

Board Office Use: Legislative File Info.	
File ID Number	13-1714
Introduction Date	8/28/13
Enactment Number	13-1745
Enactment Date	8-28-13 4



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

Memo

To Board of Education

From Gary Yee, Ed.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 28, 2013

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

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

Background
A one paragraph explanation of why the consultant's services are needed. The attached Individual Service Agreement is the contracting of services at the negotiated price, stated in the referenced Master MOU, approved by the Board of Education on June 26, 2013 (Enactment number 13-1213).

Discussion
One paragraph summary of the scope of work. Approval by the Board of Education of an Individual Service Agreement to the Master Memorandum of Understanding (MOU) between the District and Bay Area Community Resources, San Rafael, CA, for the latter to provide their Menu Option A-Lead Agency Unit for Arts, Recreation, Leadership and Family Literary activities in its capacity as a Comprehensive After School Program Lead Agency at Emerson Elementary School for the period of July 1, 2013 through August 22, 2014, in an amount not to exceed \$93,959.00, pursuant to the terms and conditions as specified in the MOU.

Recommendation Approval by the Board of Education of an Individual Service Agreement to the Master Memorandum of Understanding (MOU) between the District and Bay Area Community Resources for the latter to provide Arts, Recreation, Leadership and Family Literary activities in its capacity as a Comprehensive After School Program Lead Agency at Emerson Elementary School for the period July 1, 2013 through August 22, 2014.

Fiscal Impact Funding Resource: 6010/After School Education and Safety (ASES) Grant in an amount not to exceed \$93,959.00.

Attachments

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

Board Office Use: Legislative File Info.	
File ID Number	13-174
Introduction Date	8/28/13
Enactment Number	13-1745
Enactment Date	8-28-13



OAKLAND UNIFIED SCHOOL DISTRICT

Community Schools, Thriving Students

INDIVIDUAL SERVICE AGREEMENT (ISA) 2013-2014

MASTER MOU INFORMATION

VENDOR NAME	Bay Area Community Resources		
VENDOR #	1001628	ENACTMENT #	13-1213
SITE / DEPT NAME	Emerson Elementary	SITE #	115
OUSD STAFF CONTACT - EMAILS ABOUT THIS CONTRACT SHOULD BE SENT TO:		Kathrene.hatzke@ousd.k12.ca.us	

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

SERVICE AND UNIT OF SERVICE (SEE EXHIBIT A OF MASTER MOU FOR A FULL DESCRIPTION OF SCOPE OF WORK AND MENU OF SERVICES)	GRADE LEVEL(S) SERVED	RATE PER UNIT	DESIRED UNITS	AMOUNT (DESIRED UNITS TIMES RATE PER UNIT)
A-Lead Agency Unit for Elementary	K-5	\$ 94,358	1	\$ 93,959
		\$		\$
		\$		\$
TOTAL AMOUNT				\$ 93,959

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, reducing the academic programming charges to the cost above.

BUDGET INFORMATION

REQUISITION NUMBER	R0400800	START DATE	July 1, 2013	END DATE	August 22, 2014
RESOURCE #	6010	RESOURCE NAME	ASES	ORG KEY	1151553401
				AMOUNT	\$ 93,959.00
				AMOUNT	\$
				AMOUNT	\$

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	7/16/13
OUSD SITE ADMINISTRATOR	NAME	KATHRENE HATZKE	TITLE	PRINCIPAL
SIGNATURE			DATE	6/21/13

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	7-16-13
SIGNATURE		DATE	
NETWORK OR DEPARTMENT EXECUTIVE OFFICER			
SIGNATURE		DATE	7/16/13
PRESIDENT AND THE SECRETARY OF THE BOARD OF EDUCATION			
SIGNATURE		DATE	8-29-13
SIGNATURE		DATE	8-29-13

AFTER SCHOOL BUDGET PLANNING SPREADSHEET

ELEMENTARY & MIDDLE SCHOOLS 05.14.13

Site Name:	Emerson		ASES		OFCY	Program Fees (if applicable)	Other School Site Funds	Other Lead Agency Funds
Site #:	115		Resource 6010, Program 1553					
Average # of students to be served daily (ADA):		%	OUSD	Lead Agency	Grantee:	Lead Agency	OUSD	Lead Agency
TOTAL GRANT AWARD			\$112,500		\$67,000	\$0	\$0	\$0
CENTRAL COSTS: INDIRECT, ADMIN, EVAL, PD, CUSTODIAL, SUPPLIES								
	OUSD Indirect (5%)		\$5,357					
	OUSD ASPO admin, evaluation, and training/technical assistance costs		\$7,009					
	Custodial Staffing and Supplies at 3.17%		\$3,174					
TOTAL SITE ALLOCATION			\$96,959					
CERTIFICATED PERSONNEL								
1120	Academic Liaison/Quality Support Coach REQUIRED		\$2,500				\$0	
1120	Certificated Teacher Extended Contracts		\$0				\$0	
							\$0	
	Total certificated		\$2,500				\$0	
CLASSIFIED PERSONNEL								
2205	Site Coordinator (list here, if district employee)		\$0	\$0	\$0		\$0	\$0
2220	SSO		\$0				\$0	
			\$0					
	Total classified		\$0	\$0	\$0		\$0	\$0
BENEFITS								
3000's	Employee Benefits for Additional Time (20% of total salaries paid as extended contracts or overtime)		\$500					
3000's	Employee Benefits for Salaried Employees (40%)		\$0					
3000's	Lead Agency benefits (rate: 25 %)			\$0				
	Total benefits		\$500	\$0	\$0		\$0	\$0
BOOKS AND SUPPLIES								
4310	Supplies (OUSD only, except for Summer Supplemental)		\$0		\$1,347		\$0	\$0
4310	Curriculum (OUSD only)		\$0				\$0	\$0
5829	Field Trips		\$0				\$0	\$0
4420	Equipment (OUSD only)		\$0				\$0	\$0
	Travel				\$120			
	Telephone				\$1,200			
	Trainings (CPS, Classroom Mgmnt, Lesson Planning)				\$150			
	Training: Summer Institute				\$150			
	Total books and supplies		\$0	\$0	\$2,967		\$0	\$0
CONTRACTED SERVICES								
5825	Site Coordinator (salary, \$46,000 + \$11,500 (Fringe) = \$57,500 Total.		\$0	\$49,833	\$7,667			
5825	BACR Program Manager				\$7,750			
5825	Academic Instructor/Enrichment Facilitator/Kinder Instructor (Youth Leader will be paid at \$15/hr x 21.5 hrs/wk x 36 wks/180days = \$11,610 + \$2,902.5 (Fringe) = \$14,512.5)			\$11,813	\$2,700			
5825	Academic Instructor/Enrichment Facilitator/Fitness Instructor (\$15/hr x 21.5 hrs/wk x 36 wks/180 days = \$11,610 + \$2,902.5 (Fringe) = \$14,512)			\$7,593	\$6,919			

