

Board Office Use: Legislative File Info.	
File ID Number	13-0863
Introduction Date	5-22-13
Enactment Number	13-0830
Enactment Date	5/22/13



**OAKLAND UNIFIED
SCHOOL DISTRICT**

Community Schools, Thriving Students

Memo

To Board of Education *[Signature]*
 Tony Smith, Ph.D., Superintendent

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

Board Meeting Date _____
(To be completed by Procurement)

Subject Individual Service Agreement Amendment - 1
Bay Area Community Resc San Rafael CA (Contractor, City/State) -
Emiliano Zapata Street Academy (site/department)

Action Requested Approval by the Governing Board of the amendment to the Individual Service Agreement between the District and Bay Area Community Resources. Services to be primarily provided to Emiliano Zapata Street Academy for the period of 7/1/2012 through 8/31/2013, in an amount not to exceed \$ 8,857.48.

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

The original Individual Service Agreement is contracting services at the negotiated price, stated in reference Master MOU, approved by the board of Education October 24th, 2012. (Enacted number 12-2632)This amendment will increase the current level of services beyond the initial plan as stated in the original contract for Option C. The agency will offer additional support from an English Language Arts Teacher and a Math Teacher to provide tutoring to students during after school hours.

Discussion
One paragraph summary of the amended scope of work.

Approval by the Board of Education of Amendment No. 1 of the individual Service Agreement to the Master Memorandum of Understanding between Oakland Unified School District and Bay Area Community Resources of San Rafael, CA, for the latter to provide additional RLA and Math support to lower achieving students using Menu of Service Option G: Specialized Title 1 Services at Emiliano Zapata Street Academy for the period of July 1, 2012 through August 31, 2013 in the amount of \$8,857.48 increasing the agreement from \$154,637.00 and not to exceed the amount of \$163,494.48. All other terms and conditions remain in full force and effect.

Recommendation Approval by the Governing Board of the amendment to the Individual Service Agreement between the District and Bay Area Community Resources. Services to be primarily provided to Emiliano Zapata Street Academy for the period of 7/1/2012 through 8/31/2013, in an amount not to exceed \$ 8,857.48.

Fiscal Impact Funding resource name (please spell out) 21st CCLC Core, Family Literacy, and Equitable Access not to exceed \$ 8,857.48.

Attachments

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

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OAKLAND UNIFIED SCHOOL DISTRICT

Community Schools, Thriving Students

INDIVIDUAL SERVICE AGREEMENT (ISA) AMENDMENT No. 1

AGREEMENT TO PURCHASE ADDITIONAL SERVICES UNDER A MASTER MEMORANDUM OF UNDERSTANDING

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

MASTER MOU – ORIGINAL ISA INFORMATION

VENDOR NAME	Bay Area Community Resources	LEGISTAR FILE ENACTMENT #	12-1652
SITE NUMBER / NAME	352 Emiliano Zapata Street Academy	AMOUNT OF ORIGINAL ISA	\$ 178,359.00
Original ISA Contract, or most recent ISA Contract Amendment period: 7/1/2012 (from date) to 8/31/2013 (end date).			

ORDER OF ADDITIONAL SERVICES – SELECT APPROPRIATE BOX

Increase in the amount of services (days, hours, etc) of same type of service purchased in the original ISA.

Service	Option C- Cost for Small High School	Fee	\$ 156,000	UNITS OF SERVICE	1	\$ 8,857.48
Service		Fee	\$	UNITS OF SERVICE		\$
Service		Fee	\$	UNITS OF SERVICE		\$
Subtotal						\$ 8,857.48

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

Purchase New Type of Service.

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

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

Increasing the ISA Not to Exceed Amount to: \$ 163,494.48

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

The Term (Duration) has changed: The contract term is extended by an additional _____ (days/weeks/months), and the amended expiration date is _____.

ISA Amendment History:

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

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

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

Amendment being approved by the Board of Education.

VENDOR	NAME	Marin Weinstein	TITLE	CEO
SIGNATURE			DATE	4/22/13
OUSD SITE ADMINISTRATOR	NAME	Patricia W. Myrick	TITLE	Principal
SIGNATURE			DATE	April 18, 2013

APPROVAL BY THE BOARD OF EDUCATION

PRESIDENT OF THE BOARD OF EDUCATION		DATE	5/23/13
EDGAR RAKESTRAW, JR SECRETARY, BOARD OF EDUCATION		DATE	5/23/13

Individual Service Agreement (ISA)

Amendment Routing Form

Basic Directions

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

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

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

Attachment Checklist	<input checked="" type="checkbox"/> ISA amendment packet including Board Memo, ISA amendment form, Menu of Services <input checked="" type="checkbox"/> Copy of original Individual Service Agreement <input checked="" type="checkbox"/> Copy of Prior Amendments, If Any.
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OUSD Staff Contact Emails about this ISA amendment should be sent to: Patricia.W-Myrick@ousd.k12.ca.us

VENDOR INFORMATION

CONTRACTOR NAME	Bay Area Community Resources	CITY	San Rafael	STATE	CA
SITE/DEPT NAME	Emiliano Zapata Street Academy	SITE #	313		

