

Board Office Use: Legislative File Info.	
File ID Number	15-0563
Introduction Date	4/22/15
Enactment Number	15-0561
Enactment Date	4/22/15



**OAKLAND UNIFIED
SCHOOL DISTRICT**

Community Schools, Thriving Students

Memo

To Board of Education
From Antwan Wilson, Superintendent

Board Meeting Date
(To be completed by Procurement) 4/22/15

Subject Amendment No. 1 - Individual Service Agreement - Master Memorandum of Understanding - East Bay Asian Youth Center (contractor) - 353/Oakland International High School (site)

Action Requested Approval of Amendment No. 1 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 353/Oakland International High 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 25, 2014 (Enactment number 14-1397).

Discussion
One paragraph summary of the scope of work. Approval by the Board of Education of Amendment No. 1 to the Individual Service Agreement to the Master Memorandum of Understanding (MMOU) between the District and East Bay Asian Youth Center, Oakland, CA, for the latter to provide Menu of Service Option G for Lead Agency Unit of Service for increased services for after school enrichment in the after school program at Oakland International High School for the period of July 1, 2014 through August 21, 2015, in the amount of \$13,596.00, increasing the agreement from \$228,238.00 to an amount not to exceed \$241,834.00. All terms and conditions of the MMOU remain in full force and effect.

Recommendation Approval by the Board of Education of Amendment No. 1 to the Individual Service Agreement to the Master Memorandum of Understanding (MMOU) between the District and East Bay Asian Youth Center for the latter to provide a range of services, including assessment of the school community's needs and assets, coordination of all student and family support services, and other services for the Community Schools and Student Services Department for the period July 1, 2014 through August 21, 2015.

Fiscal Impact Funding Resource: 4124/21st CCLC ASSETS Core Funding in an amount not to exceed \$13,596.00.

Attachments

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

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OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

INDIVIDUAL SERVICE AGREEMENT (ISA) AMENDMENT No 1

AGREEMENT TO PURCHASE ADDITIONAL SERVICES UNDER A MASTER MEMORANDUM OF UNDERSTANDING

This Amendment is entered into between the Oakland Unified School District (OUSD) and East Bay Asian Youth Center (CONTRACTOR). OUSD entered into an Agreement with CONTRACTOR for services on July 1, 2014, and the parties agree to amend that Agreement as follows:

MASTER MOU – ORIGINAL ISA INFORMATION			
VENDOR NAME	East Bay Asian Youth Center	LEGISTAR FILE ENACTMENT #	
SITE NUMBER / NAME	Oakland International High School	AMOUNT OF ORIGINAL ISA	\$ 228,238.00
Original ISA Contract, or most recent ISA Contract Amendment period: July 1, 2014 (from date) to June 30, 2015 (end date).			

ORDER OF ADDITIONAL SERVICES – SELECT APPROPRIATE BOX

Increase in the amount of services (days, hours, etc) of same type of service purchased in the original ISA.

Service	Option G	Fee	\$ 241,834.00	UNITS OF SERVICE	.06	\$ 13,596.00
Service		Fee	\$	UNITS OF SERVICE		\$
Service		Fee	\$	UNITS OF SERVICE		\$
Subtotal						\$ 13,596.00

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

Purchase New Type of Service.

Service		Fee	\$	UNITS OF SERVICE		\$
Service		Fee	\$	UNITS OF SERVICE		\$
Service		Fee	\$	UNITS OF SERVICE		\$
Subtotal						\$ 0.00

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

Increasing the ISA Not to Exceed Amount to: \$ 241,834.00

The Term (Duration) of the Individual Service Agreement remains unchanged.
 The Term (Duration) has changed: The contract term is extended by an additional _____ (days/weeks/months), and the amended expiration date is _____.

ISA Amendment History:

There are no previous amendments to this ISA. This ISA has previously been amended as follows:

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

This is an Individual Services Agreement between a vendor and a school site or department to purchase services under a Master MOU. This is a contract for services, its execution by an authorized OUSD agent commits OUSD to pay for services provided by CONTRACTOR under the terms and conditions of the Master MOU attached and incorporated herewith, subject to this ISA Amendment being approved by the Board of Education.

VENDOR	NAME	Gianna Tran	TITLE	Deputy Executive Director
SIGNATURE			DATE	
OUSD SITE ADMINISTRATOR	NAME	Carmelita Reyes	TITLE	Principal
SIGNATURE			DATE	1/1

APPROVAL BY THE BOARD OF EDUCATION	
PRESIDENT OF THE BOARD OF EDUCATION	DATE 4/23/15
BOARD OF EDUCATION	DATE 4/23/15



Individual Service Agreement (ISA) Amendment Routing Form

Basic Directions

Services beyond the Individual Service Agreement cannot be provided until the amendment has been fully approved and the Purchase Order amount has been increased by Procurement.

1. Contractor and OUSD contract originator reach agreement to increase services provided under the Master MOU.
2. Contractor and OUSD contract originator complete ISA amendment together. Please insert the amendment number (i.e. if this is the first ISA amendment enter "1," second enter "2," etc.) at the top of the ISA amendment.
3. OUSD contract originator **creates new requisition with the original PO number referenced in the item description.**
4. OUSD contract originator submits ISA amendment packet for approval within 10 days of creating the requisition.

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

Attachment Checklist	<input checked="" type="checkbox"/> ISA amendment packet including Board Memo, ISA amendment form, Menu of Services <input checked="" type="checkbox"/> Copy of original Individual Service Agreement <input type="checkbox"/> Copy of Prior Amendments, If Any.
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OUSD Staff Contact Emails about this ISA amendment should be sent to: _____

VENDOR INFORMATION

CONTRACTOR NAME	East Bay Asian Youth Center	CITY	Oakland	STATE	CA
SITE /DEPT NAME	Oakland International High School	SITE #	353		

BUDGET INFORMATION

IF USING FUNDS REVIEWED BY STATE AND FEDERAL PROGRAMS OR SCHOOL PORTFOLIO MANAGEMENT:

SPSA ACTION ITEM NUMBER: _____ OR SPSA MODIFICATION DOCUMENTATION ATTACHED

RESOURCE #	RESOURCE NAME	ORG KEY	REQ. NUMBER	AMOUNT
4124	21 CCLC Core	3531868401	R0152915	\$ 11,590.00
4124	21 CCLC Equitable Access	3531870401	R0152919	\$ 2,006.00
				\$

Amount and Reason for Amendment

Original PO Number(s)	Core P1501889	Reason for Amendment to ISA (check appropriate box): <input checked="" type="checkbox"/> Increase in number of units (days, hours, etc) of service. I would like to purchase additional days or hours of the same type of service purchased with the original ISA. <input type="checkbox"/> Purchase additional type of service. In addition to the services contracted for in the original ISA, I would like to purchase another type of service from this vendor.
	EA P1501890	
Original ISA Amount	\$ 228,238.00	
Amended ISA Amount	\$ 13,596.00	
New Total Contract Amount	\$ 241,834.00	

Approval and Routing (in order of approval steps)

Additional services above original contract amount cannot be provided before the amendment is fully approved and the Purchase Order amount has been increased by Procurement.

