

Board Office Use: Legislative File Info.	
File ID Number	12-0893
Introduction Date	4/25/12
Enactment Number	12-1052
Enactment Date	4-25-12 ✓



OAKLAND UNIFIED  
SCHOOL DISTRICT

Community Schools, Thriving Students

# Memo

**To** Board of Education

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

**Board Meeting Date** April 25, 2012

**Subject** Approval of an Individual Service Agreement to the Master Memorandum of Understanding between Oakland Unified School District and East Bay Asian Youth Center, of Oakland, CA.

**Action Requested** Approval of the Individual Service Agreement to the Master Memorandum of Understanding (MMOU) between District and East Bay Asian Youth Center for services to be provided primarily to 304/Oakland High School.

**Background** 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 9, 2011, (Enactment number 11-1111). This agreement is to provide services for the development of full-service community school; develop and provide oversight of a seamless system of support services for students and families.

**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 between the District and East Bay Asian Youth Center, Oakland, CA, for the latter to provide services for the development of full-service community school; develop and provide oversight of a seamless system of support services for students and families consisting of 700 hours and serves 300 students at Oakland High School, for the period of January 1, 2012 through June 30, 2012, in an amount not to exceed \$35,000.00, pursuant to the terms and conditions as specified in the MOU.

**Recommendation** Approval by the Board of Education of an Individual Service Agreement to the Master Memorandum of Understanding (MMOU) between the District and East Bay Asian Youth Center, for services to be provided at 304/Oakland High School, for the period January 1, 2012 through June 30, 2012, in an amount not to exceed \$35,000.00.

**Fiscal Impact** Funding Resource Name: 9227/SBHC Site Coordination in an amount not to exceed \$35,000.00.

**Attachments**

- Individual Service Agreement
- Menu of Service
- Certificate of Insurance

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**OAKLAND UNIFIED SCHOOL DISTRICT**

Community Schools, Thriving Students

**INDIVIDUAL SERVICE AGREEMENT (ISA) 2011-2012**

MASTER MOU INFORMATION			
VENDOR NAME	East Bay Asian Youth Center		
VENDOR #	V012162	ENACTMENT #	
SITE / DEPT NAME	Oakland High School	SITE #	304
OUSD STAFF CONTACT - EMAILS ABOUT THIS CONTRACT SHOULD BE SENT TO:			

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 E	9-12	\$246,000.00	1	\$35,000.00
		\$		\$
		\$		\$
<b>TOTAL AMOUNT</b>				<b>\$35,000.00</b>
IF FEE DOES NOT EQUAL RATE PER UNIT MULTIPLIED BY DESIRED UNITS, EXPLAIN REASON FOR ALTERED RATE: Factor e & f: school opts to serve additional students utilizing additional grant funds, and other specialty services from this menu have been selected to augment some of the basic lead agency services in package above. Please refer to the attached scope of work for the details.				

BUDGET INFORMATION					
REQUISITION NUMBER	R0203191	START DATE	01/01/2012	END DATE	06/30/2012
RESOURCE #	RESOURCE NAME	ORG KEY		AMOUNT	
9227	SBHC Site Coordination	9221223302		\$35,000.00	
				\$	
				\$	

This Individual Services Agreement is a contract for services. Its execution by an authorized OUSD agent, commits OUSD to pay for services provided by this VENDOR under the terms and conditions of the Master MOU referenced and incorporated herewith.

VENDOR	NAME	EBAYC - Gianna Tran	TITLE	Deputy Executive Director
SIGNATURE		<i>Gianna Tran</i>	DATE	2-15-12
OUSD SITE ADMINISTRATOR	NAME	Alicia Romero	TITLE	Principal
SIGNATURE		<i>Alicia Romero</i>	DATE	3-5-12

APPROVAL			
IF USING FUNDS REVIEWED BY STATE AND FEDERAL PROGRAMS OR Quality Community School Development			
SPSA ACTION ITEM NUMBER: _____ OR, SPSA MODIFICATION DOCUMENTATION ATTACHED			
RESOURCE MANAGER, if using funds managed by:			
<input type="checkbox"/> State and Federal <input type="checkbox"/> Quality Community School Development <input type="checkbox"/> Complementary Learning / After School Programs			
SIGNATURE		DATE	
SIGNATURE	<i>Quintus Sautey</i>	DATE	4/5/2012
NETWORK OR DEPARTMENT EXECUTIVE OFFICER			
SIGNATURE	<i>Nelson L. McDonald</i>	DATE	4-2-12
PRESIDENT AND THE SECRETARY OF THE BOARD OF EDUCATION			
SIGNATURE	<i>M. J. ...</i>	DATE	4-10-12
SIGNATURE		DATE	

1713 *Jan ...*



## Oakland High School – Shop 55 Wellness Center

### School Based Health Center's Scope of Work

Contractor will meet regularly with site administrators to plan for the development of full-service community school; develop/provide oversight of a seamless system of support services for students and families;

Support the integration of youth and parent leadership throughout all full service community school efforts;

Conduct outreach to students and families about available resources; develop a comprehensive referral system that facilitates staff/students access to services;

Design programs to support student transitions, including but not limited to transition between grades or re-entry from the juvenile justice system;

Lead and manage the development of new programs, including service provider selection and program implementation and monitoring;

Conduct training for service providers to understand and align programs with school structures, systems, curriculum and goals; provide training and technical assistance to ensure cultural/linguistic appropriateness of services, programs, and communication efforts;

Establish systems to manage and maintain quality partnerships; develop sustainable partnerships with city, county and non-profit agencies;

Assist in brokering new partnerships that are in alignment with school goals and needs; facilitate integration and coordination of site-base services with other OUSD programs and services including mental health, family and community support and school nursing;

Lead the facilitation of data and information sharing between school and agencies;

Facilitate and/or provide technical assistance and support to various school leadership teams;

Work with school staff and administration to integrate academic and non-academic supports; assist school and partner agencies with resource management and development, including fund development and grant maintenance;

Participate in professional development provided by District and other partners around development of full-service community schools.

