Board Office Use: Le	gislative File Info.
File ID Number	16-1147
Introduction Date	6-8-12
Enactment Number	16-0895
Enactment Date	6-8-1612



Memo

То	Board of Education
From	Antwan Wilson, Superintendent
Board Meeting Date (To be completed by Procurement) Subject	<u>G-8-16</u> Individual Service Agreement - Master Memorandum of Understanding - East Bay Asian Youth Center(contractor) - 212/Roosevelt Middle School (site/department)
Action Requested	Approval by the Governing Board of an Individual Service Agreement between the District and East Bay Asian Youth Center. Services to be primarily provided to Roosevelt Middle School for the period of July 1, 2015 through June 30, 2016.
Background A one paragraph explanation of why the consultant's services are needed.	The attached Individual Service Agreement is contracting the services at the negotiated price, stated in the referenced Master MOU, approved by the Board of Education on June 24, 2015 (Enactment number 15-1159).
Discussion One paragraph summary of the scope of work.	Approval by the Board of Education of an Individual Service Agreement to the Master Memorandum of Understanding between District and the East Bay Asian Youth Center, Oakland, CA, for the latter to provide its Menu of Service Option 3 - Lead Agency Unit, Case Management Support at Roosevelt Middle School for the period of July 1, 2015 through June 30, 2016, in an amount not to exceed \$5,000.00, pursuant to the terms and conditions as specified in the MMOU.
Recommendation	Approval by the Governing Board of an Individual Service Agreement between the District and East Bay Asian Youth Center. Services to be primarily provided to Roosevelt Middle School for the period of July 1, 2015 through June 30, 2016.
Fiscal Impact	Funding resource name (please spell out): <u>3010/Title I</u> in the amount not to exceed <u>\$5,000.00</u> .
Attachments	 Individual Service Agreement Copy of Master Memorandum of Understanding Certificate of Insurance Menu of Services



CONTRACT JUSTIFICATION FORM This Form Shall Be Submitted to the Board Office With Every Consent Agenda Contract.

Legislative File ID No. 16-1147
Department: Community Schools and Student Services Department
Vendor Name: East Bay Asian Youth Services
Contract Term: Start Date: July 1, 2015 End Date: June 30, 2016
Annual Cost: \$ 5000.00
Approved by: Raquel Jimenez, Curtiss Sarikey
Is Vendor a local Oakland business? Yes 🖌 No
Why was this Vendor selected?
This vendor was selected for their track record as an anchor partner with engaging families at various school sites, and specifically their history and success with engaging the diverse family populations at Roosevelt. This vendor is already currently partnering with Roosevelt teachers, staff, administration with family engagement, and has committed to supporting Roosevelt's Parent-Teacher Home Visit Program, with translation and communication needs.
Summarize the services this Vendor will be providing.
This vendor will be providing language and communication needs during parent-teacher home visits.
Was this contract compatibility hid? Yes No V
Was this contract competitively bid? Yes No 🗸
If No, answer the following:
1) How did you determine the price is competitive?
The price was determined based on estimating costs for language and communication during home visits at other current sites implementing parent-teacher home visits.

2)	Pleas	se check the competitive bid exception relied upon:
		Educational Materials
		Special Services contracts for financial, economic, accounting, legal or administrative services
	Ц	CUPCCAA exception (Uniform Public Construction Cost Accounting Act)
		Professional Service Agreements of less than \$87,800 (increases a small amount on January 1 of each year)
		Construction related Professional Services such as Architects, DSA Inspectors, Environmental Consultants and Construction Managers (require a "fair, competitive selection process)
		Energy conservation and alternative energy supply (e.g., solar, energy conservation, co-generation and alternate energy supply sources)
	Ц	Emergency contracts [requires Board resolution declaring an emergency]
		Technology contracts
		electronic data-processing systems, supporting software and/or services (including copiers/printers) over the \$87,800 bid limit, must be competitively advertised, but any one of the three lowest responsible bidders may be selected
		 contracts for computers, software, telecommunications equipment, microwave equipment, and other related electronic equipment and apparatus, including E-Rate solicitations, may be procured through an RFP process instead of a competitive, lowest price bid process
		Western States Contracting Alliance Contracts (WSCA)
	_	California Multiple Award Schedule Contracts (CMAS) [contracts are often used for the purchase of information technology and software]
		Piggyback" Contracts with other governmental entities
		Perishable Food
		Sole Source
		Change Order for Material and Supplies if the cost agreed upon in writing does not exceed ten percent of the original contract price
	\checkmark	Other, please provide specific exception