2013-2014 Elementary/Middle School After School Program Budget

	Academic Instructor/Enrichment Facilitator: (\$15 x 21.5 x 36 wks/180 days = \$11,610 + \$2,5902.5 (Fringe) = \$14,512			\$12,512	\$2,000			
	Academic Instructor/Enrichment Facilitator/3rd-5th Boys Group (\$15/hr x 26 hrs/wk x 36 wks/180 days = \$14,040 + \$3,510 (Fringe) = \$17,550)				\$17,550			
	Academic Instructor/Enrichment Facilitator/1st-2nd Grade Boys (Youth Leader will be paid at \$15/hr x 21.5 hrs/wk x 36 wks/180 days = \$11,610 + \$2,902.5 (Fringe) = \$14,512.5)			\$5,475	\$9,038			
5825	Additional Staff Support (Professional Days, Short Days and Training \$2,284+ Fringe \$571 = \$3,125)				\$2,855			
5825	Subcontractor: UC BUILD			\$3,717	\$695			
5825	Subcontractor: TechGyrls (YWCA)				\$160			
	Total services			\$0	\$90,943	\$57,334	\$0	\$0

IN-KIND DIRECT SERVICES

	Personnel Off-Site (East Bay Director (\$2,160)						\$0	\$2,160
	Volunteer Coordinator (2.9% FTE per site - \$840)						\$0	\$840
	Director of Academics							\$2,000
	Administrative Assistant							\$1,217
	Total value of in-kind direct services						\$0	\$6,217

LEAD AGENCY ADMINISTRATIVE COSTS

	Lead Agency admin (4% max of total contracted \$)			\$3,016.52	\$6,700			\$0
--	---	--	--	------------	---------	--	--	-----

SUBTOTALS

	Subtotals DIRECT SERVICE	85	\$4,682	\$90,943	\$60,300	\$0	\$0	\$6,217
	Subtotals Admin/Indirect	15	\$13,858	\$3,017	\$6,700	\$0		\$0

TOTALS

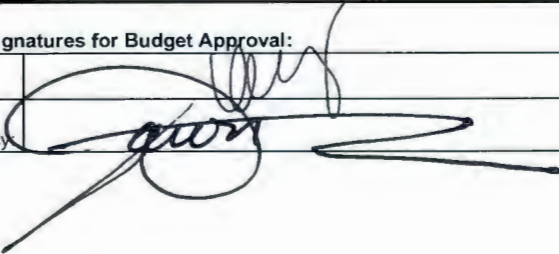
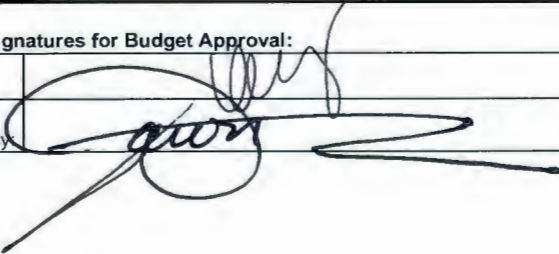
	Total budgeted per column		\$18,541	\$93,959	\$67,000	\$0	\$0	\$6,217
	Total BUDGETED	100	\$112,500		\$67,000	\$0	\$0	\$6,217
	BALANCE remaining to allocate		\$0		\$0			
	TOTAL GRANT AWARD/ALLOCATION TO SITE		\$112,500		\$67,000			

ASES MATCH REQUIREMENT:

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

Total Match amount required for this grant:	37,500
Facilities count toward 25% of this match requirement:	9,375
Remaining match amount required:	28,125
Match should be met by combined OFCY funds, other site funds, private dollars, and in-kind resources. This total equals:	67,000
Total Match amount left to meet:	-38,875

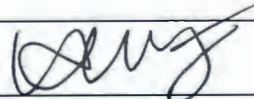
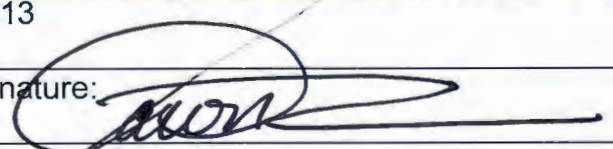
Required Signatures for Budget Approval:

Principal:	
Lead Agency:	

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
2013 - 2014

SECTION 1: School Site Information

School Site: Emerson Elementary	Date: May 22, 2013
Principal Signature: 	Lead Agency Signature: 
After School Site Coordinator Name (if known at this time): Verna Springer	

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-Harvest of the Month, Gardening
- 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.