Convene monthly collaborative meetings;

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

### Lead Agency Unit of Service

#### **After School Services include:**

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

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

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

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

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

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

**Option A: services for up to 90 Elementary students: \$93,900**

**Option B: services for up to 110 Elementary students: \$134,700**

**Option C: services for up to 160 Elementary students: \$193,800**

**Option D: services for up to 180 Middle School students: \$217,000**

**Option E: High School services for up to 150 students: \$246,000**

#### **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

**Healthy Start Family Support Unit of Service:**

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

Healthy Start programming will serve up to 300 families throughout the school year.

**Cost: \$85,000**

**Atlantic Philanthropies Family Support Unit of Service:**

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

Atlantic Philanthropies programming will serve up to 100 families throughout the school year.

**Cost: \$57,000**





# CERTIFICATE OF LIABILITY INSURANCE

OP ID: GY

DATE (MM/DD/YYYY)

05/16/11

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).

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


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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Professional 1mil GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			PAC2153134	06/01/11	06/01/12	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ Excluded GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			PAC2153134	06/01/11	06/01/12	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N <input type="checkbox"/>	2200053101-082	06/08/11	06/08/12	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Property/Crime			PAC2153134	06/01/11	06/01/12	
C	Directors & Off			EK13019024	05/14/11	05/14/12	Limit 1,000,000

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

**CERTIFICATE HOLDER****CANCELLATION**

<b>OAKLUN1</b>  Oakland Unified School Dist 1025 Second Avenue Oakland, CA 94606	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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Enactment Date	6-22-11



OAKLAND UNIFIED  
SCHOOL DISTRICT

Community Schools, Thriving Students

OAKLAND UNIFIED SCHOOL DISTRICT  
Office of the Board of Education  
June 8, 2011

TO: Board of Education

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

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

**ACTION REQUESTED**

Approval by the Board of Education of a Master Memorandum of Understanding between District and East Bay Asian Youth Center. This establishes a one year relationship with East Bay Asian Youth Center, and a Not-To-Exceed amount of \$1,482,910.00. This amount is projected using historical cost data, known changes to the number of sites served and expected available grant funding allowable.

**BACKGROUND**

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

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





## **DISCUSSION**

**Vendor:** East Bay Asian Youth Center

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

**Not-To-Exceed Amount:** \$1,482,910.00

Determination of Not-to-Exceed Amount: Based on historical data and projections for the coming school year, it is anticipated that East Bay Asian Youth Center will provide services to 8 school sites.

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

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

## **FISCAL IMPACT**

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





**RECOMMENDATION**

Approval by the Board of Education of a Master Memorandum of Understanding between District and East Bay Asian Youth Center in an amount Not-To-Exceed \$1,482,910.00.

**ATTACHMENTS**

Master MOU

Scope of Work, to include alignment to the OUSD Five (5) Year Strategic Plan

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**OAKLAND UNIFIED  
SCHOOL DISTRICT**

*Community Schools, Thriving Students*

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
OAKLAND UNIFIED SCHOOL DISTRICT and  
East Bay Asian Youth Center  
2011-2012**

**1. INTENT**

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

**Cumulative Amount of ISA(s) NOT TO EXCEED \$ 1,482,910.00**

- 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, 2011 to June 30, 2012 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](http://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 2011-12 fiscal year to reflect additional changes resulting from such legislation.

**3. ADMINISTRATION OF MASTER MOU.**

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

Contract Administrator	Joel Ross
Department	Procurement
Address	900 High Street
City, State, Zip	Oakland, CA 94601
Phone	510-879-8374

- 3.2 Notices to CONTRACTOR shall be addressed as indicated:

Name	Gianna Tran
Title	Deputy Executive Director
Agency	East Bay Asian Youth Center
Address	2025 E. 12th St.
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 2011-2012.
- 4.2 **Independent Contractor.** This is not an employment contract. CONTRACTOR, is an independent contractor or business entity, and will be responsible for operations and management of its employees to sufficiently carry out the agreed upon Scope of Work. CONTRACTOR understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of OUSD, and are not entitled to benefits of any kind or nature normally provided or entitled to employees of OUSD, including, but not limited to, State Unemployment Compensation or Worker's Compensation. CONTRACTOR shall assume full responsibility for payment of all Federal, State, and local taxes or contributions necessary to do business in the State of California, including unemployment insurance, social security and income taxes with respect to CONTRACTOR's employees. In the performance of the work herein contemplated, CONTRACTOR is an independent contractor, with the sole authority for controlling and directing the performance of the details of the work, OUSD being interested only in the results obtained.
- 4.3 **Fiscal oversight and management.** CONTRACTOR shall be responsible for providing oversight, fiscal management, payroll services and technical assistance to its agents, employees or subcontractors. CONTRACTOR may be required to facilitate and collaborate with other service providers as necessary.
- 4.4 **No Rights in Third Parties.** This agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
- 4.5 **Ownership of Documents.** All documents created by CONTRACTOR pursuant to this Agreement, including but not limited to reports, designs, schedules, and other materials prepared, or in the process of being prepared, for the services to be performed by CONTRACTOR, are and shall be at the time of



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

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



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

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

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

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

## **5. CONDUCT OF CONTRACTOR.**

5.1 **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.

5.2 **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.

5.3 **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.

5.4 **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.

5.5 **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.

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

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

## **6. SCOPE OF WORK.**

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



## **7. INVOICING.**

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

I personally reviewed this invoice dated \_\_\_\_\_.

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

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

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

## **8. INDEMNIFICATION**

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

## **9. INSURANCE**

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



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

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

**ADDITIONAL ADDENDEM(S) ATTACHED**  
 (If this box is checked, additional terms and conditions apply.)

- |                                     |                          |   |
|-------------------------------------|--------------------------|---|
| Yes                                 | No                       |   |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <b>ASES PROGRAM GRANT (Elementary / Middle)</b>       |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <b>21<sup>st</sup> CCLC ASSET GRANT (High School)</b> |
| <input type="checkbox"/>            | <input type="checkbox"/> | <b>FIELDTRIPS</b>                                     |

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

*Gannalean*  
 CONTRACTOR

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

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

Date: 5/16/11

Date: 6/23/11

Date: 6/23/11

OAKLAND UNIFIED SCHOOL DISTRICT  
 Office of General Counsel  
 APPROVED FOR FORM & SUBSTANCE  
 By: *[Signature]*  
 Attorney at Law

