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OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

Memo

To Board of Education

From Tony Smith, Ph.D., Superintendent
Maria Santos, Deputy Superintendent Instruction
Curtiss Sarikey, Associate Superintendent of the Family School Community Partnership Office

Board Meeting Date January 25, 2012

Subject MOU Between OUSD And THE REGENTS OF THE UNIVERSITY OF CALIFORNIA Relating to Castlemont After School Initiative 21st Century Grant Programs

Action Requested Adoption by the Governing Board of the MOU between OUSD and The Regents relating to Castlemont After School Initiative 21st Century Grant Programs

Background
A one paragraph explanation of the Board Policy is needed.

The Regents of the University of California is the Prime Award Recipient of Castlemont After School Initiative 21st Century Grant funds and the District is the beneficiary of such award through UC's operation of after-school programs at Leadership Prep, East Oakland School for the Arts, and Castlemont Business and Information Tech. This MOU is for the 2011-2012 school year and memorializes the prior practice between the parties and provides greater clarity over the respective roles between the District and UC.

Discussion
One paragraph summary of the Board Policy.

Under the MOU, UC will directly employ site coordinators to oversee the operations of the after-school program and will reimburse the District for the services of District teachers, SSOs, and custodians provided in the after-school programs. The MOU also provides that the District's after-school training and program evaluation are available to the UC programs. Pursuant to the MOU, the District will invoice and UC will reimburse the District for the cost of District employees that provide services in the after-school programs, for facilities under the Civic Center Act, and for the District's after-school training and program evaluation.

Recommendation Adoption by the Governing Board of the MOU between OUSD and The Regents relating to Castlemont After School Initiative 21st Century Grant Programs

Fiscal Impact N/A

Attachments MOU Between OUSD and The Regents of the University of California relating to Castlemont After School Initiative 21st Century Grant Programs

MEMORANDUM OF UNDERSTANDING
Between
OAKLAND UNIFIED SCHOOL DISTRICT
And
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

This Agreement is entered into by and between THE REGENTS OF THE UNIVERSITY OF CALIFORNIA (“University”) and the OAKLAND UNIFIED SCHOOL DISTRICT (“District”) relating to the administration of the Castlemont After School Initiative 21st Century Grant Programs (“After School Program”) in which the University is the Prime Award Recipient and the District is the Beneficiary of the grant awards.

1. **Term of MOU.** The term of this MOU shall be July 1, 2011 to June 30, 2012 and may be extended by written agreement of both parties.

2. **Employees.**
 - a. **Site Coordinators.** With the input and agreement of the District’s site principals and network officer, the University shall employ the site coordinators for the After School Programs. The site coordinators shall have responsibility for the oversight of the programs and the completion of required documentation supporting the grant expenditures and any documentation needed to support the reimbursement of the District for its “on-loan” employees.
 - b. **Teachers.** District employees shall be given priority over external candidates to teach in the programs to the extent they are qualified and meet the program needs. The District hereby agrees to release such teachers to work “on loan” for the University in such After School Programs. Teachers will record their time worked in the After School Programs on District timesheets and will submit such forms to the District’s payroll department monthly. The District will pay the teachers at the applicable “extra pay” rate pursuant to the collective bargaining agreement between the District and the Oakland Education Association (“OEA”). Upon receipt of an invoice from the District, University shall promptly make payment to the District for the wages paid to teachers for working in the After School Program, plus an additional 18% for benefits.
 - c. **School Security Officers.** The District hereby agrees to release its school security officers to work “on loan” for the University providing school security services for such After School Programs. School security officers will record their time worked in the After School Programs on District timesheets and will submit such forms to the District’s payroll department monthly. The District will pay the school security officers at the applicable rate pursuant to the collective bargaining agreement between the District and the Oakland School Employees Association/ Service Employees International Union (“SEIU”). Upon receipt of an invoice from the District, University shall promptly make payment to the District

for the wages paid to school security officers for working in the After School Program, plus an additional 18% for benefits.

- d. **University employees, volunteers, sub-contractors/contractors, and agents.** With the input and agreement of the District's site principals and network officer, the University shall employ other employees, volunteers, sub-contractors, contractors or agents as appropriate to achieve the student outcomes as described in the grant application narrative and articulated in documents from the program evaluation team. The University shall ensure that such persons are trained, qualified, supervised, and meet all state and federal requirements for the position, including without limitation: tuberculosis clearance, current California Department of Justice and FBI fingerprint clearance, Instructional Aide requirements (as applicable).
3. **Facilities.** The District agrees to provide facilities for the After School Program in accordance with the Civic Center Act. The University agrees to comply with the required Civic Center Act process, including without limitation, submitting the requisite application, providing requisite documentation (including without limitation insurance), and submitting timely payment to the District for the use of the facilities and the related cleaning fees.
4. **Access to District Training & Program Evaluation.** With advance notice, University employees who work in the After School Program may attend District trainings, orientation, monthly meetings, and other support and resource development provided by the District and its collaborative partners in conducting program planning, implementation and evaluation as outlined in the attached ASPO Professional Development Plan identified as Exhibit A. The District will invoice the University, \$8,145 for providing such services.
5. **Invoices.** The District may submit numbered invoices to the University for the services of on-loan/ released District employees as set forth in paragraph 2 of this Agreement. University shall make payment to District promptly upon receipt of each invoice. Invoices must reference the University's Purchase Order (_____) and shall be mailed to the following address:

Adrienne Herd
Graduate School of Education
University of California, Berkeley
5513 Tolman Hall
Berkeley, CA 94720
6. **Operations.** In collaboration with the District, the University shall be responsible for the operations and management of the ASSETS Core Grant, Family Literacy, and Direct Access grants for fiscal year 2011-12. The University acknowledges and agrees to follow District after school policies and procedures. This includes

compliance with District staffing requirements and policies including No Child Left Behind and other legislative mandates.

- a. **Reporting.** The University shall create and maintain all records necessary to demonstrate compliance with the 21st Century ASSETS, Direct Access and Family Literacy grants. The University shall make all such records available to the District for review, including without limitation, financial reports, attendance reports, activity reports and outcomes reports: behavioral and academic. The University shall contract with the District's research and development department for information and support needed for the University's reporting to the California Department of Education.
- b. **Program environment.** The University shall maintain clean, safe, and secure program environments for staff and students in conjunction with the District guidelines and Civic Center Act. The University, as it views necessary, will initiate and establish additional cleanliness, safety, and security policies and protocol sufficient to ensure staff, student and family member safety. The University shall immediately inform the District's site principal of any unsafe condition that it becomes aware of.
- c. **Relationships.** The District and University will maintain six essential collaborative relationships to ensure cooperation towards effective program implementation: (1) Administration, faculty, and staff of Castlemont Business and Information Tech (CBIT), Leadership Prep, and East Oakland School for the Arts (EOSA); (2) OUSD After Schools Programs office; (3) District central administration departments; (4) parents/guardians; (5) youth; and (6) community organizations and public agencies. The District and University agree to participate in regularly scheduled meetings between University staff and school site leadership to:
 - i. Jointly design the after school program components in alignment with the school site objectives, the Single Plan for Student Achievement, to align and complement OUSD standards and school site curriculum, and to achieve the goals and objectives outline in the 21st Century grant application narrative;
 - ii. Work together to ensure programmatic and fiscal compliance;
 - iii. facilitate coordination with District level initiatives that intersect with and complement 21st Century program goals;
 - iv. coordinate with District planning and funding for out of school time (OST) activities;
 - v. ensure clear communication on planned operational changes that affect the operation of the 21st Century program on the campuses;
 - vi. provide access to and participation in District collaborative structures and service providers to better coordinate campus services.

7. **Changing Legislation.** The District and University understand that changes in Federal or state legislation or District policy may impact funding levels, grant requirements, and responsibilities of the parties during an academic school year. The parties agree to cooperate in amending this Agreement to effectuate any such changes.
8. **Indemnification.** The University shall indemnify, hold harmless and defend the District and each of its officers, officials, employees, volunteers and agents 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, the University, 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 the performance of this MOU and/or the operation of the After School Program. The University's obligations under the preceding sentence 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 any portion of the work or activities to be performed under this MOU, the University 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 this paragraph.
9. **Insurance.** Throughout the life of the MOU, the University 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 the University. If any District property is leased, rented or borrowed, it shall also be insured the same as real property.

The above policies of insurance shall be written on forms acceptable to the Risk Manager of the District and endorsed to name the District, its officers, employees

volunteers or agents as additional insured. Said Additional Insured endorsement shall be provided to the District upon the University's execution of this MOU and before work commences under this MOU. If at any time said policies of insurance laps or become canceled, this MOU shall become void. The acceptance by the District of the above-required insurance does not serve to limit the liability or responsibility of the insurer or the University to the District. To the extent that the University retains agents or sub-contractors to perform services under this MOU, the University shall require each subcontractor or agent to hold such insurance and to add the District as an Additional Insured under such policies.

