

Board Office Use: Legislative File Info.	
File ID Number	12-2817
Introduction Date	11/14/12
Enactment Number	12-2864
Enactment Date	11-14-12 <i>lf</i>



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

Memo

To Board of Education

From Tony Smith, Ph.D., Superintendent *VEA for T.S.*
By: Maria Santos, Deputy Superintendent, Instruction, Leadership & Equity-in-Action
Vernon Hal, Deputy Superintendent, Business & Operations

Board Meeting Date
(To be completed by Procurement) November 14, 2012

Subject Individual Service Agreement - Master Memorandum of Understanding - East Bay Asian Youth Center (contractor) - 175/Manzanita Seed Elementary School (site)

Action Requested Approval of the Individual Service Agreement to the Master Memorandum of Understanding (MOU) between District and East Bay Asian Youth Center, for services to be provided primarily to 175/Manzanita Seed 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 27, 2012 (Enactment number 12-1876).

Discussion
One paragraph summary of the scope of work. Approval by the Board of Education of an Individual Service Agreement to the Master Memorandum of Understanding (MOU) between the District and East Bay Asian Youth Center, Oakland, CA, for the latter to provide their Menu Option A-Lead Agency Unit for Arts, Recreation, Leadership and Family Literary activities in its capacity as a Comprehensive After School Program Lead Agency at Manzanita Seed Elementary School for the period of July 1, 2012 through August 31, 2013, in an amount not to exceed \$27,644.00, pursuant to the terms and conditions as specified in the MOU.

Recommendation Approval by the Board of Education of an Individual Service Agreement to the Master Memorandum of Understanding (MOU) between the District and East Bay Asian Youth Center for the latter to provide Arts, Recreation, Leadership and Family Literary activities in its capacity as a Comprehensive After School Program Lead Agency at Manzanita Seed Elementary School for the period July 1, 2012 through August 31, 2013.

Fiscal Impact Funding Resource: 6010/After School Education and Safety (ASES) Grant in an amount not to exceed \$27,644.00.

Attachments

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

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OAKLAND UNIFIED SCHOOL DISTRICT

Community Schools, Thriving Students

INDIVIDUAL SERVICE AGREEMENT (ISA) 2012-2013

MASTER MOU INFORMATION			
VENDOR NAME	East Bay Asian Youth Center		
VENDOR #	V012162	ENACTMENT #	12-1876
SITE / DEPT NAME	Manzanita SEED	SITE #	175
OUSD STAFF CONTACT - EMAILS ABOUT THIS CONTRACT SHOULD BE SENT TO:		renee.mcmeam@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 Service, Option A	K - 5	\$27,644.00	1	\$27,644.00
		\$		\$
		\$		\$
TOTAL AMOUNT				\$27,644.00
IF FEE DOES NOT EQUAL RATE PER UNIT MULTIPLIED BY DESIRED UNITS, EXPLAIN REASON FOR ALTERED RATE:				

BUDGET INFORMATION					
REQUISITION NUMBER		START DATE	07/01/2012	END DATE	08/31/2013
RESOURCE #	RESOURCE NAME	ORG KEY	AMOUNT		
6010	ASES	1751553401	\$27,644.00		
			\$		
			\$		

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	EBAYC - Gianna Tran	TITLE	Deputy Executive Director
SIGNATURE		<i>Gianna Tran</i>	DATE	7/10/12
OUSD SITE ADMINISTRATOR	NAME	Katherine Carter	TITLE	Principal
SIGNATURE		<i>Katherine Carter</i>	DATE	7/16/12

