

Board Office Use: Legislative File Info.	
File ID Number	13-0582
Introduction Date	4/19/13
Enactment Number	13-0622
Enactment Date	4/12/13 <i>o/s</i>



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

Memo

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

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

Board Meeting Date 4/12/13
(To be completed by Procurement)

Subject Individual Service Agreement Amendment - 1
Bay Area Community Resc San Rafael CA (Contractor, City/State) -
Bret Harte Middle School (site/department)

Action Requested Approval by the Governing Board of the amendment to the Individual Service Agreement between the District and Bay Area Community Resources. Services to be primarily provided to Bret Harte Middle School, decreasing the amount of the Individual Service Agreement from \$ 106,459.00 to a not to exceed \$ 87,559.00.

Background The original Individual Service Agreement is contracting services at the negotiated price, stated in the referenced Master MOU, approved by the Board of Education on June 27, 2012 (Enactment Number 12-1652). This amendment will decrease the current level of services beyond the initial plan as stated in the original contract for Option B: Cost for Middle School Lead Agency. The school is opting to utilize own district staff to provide services, reducing the charges to the cost above.

A one paragraph explanation of why an amendment is needed.

Discussion Approval by the Board of Education of Amendment No. 1 of the Individual Service Agreement to the Master Memorandum of Understanding between the District and Bay Area Community Resources, San Rafael, CA, for the latter to decrease the Menu of Service, Option B, Cost for Middle School Lead Agency for the after school program at Bret Harte Middle School for the period of July 1, 2012 through August 31, 2013, in the amount of \$18,900.00, decreasing the agreement from \$106,459.00 to a not to exceed amount of \$87,559.00. All other terms and conditions remain in full force and effect.

One paragraph summary of the amended scope of work.

Recommendation Approval by the Governing Board of the amendment to the Individual Service Agreement between the District and Bay Area Community Resources. Services to be primarily provided to Bret Harte Middle School, decreasing the amount of the Individual Service Agreement from \$ 106,459.00 to a not to exceed \$ 87,559.00.

Fiscal Impact Funding resource name (please spell out) After School Education and Safety (ASES) not to exceed \$ 18,900.00.

Attachments

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

Board Office Use: Legislative File Info.	
File ID Number	130582
Introduction Date	4/19/13
Enactment Number	13-0622
Enactment Date	4/19/13 OR



OAKLAND UNIFIED SCHOOL DISTRICT

Community Schools, Thriving Students

INDIVIDUAL SERVICE AGREEMENT (ISA) AMENDMENT NO. 1
 AGREEMENT TO **DECREASE** SERVICES UNDER A MASTER MEMORANDUM OF UNDERSTANDING

This Amendment is entered into between the Oakland Unified School District (OUSD) and Bay Area Community Resources (CONTRACTOR). OUSD entered into an Agreement with CONTRACTOR for services on July 1, 2012, and the parties agree to amend that Agreement as follows:

MASTER MOU – ORIGINAL ISA INFORMATION

VENDOR NAME	Bay Area Community Resources	LEGISTAR FILE ENACTMENT #	12-1652
SITE NUMBER / NAME	206 Bret Harte Middle School	AMOUNT OF ORIGINAL ISA	\$ 106,459.00
Original ISA Contract, or most recent ISA Contract Amendment period: 07/01/2012 (from date) to 08/31/2013 (end date).			

REDUCE ORDER OF SERVICES – SELECT APPROPRIATE BOX

Decrease in the amount of services (days, hours, etc) purchased in the original ISA.

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

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

Decrease in Type(s) of Service.

Service	Option B: Middle School Lead Agency	Fee	\$ 127,213.00	UNITS OF SERVICE	1	\$ 87,559.00
Service		Fee	\$	UNITS OF SERVICE		\$
Service		Fee	\$	UNITS OF SERVICE		\$
Subtotal						\$ 87,559.00

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

1a. School opting to utilize their own District staff to provide services, reducing the charges to the cost above.

Decreasing the ISA Not to Exceed Amount to: \$ 87,559.00

The Term (Duration) of the Individual Service Agreement remains unchanged.

The Term (Duration) has changed: The contract term is reduced _____ (days/weeks/months) and the amended expiration date is _____.

ISA Amendment History:

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

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

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

VENDOR	NAME	BAY AREA COMMUNITY RESOURCES	TITLE	CEO
SIGNATURE		<i>[Signature]</i>	DATE	3/18/2013
OUSD SITE ADMINISTRATOR	NAME	EDGAR RAKESTRAW, JR	TITLE	SECRETARY
SIGNATURE		<i>[Signature]</i>	DATE	3/20/13

APPROVAL BY THE BOARD OF EDUCATION

GARY YEE, PRESIDENT OF THE BOARD OF EDUCATION	<i>[Signature]</i>	DATE	4/1/13
EDGAR RAKESTRAW, JR SECRETARY, BOARD OF EDUCATION	<i>[Signature]</i>	DATE	4/1/13

Units of Service for Lead Agency: Bay Area Community Resources

Lead Agency Unit of Service for Elementary/Middle Schools

After School Services include:

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

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

After School program will serve up to 93 students (Elementary School) and 125 (Middle School). Services will be offered daily, Monday through Friday, from September – June. Program will begin immediately at the end of the regular school day and will stay open until 6pm daily.

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

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

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

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

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

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

Lead Agency Unit of Service for High Schools

Description of Services:

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

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

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

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

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

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

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

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

Lead agency unit of service includes programmatic and operational costs.

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

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

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

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

some of the basic lead agency services included in package above.

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

Other Specialized Services

Option E: Youth Leadership and Career Exploration

Structured weekly opportunities for youth to interact with trained mentors and engage in community service projects.

Cost: \$6,000 for two sessions/week, from Sept – June; service for up to 20 youth.

Option F: Specialized CAHSEE preparation

6 week CAHSEE prep intensive: 2 hours every day with up to 3 tutors utilizing *Moving Forward Education* curriculum provided by trained mentors throughout entire school year.

Cost: \$5,720

Option G: Specialized Title 1 Services

Specialized Title 1 services will provide underprivileged children an enriched and accelerated educational program, including the use of school wide curriculum/programs or additional services such as intervention that increases the amount and quality of instructional time.