BUDGET INFORMATION

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

SPSA ACTION ITEM NUMBER: _____ OR SPSA MODIFICATION DOCUMENTATION ATTACHED

RESOURCE #	RESOURCE NAME	ORG KEY	REQ. NUMBER	AMOUNT
4124	21st CCLC-Core	3131862401	R0316301	\$2,697.59
4124	21st CCLC-Family Lit	3131863401	R0316354	\$5,166.29
4124	21st CCLC-Equitable Access	3131864401	R0316377	\$993.60

Amount and Reason for Amendment

Original PO Number(s)	P1303073	Reason for Amendment to ISA (check appropriate box): <input checked="" type="checkbox"/> Increase in number of units (days, hours, etc) of service. I would like to purchase additional days or hours of the same type of service purchased with the original ISA. <input type="checkbox"/> Purchase additional type of service. In addition to the services contracted for in the original ISA, I would like to purchase another type of service from this vendor.
	P1303074	
	P1303075	
Original ISA Amount	\$ 154637.00	
Amended ISA Amount	\$ 8,857.48	
New Total Contract Amount	\$ 163,494.48	

Approval and Routing (in order of approval steps)

Additional services above original contract amount cannot be provided before the amendment is fully approved and the Purchase Order amount has been increased by Procurement.

	Site Administrator or Manager	Name	Patricia W. Myrick	Phone	(510) 874-3630	Fax	(510) 874-3633
1.	Site / Department	Emiliano Zapata Street Academy					
	Signature	<i>Patricia Williams-Myrick</i>		Date Approved	<i>April 18, 2013</i>		
2.	Resource Manager , if using funds managed by: <input type="checkbox"/> State and Federal <input type="checkbox"/> Quality, Community, School Development <input checked="" type="checkbox"/> Complementary Learning / After School Programs						
	Signature	<i>Alicia Ma</i>		Date Approved	<i>4-24-13</i>		
	Signature						
3.	Regional or Executive Officer						
	Signature	<i>Alison L. McDonald</i>		Date Approved	<i>April 24, 2013</i>		
4.	Deputy Superintendent Instructional Leadership / Deputy Superintendent Business Operations						
	Signature	<i>Maria Santos</i>		Date Approved	<i>5-1-2013</i>		
5.	Superintendent or Board of Education Signature on the legal contract						
	Legal Required if not using standard contract	Approved		Denied - Reason		Date	
	Procurement	Date Received		PO Number			

Board Office Use: Legislative File Info.	
File ID Number	12-2648
Introduction Date	10-24-12
Enactment Number	12-2632
Enactment Date	10/24/12



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

Memo

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

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

Subject Individual Service Agreement - Master Memorandum of Understanding - Bay Area Community Resources (contractor) - 313/Emiliano Zapata Street Academy (site)

Action Requested Approval of the Individual Service Agreement to the Master Memorandum of Understanding between District and Bay Area Community Resources, for services to be provided primarily to 313/Emiliano Zapata Street Academy.

Background
A one paragraph explanation of why the consultant's services are needed. The attached Individual Service Agreement is the contracting of services at the negotiated price, stated in the referenced Master MOU, approved by the Board of Education on June 27, 2012 (Enactment number 12-1652).

Discussion
One paragraph summary of the scope of work. Approval by the Board of Education of an Individual Service Agreement to the Master Memorandum of Understanding (MMOU) between the District and Bay Area Community Resources, San Rafael, CA, for the latter to provide its Menu Option C- Lead Agency Unit for Arts, Recreation, Leadership and Family Literary activities in its capacity as a Comprehensive After School Program Lead Agency at Emiliano Zapata Street Academy for the period of July 1, 2012 through August 31, 2013, in an amount not to exceed \$154,637.00, pursuant to the terms and conditions as specified in the MMOU.

Recommendation Approval by the Board of Education of an Individual Service Agreement to the Master Memorandum of Understanding between the District and 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 Emiliano Zapata Street Academy for the period July 1, 2012 through August 31, 2013.

Fiscal Impact Funding Resource: 4124/21st Century High School After School Safety and Enrichment for Teens (ASSETs) Grant in an amount not to exceed \$154,637.00.

Attachments

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

Board Office Use: Legislative File Info.	
File ID Number	12-2648
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Enactment Number	12-2632
Enactment Date	10/24/12



OAKLAND UNIFIED SCHOOL DISTRICT

Community Schools, Thriving Students

INDIVIDUAL SERVICE AGREEMENT (ISA) 2012-2013

MASTER MOU INFORMATION			
VENDOR NAME	Bay Area Community Resources		
VENDOR #	1001628	ENACTMENT #	
SITE / DEPT NAME	Emiliano Zapata Street Academy	SITE #	313
OUSD STAFF CONTACT - EMAILS ABOUT THIS CONTRACT SHOULD BE SENT TO:		patricia.w-myrick@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)
C-Lead Agency Cost for Small High School	9-12	\$ 156,000.00	1	\$ 133,160.00
		\$		\$
		\$		\$
TOTAL AMOUNT				\$ 154,637.00