APPROVAL				
IF USING FUNDS REVIEWED BY STATE AND FEDERAL PROGRAMS OR Quality Community School Development				
SPSA ACTION ITEM NUMBER: _____ OR, SPSA MODIFICATION DOCUMENTATION ATTACHED				
RESOURCE MANAGER, if using funds managed by:				
<input type="checkbox"/> State and Federal <input type="checkbox"/> Quality Community School Development <input checked="" type="checkbox"/> After School Programs				
SIGNATURE		<i>Julia Hong Ma</i>	DATE	7-13-12
SIGNATURE			DATE	
NETWORK OR DEPARTMENT EXECUTIVE OFFICER				
SIGNATURE		<i>[Signature]</i>	DATE	7/16/12
PRESIDENT AND THE SECRETARY OF THE BOARD OF EDUCATION				
SIGNATURE		<i>[Signature]</i>	DATE	11/15/12
SIGNATURE		<i>[Signature]</i>	DATE	11/15/12

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
2012 - 2013

SECTION 1: School Site Information

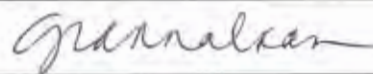
School Site: Manzanita SEED

Date: 5/07/2012

Principal Signature:



Lead Agency Signature:



After School Site Coordinator Name (if known at this time): Simone Delucchi

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

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

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

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

1. Attendance
2. Student Leadership
3. Family & Community Engagement
4. Health & Wellness

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>	What short-term outcomes will you expect from your efforts by the end of the school year?	<i>What data will be collected to measure these outcomes?</i>
High School Graduation: How many more Oakland children are graduating from high school?	The ASP will provide engaging lessons targeting high leverage standards. The students will be taught to reflect on their own learning, and identify behaviors that help them learn.	Students will be able to explain what skills they have mastered and why.	Teachers will document student feedback at the bottom of their weekly lesson plans.
Satisfactory School Day Attendance: How many more Oakland children are attending school 95% or more?	The ASP will focus on the character trait of collaboration. Students will depend on students to come to school in order to meet goals. When students feel needed they will be more likely to attend.	We expect that the attendance in the ASP will be significantly better than that of the students only attending the school day program.	We will compare the attendance of the school to that of the ASP at the end of the school year.
Job Skills/Career readiness: How many more students have meaningful internships and/or	The ASP will focus on the character trait of collaboration while	We expect to students deescalating their own disagreements and students	We will track the number of students removed from the

paying jobs?	designing and implementing lessons. These inter-personal skills will make the students more desirable candidates for jobs and internships.	learning to work together toward common goals. Because of this, fewer students will be sent out of the classroom during the ASP.	classroom because of misbehavior. The data will show that over the span of the school year less students will be removed from the learning environment.
Health and Well-being: How many more Oakland children have access to, and use, the health services they need?	The fifth graders in the ASP will be given information about health services available in the community. They will create a health fair for the other children and families in the program. This could include posters, skits, and flyers.	The students and families that participate will learn more about the services available in the community.	ASP will keep track of the health fair attendance.

SECTION 4: Program Model and Lead Agency Selection

For 2012-2013, my site will operate the following program model:

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

Description and Rationale for Selection of Lead Agency

Describe how the selected Lead Agency partner will support the school's plans for Full Service Community School development. Note: If school is managing program, site is considered to be the Lead Agency. In this case, describe how the hired After School Site Coordinator will support school plans for FSCS development.)

The East Bay Asian Youth Center (EBAYC) is a community-building organization dedicated to inspiring young people to be life-long builders of a just and compassionate multi-cultural society. EBAYC works with all young people who live in low-wealth neighborhoods that have a significant population of Asian families. EBAYC is governed by a 32-member Board of Directors, which is comprised of 14 youth and 14 parents representing seven major EBAYC programs, and 4 EBAYC alumni. EBAYC works to improve the quality of education in our neighborhood schools by organizing partnerships that help transform each school into a "Community School". Our Community Schools: 1) provide young people after-school academic support, summer enrichment education & public service internships; 2) support families with medical & mental health services, home outreach & case

management, and parent education & family economic support services; and 3) engage parents and young people to be effective leaders for school improvement. EBAYC works in partnership with Garfield Elementary School, Franklin Elementary School, Manzanita SEED & Manzanita Community School, Bella Vista Elementary School, La Escuelita Elementary School, Roosevelt Middle School, and Oakland High School. EBAYC supports families to lead community efforts to improve their schools and their neighborhood. Parents and young people have successfully organized to win the expansion of neighborhood-based pre-school, after-school, and summer programs; construction renovation of schools, schoolyards, parks, and pedestrian corridors; and creation of new affordable housing and employment opportunities for neighborhood residents.