- 10. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated by reference.
- 11. **Counterparts.** This MOU and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

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

OAKLAND UNIFIED SCHOOL DISTRICT

Gary Yee, President Board of Education

1/26/12

Date

OAKLAND UNIFIED SCHOOL DISTRICT

Edgar Rakestraw, Secretary Board of Education

1/26/12

Date

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

_____ Date

LEGISLATIVE FILE

File ID Number 12-0256

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Enactment Date 1-29-12 BG

OAKLAND UNIFIED SCHOOL DISTRICT
Office of General Counsel
APPROVED FOR FORM & SUBSTANCE

By: Marion McWilliams

Marion McWilliams Attorney at Law
Assistant General Counsel

**Oakland Unified School District After School Programs
Professional Development 2011 - 2012**

EXHIBIT "A"

During the 2011-12 school year, the OUSD After School Programs Office (ASPO) will provide 83 after school programs district-wide with professional development opportunities, including training, technical assistance, and coaching. ASPO professional development will be aligned with the OUSD Strategic Plan, After School Master Plan, and Youth Program Quality Assessment (YPQA) framework, and will support programs' capacity to deliver high quality after school programming that supports school district goals.

Goals for OUSD After School Professional Development:

- 1) Build capacity of after school providers to develop and implement high quality after school programming that supports OUSD Strategic Plan and After School Master Plan.
- 2) Engage after school providers in Learning Communities that foster peer learning and increase content knowledge of promising practices for specific program components.
- 3) Promote continuous program improvement through reflection and self assessment of program practices, planning with data, and enhanced knowledge of promising practices.
- 4) Provide targeted and differentiated coaching and technical assistance to programs at different levels of development.

OUSD After School Programs Office will deliver professional development for after school staff, partners and stakeholders through seven aligned strands:

Strand 1: Summer Trainings and August Institute

Meeting Structure: The following is the training schedule for the August Institute:

- August 9 (9am – 3pm): Required for new Site Coordinators only
- August 10 - 12 (9am – 4:00 pm): Required for all Site coordinators; selected workshops required for Agency Directors; optional participation of Academic Liaisons

Meeting Outcomes: Site coordinators and Directors will review and understand: (1) CDE and district grant requirements, policies, and procedures, including detailed information on attendance targets; (2) key district updates and OUSD Strategic Plan; (3) after school quality standards within YPQA framework; (4) evaluation data and program improvement planning. Site Coordinators will meet in regions/networks with their ASPO Program Manager and engage in community building and planning activities to set a positive tone for the year.

Strand 2: OUSD ASP Site Coordinator Regional/Network Meetings

**Oakland Unified School District After School Programs
Professional Development 2011 - 2012**

EXHIBIT "A"

Regional Meeting Structure: Required for all Site Coordinators according to the following schedule:

High School Site Coordinators Network Meeting: **2nd Tuesday** of each month, from 10am – 12pm.

Elementary and Middle School Site Coordinators Regional Meetings: **3rd Tuesday** of each month, from 10am – 12pm.

Regional Meeting Outcomes: Site Coordinators will: (1) learn and share strategies to strengthen program quality and plan for continuous program improvement based on the YPQA framework; (2) develop capacity to be after school instructional leaders who ensure that programs are intentional in supporting student achievement and aligned with school day goals ; (3) increase capacity to implement priorities defined in OUSD Strategic Plan and After School Master Plan; (4) stay updated on district policies and procedures; (5) have regular opportunities for peer support and consistent support from an ASPO team member.

Strand 3: Middle and High School Site Coordinators' Quarterly Mtgs Focused on Transition Support and College and Career Readiness

Meeting Structure: Quarterly meetings will occur in October, January, March, and May, on the **2nd Thursday** of each month. Meetings are required for all middle and high school Site Coordinators. Site coordinators may be able to attend these meetings in lieu of attending their regularly scheduled Tuesday Site Coordinators meeting for the month.

Meeting Outcomes: Middle and high school site coordinators will work together to plan intentional supports for 8th and 9th grade students who are transitioning from middle to high school. Site Coordinators will also receive training and learn about district resources that support district goals for high school graduation and college & career readiness.

Strand 4: OUSD/OFCY Joint Quarterly Meetings

Meeting Structure: Quarterly meetings will occur in October 4, January 31, and in April/May (spring date TBD). Meetings are required for all elementary and middle school Site Coordinators (including non-OFCY grantees); optional for Agency Directors. Meetings will be jointly facilitated by the Public Profit Evaluation Team, ASPO, and OFCY staff.

Meeting Outcomes: Site Coordinators and Directors will receive OUSD/OFCY updates and evaluation updates, and provide feedback to Evaluators, OFCY staff, and OUSD staff. Site Coordinators will engage in citywide sharing of best practices and participate in trainings.

**Oakland Unified School District After School Programs
Professional Development 2011 - 2012**

EXHIBIT "A"

Strand 4: After School Learning Communities

Learning Community Structure: There will be 4 different Learning Communities occurring over the course of the year, focused on the topics below. Meetings will occur at least quarterly and after school staff of all levels (site coordinators, directors, line staff, academic liaisons) are invited to participate.