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

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>	<i>What short-term outcomes will you expect from your efforts by the end of the school year?</i>	<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 will have structured academic intervention.	Increase the number of students at grade level standards by 20%.	District Benchmarks, CST data, teacher and tutor assessments, F&P Running Records.
Satisfactory School Day Attendance: How many more Oakland children are attending school 95% or more?	The ASP will review attendance data and implement quarterly reward ceremonies for students with improved attendance. In partnership with the school, the ASP will help reach out to parents to educate, distribute fliers.	Increased parental awareness of attendance requirements, decrease in chronic absences, and decreased number of students arriving late.	Attendance data, teacher input.
Job Skills/Career readiness: How many more students have meaningful internships and/or paying jobs?			
Health and Well-being: How many more Oakland children have access to, and use, the			

health services they need?			
SECTION 4: Program Model and Lead Agency Selection			
For 2013-2014, my site will operate the following program model:			
<input checked="" type="checkbox"/> Traditional After School: <i>voluntary program open to all students, with enrollment priorities targeting certain students</i> <input type="checkbox"/> Extended School Day: <i>additional class periods added to the bell schedule during after school hours for students of a particular grade and/or all students of the school</i> <input type="checkbox"/> Blended/Hybrid: <i>combination of some extended day and some traditional after school programming</i>			
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.			
<p>The BACR philosophy about after school programs extends far beyond keeping children safe. BACR believes in providing a nurturing and enjoyable environment where students can improve their academic and life skills. BACR believes in integrating the principles and practices of youth development into all activities. Just as important, BACR sees the school, students and parents as customers, and believe it is their responsibility to understand and meet their needs. This approach to after school programs is consistent with the BACR mission of serving youth and families, fostering volunteerism, and building community. As a large, diverse agency, BACR has the organizational capacity and infrastructure to maintain high quality while expanding services.</p>			
SECTION 5: ATTENDANCE, PROGRAM DATES, AND PROGRAM SCHEDULE			
<p>In order to remain in compliance and meet minimum funding requirements, the after school program must commence immediately upon the conclusion of the regular day and operate at least until 6pm <i>on every regular school day</i> for elementary and middle schools. (EC 8483)</p> <p>High school programs are required to operate a minimum of 15 hours per week.</p>			
Required # of Program Days your program will operate during School Year 2013-2014:			180 days required*
Projected Daily Attendance during School Year 2013-2014:			90
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. Families must be notified of these program closure dates in advance, and the lead agency must maintain documentation of professional development activities offered on these dates.

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) 4 days/wk: 1.5 hrs of academic enrichment, including tutoring & reading	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 checked="" type="checkbox"/> Skill Building <input checked="" type="checkbox"/> Academic Intervntn <input type="checkbox"/> Other	"...Students will receive support in homework four-days a week which builds upon the standards and skills they are taught during the regular school day..."	All students will participate in homework support.	Groups of no more than 20 students will be supported by 1 to 2 adults towards homework success 4days per wk. 1.5hrs	AL to work closely with ASP to support academic proficiency Using the school day curriculum and hw description
2	Students in need of academic intervention	<input checked="" type="checkbox"/> Homework Support <input checked="" type="checkbox"/> Tutoring <input type="checkbox"/> Skill Building <input checked="" type="checkbox"/> Academic Intervntn <input type="checkbox"/> Other	"...students will receive support to reach grade-level standards as evidenced by the Language Arts and Math sections of the CST..."	90% of participating students will receive support to growth toward the grade level or above.	Small groups of no more than 3-6 students will be guided through subject based standards 1 hr 2-3 days per week	Using the school day curriculum and hw description. ASP will work w/ AL to identify students and provide comprehensive plans.
3	Girls in need of engagement	<input type="checkbox"/> Homework Support <input type="checkbox"/> Tutoring <input checked="" type="checkbox"/> Skill Building	"...Students will also participate in a variety of enrichment activities including	15- 3 rd , 4 th and 5 th grade girls will participate one day per week.	6-8 adults will teach financial management skills while building	YWCA Tutor/Mentors TechGRYLS will work with the girls on a designated

		<input type="checkbox"/> Academic Intervntn <input type="checkbox"/> Other	art, music, gardening, cooking, and sports. These activities support the students in becoming well-rounded citizens who participate in their communities..."		computer competency.	curriculum.
4	Students fr/ economically disadvantgd. background	<input checked="" type="checkbox"/> Homework Support <input checked="" type="checkbox"/> Tutoring <input checked="" type="checkbox"/> Skill Building <input checked="" type="checkbox"/> Academic Intervntn <input type="checkbox"/> Other	"...students will receive support to reach grade-level standards as evidenced by the Language Arts and Math sections of the CST..."	Participate in hw support, acquiring coping skills by working with positive role models.	Student will engage in academic support and enrichment activities	Using the school day curriculum and hw description. Work w/ AL to identify students and provide comprehensive plan. Provide quality enrichment. Balanced literacy will be used.
5	Students w/ siblings	<input checked="" type="checkbox"/> Homework Support <input checked="" type="checkbox"/> Tutoring <input checked="" type="checkbox"/> Skill Building <input type="checkbox"/> Academic Intervntn <input type="checkbox"/> Other	"...students will receive support to reach grade-level standards as evidenced by the Language Arts and Math sections of the CST..."	Sprrt family engagement. Siblings participate in hw support, acquiring coping skills by working with positive role models.	Student will engage in academic support and enrichment activities.	Using the school day curriculum and hw description. Work w/ AL to identify students and provide comprehensive plans when needed. Provide quality enrichment.
6	Students in need of engagement	<input type="checkbox"/> Homework Support <input type="checkbox"/> Tutoring <input checked="" type="checkbox"/> Skill Building <input type="checkbox"/> Academic Intervntn <input type="checkbox"/> Other	"...Students will also participate in a variety of enrichment activities including art, music, and sports. These activities support the students in becoming well-rounded citizens who participate in their communities..."	100% of students will be engaged in an enrichment activity that develops leadership and goal setting, increases self-esteem, and builds positive social interaction.	Students will be assigned a variety of enrichment activities based on their intake applications.	Strategies will be aligned with school day expectations and policies.
7	Chronic Absenteeism	<input checked="" type="checkbox"/> Homework Support <input type="checkbox"/> Tutoring <input checked="" type="checkbox"/> Skill Building <input checked="" type="checkbox"/> Academic	The ASP Coordinator or Program Assistant will work closely with the attendance clerk.	Talk to and work with students who are having issues with attendance to clearly identify challenges.	Parents will be notified of chronic absenteeism from the ASP by a letter or phone call.	Strategies will be aligned with school day expectations and policies.