**Legislative File**  
 File ID Number: 11-1234  
 Introduction: 6-13-11 *PT*  
 Enactment Number: 11-1111 *BJ*  
 Enactment Date: 6-22-11



**Master Memorandum of Understanding  
2011-2012**

**EAST BAY ASIAN YOUTH CENTER, OAKLAND, CA**

**Legislative File # 11-1234**

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**SCOPE OF WORK**

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The After School Lead Agency, East Bay Asian Youth Center, Oakland, CA, will provide daily, comprehensive after school services during the 2011-12 school year at an anticipated 11 school sites in OUSD. The Lead Agency will work collaboratively with school leadership to develop after school programming that is aligned with the OUSD Strategic Plan, complements the regular school day program, and supports each school's overarching goals and priorities for student achievement. After school services will support one or more of the following OUSD desired outcomes and strategic questions:

- **High School Graduation:** How many more Oakland children are graduating from high school?
- **Improved 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?
- **Increased Access to Health Services:** How many more Oakland children have access to, and use, the health services they need?

As part of the program planning process for each school served, the Lead Agency and school leadership will engage in the following structured planning to ensure alignment with the district's desired outcomes:

- a) Identify which of the district's four desired outcomes/strategic questions will the after school program intentionally support.
- b) Describe the program activities that will support each desired outcome.
- c) Identify metrics indicating how the program will measure its efforts to support the desired outcomes.

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

**Lead Agency Unit of Service**

**After School Services include:**

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

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

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

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

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

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

**Option A: services for up to 90 Elementary students: \$93,900**

**Option B: services for up to 110 Elementary students: \$134,700**

**Option C: services for up to 160 Elementary students: \$193,800**

**Option D: services for up to 180 Middle School students: \$217,000**

**Option E: High School services for up to 150 students: \$246,000**

**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

**Healthy Start Family Support Unit of Service:**

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

Healthy Start programming will serve up to 300 families throughout the school year.

**Cost: \$85,000**

**Atlantic Philanthropies Family Support Unit of Service:**

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

Atlantic Philanthropies programming will serve up to 100 families throughout the school year.

**Cost: \$57,000**

**ADDENDUM**  
**ASES PROGRAM GRANT (Elementary / Middle)**

1. **Intent.** This Memorandum of Understanding ("MOU") establishes the Oakland Unified School District's ("OUSD") intent to contract with the CONTRACTOR to serve as the lead agency to provide after-school educational programs and to serve a sufficient number of students and run services for a sufficient number of days to earn the core grant allocation of funding at at the school site detailed in the Individual Service Agreement ("ISA") under the following federal, state, and local grants:
  - After School Education and Safety Program ("ASESP")
  - California Department of Education ("CDE") 21<sup>st</sup> Century Community Learning Center (21<sup>st</sup> CCLC)
  - Oakland Fund for Children and Youth - This MOU will also outline services provided on OUSD school grounds through the Oakland Fund for Children and Youth ("OFCY") After-School Initiative funds that shall be utilized as matching funds to CDE ASESP and 21<sup>st</sup> CCLC funds.
2. **Term of MOU.** The term of this MOU shall be July 1, 2011 to June 30, 2012 and may be extended by written agreement of both parties.
3. **Termination.** OUSD may at any time terminate this MOU for any or no reason upon not less 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 MOU for cause should CONTRACTOR fail to perform any part of this MOU. In the event of termination for cause, OUSD may secure the required services from another contractor. If OUSD's cost of procuring services from another contractor exceeds the cost of providing the services pursuant to this MOU, CONTRACTOR shall pay the additional cost.
4. **Compensation.** CONTRACTOR shall be entitled to compensation from the ASESP and 21st CCLC grant award amount for the school site detailed in the ISA in accordance with the following terms and conditions:
  - 4.1. **Total Compensation.** Subject to the provisions of 4.2 Positive Attendance and the provisions of 4.3 Administrative Fee, CONTRACTOR shall receive the amount of the grant award less OUSD's administrative fees and other site costs agreed to by the Site Administrator and CONTRACTOR.
  - 4.2. **Positive Attendance.** Payment for services rendered related to the ASESP and 21st CCLC grants shall be based on actual student attendance rates (\$7.50 a day per student), not estimates, as those programs are "positive attendance based." OUSD reserves the right to modify the annual core allocation based on reported attendance. In the event that payments made to CONTRACTOR exceed the reported attendance for the Core grant, the CONTRACTOR will return payments to OUSD at the rate of \$7.50 a day per student. Documentation of attendance must be submitted through the OUSD/OFCY attendance systems in order for invoices for payment of services for the ASESP and 21st CCLC grants to be processed. Exhibit A (Attendance Reporting Schedule 2011-2012")
    - 4.2.1. **Reconciliation Process for Positive Attendance Based Grant Funds.** OUSD will adjust the payment of the "positive attendance based" grants based on quarterly review of monthly invoices and attendance for services rendered related to the ASESP, 21ST CCLC (Core Grant) for any adjustments resulting from the reconciliation of the attendance reports for that quarter's months. The attendance reconciliation process will assess the program's performance with respect to the required compliance with the grant mandated attendance rates. Based on the review, financial adjustments of additional payment or additional withholding will be made. Any remaining balance(s) will be forwarded to CONTRACTOR or



OUSD. Any adjustment required in excess of the withholding will necessitate additional adjustments to future invoices and payments.

