

Board Office Use: Legislative File Info.	
File ID Number	10-2029
Introduction Date	8/30/10
Enactment Number	10-1689
Enactment Date	9-7-10



every student. every classroom. every day.

Memo

To Board of Education
From Anthony Smith, Superintendent
Board Meeting Date August 25, 2010
Subject Individual Service Agreement - Master Memorandum of Understanding - East Bay Asian Youth Center (contractor) - 304/Oakland High School (site)

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

Background The attached Individual Service Agreement is the contracting of services at the negotiated price, stated in the referenced Master MOU, contract number 10-03, approved by the Board of Education on June 9, 2010 (Enactment number 10-0869).

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 (MOU) between the District and East Bay Asian Youth Center, Oakland, CA, for the latter to provide Arts, Recreation, Leadership and Family Literary activities in its capacity as a Comprehensive After School Program Lead Agency utilizing the 21st Century High School After School Safety and Enrichment for Teens (ASSETs) Grant at Oakland High School for the period of July 1, 2010 through June 30, 2011, in an amount not to exceed \$248,879.00, pursuant to the terms and conditions as specified in the MOU.

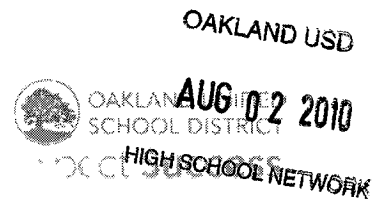
Recommendation Approval by the Board of Education of an Individual Service Agreement to the Master Memorandum of Understanding (MOU) between the District and East Bay Asian Youth Center for the latter to provide Arts, Recreation, Leadership and Family Literary activities in its capacity as a Comprehensive After School Program Lead Agency at Oakland High School for the period July 1, 2010 through June 30, 2011.

Fiscal Impact Funding Resource: 4124/21st Century High School After School Safety and Enrichment for Teens (ASSETs) Grant in an amount not to exceed \$248,879.00.

Attachments

- Individual Service Agreement
- Menu of Service

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69 INDIVIDUAL SERVICE AGREEMENT (ISA)

MASTER MOU INFORMATION

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

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

SERVICE AND UNIT OF SERVICE (SEE EXHIBIT A OF MASTER MOU FOR A FULL DESCRIPTION OF SCOPE OF WORK AND MENU OF SERVICES)	GRADE LEVEL(S) SERVED	RATE PER UNIT	DESIRED UNITS	AMOUNT (DESIRED UNITS TIMES RATE PER UNIT)
Lead agency Unit of Services, Option E	9-12	\$ 251,000.00	1	\$ 248,879.00
		\$		\$
		\$		\$
TOTAL AMOUNT				\$ 248,879.00

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

Factor g: The actual amount is less than the rate per unit because the lead agency provides in kind administrative support to the after school program.

BUDGET INFORMATION

REQUISITION NUMBER		START DATE	END DATE
RESOURCE #	RESOURCE NAME	ORG KEY	AMOUNT
4124	21st CCLC ASSETS	3041850401 R0100766	\$209918
4124	21st CCLC ASSETS	3041851401 R0100767	\$21645
4124	21st CCLC ASSETS	3041852401 R0100769	\$17316

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

VENDOR	NAME	EBAYC - Gianna Tran	TITLE	Deputy Executive Director
SIGNATURE		<i>Gianna Tran</i>	DATE	May 27, 2010
OUSD SITE ADMINISTRATOR	NAME	Alicia Romero	TITLE	Principal
SIGNATURE		<i>Alicia Romero</i>	DATE	7/26/2010

APPROVAL

IF USING FUNDS REVIEWED BY STATE AND FEDERAL PROGRAMS OR SCHOOL PORTFOLIO MANAGEMENT:

SPSA ACTION ITEM NUMBER: _____ OR, SPSA MODIFICATION DOCUMENTATION ATTACHED

RESOURCE MANAGER, if using funds managed by:

☐ State and Federal ☐ School Portfolio Management ☒ Complementary Learning / After School Programs

SIGNATURE	<i>Julia Ma</i>	DATE	7/29/10
SIGNATURE		DATE	

NETWORK OR DEPARTMENT EXECUTIVE OFFICER

SIGNATURE	<i>Alison L. McDonald</i>	DATE	8-3-10
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PRESIDENT AND THE SECRETARY OF THE BOARD OF EDUCATION

SIGNATURE	<i>[Signature]</i>	DATE	9/8/10
SIGNATURE	<i>[Signature]</i>	DATE	9/8/10

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

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

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

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

Option A: services for up to 90 Elementary students: \$95,000

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

Option C: services for up to 160 Elementary students: \$200,000

Option D: services for up to 180 Middle School students: \$218,000

Option E: High School services for up to 150 students: \$251,000

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

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

- e) Other specialty services from this menu have been selected to augment some of the basic lead agency services included in package above.
- f) School opting to augment after school services or serve additional students utilizing additional grant funds.
- g) Other: please describe