		Intervntn <input type="checkbox"/> Other			
SECTION 7: ENRICHMENT & PHYSICAL ACTIVITY / RECREATION Enrichment activities and physical activity/recreation are required components of the ASES and 21 st 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 Enrich-ment	Rationale	CSSSP goal(s) or school need supported by activity	Brief Description	Targeted Skills	Measurable Outcome
Physical Activity/ Fitness -Tennis -Year-round sports	<input checked="" type="checkbox"/> Student Identified <input type="checkbox"/> School Identified <input type="checkbox"/> Parent Identified <input type="checkbox"/> Other (specify)	...Students will also participate in a variety of enrichment activities including art, music, and sports. These activities support the students in becoming well-rounded citizens who participate in their communities..." Pg 5	All grades will learn basic information around exercise and healthy living. Students will develop organized sports skills—team building, sportsmanship, working collectively, and the importance of proper nutrition to sustainable output. Sports/fitness includes intramural sports and conditioning.	<input checked="" type="checkbox"/> Conflict Resolution <input checked="" type="checkbox"/> Social Skills <input checked="" type="checkbox"/> Leadership <input type="checkbox"/> Academic (specify) <input checked="" type="checkbox"/> Health/Fitness <input type="checkbox"/> Other (specify)	Students will make healthier nutritional choices and be aware of their physical fitness abilities and output.
Gardening/ Nutrition* <i>(*required for sites applying for OFCY gardening grants.)</i>	<input checked="" type="checkbox"/> Student Identified <input type="checkbox"/> School Identified <input type="checkbox"/> Parent Identified <input type="checkbox"/> Other (specify)	...Students will also participate in a variety of enrichment activities including art, music, and sports. These activities support the students in becoming well-rounded citizens who participate in their communities..." Pg 5	All grades will learn soil composition, food origins, sustainable living/eating, planting cycles, science, math, nutrition, insect life cycles and fertilizations, appropriate use of garden tools, and basic garden upkeep. They will develop a sense of community,	<input type="checkbox"/> Conflict Resolution <input checked="" type="checkbox"/> Social Skills <input type="checkbox"/> Leadership <input type="checkbox"/> Academic (specify) <input checked="" type="checkbox"/> Health/Fitness <input type="checkbox"/> Other (specify)	Gardening, a STEM activity, will be closely tied-in to the Harvest of the Month activities. Students will better understand nutritional choices the food pyramid, and make healthier choices. Students will understand the food cycle.

pride and appreciation for their work.

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 in the community, 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
Boys to Men	"...to continue events that include student performances and cultural awareness through potlucks and other community celebrations..."	Discussion forum for boys and the adult male in their life	Young men to gain wisdom from older male role models.	Family Engagement, parent involvement and outreach
Showcases	"...to continue events that include student performances and cultural awareness through potlucks and other community celebrations..."	Showcases are used to engage families and showcase student work.	To get at least 50% of parents in attendance.	Family Engagement, parent involvement and outreach
Family Events	"...We plan to continue events that include student performances and cultural awareness through potlucks and other community celebrations." We will partner with Oakland Tech and International High.	Partnership w/ school to ensure students and their families are engaged in literacy activities to increase literacy in and out of the home.	To get at least 50% or parents in attendance, and community partners are participating.	Family Engagement, parent involvement and outreach

SECTION 9: Chronic Absence Action Plan
 Improving school day attendance for all students and reducing chronic absenteeism is one of the key OUSD strategic goals. The district goal is that all students will attend school at least 95% of the required school days or more, thereby achieving satisfactory attendance. Students who attend school 90% or less of required days are considered chronically absent. Students whose

attendance falls in the "grey zone" between 90% - 95% are considered at risk of chronic absenteeism.

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

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

Strategies to Support Attendance	Action Steps
a) Recruit and address the needs of students who are at risk of chronic absenteeism.	Talk with students about the importance of regular attendance. Host an awards ceremony celebrating attendance.
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 forms that outlines the importance of attendance, check-in with parents when students are chronically absent, 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 to gather names of chronically absent from school day, compare day attendance with afterschool).
d) Celebrate good attendance and/or offer meaningful incentives to attract and reward students for attending our program.	Hold awards ceremony to celebrate good attendance, provide citizenship awards, and implement PBIS incentives and awards.

SECTION 10: Transforming School Culture and Climate

After school programs can play a critical role in support the school's efforts to transform school culture and climate, helping to make schools positive, supportive places for all students to stay engaged, be successful, and thrive.

a) The following are paths that OUSD schools are taking to change discipline and transform school culture and climate. What strategy/strategies is your school utilizing to transform school culture and climate?