Cost: \$12,000

Option H: Parent workshops

Specialized family events to foster parent involvement and understanding of how to provide academic support to children.

Cost: \$300 per 2-hour event, for up to 75 families

Option I: Farmers Market Services

Specialized health and nutrition activities for student to foster healthy eating and educate them on healthy eating by providing a produce stand on a weekly basis.

Cost: \$4,500 to include all school community members.

Option J: Physical Fitness

Specialized physical fitness activities may include: all seasonal sport leagues (but not limited to) basketball, flag football, soccer, and track/field. It may also include: martial arts, capoeira, yoga, recreational activities, wrestling, or other physical activity as needed.

Cost: \$12,000 per activity for 10 months up to 20 students served daily per activity

Option K: Visual or Performing Arts

Specialized services may included: Drama, Studio production, Drawing/ Painting/ Murals, Video/Photography, Spoken Word, Music, Hip Hop and Social Action, Dance and Cultural Dance, Drumming and cultural music, or other Visual and Performing Art programs as needed

Cost: \$12,000 per activity for 10 months up to 20 students served daily per activity

Option L: Health & Nutrition

Specialized health and nutrition activities for students to foster healthy eating and educate them on nutrition.

Cost: \$10,000 per activity for 10 months up to 20 students served daily per activity

BACR Mental Health Services

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

Cost: \$9,000 per year

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

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

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

BACR Summer Programming

Option P: Summer Programming Services: Variety of services to decrease the summer learning loss of youth by providing a safe, enriching, and dynamic summer program that involves the whole family and community. Services customized to meet school and community needs, and may include: STEM activities, Physical Fitness, Enrichment activities, and/or Fieldtrips.

Cost: \$20,000 for a 4 to 6 week summer program (approximately 3-6 hours/day) for up to 50 students

Additional Services for ASES/21st Century Elementary and Middle Schools

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

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

Cost: \$17,400

Option R: Equitable Access Services: Services customized to meet school needs, and may include: services to enhance student access to after school program; special support services for English learners and other high need students; translation services; and

services to promote conflict resolution and positive program climate.

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

Cost: \$21,750

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

2a. School opting to provide a portion of family literacy services with own staffing and resources.

2b. School opting to provide a portion of Equitable Access services with own staffing and resources.

2c. School providing own supplies to support family literacy or equitable access services.

2d. School partnering with other providers to provide a portion of family literacy or equitable access services.



CERTIFICATE OF LIABILITY INSURANCE

OP ID: SG

DATE (MM/DD/YYYY)

06/29/12

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

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

PRODUCER Farallone Pacific Insurance Services, License # 0F84441 859 Diablo Avenue Novato, CA 94947 Peter C. Schmale, ext 121	415-493-2500 415-493-2505	CONTACT NAME: Sindy Graham PHONE (A/C, No, Ext): 415-493-2166 E-MAIL ADDRESS: sgraham@fp-ins.com PRODUCER CUSTOMER ID #: BAYAR-3	FAX (A/C, No): 415-493-2505
INSURED Bay Area Community Resources, 171 Carlos Drive San Rafael, CA 94903-2005	INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: Philadelphia Indemnity Ins Co.	32760
		INSURER B: New York Marine and General	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Abuse Sublimit 1,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC	X		PHPK886325	07/01/12	07/01/13	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X		PHPK886325	07/01/12	07/01/13	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB387667	07/01/12	07/01/13	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A		N/A	WC201200001937	07/01/12	07/01/13	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability			PHPK886325	07/01/12	07/01/13	Each 1,000,000 Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Oakland Unified School District is named as Additional Insured, per the attached endorsement

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Sindy Graham

POLICY NUMBER: * PHPK886325
Bay Area Community Resources, Inc.

COMMERCIAL GENERAL LIABILITY

EFFECTIVE: * July 1, 2012 - 2013

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED — CONTROLLING INTEREST

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization

Oakland Unified School District


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

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

Search Results

Current Search Terms: Bay* Area* community* resources*

Your search for "Bay* Area* Community* Resources*" returned the following results...

Entity	BAY AREA COMMUNITY RESOURCES, INC.	Status: Active 
DUNS: 102947132	CAGE Code: 3VGW8	View Details
Has Active Exclusion?: No	DoDAAC:	

SAM | System for Award Management 1.0

IBM v1.794.20130318-2349

Note to all Users: This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.



Individual Service Agreement (ISA) Amendment Routing Form (Decrease)

Basic Directions

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

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

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

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

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

VENDOR INFORMATION

CONTRACTOR NAME	Bay Area Community Resources	CITY	San Rafael	STATE	CA
SITE /DEPT NAME	Bret Harte Middle School	SITE #	206		

BUDGET INFORMATION

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

SPSA ACTION ITEM NUMBER: _____ OR SPSA MODIFICATION DOCUMENTATION ATTACHED

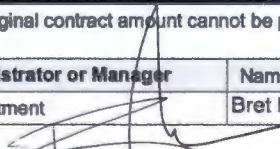


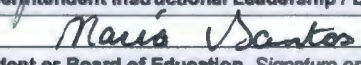
RESOURCE #	RESOURCE NAME	ORG KEY	REQ. NUMBER	AMOUNT
6010	Prop 49/ASES	2061553401	R0300656	\$ 18,900
				\$
				\$

Amount and Reason for Amendment

Original PO Number(s)	P1300726	Reason for Amendment to ISA (check appropriate box): <input checked="" type="checkbox"/> Decrease in number of units (days, hours, etc) of service. I would like to decrease days or hours of service purchased in the original ISA.
Original ISA Amount	\$ 106,459	
Amended ISA Amount	\$ 18,900	
New Total Contract Amount	\$ 87,559	

Approval and Routing (In order of approval steps)

Funds from the original contract amount cannot be provided before the amendment is fully approved and the Purchase Order amount has been decreased by Procurement.