Healthy Start Family Support Unit of Service:

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

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

Cost: \$100,000

Atlantic Philanthropies Family Support Unit of Service:

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

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

Cost: \$57,000

**OUSD Oakland SUCCESS After School Programs
Comprehensive After School Program Plan
High Schools
2010 - 2011**

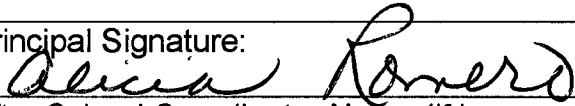
PART A

SECTION 1: School Site Information

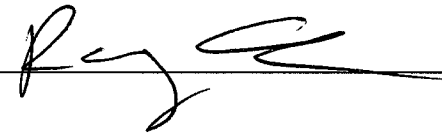
School Site: Oakland High School

Date: January 4, 2010

Principal Signature:



Lead Agency Signature:



After School Coordinator Name (if known at this time): Rany Ath

The mission of Oakland High School is to provide an excellent education to all students in a safe environment so that each student has a foundation for pursuing personal and social growth and high academic achievement.

The After School Program will support this mission through providing a safe and secure extended learning environment that includes both academic and enrichment activities.

State 3 – 4 primary goals of the After School Program and intended impacts for participating students.

1. To help students with maintaining and/or excelling a path towards high school graduation.
2. To expand students' knowledge base on career paths, college entrance requirements and high school graduation requirements.
3. To build youth leadership.

Section 3: Target Population and Recruitment Plan

Please describe your targeted student populations (e.g. FBB, BB, ELL's, grade levels, etc.)

Target Population:

Total number of students: 150

Grade levels: 9th, 10th, 11th and 12th

Race:

Latino	20%
African American	30%
Asian	50%

Gender:

Male	50%
Female	50%

How will the school identify and recruit students for the after school program beginning in Spring 2010? How will families be notified of enrollment prior to the start of the 2010-11 school year? Which parties will be responsible for the identification and recruitment of students?

Recruitment Plan includes:

- Reenrollment of current program participants. Families will be informed either through our End of the Year Celebration in June, or via phone/ mail.
- Presentations in middle schools prior o 2009-2010 school year ending
- Recruiting and retaining students from Summer 2010 Leadership Bridge Program with 40 incoming 9th graders
- Recruitment during high school registration in August 2010
- Teacher / administration recommendations

Oakland High School and EBAYC will initially identify students who shall participate in the After-School Program. EBAYC will be the lead agency in recruitment.

Section 4: Program Model and Lead Agency Selection

Refer to Appendix A for an overview of extended learning program models.

For 2010-2011, my site selects:

- ☒ Coordinated partnership
- ☐ Blended/Hybrid
- ☐ Extended School Day

Description and Rationale for selection of Lead Agency

Please provide a narrative description of the agency that is managing the program. Indicate why this agency is qualified to manage the site's program, highlighting specific strengths or weaknesses. (Note: If school is managing program, site is considered to be the Lead Agency.)

The East Bay Asian Youth Center (EBAYC) believes that when neighborhoods are places that support the healthy development of children, youth, and families, young people will grow to be safe, smart, and socially responsible.

EBAYC works to help transform Oakland's San Antonio neighborhood – a tough and under-resourced community where Asian families are a plurality – into a vibrant community for young people. We do this work by: 1) engaging young people in transformative relationships and experiences; 2) building a lifetime continuum of high-quality support services for children, youth, and parents; and 3) organizes families to improve the effectiveness of public agencies and private institutions to meet the needs of children, youth, and families.

Reaching the Hard-To-Reach: EBAYC provides intensive outreach and case management to youth and young adults on probation, parole, or who are gang-involved. We work to develop transformative relationships with young people to facilitate their readiness to change. We help young people re-enter school; obtain employment; access physical and mental health services; complete community service and restitution requirements; and take steps towards a safe and smart lifestyle.

Supporting Our Schools: EBAYC works to improve the quality of education for all young people by organizing partnerships that help transform each neighborhood school into a "Community School". Our Community Schools: 1) provide young people after-school academic support, summer enrichment education, and public service internships; 2) support families with medical & mental health services, home outreach & case management, and adult education & economic support services; and 3) strengthen relationships between teachers and parents. Our Community Schools are present at Garfield Elementary School, Franklin Elementary School, Manzanita Community School, Bella Vista Elementary School, La Escuelita Elementary School, Roosevelt Middle School, and Oakland High School.