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OAKLAND UNIFIED SCHOOL DISTRICT

Community Schools, Thriving Students

MASTER MOU INFO	RMATION						
VENDOR NAME	East Bay Asian Youth C	enter					
/ENDOR #	V012162			ENA	CTMENT #		
SITE / DEPT NAME	Roosevelt Middle Schoo	bl		S	ITE#	212	2
	- EMAILS ABOUT THIS CONTRA	ACT SHOULD BE S	ENT TO: R	enee.N	IcMeam@ous	d.k12.	.ca.us
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Master MOU for 2015-16 Revised 5/2015 v1

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ERTIFICATE HOLDER	CANCELLATION
Dakland Unified School District, City of Oakland, Its councilmembers, directors, officers, agents, employee, and volunteers Attn: Rick Management 000 Broadway Suite 400	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCILLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
Jakland, Ca 94607	AUTHORIZED REPRESENTATIVE

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> CG 20 26 (Ed.04/13)



Administrative Offices 301 E 4th Street Gincinnati, Ohio 45202-4201 Tel: 1-513-385-5000

Policy: PAC 215-31-34 23

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 COUNCIL MEMBERS, DIRECTORS, OFFICERS, AGENTS, EMPLOYEES AND VOLUNTEERS ATTN: RISK MANAGEMENT

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

- SECTION II WHO IS AN INSURED is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - 1. in the performance of your ongoing operations; or
 - in connection with your premises owned by or rented to you.

However.

- 1. the insurance afforded to such additional insured only applies to the extent permitted by law; and
- 2. if coverage provided to the Additional Insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

	Copyright,	ISO Propertie	s, in	c., 2012	
CG 20 26	04/13	(Page	1 of	2)	



2025 East 12th Street • Oakland • California • 94606 T 510.533.1092 • F 510.533.6825 • W www.ebayc.org

Julia Fong Ma Coordinator, After School Programs Oakland Unified School District 746 Grand Ave. Oakland, CA 94610

Dear Ms. Ma,

This letter explains the East Bay Asian Youth Center (EBAYC) policy for tuberculosis testing, fingerprinting and child abuse and neglect reporting.

EBAYC employees are not permitted to come into contact with students at any OUSD school sites until EBAYC receives their negative TB test results, fingerprint clearance and re-arrest records from the State of California - Department of Justice, and from the Federal Bureau of Investigation pursuant to Section 11105.3 of the California Penal Code and Section 15660 of the California Welfare and Institutions Code. No EBAYC employees who have been convicted of a violent or serious felony may come into contact with students.

EBAYC employees fully comply with the California Child Abuse and Neglect Reporting Act guidelines to report suspicions of possible child abuse and neglect to the appropriate reporting agencies.

Sincerely,

Gianna Tran, MSW Deputy Executive Director East Bay Asian Youth Center



2025 East 12th Street + Oakland + California + 94606 T - 510.533.1092 + F - 510.533.6825 + W - www.ebayc.org

EBAYC is non-profit community-building organization dedicated to supporting young people to be safe, smart, and socially responsible. EBAYC provides a continuum of integrated support services to a racially and culturally diverse membership of 2,000 children, youth, and young adults in Oakland's San Antonio, Eastlake, and Chinatown neighborhoods. Our services – Expanded Learning, Case Management, and Parent Engagement – result in higher school attendance rates, lower school suspension rates, and lower incarceration rates.