SECTION 5: ATTENDANCE, PROGRAM DATES, AND PROGRAM SCHEDULE

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

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

Required # of Program Days your program will operate during School Year 2012-2013:	180 days required*
Projected Daily Attendance during School Year 2012-2013:	120 Students Per Day

Program Schedule

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

** CDE allows programs to close for a maximum of 3 of these days during the school year for professional development.*

SECTION 6: Academics

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

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

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

Academic activities should be aligned with school goals and support specific student achievement needs defined by the school.

Activities should be based on sound instructional strategies aligned with the regular school day program.

	Target Population	Academic Support (choose one)	CSSSP goal(s) or school need supported by activity	Measurable Outcomes	Description of program/activity	Instructional Strategies
1	All ASP Students	<input checked="" type="checkbox"/> Homework Support <input type="checkbox"/> Tutoring <input type="checkbox"/> Skill Building <input type="checkbox"/> Academic Intervntn <input type="checkbox"/> Other	Students need sufficient practice of skills identified in the homework, time to read, and access to books to preform on grade level.	Increased Homework completion as reported by school day teachers, Increase in understanding of concepts taught during the school day.	Home Work Club: All SEED ASP students work on home work Daily. (Written home work and SSR or have Literacy Circle for K Students.)	Peer tutoring Access to a leveled library. Teacher modeling
2	All ASP Students	<input type="checkbox"/> Homework Support <input type="checkbox"/> Tutoring <input checked="" type="checkbox"/> Skill Building <input type="checkbox"/> Academic Intervntn <input type="checkbox"/> Other	Many students in the ASP have been identified as needing additional support and reinforcement of specific skills in order to master those skills.	Increase in understanding of concepts taught during the school day, Positive gains in classroom assessments & CST	Math/ELA Skill Building/Science: ASP teacher teach fun academic skill building lessons that include large group activities, small group activities, and activity centers.	Identified and posted learning targets Long term targets identified with supporting targets
3	BB/FBB, ELL 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	Providing intervention will enable students to meet the instructional goals.	Increase in reading comprehension scored as measured by quarterly DIBLES assessments gathered by school day teachers	Students will be grouped by reading level as determined by DIBLES (information will be gathered by school day teacher.)	ASP teachers will become trained in guided reading
4	Early Intervention K/1	<input type="checkbox"/> Homework Support <input type="checkbox"/> Tutoring <input checked="" type="checkbox"/> Skill Building K <input checked="" type="checkbox"/> Academic Intervention 1	Providing intervention will enable students to meet the instructional	Students will recognize the letter sounds to automaticity	Teacher and students will use the sound spelling cards and body movements to	K_1 ASP teachers will use Body Coding

		<input type="checkbox"/> Other	goals.		enable students to memorize the sounds and corresponding letter or letters.	
5		<input type="checkbox"/> Homework Support <input type="checkbox"/> Tutoring <input type="checkbox"/> Skill Building <input type="checkbox"/> Academic Intervntn <input type="checkbox"/> Other				