	Site Administrator or Manager	Name	Carmelita Reyes	Phone	510-879-2142	Fax	510-597-4292
1.	Site / Department	Oakland International High School					
	Signature					Date Approved	
	Resource Manager, if using funds managed by: <input type="checkbox"/> State and Federal <input type="checkbox"/> Quality, Community, School Development <input type="checkbox"/> Community Schools & Student Services						
2.	Signature					Date Approved	3/12/15
	Signature					Date Approved	
3.	Regional or Executive Officer						
	Signature					Date Approved	3/20/15
4.	Deputy Superintendent Instructional Leadership / Deputy Superintendent Business Operations						
	Signature					Date Approved	
5.	Superintendent or Board of Education Signature on the legal contract						
	Legal Required if not using standard contract	Approved		Denied - Reason		Date	
	Procurement	Date Received		PO Number			

Board Office Use: Legislative File Info.	
File ID Number	14-1792
Introduction Date	8/27/14
Enactment Number	14-1637
Enactment Date	8-27-14

Memo

To Board of Education

From Antwan Wilson, Superintendent
By: Maria Santos, Deputy Superintendent, Instruction, Leadership & Equity-in-Action
Vernon Hal, Deputy Superintendent, Business & Operations

Board Meeting Date
(To be completed by Procurement) 8-27-14

Subject Individual Service Agreement - Master Memorandum of Understanding - East Bay Asian Youth Center (contractor) - 353/Oakland International High 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 353/Oakland International High 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 25, 2014 (Enactment number 14-1397).

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 C-Lead Agency Unit for Arts, Recreation, Leadership and Family Literary activities in its capacity as a Comprehensive After School Program Lead Agency at Oakland International High School for the period of July 1, 2014 through August 21, 2015, in an amount not to exceed \$228,238.00, 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 Oakland International High School for the period July 1, 2014 through August 21, 2015.

Fiscal Impact Funding Resource: 4124/21st Century High School After School Safety and Enrichment for Teens (ASSETs) Grant: \$192,456.00 for Core funding, \$19,545.00 for Equitable Access, and \$16,237.00 for Family Literacy funding, for a total amount not to exceed \$228,238.00.

Attachments

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

Board Office Use: Legislative File Info.	
File ID Number	14-1792
Introduction Date	8/27/14
Enactment Number	14-1637
Enactment Date	8-27-14



OAKLAND UNIFIED SCHOOL DISTRICT

Community Schools, Thriving Students

INDIVIDUAL SERVICE AGREEMENT (ISA) 2014-2015

MASTER MOU INFORMATION			
VENDOR NAME	East Bay Asian Youth Center		
VENDOR #	V01262	ENACTMENT #	14-1397
SITE / DEPT NAME	Oakland International High School	SITE #	353
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 Services Option G	9-12	\$ 228,238.00	1	\$ 228,238.00
		\$		\$
		\$		\$
TOTAL AMOUNT				\$ 228,238.00
IF FEE DOES NOT EQUAL RATE PER UNIT MULTIPLIED BY DESIRED UNITS, EXPLAIN REASON FOR ALTERED RATE:				
R0150814 Core R0150816 Equitable Access				

BUDGET INFORMATION					
REQUISITION NUMBER	R0150817	START DATE	7/1/14	END DATE	8/30/15
RESOURCE #	RESOURCE NAME	ORG KEY		AMOUNT	
4124	21 CCLC Core	3531868401		\$ 192,456.00	
4124	21 CCLC Equitable Access	3531870401		\$ 19,545.00	
4124	21 CCLC Family Literacy	3531869401		\$ 16,237.00	

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	6/11/14
OUSD SITE ADMINISTRATOR	NAME		TITLE	
SIGNATURE			DATE	6/11/14

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			DATE	6-26-14
SIGNATURE			DATE	
NETWORK OR DEPARTMENT EXECUTIVE OFFICER				
SIGNATURE			DATE	7.14.14
VICE PRESIDENT AND THE SECRETARY OF THE BOARD OF EDUCATION				
SIGNATURE			DATE	8-27-14
SIGNATURE			DATE	8-28-14

Client#: 782690

EABAASIA

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/20/2014

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: Lorna Molina	
	PHONE (A/C, No, Ext): 925 415-1136	FAX (A/C, No): 925 905-4284
E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Great American Insurance Compan		16691
INSURER B : Oak River Insurance Company		34630
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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Professional \$1mll GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	X		PAC215313420	06/01/2014	06/01/2015	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 - COM/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			PAC215313420	06/01/2014	06/01/2015	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000 <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE			UMB307036603	06/01/2014	06/01/2015	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	2200053101141	06/08/2014	06/08/2015	WC STATUTORY LIMITS 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
A	Crime/Employee Dishonesty			PAC215313420	06/01/2014	06/01/2015	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 Council members, directors, officers, agents, employees and volunteers are Additional Insureds in regards to General Liability per attached endorsement form CG2026 07/04.