- a) Wellness: for program staff at all grade levels interested in developing the quality of their program's physical activity and wellness components; participants will receive site-based coaching, curriculum, and a program stipend; meetings will occur 6 times throughout the school year.
- b) Science: for elementary after school program staff interested in building capacity to lead fun, hands-on science activities; staff without prior science experience are welcome; meetings will occur 7 times throughout year. Participants will receive additional on-site coaching, curriculum, and a program stipend to support science activities.
- c) College and Career Readiness: for middle and high school program staff interested in learning about additional resources and partnerships that support internships, career pathways, career exploration, and the college application process; meetings will occur every other month throughout the school year.
- d) Rites of Passage Programming: for middle and high school program staff interested in developing culture-specific and/or gender-specific programming where youth explore leadership, civic engagement, significant transition and transformation; and social justice issues in relation to their personal and collective histories. Participants will learn about rites of passage program models and best practices, and strategies for implementation; meetings will occur every other month throughout school year.

Learning Community Outcomes: After school staff of all levels will engage in regular peer learning & resource sharing, and gain expertise in one key component of after school programming.

Strand 5: Academic Liaison Orientation & Quarterly Meetings

Meeting Structure: Required for all Academic Liaisons. Academic Liaison orientation meetings will occur in September; quarterly Academic Liaison meetings will occur in November, January, and April; meeting dates and locations TBD.

**Oakland Unified School District After School Programs
Professional Development 2011 - 2012**

EXHIBIT "A"

Meeting Outcomes: Academic Liaisons will (1) increase knowledge of OUSD Strategic Plan and After School Master Plan, and understand the potential of after school programming to support school and district goals; (2) increase coaching skills and capacity to provide after school staff with training and technical assistance on high quality after school instruction; (2) engage in peer learning to increase knowledge of best practices to support after school academic programming.

Strand 6: OUSD Agency Directors Meetings

Meeting Structure: Participation is required for all Lead Agency partners. Meetings will generally occur the 2nd Wed of every other month, with an additional November meeting. For 2011-12, meetings will occur on August 11 (during ASPO Summer Institute), October 12, November 9, January 11, March 14, and May 9.

Meeting Outcomes: Agency Directors will (1) stay updated on CDE and OUSD policies & procedures, including program planning and contracts processes; (2) engage in relevant dialogue with ASPO staff that strengthens the school district's partnership with CBO partners; (3) engage in peer sharing and resource sharing.

Strand 7: Customized Technical Assistance and Trainings for Sites/Agencies

Program Improvement Plans: All programs will be asked to do a YPQA self-assessment in the Fall, and use data to develop a Program Improvement Plan for the year. Sites may receive customized coaching, technical assistance, and training from an ASPO Program Manager to improve program quality, based on needs identified in the Program Improvement Plan, and based on ASPO capacity.

Trainings for Agency staff: Over the school year, ASPO Program Managers will work together with Lead Agency Directors to provide agency line staff with customized training and technical assistance, as needed. These customized trainings will support program quality and priorities identified in the OUSD After School Master Plan. Trainings will be based on ASPO team capacity, site/agency requests, and identified needs.

Other Special Training Opportunities

Building Intentional Communities: ASPO will continue to partner with Be The Change Consulting to provide a second year of highly interactive and engaging trainings focused on strengthening after school programs by integrating values and practices that build intentional communities. Trainings are solidly grounded in youth development best practices.

YPQA Youth Work Methods Trainings: Based on evaluation and self-assessment data, as well as common needs identified in Program Improvement Plans districtwide, ASPO will offer Spring Youth Work Methods trainings targeted to specific program quality items in YPQA tool.

**Oakland Unified School District After School Programs
Professional Development 2011 - 2012**

EXHIBIT "A"

Trainings on After School Math Strategies: Building off of the highly successful math training conducted last year by Phil Gonsalves of Alameda County Office of Education, elementary and middle school site coordinators will participate in two trainings focused on after school math strategies. Trainings will occur on October 12 and February 15, from 10am – 12pm.

Region 4: The ASPO team will work collaboratively with Region 4 and other local resources to develop additional training opportunities for after school line staff, site coordinators, and academic liaisons. The annual Region 4 Bridging the Bay Conference will take place in late January (dates TBD).

District Trainings: The After School Programs Office will collaborate with other school district departments to identify appropriate training opportunities, including trainings on Crisis Response, Restorative Justice, Coordination of Services Teams, Full Service Community Schools, and other trainings in support of the OUSD Strategic Plan and district goals.

"Brown Bag" Lunchtime Discussions: Throughout the year, the ASPO will invite after school Site Coordinators and other interested individuals to "bring your own lunch" and come together for lunchtime discussions focused on topics of interest. Leadership Development will be a focus of brown bag discussions this year.