

Board Office Use: Legislative File Info.	
File ID Number	12-0491
Introduction Date	3-28-12
Enactment Number	12-0924
Enactment Date	3-29-12 <i>h</i>



OAKLAND UNIFIED  
SCHOOL DISTRICT

Community Schools, Thriving Students

# Memo

**To** Board of Education  
Tony Smith, Ph.D., Superintendent

**From** By: Maria Santos, Deputy Superintendent, Instruction, Leadership & Equity-in-Action  
Vernon Hal, Deputy Superintendent, Business & Operations *ve/h*

**Board Meeting Date** 3-28-12  
(To be completed by Procurement)

**Subject** Individual Service Agreement Amendment - 1  
Bay Area Community Resources San Rafael CA (Contractor, City/State) -  
Emerson Elementary (site/department)

**Action Requested** Approval by the Governing Board of the amendment to the Individual Service Agreement between the District and Bay Area Community Resources. Services to be primarily provided to Emerson Elementary for the period of 07/01/2011 through 06/30/2012, in an amount not to exceed \$27,670.00.

**Background**  
*A one paragraph explanation of why an amendment is needed.*  
The attached Individual Service Agreement is contracting of services at the negotiated price, stated in the referenced Master MOU, approved by the Board of Education on June 22, 2011 (Enactment number 11-1137). This amendment will increase the current level of services and increase the number of students being served beyond the base unit as stated in the original contract to include Option H - Physical Fitness. Because of this increase, school is utilizing other funds to increase the amount that was originally contracted.

**Discussion**  
*One paragraph summary of the amended scope of work.*  
Approval by the Board of Education of Amendment No. 1 of the Individual Service Agreement to the Master Memorandum of Understanding between Oakland Unified School District and Bay Area Community Resources, San Rafael, CA, for the latter to increase current services to enhance current comprehensive After School Program that serves approximately 93 students daily, increasing the amount originally contracted in Menu of Service Option H-Physical Fitness daily for all students and families in the after school program at Emerson Elementary for the period of July 1, 2011 through June 30, 2012, in the amount of \$27,670.00, increasing the agreement from \$91,848.00 to a not to exceed amount of \$119,518. All other terms and conditions remain in full force and effect.

**Recommendation** Approval by the Governing Board of the amendment to the Individual Service Agreement between the District and Bay Area Community Resources. Services to be primarily provided to Emerson Elementary for the period of 07/01/2011 through 06/30/2012, in an amount not to exceed \$27,670.00.

**Fiscal Impact** Funding resource name (please spell out) General Purpose  
not to exceed \$27,670.00

**Attachments**

- Individual Service Agreement Amendment
- Copy of original Individual Service Agreement

<b>Board Office Use: Legislative File Info.</b>	
File ID Number	12-0491
Introduction Date	3-28-12
Enactment Number	12-0926
Enactment Date	3-29-12



OAKLAND UNIFIED SCHOOL DISTRICT

**INDIVIDUAL SERVICE AGREEMENT (ISA) AMENDMENT No. 1**

AGREEMENT TO PURCHASE ADDITIONAL SERVICES UNDER A MASTER MEMORANDUM OF UNDERSTANDING

This Amendment is entered into between the Oakland Unified School District (OUSD) and Bay Area Community Resources (CONTRACTOR). OUSD entered into an Agreement with CONTRACTOR for services on July 1, 20 11, and the parties agree to amend that Agreement as follows:

MASTER MOU – ORIGINAL ISA INFORMATION			
VENDOR NAME	Bay Area Community Resources	LEGISTAR FILE ENACTMENT #	11-1137
SITE NUMBER / NAME	115 Emerson Elementary	AMOUNT OF ORIGINAL ISA	\$91,848.00
Original ISA Contract, or most recent ISA Contract Amendment period: 07/01/2011 (from date) to 06/30/2012 (end date).			

**ORDER OF ADDITIONAL SERVICES – SELECT APPROPRIATE BOX**

Increase in the amount of services (days, hours, etc) of same type of service purchased in the original ISA.

Service		Fee	\$	UNITS OF SERVICE		\$
Service		Fee	\$	UNITS OF SERVICE		\$
Service		Fee	\$	UNITS OF SERVICE		\$
Subtotal						\$

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

Purchase New Type of Service.

Service	Option H - Physical Fitness	Fee	\$12,000.00	UNITS OF SERVICE	3	\$27,670.00
Service		Fee	\$	UNITS OF SERVICE		\$
Service		Fee	\$	UNITS OF SERVICE		\$
Subtotal						\$27,670.00

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

1h. School utilizing other funds to increase level of services and/or number of students served beyond the above base unit.

**Increasing the ISA Not to Exceed Amount to:** \$119,518.00

The Term (Duration) of the Individual Service Agreement remains unchanged.  
 The Term (Duration) has changed: The contract term is extended by an additional \_\_\_\_\_ (days/weeks/months), and the amended expiration date is \_\_\_\_\_.

**ISA Amendment History:**

There are no previous amendments to this ISA.  This ISA has previously been amended as follows:

No.	Date	General Description of Reason for Amendment	Amount of Increase (Decrease)
			\$
			\$
			\$

This is an Individual Services Agreement between a vendor and a school site or department to purchase services under a Master MOU. This is a contract for services, its execution by an authorized OUSD agent commits OUSD to pay for services provided by CONTRACTOR under the terms and conditions of the Master MOU attached and incorporated herewith, subject to this ISA Amendment being approved by the Board of Education.

VENDOR	NAME	Martin Weinstein	TITLE	CEO
SIGNATURE			DATE	3/29/12
OUSD SITE ADMINISTRATOR	NAME	Kathrene M. Hatzke	TITLE	Principal
SIGNATURE			DATE	3/29/12

**APPROVAL BY THE BOARD OF EDUCATION**

Jody London, President of the Board of Education	DATE	3/29/12
EDGAR RAKESTRAW, JR SECRETARY, BOARD OF EDUCATION	DATE	3/29/12



# CERTIFICATE OF LIABILITY INSURANCE

OP ID: SG

DATE (MM/DD/YYYY)

07/05/11

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

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

PRODUCER <b>Farallone Pacific Insurance Services, License # 0F84441</b> 859 Diablo Avenue Novato, CA 94947 <b>Peter Schmale</b>	415-493-2500 415-493-2505	CONTACT NAME: <b>Sindy Graham, ext 131</b> PHONE (A/C, No, Ext): <b>415-493-2500</b> E-MAIL ADDRESS: <b>sgraham@fp-ins.com</b> PRODUCER CUSTOMER ID #: <b>BAYAR-3</b>	FAX (A/C, No): <b>415-493-2505</b>
INSURED <b>Bay Area Community Resources, Inc.</b> 171 Carlos Drive San Rafael, CA 94903-2005	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: <b>Philadelphia Indemnity Ins Co.</b>		<b>32760</b>
	INSURER B: <b>Sparta Insurance Company</b>		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	GENERAL LIABILITY	X		PHPK740321	07/01/11	07/01/12	EACH OCCURRENCE \$ <b>1,000,000</b>		
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>1,000,000</b>		
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ <b>20,000</b>		
	<input checked="" type="checkbox"/> Abuse Sublimit 1,000,000						PERSONAL & ADV INJURY \$ <b>1,000,000</b>		
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE \$ <b>2,000,000</b>		
<input checked="" type="checkbox"/> POLICY	<input type="checkbox"/> PROJECT	<input type="checkbox"/> LOC					PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b>		
A	AUTOMOBILE LIABILITY			PHPK740321	07/01/11	07/01/12	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b>		
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$		
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$		
	<input checked="" type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$		
<input checked="" type="checkbox"/> HIRED AUTOS									
<input checked="" type="checkbox"/> NON-OWNED AUTOS									
A	UMBRELLA LIAB	<input checked="" type="checkbox"/>	OCCUR	PHUB350578	07/01/11	07/01/12	EACH OCCURRENCE \$ <b>5,000,000</b>		
	<input checked="" type="checkbox"/> EXCESS LIAB	<input type="checkbox"/>	CLAIMS-MADE				AGGREGATE \$		
	DEDUCTIBLE						\$		
<input checked="" type="checkbox"/>	RETENTION \$ <b>10,000</b>						\$		
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		Y/N	006WK0124400	07/01/11	07/01/12	<input checked="" type="checkbox"/> WC STATUTORY LIMITS		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						<input type="checkbox"/>	OTHER	E.L. EACH ACCIDENT \$ <b>1,000,000</b>
	If yes, describe under DESCRIPTION OF OPERATIONS below						N/A		E.L. DISEASE - EA EMPLOYEE \$ <b>1,000,000</b>
									E.L. DISEASE - POLICY LIMIT \$ <b>1,000,000</b>
A	Professional Liability			PHPK740321	07/01/11	07/01/12	Each <b>1,000,000</b>		
							Aggregate <b>2,000,000</b>		

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

## CERTIFICATE HOLDER

## CANCELLATION

Oakland Unified School District  
1025 - 2nd Avenue  
Oakland, CA 94606

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Sindy Graham*

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POLICY NUMBER: \* PHPK740321  
Bay Area Community Resources, Inc.

COMMERCIAL GENERAL LIABILITY

EFFECTIVE: \* July 1, 2011 - 2012

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED — CONTROLLING INTEREST

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

### SCHEDULE

Name of Person or Organization

Oakland Unified School District

(If no entry appears above, the information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

1. WHO IS INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule but only with respect to liability arising out of:
  - a. Their financial control of you; or
  - b. Premises they own, maintain or control while you lease or occupy these premises.
2. This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.



## Individual Service Agreement (ISA) Amendment Routing Form

### Basic Directions

Services beyond the Individual Service Agreement cannot be provided until the amendment has been fully approved and the Purchase Order amount has been increased by Procurement.

1. Contractor and OUSD contract originator reach agreement to increase services provided under the Master MOU.
2. Contractor and OUSD contract originator complete ISA amendment together. Please insert the amendment number (i.e. if this is the first ISA amendment enter "1," second enter "2," etc.) at the top of the ISA amendment.
3. OUSD contract originator **creates new requisition with the original PO number referenced in the item description.**
4. OUSD contract originator submits ISA amendment packet for approval within 10 days of creating the requisition.