CERTIFICATE HOLDER

CANCELLATION

Oakland Unified School District 1000 Broadway Oakland, CA 94607	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 United School District, City of Oakland, its Council members, directors, officers, agents, employees and volunteers
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>		
<p>A. In the performance of your ongoing operations; or</p>		
<p>B. In connection with your premises owned by or rented to you.</p>		

AFTER SCHOOL BUDGET PLANNING SPREADSHEET

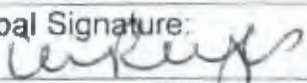
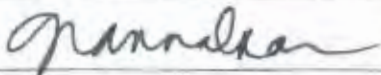
HIGH SCHOOLS 02 2014

Site Name:	21CCLC Core		21CCLC Equitable Access		21CCLC Family Literacy		Program Fees (if applicable)	Other Lead Agency Funds	
Oakland International High	Resource 4124 Program		Resource 4124 Program		Resource 4124 Program			Lead Agency	
Site #: 383	OU	Lead Agency	OU	Lead Agency	OU	Lead Agency	Lead Agency		Lead Agency
Average # of students to be served daily (ADA):	%		%		%				
TOTAL GRANT AWARD		\$250,000		\$26,000		\$20,000	\$0	\$0	\$0
CENTRAL COSTS: INDIRECT, ADMIN, EVAL, PROFESSIONAL DEVELOPMENT, CUSTODIAL									
OUED Training (5%)		\$11,905		\$1,100		\$952			
OUED ASPO admin, evaluation, and training/technical assistance costs		\$15,570		\$1,555		\$1,248			
Custodial Staffing and Supplies at 3.13408359427833%		\$7,083		\$708		\$565			
TOTAL SITE ALLOCATION		\$215,458		\$21,546		\$17,236			
CERTIFICATED PERSONNEL									
1120 Academic Liaison REQUIRED		\$2,500		\$0		\$0			\$0
1120 Certificated Teacher Extended Contract		\$10,000		\$0		\$0			\$0
1120 Certificated Teacher - Credit Recovery - English I									
1120 Certificated Teacher - Credit Recovery - Algebra I									
Total certificated		\$12,500		\$0		\$0			\$0
CLASSIFIED PERSONNEL									
2205 Site Coordinator (list here, if district employee)									\$0
2220 SSO		\$5,000							\$0
Work/Internship Readiness Coordinator (list here, if district employee)									
Total classified		\$5,000		\$0		\$0		\$0	\$0
BENEFITS									
3000's Employee Benefits for Certificated Teachers on Extended Contract (benefits at 24%)		\$3,000		\$0		\$0			
3000's Employee Benefits for Classified Staff on Extra Time/Overtime (benefits at 20%)		\$1,000		\$0		\$0			
3000's Employee Benefits for Seasonal Employees (40%)		\$0		\$0		\$0			
3000's Lead Agency benefits (rate 35 %)									
Total benefits		\$4,000		\$0		\$0		\$0	\$0
BOOKS AND SUPPLIES									
4310 Supplies (OUSD only, except for Summer Supplemental)		\$1,500				\$1,000			\$0
4310 Curriculum (OUSD only)									\$0
5829 Field Trips			\$1,500						\$0
4420 Equipment (OUSD only)									\$0
Work Internship/College Readiness PLC curriculum									
District professional development on district PD days (Bridging the Bay conference and Youth Work Methods trainings)			\$500						
Total books and supplies		\$1,500	\$2,000		\$0	\$1,000	\$0		\$0
CONTRACTED SERVICES									
5825 Site Coordinator (100% x 10 months)			\$25,000		\$0				

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

21st Century ASSETs After School Program Plan
High Schools
2014 – 2015

SECTION 1: School Site Information

School Site: Oakland International High School	Lead Agency: East Bay Asian Youth Center
Principal Signature: 	Lead Agency Signature: 
After School Site Coordinator Name (if known at this time): TBD	Date: 4/10/14

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

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

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

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

1. To improve students' academic performance through homework help and targeted intervention program.
2. To increase students' leadership capabilities through various enrichment activities.
3. To engage parents in the students' academic progress.

SECTION 3: OUSD Strategic Questions

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

Strategic Questions/Desired Outcomes	Strategic Activities	Outcomes of Strategic Activities	Data used to assess the strategic activities
<i>As a result of our ASP efforts...</i>	<i>What after school strategic activities will support the desired outcomes?</i>	<i>What short-term outcomes will you expect from your efforts by the end of the school year?</i>	<i>What data will be collected to measure these outcomes?</i>
High School Graduation: How many more Oakland children are graduating from high school?	Intervention groups Homework assistance	ASP students will matriculate to the next grade level	Report card
Satisfactory School Day Attendance: How many more Oakland children are attending school 95% or more?			
Job Skills/Career readiness: How many more students have meaningful internships and/or paying jobs?	Internship	50 students will successfully complete the internship program	Program attendance and stipend records
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 2014-2015, my site will operate the following program model:

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

Description and Rationale for Selection of Lead Agency

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

The East Bay Asian Youth Center is a youth development organization based in Oakland's historic Chinatown and San Antonio neighborhood districts. EBAYC's mission is to inspire young people to be life-long builders of a just and compassionate multicultural society. EBAYC serves a racially and ethnically diverse membership of 1,500 children, youth and young adults.

Our goals are to help young people be safe, smart and socially responsible. Our theory of change is that if EBAYC engages residents to lead the organization to achieve results, provides children, youth and young adults a seamless continuum of support services, and catalyzes policy and system changes that help create better schools, safer neighborhood, and greater economic opportunities for families, then young people will safe, smart and socially responsible.

EBAYC Service Strategies

Juvenile Justice

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

High Quality Schools

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

Community Development

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

SECTION 5: ATTENDANCE, PROGRAM DATES, AND PROGRAM SCHEDULE

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

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

Required # of Program Days your program will operate during School Year 2014-2015:	180 days required*
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Projected Daily Attendance during School Year 2014-2015:	145
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Program Schedule

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

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

SECTION 6: Academics

Your site should plan to offer a range of academic supports and **MUST** include:

1) CAHSEE Prep 2) Credit Recovery 3) Tutoring

Other possible supports may include computer lab, STEM Programs, Academic Intervention, and project-based learning.