Our theory of change is that If EBAYC partners with public and private institutions to provide young people a continuum of high-quality supports and opportunities; and if EBAYC engages families to actively participate in the public arena to improve the quality of neighborhood life; then EBAYC will support young people to 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 fifteen 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.

Board Office Use: Leg	islative File Info.
	15-1153 OAKLAND UNIFIED
Introduction Date	10 24 15 SCHOOL DISTRICT
Enactment Number	LC-IIC9 Community Schools, Thriving Students
Enactment Date	LIDTILLE
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Memo	
То	Board of Education
From	Antwan Wilson, Superintendent
Board Meeting Date (To be completed by Procurement)	June 24, 2015
Subject	Master Memorandum of Understanding between Oakland Unified School District 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 \$3,003,240.00. This amount is projected using historical cost data, known changes to the number of sites served and expected available grant funding allowable.
Background A one paragraph explanation of why the consultant's services are needed.	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
One paragraph summary of the scope of work.	Overview of Services: East Bay Asian Youth Center contracts with schools to be a lead agency to provide high quality after school programming consisting of academic enrichment and recreational physical activities, family literacy and targeted Equitable Access services to students that are high risk.
	Not-To-Exceed Amount: \$3,003,240.00
	Determination of the Not-to-Exceed Amount is based on historical data and projections for the coming school year, it is anticipated that East Bay Asian Youth Center will provide services to 28 school sites.

	The District contracts with agencies to provide various activities and after school programs. Chosen by the number of sites served with District and the long standing relationship with the agencies, the Master Memorandum of Understanding establishes a relationship with East Bay Asian Youth Center, defining terms and conditions as well as setting a maximum not-to-exceed ceiling amount. This ceiling is derived from historical cost data, and known changes in sites to be served, as well as expected grant funding. In addition, the District has been working with agencies to provide a Menu of Service, which delivers a clear and measurable scope of work. Analogous to ordering from a common table menu, each product is described and the price is clearly quoted, establishing and promoting a more perfect competition where the consumer, here the principal, is informed of the services offered, and the price for those services. This allows the principal to easily compare services and prices, and plan for programmatic needs.
Fiscal Impact	There is no funding associated with the Master Memorandum of Understanding or the Amendment to the Master Memorandum of Understanding herewith. The Master Memorandum of Understanding establishes a relationship, as well as setting the terms and conditions with East Bay Asian Youth Center. The funding source for each Individual Service Agreement will be determined separately and individually. Funding for the Individual Service Agreement is verified through a review of the BDT budget process, and a review of State and Federal compliance funding when applicable.
Recommendation	Approval of the Master MOU between East Bay Asian Youth Center and the Oakland Unified School District authorizing the President and Secretary of the Board to enter into and execute the Master Memorandum of Understanding and Individual Service Agreement(s) with East Bay Asian Youth Center in an amount not-to-exceed \$3,003,240.00.
Attachments	 Master MOU Addendum: After School Lead Agency MOU template for elementary and middle school After School Lead Agency MOU template for high school

Board Office Use: Le	gislative File Info.
File ID Number	15-1153
Introduction Date	10/24/15
Enactment Number	15-1159
Enactment Date	1.130/15



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

2015-2016

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 <u>East Bay Asian Youth Center</u> (hereinafter "CONTRACTOR"), to provide services to OUSD as described and stated in full in the Individual Service Agreement(s).