When the contract amendment is approved Procurement will add additional funds to the original Purchase Order.

Attachment Checklist	<input checked="" type="checkbox"/> ISA amendment packet including Board Memo, ISA amendment form, Menu of Services <input checked="" type="checkbox"/> Copy of original Individual Service Agreement <input type="checkbox"/> Copy of Prior Amendments, If Any.
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OUSD Staff Contact Emails about this ISA amendment should be sent to: kathrene.hatzke@ousd.k12.ca.us

### VENDOR INFORMATION

CONTRACTOR NAME	Bay Area Community Resources	CITY	San Rafael	STATE	CA
SITE /DEPT NAME	Emerson Elementary	SITE #	115		

### BUDGET INFORMATION

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

SPSA ACTION ITEM NUMBER: \_\_\_\_\_ OR  SPSA MODIFICATION DOCUMENTATION ATTACHED

RESOURCE #	RESOURCE NAME	ORG KEY	REQ. NUMBER	AMOUNT
5825	GP	1151110101	R0202853	\$ 27,670.00
				\$
				\$

### Amount and Reason for Amendment

Original PO Number(s)	P1201222	<b>Reason for Amendment to ISA (check appropriate box):</b> <input type="checkbox"/> Increase in number of units (days, hours, etc) of service. I would like to purchase additional days or hours of the same type of service purchased with the original ISA. <input checked="" type="checkbox"/> Purchase additional type of service. In addition to the services contracted for in the original ISA, I would like to purchase another type of service from this vendor.
Original ISA Amount	\$ 91,848.00	
Amended ISA Amount	\$ 27,670.00	
New Total Contract Amount	\$ 119,518.00	

### Approval and Routing (in order of approval steps)

Additional services above original contract amount cannot be provided before the amendment is fully approved and the Purchase Order amount has been increased by Procurement.

	<b>Site Administrator or Manager</b>	Name	Kathrene M. Hatzke	Phone	(510) 654-7373	Fax	(510) 654-7360
1.	Site / Department	Emerson Elementary					
	Signature	<i>[Signature]</i>		Date Approved	2/1/12		
2.	<b>Resource Manager</b> , if using funds managed by: <input type="checkbox"/> State and Federal <input type="checkbox"/> Quality, Community, School Development <input checked="" type="checkbox"/> Complementary Learning / After School Programs						
	Signature	<i>[Signature]</i>		Date Approved			
	Signature	<i>[Signature]</i>		Date Approved			
3.	<b>Regional or Executive Officer</b>						
	Signature	<i>[Signature]</i>		Date Approved	3/2/12		
4.	<b>Deputy Superintendent Instructional Leadership / Deputy Superintendent Business Operations</b>						
	Signature	<i>[Signature]</i>		Date Approved	3/8/12		
5.	<b>Superintendent or Board of Education</b> <i>Signature on the legal contract</i>						
<b>Legal</b> Required if not using standard contract		Approved		Denied - Reason		Date	
<b>Procurement</b>	Date Received			PO Number			



Units of Service for Lead Agency: Bay Area Community Resources

**Lead Agency Unit of Service for Elementary/Middle Schools**

**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 93 students (Elementary School) and 125 (Middle School) . 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.

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

Alignment of after school program plan with key components of SPSA, Extended Day Model, and collaborative partnerships with students, families, school staff and community partners.

Ongoing after school professional development, training and coaching to school site staff, collaborative partners, and line staff.

Agency efforts to mobilize and leverage additional resources to enhance after school services (i.e. Volunteer Management, Bayac Americorp/Vista, Fund Development and Grant writing, and In-Kind or Match Programs).

**Lead Agency Option A: Cost for Elementary School lead agency package: \$93,834**

**Lead Agency Option B: Cost for Middle School Lead Agency package: \$127,213**

**Lead Agency Unit of Service for High Schools**

**Description of Services:**

After school program set up at school site and coordination of comprehensive services to ensure ASSETS 21<sup>st</sup> Century grant compliance, integration of extended day model and alignment with school day, program quality, operational and fiscal oversight.

Delivery of high quality after school programming consisting of academic, enrichment, recreational/physical activity, family literacy, and targeted Equitable Access services to

students that are high risk and are hard to reach via general services. Services will be delivered by qualified, trained individuals and community providers with subject matter expertise and youth development experience. Program set-up will ensure student safety.

Services for up to 75 students at the small alternative high schools and up to 120 at the larger continuation high school(s). 15 hours plus of programming per week from September – June.

Coordination, outreach, and delivery of: Family literacy events that meet the needs of both English and Spanish speaking families; Cross-site annual events such as Lights On Music and Arts Festival, Life After High School Conference, and Basketball and Soccer Leagues.

Equitable Access services to students that are hard to reach, may include: Internships (managing student stipends, coordinating student placements and career mentors), Job Readiness, Career Exploration, Life Skills, English and Math Tutoring, and Driver's Education.

Ongoing after school professional development, training and coaching provided to school site staff, collaborative partners, and line staff.

Agency efforts to mobilize and leverage additional resources to enhance after school services (i.e. Volunteer Management, Bayac Americorp/Vista, Fund Development and Grantwriting and In-Kind or Match Programs).

Lead agency unit of service includes programmatic and operational costs.

**Lead Agency Option C: Cost for Small High School Programs serving up to 75 students: \$156,000**

**Lead Agency Option D: Cost for Large High School Programs serving up to 120 students: \$227,000**

**Factors that may reduce or increase the school charge for above lead agency units:**

- 1a. School opting to utilize own teachers to provide academic services, reducing the academic programming charges to the cost above.
- 1b. School opting to directly contract with a different service provider for enrichment, reducing some of the enrichment charges to the cost above.
- 1c. School opting to provide supplies in support of after school programming, reducing supply costs from the total above.
- 1d. School opting to fund School Safety Officer, reducing above costs to provide safe and secure after school environment.
- 1e. School opting to fund high school academic liaison, reducing above costs to ensure academic alignment.
- 1f. School opting to provide after school program leadership, reducing the above costs

for Site Coordinator.  
 1g. Other specialty services from this menu have been selected to augment or replace some of the basic lead agency services included in package above.  
 1h. School utilizing other funds to increase level of services and/or number of students served beyond the above base unit.

**Other Specialized Services**

**Option E: Youth Leadership and Career Exploration**  
 Structured weekly opportunities for youth to interact with trained mentors and engage in community service projects.  
 Cost: \$6,000 for two sessions/week, from Sept – June; service for up to 20 youth.

**Option F: Specialized CAHSEE preparation**  
 6 week CAHSEE prep intensive: 2 hours every day with up to 3 tutors utilizing *Moving Forward Education* curriculum provided by trained mentors throughout entire school year.  
 Cost: \$5,720

**Option G: Parent workshops**  
 Specialized family events to foster parent involvement and understanding of how to provide academic support to children.  
 Cost: \$300 per 2-hour event, for up to 75 families

**Option H: Physical Fitness**  
 Specialized physical fitness activities may include: all seasonal sport leagues (but not limited to) basketball, flag football, soccer, and track/field. It may also include: martial arts, capoeira, yoga, recreational activities, wrestling, or other physical activity as needed.  
 Cost: \$12,000 per activity for 10 months up to 20 students served daily per activity

**Option I: Visual or Performing Arts**  
 Specialized services may included: Drama, Studio production, Drawing/ Painting/ Murals, Video/Photography, Spoken Word, Hip Hop and Social Action, Dance and Cultural Dance, Drumming and cultural music, or other Visual and Performing Art programs as needed  
 Cost: \$12,000 per activity for 10 months up to 20 students served daily per activity

**Option J: Health & Nutrition**  
 Specialized health and nutrition activities for students to foster healthy eating and educate them on nutrition.  
 Cost: \$10,000 per activity for 10 months up to 20 students served daily per activity

**BACR Mental Health Services**



**Mental Health Services Option K:** Individual and group counseling and other mental health services, consultation with families and school personnel and limited crisis response. Approximately 25 clients served annually. Services provided by Graduate Intern for 1 ½ - 2 ½ days per week for 36 weeks. Clinical supervision provided.

Cost: \$9,000 per year

**Mental Health Services Option L & M:** Individual, group and family counseling, case management and other mental health services, consultation with school personnel and crisis response. Classroom education or other school-wide interventions as needed. Services provided by Master's level Mental Health Staff. Clinical supervision is provided.

**Option L:** \$13,000 for one day per week for entire school year; 20 students served over the course of the year.

**Option M:** \$65,000 for daily services for entire school year; 80 - 100 students served over the course of the year.

**Additional Services for ASES/21<sup>st</sup> Century Elementary and Middle Schools**

**Option N: Family Literacy Services:** Variety of services to engage parents and support them in helping their children succeed in school. Services customized to meet school and community needs, and may include: parent workshops, parent outreach, adult literacy support, and farmers market.

Services will be open to families of all students participating in ASES/21<sup>st</sup> Century after school programming. Services will be provided by qualified, trained individuals and/or community providers with subject matter expertise.

Cost: \$17,400

**Option O: Equitable Access Services:** Services customized to meet school needs, and may include: services to enhance student access to after school program; special support services for English learners and other high need students; translation services; and services to promote conflict resolution and positive program climate.

Services will complement after school programming occurring daily, September – June.

Cost: \$21,750

**Factors that would decrease the above costs for ASES/21<sup>st</sup> Century Additional Services:**

- 2a. School opting to provide a portion of family literacy services with own staffing and resources.
- 2b. School opting to provide a portion of Equitable Access services with own staffing and resources.
- 2c. School providing own supplies to support family literacy or equitable access services.
- 2d. School partnering with other providers to provide a portion of family literacy or equitable access services.

Board Office Use: Legislative File Info.	
File ID Number	11-1948
Introduction Date	8-24-11
Enactment Number	11-1496
Enactment Date	8-24-11 <i>MS</i>



OAKLAND UNIFIED  
SCHOOL DISTRICT

Community Schools, Thriving Students

# Memo

**To** Board of Education

**From** Tony Smith, Ph.D., Superintendent  
By: Maria Santos, Deputy Superintendent, Instruction, Leadership & Equity-in-Action  
Vernon Hal, Deputy Superintendent, Business & Operations

**Board Meeting Date**  
(To be completed by Procurement) August 24, 2011

**Subject** Individual Service Agreement - Master Memorandum of Understanding - Bay Area Community Resources (contractor) - 115/Emerson Elementary School (site)

**Action Requested** Approval of the Individual Service Agreement to the Master Memorandum of Understanding (MOU) between District and Bay Area Community Resources, for services to be provided primarily to 115/Emerson Elementary School.

