

Board Office Use: Legislative File Info.	
File ID Number	13-1026
Introduction Date	5/22/13
Enactment Number	13-0861
Enactment Date	5/22/13



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

Board Meeting Date 5-22-13
(To be completed by Procurement)

Subject Individual Service Agreement Amendment - 1
Aspiranet South San Francisco CA (Contractor, City/State) -
Roots International Academy (site/department)

Action Requested Approval by the Governing Board of the amendment to the Individual Service Agreement between the District and Aspiranet
Services to be primarily provided to Roots International Academy for the period of 7/1/2012 through 6/30/2013, in an amount not to exceed \$30,051.00.

Background
A one paragraph explanation of why an amendment is needed.

Aspiranet currently contracts with Roots International Academy to provide a Comprehensive Afterschool Program for the period July 1, 2012 through June 30, 2013. Aspiranet currently provides academic support, arts, recreation and leadership activities. This amendment is necessary for Aspiranet to staff an additional three instructors that will provide academic support and enrichment activities for an additional forty 7th and 8th grade students, five days per week during after school program hours.

Discussion
One paragraph summary of the amended scope of work.

Approval of Amendment No. 1 to the individual service agreement between the District and Aspiranet (South San Francisco, CA) for the latter to provide additional services of providing an additional three instructors that will provide academic support and enrichment activities for an additional forty 7th and 8th grade students, five days per week during after school program hours, as listed in the menu of services Option B, in an amount not to exceed \$30,051.00, increasing the Agreement from \$122,144.00 to a not-to-exceed amount of \$152,195.00. All other terms and conditions of the Agreement remain in full force and effect.

Recommendation Approval by the Governing Board of the amendment to the Individual Service Agreement between the District and Aspiranet
Services to be primarily provided to Roots International Academy for the period of 7/1/2012 through 6/30/2013, in an amount not to exceed \$30,051.00.

Fiscal Impact Funding resource name (please spell out) SIG INTR. SUPP
not to exceed \$30,051.00

Attachments

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

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 ISA amendment packet including Board Memo, ISA amendment form, Menu of Services
 Copy of original Individual Service Agreement
 Copy of Prior Amendments, If Any.

OUSD Staff Contact Emails about this ISA amendment should be sent to: ana.burgos@ousd.k12.ca.us

VENDOR INFORMATION

CONTRACTOR NAME	Aspiranet	CITY	South San Francisco	STATE	CA
SITE /DEPT NAME	Roots International Academy	SITE #	226		

BUDGET INFORMATION

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

SPSA ACTION ITEM NUMBER: _____ OR SPSA MODIFICATION DOCUMENTATION ATTACHED



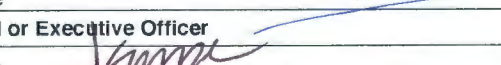


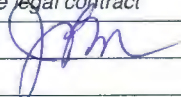
RESOURCE #	RESOURCE NAME	ORG KEY	REQ. NUMBER	AMOUNT
3180	SIG INTR. SUPP	2263180101	R0316871	\$30,051
				\$
				\$

Amount and Reason for Amendment

Original PO Number(s)	P1301796	Reason for Amendment to ISA (check appropriate box): <input checked="" 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 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	\$ 122,144.00	
Amended ISA Amount	\$ 30,051.00	
New Total Contract Amount	\$ 152,195.00	

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.

