

<b>Board Office Use: Legislative File Info.</b>	
File ID Number	12-2639
Introduction Date	11-14-12
Enactment Number	12-2698
Enactment Date	11-14-12



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  
 Vernon Hal, Deputy Superintendent, Business & Operations

**Board Meeting Date**  
*(To be completed by Procurement)* October 24, 2012

**Subject** Individual Service Agreement - Master Memorandum of Understanding - Aspiranet (contractor) - 168/Carl Munck Elementary School (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 168/Carl Munck 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 A for Arts, Recreation, Leadership and Family Literary activities in its capacity as a Comprehensive After School Program Lead Agency at Carl Munck Elementary School for the period of July 1, 2012 through August 30, 2013, in an amount not to exceed \$90,156.00, 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 Carl Munck Elementary School for the period July 1, 2012 through August 30, 2013.

**Fiscal Impact** Funding Resource: 6010/After School Education and Safety (ASES) Grant in an amount not to exceed \$90,156.00.

**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) 2012-2013**

<b>MASTER MOU INFORMATION</b>			
VENDOR NAME	Aspiranet		
VENDOR #	V056255	ENACTMENT #	
SITE / DEPT NAME	Carl Munck Elementary	SITE #	168
OUSD STAFF CONTACT - EMAILS ABOUT THIS CONTRACT SHOULD BE SENT TO:		denise.burroughs@ousd.k12.ca.us	

<b>ORDER MENU OF SERVICES (EXHIBIT A OF MASTER MOU) – SELECT DESIRED SERVICE</b>				
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 A	K-5	\$93634	.96	\$90156
		\$		\$
		\$		\$
<b>TOTAL AMOUNT</b>				\$90156
IF FEE DOES NOT EQUAL RATE PER UNIT MULTIPLIED BY DESIRED UNITS, EXPLAIN REASON FOR ALTERED RATE: 1g. School opting to fund Academic Liaison, reducing above costs for academic programming and alignment with school day.				

<b>BUDGET INFORMATION</b>					
REQUISITION NUMBER	R0305283	START DATE	7/1/12	END DATE	8/30/13
RESOURCE #	RESOURCE NAME	ORG KEY	AMOUNT		
6010	ASES	1681553401	\$90156		
			\$		
			\$		

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	John Reiber	TITLE	Chief Financial Officer
SIGNATURE			DATE	7-11-12
OUSD SITE ADMINISTRATOR	NAME	Denise Burroughs	TITLE	Site Administrator
SIGNATURE			DATE	7-19-12

<b>APPROVAL</b>					
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	7-20-12
SIGNATURE				DATE	
NETWORK OR DEPARTMENT EXECUTIVE OFFICER					
SIGNATURE				DATE	10/12/12
PRESIDENT AND THE SECRETARY OF THE BOARD OF EDUCATION					
SIGNATURE				DATE	11/15/12
SIGNATURE				DATE	11/15/12

2176  
Rm



# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

Date (MM/DD/YR)  
12/13/11

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

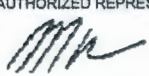
<b>PRODUCER</b> Heffernan Insurance Brokers 1350 Carback Avenue Walnut Creek, CA 94596 CA License #0564249	CONTACT NAME: PHONE (A/C, No, Ext): <b>925-934-8500</b> FAX (A/C, No): <b>925-934-8278</b>	
	EMAIL ADDRESS:	
<b>INSURED</b> Aspiranet 400 Oyster Point Blvd., Suite 501 South San Francisco, CA 94080	<b>INSURERS AFFORDING COVERAGE</b>	
	INSURER A:	Wausau Underwriters Ins. Co.      26042
	INSURER B:	Lexington Ins. Co.      19437
	INSURER C:	Granite State Ins. Co.      23809
	INSURER D:	
	INSURER E:	
INSURER F:		

**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
B	GENERAL L LIABILITY	X		41LX0089981326	12/16/11	12/16/12	EACH OCCURRENCE      \$ 1,000,000
	X 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
	X \$25,000 Per Occurrence Deductible						PERSONAL & ADV INJURY      \$ 1,000,000
GEN'L. AGGREGATE LIMIT APPLIES PER							GENERAL AGGREGATE      \$ 3,000,000
X POLICY	PROJECT	LOC					PRODUCTS - COMP/OP AGG      \$ 1,000,000
							\$
C	AUTOMOBILE LIABILITY			02CA0038937086	12/16/11	12/16/12	COMBINED SINGLE LIMIT (Ea accident)      \$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)      \$
	ALL OWNED AUTOS      SCHEDULED AUTOS						BODILY INJURY (Per accident)      \$
	HIRED AUTOS      NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)      \$
X Comp Ded \$1,000      X Coll Ded \$1,000						\$	
B	UMBRELLA LIAB			41UD0002735336	12/16/11	12/16/12	EACH OCCURRENCE      \$ 2,000,000
	EXCESS LIAB						AGGREGATE      \$ 2,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A	WCJZ91446188011	07/01/11	07/01/12	X WC STATUTORY LIMITS      OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? (Mandatory in N.H.)						E.L. EACH ACCIDENT      \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE      \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT      \$ 1,000,000
C	Crime			02LX0089981416	12/16/11	12/16/12	Limit: \$ 500,000      Ded: \$500
B	Professional Liability			41LX0089981326	12/16/11	12/16/12	Each Wrongful Act      \$ 1,000,000 Aggregate Limit      \$ 3,000,000 Deductible - Each Wrongful Act      \$ 25,000

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

<b>CERTIFICATE HOLDER</b>  Oakland Unified School District 1025 2nd Street Oakland, CA 94606	<b>CANCELLATION</b>  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  

Insured Name: Aspiranet  
Policy Number: 41LX0089961326  
Effective Dates: 12/16/11-12/16/12

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.



