Board Office Use: Le	gislative File Info.
File ID Number	15-1348
Introduction Date	8/12/15
Enactment Number	15-1260
Enactment Date	8/12/15 00



Memo	
То	Board of Education
From	Antwan Wilson, Superintendent
Board Meeting Date (To be completed by Procurement)	8/12/15
Subject	Professional Services Contract - East Bay Asian Youth Center
	- 922/Community Schools and Student Services Dept. (site/department)
Action Requested	Ratification of professional services contract between Oakland Unified School District and East Bay Asian Youth Center Services to be primarily provided to <u>922/Community Schools and Student Services Dept.</u> for the period of <u>05/01/2015</u> through <u>08/21/2015</u> .
	for the period of <u>05/01/2015</u> through <u>08/21/2015</u> .
Background A one paragraph explanation of why the consultant's services are needed.	OUSD's 21st Century Community Learning Center grants for elementary and middle school sites include Supplemental Funding to support summer learning programs, operated in partnership between schools and community organizations. In order to fulfill the grant requirements, OUSD is contracting with existing after school lead agency partners to provide enhanced and increased summer services at schools that will operate Title 1 funded morning academic programs. The community partner will provide an additional 3 hours of afternoon enrichment so students can participate in a full day, 6 hour program. Summer Program Hub: Oakland High School
Discussion One paragraph summary of the scope of work.	Ratification by the Board of Education of a Professional Services Contract between the District and East Bay Asian Youth Center, Oakland, CA, for the latter to work in partnership with the regular summer school program to expand and enhance summer enrichment and support services for 9th through 12th grade students; work collaboratively with the summer school to provide afternoon enrichment, physical activity, and support services, enabling students to participate in a full 6-hour, daily summer learning program at Oakland High School for the period of May 1, 2015 through August 21, 2015, in the amount of \$14,820.00.
Recommendation	Ratification of professional services contract between Oakland Unified School District and East Bay Asian Youth Center Services to be primarily provided to 922/Community Schools and Student Services Dept. for the period of 05/01/2015through 08/21/2015
Fiscal Impact	Funding resource name (please spell out) 4124/21st CCLC Core Funding
	not to exceed 14,820.00
Attachments	<ul> <li>Professional Services Contract including scope of work</li> <li>Fingerprint/Background Check Certification</li> <li>Insurance Certification</li> <li>TB screening documentation</li> <li>Statement of qualifications</li> </ul>

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OAKLAND UNIFIED SCHOOL DISTRICT Community Schools, Thriving Students

## **PROFESSIONAL SERVICES CONTRACT 2014-2015**

This Agreement is entered into between East Bay Asian Youth Center

(CONTRACTOR) and Oakland Unified School District (OUSD). OUSD is authorized by Government Code Section 53060 to contract for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, and administrative matters with persons specially trained, experienced, and competent to perform such services. CONTRACTOR warrants it is specially trained, experienced, and competent to provide such services. The parties agree as follows:

- 1. Services: CONTRACTOR shall provide the ("Services" or "Work") as described in Exhibit "A," attached hereto and incorporated herein by reference.
- Terms: CONTRACTOR shall commence work on <u>05/01/2015</u>, or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below <u>\$86,000</u> in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed <u>\$86,000</u>, whichever is later. The work shall be completed no later than <u>08/21/2015</u>.
- Compensation: OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement. The compensation under this Contract shall not exceed <u>Fourteen Thousand</u>, Eight Hundred Twenty

Dollars (14,820.00 per fiscal year], at an hourly billing rate not to exceed \_\_\_\_\_ per hour. This sum shall be for

full performance of this Agreement and includes all fees, costs, and expenses incurred by Contractor including, but not limited to,

labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs, and other costs.

If CONTRACTOR will be compensated hourly for services provided under this Contract, CONTRACTOR shall describe in Exhibit "A," attached hereto, the specific scope of services to be delivered on an hourly basis to OUSD.

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: <u>N/A</u>.

Payment for Work shall be made for all undisputed amounts in monthly installment payments within forty-five (45) days after 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.

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 the District and in that case must be replaced by CONTRACTOR without delay.