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

The attached Individual Service Agreement is the contracting of services at the negotiated price, stated in the referenced Master MOU, approved by the Board of Education on June 22, 2011 (Enactment number 11-1137).

**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 Bay Area Community Resources, San Rafael, CA, for the latter to provide their Menu Option A-Lead Agency Unit for Arts, Recreation, Leadership and Family Literary activities in its capacity as a Comprehensive After School Program Lead Agency at Emerson Elementary School for the period of July 1, 2011 through June 30, 2012, in an amount not to exceed \$91,848.00, 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 Bay Area Community Resources for the latter to provide Arts, Recreation, Leadership and Family Literary activities in its capacity as a Comprehensive After School Program Lead Agency at Emerson Elementary School for the period July 1, 2011 through June 30, 2012.

**Fiscal Impact**

Funding Resource: 6010/After School Education and Safety (ASES) Grant in an amount not to exceed \$91,848.00.

**Attachments**

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

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**OAKLAND UNIFIED SCHOOL DISTRICT**

Community Schools, Thriving Students

**INDIVIDUAL SERVICE AGREEMENT (ISA) 2011-2012**

**MASTER MOU INFORMATION**

VENDOR NAME	Bay Area Community Resources		
VENDOR #	1001628	ENACTMENT #	
SITE / DEPT NAME	Emerson Elementary	SITE #	115
OUSD STAFF CONTACT - EMAILS ABOUT THIS CONTRACT SHOULD BE SENT TO:		wendi.caporicci@ousd.k12.ca.us	

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

SERVICE AND UNIT OF SERVICE (SEE EXHIBIT A OF MASTER MOU FOR A FULL DESCRIPTION OF SCOPE OF WORK AND MENU OF SERVICES)	GRADE LEVEL(S) SERVED	RATE PER UNIT	DESIRED UNITS	AMOUNT (DESIRED UNITS TIMES RATE PER UNIT)
A-Lead Agency Unit for Elementary	K-5	\$93,834.00	1	\$91,848.00
		\$		\$
		\$		\$
<b>TOTAL AMOUNT</b>				<b>\$91,848.00</b>

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

1c. School opting to provide supplies in support of after school programming, reducing supply costs from the total above.

**BUDGET INFORMATION**

REQUISITION NUMBER	R0200284	START DATE	07/01/2011	END DATE	06/30/2012
RESOURCE #	RESOURCE NAME	ORG KEY	AMOUNT		
6010	ASES	1151553401	\$91,848.00		
			\$		
			\$		

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	MARTIN WEINSTEIN	TITLE	CEO
SIGNATURE	<i>Martin Weinstein</i>		DATE	<i>6/17/11</i>
OUSD SITE ADMINISTRATOR	NAME	WENDI CAPORICCI	TITLE	PRINCIPAL
SIGNATURE	<i>Wendi C. Caporicci</i>		DATE	<i>6/16/11</i>

**APPROVAL**

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

RESOURCE MANAGER, if using funds managed by:  
 State and Federal  Quality Community School Development  Complementary Learning / After School Programs

SIGNATURE	<i>Julia Ma</i>	DATE	<i>7-13-11</i>
SIGNATURE		DATE	
NETWORK OR DEPARTMENT EXECUTIVE OFFICER			
SIGNATURE	<i>David S. Paul</i>	DATE	<i>7-29-11</i>
PRESIDENT AND THE SECRETARY OF THE BOARD OF EDUCATION			
SIGNATURE	<i>D. S. Paul</i>	DATE	<i>8/25/11</i>
SIGNATURE	<i>D. S. Paul</i>	DATE	<i>8/25/11</i>



# CERTIFICATE OF LIABILITY INSURANCE

OP ID: SG

DATE (MM/DD/YYYY)

07/05/11

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

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

PRODUCER Farallone Pacific Insurance Services, License # 0F84441 859 Diablo Avenue Novato, CA 94947 Peter Schmale	415-493-2500 415-493-2605	CONTACT NAME: <b>Sindy Graham, ext 131</b> PHONE (A/C No. Ext): <b>415-493-2500</b> E-MAIL ADDRESS: <b>sgraham@fp-ins.com</b> PRODUCER CUSTOMER ID#: <b>BAYAR-3</b>	FAX (A/C. No): <b>415-493-2505</b>
INSURED Bay Area Community Resources, Inc. 171 Carlos Drive San Rafael, CA 94903-2005	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: <b>Philadelphia Indemnity Ins Co.</b>		<b>32760</b>
	INSURER B: <b>Sparta Insurance Company</b>		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Abuse Sublimit 1,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	X	PHPK740321	07/01/11	07/01/12	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		PHPK740321	07/01/11	07/01/12	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000		PHUB350578	07/01/11	07/01/12	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ \$ \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A		006WK0124400	07/01/11	07/01/12	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	<b>Professional Liability</b>		PHPK740321	07/01/11	07/01/12	Each 1,000,000 Aggregate 2,000,000

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

## CERTIFICATE HOLDER

## CANCELLATION

Oakland Unified School District  
1025 - 2nd Avenue  
Oakland, CA 94606

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Sindy Graham*

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POLICY NUMBER: \* PHPK740321  
Bay Area Community Resources, Inc.

COMMERCIAL GENERAL LIABILITY

EFFECTIVE: \* July 1, 2011 - 2012

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED — CONTROLLING INTEREST

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

### SCHEDULE

Name of Person or Organization

Oakland Unified School District

(If no entry appears above, the information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

1. WHO IS INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule but only with respect to liability arising out of:
  - a. Their financial control of you; or
  - b. Premises they own, maintain or control while you lease or occupy these premises.
2. This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

## OUSD Strategic Questions: After School Outcomes/Impact

With the new OUSD Strategic Plan, all partners will be expected to align with the district's four key outcomes for students. Please work collaboratively with school leadership to complete the table below with specific information about how your after school program will support one or more of the desired outcomes listed below.

School: Emerson Elementary School      Lead Agency Partner: Bay Area Community Resources

<b>Strategic Questions &amp; Desired Outcomes</b>	<b>Activities: What after school program activities will support the desired outcomes?</b>	<b>Metrics: How will the program measure its efforts to support the desired outcomes?</b>
<p>High School Graduation: How many more Oakland children are graduating from high school?</p>	<p>Project-based learning and skill-building enrichment for all program participants to keep them engaged in school and learning. Students may also be eligible to participate in work studies for particular subject areas based upon their mastery. Teachers adjust instruction according to their cycles of inquiry that adhere to the different level of student comprehension of the subject matter - Students will receive support in homework four-days a week which builds upon the standards and skills that they are taught during the regular school day..."</p> <p>Quarterly parent education workshops or Family Days will provide strategies for parent involvement in their child's education.</p> <p>Regular monitoring of academic performance of program participants by Site Coordinator and Academic Liaison; development of targeted academic support activities to support student skill-building. The school and ASP will ensure that small groups of no more than 3-6 students will be guided through subject based standards one hour two-three days per week. Using the school day curriculum and homework description, staff will work with the Academic Liaison to identify students and provide a comprehensive plan.</p> <p>Monthly collaborative meetings between lead agency and school leadership to co-develop after school programming that is aligned with the regular school day program and supports school goals for student achievement.</p>	<p>Project-based learning and skill-building enrichment for 100% of program participants to keep them engaged in school and learning.</p> <p>100 % Emerson students and those in ASP will have access to ongoing homework and behavioral support to ensure success in elementary school and beyond.</p> <p>80% of students will demonstrate increased school engagement as measured by student, parent, and teacher year-end surveys administered at the end of the school year.</p> <p>70% of families will report in year-end surveys that they have increased understanding of how to support their child's learning and progress toward high school graduation. 70% of parents will participate in quarterly parent meetings.</p> <p>90% of participating students will achieve to the next level toward grade level or above</p> <p>In groups of no more than 20 students will be supported by 1 to</p>

	<p>Weekly boys and girls mentoring groups focused on goal-setting, requirements for high school graduation, and overcoming obstacles to school success. – The intent is to ensure young men gain wisdom from older male role models. Girls in grade 3<sup>rd</sup> – 5<sup>th</sup> will also participate one day/wk in a program geared to increase self-esteem, social skills, self-awareness, and academic confidence.</p>	<p>2 adults towards homework success 4days per week for 1.5 hours.  Site Coordinator, Principal and Program Manager will meet bi-monthly or as needed to ensure ASP is aligned with regular school day.  YWCA Tutor/Mentors  TechGRYLS will work with the girls on a designated curriculum. There will also be a discussion forum for boys and the adult male in their life</p>
<p>School Day Attendance: How many more Oakland children are attending school 95% or more?</p>	<p>Weekly monitoring of school day attendance data for all after school participants; parent communication regarding regular absences.</p> <p>Mentoring to students regarding the importance of coming to school daily.</p> <p>Awards ceremonies will be held to celebrate student achievement, highlight students with good attendance, and/or recognize students who've improved on their CSTs. Ceremonies include: Boys to Men, Winter/Spring Showcase, Family Literacy Night. - Our partners from Park Day School sponsored a Family Literacy Night on Cesar Chavez' Birthday on March 31<sup>st</sup>. We plan to continue events that include student performances and cultural awareness through potlucks and other community celebrations."</p> <p>Monthly parent education workshops that provide strategies for parent involvement in their child's education. Parents will be notified via flyers, newsletters, and at the weekly parent breakfasts.</p>	<p>Site Coordinator, Principal will review CST results and benchmarks data to identify areas of support and create a plan for students at risk or in need of engagement  80% of students involved in the mentoring program will better understand the importance of attending school regularly.  100% of Family Engagement events, such as Family Literacy Night, will provide information on how parents can support their children.  80% of families will indicate on surveys that they have increased understanding of the importance of regular school day attendance and are aware of their child's attendance patterns in school.  90% of students/families who do not attend school at least 95% will receive mentoring, parent communication, and parent support regarding attendance concerns.  50% of families will attend the</p>