- 4.2.2. Administrative Charges and Reconciliation.** CONTRACTOR understands and agrees that the reconciliation process for positive attendance based grants will include OUSD's withholding of administrative charges, as outlined in section 4.3, from any grant amounts earned through attendance.
- 4.3. OUSD Administrative Fees.** OUSD shall charge and withhold a 13% administrative fee from the 21st Century ASSETS Core Grant, Family Literacy, and Direct Access grant.
- 4.4. CONTRACTOR Administrative Fees.** CONTRACTOR understands and agrees that it may not charge more than 4% of the total contract amount as administrative fees and that its administrative fees must be set at an appropriate dollar amount to keep the ASSETS Core Grant, Family Literacy, and Direct Access grants within the grant-mandated allowable 15% for total indirect/administrative costs. The CONTRACTOR administrative fees charged to the ASSETS Core, Family Literacy, and Direct Access grants must be used for direct administrative costs and cannot be used for CONTRACTOR indirect costs. Direct administrative costs consist of expenditures for administrative activities that provide a direct benefit to the ASEP and 21<sup>st</sup> CCLC programs. Indirect costs consist of expenditures for administrative activities that are necessary for the general operation of the CONTRACTOR, but that cannot be tied to the ASSETS program.
- 4.5. Program Budget.** Due to result-based budgeting, the grant will remain as part of the site budget. Funds will be encumbered from the site budget on behalf of CONTRACTOR for the school year 2010-2011 and will not exceed the amount detailed in the ISA in accordance with the ("21<sup>st</sup> Century ASSETS Planning Tool/Comprehensive After School Program Budget for 2010-11") Exhibit B.
- 4.6. Modifications to Budget.** Any modifications to the approved grant budget must be approved by OUSD, CONTRACTOR, and CDE before expenditures of funds for modified line items are authorized. Except as expressly set forth herein, OUSD shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for OUSD. 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 OUSD and in that case must be replaced by CONTRACTOR without delay.
- 4.7. Program Fees.** The intent of the ASEP and 21<sup>st</sup> CCLC programs is to establish local programs that offer academic assistance and enrichment for students in need of such services regardless of their ability to pay. Though it is not against the rules to charge fees for participation in programs, the CA Department of Education discourages it because it could exclude students in need from attending and taking advantage of the after school program. Fees should not create a barrier to participation in the after school program. After school services must be equally accessible to all students targeted for services regardless of their ability to pay. Programs that propose to charge fees may not prohibit any family from participating because of their inability to pay and must offer a sliding scale of fees and scholarships for those who could not otherwise afford to participate. Any income collected from fees must be used to fund program activities specified in the grant application. CONTRACTOR shall do full accounting of fees collected, and documentation shall be kept for 5 years for auditing purposes. If CONTRACTOR decides to charge fees, this decision shall be made collaboratively with the Site Administrator, and CONTRACTOR shall work collaboratively with the Site Administrator and parent leaders to

develop an appropriate program fee structure for the school community. CONTRACTOR shall provide the OUSD After School Programs Office with written documentation of the program fee structure prior to charging any program fees, and shall provide OUSD with additional documentation upon request, to ensure grant compliance.

**5. Scope of Work.** CONTRACTOR will serve as lead agency at the site determined by the ISA, and will be responsible for operations and management of the ASSETS Core Grant, Family Literacy, and Direct Access grants contracted to CONTRACTOR by OUSD for fiscal year 2011-2012. This shall include the following required activities:

**5.1. Student Outcomes.** CONTRACTOR shall achieve the student outcomes as described in the grant application narrative and articulated in documents from the program evaluation team. CONTRACTOR agrees to develop school specific outcomes, as defined in partnership with the principal. CONTRACTOR recognizes that the principal is the chief decision maker for after school programs, and ensures that school site objectives are met.

**5.1.1. Alignment with Single Plan for Student Achievement (SPSA).** CONTRACTOR will ensure that the after school program aligns with OUSD and the school site detailed in the ISA and objectives to ensure the success of students as articulated in the School's Single Plan for Student Achievement (SPSA). CONTRACTOR will work in partnership with the school principal to ensure that the program components are aligned with and complement OUSD standards and school site curriculum.

**5.2. Oversight.** CONTRACTOR will provide oversight, fiscal management, payroll services, technical assistance, and facilitating collaboration with other service providers. CONTRACTOR must ensure compliance with 21<sup>st</sup> Century ASSETS Core Grant, Family Literacy, and Direct Access funding guideline requirements and follow OUSD after school policies and procedures. This includes compliance with OUSD staffing requirements and policies including No Child Left Behind and other legislative mandates.

**5.3. Enrollment.** CONTRACTOR will enroll 9th through 12th grade students at school sited detailed in the ISA, to serve sufficient number of students and run services for a sufficient number of days to earn the full core grant allocation of funding.

#### **5.4. Program Requirements**

**5.4.1. Program Hours.** Consistent with the 21<sup>st</sup> Century ASSETS program requirements, CONTRACTOR agrees to operate a minimum of 15 hours per week. This may include after school only OR after school and any combination of before school, weekends, summer intersession and vacation.

**5.4.2. Program Days.** CONTRACTOR shall offer a program for a minimum of 177-180 days during the 2011 – 2012 school year.

**5.4.2.1. Attendance Targets.** CONTRACTOR will operate the program for a sufficient number of days during the 2011 – 2012 school year to ensure that student attendance targets are met. This can include Summer Session.

**5.4.2.2. Program Closure.** CONTRACTOR will close the ASSETS program no more than a maximum of 3 days in the 2011-12 school year for staff professional development, as permitted by Education Code.



### **5.4.3. Program Components**

**5.4.3.1.** CONTRACTOR shall provide programming that supports the guidelines as outlined in the ASSETS Core Grant for students at school sited detailed in the ISA. CONTRACTOR understands that the ASSETS program has three required elements that must be offered in every funded program: academic assistance, enrichment, and family literacy services. CONTRACTOR understands that the academic and enrichment elements must provide additional support for pupils and be coordinated with the regular academic program requirements, standards-aligned curriculum and instructional materials, and assessments of pupil progress. CONTRACTOR agrees to provide programming consistent with grant guidelines, including, but not limited to:

**5.4.3.1.1 Academic Assistance.** ASSETS programs will include tutoring, homework assistance, Credit Recovery, and CAHSEE Prep in their academic assistance element. The assistance will be aligned with the regular academic programs of the students and will assist them in meeting state and local academic achievement standards in core academic subjects, such as reading, mathematics, and science.

**5.4.3.1.2 Enrichment.** Each ASSETS program will provide an enrichment element that offers participating students a broad array of additional services, programs, and activities designed to reinforce and complement the regular academic program. Services will be actively coordinated with the students' regular high school day program. It is strongly encouraged that programs include an Internship Program to develop Career Skills. In particular, the enrichment element activities must be developed in alignment with appropriate California content standards and standards-aligned instructional materials, related California curriculum frameworks, and other research-based practices.

**5.4.3.1.3 Family Literacy Services.** CONTRACTOR shall assess the need for family literacy services among adult family members of the high school students to be served by the program. All programs will, at a minimum, either refer families to existing services or coordinate with local service providers to deliver literacy and educational development services.