4. Equipment and Materials: CONTRACTOR shall provide all equipment, materials, and supplies necessary for the performance of this

Agreement except: N/A

which shall not exceed a total cost of

### 5. CONTRACTOR Qualifications / Performance of Services:

**CONTRACTOR Qualifications**: CONTRACTOR warrants it 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,/or regulations, as they may apply.

Standard of Care: CONTRACTOR warrants 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.

- 6. Invoicing: Invoices furnished by CONTRACTOR under this Agreement must be in a form acceptable to OUSD. All amounts paid by OUSD shall be subject to audit by OUSD. Invoices shall include, but not be limited to: Contractor name, Contractor address, invoice date, invoice number, purchase order number, name of school or department service was provided to, period of service, name of the person performing the service, date service was rendered, brief description of services provided, number of hours of service, hourly rate, total payment requested.
- Notices: All notices and invoices provided for under this Agreement shall be in writing and either personally delivered during normal business hours or sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other party at the address set forth below:

OUSD Representative:	CONTRACTOR:
Name: Julie McCalmont	Name:Gianna Tran
Site /Dept .: 922/Community Schools and Student Services Dept.	Title: _ Deputy Executive Director
Address: 746 Grand Avenue	Address: 2025 East 12th Street
Oakland CA 94610	Oakland CA 94606
Phone: (510) 273-1576	Phone: (510) 533-1092
Email: julie.mccalmont@ousd.k12.ca.us	Email: gianna@ebayc.org

Notice shall be effective when received if personally served or, if mailed, three days after mailing. Either party must give written notice of a change of address.

8. Status of Contractor: This is not an employment contract. CONTRACTOR, in the performance of this Agreement, shall be and act as an independent contractor. 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 employees of OUSD and/or to which OUSD's employees are normally entitled, 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, 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 or business entity, with the sole authority for controlling and directing the performance of the details of the work, OUSD being interested only in the results obtained.

### 9. Insurance:

- 1. Unless specifically waived by OUSD, the following insurance is required:
  - i. If CONTRACTOR employs any person to perform work in connection with this Agreement, CONTRACTOR shall procure and maintain at all times during the performance of such work, Workers' Compensation Insurance in conformance with the laws of the State of California and Federal laws when applicable. Employers' Liability Insurance shall not be less than One Million Dollars (\$1,000,000) per accident or disease.

Check one of the boxes below:

- CONTRACTOR is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and will comply with such provisions before commencing the performance of the Work of this Contract.
- O CONTRACTOR does not employ anyone in the manner subject to the workers' compensation laws of California.
- ii. CONTRACTOR shall maintain Commercial General Liability insurance, including automobile coverage with limits of One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage. The coverage shall be primary as to OUSD and shall name OUSD as an additional insured. Evidence of insurance must be attached. Endorsement of OUSD as an additional insured shall not affect OUSD's rights to any claim, demand, suit or judgment made, brought or recovered against CONTRACTOR. The policy shall protect CONTRACTOR and OUSD in the same manner as though each were separately issued. Nothing in said policy shall operate to increase the Insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the Insurer would have been liable if only one interest were named as an insured.
- iii. If CONTRACTOR is offering OUSD professional advice under this Contract, CONTRACTOR shall maintain Errors and Omissions insurance or Professional Liability insurance with coverage limits of One Million Dollars (\$1,000,000) per claim.

OR

- iv. CONTRACTOR is not required to maintain any insurance under this agreement. (Completed and approved Waiver of Insurance Form is required from OUSD's Risk Management.) Waiver of insurance does not release CONTRACTOR from responsibility for any claim or demand.
- 10. Licenses and Permits: CONTRACTOR shall obtain and keep in force all licenses, permits, and certificates necessary for the performance of this Agreement.
- 11. Assignment: The obligations of CONTRACTOR under this Agreement shall not be assigned by CONTRACTOR without the express prior written consent of OUSD.
- 12. Non-Discrimination: It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age; therefore, 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). 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.

