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| Board Office Use: Legislative File Info. | |
| File ID Number | 14-0678 |
| Introduction Date | 4-23-14 |
| Enactment Number | 14-0697 |
| Enactment Date | 4-23-14 |



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

Memo

To Board of Education

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

Board Meeting Date
(To be completed by
Procurement)

4-23-14

Subject Individual Service Agreement - Master Memorandum of Understanding - East Bay Asian Youth Center (contractor) - 212/Roosevelt Middle School (site)

Action Requested Approval of the Individual Service Agreement to the Master Memorandum of Understanding (MOU) between District and East Bay Asian Youth Center, for services to be provided primarily to 212/Roosevelt Middle School.

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

The attached Individual Service Agreement is the contracting of services at the negotiated price, stated in the referenced Master MOU, approved by the Board of Education on June 26, 2013 (Enactment number 13-1502). These funds will strengthen parent engagement in student learning at Roosevelt in a systemic and sustainable manner, and thereby improve student academic outcomes.

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 (MMOU) between the District and East Bay Asian Youth Center, Oakland, CA, for the latter to provide their Menu of Service, Option Family Support Services, to incorporate a broad range of support services that aim to improve parent leadership, improve family health, improve school attendance and improve academic achievement. Services include: parent leadership workshops, truancy intervention services, and community education events at Roosevelt Middle School for the period of August 26, 2013 through June 15, 2014, in an amount not to exceed \$22,278.91, pursuant to the terms and conditions as specified in the MMOU.

Recommendation Approval by the Board of Education of an Individual Service Agreement to the Master Memorandum of Understanding (MOU) between the District and East Bay Asian Youth Center for the latter to strengthen parent engagement in student learning at Roosevelt in a systemic and sustainable manner, and thereby improve student academic outcomes at Roosevelt Middle School for the period August 26, 2013 through June 15, 2014.

Fiscal Impact Funding Resource: 7090/EIA INSTRU-212 in an amount not to exceed \$22,278.91

Attachments

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

| | |
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OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

INDIVIDUAL SERVICE AGREEMENT (ISA)

2013-2014

MASTER MOU INFORMATION

| | | | |
|--|-----------------------------|------------------------------|---------|
| VENDOR NAME | East Bay Asian Youth Center | | |
| VENDOR # | V012162 | ENACTMENT # | 13-1502 |
| SITE / DEPT NAME | Roosevelt Middle School | SITE # | 212 |
| OUSD STAFF CONTACT - EMAILS ABOUT THIS CONTRACT SHOULD BE SENT TO: | | clifford.hong@ousd.k12.ca.us | |

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

| SERVICE AND UNIT OF SERVICE (SEE EXHIBIT A OF MASTER MOU FOR A FULL DESCRIPTION OF SCOPE OF WORK AND MENU OF SERVICES) | GRADE LEVEL(S) SERVED | RATE PER UNIT | DESIRED UNITS | AMOUNT (DESIRED UNITS TIMES RATE PER UNIT) |
|--|-----------------------|---------------|---------------|--|
| Lead Agency Unit of Service - Family Support | 6-8 | \$ 22,278.91 | 1 | \$ 22,278.91 |
| | | \$ | | \$ |
| | | \$ | | \$ |
| TOTAL AMOUNT | | | | \$ 22,278.91 |

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

BUDGET INFORMATION

| | | | | | |
|--------------------|---------------|-----------------|--------|--------------|---------|
| REQUISITION NUMBER | R0406920 | START DATE | 7/1/13 | END DATE | 6/15/14 |
| RESOURCE # | RESOURCE NAME | ORG KEY | | AMOUNT | |
| 7090 | EIA-INSTR-212 | 2124859101-5825 | | \$ 22,278.91 | |
| | | | | \$ | |
| | | | | \$ | |

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

| | | | | |
|-------------------------|--------------------|-------------|-------|---------------------------|
| VENDOR | NAME | Gianna Tran | TITLE | Deputy Executive Director |
| SIGNATURE | <i>Gianna Tran</i> | | DATE | 12/16/13 |
| OUSD SITE ADMINISTRATOR | NAME | Cliff Hong | TITLE | Principal |
| SIGNATURE | <i>Cliff Hong</i> | | DATE | 12/16/13 |