**5.4.3.2. Equitable Access Programming.** CONTRACTOR shall include a component for students at High School detailed in the ISA to support full access to program components

**5.4.3.3. Family Literacy Programming.** CONTRACTOR shall offer a component for guardians, parents, and caretakers of students at High School detailed in the ISA which includes parent workshops and training on a variety of topics including supporting youth academically, college and career readiness, and adult literacy development.

**5.4.4. Staff Ratio.** CONTRACTOR agrees that the staff to youth ratio will not exceed 1:20, with no more than 20 youth for each qualified, adult staff supervisor.

**5.5. Data Collection.** CONTRACTOR will work with OUSD to collect and analyze data on student enrollment, student attendance, student academic performance, student satisfaction, and parent satisfaction. These reports include, but are not limited to:

**5.5.1. Accountability Reports.** CONTRACTOR shall provide OUSD with the following set of program accountability reports:

- Financial reports
- Activity reports
- Outcomes reports: behavioral and academic

**5.5.2. Attendance Reports.** CONTRACTOR shall provide OUSD with attendance reports using the OUSD/OFCY attendance systems and maintain required attendance records utilizing the OUSD/OFCY attendance systems, including completion of mandatory monthly reports.

**5.5.3. Use of Enrollment Packet.** CONTRACTOR will use OUSD Oakland SUCCESS After School Program Parent Permission and Student Information enrollment packet, including early release waiver, for all after school participants. (Exhibit C) CONTRACTOR will seek the OUSD After School Programs Office approval for any modifications to the OUSD enrollment packet, in advance of distribution.

**5.6. Maintain Clean, Safe and Secure Environment.** CONTRACTOR shall maintain clean, safe, and secure program environments for staff and students in conjunction with OUSD guidelines. CONTRACTOR, as they view necessary, will initiate and establish additional cleanliness, safety, and security policies and protocol sufficient to ensure staff, student and family member safety.

**5.7. Meeting Participation.** CONTRACTOR will participate in technical assistance, training, orientation, monthly meetings and other support and resource development activities provided by OUSD and collaborative partners in conducting program planning, implementation, and evaluation. These include required regular meetings with the school principal or other identified designee to ensure collaboration with the school vision. CONTRACTOR shall participate in meetings facilitated by the OUSD After School Programs Office to address program quality, program improvements, and general troubleshooting.

**5.8. Relationships.** CONTRACTOR will maintain six essential collaborative relationships to ensure partnerships towards effective program implementation:

- Administration, faculty, and staff of the Site detailed in the ISA.
- OUSD After School Programs Office
- OUSD central administration departments
- Parents/Guardians
- Youth
- Community organizations and public agencies

**5.9. Licenses.** CONTRACTOR shall obtain and keep in force all licenses, permits, and certificates necessary for the performance of this MOU.

**6. Field Trip Policy. FIELD TRIPS, OFF SITE EVENTS AND OFF SITE ACTIVITIES:**

- CONTRACTOR will provide each Site Administrator and the OUSD After School Programs Office with a schedule of all after school program field trips and/or off site events and/or off site activities by the first day of each semester (Exhibit D)
- CONTRACTOR hereby certifies that after school program staff and/or subcontractors will comply with the following procedures for all field trips, off site events and off site activities:



- 6.1. Licenses Permission Slips/Acknowledgement.** Field trip/excursion permission slip must be signed by parent(s)/guardian(s) of all student participants and an acknowledgement must be signed by all adult chaperones both of which shall include the following information:
- 6.1.1.** a full description of the trip and scheduled activities
  - 6.1.2.** student/adult participant health information
  - 6.1.3.** "Notice of Waiver of All Claims: Education Code § 35330 provides that all persons making a field trip or excursion shall be deemed to have waived all claims against any school district, charter school, or the State of California for injury, accident, illness or death occurring during or by reason of the field trip or excursion, regardless of who holds the claims. If the field trip or excursion to which this permission slip applies is out-of-state, I hereby knowingly waive all of my and my daughter's/son's/ward's claims against any school district, charter school, and/or the State of California for injury, accident, illness or death occurring during or by reason of the out-of state field trip or excursion."
- 6.2.** After school program staff or subcontractors leading trip must have a written list of students attending trip.
- 6.3.** No student shall be prevented from making a trip due to lack of sufficient funds.
- 6.4.** After school program staff or subcontractors leading trip shall have a sufficient first aid kit in his or her possession or immediately available. If the trip is conducted in areas known to be infested with poisonous snakes, this first aid kit shall contain medically accepted snakebite remedies.
- 6.5. Health Conditions/Medication:** Trip participant health information will be gathered and reviewed in advance of trip and any needed revisions to supervision plan made, including making sure that chaperones understand relevant information (eg food allergies). A plan will be developed to collect, secure, and dispense prescription medications from their original containers only and consistent with physician's instructions.
- 6.6. Supervision**
- 6.6.1.** CONTRACTOR Executive Director must review and approve supervision plan.
  - 6.6.2.** Trip as structured is appropriate to age, grade level and course of study.
  - 6.6.3.** Chaperones are all CONTRACTOR employees or subcontractors, parent(s)/guardian(s), or other authorized chaperones and are 21 or older. After School Program Coordinator and lead trip staff are satisfied that all chaperones are willing and able to perform required duties, including understanding and implementing instructions, understanding health information for students in their group, and responding effectively in the event of an emergency. Trip attendees shall be limited to assigned school or early childhood education or after school program staff, students and authorized chaperones. Guests, including but not limited to friends and other family members, are strictly prohibited absent prior written approval of the after school program coordinator or CONTRACTOR executive director. Before the trip, after school program staff leading trip shall provide any adult chaperones who may accompany the students with clear information regarding their responsibilities. Chaperones shall be assigned a prescribed group of students and shall be responsible for the continuous monitoring of these students' activities. Chaperones shall



not consume alcoholic beverages or be under the influence of controlled substances while accompanying and supervising students on a trip.