		quarterly meetings and 100% will have access to the monthly newsletters, which will continue to be utilized to increase communications and family buy-in.
Job Skills/Career readiness: How many more students have meaningful internships and/or paying jobs?	<p>Career Day workshops highlighting different professions will take place during the school day and in ASP activities. Students will attend fieldtrips to expose them to other careers and teach provide them with additional learning opportunities. Throughout the year students will be exposed to a variety of professions through our dad's group, guest speakers, and ASP classes such as:</p> <p>Boys to Men - Boys will gain wisdom from older males and engaging in a discussion on healthy interactions, conflict resolution, goal-setting, and skill building.</p> <p>Leadership: Each student will learn to be a better and more responsible citizen, increase his/her public speaking skills. He/she will also learn about: nonviolent communication, community advocacy, civic engagement. And, learn how to form and express his/her own opinions.</p> <p>Girls Group - Grades 3-5 will participate in a variety of enrichment activities including art, music, and sports. These activities support the students in becoming well-rounded citizens who participate in their communities</p> <p>Conflict Resolution/Restorative Circle – Restorative Circle helps students identify the source of conflict and determine steps to resolve it.</p>	<p>Throughout the year, students will be exposed to a variety of professions. Students will either attend field trips or individuals will come on campus.</p> <p>Each student will learn to be a better and more responsible citizen and improve their public speaking skills.</p> <p>Grades 3-5 will engage in leadership development designed to improve self-esteem esteem, increase self-confidence, inspire social responsibility. Activities can include: conflict resolution, healthy communication, and identifying community leaders that embody similar values and reflect their community.</p> <p>Students will learn how to be a solid individual. They will learn how to form and express their opinions.</p> <p>90% of elementary program participants will participate in Career Day.</p>
Health Services: How many more Oakland children have access to, and use, the health services they need?	<p>Our Lead agency's main priorities for the 11-12 school year are to strengthen the character building activities and wellness components of our program (nutrition and physical fitness). All grades will learn soil composition, food origins, sustainable living/eating, planting cycles, science, math, nutrition, insect life cycles and fertilizations, appropriate use of garden tools, and basic garden upkeep. They will develop a sense of community, pride and appreciation for their work.</p>	<p>Ongoing activities during the school day and in the ASP will help students make healthy food choices and better understand food origins. Educate families by broadening the students' perspectives.</p> <p>Site Coordinator will participate in at least 80% of COST meetings.</p>



	Mental Health Services are provided for students in need of additional support.	MH referrals will come from teachers, administration, parents, etc.
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**Narrative for Board Memo: (please complete all highlighted sections)**

The After School Lead Agency, Bay Area Community Resources, will provide daily, comprehensive after school services during the 2011-12 school year at Emerson Elementary School. The Lead Agency will work collaboratively with school leadership to develop after school programming that is aligned with the OUSD Strategic Plan, complements the regular school day program, and supports each school's overarching goals and priorities for student achievement. Specifically, the after school program, working in close collaboration with school leadership and faculty, will provide the following services aligned with OUSD strategic outcomes:

High School Graduation: the Lead Agency will work collaboratively with school leadership and faculty to monitor student progress and help ensure that students are on track for high school graduation. To better support the full school community, MLK will be working with students who are BB and FBB to increase their skillset; and implementing intervention structures such as universal assessment/screening, Coordination of Services Team (COST), Student Success Team (SST): School Target: 58% of all students reading and writing at or above grade level. 60% of all subgroups at or above grade level in Math. (Pg. 15). Create Assessments in Edusoft ELA & Math (Pg. 18). Teachers will receive training on Cooperative Learning & set up strategies so students have multiple opportunities to work and learn together (Pg. 19). Mentoring will be utilized to help students focus on goal setting and overcome obstacles to school success. Project-based learning and skill-building enrichment for all program participants to keep them engaged in school and learning. Students may also be eligible to participate in work studies for particular subject areas based upon their mastery. Teachers adjust instruction according to their cycles of inquiry that adhere to the different level of student comprehension of the subject matter. Project-based learning and skill-building enrichment for 100% of program participants to keep them engaged in school and learning. MLK and the ASP will provide students with opportunities to showcase their knowledge. Students will remain in same class year-round to master material. Eighty percent of students will demonstrate increased school engagement as measured by student, parent, and teacher year-end surveys administered at the end of the school year. Seventy percent of families will report in year-end surveys that they have increased understanding of how to support their child's learning and progress toward high school graduation. Seventy percent of parents will participate in monthly workshops such topics as: working effectively with their students at home, financial literacy, budgeting, family planning, engaging children, literacy. Site Coordinator, Principal and Program Manager will meet bi-monthly or as needed to ensure ASP is aligned with regular school day.

Increase School Day Attendance: the Lead Agency will work collaboratively with school leadership and faculty to monitor participating students' attendance on a weekly basis. Site Coordinator, Principal will review CST results and benchmarks data to identify areas of support and create a plan for students at risk or in need of engagement. UC Berkeley students will work closely with principal, site coordinator to mentor students and provide support. 100% of Family Engagement events, such as Family Literacy Night, will provide information on how parents can support their children. Eighty percent of families will indicate on surveys that they have increased understanding of the importance of regular school day attendance and are aware of their child's attendance patterns in school. Ninety percent of students/families who do not attend school at least 95% will receive mentoring, parent communication, and parent support regarding attendance concerns. Monthly Meetings and Monthly newsletters (MLK and ASP) will continue to be utilized to increase communications and provide an supportive atmosphere that continues to increase family engagement and support.

Job Skills/Career readiness: the Lead Agency will provide a Leadership Class to foster habits of career readiness, including public speaking, punctuality, teamwork, etc. Throughout the year students will be exposed to a variety of professions through our dad's group, guest speakers, and ASP classes such as: Leadership 101, and Global. Students will either attend field trips or individuals will come on campus. Each student will learn to be a better and more responsible citizen and improve their public speaking skills. Grades 3-5 will engage in leadership development designed to improve self-esteem esteem, increase self-confidence, inspire social responsibility. Activities can include: conflict resolution, healthy communication, and identifying community leaders that embody similar values and reflect their community. Students will learn how to be a solid individual. They will learn how to form and express their opinions. All students will know how to use the basic programs on a computer including, but not limited to: Excel, Word, Power Point, and photo shop. Restorative Circle will be used to help students resolve conflicts.

Access to Health Services: the Lead agency's main priorities for the 11-12 school years are to strengthen the character building activities and wellness components of our program (nutrition and physical fitness). All grades will learn soil composition, food origins, sustainable living/eating, planting cycles, science, math, nutrition, insect life cycles and fertilizations, appropriate use of garden tools, and basic garden upkeep. Ongoing activities during the school day and in the ASP will help students make healthy food choices and better understand food origins. Educate families by broadening the students' perspectives. Mental Health Services are provided for students in need of additional support.

2011-2012 Elementary/Middle School After School Program Budget

**AFTER SCHOOL BUDGET PLANNING SPREADSHEET**

ELEMENTARY & MIDDLE SCHOOLS 06/6/2011

Site Name: Emerson Elementary	ASES	Program Fees (if applicable)	Other School Site Funds	Other Lead Agency Funds
Site #: 115	Resource 6010 Program 1553	OFCY		
Average # of students to be served daily (ADA):	OUSD Lead Agency	Grantee Lead Agency	OUSD	Lead Agency
<b>TOTAL GRANT AWARD</b>	<b>\$112,600</b>	<b>\$67,206</b>	<b>\$0</b>	<b>\$43,945</b>

CENTRAL COSTS: INDIRECT, ADMIN, EVAL, PD, CUSTODIAL, SUPPLIES

OUSD Indirect (4.25%)	\$4,586				
OUSD ASPO admin, evaluation, and training/technical assistance costs	\$7,060				
Custodial Staffing	\$3,701				
Custodial Supplies	\$504				
<b>TOTAL SITE ALLOCATION</b>	<b>\$96,648</b>				

CERTIFICATED PERSONNEL

1120 Academic Liaison REQUIRED <i>C. Aiello</i>	\$4,000				\$0
1120 Certificated Teacher Extended Contracts	\$0				\$0
Total certificated	\$4,000				\$0

CLASSIFIED PERSONNEL

2205 Site Coordinator (salary, \$46,000; 10 months ASES - \$38,333 & 2 months OFCY @ \$7667)	\$0	\$38,333	\$7,667		\$0
2220 SSO	\$0				\$0
Program Manager @ 11%			\$8,600		
Personnel Off-Site (East Bay Director (\$2,647) and Admin Support (\$1,471))					\$4,118
Volunteer Coordinator (2.9% FTE per site - \$764)	\$0				\$764
Total classified	\$0	\$38,333	\$14,267		\$4,882

BENEFITS

3000's Employee Benefits for Additional Time (20%)	\$800				
3000's Employee Benefits for Salaried Employees (40%)	\$0				
3000's Lead Agency benefits (rate, 25 %)		\$9,583	\$1,917		
Total benefits	\$800	\$9,583	\$1,917		\$0

BOOKS AND SUPPLIES

4310 Supplies (OUSD only)	\$0		\$2,787		\$0
4310 Curriculum (OUSD only)	\$0				\$0
5829 Field Trps	\$0				\$0
4420 Equipment (OUSD only)	\$0				\$0
Telephone/Internet/Communications			\$1,200		
Trainings (5 trainings per site @ \$100 = \$500)					\$500
Telephone/Internet/Communications/Tech Support					\$3,000
Total books and supplies	\$0	\$0	\$3,987		\$3,500