- 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 controlled substances, alcohol or tobacco on these sites.
- 14. Indemnification: CONTRACTOR agrees to hold harmless, indemnify, and defend OUSD and its officers, agents, and employees from any and all claims or losses accruing or resulting from injury, damage, or death of any person, firm, or corporation in connection with the performance of this Agreement. CONTRACTOR also agrees to hold harmless, indemnify, and defend OUSD and its elective board, officers, agents, and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to CONTRACTOR in connection with the performance of this Agreement. This provision survives termination of this Agreement.
- 15. 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.
- 16. 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.
- 17. Termination: OUSD may at any time terminate this Agreement upon 30 days prior 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.
- 18. Conduct of CONTRACTOR: By signing this Agreement, CONTRACTOR certifies compliance with the following requirements and will provide OUSD with evidence of staff qualifications, which include:
  - 1. **Tuberculosis Screening:** CONTRACTOR is required to screen employees who will be working at OUSD sites for more than six hours. CONTRACTOR affirms that each employee has current proof of negative TB testing on file and TB results are monitored.
  - 2. Fingerprinting of Employees and Agents. The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to CONTRACTOR's services under this Agreement and CONTRACTOR certifies its compliance with these provisions as follows: "CONTRACTOR certifies that CONTRACTOR has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all CONTRACTOR's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by OUSD, or acting as independent contractors of CONTRACTOR, who may have contact with OUSD pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. Contractor further certifies that it has received and reviewed fingerprint results for each of its Employees and Contractor has requested and reviews subsequent arrest records for all Employees who may come into contract with OUSD pupils in providing services to the District under this Agreement.

In the event that OUSD, in its sole discretion, at any time during the term of this contract, desires the removal of any CONTRACTOR related persons, employee, representative or agent from an 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.

- 19. 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.
- 20. OUSD's Evaluation of CONTRACTOR and CONTRACTOR's Employees and/or Subcontractors. OUSD may evaluate 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:
  - 1. Requesting that OUSD employee(s) evaluate the CONTRACTOR and the CONTRACTOR's employees and subcontractors and each of their performance.
  - 2. Announced and unannounced observance of CONTRACTOR, CONTRACTOR's employee(s), and/or subcontractor(s).
- 21. 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.
- 22. Confidentiality: CONTRACTOR and all CONTRACTOR's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. 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. Contractors will be permitted

access to student data only where permissible under state and federal law and only after executing OUSD's Confidentiality Agreement Regarding Student Data.

23. Conflict of Interest: CONTRACTOR shall abide by and be subject to all applicable, 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 the prior approval of OUSD Human Resources.

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.

Through its execution of this Agreement, CONTRACTOR acknowledges that it is familiar with the provisions of section 1090 *et seq.* and section 87100 *et seq.* of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event CONTRACTOR receives any information subsequent to execution of this Agreement which might constitute a violation of said provisions, CONTRACTOR agrees it shall notify OUSD in writing.

- 24. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion: CONTRACTOR certifies to the best of his/her/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, certifies that this vendor does not appear on the Excluded Parties List (https://www.sam.gov/).
- 25. Litigation: This Agreement shall be performed in Oakland, California and is governed by the laws of the State of California. The Alameda County Superior Court shall have jurisdiction over any state court litigation initiated to enforce or interpret this Agreement.
- 26. Incorporation of Recitals and Exhibits: The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
- 27. Integration/Entire Agreement of Parties: This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
- 28. 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.
- 29. Signature Authority: Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been given the proper authority and empowered to enter into this Agreement.
- 30. Contract Contingent on Governing Board Approval: OUSD shall not be bound by the terms of this Agreement until it has been formally approved by OUSD's Governing Board, and no payment shall be owed or made to CONTRACTOR absent formal approval. This Agreement shall be deemed to be approved when it has been signed by the Board of Education, and/or the Superintendent as its designee.
- 31. W-9 Form: If CONTRACTOR is doing business with OUSD for the first time, complete and return with the signed Contract the W-9 form.