- 6.6.4.** When a trip is made to a place of business or industry, staff shall arrange for an employee of the host company to serve as conductor.
- 6.6.5.** Adult:Student Ratio is at least 1:10 or higher if swimming or wading or high risk trip. If the trip involves water activities, this ratio shall be revised to ensure closer supervision of elementary grade or younger students, appropriate to their ages. The ratio of adults to students on field trips and excursions shall be reasonable under the circumstances.
- 6.6.6.** Safety requirements have been met (eg: current First aid/CPR training of at least one chaperone, first aid kits, emergency contact and health info, instructions for chaperones, staff and chaperones have cell phones which are charged and available for communication).
- 6.7. Transportation Requirements:** The after school program or subcontractors shall ensure compliance with all state laws and may transport by the use of its own equipment, contract to provide transportation or arrange transportation by the use of other equipment to enrolled after school participants provided that: (A) parent/guardians' written permission has been obtained in advance; (B) After School Program Coordinator has confirmed that: transportation arrangements are safe and appropriate; (C) all drivers have valid California driver's license; (D) all drivers have received fingerprint clearance; (E) provided that such transport is covered under driver or registered owner's personal automobile insurance or CONTRACTOR automobile liability insurance policy for at least \$100,000 per individual and \$300,000 per occurrence for liability for bodily injury; and \$50,000 per occurrence for liability for property damage; (F) all drivers and registered owners of private or rented vehicles used shall complete and sign declaration of driver forms assuring that: (i) the driver is at least 21 years of age and holds a current valid California driver's license;(ii) the driver has not been convicted of reckless driving or driving under the influence of drugs or alcohol within the past five years; and (iii) the driver provides proof of sufficient insurance; (G) if after school program arranges and/or contracts with a third party to provide this transportation, the organization or company with whom they contract must be licensed as a transportation provider, be certified to transport students (e.g., School Pupil Activity Bus certification) and have at least \$5,000,000 automobile and \$1,000,000 General Liability insurance; (H) arrangements have been made for additional vehicle for use in event of illness or emergency; and (I) students receive instruction in safe conduct on bus or other transport; and (J) drivers shall receive safety and emergency instructions and information which shall be kept in their vehicle, including health and emergency information for each student riding in his/her vehicle.
- 6.8.** CONTRACTOR must have reasonable confirmation that all organizations involved in the trip have demonstrated expertise and exhibit reasonably safe and reputable operating procedures and business practices appropriate to student trips.
- 6.9.** Vendor is licensed to provide all proposed activities.
- 6.10.** Voluntary Student Accident Insurance must be made available for purchase (required for all trips). All student participants on higher risk activities (e.g. swimming, snow trips, horseback riding, sailing, rafting, etc) must be covered by medical or accident insurance.
- 6.10.1.** Parents/guardians must be informed that there is no District insurance for the trip;



**6.10.2.** Program fees must include coverage for accidents or injuries to participants by an insurance carrier authorized to do business in California.

**6.11. ADDITIONAL REQUIREMENTS FOR HIGH RISK, OVERNIGHT, OUT OF STATE TRIPS:**

**6.11.1. Definition of High Risk Activities**

**6.11.1.1.** Because of concerns about the risk to student safety, the after school program coordinator shall not permit the following activities on campus or during CONTRACTOR sponsored after school program trips, events and activities unless the activity is properly supervised, students wear protective gear as appropriate, and each participant has insurance coverage:

- Amusement Parks
- Interscholastic Athletic Activities
- Bicycle riding
- Circus Arts
- Hiking (Moderate to rigorous terrain or length) vs short nature "walks"
- Hang gliding
- Horseback riding
- Ice Skating
- In-line or Roller Skating
- Rock climbing, climbing walls
- Skateboarding or use of non-motorized scooters
- Snow sports of any kind
- Trampoline; Jumpers
- Motorcycling
- Rodeo
- Target Shooting
- Water Activities including but not limited to: swimming, snorkeling, scuba diving, sailing, boating, kayaking, river rafting, water slides, water skiing etc.
- Outdoor active, experiential programs (Ropes course, pulley, etc.)
- Other activities determined by the school principal to have a high risk to student safety

**6.11.1.2** The cost of insurance coverage for such activities shall be borne by the student and/or CONTRACTOR.

**6.11.1.3** Students who operate or ride as a passenger on a bicycle, non-motorized scooter or skateboard upon a street, bikeway or any other public bicycle path or trail shall wear a properly fitted and fastened bicycle helmet that meets the standards of law. Students also shall be required to wear such helmets while wearing in-line or roller skates.

**6.11.2.** Department of Justice and FBI fingerprinting and fingerprint clearance must be obtained for all non-District employee chaperones. Chaperones who continue beyond one school year will need to get fingerprint clearance once every three years from the time they begin chaperoning on after school program trips. Chaperones shall act in accordance with district policies, regulations and school rules. A person who is required to register as a sex offender pursuant to Penal Code 290 shall not serve as a chaperone on any field trip.

6.11.3. No chaperone shall be assigned to provide supervision or instruction of students unless he/she has submitted evidence of an examination within the past 60 days to determine that he/she is free of active tuberculosis. Chaperones whose skin test negative shall thereafter be required to take tuberculosis test every four years or sooner if deemed necessary by CONTRACTOR.

6.11.4. Letter must be sent to parent(s)/guardian(s) and a meeting must be held for staff, chaperones, parent(s)/guardian(s) and students in advance of trip to discuss trip and safety related procedures, itinerary and questions.

6.11.5. Sleeping arrangements and night supervision are safe and appropriate.

6.11.6. **Vendor Proof of Insurance:** After school coordinator has obtained proof of insurance from all private vendors including:

- Facility
- Program

## 6.12. Additional Requirements for Field Trips/Excursions Which Include Swimming or Wading

6.12.1. No swimming or wading shall be allowed on trips unless planned and approved in advance.

6.12.2. When wading in the ocean, bay, river or other body of water as part of a planned, supervised outdoor education activity, after school program staff shall provide for a number of chaperones to exceed the normal one to ten ratio and shall instruct both chaperones and students of the real and potential risks inherent in such activities and the precautions necessary for their safety.

### 6.12.3. Swimming Activities

6.12.3.1. Parents/guardians must provide written permission for the student to swim and must indicate the student's swimming ability. Students whose parents do not give permission for their child to swim shall be identified in advance of trip and a tracking system designed to ensure they do not enter pool or swim area.