1.	Site Administrator or Manager	Name Tom Hughes	Phone 510-531-6400	Fax 510-482-7272
	Site / Department	Bret Harte Middle School		
	Signature 	Date Approved		
2.	Resource Manager , if using funds managed by: <input type="checkbox"/> State and Federal <input type="checkbox"/> Quality, Community, School Development <input checked="" type="checkbox"/> Complementary Learning / After School Programs	Signature 	Date Approved	3/21/13
	Signature	Date Approved		
3.	Regional or Executive Officer	Signature 	Date Approved	
	Deputy Superintendent Instructional Leadership / Deputy Superintendent Business Operations	Signature 	Date Approved	3-22-2013
5.	Superintendent or Board of Education Signature on the legal contract			
Legal Required if not using standard contract		Approved	Denied - Reason	Date
Procurement	Date Received	PO Number		

Board Office Use: Legislative File Info.	
File ID Number	12-2083
Introduction Date	8/1/12
Enactment Number	12-2152
Enactment Date	8-1-12 <i>Y</i>



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

Memo

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

Board Meeting Date
 (To be completed by Procurement) August 15, 2012

Subject Individual Service Agreement - Master Memorandum of Understanding - Bay Area Community Resources (contractor) - 206/Bret Harte Middle School (site/department)

Action Requested Approval of the Individual Service Agreement to the Master Memorandum of Understanding (MOU) between District and Bay Area Community Resources, for services to be provided primarily to 206/Bret Harte Middle 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 12-1652).

Discussion
One paragraph summary of the scope of work. Approval by the Board of Education of an Individual Service Agreement to the Master Memorandum of Understanding (MOU) between the District and Bay Area Community Resources, San Rafael, CA, for the latter to provide their Menu Option B-Lead Agency Unit for Arts, Recreation, Leadership and Family Literary activities in its capacity as a Comprehensive After School Program Lead Agency at Bret Harte Middle School for the period of July 1, 2012 through August 31, 2013, in an amount not to exceed \$106,459.00, pursuant to the terms and conditions as specified in the MOU.

Recommendation Approval by the Board of Education of an Individual Service Agreement to the Master Memorandum of Understanding (MOU) between the District and Bay Area Community Resources for the latter to provide Arts, Recreation, Leadership and Family Literary activities in its capacity as a Comprehensive After School Program Lead Agency at 206/Bret Harte Middle School for the period of July 1, 2012 through August 31, 2013.

Fiscal Impact Funding resource name (please spell out) 6010/After School Education and Safety (ASES) Grant in an amount not to exceed \$106,459.00.

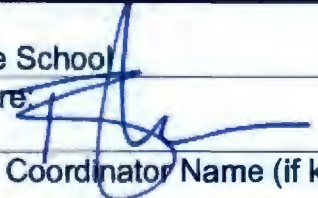
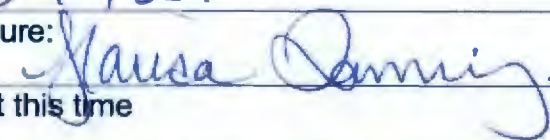
Attachments

- Memorandum of Understanding
- Certificate of Insurance
- Scope of Work
- Statement of qualifications

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

ASES and 21st CCLC After School Program Plan
Elementary & Middle Schools
2012 - 2013

SECTION 1: School Site Information

School Site: Bret Harte Middle School	Date: 5-29-12.
Principal Signature: 	Lead Agency Signature: 
After School Site Coordinator Name (if known at this time): Not known at this time	

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.

- After school participants will engage in intentional and meaningful opportunities by participating, on a daily basis, in an academic, enrichment, and physical fitness program.
- After school participants will feel physically and emotionally safe as a result of participating in the after school program, therefore, their connection with the school day will be notable through increased school day attendance
- As a result of participating in homework support centers, academic enrichment (STEM activities), and academic intervention (teacher led), on regular basis, we will show an improvement in students overall Math and English benchmark scores as well as the CST.

SECTION 3: OUSD Strategic Questions

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

Strategic Questions/Desired Outcomes	Strategic Activities:	Outcomes of Strategic Activities:	Data used to assess the strategic activities:
<i>As a result of our ASP efforts...</i>	<i>What after school strategic activities will support the desired outcomes?</i>	What short-term outcomes will you expect from your efforts by the end of the school year?	<i>What data will be collected to measure these outcomes?</i>
High School Graduation: How many more Oakland children are graduating from high school?	The ASP program supports HS Graduation by helping monitor academic success, helping students reflect on their behavior and plan for the future. We do this through: <ul style="list-style-type: none"> • Offering interest based and standards based enrichment activities that we offer on a daily basis. • Tracking Academic Success by working with teachers on a targeted Academic Plan and programming for youth 	<ul style="list-style-type: none"> • Increased alignment with CA state standards • Increased alignment with school day • Increased support efforts to improve youth's academic achievements • The majority of youth will understand, complete and turn in all homework • Coordinator will regularly attend SST meetings for specific students who need to work on daily goal setting and overall 	<ul style="list-style-type: none"> • District benchmark testing • School data sharing on academic and behavior progress • OFCY/OUSD surveys • SAYPQA Evaluation results

	<p>who are identified through data.</p> <ul style="list-style-type: none"> • Close communication with teachers on tracking homework completion. 	<p>behavior change.</p>	
<p>Satisfactory School Day Attendance: How many more Oakland children are attending school 95% or more?</p>	<p>Our program will promote increased attendance by:</p> <ul style="list-style-type: none"> • Providing incentives and celebrations to students with good attendance • Intervene when a student is showing a pattern of poor attendance during after school time. For example, we will have a policy in place that after 1 consecutive absence we will call parents to notify them of the absence. In addition, we will communicate closely with the school day in these cases, specifically to compare with school day attendance and inform them of chronic absences in the ASP. • Through parent meetings will talk about our attendance policy. We will work closely with families that need additional support around this. 	<ul style="list-style-type: none"> • Increased after school average daily attendance • Increased school day attendance for program participants 	<ul style="list-style-type: none"> • Daily and Monthly School day attendance reports • City span attendance reports • Clear attendance policies present • SAYPQ Scores and OFCY/OUSD survey