OAKLAND UNIFIED SCHOOL DISTRICT

President, Board of Education

C Superintendent

Chief or Deputy Chie

Secretary, Board of Education

CONTRACTOR

malla

Contractor Gignature

Gianna Tran

Deputy Executive Director

Print Name, Title

Form approved by OUSD General Counsel for 2014-15 FY

File ID Number: 15-134 Introduction Date: Sti 2/15 Enactment Number: 15-1260 Eractment Date: 8/12/15 By:OA

## EXHIBIT "A" SCOPE OF WORK

[IF A CONTRACTOR PROVIDES AN ACCEPTABLE DESCRIPTION OF SERVICES AS PART OF A PROPOSAL, THAT DESCRIPTION OF SERVICES MAY BE ATTACHED <u>WITHOUT</u> ANY TERMS, CONDITIONS, LIMITATIONS, ETC., FROM THAT PROPOSAL.]

1. Description of Services to be Provided: Provide a description of the service(s) the contractor will provide. Be specific about what service(s) OUSD is purchasing and what *this* Contractor will do.

The contractor will deliver at least 6 hours of daily summer academic support and enrichment to OUSD students who are in need of summer services to counter summer learning loss. Program activities will be based on youth development quality standards. The contractor will work collaboratively with the OUSD Summer Learning Office and After School Programs Office to ensure that students in need receive at least 6 hours of daily summer learning, enrichment, physical activity, and support services in the summer. The contractor will conduct outreach for summer student recruitment, will communicate with families regularly over the summer, will fulfill OUSD grant reporting requirements including submission of summer attendance records, and will maintain communication with the OUSD Summer and After School units to review progress on summer program goals. Providers will comply with 21st Century Community Learning Center grant requirements.

2. Specific Outcomes: What are the expected outcomes from the services of this Contract? Be specific. For example, as a result of the service(s): 1) How many more Oakland children are graduating from high school? 2) How many more Oakland children are attending school 95% or more? 3) How many more students have meaningful internships and/or paying jobs? 4) How many more Oakland children have access to, and use, the health services they need? Provide details of program participation (Students will...) and measurable outcomes (Participants will be able to...). NOT THE GOALS OF THE SITE OR DEPARTMENT.

Summer learning programs are critical in countering summer learning loss in students. Students will greatly benefit from the opportunity to participate in a full 6-hour summer learning program. The summer learning program will provide students with a safe and supportive place to spend their summer. Students' physical and social-emotional health and well-being will be supported through the summer program's academic, enrichment, and support services. As a result of the summer learning program, students will return to school in the fall feeling more engaged in learning, more connected to the school community, and less affected by summer learning loss. As a result, students will be more prepared to engage in a new school year of learning and more ready to attend school on a daily basis.

3. Alignment with District Strategic Plan: Indicate the goals and visions supported by the services of this contract: (Check all that apply.)

- Ensure a high quality instructional core
- Develop social, emotional and physical health
- Create equitable opportunities for learning
- High quality and effective instruction

- Prepare students for success in college and careers
   Safe, healthy and supportive schools
   Accountable for quality
- Full service community district
- 4. Alignment with Community School Strategic Site Plan CSSSP (required if using State or Federal Funds): Please select:
  - Action Item included in Board Approved CSSSP (no additional documentation required) Item Number:
  - Action Item added as modification to Board Approved CSSSP Submit the following documents to the Resource Manager either electronically via email of scanned documents, fax or drop off.
    - 1. Relevant page of CSSSP with action item highlighted. Page must include header with the word "Modified", modification date, school site name, both principal and school site council chair initials and date.
    - 2. Meeting announcement for meeting in which the CSSSP modification was approved.
    - 3. Minutes for meeting in which the CSSSP modification was approved indicating approval of the modification.
    - 4. Sign-in sheet for meeting in which the CSSSP modification was approved.