	Site Administrator or Manager	Name	Steven Daubenspeck	Phone	510-639-3226	Fax	(510) 639-3214
1.	Site / Department	Roots International Academy					
	Signature			Date Approved	4/3/2013		
	Resource Manager, if using funds managed by: <input type="checkbox"/> State and Federal <input type="checkbox"/> Quality, Community, School Development <input type="checkbox"/> Complementary Learning / After School Programs						
2.	Signature			Date Approved	4-18-13		
	Signature			Date Approved			
3.	Regional or Executive Officer						
	Signature			Date Approved	5-2-13		
4.	Deputy Superintendent Instructional Leadership / Deputy Superintendent Business Operations						
	Signature			Date Approved	5-9-2013		
5.	Superintendent or Board of Education Signature on the legal contract						
	Legal Required if not using standard contract	Approved			Denied - Reason	Date	5/3/13
	Procurement	Date Received			PO Number		

2620

Board Office Use: Legislative File Info.	
File ID Number	12-2357
Introduction Date	9-12-12
Enactment Number	12-2414
Enactment Date	9/12/12



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 *Maria Santos*
 Vernon Hal, Deputy Superintendent, Business & Operations

Board Meeting Date
 (To be completed by Procurement) 9-12-12

Subject Individual Service Agreement - Master Memorandum of Understanding - Aspiranet (contractor) - 226/Roots International Academy(site)

Action Requested Approval of the Individual Service Agreement to the Master Memorandum of Understanding between District and Aspiranet, for services to be provided primarily to 226/Acorn Woodland 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 27, 2012, Enactment Number 12-1653.

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 (MMOU) between the District and Aspiranet, South San Francisco, CA, for the latter to provide its Menu Option B for Arts, Recreation, Leadership and Family Literary activities in its capacity as a Comprehensive After School Program Lead Agency at Roots International Academy for the period of July 1, 2012 through August 30, 2013, in an amount not to exceed \$122,144.00, pursuant to the terms and conditions as specified in the MMOU.

Recommendation Approval by the Board of Education of an Individual Service Agreement to the Master Memorandum of Understanding between the District and Aspiranet for the latter to provide Arts, Recreation, Leadership and Family Literary activities in its capacity as a Comprehensive After School Program Lead Agency at Roots International Academy for the period July 1, 2012 through August 30, 2013.

Fiscal Impact Funding Resource: 6010/After School Education and Safety (ASES) Grant for a total amount not to exceed \$122,144.00.

Attachments

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

Board Office Use: Legislative File Info.	
File ID Number	12-2357
Introduction Date	9-12-12
Enactment Number	12-2414
Enactment Date	9/12/12



OAKLAND UNIFIED SCHOOL DISTRICT

Community Schools, Thriving Students

INDIVIDUAL SERVICE AGREEMENT (ISA) 2012-2013

MASTER MOU INFORMATION			
VENDOR NAME	Aspiranet		
VENDOR #	V056255	ENACTMENT #	
SITE / DEPT NAME	Roots International Academy	SITE #	226
OUSD STAFF CONTACT - EMAILS ABOUT THIS CONTRACT SHOULD BE SENT TO:		gina.hill@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)
Lead Agency Option B	K-5	\$127011	.96	\$122144
		\$		\$
		\$		\$
TOTAL AMOUNT				\$122144
IF FEE DOES NOT EQUAL RATE PER UNIT MULTIPLIED BY DESIRED UNITS, EXPLAIN REASON FOR ALTERED RATE:				
1d. School opting to fund School Safety Officer, reducing above costs to provide safe and secure after school environment.				
1g. School opting to fund Academic Liaison, reducing above costs for academic programming and alignment with school day.				

BUDGET INFORMATION					
REQUISITION NUMBER	R0303387	START DATE	7/1/12	END DATE	8/30/13
RESOURCE #	6010	RESOURCE NAME	ASES	ORG KEY	2261553401
					\$122144
					\$
					\$

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	Vernon Brown	TITLE	Chief Executive Officer
SIGNATURE			DATE	6/20/12
OUSD SITE ADMINISTRATOR	NAME	Gina Hill	TITLE	Site Administrator
SIGNATURE			DATE	6/27/12