Creating Community Power: EBAYC supports families to lead community efforts to improve their schools and their neighborhood. Parents and young people have successfully organized to win the expansion of neighborhood-based pre-school, after-school, and summer programs; construction renovation of schools, schoolyards, parks, and pedestrian corridors; and creation of new affordable housing and employment opportunities for neighborhood residents. EBAYC is the author of the Kids First! Initiative, a 1996 and 2008 local ballot initiative that dedicates 3% of City of Oakland General Fund revenues to new children services – generating over \$10 million annually for after-school and summer programs that engage over 15,000 young people daily.

EBAYC serves daily a multi-racial, multi-ethnic, and multilingual membership of 1,000 young people who live in Oakland's San Antonio and Fruitvale neighborhoods. EBAYC has a governing board comprised of 32 parents, young people, and alumni representing EBAYC's eight major neighborhood programs.

SECTION 5: Academics

Your site should plan to offer a range of academic supports including: 1) Targeted Interventions 2) Skill-Building 3) Homework Support 4) Tutoring. *Other possible supports may include computer lab, library exploration, project-based learning, coordination with SES tutoring.* Academic activities should be aligned with school goals and support specific student achievement needs defined by the school. Activities should be based on sound instructional strategies aligned with the regular school day program.

	Target Population	Academic Support (choose one)	SPSA goal(s) or school need supported by activity	Measurable Objective/ Target	Description of program	Instructional Strategies
1	9 th and 10 th Graders & ELD Students (Open to 11 th & 12 th graders as well)	<input checked="" type="checkbox"/> Homework Support <input checked="" type="checkbox"/> Tutoring <input checked="" type="checkbox"/> Skill Building <input type="checkbox"/> Academic Intervntn <input type="checkbox"/> Credit Recovery <input type="checkbox"/> CAHSEE Prep <input type="checkbox"/> Other	Oakland High School Students graduate in four years.	Students receive a passing grade in all their core classes.	College students play a role as an academic mentor to provide high school students useful academic skills and knowledge to help complete school assignments and beyond.	Mentoring / tutorial groups of 1 mentor to every 10 students.
2	Students enrolled or re-enrolled in Algebra	<input type="checkbox"/> Homework Support <input checked="" type="checkbox"/> Tutoring <input type="checkbox"/> Skill Building <input checked="" type="checkbox"/> Academic Intervntn <input checked="" type="checkbox"/> Credit Recovery <input type="checkbox"/> CAHSEE Prep <input type="checkbox"/> Other	Oakland High School Students graduate in four years.	Students receive a passing grade in module exams after participating in intervention.	Students will be given tutor intervention prior to re-taking an Algebra Module test they may have failed.	Algebra teacher and college student will provide one on one or small group tutoring to students who did not pass an Algebra module test.

3	10 th graders	<input type="checkbox"/> Homework Support <input type="checkbox"/> Tutoring <input type="checkbox"/> Skill Building <input type="checkbox"/> Academic Intervntn <input type="checkbox"/> Credit Recovery <input checked="" type="checkbox"/> CAHSEE Prep <input type="checkbox"/> Other	Oakland High School Students graduate in four years.	Students receive a passing score in both CAHSEE English Language Arts and Math.	Prior to CAHSEE exam, 10 th graders will participate in CAHSEE preparation twice a week for 2 months with the academic liaisons.	Intensive and interactive CAHSEE preparation
4	9 th – 10 th	<input type="checkbox"/> Homework Support <input type="checkbox"/> Tutoring <input type="checkbox"/> Skill Building <input checked="" type="checkbox"/> Academic Intervntn <input type="checkbox"/> Credit Recovery <input type="checkbox"/> CAHSEE Prep <input checked="" type="checkbox"/> Other	Oakland High School Students graduate in four years, prepared to go on to UC, CSU, private 4-year college, or community college.	Students behavior change (i.e. more aware of the actions needed to graduate from high school and pursue higher education)	Provide academic intervention and support through 1-1 case management. EBAYC counselor will assess and set academic goals with students.	Case management

SECTION 6: ENRICHMENT & PHYSICAL ACTIVITY/RECREATION

Enrichment activities and physical activity/recreation are required components of the ASES and 21st Century grants. Enrichment activities should provide students with the opportunity to apply learning in a real, hands-on way. Enrichment activities should intentionally and creatively build skills that support students' success in school and in life. Enrichment activities often support school goals for health and wellness, positive school climate, arts learning, and student engagement.