APPROVAL

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

RESOURCE MANAGER, if using funds managed by:

☒ State and Federal ☐ Quality Community School Development ☐ After School Programs

| | | | |
|---|--------------------|------|---------|
| SIGNATURE | <i>Susan Kaus</i> | DATE | 2/24/14 |
| SIGNATURE | | DATE | |
| NETWORK OR DEPARTMENT EXECUTIVE OFFICER | | | |
| SIGNATURE | <i>[Signature]</i> | DATE | 2/26/14 |
| PRESIDENT AND THE SECRETARY OF THE BOARD OF EDUCATION | | | |
| SIGNATURE | <i>[Signature]</i> | DATE | 4-24-14 |
| SIGNATURE | <i>[Signature]</i> | DATE | 4-24-14 |

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

Lead Agency Unit of Service

After School Services include:

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

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

After School program will serve up to 150 students at seven elementary school sites, 300 at the middle school site, and 135 at the high school site. Services will be offered daily, Monday through Friday, from September – June. Program will begin immediately at the end of the regular school day and will stay open until 6pm daily.

The After School Services include internship, homework assistance, math intervention, reading intervention, sport, culinary arts, science, visual and performing art instruction.

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

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

Option A: services for up to 85 Elementary students: \$99,000

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

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

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

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

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

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

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

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

Safe and Supportive School (S3) Unit of Service:

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

Cost: \$20,000

School Based Health Center Site Coordination Unit of Service:

SBHC Site Coordination champions the site's community school work, and provides services incorporate a broad range of support services for students and families that aim to improve health, school attendance and academic achievement. Services include the oversight and integration of Shop 55's medical, mental health and youth development services.

One unit of SBHC Site Coordination services will serve up to 500 students throughout the school year.

Cost: \$50,000

Roosevelt Summer Unit of Service:

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

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

Elementary Summer Unit of Service:

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

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

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

Family Support Unit of Service Garfield:

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

Cost: \$60,000

Family Support Unit of Service Roosevelt:

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

Cost: \$25,000

Public Health Academy Unit of Service:

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

Cost: \$20,000



CERTIFICATE OF LIABILITY INSURANCE

EASTBAA

OP ID: AU

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

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

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

| | | | |
|--|--|---|---|
| PRODUCER HUB International Insurance License #0757776 P. O. Box 5076 San Ramon, CA 94583-1328 George Yin | | Phone: 925-866-7050 Fax: 925-866-8275 | CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: FAX (A/C, No): |
| INSURED East Bay Asian Youth Center 2025 E 12th St Oakland, CA 94606 | | INSURER(S) AFFORDING COVERAGE INSURER A: Great American Insurance INSURER B: INSURER C: INSURER D: INSURER E: INSURER F: | |
| | | NAIC # 16691 | |

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

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

Oakland Unified School District, City of Oakland, its Councilmembers, directors, officers, agents, and employees and volunteers are named as additional insured per the attached endorsement.

CERTIFICATE HOLDER**CANCELLATION**

OAKLUN1

Oakland Unified School District
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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| Board Office Use: Legislative File Info. | |
|--|-------------------|
| File ID Number | 13-1411 |
| Introduction Date | 6/26/13 |
| Enactment Number | 13-1502 |
| Enactment Date | 6-26-13 <i>lf</i> |



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

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

TO: Board of Education

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

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

ACTION REQUESTED

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

BACKGROUND

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

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



DISCUSSION

Vendor: East Bay Asian Youth Center

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

Not-To-Exceed Amount: \$2,756,386.00

Determination of the Not-to-Exceed Amount is based on historical data and projections for the coming school year, it is anticipated that East Bay Asian Youth Center will provide services to 26 school sites.

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

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

FISCAL IMPACT

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



RECOMMENDATION

Approval of the Amendment to the Master MOU between East Bay Asian Youth Center and the Oakland Unified School District authorizing the President and Secretary of the Board to enter into and execute an Amendment to the Master Memorandum of Understanding and Individual Service Agreement(s) with East Bay Asian Youth Center in an amount Not-To-Exceed \$2,756,386.00.