<p>Job Skills/Career readiness: How many more students have meaningful internships and/or paying jobs?</p>	<p>Our program will provide these opportunities through:</p> <ul style="list-style-type: none"> • A college day or career day opportunity for the youth will be planned. • We will engage in a planning phase of potentially offering internship opportunities to our middle school aged students. • Community mapping activities will also help students explore their surroundings to prepare for their future and think about what resources already surround them. 	<ul style="list-style-type: none"> • Our ASP culture and activities will reflect a college and career readiness approach. • Students will be able to tie their new skills into college and career pathways. • Students will focus on general goal setting, visioning and working collaboratively to solve problems and conflicts. 	<ul style="list-style-type: none"> • SAYPQ Scores and OFCY/OUSD survey • Daily closing activities and reflection time during after school time.
<p>Health and Well-being: How many more Oakland children have access to, and use, the health services they need?</p>	<p>Activities such as cooking/nutrition, sports, garden and mindful martial arts will provide our program a strong health/wellness focus.</p>	<ul style="list-style-type: none"> • Health and Wellness opportunities for all program participants through a variety of classes. 	<ul style="list-style-type: none"> • Student interest surveys and focus groups

SECTION 4: Program Model and Lead Agency Selection

For 2012-2013, my site will operate the following program model:

- Traditional After School:** *voluntary program open to all students, with enrollment priorities targeting certain students*
- Extended School Day:** *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*
- Blended/Hybrid:** *combination of some extended day and some traditional after school programming*

Description and Rationale for Selection of Lead Agency

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.)

The BACR philosophy about after school programs extends far beyond keeping children safe. We believe in providing a nurturing and enjoyable environment where students can improve their academic and life skills. We believe in integrating the principles and practices of youth development into all activities. Just as important, we see the schools, students, and parents as our customers. We believe it is our responsibility to understand and meet their needs.

This approach to after school programs is consistent with the BACR mission of serving youth and families, fostering volunteerism, and building community. As a large diverse community agency, BACR has the organizational capacity and infrastructure to maintain high quality while expanding our services.

SECTION 5: ATTENDANCE, PROGRAM DATES, AND PROGRAM SCHEDULE

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

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

Required # of Program Days your program will operate during School Year 2012-2013:	180 days required*
------------------------------------------------------------------------------------	---------------------------

Projected Daily Attendance during School Year 2012-2013:	111
----------------------------------------------------------	-----

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 Program Participants	<input checked="" type="checkbox"/> Homework Support <input checked="" type="checkbox"/> Tutoring <input type="checkbox"/> Skill Building <input type="checkbox"/> Academic Intervntn <input type="checkbox"/> Other	The after school program will focus on all area subjects, specifically English and Math	Program participants will understand and complete their homework on a daily basis. Homework reports will also be provided by the after school staff to communicate student progress to teachers and parents.	After School staff will assist students in completing their homework.	Structured guided practice Follow homework process set by the school day Enforce all homework procedures
2	All Program Participants	<input type="checkbox"/> Homework Support <input type="checkbox"/> Tutoring <input checked="" type="checkbox"/> Skill Building <input type="checkbox"/> Academic Intervntn <input type="checkbox"/> Other	STEM subject matters	Student progress will be tracked through assessment scores obtained from the Academic Liaison.	Program Participants will engage in STEM activities. The ASP staff will be trained in TechBridge and Fantasy Baseball curriculum to guide their instruction.	Fantasy baseball curriculum TechBridge curriculum
3	FB/BB Participants	<input type="checkbox"/> Homework Support <input type="checkbox"/> Tutoring <input type="checkbox"/> Skill Building <input checked="" type="checkbox"/> Academic Intervntn <input type="checkbox"/> Other	Students are placed in intervention courses based upon their CST scores, grades, teacher recommendations, SST referrals, etc	50% of participating students will achieve proficiency in CST and benchmark. (Math and English) 2013.	Certified Teachers will engage students in targeted academic intervention at least twice a week.	Certified Teachers utilizing CST strategies in small group instruction. Targeted curriculum

SECTION 7: ENRICHMENT & PHYSICAL ACTIVITY / RECREATION

Enrichment activities and physical activity/recreation are required components of the ASES and 21st Century grants. Enrichment activities should provide students with the opportunity to apply 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
Physical Fitness	<input checked="" type="checkbox"/> Student Identified <input checked="" type="checkbox"/> School Identified <input type="checkbox"/> Parent Identified <input type="checkbox"/> Other (specify)	Health and wellness.	All participants will learn basic information around exercise and healthy living. Students will develop organized sports skills—team building, sportsmanship, working collectively, and the importance of proper nutrition to sustainable output.	<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)	Get students involved in a healthy lifestyle so they will in turn make healthy choices Reduce childhood obesity and other health problems, such as asthma and diabetes.
Gardening/ Nutrition	<input type="checkbox"/> Student Identified <input checked="" type="checkbox"/> School Identified <input checked="" type="checkbox"/> Parent Identified <input type="checkbox"/> Other (specify)	Promote community building and development. Health and Wellness	Using the garden to design programming to reach out to parents and families through cooking courses and fruit/vegetable giveaways All participants will learn soil composition, food origins, sustainable living/eating, science, math and nutrition, insect life cycles and fertilization, appropriate use of	<input type="checkbox"/> College/Career Readiness <input checked="" type="checkbox"/> Social Skills/Conflict Res. <input checked="" type="checkbox"/> Leadership <input checked="" type="checkbox"/> Academic (specify) <input checked="" type="checkbox"/> Health/Fitness <input type="checkbox"/> Other (specify)	Make healthy food choices All participants will indicate that they had an opportunity to participate in garden class at least once per week.