Type of Enrichment	Rationale	SPSA goal(s) or school need supported by activity	Brief Description	Targeted Skills	Measurable Objective / Target
Youth Support Groups	<input checked="" type="checkbox"/> Student Identified <input checked="" type="checkbox"/> School Identified <input type="checkbox"/> Parent Identified <input type="checkbox"/> Other (specify)	Oakland High School students are self-directed, responsible, respectful individuals.	Safe and engaging environment to explore and practice youth leadership and social skills.	<input type="checkbox"/> Conflict Resolution <input checked="" type="checkbox"/> Social Skills <input checked="" type="checkbox"/> Leadership <input type="checkbox"/> Academic (specify) <input type="checkbox"/> Health/Fitness <input type="checkbox"/> Other (specify)	Students are capable of planning & problem solving.
EBAYC Teaching Internship	<input checked="" type="checkbox"/> Student Identified (Through application process) <input type="checkbox"/> School Identified <input type="checkbox"/> Parent Identified <input type="checkbox"/> Other (specify)	Oakland High School students make positive contribution to the greater community through service learning opportunities.	A unique opportunity for high school students to become conscious and effective educational leaders in Oakland.	<input type="checkbox"/> Conflict Resolution <input checked="" type="checkbox"/> Social Skills <input checked="" type="checkbox"/> Leadership <input checked="" type="checkbox"/> Academic (specify) <input type="checkbox"/> Health/Fitness <input type="checkbox"/> Other (specify)	Students have a better idea of potential future careers. In addition, they are more aware of what it takes to be a leader.

Section 7: FAMILY ENGAGEMENT / FAMILY LITERACY

After school provides an excellent context to foster parent involvement, connect families to the larger school community, and share important information related to both the after school and regular school day programs. After school family engagement efforts should be aligned with school day efforts, and support school goals for family involvement. A variety of activities may be offered, including: parent information nights, family celebrations, parent-and-child-together activities, parent leadership and volunteer opportunities, etc.

All after school programs are expected to complete this section. Family literacy is a required component of all 21st Century and ASSETS programs.

Type of Activity	SPSA goal(s) or school need supported by activity	Brief Description	Measurable Objective/Target	Alignment with school day family engagement efforts or resources
Family Nights	Oakland High School Students graduate in four years, prepared to go on to UC, CSU, private 4-year college, or community college.	Parents and students are brought together to encourage teamwork and will be given resources and information to support them during the process.	Families are more inclined to be more involved with supporting child academically. In addition, they are more familiar with services offered and how to access them.	Work with school counselors & administration to ensure accurate information is being disseminated.
Family College Tours	Oakland High School Students graduate in four years, prepared to go on to UC, CSU, private 4-year college, or community college.	Parents and students are given the opportunity to visit and learn more about the various college campuses in the Bay Area.	Increase in families' understanding of college life and college application process.	Supports school counselors with getting parents engaged/ familiar with what higher education looks like.

SECTION 8 ATTENDANCE AND PROGRAM DATES

Projected # of Program Days your program will operate during School Year 2010-2011:	465 180
Projected Daily Attendance during School Year 2010-2011:	150

2010-11 Assurances for Grant Compliance and After School Alignment with School Day**School: Oakland High****Lead Agency Partner: East Bay Asian Youth Center**

Principal and Lead Agency representative (ie. Program Director and/or Site Coordinator) will review and discuss each assurance below, and initial next to each item to signify agreement.

Attached separately are the following documents referenced below: 1) Grant Assurances signed by OUSD Superintendent, 2) After School MOU template, and 3) Revised Academic Liaison Role Description.

Principal initials	Lead Agency initials	2010 – 11 Assurances for Grant Compliance and After School Alignment with School Day
AR	RA	Site Administrator and Lead Agency Director/Site Coordinator have reviewed the CA Dept of Education's ASES and/or 21 st Century Grant Assurances, and understand mandated grant compliance elements.
AR	RA	Site Administrator and Lead Agency Director have reviewed the Lead Agency After School MOU together, and agree to the requirements outlined in the MOU for the lead agency partner.
AR	RA	Site Administrator will meet regularly with Site Coordinator to ensure program is meeting identified goals.
AR	RA	Site will share student outcome data to better refine program (EduSoft, Report Cards, IEP's, etc.).
AR	RA	Site Administrator and lead agency rep/site coordinator have reviewed the revised Academic Liaison role description. Site will identify a certificated, qualified individual to serve as the program's Academic Liaison and to fulfill all responsibilities outlined in the revised role description.
AR	RA	Site will invite Site Coordinator and appropriate after school staff to participate in school day meetings and professional development opportunities, in order to ensure consistency in standards of teaching and learning and positive school climate.
AR	RA	Site will invite Site Coordinator to participate on SSC, COST, and SST to ensure coordination of services.
AR	RA	Site will coordinate the use of facilities and site level resources.
AR	RA	Site will provide Site Coordinator with office space that includes access to internet and phone.

After School Safety and Emergency Planning for 2010-11

School: Oakland High

Lead Agency: East Bay Asian Youth Center

After School Safety and Emergency Planning

A) Will the site have an Emergency Plan that incorporates the After School Program?