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

ATTACHMENTS

- Master MOU

| Board Office Use: Legislative File Info. | |
|--|---------|
| File ID Number | 13-141 |
| Introduction Date | 6/26/13 |
| Enactment Number | 13-1502 |
| Enactment Date | 6-26-13 |



**OAKLAND UNIFIED
SCHOOL DISTRICT**

Community Schools. Thriving Students

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

2013-2014

1. INTENT

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

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

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

2. TERMS AND CONDITIONS

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

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

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

2.16 **Changing Legislation.** CONTRACTOR understands that changes in Federal, or state legislation or District policy may impact funding levels, grant requirements, and responsibilities of CONTRACTOR during an academic school year. This MOU may be amended during the 2013-14 fiscal year to reflect additional changes resulting from such legislation.

3. **ADMINISTRATION OF MASTER MOU**

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

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

3.2 Notices to CONTRACTOR shall be addressed as indicated:

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

4. **AREAS OF AUTHORITY**

4.1 **Oakland Unified School District.** The Oakland Unified School District is responsible for fiduciary and programmatic oversight for the expenditure of funds contracted to CONTRACTOR by OUSD for fiscal year 2013-2014.

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

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

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

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

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

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

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

5. CONDUCT OF CONTRACTOR.

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

6. SCOPE OF WORK.

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

7. INVOICING.

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

I personally reviewed this invoice dated_____.

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

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

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

8. INDEMNIFICATION

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

9. INSURANCE

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

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

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

☒ **ADDITIONAL ADDENDUM(S) ATTACHED**

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

Yes

No



ASES / 21st CCLC PROGRAM GRANTS (Elementary / Middle)




21st CCLC ASSET GRANT (High School)




FIELDTRIPS ONLY

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



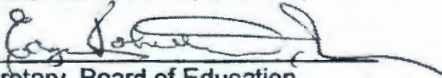
CONTRACTOR

Date: 6/6/13



President, Board of Education
Oakland Unified School District

Date: 6/27/13



Secretary, Board of Education
Oakland Unified School District

Date: 6/27/13

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

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

Total
\$2,756,386

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

Lead Agency Unit of Service

After School Services include:

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

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

After School program will serve up to 150 students at seven elementary school sites, 300 at the middle school site, and 135 at the high school site. Services will be offered daily, Monday through Friday, from September – June. Program will begin immediately at the end of the regular school day and will stay open until 6pm daily.

The After School Services include internship, homework assistance, math intervention, reading intervention, sport, culinary arts, science, visual and performing art instruction.

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

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

Option A: services for up to 85 Elementary students: \$99,000

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

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

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

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

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

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

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

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

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

Family Support Unit of Service Garfield:

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

Cost: \$60,000

Family Support Unit of Service Roosevelt:

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

Cost: \$25,000

Public Health Academy Unit of Service:

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

Cost: \$20,000

Safe and Supportive School (S3) Unit of Service:

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

Cost: \$20,000

School Based Health Center Site Coordination Unit of Service:

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

Cost: \$35,000

Roosevelt Summer Unit of Service:

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

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

Elementary Summer Unit of Service:

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

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



CERTIFICATE OF LIABILITY INSURANCE

EASTBAA

OP ID: AU

DATE (MM/DD/YYYY)

05/02/13

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

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

| | | | |
|--|--|---|---|
| PRODUCER HUB International Insurance License #0757776 P. O. Box 5076 San Ramon, CA 94583-1328 George Yin | | Phone: 925-866-7050 Fax: 925-866-8275 | CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: FAX (A/C, No): |
| INSURED East Bay Asian Youth Center 2025 E 12th St Oakland, CA 94606 | | INSURER(S) AFFORDING COVERAGE INSURER A: Great American Insurance INSURER B: INSURER C: INSURER D: INSURER E: INSURER F: | |
| | | NAIC # 16691 | |

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

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

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

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

Oakland Unified School District, City of Oakland, its Councilmembers, directors, officers, agents, and employees and volunteers are named as additional insured per the attached endorsement.