			garden tools, and basic garden upkeep. They will develop a sense of community, pride and appreciation for their work.		
Cooking	<input checked="" type="checkbox"/> Student Identified <input checked="" type="checkbox"/> School Identified <input type="checkbox"/> Parent Identified <input type="checkbox"/> Other (specify)	Health and wellness	All grades will use basic cooking tools, learn about healthy and sustainable eating, and better understand the nutritional facts and food origins. They will also have the opportunity to prepare healthy meals.	<input type="checkbox"/> College/Career Readiness <input checked="" type="checkbox"/> Social Skills/Conflict Res. <input checked="" type="checkbox"/> Leadership <input checked="" type="checkbox"/> Academic (specify) <input checked="" type="checkbox"/> Health/Fitness <input type="checkbox"/> Other (specify)	<p>Learn skills in measurement, size, temperature Reinforce basic math/science skills</p> <p>They will make healthy meals using organically grown vegetables and fruits from the school garden.</p>
Hip Hop Dance	<input checked="" type="checkbox"/> Student Identified <input checked="" type="checkbox"/> School Identified <input type="checkbox"/> Parent Identified <input type="checkbox"/> Other (specify)	<p>Health and wellness.</p> <p>Meaningful student engagement.</p>	Students will learn a specific type of dance. Students will put together routines and perform for various audiences	<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)	<p>Get students involved in healthy lifestyles Become a cultivated member of society Build more of an appreciation of the performing arts</p>
Art	<input checked="" type="checkbox"/> Student Identified <input checked="" type="checkbox"/> School Identified <input type="checkbox"/> Parent Identified <input type="checkbox"/> Other (specify)	<p>Visual Arts</p> <p>Meaningful student engagement.</p>	Students will learn the different forms of art. They will do projects to go along with the different themes in the month. Art will help Students creatively express themselves through visual arts enhancing the school curriculum.	<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 type="checkbox"/> Health/Fitness <input type="checkbox"/> Other (specify)	<p>Build more of an appreciation of the arts Students get to exercise their creative talents using various approaches to art.</p>

Martial Arts	<input checked="" type="checkbox"/> Student Identified <input checked="" type="checkbox"/> School Identified <input type="checkbox"/> Parent Identified <input type="checkbox"/> Other (specify)	Health and wellness, Meaningful student engagement.		<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)	
Bike Club	<input checked="" type="checkbox"/> Student Identified <input checked="" type="checkbox"/> School Identified <input checked="" type="checkbox"/> Parent Identified <input type="checkbox"/> Other (specify)	Health and wellness.		<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)	
Student Leadership	<input checked="" type="checkbox"/> Student Identified <input type="checkbox"/> School Identified <input type="checkbox"/> Parent Identified <input type="checkbox"/> Other (specify)	Meaningful student engagement.	Students engage in leadership development designed to improve self-esteem, increase self-confidence, inspire social responsibility. Activities can include: conflict resolution, healthy communication, and identifying community leaders that embody similar values and reflect their community.	<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 type="checkbox"/> Health/Fitness <input type="checkbox"/> Other (specify)	Each student will learn to be a better and more responsible citizen
Seasonal Sports Basketball Football	<input checked="" type="checkbox"/> Student Identified <input checked="" type="checkbox"/> School Identified <input type="checkbox"/> Parent Identified <input type="checkbox"/> Other (specify)	Health and wellness.	Sports: All grades will learn basic information around exercise and healthy living. Students will develop organized sports skills–team building, sportsmanship, working collectively,	<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)	Physical fitness Team building Leadership Body awareness Community enhancement Self respect

			and the importance of proper nutrition to sustainable output. Sports/fitness includes intramural sports and conditioning.		
Boys and Girls Leadership Group	X Student Identified X School Identified <input type="checkbox"/> Parent Identified <input type="checkbox"/> Other (specify)	Meaningful student engagement.	This activity will promote team work and develop youth to be positive leaders who respect their community, themselves and others.	X College/Career Readiness X Social Skills/Conflict Res. X Leadership <input type="checkbox"/> Academic (specify) X Health/Fitness <input type="checkbox"/> Other (specify)	All ASP participants will indicate that they had an opportunity to develop their leadership skills Program participants will indicate that they have learned to be respectful of their peers and of adults in the after school program.

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 21st 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
Program Orientation	Parent involvement/engagement	Orientation prior to the beginning of the ASP program, explaining rules/regulations, disseminate schedules	Have at least 50% of parents/families attend. For those that do not attend reach out via phone or a one-on-one meeting.	Get support from site administration and teachers to increase recruitment efforts.

Winter/Spring Showcase	Excelling students may prove and display mastery via portfolio and project completion.	Students show off their knowledge of courses by performances and talent shows. This is a great way to recognize their work and contributions.	Have at least 75% of families attend.	Teachers and/or site administration will be present at showcases to support ASP and student activities.

SECTION 9: Chronic Absence Action Plan

Improving school day attendance for all students and reducing chronic absenteeism is one of the key OUSD's strategic goals. The district goal is that all students will attend school at least 95% of the required school days or more, thereby achieving ~~factory~~ factory 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.	Review attendance data and work with teachers/staff on obtaining referrals and recommendations.
b) Inform parents about the importance of attendance and encourage parents to help each other get their students to class.	Inform parents during orientation of attendance expectations, distribute registration form that outlines importance of attendance, notify parents when students are chronically absent, and place students with excessive absences on contract.
c) Track students with poor program attendance and reach out to find out why and how attendance could be improved.	Monitor attendance (work w/ attendance clerk to gather names of chronically absent students from school day, and compare day attendance with afterschool). Talk with students about the importance of regular attendance.
d) Celebrate good attendance and/or offer meaningful	Celebrate consistent attendance. Pizza parties for sports teams

<p>incentives to attract and reward students for attending our program.</p>	<p>to recognize consistent attendance. ASP staff will publically acknowledge good attendance with certificates and recognition during special events. They informally, on a daily basis acknowledge students.</p>
<p>SECTION 10: Coordination with Other Service Providers 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.</p>	
<p>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?</p>	<p>X COST team (Coordination of Services Team) X SST (Student Study Team) X SSC (School Site Council) <input type="checkbox"/> ELT (Educational Leadership Team) X PTA X Attendance Team/Workgroup <input type="checkbox"/> CSSSP (Community School Strategic Site Planning) team X School Culture/Climate Committee <input type="checkbox"/> Other (specify)</p>
<p>List key community partners whom you will actively collaborate with to accomplish the goals of your program.</p>	<p>Destiny Arts, Cycles of Change, OPR, Coaching Corps, Mo Better Foods, Oakland Food Connection, MESA, Tech Bridge</p>
<p>Identify other service providers and support personnel at your school (i.e. 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.</p>	<p>Teachers, Administration, School Nurse, SSO, Janitorial Staff, School Based Mental Health Team, Parent Liaison, Attendance Clerk, School Nurse,</p>