Cumulative Amount of ISA(s) NOT TO EXCEED \$ 3,003,240.00

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

2. TERMS AND CONDITIONS

- 2.1 Term of Agreement. The term of this agreement shall be <u>July 1, 2015 to August 19, 2016</u> 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 thirty (30) 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: <u>None</u>, 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 2015-16 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 2015-2016.
- 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. CONTRACTOR agrees and understands that OUSD is responsible for fiduciary and programmatic oversight for the expenditure of the ASESP and 21st CCLC grant funds contracted to AGENCY by OUSD for fiscal year 2015-2016. CONTRACTOR will function as a sub recipient of funding and as such will follow all required fiscal guidelines and meet outlined standards as referenced in applicable Federal and State sub recipient guidelines for the federal 21st Century Community Learning Centers grant program, CFDA Number 84.287, awarded by the Office of Elementary and Secondary Education Academic Improvement and Teacher Quality Programs office. Sub recipients that receive over \$500,000 of federal funds may be required to undergo an annual audit and communicate findings to OUSD, as requested. CONTRACTOR will ensure that all contracted funds are expended as per grant guidelines.

- 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)
- 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 six 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 organization and public agencies
 - f) OUSD After School Program Office

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 preceding paragraph.

9. INSURANCE

- 9.1 Throughout the life of the MOU, CONTRACTOR shall pay for and maintain in full force and effect with an insurance company(s) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A/VII" in Best Insurance Rating Guide, the following policies of insurance:
 - a) COMMERCIAL GENERAL LIABILITY insurance which shall include contractual, products and completed operations, corporal punishment and sexual misconduct and harassment coverage, and bodily injury and property damage liability insurance with combined single limits of not less than \$1,000,000 per occurrence.
 - WORKERS COMPENSATION insurance, as required by the California Labor Code, with not less than the statutory limits.
 - c) PROPERTY AND FIRE insurance shall provide to protect: Real Property, against risk of direct loss, commonly known as Special Form and Fire Legal Liability, to protect against liability for portions of premises leased or rented; Business Personal Property, to protect on a Broad Form, named peril bases, for all furniture, equipment and supplies of CONTRACTOR. If any District property is leased, rented or borrowed, it shall also be insured the same as real property.
- 9.2 The above policies of insurance shall be written on forms acceptable to the Risk Manager of the Oakland Unified School District and endorsed to name the Oakland Unified School District, its officers, employees, volunteers or agents, as additional insured. Said Additional Insured endorsement shall be provided to the Oakland Unified School District prior to this Master MOU becoming valid. If at any time said policies of insurance lapse or become canceled, this agreement shall become void. The acceptance by OUSD of the above-required insurance does not serve to limit the liability or responsibility of the insurer or CONTRACTOR to OUSD.

ADDITIONAL ADDENDEM(S) ATTACHED

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

Yes No

- ASES / 21st CCLC PROGRAM GRANTs (Elementary / Middle)
- 21st CCLC ASSET GRANT (High School)
- FIELD TRIPS ONLY

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

nallan CONTRACTOR

President, Board of Education Oakland Unified School District

Secretary, Board of Education Oakland Unified School District

Date: 6/2/15

Date: 625 15

Date:

OUSD or the District verifies that the Contractor does not appear on the Excluded Parties List at https://www.sam.gov/

2015-2016 Units of Service for Lead Agency: East Bay Asian Youth Center

Lead Agency Unit of Service

After School Services include:

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

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

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

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

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

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

Option A: services for up to 80 Elementary students: \$94,000

Option B: services for up to 115 Elementary students: \$135,000

Option C: services for up to 150 Elementary students: \$175,000

Option D: services for up to 165 Elementary students: \$195,000

Option E: services for up to 185 Middle School ASES students: \$200,000

Option F: services for up to 115 Middle School 21CCLCstudents: \$130,000

Option G: services for up to 135 High School students: \$233,000

Option H: services for up to 100 High School students: \$183,000

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

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

reducing supply costs from the total above.

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

Option 1 Unit of Service: Family Support Garfield

Family Support services incorporate a broad range of support services that aim to improve students' school attendance and academic achievement. Services include truancy intervention, individual counseling, home visits, and case management support. Family Support services will serve up to 50 families.