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	<input checked="" type="checkbox"/> Homework Support <input type="checkbox"/> Tutoring <input type="checkbox"/> Skill Building <input type="checkbox"/> Academic Intervention <input type="checkbox"/> Credit Recovery <input type="checkbox"/> CAHSEE Prep <input type="checkbox"/> Other	School Quality Indicator 1: Quality Learning Experiences for All Students, strategic Priority F: Extending Learning Time	Students' homework completion rate will increase Students' scores on District benchmark assessments will rise	Homework assistance facilitated by college mentors	Individual and small groups
2		<input type="checkbox"/> Homework Support <input type="checkbox"/> Tutoring <input type="checkbox"/> Skill Building <input type="checkbox"/> Academic Intervention <input type="checkbox"/> Credit Recovery <input type="checkbox"/> CAHSEE Prep <input type="checkbox"/> Other				
3		<input type="checkbox"/> Homework Support <input type="checkbox"/> Tutoring <input type="checkbox"/> Skill Building <input type="checkbox"/> Academic Intervention <input type="checkbox"/> Credit Recovery <input type="checkbox"/> CAHSEE Prep <input type="checkbox"/> Other				

SECTION 7: CAREER-RELATED ACADEMIC ENRICHMENT & PHYSICAL ACTIVITY / RECREATION

Career-related 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 develop 21st Century Skills, explore career-related fields, and apply 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 Career Pathways, 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
Teachers' Club	<input checked="" type="checkbox"/> Student Identified <input checked="" type="checkbox"/> School Identified <input type="checkbox"/> Parent Identified <input type="checkbox"/> Other (specify)	School Quality Indicator 2: Safe, Healthy, Supportive Learning Environment, Strategic Priority A: School Culture including Meaningful Student Engagement	After school club facilitated by teachers	<input checked="" type="checkbox"/> Social & Emotional Learning <input checked="" type="checkbox"/> Leadership <input type="checkbox"/> Academic (specify) <input type="checkbox"/> Internships/Linked Learning <input checked="" type="checkbox"/> 21 st Century skills <input type="checkbox"/> Health and Wellness <input type="checkbox"/> Other (specify)	50 students will participate in club activities and show good satisfaction on the youth survey results
Soccer	<input checked="" type="checkbox"/> Student Identified <input checked="" type="checkbox"/> School Identified <input type="checkbox"/> Parent Identified <input type="checkbox"/> Other (specify)	School Quality Indicator 2: Safe, Healthy, Supportive Learning Environment, Strategic Priority A: School Culture including Meaningful Student Engagement	After school soccer provided by Soccer Without Border	<input checked="" type="checkbox"/> Social & Emotional Learning <input checked="" type="checkbox"/> Leadership <input type="checkbox"/> Academic (specify) <input type="checkbox"/> Internships/Linked Learning <input type="checkbox"/> 21 st Century skills <input checked="" type="checkbox"/> Health and Wellness <input type="checkbox"/> Other (specify)	100 students will participate in soccer activities and show good satisfaction on the youth survey results
Internship	<input checked="" type="checkbox"/> Student Identified <input checked="" type="checkbox"/> School Identified <input type="checkbox"/> Parent Identified <input type="checkbox"/> Other (specify)	School Quality Indicator 2: Safe, Healthy, Supportive Learning Environment, Strategic Priority A: School Culture including Meaningful Student Engagement	Internship activities facilitated by teachers	<input checked="" type="checkbox"/> Social & Emotional Learning <input checked="" type="checkbox"/> Leadership <input type="checkbox"/> Academic (specify) <input checked="" type="checkbox"/> Internships/Linked Learning <input checked="" type="checkbox"/> 21 st Century skills <input type="checkbox"/> Health and Wellness <input type="checkbox"/> Other (specify)	50 students will participate in internship activities and show good satisfaction on the youth survey results
Drop in Computer Lab	<input checked="" type="checkbox"/> Student Identified <input checked="" type="checkbox"/> School Identified <input type="checkbox"/> Parent Identified <input type="checkbox"/> Other (specify)	School Quality Indicator 2: Safe, Healthy, Supportive Learning Environment, Strategic Priority A: School Culture including Meaningful Student Engagement	Computer program exploration	<input type="checkbox"/> Social & Emotional Learning <input type="checkbox"/> Leadership <input type="checkbox"/> Academic (specify) <input type="checkbox"/> Internships/Linked Learning <input checked="" type="checkbox"/> 21 st Century skills <input type="checkbox"/> Health and Wellness <input type="checkbox"/> Other (specify)	20 students will participate in computer lab activities and show good satisfaction on the youth survey results

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. All high school programs will fund a Parent Liaison position to support family literacy programming. **The activities listed below must align to your 21st Century Family Literacy budget plan.**

Type of Activity	CSSSP goal(s) or school need supported by activity	Brief Description	Measurable Outcome	Alignment with school day family engagement / family literacy efforts or resources
Family Gardening	School Quality Indicator 4: Meaningful Student, Family, and Community Engagement/Partnership. Strategic Priority A: Family and Community Engagement	Parents and students work together on gardening projects.	A school garden will be cultivated and flourished with plants and flowers.	This activity is aligned with the CSSSP goal about family and community engagement.
Family nights	School Quality Indicator 4: Meaningful Student, Family, and Community Engagement/Partnership. Strategic Priority A: Family and Community Engagement	Parents and students are brought together to encourage teamwork and will be given resources and information to support their child's academic progress.	Families are more inclined to be involved with supporting child academically. In addition, they are more familiar with services offered and how to access them.	Work with school counselors & administration to ensure accurate information is being disseminated.
Parents volunteers	School Quality Indicator 4: Meaningful Student, Family, and Community Engagement/Partnership. Strategic Priority A: Family and Community Engagement	Parents spend time at the school assisting with program activities and serving on leadership bodies	Families are more inclined to be involved with supporting child academically. In addition, they are more familiar with services offered and how to access them.	Parents' participation in meetings such the SSC and ELAC to develop strategies for school improvement.

PARENT LIAISON:

Describe the anticipated duties of the Parent Liaison in your program. Also identify what supports your school site will provide the Parent Liaison, including training and materials.

The Community Program Manager will serve as the parent liaison and provide the outreach, education and guidance to help parents support their students' academic progress.

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.	
b) Inform parents about the importance of attendance and encourage parents to help each other get their students to class.	
c) Track students with poor program attendance and reach out to find out why and how attendance could be improved.	ASP staff will work in collaboration with the Attendance Clerk and other staff to make calls home, home visits, one to one with students, and other interventions in order to improve attendance.
d) Celebrate good attendance and/or offer meaningful incentives to attract and reward students for attending our program.	Bulletin boards, raffles, fieldtrips, assemblies, and award ceremonies will take place regularly

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) _____

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

ASP staff will participate in all school sponsored training. This will ensure a uniform practice of supporting our students to learn and grow in a safe environment.

