the District's school sites for the period CONTRACTOR is invoicing. In the event that OUSD, in its sole discretion, at any time during the term of this Agreement, desires the removal of any CONTRACTOR related persons, employee, representative or agent from the OUSD school site and, or property, CONTRACTOR shall immediately upon receiving notice from OUSD of such desire, cause the removal of such person or persons.

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

(a) Requesting that OUSD employee(s) evaluate the CONTRACTOR and the CONTRACTOR's employees and subcontractors and each of their performance.

(b) Announced and unannounced observance of CONTRACTOR, CONTRACTOR's employee(s), and/or subcontractor(s).

5. CONDUCT OF CONTRACTOR.

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

The District certifies to the best of its knowledge and belief, that it and its principals: Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, verifies that this vendor does not appear on the Excluded Parties List. [_ \(https://www.sam.gov\)](https://www.sam.gov)

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

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

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

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

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

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

- a) Administration, faculty, and staff of OUSD
- b) OUSD central administration departments
- c) Parents/Guardians
- d) Youth
- e) Community organization and public agencies
- f) OUSD After School Program Office

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 preceding paragraph.

9. **INSURANCE**

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

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

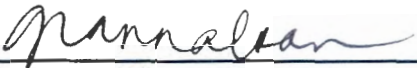
9.2 The above policies of insurance shall be written on forms acceptable to the Risk Manager of the Oakland Unified School District and endorsed to name the Oakland Unified School District, its officers, employees, volunteers or agents, as additional insured. Said Additional Insured endorsement shall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

ADDITIONAL ADDENDUM(S) ATTACHED

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


- | Yes | No | |
|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | ASES / 21st CCLC PROGRAM GRANTS (Elementary / Middle) |
| <input type="checkbox"/> | <input type="checkbox"/> | 21st CCLC ASSET GRANT (High School) |
| <input type="checkbox"/> | <input type="checkbox"/> | FIELD TRIPS ONLY |

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



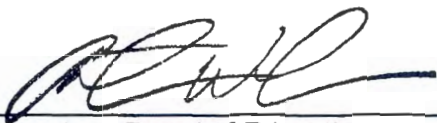
CONTRACTOR

Date: 6/2/15



President, Board of Education
Oakland Unified School District

Date: 6/25/15



Secretary, Board of Education
Oakland Unified School District

Date: 6/25/15

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

2015-2016 Units of Service for Lead Agency: East Bay Asian Youth Center

Lead Agency Unit of Service

After School Services include:

After school program set up at school site and coordination of comprehensive services to ensure ASES and 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 80 Elementary students: \$94,000

Option B: services for up to 115 Elementary students: \$135,000

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

Option D: services for up to 165 Elementary students: \$195,000

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

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

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

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

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

- 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

Option 1 Unit of Service: Family Support Garfield

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

Cost: \$60,000

Option 2 Unit of Service: Full Service Community School Garfield

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

Cost: \$99,000

Option 3 Unit of Service: Case Management Support Roosevelt

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

Cost: \$50,000

Option 4 Unit of Service: Full Service Community School Roosevelt

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

Cost: \$25,000

Option 5 Unit of Service: Roosevelt Summer

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

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

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

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

Cost: \$15,000

Option 7 Unit of Service: Elementary Summer

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

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

Option 8 Unit of Service: Other Enrichment Service

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

Cost: \$300,000

ADDENDUM

Legislative File ID #15-1153

Master Memorandum of Understanding East Bay Asian Youth Center

The following documents are included with Master Memorandum of Understanding:

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

| |
|--|
| Name of Additional Insured Person(s) Or Organization(s) |
| Oakland Unified School District |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. |

| | | | | | |
|--|---|---|-----------|---|--|
| <p>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.</p> | | | | | |
| <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 5%; padding: 2px;">A.</td> <td style="padding: 2px;">In the performance of your ongoing operations; or</td> </tr> <tr> <td style="padding: 2px;">B.</td> <td style="padding: 2px;">In connection with your premises owned by or rented to you.</td> </tr> </table> | A. | In the performance of your ongoing operations; or | B. | In connection with your premises owned by or rented to you. | |
| 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 - 2015-2016 OUSD Budget

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



EBAYC

EAST BAY ASIAN YOUTH CENTER

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

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

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

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

EBAYC Service Strategies

Juvenile Justice

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

High Quality Schools

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

Community Development

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

SAM Search Results
List of records matching your search for :

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

| | | |
|------------------------------|-----------------------------|------------------------------|
| ENTITY | EAST BAY ASIAN YOUTH CENTER | Status:Active |
| DUNS: 867936601 | +4: | CAGE Code: 4QB11 DoDAAC: |
| Expiration Date: Apr 3, 2016 | Has Active Exclusion?: No | Delinquent Federal Debt?: No |
| Address: 2025 E 12TH ST | | |
| City: OAKLAND | State/Province: CALIFORNIA | |
| ZIP Code: 94606-4925 | Country: UNITED STATES | |