- PBIS (Positive Behavioral Interventions and Support)
- Restorative Justice
- Social and Emotional Learning

Bullying Prevention – Safe School Ambassadors (ongoing training and support)

Other: (please specify) _____

b) How will the school and lead agency partner work together to ensure that the after school program is aligned and supporting these efforts, and helping to transform school culture and climate? The Coordinator attends school-based and leadership meetings to ensure seamless alignment. She communicates regularly with the principal, Academic Liaison and other stakeholders.

c) Reducing the disproportionate suspension rates of African American students is a key priority for OUSD. Please describe any special efforts your after school program is taking to support the school engagement, social-emotional well-being, and/or academic success of African American students at your school (ie. Manhood Development circles, Ethnic Studies curriculum, recognition ceremonies for student accomplishments, Black professionals as role models or mentors, etc.): Emerson ASP is identifying students for our clinical interns to receive additional mental health support. They engage in talk, group, and individual therapy. We have identified students will extenuating circumstances and have encouraged them to participate in the program. Additionally, the Boys to Men group is designed to address issues inherent in our male population, and help them reframe, in positive ways, so they have the strategies needed to combat societal stereotypes.

SECTION 11: 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>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>	<ul style="list-style-type: none"> <input checked="" type="checkbox"/> COST team (Coordination of Services Team) <input checked="" type="checkbox"/> SST (Student Study Team) <input checked="" type="checkbox"/> SSC (School Site Council) <input checked="" type="checkbox"/> ELT (Educational Leadership Team) <input checked="" type="checkbox"/> PTO <input checked="" type="checkbox"/> Attendance Team/Workgroup <input checked="" type="checkbox"/> CSSSP (Community School Strategic Site Planning) team <input checked="" type="checkbox"/> School Culture/Climate Committee <input type="checkbox"/> Other (specify)
<p>List key community partners whom you will actively collaborate with to accomplish the goals of your program.</p>	<p>Success Office, OUSD, Emerson Parents and Community, BACR, Public Profit, AmeriCorps, UC BUILD (UC Berkeley), Team Up for Youth, YWCA, Oakland Tech, International High, OPT, Tutorworks, Coaching Corps.</p>
<p>Identify other service providers and support personnel at your school (ie. school psychologist, School Based Health Center staff, counselor, mental health therapist, school nurse, parent</p>	<p>School Based Counselor and/or Mental Health Therapist, Parent Liaison, Attendance Clerk, teachers, Line Staff, Food Services, Custodians and Academic Liaison.</p>

liaison, etc.) whom you will actively collaborate with to accomplish the goals of your program.	
---	--

2013-14 After School Enrollment Policy for Emerson Elementary 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	Applications, school data, parent information, previous family knowledge.	
Students from socio-economically disadvantaged families/backgrounds	Applications, school data, parent information, previous family knowledge.	
English Language Learners	Applications, school data, parent information, previous family knowledge.	
Students with siblings in the program	Applications, school data, parent information, previous family knowledge.	
Students in need of engagement	Applications, school data, parent information, previous family knowledge.	
Chronic Absenteeism	Applications, school data, parent information, previous family knowledge.	

Grade levels prioritized for programming: Kinder-5th

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.

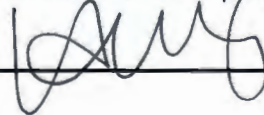
Enrollment Process and Timeline: (Summarize your enrollment timeline below. Describe how your school will identify and recruit students beginning in Spring 2013. Indicate how families will be notified of 2013-14 enrollment before the last day of school, June 13, 2013.)

Timeline	After School Enrollment Steps/Process	Individual(s) responsible
May	Host one (1) Parent Orientations & Distribute Applications	Coordinator
	Review Applications and interview parents, if needed	Coordinator, Assistant Coordinator
	Talk with Teachers/administrators/parents to gain additional demographic information to assess student needs	Coordinator
June	Send Acceptance and Denial Letters for 2013-2014 year	Coordinator, Assistant Coordinator
August 26 th	Fliers will be distributed to Kindergarten families and new students	Coordinator
August 28 th	Host 2 nd Parent Orientations & Distribute Applications	Coordinator
August	Parents will be notified of acceptance or denial into program.	Coordinator

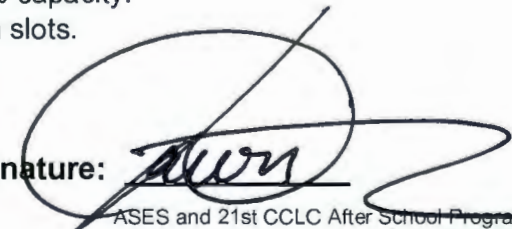
Important dates to include in your timeline:

- April – June: Spring enrollment for 2013-14 programs.
- Families will be notified of 2013-14 after school enrollment before the last day of school, June 13, 2013.
- 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, 2013.
- All programs must maintain waitlists after program slots are filled.

Principal Signature: _____



Lead Agency Signature: _____



2013-14 Assurances for Grant Compliance and After School Alignment with School Day

Principal and Lead Agency representative (ie. Program Director and/or Site Coordinator) will review and discuss each assurance below, and initial next to each item to signify agreement. Attached separately are the following documents referenced below: 1) Grant Assurances signed by OUSD Superintendent, 2) After School MOU template, and 3) Academic Liaison Role Description.