CONTRACTED SERVICES

5825 Youth Leader-Kinder Instructor (Youth Leader will be paid at \$15/hr x 20 hrs/wk x 38 wks = \$10,800 + Fringe \$2,700 = \$13,500)	\$0	\$13,071	\$429		
5825 Youth Leader-Fitness Instructor (\$15/hr x 20 hrs/wk x 36 wks = \$10,800 + Fringe \$2,700 = \$13,500)	\$0		\$13,500		
5825 Youth Leader: Day Fitness (\$25,000 + Fringe \$8,250)				\$31,250	
5825 Youth Leader/Family Engagement Instructor (\$15.04/hr x 28 hrs/wk x 36wks = \$14,077.44 + Fringe \$3,0519.38 = \$17,596.8)			\$17,597		\$3,128
5825 Additional Staff Support (Professional Days, Short Days and Training + Fringe \$1,000 = \$5,081)			\$5,081		\$0
5825 Destiny Arts			\$900		\$0
5825 UC BUILD		\$1,590	\$1,985		\$0

**2011-2012 Elementary/Middle School After School Program Budget**

5825	AmeriCorps (This is 2 AmeriCorps members at \$13,000 each = \$26,000 )		\$26,000	\$0		\$26,000
5825	TechGyris Transportation (\$100/semester x 2 semesters = \$200)		\$49	\$151		
5825		\$0				
5825						
5825						
	<b>Total services</b>	\$0	\$40,710	\$39,643	\$0	\$31,250

**IN KIND DIRECT SERVICES**

	6 Volunteers - \$13/hr X 15 hours each year = \$6,435)				\$0	\$6,435
					\$0	
	<b>Total value of in-kind direct services</b>				\$0	\$6,435

**LEAD AGENCY ADMINISTRATIVE COSTS**

	Lead Agency admin (4% max of total contracted \$)	\$3,222	\$7,393			\$0
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**SUBTOTALS**

	<b>Subtotals DIRECT SERVICE</b>	\$6,999	\$88,626	\$59,814	\$0	\$31,250	\$43,945
	<b>Subtotals Admin/Indirect</b>	\$13,653	\$3,222	\$7,393	\$0		\$0

**TOTALS**

	Total budgeted per column	\$20,652	\$91,848	\$67,206	\$0	\$31,250	\$43,945
	<b>Total BUDGETED</b>	\$112,500	##	\$67,206	\$0	\$31,250	\$43,945
	BALANCE ON IMPROVEMENT	\$0		\$0			
	<b>TOTAL GRANT AWARD ALLOCATION COSTS</b>	\$112,500		\$67,206			

**ASBS MATCH REQUIREMENT:**

ASBS requires a 3rd match for every grant award dollar awarded.

Total Match amount required for this grant:	37,500
Facilities count toward 25% of this match requirement:	9,375
Remaining match amount required:	28,125
Match should be met by combined OFCY funds, other site funds, private dollars, and in-kind resources. This total equals:	67,206
<b>Total Match amount left to meet:</b>	<b>-39,081</b>

**Required Signatures for Budget Approval:**

Principal:	<i>Stefano C. Capricci</i>	Date:	6/7/11
Lead Agency:	<i>[Signature]</i>	Date:	6/7/11

OUSD Oakland SUCCESS After School Programs  
Comprehensive After School Program Plan  
Elementary & Middle Schools  
2011 - 2012

PART A

SECTION 1: School Site Information

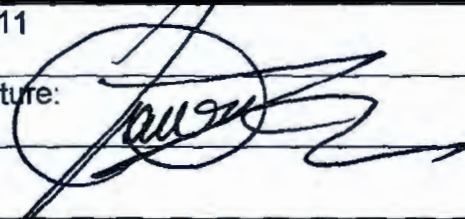
School Site: Emerson Elementary School

Date: March 11, 2011

Principal Signature:

*Wendi C. Caposucco*

Lead Agency Signature:



After School Coordinator Name (if known at this time): Verna M. Springer

SECTION 2: After School Program Vision and Goals

Please describe your school site's overall vision for the After School Program. Describe how the after school program fits into the school's larger mission, vision and goals.

The Comprehensive After-School Program will support the academic goals of Emerson Elementary students. Emerson students will receive homework support and tutoring four days a week which builds upon the skill that are taught in the regular school day. In particular, students will receive support to reach grade level standards as evidenced by the Language Arts and Math section of the CST. Students will also participate in a variety of enrichment activities including art, movement, cooking, gardening and sports. These activities support students in becoming well-rounded citizens who contribute positively to their communities.

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

- Address cultural, economic and cognitive influences of achievement in language arts and math.
- Integrate language arts into different areas of curriculum in after school program.
- Increase language arts skills of students falling below proficient at all grade levels.
- Increase language arts skills targeting all students falling below basic, especially low achieving male students.

### Section 3: Program Model and Lead Agency Selection

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

For 2011-2012, 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 BACR philosophy about after school programs extends far beyond keeping children safe. BACR believes in providing a nurturing and enjoyable environment where students can improve their academic and life skills. BACR believes in integrating the principles and practices of youth development into all activities. Just as important, BACR sees the school, students and parents as customers, and believe it is their responsibility to understand and meet their needs. This approach to after school programs is consistent with the BACR mission of serving youth and families, fostering volunteerism, and building community. As a large, diverse agency, BACR has the organizational capacity and infrastructure to maintain high quality while expanding services.

### SECTION 4: ATTENDANCE, PROGRAM DATES, AND PROGRAM SCHEDULE

In order to remain in compliance and meet minimum funding requirements, the after school program must commence immediately upon the conclusion of the regular day and operate at least until 6pm *on every regular school day* for elementary and middle schools. (EC 8483)

High school programs are required to operate a minimum of 15 hours per week.

Required # of Program Days your program will operate during School Year 2010-2011:

**180 days required\***

Projected Daily Attendance during School Year 2011-2012:

90 students

#### Program Schedule

Submit program schedule as an attachment.

## 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.

	<b>Target Population</b>	<b>Academic Support (choose one)</b>	<b>SPSA goal(s) or school need supported by activity</b>	<b>Measurable Objective/ Target</b>	<b>Description of program</b>	<b>Instructional Strategies</b>
1	All program participants	<input checked="" type="checkbox"/> Homework Support <input checked="" type="checkbox"/> Tutoring <input checked="" type="checkbox"/> Skill Building <input checked="" type="checkbox"/> Academic Intervntn <input type="checkbox"/> Other	"... Students will receive support in homework four-days a week which builds upon the standards and skills that they are taught during the regular school day..." Pg 5	All students will participate in homework support.	In groups of no more than 20 students will be supported by 1 to 2 adults towards homework success 4days per wk. 1.5hrs	Using the school day curriculum and hw description
2	Students in need of academic intervention	<input checked="" type="checkbox"/> Homework Support <input checked="" type="checkbox"/> Tutoring <input type="checkbox"/> Skill Building <input checked="" type="checkbox"/> Academic Intervntn <input type="checkbox"/> Other	"... students will receive support to reach grade-level standards as evidenced by the Language Arts and Math sections of the CST..." Pg 5	90% of participating students will achieve to the next level toward grade level or above.	Small groups of no more than 3-6 students will be guided through subject based standards 1 hr 2-3 days per week	Using the school day curriculum and hw description. Work w/ AL to identify students and provide comprehensive plan.
3	Girls in need of engagement	<input type="checkbox"/> Homework Support <input type="checkbox"/> Tutoring <input checked="" type="checkbox"/> Skill Building <input type="checkbox"/> Academic Intervntn <input type="checkbox"/> Other	"... Students will also participate in a variety of enrichment activities including art, music, and sports. These activities support the students in becoming well-rounded citizens who participate in their communities..." Pg 5	15- 3 <sup>rd</sup> , 4 <sup>th</sup> and 5 <sup>th</sup> grade girls will participate one day per week.	6-8 adults will teach financial management skills while building computer competency	YWCA Tutor/Mentors TechGRYLS will work with the girls on a designated curriculum.
4	Students fr/ economically disadvantgd. background	<input checked="" type="checkbox"/> Homework Support <input checked="" type="checkbox"/> Tutoring <input checked="" type="checkbox"/> Skill Building <input checked="" type="checkbox"/> Academic Intervntn	"... students will receive support to reach grade-level standards as evidenced by the	Participate in hw support, acquiring coping skills by working with positive role	Student will engage in academic support and enrichment activities	Using the school day curriculum and hw description. Work w/ AL to identify

		<input type="checkbox"/> Other	Language Arts and Math sections of the CST..." Pg 5	models.		students and provide comprehensive plan. Provide quality enrichment.
5	Students w/ siblings	<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"/> Other	"...students will receive support to reach grade-level standards as evidenced by the Language Arts and Math sections of the CST..." Pg 5	Spprt family engagement. Siblings participate in hw support, acquiring coping skills by working with positive role models.	Student will engage in academic support and enrichment activities.	Using the school day curriculum and hw description. Work w/ AL to identify students and provide comprehensive plan. Provide quality enrichment.
6	Students in need of engagement	<input type="checkbox"/> Homework Support <input type="checkbox"/> Tutoring <input checked="" type="checkbox"/> Skill Building <input type="checkbox"/> Academic Intervntn <input type="checkbox"/> Other	"...Students will also participate in a variety of enrichment activities including art, music, and sports. These activities support the students in becoming well-rounded citizens who participate in their communities..." Pg 5	90% of students will be engaged in an enrichment activity that develops leadership and goal setting, increases self-esteem, and builds positive social interaction.	Students will be assigned a variety of enrichment activities based on their intake application.	Strategies will be aligned with school day expectations and policies.