Excluded Parties List System

**Search Results Excluded By  
Firm, Entity, or Vessel : Aspiranet  
as of 26-Sep-2012 6:20 PM EDT**

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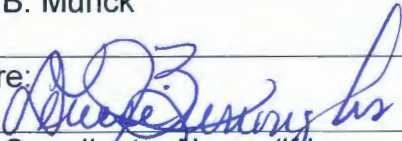

**Your search returned no results.**



**OUSD After School Programs**  
*funded by After School Education and Safety (ASES) and 21<sup>st</sup> Century Community Learning Center (21<sup>st</sup> CCLC) Grants*

**ASES and 21<sup>st</sup> CCLC After School Program Plan**  
**Elementary & Middle Schools**  
**2012 - 2013**

**SECTION 1: School Site Information**

School Site: Carl B. Munck	Date: May 21, 2012
Principal Signature: 	Lead Agency Signature: 
After School Site Coordinator Name (if known at this time): Erika Tatnall	

**SECTION 2: After School Alignment with Community School Strategic Site Plan (CSSSP)**  
 Mark the following Strategic Priority areas of the school's CSSSP where this after school program is identified as a high leverage strategy.

- Balanced Literacy and Literacy Across the Curriculum
- Science, Technology, Engineering, and Mathematics (STEM)
- Transitions and Pathways Pre-K to 12
- College, Career and Workforce
- Accelerating Students through Targeted Approaches
- Extended Learning Time
- School Culture (including Meaningful Student Engagement)
- Health and Wellness
- Interrupting Chronic Absence (Attendance)
- Building Capacity and Leadership
- Family and Student Engagement
- Strategic Operational Practices

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

1. Increase students performance by one performance band in ELA & Math for all students performing below proficient
2. Provide fun, quality enrichment and physical opportunities to address the needs of the whole child.
3. Increase language comprehension, improve study skills and computer skills and encourage an enjoyment of literature.
4. Improve student proficiency in number sense, algebra functions, and word problems.

### SECTION 3: OUSD Strategic Questions

Complete the matrix for *at least two* of the following four OUSD Strategic questions.

<b>Strategic Questions/Desired Outcomes</b>  <i>As a result of our ASP efforts...</i>	<b>Strategic Activities:</b>  <i>What after school strategic activities will support the desired outcomes?</i>	<b>Outcomes of Strategic Activities:</b>  What short-term outcomes will you expect from your efforts by the end of the school year?	<b>Data used to assess the strategic activities:</b>  <i>What data will be collected to measure these outcomes?</i>
<b>High School Graduation:</b> How many more Oakland children are graduating from high school?			
<b>Satisfactory School Day Attendance:</b> How many more Oakland children are attending school 95% or more?	<ul style="list-style-type: none"> <li>- Site Coordinator will participate in school Site Attendance Team convening bi-weekly to review attendance/tardiness data and set goals and plan strategic approach.</li> <li>- Parent Orientation Meeting detailing the importance of attendance and the attendance policy and consequences for chronic absenteeism</li> <li>- Track students' attendance and follow up when students begin patterns of being absent</li> <li>- Recognize and reward students with perfect attendance (monthly, each semester, and yearly)</li> </ul>	<ul style="list-style-type: none"> <li>- Consistent daily attendance and improved chronic/absent/tardy rate.</li> <li>- Daily attendance and tardiness improves after parent education events and notifications.</li> </ul>	City Span Attendance Reports
<b>Job Skills/Career readiness:</b> How many more students have meaningful internships and/or			



<p>paying jobs?</p> <p><b>Health and Well-being:</b> How many more Oakland children have access to, and use, the health services they need?</p>	<ul style="list-style-type: none"> <li>- Cooking/Nutrition class where students learn how to prepare healthy meals.</li> <li>- Garden class where students learn about nutritional eating.</li> <li>- Sports leagues (organized and structured team sports) which promote fitness, an active lifestyle, sportsmanship, and strategic game play.</li> <li>- Dance which promote fitness and an active lifestyle.</li> </ul>	<ul style="list-style-type: none"> <li>- Students taking ownership over healthy eating</li> <li>- Students eating healthier and increasing their amount of physical activity.</li> </ul>	<p>California Healthy Kids Survey</p>
<b>SECTION 4: Program Model and Lead Agency Selection</b>			
<p>For 2012-2013, my site will operate the following program model:</p> <p><input checked="" type="checkbox"/> <b>Traditional After School:</b> <i>voluntary program open to all students, with enrollment priorities targeting certain students</i></p> <p><input type="checkbox"/> <b>Extended School Day:</b> <i>additional class periods added to the bell schedule during after school hours for students of a particular grade and/or all students of the school</i></p> <p><input type="checkbox"/> <b>Blended/Hybrid:</b> <i>combination of some extended day and some traditional after school programming</i></p>			
<p><b>Description and Rationale for Selection of Lead Agency</b>  Describe how the selected Lead Agency partner will support the school's plans for Full Service Community School development. (Note: If school is managing program, site is considered to be the Lead Agency. In this case, describe how the hired After School Site Coordinator will support school plans for FSCS development.)</p>			
<p>Aspiranet has a long history of working with community partners and local schools to manage quality after school programs and bringing valuable volunteer and technology resources to schools and after school providers. Aspiranet's programs include a variety of project-based learning activities supporting homework, language arts, creative arts, IT skill development and civic engagement. Programs meet CDE Content Standards through quality curriculum, and enhance positive youth development that supports learning in a safe environment, promotes a strong relationship with parents, and teachers and community involvement.</p>			
<p><b>SECTION 5: ATTENDANCE, PROGRAM DATES, AND PROGRAM SCHEDULE</b>  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 <i>on every regular school day</i> for elementary and middle schools. (EC 8483)  High school programs are required to operate a minimum of 15 hours per week.</p>			
<p>Required # of Program Days your program will operate during School Year 2012-2013:</p>			<p><b>180 days required*</b></p>
<p>Projected Daily Attendance during School Year 2012-2013:</p>			<p>90</p>



## Program Schedule

Submit program schedule as an attachment, using the standard program schedule template.