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		OCCUR					MED EXP (Any one person)	\$10,0	
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A	AUTOMOBILE LIABILITY	200	-	PAC215313420	06/01/2015	06/01/2016	COMBINED SINGLE LIMIT (Ea accident)	\$1,00	
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ACORD         CERTIFICATE OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER.           THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR REGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES         ECOVERAGE AFFORDED BY THE POLICIES.           CERTIFICATE ODES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZE         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, subjectificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subjectificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subjectificate holder is an ADDITIONAL INSURED           Incense #0757776         BOOD Executive Parkway, Suite 300           San Ramon, CA 94583         Imsurers) #FROMING covERAGE           NSURED         Imsurers) #FROMING covERAGE           Dakland, CA 94606         Imsurers :           THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED ON AMED ABOVE FOR THE POLICY           INSURER E:         Imsurers :           NUMBER E:         Imsurers :           THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN RESULED TO THE INSURED NAMED ABOVE FOR THE POLICY           INSURER E         Imsurers :           INSURER E         Imsurers :           THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE	THIS IES ED ect to nts to the
CERTIFICATE DOES NOT AFFIRMATIVELY ON REGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICI BELOW, THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZE 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, subj the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer righ certificate holder in lieu of such endorsement(s). NODUCER IUB Int'I Insurance Serv. Inc. icense #0757776 000 Executive Parkway, Suite 300 an Ramon, CA 94583 ISURED East Bay Asian Youth Center 2025 East 12th Street Oakland, CA 94606 THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY INSURER E : INSURER E	ES ED ect to nts to the 05.4284 NAIC
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ANY PROPRIETOR/PARTNER/EXECUTIVE 1	0.000
OFFICER/MEMBER EXCLUDED? N / A EL. DISEASE - EA EMPLOYEE \$1,000	
If yes, describe under DESCRIPTION OF OPERATIONS below EL. DISEASE - POLICY LIMIT \$1,000	
SCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) erification of Insurance.	

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ACORD 25 (2010/05) 1 of 1 The ACORD name and logo are registered marks of ACORD #\$33521523/M3476291

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

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

Oakland Unified School District

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

Section II - Who Is An Insured is amended to in-	
clude as an additional insured the person(s) or organi-	
zation(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 omis-	
sions of those acting on your behalf.	
A. In the performance of your ongoing operations; or	
B. In connection with your premises owned by or	
rented to you.	

2012-2013 Elementary/Middle School After School Program Budget

Cit. 11	Online dillet Cohord	A DA DANA	
	Oakland High School		
Site #:	304	1 1 1	
	East Bay Asian Youth Center		
# of summer tudents (ADA)	60		
# of summer		all stores &	
orogram days Total 21st CCLC		21st CCLC Grant Funds for Lead	Lead Agency In-Kin
Grant Funds		Agency	
/	TOTAL CONTRACTED FUNDS	\$14,820	\$0
OOKS AND SUP			and the second second
4310	Supplies (can be purchased by lead agency for summer supplemental programming)	\$5,426	
4310	Curriculum		
5829	Field Trips (fees, supplies)		
	Bus tickets for students		
	Rental bus for field trips		
	Snacks		
	Incentives		
	Family Night supplies		
	Total books and supplies	es 100	
ONTRACTED SE		\$5,426	
5825	Site Coordinator (list here if CBO staff)	\$0	
	Academic Instructors (# of staff X total hours X hourly rate,		
5825	including prep and training time) Enrichment Facilitators (# of staff X total hours X hourly rate,		
5825	including prep and training time)		
5825	STEM Instructors (# of staff X total hours X hourly rate, including prep and training time)		
5825	Contracted OUSD Summer Teachers		
5825	Subcontractors (please list each specific subcontracting agency)		
5825	Professional Development		
5825	Employee benefits	\$1,636	
5825	Enrichment Coordinator (\$3750@75%)	\$2,813	
5825	Counselor (\$4375@100%)	\$4,375	5
5825			
	Total services	\$8,824	4
KIND DIRECT S	ERVICES		and the second
	Total value of in-kind direct services		s
UBTOTALS	and the state of the territories services the	مدريكم وجدوا وجدوا وحجد المعرفين	and the state of the state of the
-	Subtotals DIRECT SERVICE	\$14,250	s s
	Allowable lead agency admin (at 4% of contracted funds or less)	\$570	
DTALS			
	Total budgeted per column	\$14,820	

## Required Signatures for Budget Approval:

Lead Agency:	manalian	- Date: 5 4	-115	
Notor:		(	1	

Notes:

1) Lead agencies will be required to submit a summer-end expenditure report on these budget expenditures.