### SECTION 6: ENRICHMENT & PHYSICAL ACTIVITY / RECREATION

Enrichment activities and physical activity/recreation are required components of the ASES and 21<sup>st</sup> 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 Enrich-ment	Rationale	SPSA goal(s) or school need supported by activity	Brief Description	Targeted Skills	Measurable Objective / Target
Physical Activity/ Fitness -Tennis -Year-round sports	<input checked="" type="checkbox"/> Student Identified <input type="checkbox"/> School Identified <input type="checkbox"/> Parent Identified <input type="checkbox"/> Other (specify)	... Students will also participate in a variety of enrichment activities including art, music, and sports. These activities support the students in becoming well-rounded citizens who participate in their communities..." Pg 5	All grades will learn basic information around exercise and healthy living. Students will develop organized sports skills—team building, sportsmanship, working collectively, and the importance of proper nutrition to	<input checked="" type="checkbox"/> Conflict Resolution <input checked="" type="checkbox"/> Social Skills <input checked="" type="checkbox"/> Leadership <input type="checkbox"/> Academic (specify) <input checked="" type="checkbox"/> Health/Fitness <input type="checkbox"/> Other (specify)	



			sustainable output. Sports/fitness includes intramural sports and conditioning.		
<b>Gardening/ Nutrition*</b> <i>(*required for sites applying for OFCY gardening grants.)</i>	<input checked="" type="checkbox"/> <b>Student Identified</b> <input type="checkbox"/> <b>School Identified</b> <input type="checkbox"/> <b>Parent Identified</b> <input type="checkbox"/> <b>Other (specify)</b>	...Students will also participate in a variety of enrichment activities including art, music, and sports. These activities support the students in becoming well-rounded citizens who participate in their communities..." Pg 5	All grades will learn soil composition, food origins, sustainable living/eating, planting cycles, science, math, nutrition, insect life cycles and fertilizations, appropriate use of garden tools, and basic garden upkeep. They will develop a sense of community, pride and appreciation for their work.	<input type="checkbox"/> <b>Conflict Resolution</b> <input checked="" type="checkbox"/> <b>Social Skills</b> <input type="checkbox"/> <b>Leadership</b> <input type="checkbox"/> <b>Academic (specify)</b> <input checked="" type="checkbox"/> <b>Health/Fitness</b> <input type="checkbox"/> <b>Other (specify)</b>	
<b>Family Engagement</b>	<input type="checkbox"/> <b>Student Identified</b> <input checked="" type="checkbox"/> <b>School Identified</b> <input type="checkbox"/> <b>Parent Identified</b> <input type="checkbox"/> <b>Other (specify)</b>			<input type="checkbox"/> <b>Conflict Resolution</b> <input type="checkbox"/> <b>Social Skills</b> <input type="checkbox"/> <b>Leadership</b> <input type="checkbox"/> <b>Academic (specify)</b> <input type="checkbox"/> <b>Health/Fitness</b> <input checked="" type="checkbox"/> <b>Other (specify)- Parent Involvement</b>	

### 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 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 workshops, family celebrations, parent-and-child-together activities, parent leadership and volunteer opportunities.

Family literacy is a required component of all 21<sup>st</sup> Century after school programs. Family literacy services support the educational goals of adult family members, connect them to resources, and increase their ability to support their student's learning and development.

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
<b>Boys to Men</b>	"...to continue events that include student performances and cultural awareness through potlucks and other	Discussion forum for boys and the adult male in their life	Young men to gain wisdom from older male role models.	<b>Family Engagement, parent involvement and outreach</b>

	community celebrations..." Pg 5			
<b>Showcases</b>	"...to continue events that include student performances and cultural awareness through potlucks and other community celebrations..." Pg 5	Showcases are used to engage families and showcase student work.	To get at least 50% of parents in attendance.	<b>Family Engagement, parent involvement and outreach</b>
<b>Family Literacy Night</b>	"...Our partners from Park Day School sponsored a Family Literacy Night on Cesar Chavez' Birthday on March 31 <sup>st</sup> . We plan to continue events that include student performances and cultural awareness through potlucks and other community celebrations." Pg5	Partnership w/ school to ensure students and their families are engaged in literacy activities to increase literacy in and out of the home.	To get at least 50% or parents in attendance, and community partners are participating.	<b>Family Engagement, parent involvement and outreach</b>

\* CDE allows programs to close for a maximum of 3 of these days during the school year for professional development.

## 2011-12 After School Enrollment Policy for Emerson Elementary School

OUSD has established district-wide guidelines for Target Population and Enrollment in ASES and 21<sup>st</sup> Century After School Programs. Within these guidelines, each school will create a site-specific After School Enrollment Policy that will 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:** (Describe targeted student populations in order of priority. Specify data that will inform student selection.)

Target Population(s)	Specific Data to Inform Selection of Program Participants	(High School Only) Indicate if participation is <i>Optional</i> or <i>Mandatory</i> for each target population
Students in need of academic support and Intervention	Applications, school data, parent information, previous family knowledge.	
Students from socio-economically disadvantaged families/backgrounds	Applications, school data, parent information, previous family knowledge.	
English Language Learners	Applications, school data, parent information, previous family knowledge.	
Students with siblings in the program	Applications, school data, parent information, previous family knowledge.	
Students in need of engagement	Applications, school data, parent information, previous family knowledge.	

**Notes:**

- Successful after school programs are heterogeneous and include several target populations.
- Sites cannot utilize a first come-first serve process for enrolling students; sites should establish priorities for participation.
- Programs are intended to help close 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.
- Program must enroll adequate numbers of students to meet CDE attendance targets.

**Enrollment Process and Timeline:** (Summarize your enrollment timeline below. Describe how your school will identify and recruit students beginning in Spring 2011. Indicate how families will be notified of enrollment prior to the start of the 2011-12 school year.)

Timeline	After School Enrollment Steps/Process	Individual(s) responsible

<b>April</b>	Distribute Flyers to ASP parents, teachers, and post in school office	Site Coordinator
	Outreach to parents, teachers, community re: open enrollment and target population	Site Coordinator
	Publicize in PTA Newsletter, School Newsletter, ASP Newsletter	Site Coordinator with: PTA, Principal
	Publicize at teacher mtgs, PDs, SSC Mtgs, COST Mtgs, etc.	Site Coordinator
	Host 1 <sup>st</sup> Parent Orientations & Distribute Applications	Site Coordinator
<b>May</b>	Host 2 <sup>nd</sup> Parent Orientations & Distribute Applications	Site Coordinator (s) & Program Assistant
	Review Applications and interview parents if needed	Site Coordinator
	Talk with Teachers/administrators/parents to gain additional demographic information to assess student needs	Site Coordinator with: Teachers, Principal, Parent, Academic Liaison, Counselor, Resource Specialist
<b>May-June</b>	Send Acceptance and Denial Letters for 2010-2011 year	Site Coordinator & Program Assistant

**Important dates to include in your timeline:**

- Families will be notified of 2011-12 after school enrollment on or before the last day of school.
- After school program begins on 1<sup>st</sup> Day of school, with enrollment at a minimum 75% capacity.

Principal Signature:

*Mendi C. Caporici*

Lead Agency Signature:

*[Handwritten Signature]*

## 2011-12 Assurances for Grant Compliance and After School Alignment with School Day

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	2011 – 12 Assurances for Grant Compliance and After School Alignment with School Day
MC	P	Site Administrator and Lead Agency Director/Site Coordinator have reviewed the CA Dept of Education's ASES and/or 21 <sup>st</sup> Century Grant Assurances, and understand mandated grant compliance elements.
MC	P	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.
MC	P	Site Administrator will meet regularly with Site Coordinator to ensure program is meeting identified goals.
MC	P	Site will share student outcome data to better refine program (EduSoft, Report Cards, IEP's, etc).
MC	P	Site Administrator and lead agency rep/site coordinator have reviewed the 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.
MC	P	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.
MC	P	Site will invite Site Coordinator to participate on SSC, COST, and SST to ensure coordination of services.
MC	P	Site will coordinate the use of facilities and site level resources.
MC	P	Site will provide Site Coordinator with office space that includes access to internet and phone.

Principal Signature: Wendi C. Cap...      Lead Agency Signature: [Signature]

## After School Safety and Emergency Planning for 2011-12

### 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 afterschool staff will be provided and trained on the emergency protocol procedure. They will also participate in two practice emergency drills to familiarize them with the school's overall crisis response.

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:

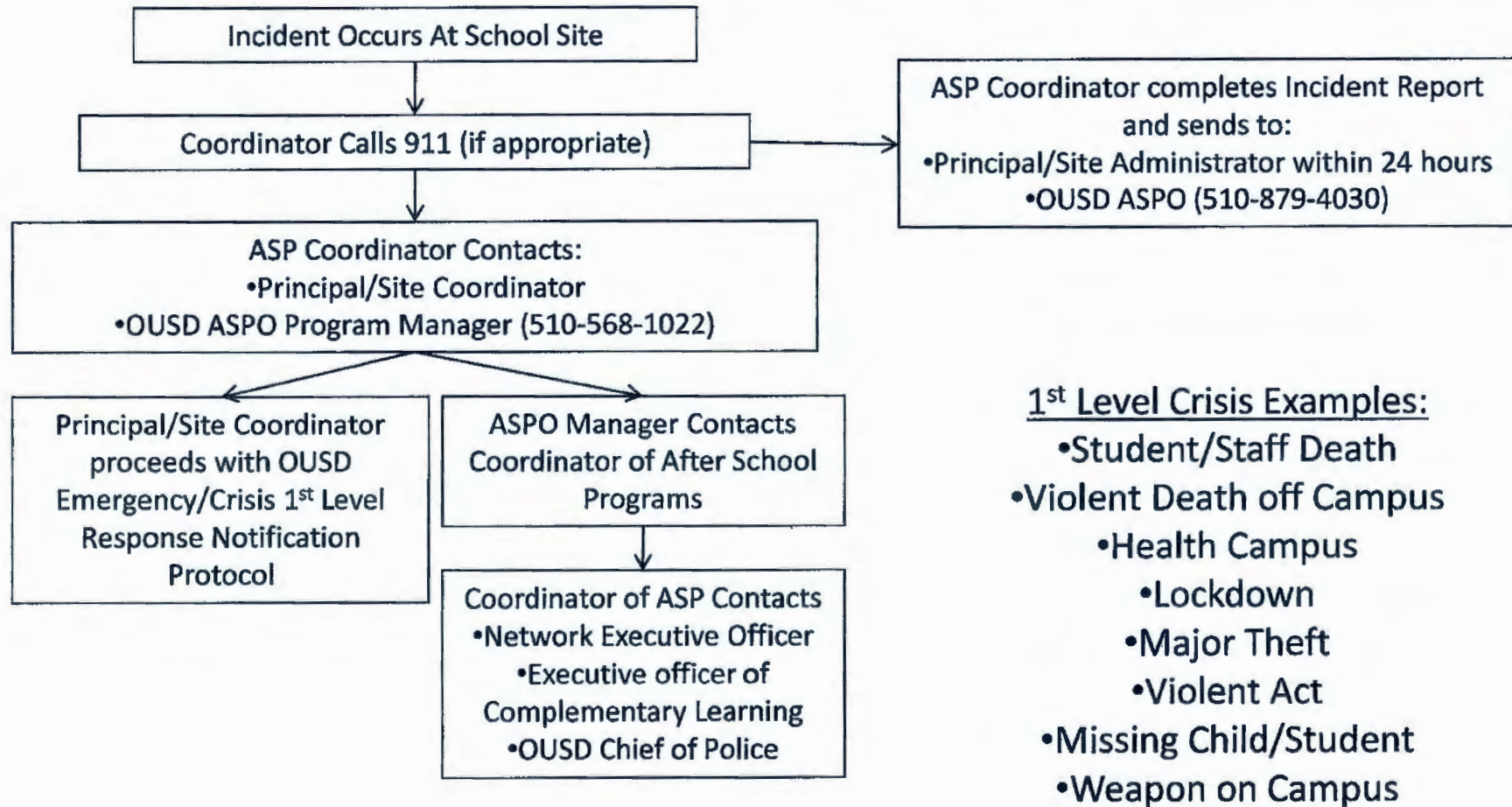
### SSO Staffing: (check one)

- 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 or does not have the resources to have an after school SSO.