IF FEE DOES NOT EQUAL RATE PER UNIT MULTIPLIED BY DESIRED UNITS, EXPLAIN REASON FOR ALTERED RATE:
 1e. School opting to fund high school academic liaison, reducing above costs to ensure academic alignment.
 #R0305327, R0305329, R0305331

BUDGET INFORMATION					
REQUISITION NUMBER		START DATE	07/01/2012	END DATE	08/31/2013
RESOURCE #	RESOURCE NAME	ORG KEY		AMOUNT	
4124	21st CCLC ASSETS	31 31862401-5825		\$115,978.00	
4124	21st CCLC ASSETS	31 31863401-5825		\$17,182.00	
4124	21st CCLC ACCESS	31 31864401-5825		\$21,477.00	

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	5/15/12
OUSD SITE ADMINISTRATOR	NAME	PATRICIA W. MYRICK	TITLE	PRINCIPAL
SIGNATURE			DATE	7/16/12

APPROVAL				
IF USING FUNDS REVIEWED BY STATE AND FEDERAL PROGRAMS OR Quality Community School Development				
SPSA ACTION ITEM NUMBER: _____ OR, SPSA MODIFICATION DOCUMENTATION ATTACHED				
RESOURCE MANAGER, if using funds managed by:				
<input type="checkbox"/> State and Federal <input type="checkbox"/> Quality Community School Development <input checked="" type="checkbox"/> After School Programs				
SIGNATURE			DATE	7-13-12
SIGNATURE			DATE	
NETWORK OR DEPARTMENT EXECUTIVE OFFICER				
SIGNATURE			DATE	7-16-12
PRESIDENT AND THE SECRETARY OF THE BOARD OF EDUCATION				
SIGNATURE			DATE	10/25/12
SIGNATURE			DATE	10/25/12

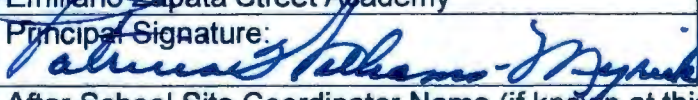
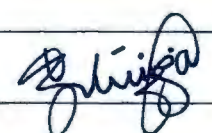
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OUSD After School Programs
funded by 21st Century Community Learning Center grant

21st CCLC After School Program Plan
High Schools
2012 - 2013

SECTION 1: School Site Information

School Site: Emiliano Zapata Street Academy	Date: May 22, 2012
Principal Signature: 	Lead Agency Signature: 
After School Site Coordinator Name (if known at this time): Erin Brown	

SECTION 2: After School Alignment with Community School Strategic Site Plan (CSSSP)

Mark the following Strategic Priority areas of the school's CSSSP where this after school program is identified as a high leverage strategy.

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

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

1. Students develop a love for learning.

Impact: Students have opportunities to acquire new skills, engage in creative learning, share their talents, and leave a positive mark in their school-communities. There is an increase in student attendance during the school day as a result of students feeling more motivated. There is an increase in the number of students accessing higher learning opportunities (career or vocational pathways) beyond high school.

2. Students are guided and supported in their efforts of realizing their goals, hopes and aspirations.

Impact: Student engagement in the AS is at 100%; every student participant, regardless of their academic, behavioral or environmental risk factors has a place in AS. Parents are valued for their knowledge and life experiences and there is parent participation every day in the AS environment.

3. Students participating in AS have access to individualized academic support and academic mentoring.

Impact: Students have ownership of their education, and are successful in their academic development and academic achievement. School faculty supports AS academic alignment, credit recovery/ credit accumulation opportunities, career exploration and college.

4. Students make healthy choices, understand their cultural history and honor and respect each other's diverse backgrounds and identities.

Impact: The AS program is a positive environment where students can safely engage in their emotional and socio-cultural development. Students gain cross-cultural understanding and are equipped with skills to successfully navigate our diverse society.

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	- Offer CAHSEE prep classes after school to target students who have not passed this	• Students who participate in the CAHSEE earlier in the year will have greater	• Previous CAHSEE Test Scores for Students