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

### SECTION 6: Academics

Your site should plan to offer a range of academic supports including:

1) Targeted Interventions 2) Skill-Building 3) Homework Support 4) Tutoring

Other possible supports may include computer lab, library exploration, project-based learning, coordination with SES tutoring.

Academic activities should be aligned with school goals and support specific student achievement needs defined by the school.

Activities should be based on sound instructional strategies aligned with the regular school day program.

	Target Population	Academic Support (choose one)	CSSSP goal(s) or school need supported by activity	Measurable Outcomes	Description of program/activity	Instructional Strategies
1	All participants	<input checked="" type="checkbox"/> Homework Support <input type="checkbox"/> Tutoring <input type="checkbox"/> Skill Building <input type="checkbox"/> Academic Intervntn <input type="checkbox"/> Other	Homework support	Improve homework quality & comprehension	All students will have 1 hour of homework time Mon – Thur assisted by the program staff.	One on One support Small group support Peer tutoring
2	All participants	<input type="checkbox"/> Homework Support <input type="checkbox"/> Tutoring <input checked="" type="checkbox"/> Skill Building <input checked="" type="checkbox"/> Academic Intervntn <input type="checkbox"/> Other	Increase ELA skills	Improve individual test scores as measured by formative assessments, quizzes, and district benchmark data	All students will have at least 1 hour of ELA skill building on Wednesday and 15 minutes of journal writing Mon-Fri.	- Direct Instruction based on standardized test material taken from EduSoft & former standardized test questions - Individual ELA Portfolios - Ticket to Read
3	Below Benchmark in essential ELA &	<input type="checkbox"/> Homework Support <input type="checkbox"/> Tutoring <input type="checkbox"/> Skill Building <input checked="" type="checkbox"/> Academic Intervntn	Increase ELA & Math skills	Improve individual test scores as measured by	Students will have targeted academic intervention (ELA/Math), aligned	-IReady technology based intervention program - Small Group

Math Standards	<input type="checkbox"/> Other		formative assessments, quizzes, and district benchmark data	with benchmark assessment data, to support second through fifth grade students performing below benchmark Tuesdays & Thursdays from 3:30 to 4:30pm.	Support - Fluency Development - Increased comprehension skills, fluency, academic vocabulary, and targeted skills/concepts
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**SECTION 7: 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 their classroom learning in a real, hands-on way. Enrichment activities should intentionally and creatively build skills that support students' success in school and in life. Enrichment activities often support school goals for health and wellness, positive school climate, arts learning, and student engagement.

Type of Enrichment	Rationale	CSSSP goal(s) or school need supported by activity	Brief Description	Targeted Skills	Measurable Outcome
<b>Physical Activity/ Fitness</b>	<input checked="" type="checkbox"/> Student Identified <input checked="" type="checkbox"/> School Identified <input type="checkbox"/> Parent Identified <input type="checkbox"/> Other (specify)	Health & Wellness	Students will meet daily to engage in various athletic games and creative movements with an emphasis on physical exercise. Students will also learn the rules and ways to play common playground games.	<input type="checkbox"/> College/Career Readiness <input type="checkbox"/> Social Skills/Conflict Res. <input type="checkbox"/> Leadership <input type="checkbox"/> Academic (specify) <input checked="" type="checkbox"/> Health/Fitness <input type="checkbox"/> Other (specify)	All students will have at least 15 minutes of physical activity daily.
<b>Chess Club</b>	<input checked="" type="checkbox"/> Student Identified <input checked="" type="checkbox"/> School Identified <input checked="" type="checkbox"/> Parent Identified <input type="checkbox"/> Other (specify)	Extended Learning Time	Students will learn the fundamentals of chess while increasing their cognitive abilities such as deducing, hypothesizing, strategic thinking, logic, future thinking and judgment.	<input type="checkbox"/> College/Career Readiness <input type="checkbox"/> Social Skills/Conflict Res. <input type="checkbox"/> Leadership <input type="checkbox"/> Academic (specify) <input type="checkbox"/> Health/Fitness <input checked="" type="checkbox"/> Other (specify)	20 students will attend twice a week.
<b>Computer Skills, Newspaper, Yearbook, Video Production</b>	<input checked="" type="checkbox"/> Student Identified <input checked="" type="checkbox"/> School Identified <input checked="" type="checkbox"/> Parent Identified <input type="checkbox"/> Other (specify)	Extended Learning Time Science, Technology, Engineering and Mathematics (STEM)	Students receive access to education and training necessary to be successful in today's information society by providing hands-on training and project-	<input checked="" type="checkbox"/> College/Career Readiness <input type="checkbox"/> Social Skills/Conflict Res. <input checked="" type="checkbox"/> Leadership <input checked="" type="checkbox"/> Academic (specify) <input type="checkbox"/> Health/Fitness <input type="checkbox"/> Other (specify)	40 students will attend computer skills twice a week and 15 students will attend newspaper/ yearbook once a