2) These contracted summer funds are based on anticipated summer program average daily attendance. Sites that fall short of 85% of the summer attendance target in the first week will be required to submit an aggressive student recruitment and retention plan for the remainder of the summer and reallocate budget funds appropriately to reflect actual attendance numbers.



Community Schools, Thriving Students

	Commu	nity Schools, Thriving Students	
		ead Agency Summer Program I b: Oakland High School	Plan
		panded Learning Office by April 23)	
SECTION 1: Summer Program Si			
Lead Agency Name: East Bay Asian Youth Center	Summer Hub Site: Oakland High School	Target Summer Average Daily Attendance (ADA) Number: 40	Grades Served: 9th
Hours of Operation (include hours for full six hour summer program):	Type of Program (6 hour stand alone or A+B afternoon enrichment):	Program Dates: (note any program closure dates during this period	Total # of summer program days of operation:
8:00am – 3:30pm	A+B afternoon enrichment	6/29/2015 to 7/14/2015	19
SECTION 2: Lead Agency Assura	ances		
Please review and initial each iter			
X I understand that my agency appropriately to ensure that we read week of program, I will submit a rev appropriately to reflect actual attend X I understand that I am requi cross check signatures on my daily reports my summer attendance data summer program.	y's contracted summer funds are bac th this attendance target. I understa ised summer budget plan to the OU lance numbers, and to support my s red to input my actual attendance nu sign in/out sheets with numbers input a. I understand that the OUSD Expansion	and that if my program falls short of 85% of SD Expanded Learning Office detailing ho student recruitment and retention plan for th umbers into the Cityspan attendance syste utted into Cityspan to ensure that the numb anded Learning Office will carefully review	e target number. My program will over-enn f this attendance target by the end of the firs w I will reallocate contracted funds he remainder of the summer. em <b>daily</b> during the summer program. I will bers match up and that Cityspan accurately my daily attendance numbers over the
sheets and the OUSD summer inter	nal audit log) to the OUSD Expande	es of my summer attendance records (incl ed Learning Office by the last day of my su d, for OUSD's attendance reporting to the	mmer program. I will also submit
compliance requirements as outline	d by the OUSD Expanded Learning ment of Education, and will submit a		I that I am required to follow all grant n records for 5 years for auditing purposes, s to the OUSD Expanded Learning Office, a

1

\_\_X\_\_ I confirm that my summer budget plan reflects my actual planned expenditures for my program. I will submit a required summer-end expenditure report to the OUSD Expanded Learning Office reporting on my agency's actual expenditures aligned to this budget plan. I understand that any discrepancy of over 10% between any line item in my budget plan and actual summer expenditures for that line item must be justified in my final expenditure report.

\_\_X\_\_ I understand that if I am running an A+B summer program model, these are requirements regarding my program hours of operation: Morning summer school will operate from approximately 8:15 – 12:15 daily. My afternoon summer program will operate from approximately 12:15 – 3:15 daily. All students must be off-site by 3:30pm and staff must be off site by 3:40 as the building will be promptly locked at 4pm daily.

\_\_X\_\_ If I am a stand-alone 6 hour program, I understand that OUSD will only cover custodial costs for four weeks of my summer program until 3:30 pm. My agency will be responsible for covering any extra custodial costs if my program runs beyond four weeks, and beyond the hours of 3:30 pm daily.

\_\_X\_\_ I understand OUSD Summer Programs are free programs. Summer Lead Agencies cannot charge a summer program fee to participating families for program costs or field trip costs.

Name and Signature of Summer Lead Agency Director: Gianna Tran

SECTION 3: Summer Calendar and Daily Schedule

- a) Please attach a copy of your summer calendar showing all program days of operation, field trips, and any other notable special events and activities (ie. your summer end family celebration).
- b) Please attach a copy of your daily schedule detailing your full 6 hour program. (Note: sites that are using the A+B model must include the morning academic program in the daily schedule you submit). Attached is an example.
- Please note that all programs under the A+B model will be expected to provide daily hands-on academics (ie. STEM), enrichment, physical activity, community building activities, and daily afternoon snack (provided by OUSD), between the hours of 12:15 3:15.
- Please include staff prep and meeting times, and clean up/debrief times on your daily schedule.