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.):

Our programs will fold in workshops and activities on social emotional learning, multiculturalism, and equity.

SECTION 11: Coordination with Other Service Providers

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

<p>The after school Site Coordinator or Director will actively participate in which of the following school group(s), in order to increase alignment between after school and school day efforts?</p>	<p><input checked="" type="checkbox"/> COST team (Coordination of Services Team) <input type="checkbox"/> SST (Student Study Team) <input type="checkbox"/> SSC (School Site Council) <input type="checkbox"/> ELT (Educational Leadership Team) <input checked="" type="checkbox"/> PTA <input checked="" type="checkbox"/> Attendance Team/Workgroup <input checked="" type="checkbox"/> CSSSP (Community School Strategic Site Planning) team <input type="checkbox"/> 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>List all subcontractors who will be paid to deliver after school services.</p>	<p>Refugee in Transition, Soccer without Border</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>Community School Program Manager</p>

Section 12: Equitable Access:

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.***

We will use our equitable access funds to provide youth stipend for our students in the internship program. This will allow students to have the some financial means to support life's needs (i.e. transportation cost to internship sites, transportation home, etc.)

2014-15 After School Enrollment Policy for Oakland International High 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 eligible for free or reduced school lunch.	Free/reduced lunch application	Optional
	English Language Learners	Enrollment data	Optional

Grade levels prioritized for programming: 9-12

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.

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 ongoing program outreach and recruitment efforts, beginning in Spring 2013.

Timeline	After School Enrollment Steps/Process	Individual(s) responsible
May 10, 2014	Provide lists of students in target populations to EBAYC for recruitment	Principal
May 14, 2014	Announce enrollment policy to faculty	Principal and ASP Director
May 15, 2014	Announce enrollment policy to families of current students	ASP Director
May 15, 2014	Applications are available	ASP Director
May 17, 2014	Recruit students during Open House	ASP Director
May 17, 2014	Recruit students during New Parent Orientation session	EASP Director
May 22, 2014	Reach out to targeted populations	Principal and ASP Director

Important dates to include in your timeline:

- May – June: Early outreach and recruitment for 2014-15 school year program.
- August – September: New school year enrollment of students for remaining program slots.
- After school programs begin on 1st Day of school.
- Parents are notified about their student's participation in program at beginning of school year (specify date).
- 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:

After school forms are a part of school registration; recruitment will take place in June and during summer school.

Principal Signature:



Lead Agency Signature:



2014-15 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	2014 – 15 Assurances for Grant Compliance and After School Alignment with School Day
cur	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.
cur	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.
cur	tg	Site Administrator will meet regularly with Site Coordinator to ensure program is meeting identified goals.
cur	tg	Site will share student outcome data to better refine program (Attendance data, test scores, Report Cards, IEP's, etc).
cur	tg	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.
cur	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.
cur	tg	Site will invite Site Coordinator to participate on SSC, COST, SST, and/or CSSSP teams to ensure coordination of services.
cur	tg	Site will coordinate the use of facilities and site level resources in support of program goals.
cur	tg	Site will provide Site Coordinator with office space that includes access to internet and phone.
cur	tg	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: _____

Curry

Lead Agency Signature: _____

Grannan

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 2014-15:

- A credentialed teacher on staff who has effective skills and experiences in coaching and/or adult learning
- A qualified professional who is part of the school staff
- An OUSD coach connected to the school (i.e. LCI Literacy or Math coach, BTSA coach, etc.)
- Other individual (please specify in detail): _____

If known, please specify the name of the person who will fill the Academic Liaison role, and identify his/her role in the school:

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

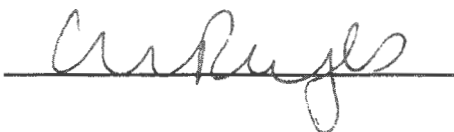
Teachers on Extended Contract for Direct Service

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: 

Lead Agency Signature: 

After School Safety and Emergency Planning for 2014-15

After School Safety and Emergency Planning

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

Yes No

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

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

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

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

Yes No

Facility Keys

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

Yes No

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

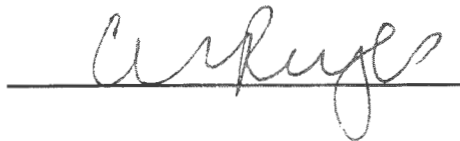
SSO Staffing: (check one)

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

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

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

Principal Signature: _____



Lead Agency Signature: _____



Professional Development and Staff Wellness

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

a) Programs are allowed up to three days of program closure during the school year to offer staff professional development. Please indicate which three days (if any) your program plans to close this year for PD:

Not known at this time

b) What professional development, coaching, and training supports will be provided by the lead agency partner?
Youth development, trauma informed intervention, Building Intentional Community

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

d) ASPO professional development will consist of the mandatory August Institute (week of Aug. 4-8), mandatory monthly site coordinator meetings (2 hrs/month), Youth Work Methods trainings (4 hours in October during non-student day), the annual Bridging the Bay after school conference, and various professional learning communities (time commitment varies). Please mark:

I understand that professional development helps ensure program quality. My program is committed to providing/accessing professional development opportunities for after school staff, based on needs identified by program data. My program will adequately budget for staff time to participate in professional development over the course of the year (for key line staff, recommended at least 20 hours of PD/year). x Yes 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 and provide end of year celebration to recognize everyone's contribution to the after school program.

Principal Signature: _____



Lead Agency Signature: _____



2014-2015 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

Family Support Unit of Service Garfield:

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

Cost: \$60,000

Family Support Unit of Service Roosevelt:

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

Cost: \$50,000

Public Health Academy Unit of Service:

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

Cost: \$20,000

Safe and Supportive School (S3) Unit of Service:

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

Cost: \$20,000

School Based Health Center Site Coordination Unit of Service:

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

Cost: \$50,000

Roosevelt Summer Unit of Service:

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

Cost: \$30,000 in 2014 and \$30,000 in 2015

Roosevelt School Year Supplemental Unit of Service:

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: \$10,000

Elementary Summer Unit of Service:

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

Cost: \$140,000 in 2014 - \$140,000 in 2015

Other Enrichment Unit of 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: \$400,000

EAST BAY ASIAN YOUTH CENTER

The East Bay Asian Youth Center'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 1,000 children, youth, and their families who live in Oakland's San Antonio neighborhood. We believe that if a neighborhood is a place that fosters the healthy development of children, youth and families, young people will grow to be safe, smart, and socially responsible. We work to make our neighborhood a great place for families to raise their children by providing young people a seamless continuum of support services and engaging their families to make positive change in their community.