			based technology learning.		week.
<b>Dance</b>	<input checked="" type="checkbox"/> Student Identified <input checked="" type="checkbox"/> School Identified <input type="checkbox"/> Parent Identified <input type="checkbox"/> Other (specify)	Extended Learning Time	Participants will learn dance techniques covering various genres such as jazz, lyrical, ballet, etc. and develop dance routines.	<input type="checkbox"/> College/Career Readiness <input type="checkbox"/> Social Skills/Conflict Res. <input type="checkbox"/> Leadership <input type="checkbox"/> Academic (specify) <input checked="" type="checkbox"/> Health/Fitness <input checked="" type="checkbox"/> Other (specify)	40 students will attend twice a week and 40 students will attend once a week.
<b>Drama</b>	<input checked="" type="checkbox"/> Student Identified <input checked="" type="checkbox"/> School Identified <input type="checkbox"/> Parent Identified <input type="checkbox"/> Other (specify)	Extended Learning Time	Participants will meet to discover the joys of theater. The class will focus on the fundamentals of acting and creative play through a series of interactive drama exercises. Students will work on listening and speech skills, character development, and storytelling.	<input type="checkbox"/> College/Career Readiness <input checked="" type="checkbox"/> Social Skills/Conflict Res. <input type="checkbox"/> Leadership <input type="checkbox"/> Academic (specify) <input type="checkbox"/> Health/Fitness <input checked="" type="checkbox"/> Other (specify)	20 students will attend once a week.
<b>Gardening/ Nutrition</b>	<input checked="" type="checkbox"/> Student Identified <input checked="" type="checkbox"/> School Identified <input checked="" type="checkbox"/> Parent Identified <input type="checkbox"/> Other (specify)	Health & Wellness	The garden provides an enriching, hands-on environment to teach complex concepts such as using the planting schedule to teach about seasonal cycles & composting to illustrate the carbon cycle. Participants will learn about harvesting, food systems, nutritional eating, & food from around the world. Participants will also learn how to prepare healthy meals.	<input type="checkbox"/> College/Career Readiness <input type="checkbox"/> Social Skills/Conflict Res. <input type="checkbox"/> Leadership <input checked="" type="checkbox"/> Academic (specify) <input checked="" type="checkbox"/> Health/Fitness <input type="checkbox"/> Other (specify)	20 students will attend twice a week.
<b>G.E.M.S. Girls Engaging in Math and Science</b>	<input checked="" type="checkbox"/> Student Identified <input checked="" type="checkbox"/> School Identified <input type="checkbox"/> Parent Identified <input type="checkbox"/> Other (specify)	Extended Learning Time Science, Technology, Engineering and Mathematics (STEM)	Engage girls by creatively integrating math and science in subjects like engineering, chemistry, environmental studies, game theory, computer science and biology.	<input checked="" type="checkbox"/> College/Career Readiness <input type="checkbox"/> Social Skills/Conflict Res. <input checked="" type="checkbox"/> Leadership <input checked="" type="checkbox"/> Academic (specify) <input type="checkbox"/> Health/Fitness <input type="checkbox"/> Other (specify)	20 students will attend twice a week.

<b>Seasonal Sports (inc. Basketball &amp; Football)</b>	<input checked="" type="checkbox"/> Student Identified <input checked="" type="checkbox"/> School Identified <input type="checkbox"/> Parent Identified <input type="checkbox"/> Other (specify)	Health & Wellness	Develop sportsmanship behavior, team relations, physical abilities and increase parent participation.	<input type="checkbox"/> College/Career Readiness <input checked="" type="checkbox"/> Social Skills/Conflict Res. <input checked="" type="checkbox"/> Leadership <input type="checkbox"/> Academic (specify) <input checked="" type="checkbox"/> Health/Fitness <input type="checkbox"/> Other (specify)	40 students will attend twice a week.
<b>Visual Art</b>	<input checked="" type="checkbox"/> Student Identified <input checked="" type="checkbox"/> School Identified <input type="checkbox"/> Parent Identified <input type="checkbox"/> Other (specify)	Extended Learning Time	Provide students with engaging opportunities to practice art skills, develop their self-expression and cultivate their creative thinking.	<input type="checkbox"/> College/Career Readiness <input type="checkbox"/> Social Skills/Conflict Res. <input type="checkbox"/> Leadership <input type="checkbox"/> Academic (specify) <input type="checkbox"/> Health/Fitness <input checked="" type="checkbox"/> Other (specify)	40 students will attend twice a week.

**SECTION 8: 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 services, and increase their ability to support their student's learning and development.

Type of Activity	CSSSP goal(s) or school need supported by activity	Brief Description	Measurable Outcome	Alignment with school day family engagement / family literacy efforts or resources
Family Reading Night	Positive School Climate Parent Involvement Student Engagement	Families join us to celebrate the importance of reading and discover ways to make it fun and exciting. The event features storytellers & engaging performances.	All students and their families will be invited to participate in Family Reading Night. All participants will go home with a book.	Yes
Family Science Night	Positive School Climate Parent Involvement Student Engagement	Families enjoy a spectacular, interactive, science themed show. After the show, they participate in hands on science stations.	All students and their families will be invited to participate in Family Science Night.	Yes
Winter Showcase	Positive School Climate Parent Involvement Student Engagement	Students showcase all of the many things they have done in the after school program.	All After School students and their families will be invited to the Winter Showcase.	Yes



African American Inter-Cultural Celebration	Positive School Climate Parent Involvement Student Engagement	Students celebrate African American Inter-Cultural Celebration which includes drama, dance, and songs	All After School students and their families will be invited to the African American Inter-Cultural Celebration.	Yes
Spring Production	Positive School Climate Parent Involvement Student Engagement	Students perform a musical which incorporates Caring School Community principles.	All students and their families will be invited to view the Spring Production.	Yes

### SECTION 9: Chronic Absence Action Plan

Improving school day attendance for all students and reducing chronic absenteeism is one of the key OUSD strategic goals. The district goal is that all students will attend school at least 95% of the required school days or more, thereby achieving satisfactory attendance. Students who attend school 90% or less of required days are considered chronically absent. Students whose attendance falls in the "grey zone" between 90% - 95% are considered at risk of chronic absenteeism.