Principal initials	Lead Agency initials	2013 – 14 Assurances for Grant Compliance and After School Alignment with School Day
LA	(P)	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.
LA	(P)	Site Administrator and Lead Agency Director have reviewed the Lead Agency After School MOU together, and agree to the requirements outlined in the MOU for the lead agency partner.
LA	(P)	Site Administrator will meet regularly with Site Coordinator to ensure program is meeting identified goals.
LA	(P)	Site will share student outcome data to better refine program (Attendance data, EduSoft, Report Cards, IEP's, etc).
LA	(P)	The principal and lead agency partner have reviewed and discussed the Academic Liaison/Quality Support Coach key responsibilities described on the following page. Both Principal and lead agency partner understand that this role is critical for strengthening staff practices and the quality of the after school program. 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.
LA	(P)	Site will invite Site Coordinator and appropriate after school staff to participate in school day meetings and professional development opportunities, in order to ensure consistency in standards of teaching and learning and positive school climate.
LA	(P)	Site will invite Site Coordinator to participate on SSC, COST, SST, and CSSSP team to ensure coordination of services.
LA	(P)	Site will coordinate the use of facilities and site level resources in support of program goals.
LA	(P)	Site will provide Site Coordinator with office space that includes access to internet and phone.
LA	(P)	Site Administrator will share the School Site Safety Plan with the Site Coordinator and discuss appropriate policies and procedures to ensure safety during the after school hours.

Principal Signature: _____

Lead Agency Signature: _____

Academic Liaison/Quality Support Coach

After school research clearly shows that high quality programs result in increased youth outcomes. The higher the program quality, the more youth outcomes are achieved. The Academic Liaison (now called "Quality Support Coach") is a required position and plays a critical role in supporting after school program quality through the following high leverage staff capacity-building activities:

- Provide classroom observations, coaching support, and trainings to improve staff practices and program quality.
- Support the after school program's *Assess – Plan – Improve* program quality improvement cycle by helping after school programs gather and review data on program quality, make plans for improvement, and receive training and coaching supports aligned to improvement plans.
- Bridge the after school program with school day goals, priorities, curriculum, pedagogy, and data.
- Provide lesson planning support and lesson modeling to strengthen after school instruction.
- Help develop/design after school academic offerings and curriculum, and support alignment of after school activities with the Common Core standards

The Academic Liaison/Quality Support Coach can be a credentialed teacher from the school faculty or other qualified professional working with the school (for example, a Literacy Specialist, Math Coach from LCI, BTSA Coach, etc.). This individual will receive training and specific direction on the Academic Liaison/Quality Support Coach role from the OUSD After School Programs Office. The After School Programs Office will provide specific deliverables aligned with the key job duties listed above. The required budget allocation for this position is \$2,500 for the year, equivalent to 83 hrs/year at a Paid-In-Service contract rate of \$30.12/hour.

Academic Liaison/Quality Support Coaching Planning

a) Please identify who will fulfill the Academic Liaison/Quality Support Coach role for 2013-14:

- A credentialed teacher on staff who has effective skills and experiences in coaching and/or adult learning
- A qualified professional who is part of the school staff
- An OUSD coach connected to the school (i.e. LCI Literacy or Math coach, BTSA coach, etc.)
- Other individual (please specify in detail): _____

If known, please specify the name of the person who will fill the Academic Liaison role, and identify his/her role in the school: Carla Aiello

b) Some schools are challenged in finding a qualified individual on staff who can fulfill the Academic Liaison/Quality

Support Coach role. In this case, the OUSD After School Programs Office will work actively to try to find an OUSD coach to match with the school. Please mark:

My school needs support in finding an individual who can effectively fulfill the role of Academic Liaison/Quality Support Coach. Yes No

Teachers on Extended Contract for Direct Service

In addition to an Academic Liaison/Quality Support Coach, some schools choose to have teachers on extended contract to provide direct service to students after school, such as after school intervention, support with programs like Achieve 3000 or Fast Forward, and academic enrichment.

Please list specific after school classes/activities that will be facilitated by teachers paid on extended contract.

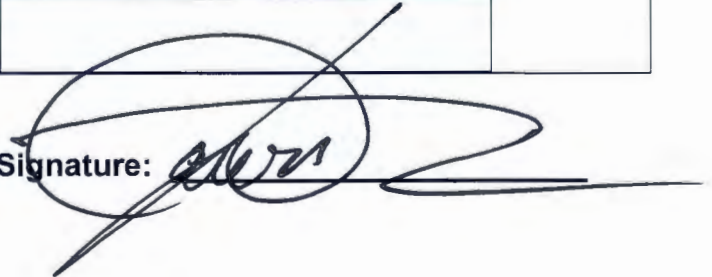
Important note: Teachers on extended contract who are providing direct services to students after school must be paid at the negotiated rate of \$23.16/hr (per OEA contract). After school grant funds can be utilized for this direct service work. Beginning in 2013-14, the Academic Liaison/Quality Support Coach cannot provide direct service to students. The Academic Liaison is primarily responsible for providing coaching and training, and is paid at the negotiated Paid-In-Service rate of \$30.12 for their staff capacity-building services. Teachers doing direct service work after school must be paid with an extended contract.

List after school classes/activities that will be facilitated by teachers on extended contract	Anticipated hours/week for teacher on extended contract

Principal Signature:



Lead Agency Signature:



After School Safety and Emergency Planning for 2013-14

After School Safety and Emergency Planning

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

Yes No

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

B) Describe the training that site will provide after school staff on safety procedures, including lockdown procedures and communication protocols for crisis response. The afterschool staff will be provided and trained on the emergency protocol procedure. They will also participate in two practice emergency drills to familiarize them with the school's overall crisis response.

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

Yes No

Facility Keys

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

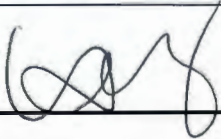
Yes No

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

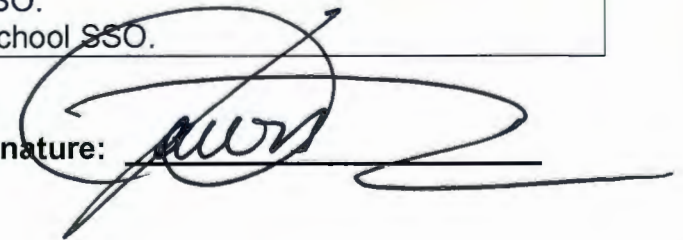
SSO Staffing: (check one)

- Site has a school day SSO who can accommodate after school related work as part of their regular salary.
 Site will pay Extra 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: _____



Professional Development and Staff Wellness

Professional Development: After school staff should receive adequate professional development, including coaching support and trainings, in order to grow and improve their practice. Programs should utilize data from the YPQA/SAPQA youth program quality assessment tool to determine the areas of focus for professional development.