<p>graduating from high school?</p>	<p>graduation exam. Street Academy will focus on 10th graders and Seniors</p> <ul style="list-style-type: none"> • Offer ASP classes that qualify as electives and provide credits that are part of graduation requirements; these classes may include: Community College concurrent enrollment; community service hours; Fashion: Urban Arts; P.E. 	<p>chances of passing it at the end of the school year and graduate from high school</p> <ul style="list-style-type: none"> • All Senior class at Street Academy will have access to ASP electives that provide credits that support high school graduation 	<ul style="list-style-type: none"> • Students who need credit recovery opportunities will be referred by the counselor
<p>Satisfactory School Day Attendance: How many more Oakland children are attending school 95% or more?</p>	<ul style="list-style-type: none"> • ASP will provide individualized academic support, academic mentoring by creating a healthy, safe and diverse program. • ASP will assist students in developing a love for learning; support their efforts in achieving their academic and career goals. 	<ul style="list-style-type: none"> • A well-rounded ASP that meets academic and social-emotional needs of students will result in students' increase in attendance of the school. • 85% of students participating in ASP will increase their school day attendance. 	<ul style="list-style-type: none"> • Run attendance reports every month through youth services (Cityspan) and Aeries to check the stability of our attendance. • Attendance reports will be shared with each ASP staff during monthly staff meetings; this review will help with creating a shared sense of accountability for attendance
<p>Job Skills/Career readiness: How many more students have meaningful internships and/or paying jobs?</p>	<p>- ASP will offer an intern development class that teaches basic skills needed for employability, and exposes students to a wide range of career opportunities</p> <p>- Internship class meets 2 time per week; focus on goal setting/ planning, job readiness and life skills</p>	<ul style="list-style-type: none"> • 20 students will successfully complete the job and career readiness program. • 20 students will be exposed to the world of work and careers by taking field trips to a variety of schools, training centers, and business and by participating in career fairs • 20 students will be matched with internships, externships, jobs or apprenticeship programs; these student interns will exhibit leadership roles 	<p>Student transcripts: School Counselor will refer Seniors and Sophomores that are maintaining GPA 2.0 and students with consistent attendance</p>

	Other activities: - Career Exploration workshop series (Online KUDOR curriculum, field visits, career panels)	<ul style="list-style-type: none"> 10 Seniors will have enrolled into Community colleges or Vocational pathways as a result of exposure 	
Health and Well-being: How many more Oakland children have access to, and use, the health services they need?	- All students participating in AS P will access a variety of opportunities that support their social and emotional development.	- 85% Students engaged in ASP will gain access to social emotional support provided by partnering agencies and services.	Teacher/Mentor/Counselor referrals and coordination with on-site service providers

SECTION 4: Program Model and Lead Agency Selection

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

- Traditional After School:** *voluntary program open to all students, with enrollment priorities targeting certain students*
 Extended School Day: *additional class periods added to the bell schedule during after school hours for students of a particular grade and/or all students of the school*
 Blended/Hybrid: *combination of some extended day and some traditional after school programming*

Description and Rationale for Selection of Lead Agency

Describe how the selected Lead Agency partner will support the school's plans for Full Service Community School development. Note: If school is managing program, site is considered to be the Lead Agency. In this case, describe how the hired After School Site Coordinator will support school plans for FSCS development.)

As a lead agency, BACR brings a track record of experience in designing and providing youth development programs, including after school programs. BACR after-school programs promote the successful, holistic development of Oakland youth by providing opportunities for young people to acquire new skills, engage in creative learning, share their talents, and leave a positive mark in their communities. We collaborate with fellow community-based organizations and schools to provide high-quality after-school experiences for youth throughout Oakland.

BACR's after-school programs are customized to individual school communities, managed by well-qualified and well-supported staff, leverage a variety of community assets, and continually strive to improve our service.

- Work with principals and teachers to craft programs that support each school's goals for student development and achievement.
- Provide a full-time, on-site coordinator at each school who is primarily responsible for the day-to-day operation of the program.

- Our site-based staff is supported by experienced coordinators and BACR administrative staff manages most paperwork. These agency-level supports assure that site-based staff are supervised and mentored by seasoned professionals and are required to spend less time on administrative tasks.
- BACR partners with tutors, academic intervention entities, community colleges, arts organizations, and other experts to provide a variety of activities for students, and leverage existing school-based academic support resources to provide a continuum of learning opportunities for students

SECTION 5: ATTENDANCE, PROGRAM DATES, AND PROGRAM SCHEDULE

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

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

Required # of Program Days your program will operate during School Year 2012-2013: (reminder: there should be a sufficient number of program days offered weekly to fulfill the required 15 hours/week of program)	180
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Projected Daily Attendance during School Year 2012-2013:	75
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Program Schedule

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

* See Attached Schedule

SECTION 6: Academics

Your site should plan to offer a range of academic supports and MUST include:

1) CAHSEE Prep 2) Credit Recovery 3) Tutoring

Other possible supports may include computer lab, STEM Programs, Academic Intervention, project-based learning, and coordination with SES tutoring.

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

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

Target Population	Academic Support (choose one)	CSSSP goal(s) or school need supported by activity	Measurable Outcomes	Description of program/activity	Instructional Strategies