Cost: \$60,000

Option 2 Unit of Service: Full Service Community School Garfield

FSCC 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. FSCC services will serve up to 200 families.

Cost: \$99,000

Option 3 Unit of Service: Case Management Support Roosevelt

Student Support services incorporate a broad range of support services that aim to improve youth leadership, school attendance and academic achievement. Services include: life skill workshops, truancy intervention services, individual counseling and home visits. Case Management Support services will serve up to 50 students.

Cost: \$50,000

Option 4 Unit of Service: Full Service Community School Roosevelt

FSCC 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. FSCC services will serve up to 50 families.

Cost: \$25,000

Option 5 Unit of Service: Roosevelt Summer

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

Cost: \$35,000 in 2015 and \$35,000 in 2016

Option 6 Unit of Service: Roosevelt School Year 21 CCLC Supplemental Grant

Roosevelt School Year Supplemental service is a comprehensive community/school partnership dedicated to helping students succeed in school and in life. The program directly supports 50 students through college visit, career exploration, service learning projects, and organized physical activities.

Cost: \$15,000

Option 7 Unit of Service: Elementary Summer

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

Cost: \$155,000 in 2015 - \$155,000 in 2016

Option 8 Unit of Service: Other Enrichment Service

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

Cost: \$300,000

ADDENDUM

Legislative File ID #15-1153

Master Memorandum of Understanding East Bay Asian Youth Center

The following documents are included with Master Memorandum of Understanding:

- After School Lead Agency MOU template for elementary and middle school After School Education and Safety (ASES) and 21st Century Community Learning Centers (21st CCLC) programs
- After School Lead Agency MOU template for high school 21st Century High School After School Safety and Enrichment for Teens (ASSETs) programs

Inclusion of the Elementary/Middle and High School Memorandum of Understanding ensures that this Master Contract agency is held to all the ASES, 21st CCLC, and 21st CCLC ASSETs grant-specific policies and requirements that the Oakland Unified School District has established for all its after school lead agency partners. These additional policies and procedures augment the policies and procedures described in this Master Contract.

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Policy Number: PAC2153134

COMMERCIAL GENERAL LIABILITY CG 20 26 07 04

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.	

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Page 1 of 1

ULDODES UNEAL AMENICAN ASSURANCE CO

GREATAMERICAN. Tel: 1-513-359-5000

CG 20 26 (Ed.04/13)

Policy: PAC 215-31-34 23

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 COUNCIL MEMBERS, DIRECTORS, OFFICERS, AGENTS, EMPLOYEES AND VOLUNTEERS ATTN: RISK MANAGEMENT

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

- SECTION II WHO IS AN INSURED is amended to include as an additional insured the person(s) or Δ. 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:
 - 1. in the performance of your ongoing operations; or
 - 2. in connection with your premises owned by or rented to you.

However.

- 1. the insurance afforded to such additional insured only applies to the extent permitted by law; and
- 2. if coverage provided to the Additional Insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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CG 20 26	04/13	(Page	1 of	2)	

ACORD CERT	IEI	2	TE OF LIABI			RANC	F		(MM/DD/YYYY)
		-							27/2015
THIS CERTIFICATE IS ISSUED AS A M CERTIFICATE DOES NOT AFFIRMATIN BELOW. THIS CERTIFICATE OF INSUI REPRESENTATIVE OR PRODUCER, A	ELY RANC	OR N	EGATIVELY AMEND, EXT ES NOT CONSTITUTE A	TEND OI	RALTER TH	E COVERAC	SE AFFORDED BY TH	IE POL	ICIES
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UB Int'l Insurance Serv. Inc				PHONE (A/C, No,	Ext): 925.41	5.1113			5,905,4284
icense #0757776				ADDREss: christine.yahn@hubinternational.com					
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ACORD 25 (2010/05) 1 of 1 The ACORD name and logo are registered marks of ACORD #S3520999/M3519549