EBAYC Service Strategies

Violence Prevention

EBAYC helps young people who are on probation, parole, or are gang-involved move toward a healthy and productive life pathway. 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 eight neighborhood 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.

Economic Opportunities

EBAYC is the founding member of the Oak-to-Ninth Community Benefits Coalition that successfully established a partnership with Oakland Harbor Partners and the City of Oakland to build 465 new affordable family housing units, and to create new construction apprenticeships opportunities for 300 residents. In partnership with the Oakland Unified School District – Nutrition Services Department, EBAYC created "Oakland Fresh", a network of produce market and wrap-around nutrition education services at 25 schools.



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

Michael Moore
Operation Officer
Oakland Unified School District
900 High Street
Oakland, CA 94601

Dear Mr. Moore,

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

Board Office Use: Legislative File Info.	
File ID Number	14-1304
Introduction Date	6/25/2014
Enactment Number	14-1397
Enactment Date	6-25-14



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

OAKLAND UNIFIED SCHOOL DISTRICT
Office of the Board of Education

June 25, 2014

TO: Board of Education

FROM: Gary Yee, Ed.D., Superintendent
Gary Yee

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

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 \$3,064,240.00. This amount is projected using historical cost data, known changes to the number of sites served and expected available grant funding allowable.

BACKGROUND

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

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



DISCUSSION

Vendor: East Bay Asian Youth Center

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

Not-To-Exceed Amount: \$3,064,240.00

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 12 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 \$3,064,240.00.

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

ATTACHMENTS

- Master MOU

Board Office Use: Legislative File Info.	
File ID Number	14-1304
Introduction Date	6/25/14
Enactment Number	14-1397
Enactment Date	6-26-14



OAKLAND UNIFIED SCHOOL DISTRICT

Community Schools. Thriving students

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

2014-2015

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 \$ 3,064,240.00

- 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, 2014 to August 21, 2015 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 2014-15 fiscal year to reflect additional changes resulting from such legislation.

3. ADMINISTRATION OF MASTER MOU.

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

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

- 3.2 Notices to CONTRACTOR shall be addressed as indicated:

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

4. AREAS OF AUTHORITY

- 4.1 **Oakland Unified School District.** The Oakland Unified School District is responsible for fiduciary and programmatic oversight for the expenditure of funds contracted to CONTRACTOR by OUSD for fiscal year 2014-2015.
- 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

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

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

- 4.11 **Employees or Subcontractors of CONTRACTOR.** Consistent with invoicing requirements in Section 7, CONTRACTOR shall submit a list of employees or other persons who were working on the District's school sites for the period CONTRACTOR is invoicing. In the event that OUSD, in its sole discretion, at any time during the term of this Agreement, desires the removal of any CONTRACTOR related persons, employee, representative or agent from the OUSD school site and, or property, CONTRACTOR shall immediately upon receiving notice from OUSD of such desire, cause the removal of such person or persons.
- 4.12 **OUSD's Evaluation of CONTRACTOR.** and CONTRACTOR's Employees and/or Subcontractors. OUSD may evaluate the CONTRACTOR's work in any way that OUSD is entitled to do so pursuant to applicable law. The OUSD's evaluation may include, without limitation:
- (a) Requesting that OUSD employee(s) evaluate the CONTRACTOR and the CONTRACTOR's employees and subcontractors and each of their performance.
 - (b) Announced and unannounced observance of CONTRACTOR, CONTRACTOR's employee(s), and/or subcontractor(s).

5. CONDUCT OF CONTRACTOR.

- 5.1 **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:**
The District certifies to the best of its knowledge and belief, that it and its principals: Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, verifies that this vendor does not appear on the Excluded Parties List. (<https://www.sam.gov/portal/public/SAM>)
- 5.2 **Maintain background check.** CONTRACTOR certifies that all persons permitted to work on school sites or, may come in contact with children, have been cleared under California law and the Education Code.
- 5.3 **Maintain clean, safe, and secure program environments** for staff and students in conjunction with OUSD, and following OUSD guidelines. CONTRACTOR, as they view as necessary, will initiate and establish additional cleanliness, safety, and security policies and protocol sufficient to ensure staff, student and family member safety.
- 5.4 **Comply with the Child Abuse and Neglect Reporting Act (CANRA)** guidelines as Mandated Reporters to report suspicions of possible child abuse to the appropriate reporting agency as stated in California Penal Code § 11164 – 11174.
- 5.5 **Mandatory participation** in technical assistance, training, orientation, monthly meetings and other support and resource development activities provided by the OUSD and collaborative partners in conducting program planning, implementation, and evaluation as necessary. These may include required regular meetings with the school principal or other identified designee to ensure collaboration with the school vision. Participation in meetings facilitated by OUSD to address program success, areas of concern and for general troubleshooting are also required.
- 5.6 **Ensure compliance with funding guideline requirements** and follow OUSD policies and procedures. This includes compliance with District staffing requirements and policies including No Child Left Behind and other legislative mandates.
- 5.7 **Maintain five sets of essential collaborative relationships** to ensure partnerships towards effective program implementation:
- a) Administration, faculty, and staff of OUSD
 - b) OUSD central administration departments
 - c) Parents/Guardians
 - d) Youth
 - e) Community organizations and public agencies

6. SCOPE OF WORK.

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

7. INVOICING.

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

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

I personally reviewed this invoice dated _____.