<p>1</p>	<p>9th graders scoring below basic.</p> <p>Students scoring below basic on CST Math</p> <p>Students not passing Algebra and Geometry classes</p>	<p><input type="checkbox"/> Homework Support <input checked="" type="checkbox"/> Tutoring <input checked="" type="checkbox"/> Skill Building <input checked="" type="checkbox"/> Academic Intervention <input checked="" type="checkbox"/> Credit Recovery <input type="checkbox"/> CAHSEE Prep <input type="checkbox"/> Other</p>	<p>Help Street Academy get out of its Program Improvement (PI) status by increasing the number of students scoring at the proficient level on CST Math</p>	<p>ALL BB 9th grade students successfully complete Algebra 1 remedial during the first quarter.</p> <p>ALL credit deficient students earn full credit in current level math through credit recovery in the afternoon program by the end of the second quarter</p>	<p>The following ASP activities support school-wide efforts to move students from BB to Basic on CST Math:</p> <p>Quarter 1: 9th grade Math Support – meets 4x per week</p> <p>Quarter 2: Algebra support classes for 9th grade/ students. Meets 2x per week</p> <p>Geometry support classes for students who are failing or did not earn FULL credit in Geometry during the 1st quarter. Meets 2x per week</p> <p>Quarter 3: Algebra support classes for students who are failing or did not earn FULL credit in Algebra 2 during the 1st or 2nd quarters. Meets 2x per week</p> <p>Geometry support classes for students who are failing or did not earn FULL credit in Geometry during the 1st or 2nd quarters. Meets 2x per week</p>	<p>These classes will be carried by Certificated staff and an ASP staff tutor. They will use one-on one instruction, group skill building and overall rigorous skill building practice</p>
	<p>11th and 12th graders</p>	<p><input type="checkbox"/> Homework Support <input type="checkbox"/> Tutoring <input type="checkbox"/> Skill Building</p>	<p>100% of all graduating seniors will pass the</p>	<p>100% of seniors have passed CAHSEE by graduation.</p>	<p>Quarter 1: Identified 11th and 12th graders meet 4x per week</p>	<p>Through the use of Revolution Prep. There will be a</p>

	who have not passed CAHSEE 10 th graders	<input type="checkbox"/> Academic Intervention <input type="checkbox"/> Credit Recovery <input checked="" type="checkbox"/> CAHSEE Prep <input type="checkbox"/> Other	CAHSEE. Test taking strategies and skill building are offered in ASP to assist students in reaching higher academic goals.	100% of 10 th graders will have the option to take ASP CAHSEE test prep in order to be better prepared to pass the CAHSEE on their first try	Quarter 2: 10 th graders meet 3x per week. Class includes skill building practice and practice tests to hone skills in weak areas.	combination of individual work and teacher instruction.
2	Students reading below a 6 th grade level Students scoring below basic on CST ELA	<input type="checkbox"/> Homework Support <input checked="" type="checkbox"/> Tutoring <input checked="" type="checkbox"/> Skill Building <input type="checkbox"/> Academic Intervention <input checked="" type="checkbox"/> Credit Recovery <input type="checkbox"/> CAHSEE Prep <input type="checkbox"/> Other	Supports the goal of 60% of students overall improving in English Language Arts by 5% from the prior year	60% of students overall improving in English Language Arts by 5% from the prior year. Students move from below basic to basic on CST ELA.	ELA Support- meets 3x per week. Class focus is on continual assessment of reading and comprehension levels. Students complete several small projects throughout the quarter and progress is monitored until reaching the proficiency level.	Class completes several small projects that include reading reflection and creative writing. Students are progressively moved to higher reading and writing levels until they can be graduated from the ELA course.
3	All students needing additional support in core class subjects, or help completing work independently,	<input checked="" type="checkbox"/> Homework Support <input checked="" type="checkbox"/> Tutoring <input type="checkbox"/> Skill Building <input type="checkbox"/> Academic Intervention <input type="checkbox"/> Credit Recovery <input type="checkbox"/> CAHSEE Prep <input type="checkbox"/> Other	Supports the academic progress of students to help increase test score passing rates	Supports the SPSA goal of: 60% of students overall will improve in math and English language arts by 5% from the prior year if participating regularly (3x/ week or more)	Homework assistance and tutoring is available every day in homework center and in designated teachers' classrooms	Group meets regularly and there is a combination of individual work, group work, teacher instruction and peer-to-peer tutoring

SECTION 7: CAREER-RELATED ACADEMIC ENRICHMENT & PHYSICAL ACTIVITY / RECREATION
 Career-related enrichment activities and physical activity/recreation are required components of the ASES and 21st Century grants. Enrichment activities should provide students with the opportunity to develop 21st Century Skills, explore career-related fields, and apply 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 Career Pathways, school goals for health and wellness, positive school climate, arts learning, and student engagement.