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THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

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AUTHORIZED REPRESENTATIVE -

Attn: Rick Management 1000 Broadway Sulte 400 Oakland, Ca 94607

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EAST BAY ASIAN YOUTH CENTER - 2015-2016 OUSD Budget

	School	Funding Source	Amount
1	Bella Vista Elementary	ASES	\$94,000
2	La Escuelita Elementary	ASES	\$94,000
3	Manzanita Community School	ASES	\$94,000
4	Cleveland Elementary	ASES	\$94,000
5	Franklin Elementary	ASES	\$135,000
6	Lincoln Elementary	ASES	\$175,000
7	Elementary Summer Program 2014	21CCLC Supplemental	\$150,000
8	Elementary Summer Program 2015	21CCLC Supplemental	\$150,000
9	Garfield Elementary	ASES	\$195,000
	Garfield Elementary	Title One	\$60,000
	Garfield Elementary	Full Service Community School	\$99,000
10	Roosevelt Middle School	ASES	\$215,000
	Roosevelt Middle School	21 CCLC Core	\$130,000
	Roosevelt Middle School	21 CCLC Equitable Access	\$22,000
	Roosevelt Middle School	21 CCLC Family Literacy	\$18,000
	Roosevelt Middle School	Title One	\$50,000
	Roosevelt Middle School Summer 2014	21CCLC Supplemental	\$35,000
	Roosevelt Middle School Summer 2015	21CCLC Supplemental	\$35,000
	Roosevelt Middle School School year	21 CCLC Supplemental	\$15,000
11	Dewey Academy	21 CCLC Core	\$173,120
	Dewey Academy	21 CCLC Equitable Access	\$22,000
	Dewey Academy	21 CCLC Family Literacy	\$18,000
12	Oakland International High School	21 CCLC Core	\$193,120
	Oakland International High School	21 CCLC Equitable Access	\$20,000
	Oakland International High School	21 CCLC Family Literacy	\$17,000
13	MetWest High School	21 CCLC Core	\$143,000
	MetWest High School	21 CCLC Equitable Access	\$22,000
	MetWest High School	21 CCLC Family Literacy	\$18,000
14	Oakland High School	21 CCLC Core	\$177,000
	Oakland High School	21 CCLC Equitable Access	\$22,000
	Oakland High School	21 CCLC Family Literacy	\$18,000
15	Other Contracts		\$300,000
	Total		\$3,003,240



2025 East 12th Street + Oakland + California + 94606 T - 510.533.1092 + F - 510.533.6825 + W - www.ebayc.org

The East Bay Asian Youth Center (EBAYC) is a youth development organization based in Oakland's historic Chinatown and San Antonio neighborhoods. EBAYC envisions all young people growing to be life-long builders of a just and compassionate multicultural society. Our mission supports young people to be safe, smart, and socially responsible. EBAYC serves a diverse membership of over 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 theory of change is that If EBAYC partners with public and private institutions to provide young people a continuum of high-quality supports and opportunities; and if EBAYC engages families to actively participate in the public arena to improve the quality of neighborhood life; then EBAYC will support young people to 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 thirteen Oakland schools to provide summer and after school education, work-based learning, attendance case management, and medical and mental health services. We help parents collaborate with their child's teachers, and to be leader in school governance. We support high school students to graduate and enter higher education. EBAYC consistently demonstrates high standards of program quality and performance as indicated by city, county, and school district evaluation.

Community Development

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

SAM Search Results List of records matching your search for : Search Term : East* Bay* Asian* Youth* Center* Record Status: Active							
	Accord Dutus: Active						
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 Deling	uent Federal Debt?: No					
Address: 2025 E 12TH ST							
City: OAKLAND	State/Province: CALIF	ORNIA					
ZIP Code: 94606-4925	Country: UNITED STA	ATES					