*In partnership with the school day, after school programs can play an important role in supporting student attendance by doing things like celebrating good attendance, informing parents about the importance of attendance, uncovering what challenges students/families are facing that cause them to miss school, regularly monitoring student attendance data, contacting families to let them know their child was missed at school, etc., in addition to providing meaningful after school learning experiences that help keep students engaged and coming.*

Below are several key strategies that after school programs can implement in partnership with the school day, in order to promote positive attendance, and support students and families who are struggling with attendance. Select **at least two** of the following strategies below, and identify specific action steps that your program will implement for each strategy.

Strategies to Support Attendance	Action Steps
a) Recruit and address the needs of students who are at risk of chronic absenteeism.	
b) Inform parents about the importance of attendance and encourage parents to help each other get their students to class.	During the Parent Orientation, the Site Coordinator will inform parents about the importance of school and after school attendance detailing the impact on budget and staffing and the social emotional impact for students who miss significant amounts of instructional time due to absences. The Site Coordinator will thoroughly explain the attendance policy and consequences for chronic absenteeism.
c) Track students with poor program attendance and reach out to find out why and how attendance could be improved.	The Site Coordinator will participate in school Site Attendance Team convening bi-weekly to review attendance/tardiness data and set goals and plan strategic approach. The Site Coordinator will track students' after school attendance and follow up when students begin patterns of being absent and determine solutions for improvement

	with families.
d) Celebrate good attendance and/or offer meaningful incentives to attract and reward students for attending our program.	The after school program will recognize students with perfect attendance each month and have a special reward for students with perfect attendance for each semester.
<b>SECTION 10: Coordination with Other Service Providers</b> In the Full Service Community School model, the school becomes a hub of services where various types of service providers come together, work together, and coordinate their efforts to meet the holistic needs of students and families.	
The after school Site Coordinator or Director will actively participate in which of the following school group(s), in order to increase alignment between after school and school day efforts?	<input type="checkbox"/> COST team (Coordination of Services Team) <input type="checkbox"/> SST (Student Study Team) <input checked="" type="checkbox"/> SSC (School Site Council) <input type="checkbox"/> ELT (Educational Leadership Team) <input type="checkbox"/> PTA <input type="checkbox"/> Attendance Team/Workgroup <input checked="" type="checkbox"/> CSSSP (Community School Strategic Site Planning) team <input checked="" type="checkbox"/> School Culture/Climate Committee <input type="checkbox"/> Other (specify)
List key community partners whom you will actively collaborate with to accomplish the goals of your program.	
Identify other service providers and support personnel at your school (ie. school psychologist, School Based Health Center staff, counselor, mental health therapist, school nurse, parent liaison, etc.) whom you will actively collaborate with to accomplish the goals of your program.	



### 2012-13 After School Enrollment Policy for Carl B. Munck 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 to improve or sustain academic performance.	District benchmark assessments, SRI data, IReady data, and teacher referrals	
Students from socio-economically disadvantaged families/backgrounds.	National Lunch (Free and Reduced Lunch) data	
Students in need of being engaged in learning (including students who have already learned regular school day content and need additional academic enrichment).	High academic achievers as measured by ELA and Math Benchmark Data, Gate identified students which reflects advanced students	
Students with siblings already enrolled in after school program based on above priorities.	After School enrollment data	

**Grade levels prioritized for programming:** None

*Note: The ASES and 21<sup>st</sup> CCLC grants require that programs are open to all students of the school, if space remains after outreach is done to targeted students. (For example, if program slots remain open after you have reached out to fill slots with target populations identified above, then by law, you must accept a kindergarten family that desires program services, even if your program prioritizes students in grades 1-5.)*

**Additional Notes:**

- Successful after school programs are heterogeneous and include several target populations.
- Sites cannot simply 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.

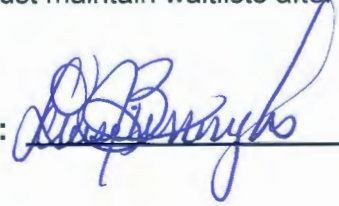
- In alignment with OUSD’s strategic goal to reduce chronic absenteeism, programs should consider targeting students at risk of chronic absenteeism, as determined by individual attendance rates between 90 – 95% during the current school year. (Programs should collaborate with school site leadership to obtain student attendance data.)
- 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 2012. Indicate how families will be notified of 2012-13 enrollment before the last day of school, June 16, 2012.)

Timeline	After School Enrollment Steps/Process	Individual(s) responsible
May 29	Program Registration Forms & Letters mailed	Site Coordinator
June 7	Deadline for returning Registration Forms	Parents
June 8 & 11	Program participants selected	Site Coordinator, Academic Liaison, and Principal
June 14	Program Participants Notification Letters mailed	Site Coordinator

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

- April – June: Spring enrollment for 2012-13 programs. **Schools that are receiving students from School Closures must also outreach to these new families in the Spring, so that they also have a fair chance to participate in the After School program at their new school.**
- Families will be notified of 2012-13 after school enrollment before the last day of school, June 15, 2012.
- After school programs begin on 1<sup>st</sup> Day of school, with enrollment at a minimum 75% capacity.
- August – September: New school year enrollment of families for remaining program slots.
- Remaining program slots will be filled by September 30, 2012.
- All programs must maintain waitlists after program slots are filled.