2012-13 After School Enrollment Policy for Bret Harte Middle School

OUSD has established district-wide guidelines for Target Population and Enrollment in ASES and 21st Century After School Programs. Within these guidelines, each school will create a site-specific After School Enrollment Policy 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	CST scores and end of year benchmarks. Referrals and recommendations made by teachers, counselors and other school staff.	
Students from socio-economically disadvantaged families/backgrounds	Application, school referrals, and knowledge of family history.	
English Language Learners	Referrals and recommendations made by teachers, counselors and other school staff.	
Students in need of being engaged in learning (including students who have already learned regular school day content and need additional academic enrichment).	CST scores and end of year benchmarks. Application, parent requests, and referrals and recommendations made by teachers, counselors and other school staff.	
Transitional Youth	Referrals and recommendations made by teachers, counselors and other school staff. and knowledge of family history.	

Student with siblings already enrolled in after school program based on above priorities.	Referrals and recommendations made by teachers and other school staff Parents will also provide this information	
Students who are Chronically Absent	Through attendance records, receive reports from attendance clerk.	

Grade levels prioritized for programming: 6th – 8th

Note: The ASES and 21st 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 enrollments before the last day of school, June 16, 2012.)

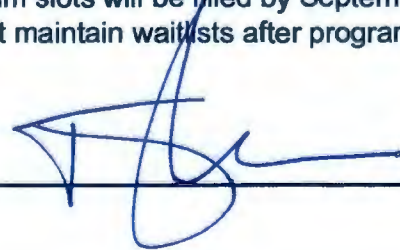
Timeline	After School Enrollment Steps/Process	Individual(s) responsible
June	Distribute Registration Forms to ASP parents, teachers, and post in school office	Program Manager
	Outreach to parents, teachers, community re: open enrollment and target population	Program Manager
	Publicize in PTA Newsletter, School Newsletter, ASP Newsletter	Program Manager and Principal
	Program Manager and Program Coordinator will request referrals and recommendations from AL	Program Manager and Program Coordinator

	and teachers.	
	Request a roster of current program participants	Program Manager and Principal
	Pre-Register Students (75% of total enrollment goal).	Program Coordinator
July	Send acceptance letters home	Program Coordinator
August	<p>Before school starts the ASP will have a parent orientation to go over policies, rules and structure and/or any comments/concerns and /or suggestions</p> <p>ASP will begin on first day of school 2012 at a minimum of 75% of total enrollment goal and ASP will continue to register students during the first week of school 2012 in order to reach 100% enrollment.</p>	Site Coordinator and Program Assistant
September	Publicize at teacher meetgts, PDs, SSC meetings, COST meetings.	Site Coordinator and Program Assistant

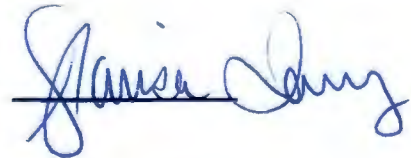
Important dates to include in your timeline:

- 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 1st 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: _____






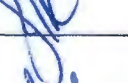

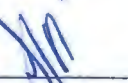



Lead Agency Signature: _____

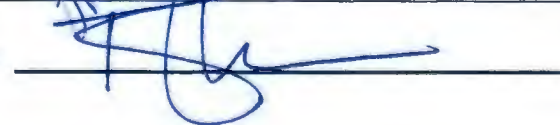


2012-13 Assurances for Grant Compliance and After School Alignment with School Day

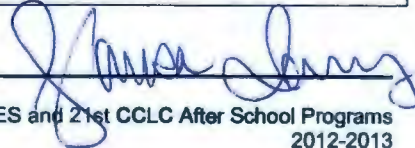
Principal and Lead Agency representative (i.e. Program Director and/or Site Coordinator) will review and discuss each assurance below, and initial next to each item to signify agreement. Attached separately are the following documents referenced below: 1) Grant Assurances signed by OUSD Superintendent, 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
TRH		Site Administrator and Lead Agency Director/Site Coordinator have reviewed the CA Dept of Education's ASES and/or 21 st Century Grant Assurances, and understand mandated grant compliance elements.
TRH		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.
TRH		Site Administrator will meet regularly with Site Coordinator to ensure program is meeting identified goals.
TRH		Site will share student outcome data to better refine program (Attendance data, EduSoft, Report Cards, IEP's, etc).
TRH		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.
TRH		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.
TRH		Site will invite Site Coordinator to participate on SSC, COST, SST, and CSSSP team to ensure coordination of services.
TRH		Site will coordinate the use of facilities and site level resources in support of program goals.
TRH		Site will provide Site Coordinator with office space that includes access to internet and phone.

Principal Signature: _____



Lead Agency Signature: _____



ASES and 21st CCLC After School Programs
2012-2013

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?

X Yes No

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

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

After School Coordinator will attend professional development retreat at the beginning of 12-13 school year where they will receive information regarding emergency drills and procedures. They will then hold their own staff orientations and trainings to share this information. In addition, staff will participate in at least to practice emergency drills following the school day emergency drills to familiarize themselves with the schools' crisis response.

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

X Yes No

Facility Keys

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

X 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.

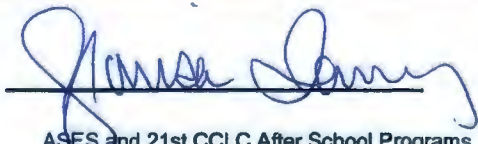
X Site will pay Extended time/Over time (ET/OT) to accommodate an after school SSO.