☒ Yes ☐ No

If no, explain after school plans to ensure student and staff safety should an incident of violence or other crisis/emergency occur on or near the school campus during after school hours:

B) Describe the training that site will provide after school staff on safety procedures, including lockdown procedures and communication protocols for crisis response.

The school administrator or his/her designee will provide after school staff with an overview of school wide safety protocol, and perform one practice drill during each semester.

C) Principal and Site Coordinator have reviewed the *OUSD After School Emergency/Crisis 1st Level Response Notification Protocol*.

☒ Yes ☐ No

Facility Keys

Will the After School Program have access to facility keys for all areas where after school programming occurs?

☒ Yes ☐ No

If no, indicate how the school campus will be secured if crisis should occur during after school hours and if lockdown is necessary:

SSO Staffing (check one)

☐ Site has a school day SSO who can accommodate after school related work as part of their regular salary.

☒ Site will pay Extended time/Over time (ET/OT) to accommodate an after school SSO.

☐ Site does not need an SSO.

Principal Signature:

Alicia R. Green

Date:

5-19-10

Lead Agency Signature:

[Signature]

Date:

5-19-10

OUSD After School Programs
Enrollment Policy for ASES/21st Century After School Program at
Oakland High School

OUSD has established district-wide guidelines for Target Population and Enrollment in ASES and 21st Century After School Programs. Within these guidelines, each school will create a site-specific After School Enrollment Policy utilizing the template below. This enrollment policy must be made public to the school community through the following methods:

- Enrollment policy will be included in After School Enrollment Packet and program materials.
- Enrollment policy will be discussed at after school parent orientation/meetings.
- Enrollment policy will be shared with school faculty.

Target Population: (List in order of priority, and specify data that will be reviewed for student selection)

Target Population(s)	Specific Data to Inform Selection of Program Participation	(High School Only) Indicate if participation is Optional or Mandatory for each target population
Students in need of academic support and intervention to improve or sustain academic performance	CAHSEE, GPA, Credits, <i>Attendance</i>	Optional
Students from socio-economically disadvantaged backgrounds	Free/Reduced meal status	Optional

Notes:

- Successful after school programs are heterogeneous and include several target populations.
- Sites cannot utilize a first come-first serve process for enrolling students. The ASES and 21st Century grant legislation requires that sites establish priorities for program participation.
- CDE and OUSD recommend that after school programs focus on closing the achievement gap by serving a variety of students with academic and other needs.
- If space remains in the program after priority students fill slots, other students must be allowed access to the program, according to grant legislation.
- Program must enroll adequate numbers of students to meet CDE attendance targets.

Enrollment Process and Timeline:

Timeline	After School Enrollment Steps/Process	Individual(s) responsible
May 2010	First round of student recruitment	EBAYC / School
June 2010	First round of student selection	EBAYC
August 2010	First round of parental notification of student selection decision	EBAYC
August 2010	Second round of student recruitment and selection	EBAYC / School
September 2010	Second round of parental notification of student selection decision	EBAYC

Important dates to include in your timeline:

- Families will be notified of 2010-11 after school enrollment on or before the last day of school.
- After school program begins on 1st Day of school, with enrollment at a minimum 75% capacity.

Principal Signature: *Alison R. [Signature]*

Date: 5-19-10

Lead Agency Signature: *[Signature]*

Date: 5-19-10

OUSD Oakland SUCCESS
After School Program Activity Schedule Worksheet
School Site: Oakland High School

[illegible]

10

[illegible]

2010-2011 High School After School Program Budget

AFTER SCHOOL BUDGET PLANNING SPREADSHEET

HIGH SCHOOLS v2.0 11.25.2009

		21CCLC Core	21CCLC Equitable Access	21CCLC Family Literacy	Other Lead Agency funds	
Site #:	304	Resource: 4124	Resource: 4214	Resource: 4124		
School:	OAKLAND HIGH SCHOOL	Program: 1850	Program: 1851	Program: 1852		
Average # of students to be served daily (ADA):	%	OUSD Lead Agency	OUSD Lead Agency	OUSD Lead Agency	OUSD	Identify
Object	TOTAL GRANT AWARD TO SITE	\$248,400	\$25,000	\$20,000	\$0	\$0
CERTIFICATED PERSONNEL						
1120	Academic Liaison (REQUIRED \$4,000 allocation)	\$4,000	\$0	\$0	\$0	
1120	Certificated Teacher Extended Contracts	\$0	\$0	\$0	\$0	
1120	Certificated Teacher - Credit Recovery - English I					
1120	Certificated Teacher - Credit Recovery - Algebra I				\$0	
	Total certificated	\$4,000	\$0	\$0	\$0	
CLASSIFIED PERSONNEL						
2205	Site Coordinator	\$42,750			\$14,250	\$0
2220	SSO	\$0				\$0
	Additional staff support	\$0				
	Total classified	\$0	\$42,750	\$0	\$0	\$14,250
BENEFITS						
3000's	Employee Benefits for Additional Time (20%)	\$800	\$0	\$0		
3000's	Employee Benefits for Salaried Employees (40%)	\$0	\$0	\$0		
3000's	Lead Agency benefits (rate: 25 %)	\$6,413			\$2,285	
	Total benefits	\$800	\$6,413	\$0	\$0	\$2,285
BOOKS AND SUPPLIES						
4310	Supplies (OUSD only)				\$0	\$0
4310	Curriculum (OUSD only)				\$0	\$0
5829	Field Trips				\$0	\$0
4420	Equipment (OUSD only)				\$0	\$0
	Total books and supplies	\$0	\$0	\$0	\$0	\$0
CONTRACTED SERVICES						
5825	Artists & Coaches (\$25/hr.X17hrs)	\$3,185			\$389	
5825	Counselor - full time (10mos @\$32625+5546Benefit) DirSerHr: 75% PrepHr: 15% ProfDevHr: 10%	\$38,171				