Principal Signature:  \_\_\_\_\_

Lead Agency Signature:  \_\_\_\_\_



### 2012-13 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) Academic Liaison Role Description.

Principal initials	Lead Agency initials	2012 – 13 Assurances for Grant Compliance and After School Alignment with School Day
APB	DB	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.
APB	DB	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.
APB	DB	Site Administrator will meet regularly with Site Coordinator to ensure program is meeting identified goals.
APB	DB	Site will share student outcome data to better refine program (Attendance data, EduSoft, Report Cards, IEP's, etc).
APB	DB	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 role description.
APB	DB	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.
APB	DB	Site will invite Site Coordinator to participate on SSC, COST, SST, and CSSSP team to ensure coordination of services.
APB	DB	Site will coordinate the use of facilities and site level resources in support of program goals.
APB	DB	Site will provide Site Coordinator with office space that includes access to internet and phone.

Principal Signature: \_\_\_\_\_

Lead Agency Signature: \_\_\_\_\_

### After School Safety and Emergency Planning for 2012-13

#### 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:

The after school program will follow the school's emergency disaster procedures and drills (including earthquake, fire, emergency lockdown, shelter in place and communication protocols). The Site Coordinator will be accountable for all after school staff and participants and will notify the proper emergency responders as well as the Principal.

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

After school staff will receive training at the beginning of the year covering all safety procedures (including earthquake, fire, emergency lockdown, and shelter in place). The after school staff will also participate in the onsite fire and earthquake drills (at the beginning of each semester).

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

Yes  No

#### Facility Keys

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

Yes  No

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

#### SSO Staffing: (check one)

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

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

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

Principal Signature: \_\_\_\_\_

Lead Agency Signature: \_\_\_\_\_



# S.T.R.I.D.E. After School Program

At Carl B. Munck Elementary School

Program Schedule 2012-2013

<u>Time</u>	<u>Monday</u>	<u>Tuesday</u>	<u>Wednesday</u>	<u>Thursday</u>	<u>Friday</u>
1:30	X	X	Physical Activity	X	X
2:00			Skill Building		
2:30					
3:00	Snack Physical Activity	Snack Physical Activity	Snack Physical Activity	Snack Physical Activity	Snack Physical Activity
3:30	Enrichment	Enrichment	Enrichment	Enrichment	Enrichment
4:30	Homework	Homework	Homework	Homework	Skill Building
5:30	ELA Skill Building	ELA Skill Building	ELA Skill Building	ELA Skill Building	ELA Skill Building
5:45	Free Time	Free Time	Free time	Free time	Free time
6:00					

**AFTER SCHOOL BUDGET PLANNING SPREADSHEET**

ELEMENTARY & MIDDLE SCHOOLS 03.2012

Site Name:	Site #:	Average # of students to be served daily (ADA):	Resource 6010, Program 1553	Program Fees (if applicable)	Other Lead Agency Funds	
Carl Munck	168		OUUSD	Lead Agency	Lead Agency	
			ASES	DFCY		
			OUUSD	Lead Agency	Lead Agency	
<b>TOTAL GRANT AWARD</b>			\$112,500	\$83,691	\$0	\$0
<b>CENTRAL COSTS: INDIRECT, ADMIN, EVAL, PD, CUSTODIAL, SUPPLIES</b>						
	OUUSD Indirect (4.25%)		\$4,586			
	OUUSD ASPO admin, evaluation, and training/technical assistance costs		\$7,060			
	Custodial Staffing		\$3,701			
	Custodial Supplies		\$504			
<b>TOTAL SITE ALLOCATION</b>			\$96,648			
<b>CERTIFICATED PERSONNEL</b>						
1120	Academic Liaison REQUIRED		\$4,000			\$0
1120	Certificated Teacher Extended Contracts		\$1,410			\$0
						\$0
						\$0
	<b>Total certificated</b>		\$5,410			\$0
<b>CLASSIFIED PERSONNEL</b>						
2205	Site Coordinator (list here if district employee)		\$0	\$0	\$0	\$0
2220	SSO		\$0			\$0
			\$0			
			\$0			
	<b>Total classified</b>		\$0	\$0	\$0	\$0
<b>BENEFITS</b>						
3000's	Employee Benefits for Additional Time (20% of total salaries paid as extended contracts or overtime)		\$1,082			
3000's	Employee Benefits for Salaried Employees (40%)		\$0			
3000's	Lead Agency benefits (rate: 25 %)			\$11,521.71	\$8,772.71	
	<b>Total benefits</b>		\$1,082	\$11,522	\$8,773	\$0
<b>BOOKS AND SUPPLIES</b>						
4310	Supplies (OUUSD only, except for Summer Supplemental)		\$0	\$1,233		\$0
4310	Curriculum (OUUSD only)		\$0			\$0
5829	Field Trips		\$0			\$0
4420	Equipment (OUUSD only)		\$0			\$0
	<b>Total books and supplies</b>		\$0	\$1,233		\$0
<b>CONTRACTED SERVICES</b>						
5825	Site Coordinator (list here if CBO staff)		\$0	\$35,000	\$7,000	



**2012-2013 Elementary/Middle School After School Program Budget**

5825	Director		\$0		\$6,048				\$855
5825	Operations Manager				\$1,035				\$3,000
5825	Program Instructors - (5@\$15 x 22hrs x 38wks)			\$12,944	\$49,756				
5825	Program Assistant (1@\$16 x 22hrs x 38wks)			\$13,376					
5825									
5825	Dance Instructor (\$25 X 8 hrs x 36wks) Phylicia Stroud			\$6,647	\$553				
5825	Family Events				\$1,000				
5825	Enrichment Instructor (\$25 X 4hrs X 36wks)		\$0	\$3,600					
5825	Enrichment Instructor (\$25 X 4hrs X 36wks)			\$3,600					
5825									
	Total services		\$0	\$75,167	\$65,392	\$0	\$0	\$0	\$3,855