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

Principal Signature:



Lead Agency Signature:



2012-2013 Elementary/Middle School After School Program Budget

AFTER SCHOOL BUDGET PLANNING SPREADSHEET

ELEMENTARY & MIDDLE SCHOOLS 03 2012

Site Name:	Site #:	Average # of students to be served daily (ADA):	Resource #:	Program #:	Other Lead Agency Funds
Bret Harte	206		6910	1553	
			Lead Agency	Lead Agency	Lead Agency
TOTAL GRANT AWARD			\$150,000	\$86,528	\$0
CENTRAL COSTS: INDIRECT, ADMIN, EVAL, PD, CUSTODIAL, SUPPLIES					
	OUSD Indirect (4.25%)	\$6,115			
	OUSD ASPO admin, evaluation, and training/technical assistance costs	\$9,413			
	Custodial Staffing	\$4,935			
	Custodial Supplies	\$672			
TOTAL SITE ALLOCATION			\$126,064		
CERTIFICATED PERSONNEL					
1120	Academic Liaison REQUIRED	\$4,000			\$0
	X \$23.16/hr X 4 days/wk X 1.5 hrs/day X 33 weeks =				
1120	\$4,586 each = \$9,171	\$9,171			\$0
					\$0
	Total certificated	\$13,171			\$0
CLASSIFIED PERSONNEL					
2205	Site Coordinator (list here, if district employee)	\$0	\$0	\$0	\$0
2220	SSO	\$5,500			\$0
		\$0			
	Total classified	\$5,500	\$0	\$0	\$0
BENEFITS					
3000's	Employee Benefits for Additional Time (20% of total salaries paid as extended contracts or overtime)	\$3,734			
3000's	Employee Benefits for Salaried Employees (40%)	\$0			
3000's	Lead Agency benefits (rate: 25 %)		\$0		
	Total benefits	\$3,734	\$0	\$0	\$0
BOOKS AND SUPPLIES					
4310	Supplies (OUSD only, except for Summer Supplemental)	\$0		\$4,926	\$0
4310	Curriculum (OUSD only)	\$0			\$0
5829	Trainings	\$0		\$300	\$0
4420	Equipment (OUSD only)	\$0			\$0
	Communications			\$1,200	
	Total books and supplies	\$0	\$0	\$6,426	\$0
CONTRACTED SERVICES					
5825	BACR Site Coordinator (\$43,000 salary + Fringe @ 25% = \$10,750) Total salary + fringe = \$53,750	\$0	\$40,913	\$12,837	
5825	Youth Leaders (4 YL @ \$14/hr X 20 hrs/wk X 37 weeks = \$10,360 X 4 YL = \$41,440 fringe 25% - \$10,360) Total salary + fringe = \$51,760	\$0	\$30,000	\$21,760	
	Additional Time for PD and Short Days			\$2,425	

RECEIVED
MAY 29 2012
By 8

2012-2013 Elementary/Middle School After School Program Budget

5825	Program Assistant & Art Instructor (\$26,048 salary @ 10 month + fringe 25% = \$6,512) Total salary + fringe = \$32,560			\$25,000	\$7,560			
5825	BACR Program Manager (Professional Development, Training, Coaching, Staff Observations, general feedback for program quality): 13% of \$80,000; fringe @ 25% = \$7750. Total with fringe = \$9688			\$0	\$9,688			
5825	Destiny Arts (Dance and Martial Arts)				\$9,500			
5825	Cycles of Change (total cost \$16,000, ASP contribution is \$7,000)			\$0	\$7,000			
5825	Gardening Contractor (TBD \$7,000)			\$6,250	\$750			
5825					\$0			
5825				\$0	\$0			
5825			\$0	\$0	\$0			
5825					\$0			
5825					\$0			
Total services			\$0	\$102,163	\$71,520	\$0	\$0	\$0

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 \$)		\$4,296	\$8,582			\$0
---------------------------------------------------	--	---------	---------	--	--	-----

SUBTOTALS

Subtotals DIRECT SERVICE	\$26,337	\$102,163	\$77,946	\$0	\$0	\$0
Subtotals Admin/Indirect	\$18,204	\$4,296	\$8,582	\$0		\$0

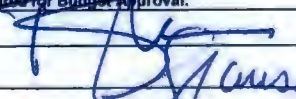
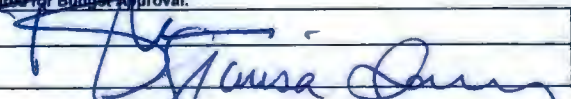
TOTALS

Total budgeted per column		\$43,541	\$106,459	\$86,528	\$0	\$0	\$0
Total BUDGETED	100	\$150,000	\$86,528	\$0	\$0	\$0	
BALANCE remaining to allocate		\$0	\$0				
TOTAL GRANT AWARD/ALLOCATION TO SITE		\$150,000	\$86,528				

ASES MATCH REQUIREMENT:
ASES requires a 3:1 match for every grant award dollar awarded.

Total Match amount required for this grant:	50,000
Facilities count toward 25% of this match requirement:	12,500
Remaining match amount required:	37,500
Match should be met by combined OFCY funds, other site funds, private dollars, and in-kind resources. This total equals:	86,528
Total Match amount left to meet:	-49,028

Required Signatures for Budget Approval:

Principal:	
Lead Agency:	

5/29/12

Bret Harte After School Program 2012-2013

TIME	MONDAY	TUESDAY	TIME	WEDNESDAY	THURSDAY	FRIDAY
			1:00 - 2:30	STEM Activities		
			2:30 - 3:00	Organized Recreation		
3:00-4:15	Homework Clubs and STEM Activities	Homework Clubs and Small Group Academic Intervention	3:00-4:15	Homework Clubs	Homework Clubs and Small Group Academic Intervention	Homework Clubs and STEM Activities
4:15 - 4:30	Snack & Community Building	Snack & Community Building	4:15 - 4:30	Snack & Community Building	Snack & Community Building	Snack & Community Building
4:30 - 5:45	Organized Sports, Art, Gardening, Martial Arts, Cycles of Change, Leadership class	Organized Sports, Art, Gardening, Cooking, Cycles of Change, Leadership class	4:30 - 5:45	Organized Sports, Art, Gardening, Hip Hop Dance, Cycles of Change, Leadership class	Organized Sports, Art, Gardening, Cooking, Cycles of Change, Leadership class	Organized Sports, Art, Gardening, Cycles of Change, Leadership class
5:45 - 6:00	Closing & Reflection	Closing & Reflection	5:30-6:00	Closing & Reflection	Closing & Reflection	Closing & Reflection