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

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

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

8. INDEMNIFICATION

8.1 CONTRACTOR shall indemnify, hold harmless and defend the Oakland Unified School District, its Governing Board, State Trustee, Superintendent and each of its officers, officials, employees, volunteers and agents (hereinafter in this Section 8 collectively referred to as "the District") from any loss, liability, audit fines, assessments, 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 | |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | ASES / 21st CCLC PROGRAM GRANTS (Elementary / Middle) |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | 21st CCLC ASSET GRANT (High School) |
| <input type="checkbox"/> | <input type="checkbox"/> | FIELDTRIPS ONLY |


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



CONTRACTOR

Vice 

President, Board of Education
Oakland Unified School District



Secretary, Board of Education
Oakland Unified School District

Date: 5/29/14

Date: 6/26/14

Date: 6/26/14

EAST BAY ASIAN YOUTH CENTER - 2014-2015 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	\$140,000
8	Elementary Summer Program 2015	21CCLC Supplemental	\$140,000
9	Garfield Elementary	ASES	\$200,000
	Garfield Elementary	Title One	\$60,000
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	\$30,000
	Roosevelt Middle School Summer 2015	21CCLC Supplemental	\$30,000
	Roosevelt Middle School School year	21 CCLC Supplemental	\$10,000
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
	Oakland High School	Public Health Academy	\$20,000
	Oakland High School	Safe & Supportive School	\$20,000
	Oakland High School	SBHS Site Coordination	\$50,000
15	Other Contracts		\$400,000
	Total		\$3,064,240

2014-2015 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

Family Support Unit of Service Garfield:

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

Cost: \$60,000

Family Support Unit of Service Roosevelt:

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

Cost: \$50,000

Public Health Academy Unit of Service:

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

Cost: \$20,000

Safe and Supportive School (S3) Unit of Service:

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

Cost: \$20,000

School Based Health Center Site Coordination Unit of Service:

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

Cost: \$50,000

Roosevelt Summer Unit of Service:

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

Cost: \$30,000 in 2014 and \$30,000 in 2015

Roosevelt School Year Supplemental Unit of Service:

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: \$10,000

Elementary Summer Unit of Service:

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

Cost: \$140,000 in 2014 - \$140,000 in 2015

Other Enrichment Unit of 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: \$400,000



EASTBAA OP ID: AU

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/02/13

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

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


PRODUCER HUB International Insurance License #0767776 P. O. Box 5078 San Ramon, CA 94583-1328 George Yin	Phone: 925-866-7050 Fax: 925-866-8275	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Great American Insurance</td> <td>16691</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Great American Insurance	16691	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:
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INSURER F:															
INSURED East Bay Asian Youth Center 2025 E 12th St Oakland, CA 94606															

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

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

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

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

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

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Additional Insured Person(s) Or Organization(s)

Oakland Unified School District, City of Oakland, its Councilmembers,
directors, officers, agents, and employees and volunteers

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf.

A. In the performance of your ongoing operations; or

B. In connection with your premises owned by or rented to you.

EAST BAY ASIAN YOUTH CENTER

Statement of Qualification

The East Bay Asian Youth Center is a youth development organization based in Oakland's historic Chinatown and San Antonio neighborhood districts. EBAYC's mission is to inspire young people to be life-long builders of a just and compassionate multicultural society. EBAYC serves a diverse membership of 1,500 children, youth and young adults.

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

Our goals are to help young people be safe, smart and socially responsible. Our theory of change is that if EBAYC engages residents to lead the organization to achieve results, provides children, youth and young adults a seamless continuum of support services, and catalyzes policy and system changes that help create better schools, safer neighborhood, and greater economic opportunities for families, then young people will safe, smart and socially responsible.

EBAYC Service Strategies

Juvenile Justice

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

High Quality Schools

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

Community Development

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

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: May 7, 2015	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	

Board Office Use: Legislative File Info.	
File ID Number	14-1304
Introduction Date	6/25/2014
Enactment Number	14-1397
Enactment Date	6-25-14 <i>ff</i>



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thinking Students

OAKLAND UNIFIED SCHOOL DISTRICT
Office of the Board of Education

June 25, 2014

TO: Board of Education

FROM: Gary Yee, Ed.D., Superintendent *gy*

SUBJECT: Master Memorandum of Understanding between OUSD and East Bay Asian Youth Center *Marie [Signature]*

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 \$3,064,240.00. This amount is projected using historical cost data, known changes to the number of sites served and expected available grant funding allowable.

BACKGROUND

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

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



DISCUSSION

Vendor: East Bay Asian Youth Center

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

Not-To-Exceed Amount: \$3,064,240.00

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 12 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 \$3,064,240.00.

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

ATTACHMENTS

- Master MOU

Board Office Use: Legislative File Info.	
File ID Number	14-1304
Introduction Date	6/25/14
Enactment Number	14-1397
Enactment Date	6-26-14



OAKLAND UNIFIED SCHOOL DISTRICT

Community Schools, Thriving Students

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

2014-2015

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 \$ 3,064,240.00

- 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, 2014 to August 21, 2015 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 2014-15 fiscal year to reflect additional changes resulting from such legislation.

3. **ADMINISTRATION OF MASTER MOU.**

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

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

3.2 Notices to CONTRACTOR shall be addressed as indicated:

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

4. **AREAS OF AUTHORITY**

4.1 **Oakland Unified School District.** The Oakland Unified School District is responsible for fiduciary and programmatic oversight for the expenditure of funds contracted to CONTRACTOR by OUSD for fiscal year 2014-2015.

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

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

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

- 4.11 **Employees or Subcontractors of CONTRACTOR.** Consistent with invoicing requirements in Section 7, CONTRACTOR shall submit a list of employees or other persons who were working on the District's school sites for the period CONTRACTOR is invoicing. In the event that OUSD, in its sole discretion, at any time during the term of this Agreement, desires the removal of any CONTRACTOR related persons, employee, representative or agent from the OUSD school site and, or property, CONTRACTOR shall immediately upon receiving notice from OUSD of such desire, cause the removal of such person or persons.
- 4.12 **OUSD's Evaluation of CONTRACTOR.** and CONTRACTOR's Employees and/or Subcontractors. OUSD may evaluate the CONTRACTOR's work in any way that OUSD is entitled to do so pursuant to applicable law. The OUSD's evaluation may include, without limitation:
- (a) Requesting that OUSD employee(s) evaluate the CONTRACTOR and the CONTRACTOR's employees and subcontractors and each of their performance.
 - (b) Announced and unannounced observance of CONTRACTOR, CONTRACTOR's employee(s), and/or subcontractor(s).