6.12.3.2. Swimming facilities, including backyard pools, must be inspected by the CONTRACTOR Executive Director and after school program staff before the trip is scheduled.

6.12.3.3. Owners of private pools must provide a certificate of insurance, designating OUSD and CONTRACTOR as an additional insured, for not less than \$2,000,000 in liability coverage.

6.12.3.4. Lifeguards must be designated for all swimming activities. If lifeguards are not provided by the pool owner or operator, the CONTRACTOR Executive Director shall ensure their presence. The CONTRACTOR Executive Director shall ensure that lifeguards are Red Cross certified or equivalent and must be at least 21 years old. A swim test must be administered before any student is permitted in the deep end of the pool or swim area. A tracking system shall be designed in advance of trip to identify those students who have and have not passed the swim test.



6.12.3.5. The ratio of adult chaperones to students shall be at least one to ten. In grades 4-6, this ratio shall be at least one to eight. In grades K-3, this ratio shall be at least one to four.

6.12.3.6. Specific supervisory responsibilities shall be determined in advance to accommodate the varying swimming abilities of students. These responsibilities shall be clarified in writing and reviewed verbally before the trip.

6.12.3.7. Emergency procedures shall be included with written instructions to adult chaperones and staff.

6.12.3.8. Staff and chaperones assigned to supervise students must wear swim suits and know how to swim and be at each side of the pool or swim area actively monitoring students at all times.

6.12.3.9. The After School Coordinator may require students to wear flotation devices, depending upon their age and swimming ability.

6.12.3.10. A buddy-system or other means of surveillance shall be arranged in advance and strictly enforced during swimming activities.

**6.13. Additional Requirements for trips to East Bay Regional Park District Bodies of Water (swimming pools, lagoons, shoreline parks and lakes) and Related Facilities**

6.13.1. At least 2 weeks prior to trip date, all persons attending trip, including, but not limited to, each and every student, teacher, instructor, chaperone, supervisor, parent, administrator, volunteer, or aide (hereinafter "participant") will provide to the School District Office of the General Counsel an original, properly completed, signed and dated East Bay Regional Park District Waiver (attached as Exhibit E), executed by either the participant if he or she is 18 years of age or older, or the participant's parent or legal guardian if the participant is under 18 years of age

6.13.2. Should CONTRACTOR fail to provide an original, properly completed, signed and dated East Bay Regional Park District Waiver for each trip participant as defined in Section 6.13.1 above, CONTRACTOR agrees to hold harmless, defend and indemnify OUSD, its officers, employees, volunteers and agents from all claims and actions resulting therefrom.

**7. Financial Records.** CONTRACTOR understands that OUSD is responsible for fiduciary and programmatic oversight for the expenditure of the 21st Century ASSETS Core Grant, Direct Access, and Family Literacy grant funds contracted to CONTRACTOR by OUSD for fiscal year 2011-2012. CONTRACTOR will function as a sub recipient of funding and as such will follow all required fiscal guidelines and meet outlined standards as referenced in applicable Federal and State sub recipient guidelines. CONTRACTOR will ensure that all contracted funds of this MOU are expended as per grant guidelines.

**7.1. Accounting Records.** CONTRACTOR will maintain its accounting records based upon the principles of fund accounting.

**7.2. Disputes.** CONTRACTOR shall make all records related to 21<sup>st</sup> Century ASSETS, Direct Access, and Family Literacy grants available to OUSD for review. OUSD and CONTRACTOR shall meet and confer regarding any disputes as to the amount of actual expenses before taking any action to collect funds.

**8. Invoicing**

**8.1. Billing Structure.** CONTRACTOR shall only invoice for actual expenditures incurred. Supporting documentation must be presented along with monthly invoices upon request. Billing



details must be provided upon request to OUSD to ensure compliance with related sub recipient and grant guidelines.

- 8.2. Unallowable Expenses.** CONTRACTOR may not purchase computers or capital equipment using 21<sup>st</sup> Century ASSETS Core Grant, Direct Access, or Family Literacy funds.
- 8.3. Invoice Requirements.** CONTRACTOR will submit invoices with evidence of the following staff qualifications for each CONTRACTOR employee and CONTRACTOR agent, including employees of subcontracting agencies and volunteers: TB Clearance, current CA Department of Justice and FBI fingerprint clearance, and Instructional Aide requirement. CONTRACTOR will utilize the required OUSD invoicing and staff qualifications form (Exhibit F) for regular invoice submission.
- 8.4. Submission of Invoices.** CONTRACTOR must submit invoices to OUSD on a timely and regular basis for services rendered. 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. (Exhibit G). For services rendered related to the 21<sup>st</sup> Century ASSETS Core Grant, Direct Access, and Family Literacy grants, OUSD shall pay CONTRACTOR, on a monthly basis, for appropriately documented expenses related to the 21<sup>st</sup> Century ASSETS Core Grant, Direct Access, and Family Literacy grants, with a cumulative total for 2011-12 **not to exceed the amount detailed in that site's ISA** in accordance with the attached Exhibits to this Memorandum. Invoices for payment of services shall be submitted by the 10<sup>th</sup> of each month to the Oakland SUCCESS office, utilizing the required OUSD invoicing and staff qualifications form (Exhibit F). OUSD will strive to adhere to second Accounts Payable check run per the published schedule of monthly payments if invoices are submitted in accordance with the established deadlines in this section of the MOU and invoices are submitted in accordance with the requirements set forth herein.
- 8.5. Submission of Invoices for 21<sup>st</sup> Century ASSETS Grants.** For services rendered related to the 21<sup>st</sup> Century ASSETS grants, OUSD shall pay CONTRACTOR, on a monthly basis, for appropriately documented expenses related to the 21<sup>st</sup> Century ASSETS grant, with a cumulative total for 2011-12 **not to exceed the amount detailed in that site's ISA** in accordance with the attached Exhibits to this MOU. Invoices for payment of services shall be submitted by the 10<sup>th</sup> of each month to the OUSD After School Programs Office, utilizing the required OUSD invoicing and staff qualifications form (Exhibit F). OUSD will strive to adhere to second Accounts Payable check run per the published schedule of monthly payments if invoices are submitted in accordance with the deadlines and requirements as set forth in this section and the accompanying Exhibits.
- 9. Ownership of Documents.** Pursuant to California law, CONTRACTOR will maintain program and fiscal documentation for a minimum of five years. All documents created by CONTRACTOR pursuant to this MOU, including but not limited to reports, designs, schedules, registration packets, early release waivers, 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 OUSD, with all intellectual property rights therein vested in OUSD at the time of creation. OUSD shall be entitled to access to and copies of these materials during the progress of the work. Any such materials in the hands of CONTRACTOR or in the hands of any subcontractor upon completion or termination of the work shall be immediately delivered to OUSD. If any materials are lost, damaged or destroyed before final delivery to 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 MOU for its use in its general business activities.