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:	
<input type="checkbox"/> State and Federal <input type="checkbox"/> Quality Community School Development <input checked="" type="checkbox"/> After School Programs	
SIGNATURE	
DATE	7-7-12
SIGNATURE	
DATE	
NETWORK OR DEPARTMENT EXECUTIVE OFFICER	
SIGNATURE	
DATE	7/16/12
PRESIDENT AND THE SECRETARY OF THE BOARD OF EDUCATION	
SIGNATURE	
DATE	8/13/12
SIGNATURE	
DATE	8/13/12

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

Date (MM/DD/YR)
12/14/12

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 require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

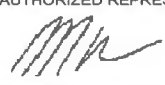
PRODUCER Heffernan Insurance Brokers 1350 Carlbach Avenue Walnut Creek, CA 94596 CA License #0564249	CONTACT NAME:		
	PHONE (A/C,No,Ext): 925-934-8500	FAX (A/C,No): 925-934-8278	
EMAIL ADDRESS:			
INSURED Aspiranet 400 Oyster Point Blvd., Suite 501 South San Francisco, CA 94080	INSURERS AFFORDING COVERAGE		NAIC #
	INSURER A:	Lexington Ins. Co.	19437
	INSURER B:	Granite State Ins. Co.	23809
	INSURER C:		
	INSURER D:		
	INSURER E:		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT 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	ADD L INS R	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL L LIABILITY	X		41LX0089961327	12/16/12	12/16/13	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 200,000
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 5,000
	<input checked="" type="checkbox"/> \$25,000 Per Occurrence Deductible						PERSONAL & ADV INJURY	\$ 1,000,000
GEN'L. AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC							GENERAL AGGREGATE	\$ 3,000,000
AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO							PRODUCTS - COMP/OP AGG	\$ 1,000,000
B	ALL OWNED AUTOS			02CA0038937067	12/16/12	12/16/13	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	HIRED AUTOS						BODILY INJURY (Per person)	\$
	<input checked="" type="checkbox"/> Comp Ded \$1,000	<input checked="" type="checkbox"/> SCHEDULED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS				BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> Coll Ded \$1,000	<input checked="" type="checkbox"/> OCCUR				PROPERTY DAMAGE (Per accident)	\$
A	EXCESS LIAB			41UD0002735337	12/16/12	12/16/13	EACH OCCURRENCE	\$ 2,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	<input checked="" type="checkbox"/> CLAIMS-MADE	AGGREGATE				\$ 2,000,000	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	<input type="checkbox"/> Y/N					WC STATUTORY LIMITS	OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? (Mandatory in N.H.)	<input type="checkbox"/>	N/A				E.L. EACH ACCIDENT	\$
If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - EA EMPLOYEE	\$
B	Crime - Employee Theft			02LX0089961417	12/16/12	12/16/13	Limit: \$ 500,000	Ded: \$500
A	Professional Liability - Claims Made Retro Date: 12/16/00			41LX0089961327	12/16/12	12/16/13	Each Wrongful Act Aggregate Limit Deductible - Each Wrongful Act	\$ 1,000,000 \$ 3,000,000 \$ 25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Re: As Per Contract or Agreement on File with Insured. Oakland Unified School District, its Officers, Employees, Volunteers or Agents are named as additional Insured on General Liability as per attached CG2026.

CERTIFICATE HOLDER Oakland Unified School District 1025 2nd Street Oakland, CA 94606	CANCELLATION 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 

DESCRIPTION OF OPERATIONS CONTINUED:

INSURED'S NAME: Aspiranet

CERT HOLDER NAME: Oakland Unified School District

Abuse and Molestation Coverage: Claims Made Retro Date 12-16-06

Insurer Letter A	41LX0089961327	12/16/12 – 12/16/13	\$2,000,000 For each abuse of molestation incident \$2,000,000 Aggregate Limit of insurance for all abuse or molestation incidents \$0 SIR/Deductible
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Insured Name: Aspiranet
Policy Number: 41LX0089961327
Effective Dates: 12/16/12-12/16/13

COMMERCIAL GENERAL LIABILITY
CG 20 26 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

Oakland Unified School District, its Officers, Employees, Volunteers or Agents
--

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

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for “bodily injury,” “property damage” or “personal and advertising injury” caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

Menu of Service for Lead Agency: Aspiranet

Lead Agency Unit of Service for ASES After School Program

After School Services include:

After school program set up and coordination of comprehensive services to ensure ASES 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/or community providers with subject matter expertise and youth development experience.