SECTION 7: ENRICHMENT & PHYSICAL ACTIVITY / RECREATION

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

Type of Enrichment	Rationale	CSSSP goal(s) or school need supported by activity	Brief Description	Targeted Skills	Measurable Outcome
Inferno Youth Drama Club	<input checked="" type="checkbox"/> Student Identified <input checked="" type="checkbox"/> School Identified <input checked="" type="checkbox"/> Parent Identified <input type="checkbox"/> Other (specify)	SEED is an arts anchor school committed to developing students' artistic abilities.	Students work together along side theater professionals to develop original works that reflect the thoughts and opinions of SEED youth. Drama students also have the choice of participating in Inferno Theatre's main stage productions.	<input type="checkbox"/> College/Career Readiness <input checked="" type="checkbox"/> Social Skills/Conflict Res. <input checked="" type="checkbox"/> Leadership <input type="checkbox"/> Academic (specify) <input type="checkbox"/> Health/Fitness <input type="checkbox"/> Other (specify)	Increased students leadership during school day and after school. Increased students voice on Manzanita Campus. 2-3 culminating performances that reflect the viewpoint of Manzanita SEED youth.
The Dream Space (Architecture /Visual Art)	<input checked="" type="checkbox"/> Student Identified <input checked="" type="checkbox"/> School Identified <input type="checkbox"/> Parent Identified <input type="checkbox"/> Other (specify)	SEED is an arts anchor school committed to developing students' artistic abilities.	Students work with a professional Architect/Visual Art Teacher to create 1. Set for the Inferno Youth Drama Club 2. Permanent art installations on the	<input checked="" type="checkbox"/> College/Career Readiness <input checked="" type="checkbox"/> Social Skills/Conflict Res. <input checked="" type="checkbox"/> Leadership <input type="checkbox"/> Academic (specify) <input type="checkbox"/> Health/Fitness <input type="checkbox"/> Other (specify)	Increased student's leadership during school day and after school.

			Manzanita Campus.		
Bilingual Choir	X Student Identified X School Identified X Parent Identified <input type="checkbox"/> Other (specify)	SEED is an arts anchor and dual immersion school committed to developing students' artistic and language abilities.	Students learn songs in English and Spanish. Student work collaboratively to write original lyrics. This music class features a social justice theme.	<input type="checkbox"/> College/Career Readiness X Social Skills/Conflict Res. X Leadership <input type="checkbox"/> Academic (specify) <input type="checkbox"/> Health/Fitness <input type="checkbox"/> Other (specify)	
Prescott Circus Theater	X Student Identified <input type="checkbox"/> School Identified X Parent Identified <input type="checkbox"/> Other (specify)	SEED is an arts anchor school committed to developing students' artistic abilities.	Students from SEED and MCS collaborate with circus teachers to create a unique performance that includes slap stick comedy, juggling, unicycle, stilt walking and tumbling.	<input type="checkbox"/> College/Career Readiness X Social Skills/Conflict Res. X Leadership <input type="checkbox"/> Academic (specify) <input type="checkbox"/> Health/Fitness <input type="checkbox"/> Other (specify)	Increased students leadership during school day and after school.
Team Sports	X Student Identified <input type="checkbox"/> School Identified <input type="checkbox"/> Parent Identified <input type="checkbox"/> Other (specify)	CSSSP goals reflect the need to teach students how to engage in a healthy life style.	Students practice various team sports including soccer, flag football, basketball, volleyball and tennis. Training includes learning basic rules of each game, practicing drills and scrimmaging with peers.	<input type="checkbox"/> College/Career Readiness X Social Skills/Conflict Res. <input type="checkbox"/> Leadership <input type="checkbox"/> Academic (specify) X Health/Fitness <input type="checkbox"/> Other (specify)	Increased students leadership during school day and after school. Less peer to peer conflict on school yard during recess.

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, and increase their ability to support their student's learning and development.

