Board Office Use: Le	gislative File Info.
File ID Number	16-1156
Introduction Date	6-8-16
Enactment Number	16-0897
Enactment Date	6-8-16 01



OAKLAND UNIFIED SCHOOL DISTRICT Community Schools, Thriving Students

Memo	
То	Board of Education
From	Antwan Wilson, Superintendent
Board Meeting Date (To be completed by Procurement) Subject	<u>6-8-16</u> Individual Service Agreement - Master Memorandum of Understanding -
	East Bay Asian Youth Center (contractor) - 310/Dewey Academy (site)
Action Requested	Approval by the Governing Board of Individual Service Agreement to the Master Memorandum of Understanding (MMOU) between the District and East Bay Asian Youth Center, for services to be provided primarily to 310/Dewey Academy.
Background A one paragraph explanation of why the consultant's services are needed.	The attached Individual Service Agreement is the contracting of services at the negotiated price, stated in the reference 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 Option 8 - Lead Agency Unit, other services that help students succeed in school and in life through health education, and service learning at Dewey Academy for the period of July 1, 2015 through June 30, 2016, in the amount not to exceed \$15,000.00 pursuant to the terms and conditions as specified in the MMOU
Recommendation	Approval by the Governing Board of the Individual Service Agreement to the MMOU between the District and East Bay Asian Youth Center for the latter to provide Summer Health Bridge at Dewey Academy for the period of July 1, 2015 through June 30, 2016.
Fiscal Impact	Funding resource name (please spell out): <u>9196/Core Waiver Engagement</u> in the amount not to exceed <u>\$15,000.00</u> .
Attachments	<ul> <li>Individual Service Agreement</li> <li>Copy of Master Memorandum of Understanding</li> <li>Certificate of Insurance</li> <li>Menu of Services</li> </ul>



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

Legislative File ID No. 16-1156
Department: Community Schools and Student Services Department
Vendor Name: East Bay Asian Youth Center - Dewey High School
Contract Term: Start Date: 7/1/15 End Date: 6/30/16
Annual Cost: \$15,000.00
Approved by: Kasey Blackburn, Joanna Locke
Is Vendor a local Oakland business? Yes 🖌 No
Why was this Vendor selected?
Vendor was selected because they are the on-site after school and summer programs provider. EBAYC has strong relationships with the school community, students and families. Additionally, as a youth development organization, EBAYC has an extensive track record implementing youth participatory action research curriculum with Oakland youth.

#### Summarize the services this Vendor will be providing.

This vendor will be working closely with the morning teacher to support a 19-day, 5 hour a day Summer Health Bridge Program for up to 25 youth. In the morning students will be learning about and practicing 21st century skills and in the afternoon students will explore community health issues that directly impact their communities. EBAYC will support groups of youth to identify a relevant health topic and create an action research project that will be presented out to students from other Summer Health Bridge programs, community members and local health care professionals. EBAYC will also support the coordination of 6 health speaker visits so that students may learn more about different health career options as well as facilitate one career exploration and one college visit.

Was this contract	competitively b	id? Yes
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If No, answer the following:

1)	How did	you determine	the	price is	s competitive?
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This vendor has Master Contract with OUSD to offer services under its Menu of Service to select school and central sites for community schools work and a variety of student services.

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# INDIVIDUAL SERVICE AGREEMENT (ISA)

2015-2016

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VENDOR NAME	East Ba	ay Asian Youth C	enter					
Vendor #	V01216	V012162			ENACTMENT #			
SITE / DEPT NAM	E Dewey	Dewey Academy			SITE#		310	
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# 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 21<sup>st</sup> Century grant compliance, alignment with school day, program quality, fiscal oversight, and compliance with district policies, including contracting processes, fiscal timelines, and Legal requirements.

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

After School program will serve up to 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 21CCLC 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



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



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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

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

CONTRACTOR

President, Board of Education Oakland Unified School District

Secretary, Board of Education Oakland Unified School District

Date: 6/2/15

625/15 Date:

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

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## 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 21<sup>st</sup> Century High School After School Safety and Enrichment for Teens (ASSETs) programs

Inclusion of the Elementary/Middle and High School Memorand<sub>um</sub> of Understanding ensures that this Master Contract agency is held to all the ASES, 21<sup>st</sup> CCLC, and 21<sup>st</sup> 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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ACORD 25 (2010/05) 1 of 1 The ACORD name and logo are registered marks of ACORD #S3521000/M3519296 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" causad, 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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# 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

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ENTITY EAST BAY AS	IAN YOUTH CENTER	Status:Active				
DUNS: 867936601 +4:	CAGE Code: 4QB11	DoDAAC:				
Expiration Date: Apr 3, 2016	Has Active Exclusion?: No Delin	quent Federal Debt?: No				
Address: 2025 E 12TH STCity: OAKLANDState/Province: CALIFORNIAZIP Code: 94606-4925Country: UNITED STATES						