5. **CONDUCT OF CONTRACTOR**

- 5.1 **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:**
The District certifies to the best of its knowledge and belief, that it and its principals: Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, verifies that this vendor does not appear on the Excluded Parties List. (<https://www.sam.gov/portal/public/SAM>)
- 5.2 **Maintain background check.** CONTRACTOR certifies that all persons permitted to work on school sites or, may come in contact with children, have been cleared under California law and the Education Code.
- 5.3 **Maintain clean, safe, and secure program environments** for staff and students in conjunction with OUSD, and following OUSD guidelines. CONTRACTOR, as they view as necessary, will initiate and establish additional cleanliness, safety, and security policies and protocol sufficient to ensure staff, student and family member safety.
- 5.4 **Comply with the Child Abuse and Neglect Reporting Act (CANRA) guidelines** as Mandated Reporters to report suspicions of possible child abuse to the appropriate reporting agency as stated in California Penal Code § 11164 – 11174.
- 5.5 **Mandatory participation** in technical assistance, training, orientation, monthly meetings and other support and resource development activities provided by the OUSD and collaborative partners in conducting program planning, implementation, and evaluation as necessary. These may include required regular meetings with the school principal or other identified designee to ensure collaboration with the school vision. Participation in meetings facilitated by OUSD to address program success, areas of concern and for general troubleshooting are also required.
- 5.6 **Ensure compliance with funding guideline requirements** and follow OUSD policies and procedures. This includes compliance with District staffing requirements and policies including No Child Left Behind and other legislative mandates.
- 5.7 **Maintain five sets of essential collaborative relationships** to ensure partnerships towards effective program implementation:
- a) Administration, faculty, and staff of OUSD
 - b) OUSD central administration departments
 - c) Parents/Guardians
 - d) Youth
 - e) Community organizations and public agencies

6. SCOPE OF WORK.

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

7. INVOICING.

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

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

I personally reviewed this invoice dated_____.

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

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

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

8. INDEMNIFICATION

8.1 CONTRACTOR shall indemnify, hold harmless and defend the Oakland Unified School District, its Governing Board, State Trustee, Superintendent and each of its officers, officials, employees, volunteers and agents (hereinafter in this Section 8 collectively referred to as "the District") from any loss, liability, audit fines, assessments, 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 "AVII" 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 | |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | ASES / 21 st CCLC PROGRAM GRANTS (Elementary / Middle) |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | 21 st CCLC ASSET GRANT (High School) |
| <input type="checkbox"/> | <input type="checkbox"/> | FIELDTRIPS ONLY |

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

granovskan
CONTRACTOR

Vice *[Signature]*
Vice President, Board of Education
Oakland Unified School District

[Signature]
Secretary, Board of Education
Oakland Unified School District

Date: 5/29/14

Date: 6/26/14

Date: 6/26/14

EAST BAY ASIAN YOUTH CENTER - 2014-2015 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	\$140,000
8	Elementary Summer Program 2015	21CCLC Supplemental	\$140,000
9	Garfield Elementary	ASES	\$200,000
	Garfield Elementary	Title One	\$60,000
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	\$30,000
	Roosevelt Middle School Summer 2015	21CCLC Supplemental	\$30,000
	Roosevelt Middle School School year	21 CCLC Supplemental	\$10,000
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
	Oakland High School	Public Health Academy	\$20,000
	Oakland High School	Safe & Supportive School	\$20,000
	Oakland High School	SBHS Site Coordination	\$50,000
15	Other Contracts		\$400,000
	Total		\$3,064,240

2014-2015 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

Family Support Unit of Service Garfield:

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

Cost: \$60,000

Family Support Unit of Service Roosevelt:

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

Cost: \$50,000

Public Health Academy Unit of Service:

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

Cost: \$20,000

Safe and Supportive School (S3) Unit of Service:

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

Cost: \$20,000

School Based Health Center Site Coordination Unit of Service:

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

Cost: \$50,000

Roosevelt Summer Unit of Service:

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

Cost: \$30,000 in 2014 and \$30,000 in 2015

Roosevelt School Year Supplemental Unit of Service:

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: \$10,000

Elementary Summer Unit of Service:

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

Cost: \$140,000 in 2014 - \$140,000 in 2015

Other Enrichment Unit of 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: \$400,000

EAST BAY ASIAN YOUTH CENTER

The East Bay Asian Youth Center'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 1,000 children, youth, and their families who live in Oakland's San Antonio neighborhood. We believe that if a neighborhood is a place that fosters the healthy development of children, youth and families, young people will grow to be safe, smart, and socially responsible. We work to make our neighborhood a great place for families to raise their children by providing young people a seamless continuum of support services and engaging their families to make positive change in their community.

EBAYC Service Strategies

Violence Prevention

EBAYC helps young people who are on probation, parole, or are gang-involved move toward a healthy and productive life pathway. 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 eight neighborhood 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.

Economic Opportunities

EBAYC is the founding member of the Oak-to-Ninth Community Benefits Coalition that successfully established a partnership with Oakland Harbor Partners and the City of Oakland to build 465 new affordable family housing units, and to create new construction apprenticeships opportunities for 300 residents. In partnership with the Oakland Unified School District – Nutrition Services Department, EBAYC created "Oakland Fresh", a network of produce market and wrap-around nutrition education services at 25 schools.

Client#: 782690

EABAASIA

ACORDTM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/23/2014

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: Lorna Molina
	PHONE (A/C, No, Ext): 925 415-1136 FAX (A/C, No): 925 905-4284 E-MAIL ADDRESS: Lorna.Molina@HubInternational.com
INSURED East Bay Asian Youth Center 2025 E 12th St Oakland, CA 94606	INSURER(S) AFFORDING COVERAGE: Great American Insurance Compan NAIC #: 16691
	INSURER B: Oak River Insurance Company 34630
	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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Professional \$1mil GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X	PAC215313420	06/01/2014	06/01/2015	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 checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS		PAC215313420	06/01/2014	06/01/2015	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000		UMB307036603	06/01/2014	06/01/2015	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$
B	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	WC STATUTORY LIMITS 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
A	Crime/Employee Dishonesty		PAC215313420	06/01/2014	06/01/2015	Limit: \$5,000 Ded.: \$1,000

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

CERTIFICATE HOLDER Oakland United School District 1000 Broadway Oakland, CA 94607	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 United School District, City of Oakland, its Council members, directors, officers, agents, employees and volunteers

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