Type of Activity	CSSSP goal(s) or school need supported by	Brief Description	Measurable Outcome	Alignment with school day family engagement / family
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	activity			literacy efforts or resources
Family Reading Night	<p>Satisfactory School Day Attendance:</p> <p>When students are engaged in their learning, have an audience to share their new understandings, and see their parents value literacy their attendance will improve.</p>	<p>Students and families enjoy a pizza dinner, free books for kids, pair share reading and professional story telling.</p>	<p>More students parent involvement on SEED Campus.</p>	<p>Manzanita SEED has family/community integration as a core value. SEED ASP is intentionally used as a vehicle for family engagement opportunities.</p>
ASP Science Night	<p>Satisfactory School Day Attendance:</p> <p>When students are engaged in their learning and have an audience to share their new understandings their attendance will improve.</p>	<p>4th & 5th grade ASP students from Manzanita SEED and Community Schools collaborate to host a science event where they demonstrate science experiments and have Q &A with family and community members about their experiments.</p>	<p>More students parent involvement on SEED Campus</p>	<p>Manzanita SEED has family/community integration as a core value. SEED ASP is intentionally used as a vehicle for family engagement opportunities.</p>
Manzanita Campus Health Fair	<p>Health and Well-being:</p> <p>Provides Oakland children with access to, and use of, the health services they need.</p>	<p>SEED ASP collaborates with Manzanita Wellness Champions & Samuel Merritt University to host an interactive Health Fair on the Manzanita Campus. The activities offered at this event range from blood</p>	<p>More students parent involvement on SEED Campus</p>	<p>Manzanita SEED has family/community integration as a core value. SEED ASP is intentionally used as a vehicle for family engagement opportunities. SEED is also an OUSD Flagship School for health and</p>

		pressure screenings to making you own smoothie on a human powered bike blender.		wellness promoting the OUSD wellness policy to SEED families as a guide to healthy living.
SEED Health and Wellness Workshop	Health and Well-being: Provides Oakland children with access to, and use of, the health services they need.	This in an interactive parent/student workshop that includes yoga and improvisational movement, developing positive affirmations for families around how to make healthy food choices as a family. This workshop concludes with a healthy family style dinner and cooking demonstration by OUSD Nutrition Services.	More students parent involvement on SEED Campus	Manzaita SEED has family/community integration as a core value. SEED ASP is intentionally used as a vehicle for family engagement opportunities. SEED is also an OUSD Flagship School for health and wellness promoting the OUSD wellness policy to SEED families as a guide to healthy living.

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 Plan 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.	School day teachers provide ASP director with a student referral list based on attendance. ASP director works with SARB Coordinator to obtain additional students referrals classroom teachers may have missed.
b) Inform parents about the importance of attendance and encourage parents to help each other get their students to class.	ASP Director educates incoming families about the impact chronic absenteeism has on student achievement during mandatory ASP Parent Orientations. ASP staff is intentional about relationship building with students and families that have attendance issues to better understand a family's needs and possibly use their individual influence to help parents make attendance at school a priority for their children.
c) Track students with poor program attendance and reach out to find out why and how attendance could be improved.	ASP Teachers will track student attendance weekly and submit a list of student who miss program at least one time per week. ASP teachers will make first contact regarding students by a phone call or during program sign-out times. If a student continues to regularly miss program the ASP director will call families to find out what kind of support is needed to improve student attendance.
d) Celebrate good attendance and/or offer meaningful incentives to attract and reward students for attending our program.	ASP Director and teachers develop classroom incentives that reward students with high attendance. Each class will celebrate with a perfect attendance award each month of the school year.
SECTION 10: 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	X COST team (Coordination of Services Team) X SST (Student Study Team) X SSC (School Site Council)