2010-2011 High School After School Program Budget

5825	Counselor - full time (10mos @\$31500+5670Benefit) DirSerHr: 75% PrepHr:15% ProfDevHr: 10%			\$37,170						
5825	Counselor - full time (10mos @\$31500+5670Benefit) DirSerHr: 75% PrepHr:15% ProfDevHr: 10%			\$37,170						
5825	Academic Mentor(\$15.5/hrX12hr/wkX37W)X12 + \$11432 (Payroll Tax & Worker's comp) \$82584(5328 hrs/providerX\$15.50) DirSerHr: 4752hrs(11hr/wkX36wksX12 providers) PrepHr: 432hrs(1hr/wkX36wksX12 providers) ProfHrs:144hrs(12hrs/yearX12 providers)			\$40,186		\$21,155				
5825										
5825										
5825										
5825										
5825										
5825										
5825										
5825										
	Total services		\$0	\$155,882	\$0	\$21,155	\$0	\$389	\$0	\$0

IN-KIND DIRECT SERVICES

									\$0	\$0
									\$0	
	Total value of in-kind direct services								\$0	\$0
	Subtotals DIRECT SERVICE	85	\$4,800	\$205,045	\$0	\$21,155	\$0	\$16,924	\$0	\$0

ADMIN, EVAL & INDIRECT COSTS

	Lead Agency admin (4% max of total contracted amount)			\$4,873		\$490		\$392		\$0
	Oakland SUCCESS and required evaluation costs		\$21,472		\$2,165		\$1,732			
	Custodial Services (\$0 allocation for 21st Century sites)									
	OUSD Indirect (5.17%)		\$12,211		\$1,190		\$952			
	Total Indirect per column	15	\$33,683	\$4,873	\$3,355	\$490	\$2,684	\$392	\$0	\$0

TOTALS

	Total budgeted per column		\$38,483	\$209,918	\$3,355	\$21,645	\$2,684	\$17,316	\$0	\$0
	Total BUDGETED	100	\$248,400		\$25,000		\$20,000		\$0	\$0
	BALANCE remaining to allocate		\$0		\$0		\$0		\$0	\$0
	TOTAL GRANT AWARD/ALLOCATION TO SITE		\$248,400		\$25,000		\$20,000		\$0	\$0

Ledger: GL
Report Date 08/31/2010

Oakland Unified School District
Budget to Actual
(with Encumbrances)

Period: 2
Budget Level OB

Org. Key: 3041850401

21ST CENT AFTER SCHOOL BASE

Fund: 01 Resource: 4124 Goal: 1110 Function: 4000 SubFund: 0101 Program: 1850 Site: 304

Object Description	Object	Budget	Actual	Encumbrance	Balance
TEACHERS SALARIES STIPENDS	1120	0.00	0.00	0.00	0.00
STRS CERTIFICATED	3101	0.00	0.00	0.00	0.00
SOCSEC,MEDI,ALTSS CERTIFICATED	3301	0.00	0.00	0.00	0.00
ST UNEMPLOY INS CERTIFICATED	3501	0.00	0.00	0.00	0.00
WORKERS COMP CERTIFICATED	3601	0.00	0.00	0.00	0.00
CONSULTANTS	5825	215,578.22	0.00	0.00	215,578.22
	Revenue	0.00	0.00	0.00	0.00
	Expenses	215,578.22	0.00	0.00	215,578.22

Ledger: GL
Report Date 08/31/2010

Oakland Unified School District

Budget to Actual

Period: 2
Budget Level OB

(with Encumbrances)

Org. Key: 3041851401

21ST CENT - EQUITABLE ACCESS

Fund: 01 Resource: 4124 Goal: 1110 Function: 4000 SubFund: 0101 Program: 1851 Site: 304