Type of Career-	Rationale	CSSSP goal(s) or school need	Brief Description	Targeted Skills	Measurable Outcome
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related Enrichment		supported by activity			
Physical Fitness	<input checked="" type="checkbox"/> Student Identified <input checked="" type="checkbox"/> School Identified <input checked="" type="checkbox"/> Parent Identified <input type="checkbox"/> Other (specify)	Street Academy students will participate in activities that promote healthy living, are engaging, and build healthy social relationships	Coed basketball team will meet 4x per week for workouts, practice, and skill building during the off season, and 3x per week with competitive play once a week during Basketball season.	<input checked="" type="checkbox"/> Social Skills/Conflict Res. <input type="checkbox"/> Leadership <input type="checkbox"/> Academic (specify) <input type="checkbox"/> Internships/Linked Learning <input type="checkbox"/> 21 st Century skills <input checked="" type="checkbox"/> Health/Fitness <input type="checkbox"/> Other (specify)	<p>-15 students will participate on a consistent basis in physical fitness and basketball. These students will have better attendance rates than their peers not participating in ASP.</p> <p>-15 Basketball players will contribute to a positive school culture and school pride</p> <p>- 15 Basketball players will have increased their basketball skills</p>
Physical Fitness	<input checked="" type="checkbox"/> Student Identified <input checked="" type="checkbox"/> School Identified <input checked="" type="checkbox"/> Parent Identified <input type="checkbox"/> Other (specify)	Street Academy students will participate in activities that promote healthy living, are engaging, and build healthy social relationships	Coed soccer team will meet 4x per week for workouts, practice, and skill building during the off season, and 3x per week with competitive play once a week during Soccer season.	<input checked="" type="checkbox"/> Social Skills/Conflict Res. <input type="checkbox"/> Leadership <input type="checkbox"/> Academic (specify) <input type="checkbox"/> Internships/Linked Learning <input type="checkbox"/> 21 st Century skills <input checked="" type="checkbox"/> Health/Fitness <input type="checkbox"/> Other (specify)	<p>-15 students will participate on a consistent basis in physical fitness and soccer. These students will have better attendance rates than their peers not participating in ASP.</p> <p>- 15 soccer players will contribute to a Positive school culture and school pride</p> <p>- 15 soccer</p>

					players will have increased their soccer skills
Yoga	<input checked="" type="checkbox"/> Student Identified <input checked="" type="checkbox"/> School Identified <input type="checkbox"/> Parent Identified <input type="checkbox"/> Other (specify)	Street Academy students will participate in activities that promote healthy living	15 students participate in twice weekly yoga sessions. Class includes terminology, yoga poses, breathing and stress-reduction techniques; towards the end of the Quarter the class incorporates student led exercises.	<input type="checkbox"/> Social Skills/Conflict Res. <input type="checkbox"/> Leadership <input type="checkbox"/> Academic (specify) <input type="checkbox"/> Internships/Linked Learning <input type="checkbox"/> 21 st Century skills <input checked="" type="checkbox"/> Health/Fitness <input type="checkbox"/> Other (specify)	15 students are exposed to the benefits of a regular yoga practice. These benefits include" stress management, and physical wellness
Career Exploration	<input type="checkbox"/> Student Identified <input checked="" type="checkbox"/> School Identified <input type="checkbox"/> Parent Identified <input checked="" type="checkbox"/> Other (Grant specified)	<p>- Increased GPA -Increased attendance -Meets OUSD elective requirements</p> <p>-Provides opportunities for students to learn work and career related skills and to develop 21st century skills</p>	<p>ASP provides students with an internship that offers H.S. and college credits:</p> <p>*Quarter 1: 2x week class offering job and career readiness; leadership; life and organizational skills</p> <p>*Quarter 2: Placements of students begin to career/ job training opportunities; utilization of software KUDOR Navigator</p> <p>*Quarter 3: Continue supporting students with their placements. Goal of Quarter 3 is student retention, and successful transition to summer jobs and career training opportunities.</p>	<input type="checkbox"/> Social Skills/Conflict Res. <input checked="" type="checkbox"/> Leadership <input type="checkbox"/> Academic (specify) <input checked="" type="checkbox"/> Internships/Linked Learning <input checked="" type="checkbox"/> 21 st Century skills <input type="checkbox"/> Health/Fitness <input type="checkbox"/> Other (specify)	<p>- 15 students will successfully complete the job and career readiness program.</p> <p>- 15 students will be exposed to the world of work and careers by taking field trips to a variety of schools, training centers, and business and by participating in career fairs</p> <p>- 15 students will be matched with internships, externships, jobs or apprenticeship programs; these student interns will exhibit leadership roles</p>

	success.	evening. Dinner, translation and childcare will be provided in order to increase parent participation		
Quarter 3: Senior breakfast	- Increase and support parent involvement at Street Academy. Parents play a pivotal role in student and school success.	We will host a breakfast gathering for students and parents to discuss Senior projects and next steps for Seniors.	85% of parents of Seniors will have additional opportunities to support their students in their life after high school transition.	Creates a strong and supportive school community for student success.
Quarter 3: Parent Workshop	- Increase and support parent involvement at Street Academy. Parents play a pivotal role in student and school success.	Parents will identify workshop topics that they need; Parent Liaison will then schedule the workshop for parents during the evening. Dinner, translation and childcare will be provided in order to increase parent participation	85% of parents of students involved in the afternoon program have access family literacy activities	Creates a strong and supportive school community for student success.
Quarter 3: Internship Program completion ceremony	- Increase and support parent involvement at Street Academy. Parents play a pivotal role in student and school success.	Students participating in the internship program will be awarded for their achievements. Information will be given to parents on preparation for Summer internships	100% of students who are placed participate in ceremony and receive award.	Creates a strong and supportive school community for student success. The parent and school community recognizes and celebrates student success.

PARENT LIAISON:

Describe the anticipated duties of the Parent Liaison in your program. Also identify what supports your school site will provide the Parent Liaison, including training and materials.