- a) Programs are allowed up to three days of program closure during the school year to offer staff professional development. Please indicate which three days (if any) your program plans to close this year for PD: TBD
- b) What professional development, coaching, and training supports will be provided by the lead agency partner? SAPQA, CPS, Curriculum Development and Planning, Self-Care, Classroom Management, Behavior Management, CPR/First Aid, ASPO training.
- c) What professional development opportunities will be provided by the school site? Due to time constraint staff engage in separate PDs.
- d) ASPO professional development will consist of the mandatory August Institute (Aug. 5-9, four days for new site coordinators; three days for returning site coordinators), mandatory monthly site coordinator meetings (2 hrs/month), optional Youth Work Methods trainings (9 workshops aligned to YPQA, 2 hours each), and various professional learning communities (time commitment varies). Please mark:

I understand that professional development helps ensure program quality. My program is committed to providing/accessing professional development opportunities for after school staff, based on needs identified by program data. My program will adequately budget for staff time to participate in professional development over the course of the year (for key line staff, recommended at least 20 hours of PD/year). Yes No

Staff Wellness

- e) Please describe ways your program will work to support staff wellness over the course of the year: Retreat, check-ins, group and one-one check-ins, Intentional staff shadowing guidance and reflection, and performance assessments.

Principal Signature: _____

Lead Agency Signature: _____

Board Office Use: Legislative File Info.	
File ID Number	13-1408
Introduction Date	6/26/13
Enactment Number	13-1213
Enactment Date	6/26/13



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

OAKLAND UNIFIED SCHOOL DISTRICT
Office of the Board of Education
June 26, 2013

TO: Board of Education

FROM: Dr. Anthony Smith, Ph.D., Superintendent *Maria Santos for Tony Smith*

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 \$4,271,386.00. 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 is submitted to the board for approval. 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.

Not-To-Exceed Amount: \$4,271,386.00

Determination of the Not-to-Exceed Amount is 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, and 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 or the Amendment to the Master Memorandum of Understanding herewith. 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 BDT budget process, and a review of State and Federal compliance funding when applicable.



RECOMMENDATION

Approval of the Amendment to the Master MOU between Bay Area Community Resources and the Oakland Unified School District authorizing the President and Secretary of the Board to enter into and execute an Amendment to the Master Memorandum of Understanding and Individual Service Agreement(s) with Bay Area Community Resources in an amount Not-To-Exceed \$4,271,386.00.

The Secretary of the Governing Board shall place said Individual Service Agreements on the Consent Calendar for Approval.

ATTACHMENTS

- Master MOU

Board Office Use: Legislative File Info.	
File ID Number	13-1408
Introduction Date	6/26/13
Enactment Number	
Enactment Date	



**MASTER
MEMORANDUM OF UNDERSTANDING
BETWEEN
OAKLAND UNIFIED SCHOOL DISTRICT and
Bay Area Community Resources**

2013-2014

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 \$ 4,271,386.00

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, 2013 to August 22, 2014 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 2013-14 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	Michael Moore
Department	Procurement
Address	900 High Street
City, State, Zip	Oakland, CA 94601
Email	Michael.Moore@ousd.k12.ca.us

- 3.2 Notices to CONTRACTOR shall be addressed as indicated:

Name	Martin Weinstein
Title	CEO
Agency	Bay Area Community Resources
Address	171 Carlos Drive
City, State, Zip	San Rafael, CA 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 2013-2014.
- 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 AGENCY related persons, employee, representative or agent from OUSD school site and/or property, AGENCY shall immediately upon receiving notice from OUSD of such desire, cause the removal of such person or persons. In the event OUSD requests the removal of any AGENCY related persons, employee, representative or agent from OUSD school site and/or property, the OUSD site administrator shall provide to the AGENCY written, supporting rationale for the decision. OUSD After School Program Office, after conferring with Legal and the Executive Officer supporting the site, shall decide, taking all the facts and circumstances into account, if AGENCY may reassign an employee or agent to another OUSD site. Prior to the removal or change of any AGENCY staff member who is a regular part of the after school program, AGENCY shall inform the Site Administrator with as much notice as possible, and will work with the Site Administrator to ensure a smooth transition in staffing.
- 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 District 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.sam.gov/portal/public/SAM>)

- 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; 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 preceding paragraph.

9. INSURANCE

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

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

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

ADDITIONAL ADDENDUM(S) ATTACHED

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

- | | | |
|-------------------------------------|--------------------------|---|
| Yes | No | |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | ASES / 21 st CCLC PROGRAM GRANTS (Elementary / Middle) |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | 21 st 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.