CERTIFICATE HOLDER**CANCELLATION**

OAKLUN1

Oakland Unified School
District
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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CERTIFICATE OF LIABILITY INSURANCE

EASTBAA

OP ID: AU

DATE (MM/DD/YYYY)

06/07/12

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

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

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

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

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

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

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

CERTIFICATE HOLDER**CANCELLATION**

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

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

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

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

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| Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf. | | |
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| A. | In the performance of your ongoing operations; or |
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| B. | In connection with your premises owned by or rented to you. |
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EAST BAY ASIAN YOUTH CENTER

Statement of Qualification

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

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

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

EBAYC Service Strategies

Juvenile Justice

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

High Quality Schools

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

Community Development

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

| Site # | Priority Area | Student Group | Item# | Strategic Action | Resource Name | Res.# | Object Name | Object# | Position Code | FTE | Budget Amount |
|--------|--|---|---------------------------------|--|---------------|-------|-------------|---------|---------------|-----|---------------|
| 212 | SQI1 A Balanced Literacy & Literacy Across the Curriculum | Far Below Basic, Below Basic, and Basic | 212SQ1A5305 | Supplies above and beyond the core program. | EIA - SCE | 7090 | SUPPLIES | 4310 | | 0 | \$2,035.76 |
| 212 | SQI1 A Balanced Literacy & Literacy Across the Curriculum; SQI1 B Science, Technology, Engineering, Mathematics; SQI1 E Accelerating Students through Targeted Approaches; SQI1 F Extending Learning Time; SQI2 A School Culture | Far Below Basic, Below Basic, and Basic | 212SQ1ASQI1BSQ11ESQ11FSQI2A4876 | This teacher will work with a small group of students who struggle in literacy, for 40 minutes each morning. One day a week is set aside for PD. | EIA - SCE | 7090 | | | K12TCH0278 | 0.2 | \$11,419.14 |
| 212 | SQI1 A Balanced Literacy & Literacy Across the Curriculum; SQI1 B Science, Technology, Engineering, Mathematics; SQI1 E Accelerating Students through Targeted Approaches; SQI1 F Extending Learning Time; SQI2 A School Culture | Far Below Basic, Below Basic, and Basic | 212SQ1ASQI1BSQ11ESQ11FSQI2A4877 | This teacher will work with a small group of students who struggle in literacy, for 40 minutes each morning. One day a week is set aside for PD. | EIA - SCE | 7090 | | | K12TCH0299 | 0.2 | \$14,186.77 |
| 212 | SQI1 A Balanced Literacy & Literacy Across the Curriculum; SQI1 B Science, Technology, Engineering, Mathematics; SQI1 E Accelerating Students through Targeted Approaches; SQI1 F Extending Learning Time; SQI2 A School Culture | Far Below Basic, Below Basic, and Basic | 212SQ1ASQI1BSQ11ESQ11FSQI2A4878 | This teacher will work with a small group of students who struggle in literacy, for 40 minutes each morning. One day a week is set aside for PD. | EIA - SCE | 7090 | | | K12TCH1967 | 0.2 | \$8,702.56 |
| 212 | SQI1 B Science, Technology, Engineering, Mathematics | Far Below Basic, Below Basic, and Basic | 212SQ1B4869 | This teacher will work with a small group of students who struggle in math, for 40 minutes each morning. One day a week is set aside for PD. | EIA - SCE | 7090 | | | K12TCH0469 | 0.2 | \$13,582.55 |
| 212 | SQI1 D College, Career & Workforce ; SQI2 C Interrupting Chronic Absence (Attendance); SQI4 A Family & Community Engagement | English Learners | 212SQ1DSQI2CSQI4A4889 | Hire Gerardo Palafox as a TSA. | EIA - SCE | 7090 | | | C10TSA0071 | 0.1 | \$6,096.88 |
| 212 | SQI1 D College, Career & Workforce ; SQI4 A Family & Community Engagement | Far Below Basic, Below Basic, and Basic | 212SQ1DSQI4A4884 | Angelica Reyes Sosa will be hired as director of family services. She will coordinate parent meetings including the Roosevelt Parent Association to gather feedback from and organize parents to improve the school. | EIA - SCE | 7090 | CONSULTANTS | 5825 | | 0 | \$22,278.91 |