**IN-KIND DIRECT SERVICES**

								\$0	\$0
								\$0	\$0
	Total value of in-kind direct services							\$0	\$0

**LEAD AGENCY ADMINISTRATIVE COSTS**

	Lead Agency admin (4% max of total contracted \$)			\$3,467.55	\$8,293.75				\$6,182
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**SUBTOTALS**

	<b>Subtotals DIRECT SERVICE</b>	85	\$8,691	\$86,689	\$75,398	\$0	\$0	\$0	\$3,855
	<b>Subtotals Admin/Indirect</b>	15	\$13,653	\$3,468	\$8,294	\$0			\$6,182

**TOTALS**



	Total budgeted per column		\$22,344	\$90,156	\$83,691	\$0	\$0	\$0	\$10,037
	Total BUDGETED	100	\$112,500	\$83,691	\$0	\$0	\$0	\$0	\$10,037
	BALANCE remaining to allocate		\$0	\$0	\$0	\$0	\$0	\$0	\$0
	TOTAL GRANT AWARD/ALLOCATION TO SITE		\$112,500	\$83,691	\$0	\$0	\$0	\$0	\$0

**ASES MATCH REQUIREMENT:**

ASES requires a 3:1 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:	83,691
Total Match amount left to meet:	-55,566

**Required Signatures for Budget Approval:**

Principal:	
Lead Agency:	

# Aspiranet - Raising Hope, Empowering Community.

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## Oakland Afterschool Program

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### Keeping Kids on Track After School

The Oakland Afterschool Program serves the city's most vulnerable students. Many of them face tremendous educational, social and economic barriers related to multi-generational poverty, insufficient education, single parent households, substance abuse, and gang activity. These stressors take a heavy toll on their ability to succeed in school and other areas.

The Program provides a balance of academic support, enrichment, and fitness activities that complement what children learn in school. We provide a safe place with caring adults in collaboration with community organizations, the school district, educators, and volunteer groups.

Each afterschool site includes a wide range of activities that help children learn, build relationships, and spend their time constructively, for example:

- Hip-hop dance
- Yearbook
- Health club
- Computer training
- Chess
- Music
- Cooking
- Spanish



Board Office Use: Legislative File Info.	
File ID Number	12-1419
Introduction Date	6-27-12
Enactment Number	12-1653
Enactment Date	6/27/12



OAKLAND UNIFIED  
SCHOOL DISTRICT

Community Schools, Thriving Students

OAKLAND UNIFIED SCHOOL DISTRICT  
Office of the Board of Education  
June 27, 2012

TO: Board of Education

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

SUBJECT: Master Memorandum of Understanding between OUSD and ASPIRANET

**ACTION REQUESTED**

Authorize the President and Secretary of the Board to enter into and execute a Memorandum of Understanding with Aspiranet, on behalf of the District to provide services to students. This establishes a one year relationship with Aspiranet, and a Not-To-Exceed amount of \$1,578,696.00. 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.



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## **DISCUSSION**

Vendor: Aspiranet

Overview of Services: Aspiranet 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: \$1,578,696.00

Determination of Not-to-Exceed Amount: Based on historical data and projections for the coming school year, it is anticipated that Aspiranet will provide services to 10 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 Aspiranet, 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 Aspiranet. 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.





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**RECOMMENDATION**

Approval of Master MOU between the Oakland Unified School District authorizing the President and Secretary of the Board to enter into and execute a Master Memorandum of Understanding and Individual Service Agreement(s) with Aspiranet in an amount Not-To-Exceed \$1,578,696.00.

**ATTACHMENTS: Master MOU**

Board Office Use: Legislative File Info.	
File ID Number	11-1419
Introduction Date	6-27-12
Enactment Number	12-163
Enactment Date	6/27/12



OAKLAND UNIFIED  
SCHOOL DISTRICT

Community Schools, Thriving Students

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
OAKLAND UNIFIED SCHOOL DISTRICT and  
Aspiranet  
2012-2013**

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

**Cumulative Amount of ISA(s) NOT TO EXCEED \$ 1,578,696.00**

- 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, 2012 to June 30, 2013 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 2010-11 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	510-434-2247

- 3.2 Notices to CONTRACTOR shall be addressed as indicated:

Name	Vernon Brown
Title	
Agency	Aspiranet
Address	400 Oyster Point Boulevard, Suite 501
City, State, Zip	South San Francisco, CA 94080
Phone	(650) 866-4080

**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 2012-2013.
- 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 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:**

The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals: Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, verifies that this vendor does not appear on the Excluded Parties List. (<https://www.epls.gov/eplsearch.do>)

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

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

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

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

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

5.7 **Maintain 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 type="checkbox"/>            | <input checked="" type="checkbox"/> | <b>21<sup>st</sup> CCLC ASSET GRANT (High School)</b> |
| <input type="checkbox"/>            | <input type="checkbox"/>            | <b>FIELDTRIPS ONLY</b>                                |


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

  
\_\_\_\_\_  
CONTRACTOR

Date: 5/22/12

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

Date: 6/28/12

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

Date: 6/28/12



## 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 21<sup>st</sup> Century After School Program**

**After School Services Include:**

After school program set up and coordination of comprehensive services to ensure 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, 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 21<sup>st</sup> Century Services**

**Option F: 21<sup>st</sup> 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 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 G: 21<sup>st</sup> 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 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.