## 10. Changes

- 10.1 CONTRACTOR Changes.** CONTRACTOR may, at any time, by written order, make changes consistent with Section 5 Scope of Work of this MOU. If such changes cause an increase or decrease in the budgeted cost of or the time required for performance of the agreed upon work, an equitable adjustment as mutually agreed shall be made in the limit on compensation as set forth in Section 4 or in the time of required performance as set forth in Section 5.4, or both. In the event that CONTRACTOR encounters any unanticipated conditions or contingencies that may affect the scope of work or services and result in an adjustment in the amount of compensation specified herein, CONTRACTOR shall so advise OUSD immediately upon notice of such condition or contingency. The written notice 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 to 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 amendment to this MOU and signed by OUSD prior to CONTRACTOR's implementation of such changes.
- 10.2 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 2011-12 fiscal year to reflect additional changes resulting from such legislation.

## 11. Conduct of Consultant

- 11.1. Child Abuse and Neglect Reporting Act.** CONTRACTOR will 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 CONTRACTOR as stated in California Penal Code § 11164 – 11174.
- 11.2. Staff Requirements.** CONTRACTOR will adhere to the following staff requirements for each CONTRACTOR agent, including employees, staff of subcontracting agencies, and volunteers. CONTRACTOR will provide OUSD with evidence of staff qualifications, consistent with invoicing requirements outlined in Section 8.3 which include:
- 11.2.1. Tuberculosis Screening.** Current documentation of negative TB Test (PPD) on file for each CONTRACTOR agent working with students.
- 11.2.2. Background Check.** Current California Department of Justice (CDOJ) fingerprint clearance and FBI fingerprint clearance for each CONTRACTOR agent working with students. CONTRACTOR will not permit its agents to come into contact with students until CDOJ and FBI clearance is ascertained, and CONTRACTOR will certify in writing to OUSD that none of its agents who may come into contact with pupils have been convicted of a violent or a serious felony.
- 11.2.3. Minimum Qualifications.** CONTRACTOR staff and agents who directly supervise students and are included in the 1:20 staff to student ratio must meet the following minimum qualifications for an instructional aide: a high school diploma or its equivalency and one of the following: an AA degree; or completion of 48 semester units in college; or successful completion of the Instructional Assistant exam, administered by the Alameda County Office of Education.
- 11.3. Removal of Staff.** In the event that OUSD, in its sole discretion, at any time during the term of this MOU, desires the removal of any CONTRACTOR related persons, employee, representative or agent from OUSD school site and, or property, CONTRACTOR shall immediately upon receiving notice from OUSD of such desire, cause the removal of such person or persons. Prior to the removal or change of any CONTRACTOR staff member who is a regular part of the after school program, CONTRACTOR 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.

- 11.4. 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. 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.
- 11.5. Drug-Free / Smoke Free Policy.** CONTRACTOR understands that OUSD does not permit No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, CONTRACTOR, or subcontractors are to use drugs on these sites
- 11.6. 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).
- 12. Indemnification.** CONTRACTOR shall indemnify, hold harmless and defend OUSD and each of its officers, officials, employees, volunteers and agents from any loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by OUSD, 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 MOU. CONTRACTOR's obligations under the preceding sentence shall apply jointly and severally regardless of whether OUSD 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 OUSD. If CONTRACTOR should subcontract all or any portion of the work or activities to be performed under this MOU, CONTRACTOR shall require each subcontractor to indemnify, hold harmless and defend OUSD, its officers, officials, employees, volunteers or agents in accordance with the terms of the proceeding paragraph.
- 13. Insurance.** 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:
- 13.1. 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.
- 13.2. Workers' Compensation** insurance, as required by the California Labor Code, with not less than the statutory limits.
- 13.3. 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





MOU and before work commence under this MOU. If at any time said policies of insurance lapse or become canceled, this MOU 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. **Exhibit H** ("Certificates of Insurance").

**14. Litigation.** [This section is intentionally deleted by the parties].

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

**16. Counterparts.** This MOU and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

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

OAKLAND UNIFIED SCHOOL DISTRICT

  
\_\_\_\_\_  
President, Board of Education      6/23/11  
Date

  
\_\_\_\_\_  
Secretary, Board of Education      6/23/11  
Date

CONTRACTOR

  
\_\_\_\_\_  
CONTRACTOR Director Signature      5/16/11  
Date

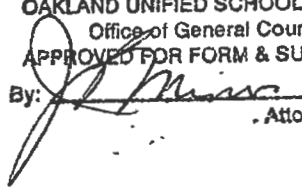
Gianna Tran, Deputy Executive Director  
Print Name, Title

**Attachments:**

- **Exhibit A.** Attendance Reporting Schedule
- **Exhibit B.** Planning Tool/Comprehensive After School Program Budget
- **Exhibit C.** Enrollment Packet, including Early Release Waiver
- **Exhibit D.** List of Anticipated Field Trips, Off Site Events and Off Site Activities
- **Exhibit E.** Waiver for use of East Bay Regional Park District Bodies of Water (Swimming Pools, Lagoons, Shoreline Parks and Lakes) and Related Facilities
- **Exhibit F.** Invoicing and Staff Qualifications Form
- **Exhibit G.** Fiscal Procedures and Policies
- **Exhibit H.** Certificates of Insurance
- **Exhibit I.** Statement of Qualifications

MOU template approved by Legal April, 2011

OAKLAND UNIFIED SCHOOL DISTRICT  
Office of General Counsel  
APPROVED FOR FORM & SUBSTANCE

By:   
\_\_\_\_\_  
Attorney at Law