Principal Signature: Mendi C. Caporale

Lead Agency Signature: [Signature]

# Emerson Elementary School ASP Emergency/Crisis Response Protocol



## 1<sup>st</sup> Level Crisis Examples:

- Student/Staff Death
- Violent Death off Campus
  - Health Campus
  - Lockdown
  - Major Theft
  - Violent Act
- Missing Child/Student
- Weapon on Campus

OUSD Oakland SUCCESS  
**After School Program Activity Schedule Worksheet 2011-2012**  
**School Site: Emerson Elementary School**

Time Blocks: [TIME]	Monday		Tuesday		Wednesday		Thursday		Friday									
	Activity	Provider	Activity	Provider	Activity	Provider	Activity	Provider	Activity	Provider								
<u>2:45</u> to <u>3:00</u>	Snack Check-in	School	Snack Check-in	School	Snack Check-in	School	Snack Check-in	School	Snack Check-in	School								
Early Release Block A  <u>1:30</u> to <u>2:00</u>					Team Building	ACM Coord												
Early Release Block B  <u>2:00</u> to <u>3:00</u>					Computer Sisters Gr. Games	Dr. Bee Coord ACM												
Block 1  <u>3:00</u> to <u>4:00</u>					Hmwk	ACM/Coor					Hmwk	ACM/Coor	Hmwk	ACM/Coor	Hmwk	ACM/Coor		
						T/A						T/A				T/A	Team	ACM
	Tutoring	Exper. Co.	Tutoring	Exper. Co.					Building	Coor								
Block 2  <u>4:00</u> to <u>5:30</u>	Tennis	Prvt Cont.	Games/Spt	Teacher	Tennis	Prvt Cont.	Games/Spt	Teacher	Cooking	Teacher								
	Sports	ACM	Dance/S.D	Destiny	Sports	ACM	Dance/S.D	Destiny	Art	MOCHA								
	Art Dance	MOCHA	Art	MOCHA	Art	MOCHA	Art	MOCHA	Fun Friday	ACM Coor								
	Photogry Drumming	Opera Piccola	Spts/Ftness	ACM	Dance	MOCHA	Spts/Ftness	ACM										
Block 3  <u>5:30</u> to <u>6:00</u>	Group	ACM	Group	ACM	Group	ACM	Group	ACM	Group	ACM								
	Cohesion	Coor	Cohesion	Coor	Cohesion	Coor	Cohesion	Coor	Cohesion	Coor								
	Sign-Out	Coor	Sign-Out	Coor	Sign-Out	Coor	Sign-Out	Coor	Sign-Out	Coor								





## **Bay Area Community Resources After School Programs**

Bay Area Community Resources (BACR) is a non-profit community agency that has served youth and families since 1976. We have delivered after school programs for over 20 years. Our programs promote successful youth development by providing opportunities for young people to acquire new skills, learn, share their talents, and make a mark in their community.

We have two management roles at 58 elementary, middle or high schools:

1. BACR is the lead community agency— managing the entire program, providing staff, and delivering services— at 55 schools. These include: 24 schools in Oakland, 16 in San Francisco, 5 in Alameda, 5 in San Rafael, and 5 in West Contra Costa County.
2. BACR is the fiscal sponsor— managing human resources, payroll and fringe benefits— for 3 schools at Mt. Diablo Unified in Contra Costa County.

### **OUR VALUES**

- ❖ Give children a safe, nurturing and enjoyable environment after school.
- ❖ Integrate youth development practices into everything we do.
- ❖ Schools, students, parents and partner non-profits are our customers. Meet their needs.
- ❖ Youth are valuable. Support them in realizing their power.
- ❖ Respect our ancestors, improve the present, and sustain future generations.
- ❖ Give youth just, equal and meaningful opportunities to learn, grow and succeed.
- ❖ We like to have FUN! Take every opportunity to enjoy and celebrate our work.

### **PROGRAM MODEL**

#### **Academic Assistance**

- ❖ **Homework support:** Students work in small groups with trained staff.
- ❖ **Academic enrichment:** Students get hands-on opportunities to master academic content, through robotics, chemistry lab, poetry slams, and creative writing workshops.
- ❖ **Academic interventions:** Students who need it get one-on-one review sessions with teachers or tutors and Supplemental Educational Services tutoring.
- ❖ **Test preparation and credit recovery:** High school students get help to graduate.

#### **Enrichment**

- ❖ Students explore their interests and build new skills. Visual and performing arts, community service, and student-led projects that promote pride, embody culturally-responsive activities, and integrate learning objectives in California Content Standards.
- ❖ Enrichment activities are tailored to each school site.

#### **Recreation**

- ❖ Students can exercise, relax, and build social skills through organized sports, cooperative games, and free time.

#### **Showcases**

- ❖ Young people get opportunities to showcase their work and share their achievements with peers and family.

## EVIDENCE OF OUTCOMES

### A research study showed academic improvement for our after school participants:

- ❖ CAT6 reading scores increased more than peers not in the program, and the difference was statistically significant.. Students initially in the lowest quartile rose 8.7 percentile points.
- ❖ In CST English Language Arts, students showed a statistically significant increase in scores. 48% of students who were Below or Far Below Basic increased 7.5 points.

### Recent Oakland elementary school surveys showed positive outcomes:

#### Students

##### Program Runs Effectively

- ❖ There is an adult who wants me to do my best. 96%
- ❖ I feel safe when I am here. 81%

##### Benefits from Participating

- ❖ Learn to get along with other kids better 83%
- ❖ Learn to get along with adults at school 84%
- ❖ Get help with my homework 92%
- ❖ Learn good study skills 80%
- ❖ Get more exercise 82%

#### Parents

##### Program Runs Effectively

- ❖ The after school program is a safe place for my child. 97%
- ❖ I am satisfied with the after school program. 97%

##### Benefits from Child Participating

- ❖ I can go to work or school. 49%
- ❖ I worry less about my child when she/he is in the after school program. 47%
- ❖ I am more connected to my child's school. 43%

## ADVANTAGES FOR PARTNER SCHOOLS

- ❖ **Experience and Commitment.** Over 2 decades of leading after school programs.
- ❖ **Infrastructure.** A strong, well-funded organization and administrative structure.
- ❖ **Flexibility and Adaptability.** A program tailored to each school's after school goals.
- ❖ **High Quality Staff.** We select and support highly committed and professional staff.
- ❖ **Leveraged Resources.** We have the capacity to bring AmeriCorps Members into the program. BACR continuously seeks new funding and new opportunities to add value.

## BACR AS A FISCAL SPONSOR

For districts who want to operate their own after school programs but need help with the human resources function, BACR can enroll staff and manage payroll and fringe benefits.

- ❖ Competitive fees compared with foundations and other non-profit sponsors.
- ❖ Tailored to each district's needs.

## CONTACT US

Any location: Marty Weinstein, Executive Director, (415) 755-2321; [mweinstein@bacr.org](mailto:mweinstein@bacr.org)

East Bay: Marisa Ramirez, (510) 559-3025; [mramirez@bacr.org](mailto:mramirez@bacr.org)

San Francisco and Marin County: Don Blasky (415) 755-2311; [dblasky@bacr.org](mailto:dblasky@bacr.org)

Visit our website: [www.bacr.org](http://www.bacr.org)



**OAKLAND UNIFIED SCHOOL DISTRICT**

*Community Schools,  
Thriving Students*

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**File #:** 11-1948   **Version:** 1   **Name:** Individual Service Agreement - Master Memorandum of Understanding - Bay Area Community Resources - Emerson Elementary School

**Type:** Agreement or Contract   **Status:** Passed

**File created:** 8/24/2011   **In control:** [Teaching and Learning Committee](#)

**On agenda:**   **Final action:** 8/24/2011

**Enactment date:** 8/24/2011   **Enactment #:** 11-1496

**Title:** Approval by the Board of Education of an Individual Service Agreement to the Master Memorandum of Understanding (MOU) between District and Bay Area Community Resources, San Rafael, CA, for the latter to provide its Menu Option A-Lead Agency Unit for Arts, Recreation, Leadership and Family Literary activities in its capacity as a Comprehensive After School Program Lead Agency at Emerson Elementary School for the period of July 1, 2011 through June 30, 2012, in an amount not to exceed \$91,848.00, pursuant to the terms and conditions as specified in the MOU.