Bay Area Community Resources After School Programs

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

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

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

OUR VALUES

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

PROGRAM MODEL

Academic Assistance

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

Enrichment

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

Recreation

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

Showcases

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

EVIDENCE OF OUTCOMES

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

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

Recent Oakland elementary school surveys showed positive outcomes:

Students

Program Runs Effectively

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

Benefits from Participating

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

Parents

Program Runs Effectively

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

Benefits from Child Participating

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

ADVANTAGES FOR PARTNER SCHOOLS

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

BACR AS A FISCAL SPONSOR

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

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

CONTACT US

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

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

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

Visit our website: www.bacr.org

Board Office Use: Legislative File Info.	
File ID Number	12-2083
Introduction Date	8/1/12
Enactment Number	12-2152
Enactment Date	8-1-12



OAKLAND UNIFIED SCHOOL DISTRICT

Community Schools, Thriving Students

INDIVIDUAL SERVICE AGREEMENT (ISA) 2012-2013

MASTER MOU INFORMATION

VENDOR NAME	Bay Area Community Resources		
VENDOR #	1001628	ENACTMENT #	12-1652
SITE / DEPT NAME	Bret Harte Middle School	SITE #	206
OUSD STAFF CONTACT - EMAILS ABOUT THIS CONTRACT SHOULD BE SENT TO:		tom.hughes@ousd.k12.ca.us	

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

SERVICE AND UNIT OF SERVICE (SEE EXHIBIT A OF MASTER MOU FOR A FULL DESCRIPTION OF SCOPE OF WORK AND MENU OF SERVICES)	GRADE LEVEL(S) SERVED	RATE PER UNIT	DESIRED UNITS	AMOUNT (DESIRED UNITS TIMES RATE PER UNIT)
B-Lead Agency Cost for Middle School	6-8	\$ 127,213	1	\$ 106,459
		\$		\$
		\$		\$
TOTAL AMOUNT				\$ 106,459

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

1a. School opting to utilize own teachers to provide academic services, 1d. School opting to fund School Safety Officer, and 1e. School opting to fund academic liaison. All reducing above costs.

BUDGET INFORMATION

REQUISITION NUMBER	R0300656	START DATE	07/01/2012	END DATE	08/31/2013
RESOURCE #	RESOURCE NAME	ORG KEY		AMOUNT	
6010	ASES	2061553401		\$ 106,459	
				\$	
				\$	

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

VENDOR	NAME	MARTIN WEINSTEIN	TITLE	CEO
SIGNATURE			DATE	6/20/12
OUSD SITE ADMINISTRATOR	NAME	TOM HUGHES	TITLE	PRINCIPAL
SIGNATURE			DATE	6/20/12

APPROVAL

IF USING FUNDS REVIEWED BY STATE AND FEDERAL PROGRAMS OR Quality Community School Development

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

RESOURCE MANAGER, if using funds managed by:

State and Federal Quality Community School Development After School Programs

SIGNATURE		DATE	7-9-12
SIGNATURE		DATE	
NETWORK OR DEPARTMENT EXECUTIVE OFFICER			
SIGNATURE		DATE	7-16-12
PRESIDENT AND THE SECRETARY OF THE BOARD OF EDUCATION			
SIGNATURE		DATE	8/2/12
SIGNATURE		DATE	8/2/12

Board Office Use: Legislative File Info.	
File ID Number	12-1418
Introduction Date	6-27-12
Enactment Number	12-1652
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 Bay Area Community Resources

ACTION REQUESTED

Authorize the President and Secretary of the Board to enter into and execute a Memorandum of Understanding with Bay Area Community Resources, on behalf of the District to provide services to students. This establishes a one year relationship with Bay Area Community Resources, and a Not-To-Exceed amount of \$2,974,784.00. This amount is projected using historical cost data, known changes to the number of sites served and expected available grant funding allowable.

BACKGROUND

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

A Menu of Services was established that would allow a principal to "Order" from the Menu using the Individual Service Agreement (ISA). This is essential to promoting transparency of services, and the costs of those services, between like schools. Each Individual Service Agreement will be submitted to the board for ratification. In the event that this vendor receives more orders for service than anticipated, an amendment to this MOU will request a new not-to-exceed amount.



DISCUSSION

Vendor: Bay Area Community Resources

Overview of Services: Bay Area Community Resources contracts with schools to be a lead agency to provide high quality after school programming consisting of academic enrichment and recreational physical activities family literacy and targeted Equitable Access services to students that are high risk to meet grant compliance of ASES and 21st Century grants.

Not-To-Exceed Amount: \$2,974,784.00

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

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

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

FISCAL IMPACT

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



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

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 Bay Area Community Resources in an amount Not-To-Exceed \$2,974,784.00.

ATTACHMENTS: Master MOU

Board Office Use: Legislative File Info.	
File ID Number	12-1418
Introduction Date	6-27-12
Enactment Number	12-1652
Enactment Date	6/27/12



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

**MEMORANDUM OF UNDERSTANDING
BETWEEN
OAKLAND UNIFIED SCHOOL DISTRICT and
Bay Area Community Resources
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 Bay Area Community Resources (hereinafter "CONTRACTOR"), to provide services to OUSD as described and stated in full in the Individual Service Agreement(s).

Cumulative Amount of ISA(s) NOT TO EXCEED \$ 2,974,784.00

- 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
- 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	Martin Weinstein
Title	
Agency	Bay Area Community Resources
Address	171 Carlos Drive
City, State, Zip	San Rafael, CA 94903
Phone	(510) 418-4952

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/eplis/search.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 ADDENDEM(S) ATTACHED

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

- | Yes | No | |
|-------------------------------------|--------------------------|-------------------------------------------------------|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | ASES PROGRAM GRANT (Elementary / Middle) |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | 21st CCLC ASSET GRANT (High School) |
| <input type="checkbox"/> | <input type="checkbox"/> | FIELDTRIPS ONLY |

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



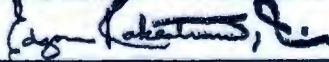
CONTRACTOR

Date: 5/27/2012



President, Board of Education
Oakland Unified School District

Date: 6/28/12



Secretary, Board of Education
Oakland Unified School District

Date: 6/28/12