<p>order to increase alignment between after school and school day efforts?</p>	<p><input type="checkbox"/> ELT (Educational Leadership Team) <input type="checkbox"/> PTA X Attendance Team/Workgroup X CSSSP (Community School Strategic Site Planning) team X School Culture/Climate Committee <input type="checkbox"/> Other (specify)</p>
<p>List key community partners whom you will actively collaborate with to accomplish the goals of your program.</p>	<p>SEED After School will collaborate with the following organizations and agencies to accomplish program goals: EBAYC, Learning for Life, Prescott Circus Theater, Inferno Theatre, Rock Paper Scissors, Alameda County Nutrition Services, STEM Science Programs, The Manzanita Community Coalition, Boy Scouts, Manzanita Community School, UC Berkeley SAGE Mentoring Program, UpwardRoots, OPR, OCO and Thrift Recycling.</p>
<p>Identify other service providers and support personnel at your school (ie. school psychologist, School Based Health Center staff, counselor, mental health therapist, school nurse, parent liaison, etc.) whom you will actively collaborate with to accomplish the goals of your program.</p>	<p>SEED ASP will actively collaborate with the following to accomplish program goals: Katherine Carter- SEED Principal Zoe Mathews – SEED Wellness Champion Sam Davis – SEED Family Coordinator Zara Devera – School Psychologist Wright Institute Counseling Group Interns Nenh Tien – School Nurse Katy Nunez-Adler – OCO Organizer of Manzanita LOC Karl McHenry – School Custodian Dale Eilers – SEED Academic Liaison Jason Guinto – MCS ASP Director Freddie Morris – Manzanita Rec, Center Director</p>

2012-13 After School Enrollment Policy for Manzanita SEED 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
BB/FBB Students	CST Scores & DRI Assessments	
ELL Students	Home Language Information	
Teacher Referrals for Social/Emotional	Teacher/Principal Input	
Working Parents	Parent Request	

Grade levels prioritized for programming: Kindergarten-5th Grades

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 2012. Indicate how families will be notified of 2012-13 enrollment before the last day of school, June 16, 2012.)

Timeline	After School Enrollment Steps/Process	Individual(s) responsible
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May 15th 2012	2012-13 ASP Applications Are Available	Program Director
May 15th – June 15th 2012	Pre-registration for SEED ASP for 2012-13	Program Director
August 15th-30th 2012	ASP Parent Orientations	Program Director/Family Coord.
August 30th-Ongoing	ASP Parent Orientations for Late Enrollees	Program Director/Family Coord.
Ongoing for 2012-13	Monthly Review of ASP Attendance	Program Director & ASP Staff
Ongoing for 2012-13	Monthly Review of ASP Wait List	Program Director and SEED Principal/Teachers

Important dates to include in your timeline:

- April – June: Spring enrollment for 2012-13 programs. *Schools that are receiving students from School Closures must also outreach to these new families in the Spring, so that they also have a fair chance to participate in the After School program at their new school.*
- Families will be notified of 2012-13 after school enrollment before the last day of school, June 15, 2012.
- 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, 2012.
- All programs must maintain waitlists after program slots are filled.

Principal Signature: _____

KM Casida

Lead Agency Signature: _____

Mannalcar

2012-13 Assurances for Grant Compliance and After School Alignment with School Day

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

Principal initials	Lead Agency initials	2012 - 13 Assurances for Grant Compliance and After School Alignment with School Day
KMC	tg	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.
KMC	tg	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.
KL	tg	Site Administrator will meet regularly with Site Coordinator to ensure program is meeting identified goals.
KL	tg	Site will share student outcome data to better refine program (Attendance data, EduSoft, Report Cards, IEP's, etc).
KL	tg	Site Administrator and lead agency rep/site coordinator have reviewed the Academic Liaison role description. Site will identify a certificated, qualified individual to serve as the program's Academic Liaison and to fulfill all responsibilities outlined in the role description.
KL	tg	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.
KL	tg	Site will invite Site Coordinator to participate on SSC, COST, SST, and CSSSP team to ensure coordination of services.
KL	tg	Site will coordinate the use of facilities and site level resources in support of program goals.
KL	tg	Site will provide Site Coordinator with office space that includes access to internet and phone.

Principal Signature: KM Carson

Lead Agency Signature: Grannalean

After School Safety and Emergency Planning for 2012-13

After School Safety and Emergency Planning

A) Will the site have an Emergency Plan that incorporates the After School Program?