## **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.



## Aspiranet Oakland After School 2012-2013

### Anticipated Grant Amounts

Schoo Site	Funding Source	Anticipated Contract Amount
Acorn Woodland Elementary	21st Century	\$82,949
	ASES	\$87,528
	OFCY	\$58,166
Community United	ASES	\$89,928
	OFCY	\$49,993
Futures Elementary	ASES	\$89,928
	OFCY	\$49,993
Melrose Leadership Academy	ASES	\$119,744
	OFCY	\$82,800
Carl Munck	ASES	\$91,849
	OFCY	\$83,691
Piedmont Elementary	ASES	\$91,848
	OFCY	\$60,617
Peralta Elementary	ASES	\$91,848
East Oakland Pride	ASES	\$83,209
	OFCY	\$70,232
Rise Community School	ASES	\$91,848
	OFCY	\$50,060
Howard Elementary	ASES	\$91,848
	OFCY	\$60,617
<b>TOTAL</b>		<b>\$1,578,696</b>

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

Date (MM/DD/YR)  
12/13/11

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


<b>PRODUCER</b> Heffernan Insurance Brokers 1350 Carback Avenue Walnut Creek, CA 94596 CA License #0564249	CONTACT NAME: PHONE (A/C, No, Ext): <b>925-934-8500</b> FAX (A/C, No): <b>925-934-8278</b> EMAIL ADDRESS:		
	<b>INSURERS AFFORDING COVERAGE</b> <b>NAIC #</b>		
<b>INSURED</b> Aspiranet 400 Oyster Point Blvd., Suite 501 South San Francisco, CA 94080	INSURER A:	Wausau Underwriters Ins. Co.	26042
	INSURER B:	Lexington Ins. Co.	19437
	INSURER C:	Granite State Ins. Co.	23809
	INSURER D:		
	INSURER E:		
	INSURER F:		

**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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	GENERAL L LIABILITY	X		41LX0089961326	12/16/11	12/16/12	EACH OCCURRENCE	\$ 1,000,000
	X 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
	X \$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	
						PRODUCTS - COMP/OP AGG	\$ 1,000,000	
							\$	
C	AUTOMOBILE LIABILITY			02CA0038937066	12/16/11	12/16/12	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	\$
	ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$
	HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	\$
X Comp Ded \$1,000	X Cell Ded \$1,000				\$			
B	UMBRELLA LIAB	X		41UD0002735336	12/16/11	12/16/12	EACH OCCURRENCE	\$ 2,000,000
	EXCESS LIAB						AGGREGATE	\$ 2,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000							\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A	WCJZ91446188011	07/01/11	07/01/12	X WC STATUTORY LIMITS	OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? (Mandatory in N.H.)	<input type="checkbox"/>					E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
C	Crime			02LX0089961416	12/16/11	12/16/12	Limit: \$ 500,000	Ded: \$500
B	Professional Liability			41LX0089961326	12/16/11	12/16/12	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 on file with the insured. Oakland Unified School District, its Officers, Employees, Volunteers or Agents are named as additional Insured on General Liability as per attached CG2026.

<b>CERTIFICATE HOLDER</b>  Oakland Unified School District 1025 2nd Street Oakland, CA 94606	<b>CANCELLATION</b> 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 
--	---



Insured Name: Aspiranet  
Policy Number: 41LX0089961326  
Effective Dates: 12/16/11-12/16/12

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**

<b>Name of Additional Insured Person(s) or Organization(s)</b>
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.

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Date (MM/DD/YR)  
12/13/11

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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).


<b>PRODUCER</b> Heffeman Insurance Brokers 1350 Carback Avenue Walnut Creek, CA 94596 CA License #0564249		<b>CONTACT NAME:</b>	
		<b>PHONE (A/C, No, Ext):</b> 925-934-8500	<b>FAX (A/C, No):</b> 925-934-8278
		<b>EMAIL ADDRESS:</b>	
<b>INSURED</b> Aspiranet 400 Oyster Point Blvd., Suite 501 South San Francisco, CA 94080		<b>INSURERS AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> Wausau Underwriters Ins. Co.	<b>NAIC #</b> 26042
		<b>INSURER B:</b> Lexington Ins. Co.	19437
		<b>INSURER C:</b> Granite State Ins. Co.	23809
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

**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
B	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$25,000 Per Occurrence Deductible GEN'L. AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	X		41LX0089961326	12/16/11	12/16/12	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 200,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
C	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Comp Ded \$1,000 <input checked="" type="checkbox"/> Coll Ded \$1,000			02CA0038937066	12/16/11	12/16/12	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			41UD0002735336	12/16/11	12/16/12	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? (Mandatory in N.H.) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WCJ-291-448188011	07/01/11	07/01/12	<input checked="" type="checkbox"/> WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Crime - Employee Theft			02LX0089961418	12/18/11	12/18/12	Limit: \$ 500,000 Ded: \$500
B	Professional Liability - Claims Made Retro Date: 12/16/00			41LX0089981326	12/16/11	12/16/12	Each Wrongful Act \$ 1,000,000 Aggregate Limit \$ 3,000,000 Deductible - Each Wrongful Act \$ 25,000

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

<b>CERTIFICATE HOLDER</b>  Oakland Unified School District 1025 2nd Street Oakland, CA 94606	<b>CANCELLATION</b>  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 B	41LX0089961326	12/16/11 – 12/16/12	\$2,000,000 For each abuse of molestation incident \$2,000,000 Aggregate Limit of insurance for all abuse or molestation incidents
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Insured Name: Aspiranet  
Policy Number: 41LX0089961326  
Effective Dates: 12/16/11-12/16/12

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.



# EPLS

Excluded Parties List System

**Search Results Excluded By  
Firm, Entity, or Vessel : Aspiranet  
as of 31-May-2012 1:45 PM EDT**

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**Your search returned no results.**