Mark W. Swartz
CONTRACTOR

Date: 6/6/13

President, Board of Education
Oakland Unified School District

Date: _____

Secretary, Board of Education
Oakland Unified School District

Date: _____

**Bay Area Community Resources Anticipated Contract Amounts
2013-2014**

School	Funding Source	Amount
Alliance Academy	ASES	96,588
Alliance Academy	SIG Funding	52,093
Bridges Academy	ASES	85,488
Bridges Academy	Nutrition Services	3,654
Bunche High	21 St Century- Core	97,378
Bunche High	21 St Century- Equitable Access	21,477
Bunche High	21 St Century- Family Literacy	17,182
Claremont Middle	ASES	124,064
Elmhurst Community Prep	ASES	67,984
Elmhurst Community Prep	SIG Funding	14,555
Elmhurst Community Prep	21 St Century -Base	126,681
Elmhurst Community Prep	21 St Century -Supplemental	30,000
Elmhurst Community Prep	21 St Century -Equitable Access	21,635
Emerson Elementary	ASES	94,358
Emerson Elementary	General Purpose	19,425
Esperanza Elementary	ASES	94,358
Esperanza Elementary	General Purpose	30,611
Glenview Elementary	ASES	94,358
Global Family	ASES	94,358
Global Family	Measure G	9,745
Global Family	Unrestricted	10,000
Grass Valley	ASES	93,648
Greenleaf Elementary	ASES	91,848
Greenleaf Elementary	21 St Century -Base	94,358
Greenleaf Elementary	21 St Century -Summer	30,000
Greenleaf Elementary	21 St Century -Equitable Access	21,635
Hoover Elementary	ASES	89,097
Hoover Elementary	ELA-SCE	17,000
Hoover Elementary	21 St Century- Base	66,593
Hoover Elementary	21 St Century- Supplemental	30,000
Horace Mann	ASES	93,648
Korematsu Discovery Academy	ASES	94,358
Korematsu Discovery Academy	General Purpose	7,800
Lafayette Elementary	ASES	94,358
Lafayette Elementary	21 St Century- Base	94,358
Lafayette Elementary	21 St Century- Supplemental	40,000
Madison Middle	ASES	108,629
Madison Middle	21 St Century- Equitable Access	21,635.00
Madison Middle	21 St Century- Base	105,147.00
Madison Middle	21 St Century- Supplemental	50,000.00
Markham Elementary	ASES	85,488.00
Martin Luther King Jr	ASES	81,882.00

**Bay Area Community Resources Anticipated Contract Amounts
2013-2014**

School	Funding Source	Amount
Martin Luther King Jr	21 St Century- Base	94,358
Martin Luther King Jr	21 St Century- Supplemental	40,000
Martin Luther King Jr	ELA-SCE	4,678
Melrose Leadership Academy	ASES	121,545
Oakland Technical High	21 St Century- Core	181,274
Oakland Technical High	21 St Century- Equitable Access	21,477
Oakland Technical High	21 St Century- Family Literacy	17,182
Place @ Prescott	ASES	85996
Place @ Prescott	21 St Century- Base	54,910
Place @ Prescott	21 St Century- Supplemental	30,000
Reach Academy	ASES	94,358
Rudsdale Continuation High	21 St Century- Core	145,637
Rudsdale Continuation High	21 St Century- Equitable Access	15,539
Rudsdale Continuation High	21 St Century- Family Literacy	17,182
Sankofa Elementary	ASES	122,960
Sankofa Elementary	21 St Century- Equitable Access	21,635.00
Sankofa Elementary	21 St Century- Base	94,358.00
Sankofa Elementary	21 St Century- Supplemental	30,000.00
Street Academy	21 St Century- Core	115,978.00
Street Academy	21 St Century- Equitable Access	15,852.00
Street Academy	21 St Century- Family Literacy	17,182.00
Urban Promise Academy	ASES	126,811.00

Total Anticipated Amount Contracted 4,086,386.00

Units of Service for Lead Agency: Bay Area Community Resources 2013-2014

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: \$94,358

Lead Agency Option B: Cost for Middle School Lead Agency package: \$126,811

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: Day Time Academic Support

Additional academic services will be provide during the school day to the students. This may include computer instruction, tutoring, intervention or instruction of school wide curriculum.

Cost: \$12,000

Option I: 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 J: 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: \$5,500 to include all school community members.

Option K: Health and Wellness

Specialized health and wellness activities for students that include: Restorative Justice activities, Wellness champions, behavioral health, etc.

Cost: \$6,000

Option L: 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 M: 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 N: 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 O: 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 P & Q: 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 P: \$13,000 for one day per week for entire school year; 20 students served over the course of the year.

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

BACR Summer Programming

Option R: 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 40-50 students

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

Option S: 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 T: 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.

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.

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 elementary, middle or high schools:

1. BACR is the lead community agency— managing the entire program, providing staff, and delivering services—24 schools in Oakland, 13 in San Francisco, 5 in Alameda, 5 in San Rafael, 2 in San Leandro Unified, 15 in West Contra Costa County, and 12 in Mt. Diablo Unified in Contra Costa County..
2. BACR is the fiscal sponsor— managing human resources, payroll and fringe benefits

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; mr Ramirez@bacr.org

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

Visit our website: www.bacr.org

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

07/11/13

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 FAX (A/C, No): 415-493-2505 E-MAIL ADDRESS: <u>sgraham@fp-ins.com</u>	
			INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: Philadelphia Indemnity Ins Co. 32760 INSURER B: State Compensation Ins. Fund INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Bay Area Community Resources, Inc. 171 Carlos Drive San Rafael, CA 94903-2005			

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 SUBR INSR	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 Abuse Sublimit <input checked="" type="checkbox"/> 1,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC	X		PHPK1041818	07/01/13	07/01/14	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"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			PHPK1041818	07/01/13	07/01/14	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 DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB426381	07/01/13	07/01/14	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 checked="" type="checkbox"/> N		N/A	400110249	07/01/13	07/01/14	<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			PHPK1041818	07/01/13	07/01/14	Each 1,000,000 Aggregate 2,000,000

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

CERTIFICATE HOLDER**CANCELLATION**

Oakland Unified School District
 1025 Second Avenue
 Oakland, CA 94606-2212

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: * PHPK1041818
Bay Area Community Resources, Inc.

COMMERCIAL GENERAL LIABILITY

EFFECTIVE: * July 1, 2013 - 2014

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.