After School program will serve up to 90 students in elementary school programs and 120 students in middle school programs. Services will be offered daily, Monday through Friday, from September 2011 – June 2012. 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.

Lead Agency Option A: Cost for Elementary School lead agency package: \$ 93,634

Lead Agency Option B: Cost for Middle School Lead Agency package: \$ 127,011

Lead Agency Unit of Service for 21st Century After School Program

After School Services Include:

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

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

Services will be offered daily, Monday through Friday, from September 2011 – June 2012. 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.

Lead Agency Option C: Cost for Elementary School lead agency package for up to 90 students: \$ 92,483

Lead Agency Option D: Cost for Middle School Lead Agency package for up to 120 students: \$125,369

Lead Agency Option E: Cost for High School Lead Agency package for up to 83 students: \$136,155

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 utilizing other funds to increase level of services and/or number of students served beyond the above base unit.
- 1f. School reducing number of students to be served by program, due to reduced grant funds.
- 1g. School opting to fund Academic Liaison, reducing above costs for academic programming and alignment with school day.

Other 21st Century Services

Option F: 21st Century Family Literacy Services: Variety of services to engage parents and support them in helping their children to succeed in school. Services customized to meet school and community needs, and may include: parent workshops, parent outreach and adult literacy support.

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

Cost \$17,400

Option G: 21st Century 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 compliment after school programming occurring daily, September through June.

Cost \$21,750

Factors that would decrease the above costs for 21st 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.

Other Specialized Services

Option H: Intervention Services: Tutoring and intervention strategies to increase literacy and math skills to eligible students falling below proficient. To serve up to 20 students, for one hour per week, up to five days per week, over the course of the school year.

Cost \$50,000

Option I: Visual and Performing Arts:

Arts based activities to expand and increase skills in: visual arts, dance, theatre arts and history of visual/performing arts. Program would serve up to 190 students. Students will receive service two days per week, for the course of the school year.

Cost \$27,000

Option J: Health and Wellness:

Recreation or other health related activities on school campus. Students will engage in fitness activities and be taught nutrition facts to maintain healthy lifestyle. Students will develop positive attitudes towards fitness and a physically active lifestyle which will strengthen student's self-esteem and confidence, develop fine motor skills and increased socialization skills. Program could serve all students enrolled during day and/or after school by providing additional staff and additional activities up to five days a week.

Cost \$25,000

Option K: Intervention Services for Language English Proficiency

Tutoring and intervention strategies to increase English proficiency skills to eligible students falling below proficient. To serve up to 20 students, for one hour per week, up to five days per week, over the course of the school year.

Cost: \$50,000

Option L: Summer Extended Day Program

Summer Extended Day Services include:

Summer program set up and coordination of comprehensive services to ensure grant compliance, program quality, fiscal oversight, and compliance with district policies, including contracting processes, fiscal timelines, and Legal requirements.

Delivery of high quality summer extended day programming consisting of academic, enrichment and recreational/physical activity. Services will be delivered by qualified, trained individuals and/or community providers with subject matter expertise and youth development experience.

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

Cost: \$25,000

Factors that would increase or decrease costs for above specialized services:

- 3a.** School opting to directly contract with a different service provider for intervention or visual and performing arts services, reducing some of the enrichment charges to the cost above.
- 3b.** School opting to provide supplies in support of after school programming, reducing supply costs from the total above.
- 3c.** School utilizing other funds to increase level of services and/or number of students served beyond the above base unit.
- 3d.** School reducing number of students to be served by program, due to reduced grant funds.