## SECTION 4: Summer Curriculum

Attach your summer program curriculum scope and sequence, outlining your curriculum objectives and planned program activities.

Please note that all programs under the A+B model should plan to provide daily hands-on academics (ie. STEM), enrichment, physical activity, and community building activities.

SECTION 5: Summer Program Recruitment and Retention Strategies and Timeline Briefly describe your anticipated summer program student recruitment and retention activities and timeline.

- a) Describe how you will work with school leaders and after school providers at your summer hub and feeder schools to recruit students for summer programming. Please note that summer programs are required to hit at least 85% of their attendance target. Programs should appropriately overenroll to ensure that the target average daily attendance number is reached.
- b) What strategies will you use to retain students over the summer to ensure that your attendance numbers stay high. Please note that we highly recommend that programs maintain a waitlist so that students who do not show up after the first week of program can be immediately replaced.

Our summer site coordinator works very closely with the principal and school clerk to recruit all the summer participants. We will over enroll by 25% to make sure that we will have enough students to fulfill the ADA requirements. We will also have a field trip every week to motivate students to attend the program regularly.

SECTION 6: Summer Line Staff Information (if known at this time)

To promote continuity between OUSD after school and summer programs, and to provide year-round work opportunities for talented youth development professionals in Oakland, we are particularly interested in seeing current, highly qualified Oakland after school workers become the summer program staff at our OUSD Summer Hubs. Please list the name(s) of line staff whom you intend to hire as part of your summer program staff. (Add additional rows as needed.) Please note that the summer program must have a maximum 1:20 adult to student ratio.

Summer staff must meet the minimum staff qualifications according to the 21st Century grant requirements:

- Must pass fingerprint background clearance by DOJ and FBI
- Must have TB clearance
- Must have at least 2 years of college (48 semester units), or pass the Instructional Aide exam administered by the Alameda County Office of Ed

Important Note: Summer program staff in A+B programs will be expected to attend 15 – 18 hours of OUSD summer line staff trainings. The Summer Site Coordinator and summer program staff should be hired no later than May 8.

Program Staff Name	Email	Current After School Site where he/she works	Summer teaching assignment(s) (grade & subject, if known)	# of yrs in working in after school	# of yrs working in summer programs	List any OUSD after school learning communities this staff member has participated in
Eloisa Madigral	eloisa@ebayc.org	Oakland High School Overall site bas coordination	Overall site based coordination	5	5	BIC
						Pavisad: 3/13

Revised: 3/13/15

Signature of Summer Lead Agency Director: \_\_\_\_\_

Manalka

Li	SAM Search Results st of records matching your sear	ch for :
Search	1 Term : East* Bay* Asian* Yout <u>Record Status: Active</u>	h* Center*
ENTITY EAST BAY ASI	AN YOUTH CENTER	Status:Active
DUNS: 867936601 +4:	CAGE Code:	4QB11 DoDAAC:
Expiration Date: Apr 3, 2016	Has Active Exclusion?: No	Delinquent Federal Debt?: No
Address: 2025 E 12TH ST City: OAKLAND ZIP Code: 94606-4925		ce: CALIFORNIA TED STATES

	- Starter
J.	1 12 - May
	Sec. 23 2
24	
	a states

## PURCHASE ORDER **OAKLAND UNIFIED SCHOOL DISTRICT**

PURCHASING DEPARTMENT EET OAKLAND, CALIFORNIA 94601 FAX: (510) 879-1857 900 HIGH STREET

<b>PURCHASE O</b>	RDER NO.
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P1600107

R0160135

ORDER MUST BE RECEIVED IN OAKLAND USD WAREHOUSE BY 06/30/16 ,0 VENDOR'S EXPENSE , OR ORDER WILL BE RETURNED TO VENDOR AT

SHOW PURCHASE ORDER NUMBER AND ITEM NUMBER ON ALL CORRESPONDENCE, INVOICES, AND PACKAGES.
 ALL GOODS AND SERVICES MUST BE AS SPECIFIED. DO NOT SUBSTITUTE.
 MAIL INVOICE IN DUPLICATE TO: OAKLAND UNIFIED SCHOOL DISTRICT
 ACCOUNTS PAYABLE
 1000 Broadway, Suite 450
 OKUMUS AND SUBSTITUTE.
 SHIP TO:

13-1505-02 REV. 4/04

SHIP TO:	INVOIC
	COMMU

PAYMENT CANNOT BE GUARANTEED IF SHIPPED TO ADDRESS OTHER THAN BELOW. FOR PROMPT PAYEMENT, ITEMS ON INVOICE MUST BE IN SAME SEQUENCE AS ITEMS ON PURCHASE

VENDOR: Oakland, CA 94607	COMMUNITY SCHOOLS AND STUDENT SERVI
V012162	746 GRAND AVENUE
EAST BAY ASIAN YOUTH CENTER	OAKLAND CA 94610
2025 E 12TH STREET	PHONE: (510) 273-1500
OAKLAND CA 94606	FAX: (510) 273-1501
Pl (510) 533-1092 FX (510) 533-6825	Del 07/01/15 Quote#

Item No.	Quantity	Unit	Description of Articles or Services		Unit Price	Total Price
001	14,820	EA	CONTRACTED SERVICES - Summer Learning B Oakland High School.	Program at	1.00	14,820.00
					NET TOTAL	14,820.00
Vend orde	ovees, agen	y supplying indemnify ts from any	and hold harmless the District, its Board of Education, officers,	Buyer Name: Bl Buyer Phone#: (!	RENDA LEWIS 510) 434-2247	
AFF The beca insur Exec	IRMATIVE A seller shall n use of race, re complianc sutive Order	ction: ot discrimin creed, sex e with all p No. 11375)	nate against any employee or applicant for employment , non-impairing handicap, color, or national origin and shall rovisions of Executive Order No. 11246 (as amended by		IGNEE OF PURCHASIN	

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# PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2014-2015



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1. 					Contra	ctor Info						
	tractor Name		Asian Yo	uth Center			cy's Contac					
_	SD Vendor ID		1011 01			Title		Deputy	Executive Dire			1
	et Address	2025 East		reet		City			State	CA	Zip	94606
	phone	(510) 533-	-				(required)	gianna@eba				
Con	tractor History	Prev	iously I	been an OUS	SD contractor	? • Yes	No No	Worked	as an OUSE	) emplo	yee? 🖸 Y	es 🖸 No
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		e planning to mu		a contract usir	ng LEP funds, p	_	tact the State	and Federal				
R	lesource #	Resource N				Org Key			Object C			nount
	4124	21st CCL	C		9221872101			582	5	\$ 14,820.	00	
									582	5		
									582	5		
F	Requisition	No. (required)	R	0160135	;		Total Co	ntract Amo	unt		\$ 14,820.	00
				Approva	al and Routin	ng (in ord	er of appro	oval steps)				10
Se	_	e provided befo		servio	ces were not pr	ovided bef	ore a PO was	s issued.				
		r / Manager (Or		Name	Julie McCaln			Phone				
1.			· · ·		Is and Student Services Dept.			Fax		(510) 273-1576 (510) 273-1501		
	Signature			Cal		ervices De	pr.	Date Approv		101	10	
		inager, if using fu				Quality Com	munity Cabool [			121	12	
				Arr Sector						sisinps and	a Student Ser	
2.	Scope of work indicates compliant use of restricted resource and is in alignment with school site plan (											
	Signature	Signature Julia / Ma						Date Approved				
_	Signature (if using multiple restricted resources) Date Approve								/ed			
3.	Network Sup	erintendent/De	puty Ne	etwork Superi	ntendent.	/						
	Signature Kutie Jack Date Approved 6/12/15											
	Chiefs / Depu		_		nder Dver so							
4.	Services described in the scope of work align with needs of department or school site											
		is qualified to p	rovide ce	ervices describ	bed in the scop	e of work						
	Signature		in	LA	Ulu			Date Approv	red			
5.	Superintende	ent, Board of E	ducatio	n Signature o	n the legal con	tract						
		at union atam da	d contro				0			D	oto	
Lega	Required if no	ate Received	u contra	App	proved		Denied - R	eason	AL	1	ate	