Specific Responsibilities:

- Be responsible for identifying activities that effectively support parent involvement and connection to the school community.
- Be responsible for all aspects of promotion, outreach, and implementation of family literacy events or activities.
- Develop and maintain partnerships with other community-based organizations to strengthen program's activities.
- Coordinate and support school's efforts in outreaching parents; develop positive relationships with school staff and school administration.
- Manage all logistical support and resources that support family literacy activities; these include but are not limited to coordinating childcare, food, securing guest speakers, presentations, workshops.
- Support family related events at school sites and/or in the after school programs.
- Participate at the school's coordinating bodies (SSC, advisory, service providers)
- Maintain records of project developments, volunteer services and survey results for use in evaluations and reports to funders.
- Submit timesheets; keep record of participant lists and sign-in sheets.-
- Communicate regularly and openly with Site Coordinator and school staff.

SECTION 9: Chronic Absence Action Plan

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

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

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

Strategies to Support Attendance	Action Steps
a) Recruit and address the needs of students who are at risk of chronic absenteeism.	
b) Inform parents about the importance of attendance and encourage parents to help each other get their students to class.	Parent liaison will outreach and contact guardians to discuss learning loss due to absenteeism. This will include a review on transcript literacy, and graduation requirements. Target population will be identified thru the referrals by site coordinator and Street Academy staff. These meetings will take place once per Quarter at the conclusion of the marking periods.
c) Track students with poor program attendance and reach out to find out why and how attendance could be improved.	Site coordinator and parent liaison will identify students' barriers to participation and attendance. Parent liaison will connect with families and will work to improve or remove barriers to participation.
d) Celebrate good attendance and/or offer meaningful incentives to attract and reward students for attending our program.	

SECTION 10: Coordination with Other Service Providers

In the Full Service Community School model, the school becomes a hub of services where various types of service providers come together, work together, and coordinate their efforts to meet the holistic needs of students and families.

Indicate which group(s) at your school will your after

COST team (Coordination of Services Team)

<p>school leader (site coordinator or agency director) actively participate in, in order to increase alignment between after school and school day efforts.</p>	<ul style="list-style-type: none"> <input type="checkbox"/> SST (Student Study Team) <input type="checkbox"/> XSSC (School Site Council) <input checked="" type="checkbox"/> X ELT (Educational Leadership Team) <input type="checkbox"/> PTA <input checked="" type="checkbox"/> X Attendance Team/Workgroup <input type="checkbox"/> CSSSP (Community School Strategic Site Planning) team <input type="checkbox"/> Other (specify)
<p>List key community partners whom you will actively collaborate with to accomplish the goals of your program. (including industry and other CBO partners, where youth are doing their internships)</p>	<ul style="list-style-type: none"> - Youth Bridge - Laney College - BACR's cascading mentorship program - Oakland Youth Roots - Bay Peace
<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 liaison, etc.) whom you will actively collaborate with to accomplish the goals of your program.</p>	<ul style="list-style-type: none"> - Restorative Justice Program - Mental Health counseling (provider TBD) - Drug and Alcohol counseling (provider TBD)

2012-13 After School Enrollment Policy for Emiliano Zapata Street Academy 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
Incoming 9 th Grade class	9 th grade enrollment list	Optional
Support students who are not on track for graduation	Through transcript literacy ASP staff in coordination with school day staff will be able to identify students who are not on track to graduate and will identify need for referrals in: credit recovery, CAHSEE Prep and academic acceleration	Combination of Optional and Mandatory
Seniors	All school seniors in need of credit recovery, CAHSEE Prep and academic acceleration	credit recovery , CAHSEE Prep and academic acceleration

Grade levels prioritized for programming: 9-12th

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.

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 ongoing program outreach and recruitment efforts, beginning in Spring 2012.

Timeline	After School Enrollment Steps/Process	Individual(s) responsible
Summer 2012	Provide Leadership, Job Placements, Life Skills to 10 students who will then be the spokespeople for the ASP will play a significant role in promotion of program.	Site Coordinator
Fall 2012	ASP Open House and Registration week (week prior to school opening)	Site Coordinator and AS Staff

Important dates to include in your timeline:

- May – June: Early outreach and recruitment for summer program and 2012-13 school year program.
- August – September: New school year enrollment of students for remaining program slots.
- After school programs begin on 1st Day of school.
- Parents are notified about their student’s participation in program at beginning of school year (specify date).
- All programs must maintain waitlists after program slots are filled.

School Support for Program Recruitment

Describe how the school will support after school program recruitment efforts. Specify how school staff will help promote the after school program, refer students, and communicate with families about program opportunities:

1. Site Coordinator, the site team (ASP and Certificated staff) will create plan to recruit and match students with Afternoon classes or ASP opportunities. This may include doing joint school and ASP registration.

services to promote conflict resolution and positive program climate.

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

Cost: \$21,750

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

- 2a. School opting to provide a portion of family literacy services with own staffing and resources.
- 2b. School opting to provide a portion of Equitable Access services with own staffing and resources.
- 2c. School providing own supplies to support family literacy or equitable access services.
- 2d. School partnering with other providers to provide a portion of family literacy or equitable access services.