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.

1. All ASP Staff will be trained in school safety procedures during ASP Staff orientations in August 2012. This safety training will include Emergency Lockdown Procedures, CPR & First Aid, Basic program safety (ex: yard coverage, taking daily attendance, sign-out procedures, and walkie-talkie use.), Earthquake/Natural Disaster Readiness.

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

Yes No

Facility Keys

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

Yes No

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

SSO Staffing: (check one)

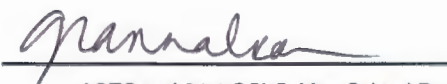
Site has a school day SSO who can accommodate after school related work as part of their regular salary.

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

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

Principal Signature: _____

Lead Agency Signature: _____





2012-2013 Elementary/Middle School After School Program Budget

5825								
	Total services		\$0	\$26,656	\$47,144	\$0	\$0	\$0
IN-KIND DIRECT SERVICES								
							\$0	\$0
							\$0	
	Total value of in-kind direct services					\$0	\$0	\$0
LEAD AGENCY ADMINISTRATIVE COSTS								
	Lead Agency admin (4% max of total contracted \$)			\$988	\$5,186			\$0
SUBTOTALS								
	Subtotals DIRECT SERVICE	87	\$71,203	\$26,656	\$47,144	\$0	\$0	\$0
	Subtotals Admin/Indirect	13	\$13,653	\$988	\$5,186	\$0		\$0
TOTALS								
	Total budgeted per column		\$84,856	\$27,644	\$52,330	\$0	\$0	\$0
	Total BUDGETED	100	\$112,500	\$52,330	\$0	\$0	\$0	\$0
	BALANCE remaining to allocate		\$0	\$0				
	TOTAL GRANT AWARD/ALLOCATION TO SITE		\$112,500	\$52,330				

ASES MATCH REQUIREMENT:	
ASES requires a 3:1 match for every grant award dollar awarded.	
Total Match amount required for this grant:	37,500
Facilities count toward 25% of this match requirement:	9,375
Remaining match amount required:	28,125
Match should be met by combined OFCY funds, other site funds, private dollars, and in-kind resources. This total equals:	52,330
Total Match amount left to meet:	-24,205

Required Signatures for Budget Approval:

Principal:	
Lead Agency:	

SEED ASP 2012-13 Program Schedule

Monday	Tuesday	Wednesday	Thursday	Friday
2:45-4:00	2:45-4:00	1:30-2:30	2:45-4:00	2:45-4:00
Homework Club	Homework Club	Homework Club	Homework Club	Homework Club
4:00-4:30	4:00-4:30	2:30-3:00	4:00-4:30	4:00-4:30
Snack/Recess	Snack/Recess	Snack/Recess	Snack/Recess	Snack/Recess
4:30-5:30	4:30-5:30	3:00-5:30	4:30-5:30	4:30-5:30
Enrichment Activities	Enrichment Activities	Enrichment Activities	Enrichment Activities	Enrichment Activities
5:30-6:00	5:30-6:00	5:30-6:00	5:30-6:00	5:30-6:00
Closing Activities	Closing Activities	Closing Activities	Closing Activities	Closing Activities



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/20/12

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

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


PRODUCER CCI Financial & Ins. Solutions License #0381624 P. O. Box 5078 San Ramon, CA 94583-1328 George Yin	925-866-7050	CONTACT NAME: _____ PHONE (A/C, No. Ext): 925-866-8275 E-MAIL ADDRESS: _____	FAX (A/C, No.): _____
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED East Bay Asian Youth Center 2025 E 12th St Oakland, CA 94608	INSURER A: Great American Insurance		
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

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

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

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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Oakland Unified School District, City of Oakland, its Councilmembers, directors, officers, agents, and employees and volunteers are named as additional insured per the attached endorsement.
Replaces certificate issued 5/31/12.