Object Description	Object	Budget	Actual	Encumbrance	Balance
CONSULTANTS	5825	21,696.68	0.00	0.00	21,696.68
	Revenue	0.00	0.00	0.00	0.00
	Expenses	21,696.68	0.00	0.00	21,696.68

Ledger: GL
Report Date 08/31/2010

Oakland Unified School District

Period: 2

Budget to Actual

Budget Level OB

(with Encumbrances)

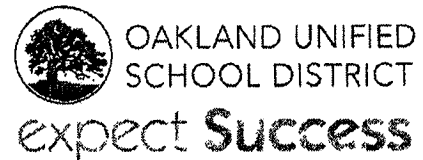
Org. Key: 3041852401

21ST CENT - FAMILY LITERACY II

Fund: 01 Resource: 4124 Goal: 1110 Function: 4000 SubFund: 0101 Program: 1852 Site: 304

Object Description	Object	Budget	Actual	Encumbrance	Balance
CONSULTANTS	5825	17,357.34	0.00	0.00	17,357.34
	Revenue	0.00	0.00	0.00	0.00
	Expenses	17,357.34	0.00	0.00	17,357.34

Board Office Use: Legislative File Info.	
File ID Number	10-1435
Introduction Date	6-1-10
Enactment Number	10-0869
Enactment Date	6-9-10 JS



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OAKLAND UNIFIED SCHOOL DISTRICT
Office of the Board of Education
June 9, 2010

TO: Board of Education

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

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

ACTION REQUESTED

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 \$1,334,000.00. This amount is projected using historical cost data, known changes to the number of sites served and expected available grant funding allowable.

BACKGROUND

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

A Menu of Services was established that would allow a principal to "Order" from the Menu using the Individual Service Agreement (ISA). This is essential to promoting transparency of services, and the costs of those services, between like schools.

Each Individual Service Agreement will be submitted to the board for ratification. In the event that this vendor receives more orders for service than anticipated, an amendment to this MOU will request a new not-to-exceed amount.

DISCUSSION

Vendor: East Bay Asian Youth Center

Overview of Services: East Bay Asian Youth Center contracts with schools to provide case management and family support to young people who are on probation, parole, and are at-risk of



OAKLAND UNIFIED
SCHOOL DISTRICT

expect Success

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violence and exploitation offering job training programs, paid work experience, access to mental health, social services and navigation of court appearances.

Not-To-Exceed Amount: \$1,334,000.00

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

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

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

FISCAL IMPACT

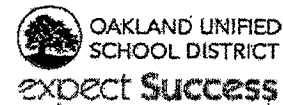
There is no funding associated with the Master Memorandum of Understanding. The Master Memorandum of Understanding establishes a relationship, as well as setting the terms and conditions with East Bay Asian Youth Center. The funding source for each Individual Service Agreement will be determined separately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

RECOMMENDATION

Approval of Master MOU between the Oakland Unified School District authorizing the President and Secretary of the Board to enter into and execute a Master Memorandum of Understanding and Individual Service Agreement(s) with East Bay Asian Youth Center in an amount Not-To-Exceed \$1,334,000.00. The Secretary of the Governing Board shall place said Individual Service Agreements on the Consent Calendar for ratification.

ATTACHMENTS: Master MOU

Board/Office Use, Legislative File Info.	
File ID Number	10-1435
Introduction Date	6-1-10
Enactment Number	
Enactment Date	



**MEMORANDUM OF UNDERSTANDING
BETWEEN
OAKLAND UNIFIED SCHOOL DISTRICT and
East Bay Asian Youth Center
2010-2011**

1. INTENT

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

Cumulative Amount of ISA(s) NOT TO EXCEED \$ 1,334,000.00

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

2. TERMS AND CONDITIONS

- 2.1 **Term of Agreement.** The term of this agreement shall be July 1, 2010 to June 30, 2011 and may be extended by written agreement of both parties. **ISA's are void upon termination or expiration of the Master MOU.**
- 2.2 **All terms and conditions apply jointly and severally** to all CONTRACTOR'S employees, agents, partners, subcontractors, and/or volunteers acting on behalf of, and by the direction of CONTRACTOR.
- 2.3 **Notice of Termination.** OUSD may, at any time, terminate this Agreement upon not less than five (5) days written notice to CONTRACTOR. OUSD shall compensate CONTRACTOR for services satisfactorily provided through the date of termination. In addition, OUSD may terminate this agreement for cause should CONTRACTOR fail to perform any part of this Agreement. In the event of termination for cause, OUSD may secure the required services from another contractor. If the cost to OUSD exceeds the cost of providing the services pursuant to this Agreement, CONTRACTOR shall pay the additional cost.
- 2.4 **Choice of Law.** This Agreement shall be performed in Oakland, CA and is governed by the laws of the State of California.
- 2.5 **Licenses and Permits.** CONTRACTOR shall obtain and keep in force all licenses, permits, and certificates necessary for the performance of this Agreement.
- 2.6 **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
- 2.7 **Conflict of Interest.** CONTRACTOR shall abide by and be subject to all applicable OUSD policies, regulations, statutes or other laws regarding conflict of interest. CONTRACTOR shall not hire any officer or employee of OUSD to perform any service by this Agreement without first obtaining the prior written approval of OUSD. CONTRACTOR affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between CONTRACTOR's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to OUSD's attention in writing.