**Attachments:** [Document\(s\)](#)

**Contact:** [Julia.Ma@ousd.k12.ca.us](mailto:Julia.Ma@ousd.k12.ca.us)

**Vendor number:** i001628   **Funding source:** After School Education and Safety (ASES) Grant

**Coherent gov. no.:** OE-11   **Resource code:** 6010-115

[History \(1\)](#)   [Text](#)

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Date ▼	Ver.	Action By	Action	Result	Action Details	Meeting Details	Video
8/24/2011	1	<a href="#">Board of Education</a>	Adopted	Pass	<a href="#">Action details</a>	<a href="#">Meeting details</a>	Not available

<b>Board Office Use: Legislative File Info.</b>	
File ID Number	11-1235
Introduction Date	6/13/11
Enactment Number	11-1137
Enactment Date	6-22-11



OAKLAND UNIFIED  
SCHOOL DISTRICT

Community Schools, Thriving Students

OAKLAND UNIFIED SCHOOL DISTRICT

Office of the Board of Education

June 8, 2011

TO: Board of Education

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

SUBJECT: Master Memorandum of Understanding between OUSD and Bay Area Community Resources

**ACTION REQUESTED**

Approval by the Board of Education of a Master Memorandum of Understanding between District and Bay Area Community Resources. This establishes a one year relationship with Bay Area Community Resources, and a Not-To-Exceed amount of \$2,988,618.00. 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: Bay Area Community Resources

Overview of Services: Bay Area Community Resources 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 to meet grant compliance of ASES and 21<sup>st</sup> Century grants.

Not-To-Exceed Amount: \$2,988,618.00

Determination of Not-to-Exceed Amount: Based on historical data and projections for the coming school year, it is anticipated that Bay Area Community Resources will provide services to 26 school sites.

The District contracts with agencies to provide various activities and after-school programs. Chosen by the number of sites served with District and the long standing relationship with the agencies, the Master Memorandum of Understanding establishes a relationship with Bay Area Community Resources, 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 Bay Area Community Resources. 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 by the Board of Education of a Master Memorandum of Understanding between District and Bay Area Community Resources in an amount Not-To-Exceed \$2,988,618.00.

**ATTACHMENTS**

Master MOU

Scope of Work, to include alignment to the OUSD Five (5) Year Strategic Plan

**Master Memorandum of Understanding  
2011-2012**

**BAY AREA COMMUNITY RESOURCES, SAN RAFAEL, CA**

**Legislative File # 11-1235**

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**SCOPE OF WORK**

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The After School Lead Agency, Bay Area Community Resources, San Rafael, CA, will provide daily, comprehensive after school services during the 2011-12 school year at an anticipated 26 school sites in OUSD. The Lead Agency will work collaboratively with school leadership to develop after school programming that is aligned with the OUSD Strategic Plan, complements the regular school day program, and supports each school's overarching goals and priorities for student achievement. After school services will support one or more of the following OUSD desired outcomes and strategic questions:

- High School Graduation: How many more Oakland children are graduating from high school?
- Improved School Day Attendance: How many more Oakland children are attending school 95% or more?
- Job Skills/Career readiness: How many more students have meaningful internships and/or paying jobs?
- Increased Access to Health Services: How many more Oakland children have access to, and use, the health services they need?

As part of the program planning process for each school served, the Lead Agency and school leadership will engage in the following structured planning to ensure alignment with the district's desired outcomes:

- a) Identify which of the district's four desired outcomes/strategic questions will the after school program intentionally support.
- b) Describe the program activities that will support each desired outcome.
- c) Identify metrics indicating how the program will measure its efforts to support the desired outcomes.

Board Office Use: Legislative File Info.	
File ID Number	11-1236
Introduction Date	6/13/11
Enactment Number	11-1137
Enactment Date	6-22-11 YZ



**OAKLAND UNIFIED  
SCHOOL DISTRICT**

*Community Schools, Thriving Students*

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
OAKLAND UNIFIED SCHOOL DISTRICT and  
Bay Area Community Resources  
2011-2012**

**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 Bay Area Community Resources (hereinafter "CONTRACTOR"), to provide services to OUSD as described and stated in full in the Individual Service Agreement(s).

**Cumulative Amount of ISA(s) NOT TO EXCEED \$ 2,988,618.00**

- 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, 2011 to June 30, 2012 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](http://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 2011-12 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	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	Martin Weinstein
Title	CEO
Agency	Bay Area Community Resources
Address	171 Carlos Drive
City, State, Zip	San Rafael, CA
Phone	(415) 755-2321

**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 2011-2012.
- 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**

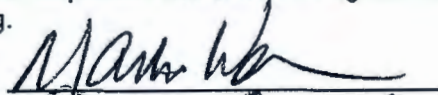
- 9.1 Throughout the life of the MOU, CONTRACTOR shall pay for and maintain in full force and effect with an insurance company(s) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A/VII" in Best Insurance Rating Guide, the following policies 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                       |   |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <b>ASES PROGRAM GRANT (Elementary / Middle)</b>       |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <b>21<sup>st</sup> CCLC ASSET GRANT (High School)</b> |
| <input type="checkbox"/>            | <input type="checkbox"/> | <b>FIELDTRIPS</b>                                     |

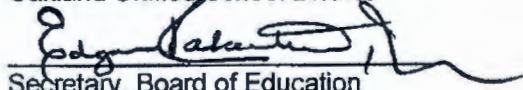
On behalf of our respective institutions or organizations, we hereby execute this Memorandum of Understanding.

  
 \_\_\_\_\_  
 CONTRACTOR

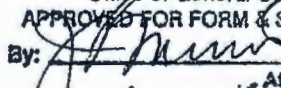
Date: 5/10/11

  
 \_\_\_\_\_  
 President, Board of Education  
 Oakland Unified School District

Date: 6/23/11

  
 \_\_\_\_\_  
 Secretary, Board of Education  
 Oakland Unified School District

Date: 6/23/11

OAKLAND UNIFIED SCHOOL DISTRICT  
 Office of General Counsel  
 APPROVED FOR FORM & SUBSTANCE  
 By:   
 \_\_\_\_\_  
 Attorney at Law

File ID Number: 11-1235  
 Introduction Date: 6-13-11  
 Enactment Number: 11-7137  
 Enactment Date: 6-22-11  
 Rv: 83



# Bay Area Community Resources After School Programs

Bay Area Community Resources (BACR) is a non-profit community agency that has served youth and families since 1976. We have delivered after school programs for over 20 years. Our programs promote successful youth development by providing opportunities for young people to acquire new skills, learn, share their talents, and make a mark in their community.

We have two management roles at 58 elementary, middle or high schools:

1. BACR is the lead community agency— managing the entire program, providing staff, and delivering services— at 55 schools. These include: 24 schools in Oakland, 16 in San Francisco, 5 in Alameda, 5 in San Rafael, and 5 in West Contra Costa County.
2. BACR is the fiscal sponsor— managing human resources, payroll and fringe benefits— for 3 schools at Mt. Diablo Unified in Contra Costa County.

## OUR VALUES

- ❖ Give children a safe, nurturing and enjoyable environment after school.
- ❖ Integrate youth development practices into everything we do.
- ❖ Schools, students, parents and partner non-profits are our customers. Meet their needs.
- ❖ Youth are valuable. Support them in realizing their power.
- ❖ Respect our ancestors, improve the present, and sustain future generations.
- ❖ Give youth just, equal and meaningful opportunities to learn, grow and succeed.
- ❖ We like to have FUN! Take every opportunity to enjoy and celebrate our work.

## PROGRAM MODEL

### Academic Assistance

- ❖ **Homework support:** Students work in small groups with trained staff.
- ❖ **Academic enrichment:** Students get hands-on opportunities to master academic content, through robotics, chemistry lab, poetry slams, and creative writing workshops.
- ❖ **Academic interventions:** Students who need it get one-on-one review sessions with teachers or tutors and Supplemental Educational Services tutoring.
- ❖ **Test preparation and credit recovery:** High school students get help to graduate.

### Enrichment

- ❖ Students explore their interests and build new skills. Visual and performing arts, community service, and student-led projects that promote pride, embody culturally-responsive activities, and integrate learning objectives in California Content Standards.
- ❖ Enrichment activities are tailored to each school site.

### Recreation

- ❖ Students can exercise, relax, and build social skills through organized sports, cooperative games, and free time.

### Showcases

- ❖ Young people get opportunities to showcase their work and share their achievements with peers and family.

## EVIDENCE OF OUTCOMES

A research study showed academic improvement for our after school participants:

- ❖ CAT6 reading scores increased more than peers not in the program, and the difference was statistically significant.. Students initially in the lowest quartile rose 8.7 percentile points.
- ❖ In CST English Language Arts, students showed a statistically significant increase in scores. 48% of students who were Below or Far Below Basic increased 7.5 points.

Recent Oakland elementary school surveys showed positive outcomes:

### Students

#### Program Runs Effectively

- ❖ There is an adult who wants me to do my best. 96%
- ❖ I feel safe when I am here. 81%

#### Benefits from Participating

- ❖ Learn to get along with other kids better 83%
- ❖ Learn to get along with adults at school 84%
- ❖ Get help with my homework 92%
- ❖ Learn good study skills 80%
- ❖ Get more exercise 82%

### Parents

#### Program Runs Effectively

- ❖ The after school program is a safe place for my child. 97%
- ❖ I am satisfied with the after school program. 97%

#### Benefits from Child Participating

- ❖ I can go to work or school. 49%
- ❖ I worry less about my child when she/he is in the after school program. 47%
- ❖ I am more connected to my child's school. 43%

## ADVANTAGES FOR PARTNER SCHOOLS

- ❖ **Experience and Commitment.** Over 2 decades of leading after school programs.
- ❖ **Infrastructure.** A strong, well-funded organization and administrative structure.
- ❖ **Flexibility and Adaptability.** A program tailored to each school's after school goals.
- ❖ **High Quality Staff.** We select and support highly committed and professional staff.
- ❖ **Leveraged Resources.** We have the capacity to bring AmeriCorps Members into the program. BACR continuously seeks new funding and new opportunities to add value.

## BACR AS A FISCAL SPONSOR

For districts who want to operate their own after school programs but need help with the human resources function, BACR can enroll staff and manage payroll and fringe benefits.

- ❖ Competitive fees compared with foundations and other non-profit sponsors.
- ❖ Tailored to each district's needs.

## CONTACT US

Any location: Marty Weinstein, Executive Director, (415) 755-2321; [mweinstein@bacr.org](mailto:mweinstein@bacr.org)

East Bay: Marisa Ramirez, (510) 559-3025; [mramirez@bacr.org](mailto:mramirez@bacr.org)

San Francisco and Marin County: Don Blasky (415) 755-2311; [dblasky@bacr.org](mailto:dblasky@bacr.org)

Visit our website: [www.bacr.org](http://www.bacr.org)