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

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Additional Insured Person(s) Or Organization(s)
Oakland Unified School District, City of Oakland, its councilmembers, directors, officers, agents, employees and Volunteer's 150 Frank H Ogawa Plaza #4340 Oakland, Ca 94612
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>		
A. In the performance of your ongoing operations; or		
B. In connection with your premises owned by or rented to you.		

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

Lead Agency Unit of Service

After School Services include:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

and secure after school environment.

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

Title One Attendance Case Management Unit of Service:

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

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

Cost: \$60,000

Title One Family Support Unit of Service:

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

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

Cost: \$25,000

Public Health Academy Unit of Service:

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

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

Cost: \$18,000

EPLS

Excluded Parties List System

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

Your search returned no results.

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



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

OAKLAND UNIFIED SCHOOL DISTRICT
Office of the Board of Education
June 27, 2012

TO: Board of Education

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

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

ACTION REQUESTED

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

BACKGROUND

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

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



DISCUSSION

Vendor: East Bay Asian Youth Center

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

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

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

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

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

FISCAL IMPACT

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



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

RECOMMENDATION

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

ATTACHMENTS: Master MOU

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



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

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

1. INTENT

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

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

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

2. TERMS AND CONDITIONS

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

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

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

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

3. ADMINISTRATION OF MASTER MOU.

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

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

3.2 Notices to CONTRACTOR shall be addressed as indicated:

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

4. AREAS OF AUTHORITY

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

4.2 **Independent Contractor.** This is not an employment contract. CONTRACTOR, is an independent contractor or business entity, and will be responsible for operations and management of its employees to sufficiently carry out the agreed upon Scope of Work. CONTRACTOR understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of OUSD, and are not entitled to benefits of any kind or nature normally provided or entitled to employees of OUSD, including, but not limited to, State Unemployment Compensation or Worker's Compensation. CONTRACTOR shall assume full responsibility for payment of all Federal, State, and local taxes or contributions necessary to do business in the State of California, including unemployment insurance, social security and income taxes with respect to CONTRACTOR's employees. In the performance of the work herein contemplated, CONTRACTOR is an independent contractor, with the sole authority for controlling and directing the performance of the details of the work, OUSD being interested only in the results obtained.

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

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

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

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

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

employee, representative or agent from the OUSD school site and, or property, CONTRACTOR shall immediately upon receiving notice from OUSD of such desire, cause the removal of such person or persons.

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

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

5. CONDUCT OF CONTRACTOR.

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

The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals: Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, verifies that this vendor does not appear on the Excluded Parties List. (<https://www.epls.gov/eplis/search.do>)

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

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

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

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

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

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

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

6. SCOPE OF WORK.

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

7. INVOICING.

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

I personally reviewed this invoice dated _____.

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

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

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

8. INDEMNIFICATION

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

9. INSURANCE

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

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

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

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

ADDITIONAL ADDENDEM(S) ATTACHED

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

Yes No

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

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

Mendelson
CONTRACTOR

Date: 5/23/12

Wdy Linder
President, Board of Education
Oakland Unified School District

Date: 6/28/12

Jan Kaktans, Jr.
Secretary, Board of Education
Oakland Unified School District

Date: 6/28/12

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

Lead Agency Unit of Service

After School Services include:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

and secure after school environment.

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

Title One Attendance Case Management Unit of Service:

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

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

Cost: \$60,000

Title One Family Support Unit of Service:

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

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

Cost: \$25,000

Public Health Academy Unit of Service:

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

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

Cost: \$18,000

Roosevelt Summer Bridge Unit of Service:

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

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

Cost: \$35,035

Rev. Budget

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

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



EASTBAA OP ID: AU

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/31/12

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

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

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

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

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

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

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

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

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

© 1988-2010 ACORD CORPORATION. All rights reserved.

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

	<u>School</u>	<u>Funding Source</u>	<u>Amount</u>
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