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

- 2.15 **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
- 2.16 **Changing Legislation.** CONTRACTOR understands that changes in Federal, or state legislation or District policy may impact funding levels, grant requirements, and responsibilities of CONTRACTOR during an academic school year. This MOU may be amended during the 2010-11 fiscal year to reflect additional changes resulting from such legislation.

3.A **ADMINISTRATION OF MASTER MOU.**

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

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

- 3.2 Notices to CONTRACTOR shall be addressed as indicated:

Name	Gianna Tran
Title	Deputy Executive Director
Agency	East Bay Asian Youth Center
Address	2025 E. 12th 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 2010-2011.
- 4.2 **Independent Contractor.** This is not an employment contract. CONTRACTOR, is an independent contractor or business entity, and will be responsible for operations and management of its employees to sufficiently carry out the agreed upon Scope of Work. CONTRACTOR understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of OUSD, and are not entitled to benefits of any kind or nature normally provided or entitled to employees of OUSD, including, but not limited to, State Unemployment Compensation or Worker's Compensation. CONTRACTOR shall assume full responsibility for payment of all Federal, State, and local taxes or contributions necessary to do business in the State of California, including unemployment insurance, social security and income taxes with respect to CONTRACTOR's employees. In the performance of the work herein contemplated, CONTRACTOR is an independent contractor, with the sole authority for controlling and directing the performance of the details of the work, OUSD being interested only in the results obtained.
- 4.3 **Fiscal oversight and management.** CONTRACTOR shall be responsible for providing oversight, fiscal management, payroll services and technical assistance to its agents, employees or subcontractors. CONTRACTOR may be required to facilitate and collaborate with other service providers as necessary.
- 4.4 **No Rights in Third Parties.** This agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
- 4.5 **Ownership of Documents.** All documents created by CONTRACTOR pursuant to this Agreement, including but not limited to reports, designs, schedules, and other materials prepared, or in the process of being prepared, for the services to be performed by CONTRACTOR, are and shall be at the time of

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

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

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

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

- (a) Requesting that OUSD employee(s) evaluate the CONTRACTOR and the CONTRACTOR's employees and subcontractors and each of their performance.
- (b) Announced and unannounced observance of CONTRACTOR, CONTRACTOR's employee(s), and/or subcontractor(s).

5. CONDUCT OF CONTRACTOR.

5.1 **Maintain background check.** CONTRACTOR certifies that all persons permitted to work on school sites or, may come in contact with children, have been cleared under California law and the Education Code.

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

5.3 **Comply with the Child Abuse and Neglect Reporting Act (CANRA)** guidelines as Mandated Reporters to report suspicions of possible child abuse to the appropriate reporting agency as stated in California Penal Code § 11164 – 11174.

5.4 **Mandatory participation** in technical assistance, training, orientation, monthly meetings and other support and resource development activities provided by the OUSD and collaborative partners in conducting program planning, implementation, and evaluation as necessary. These may include required regular meetings with the school principal or other identified designee to ensure collaboration with the school vision. Participation in meetings facilitated by OUSD to address program success, areas of concern and for general troubleshooting are also required.

5.5 **Ensure compliance with funding guideline requirements** and follow OUSD policies and procedures. This includes compliance with District staffing requirements and policies including No Child Left Behind and other legislative mandates.

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

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

6. SCOPE OF WORK.

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

7. INVOICING.

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

I personally reviewed this invoice dated _____.

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

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

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

8. INDEMNIFICATION

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

9. INSURANCE

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

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

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

☒ **ADDITIONAL ADDENDUM(S) ATTACHED**

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

Yes

No

☒

☐

ASES PROGRAM GRANT (Elementary / Middle)

☒

☐

21st CCLC ASSET GRANT (High School)

☒

☐

FIELDTRIPS

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

Mannalran
CONTRACTOR

Date: 5/12/10

J. D. Yip
President, Board of Education
Oakland Unified School District

Date: 6/10/10

Earl K. ...
Secretary, Board of Education
Oakland Unified School District

Date: 6/10/10

File ID Number: 10-1435
Introduction Date: 6-1-10
Enactment Number: 10-086A
Enactment Date: 6-9-10
By: [Signature]