CERTIFICATE OF LIABILITY INSURANCE

OF ID: SG

DATE (MM/DD/YYYY)

07/05/11

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies 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 Schmale	415-493-2500 415-493-2505	CONTACT NAME: Sindy Graham, ext 131 PHONE (A/C No., Ext.): 415-493-2500 FAX (A/C No.): 415-493-2505 E-MAIL ADDRESS: sgraham@fp-ins.com PRODUCER CUSTOMER ID #: BAYAR-3
INSURED Bay Area Community Resources, Inc. 171 Carlos Drive San Rafael, CA 94903-2005	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Philadelphia Indemnity Ins Co.	NAIC # 32750
	INSURER B: Sparta Insurance Company	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	MODAL 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 <input checked="" type="checkbox"/> Abuse Sublimit 1,000,000 GENL AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X	PHPK740321	07/01/11	07/01/12	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 - COMPROP AGG \$ 2,000,000	
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		PHPK740321	07/01/11	07/01/12	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$	
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000		PHUB350578	07/01/11	07/01/12	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ \$ \$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	006WK0124400	07/01/11	07/01/12	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER 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		PHPK740321	07/01/11	07/01/12	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 - 2nd Avenue
 Oakland, CA 94606

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

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POLICY NUMBER: * PHPK740321
Bay Area Community Resources, Inc.

COMMERCIAL GENERAL LIABILITY

EFFECTIVE: * July 1, 2011 - 2012

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.

EPLS

Excluded Parties List System

Search Res
Firm, Entity, or Vendor : B
as of 31-May

sources

Search Results

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



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

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

TO: Board of Education

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

SUBJECT: Master Memorandum of Understanding between OUSD and Bay Area Community Resources

ACTION REQUESTED

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

BACKGROUND

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

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



DISCUSSION

Vendor: Bay Area Community Resources

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

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

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

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

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

FISCAL IMPACT

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



RECOMMENDATION

Approval of Master MOU between the Oakland Unified School District authorizing the President and Secretary of the Board to enter into and execute a Master Memorandum of Understanding and Individual Service Agreement(s) with Bay Area Community Resources in an amount Not-To-Exceed \$2,974,784.00.

ATTACHMENTS: Master MOU

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



OAKLAND UNIFIED SCHOOL DISTRICT

Community Schools, Thriving Students

**MEMORANDUM OF UNDERSTANDING
BETWEEN
OAKLAND UNIFIED SCHOOL DISTRICT and
Bay Area Community Resources
2012-2013**

1. INTENT

- 1.1 **Intent of this Memorandum of Understanding.** This Memorandum of Understanding (hereinafter "MOU") establishes the Oakland Unified School District's (hereinafter "OUSD") intent to establish a relationship with Bay Area Community Resources (hereinafter "CONTRACTOR"), to provide services to OUSD as described and stated in full in the Individual Service Agreement(s).

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

- 1.2 **This Master MOU shall include an Individual Services Agreement (hereinafter "ISA") developed for each OUSD site CONTRACTOR is to provide services.** It is understood that this Master MOU does not commit OUSD to pay for services provided by any CONTRACTOR, unless and until an authorized OUSD representative approves the service, and a Purchase Order is issued by OUSD's Procurement department and the ISA(s) are ratified by the Board of Education.

2. TERMS AND CONDITIONS

- 2.1 **Term of Agreement.** The term of this agreement shall be July 1, 2012 to June 30, 2013 and may be extended by written agreement of both parties. **ISA's are void upon termination or expiration of the Master MOU.**
- 2.2 **All terms and conditions apply jointly and severally to all CONTRACTOR'S employees, agents, partners, subcontractors, and/or volunteers acting on behalf of, and by the direction of CONTRACTOR.**
- 2.3 **Notice of Termination.** OUSD may, at any time, terminate this Agreement upon not less than five (5) days written notice to CONTRACTOR. OUSD shall compensate CONTRACTOR for services satisfactorily provided through the date of termination. In addition, OUSD may terminate this agreement for cause should CONTRACTOR fail to perform any part of this Agreement. In the event of termination for cause, OUSD may secure the required services from another contractor. If the cost to OUSD exceeds the cost of providing the services pursuant to this Agreement, CONTRACTOR shall pay the additional cost.
- 2.4 **Choice of Law.** This Agreement shall be performed in Oakland, CA and is governed by the laws of the State of California.
- 2.5 **Licenses and Permits.** CONTRACTOR shall obtain and keep in force all licenses, permits, and certificates necessary for the performance of this Agreement.
- 2.6 **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
- 2.7 **Conflict of Interest.** CONTRACTOR shall abide by and be subject to all applicable OUSD policies, regulations, statutes or other laws regarding conflict of interest. CONTRACTOR shall not hire any officer or employee of OUSD to perform any service by this Agreement without first obtaining the prior written approval of OUSD. CONTRACTOR affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between CONTRACTOR's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to OUSD's attention in writing.

- 2.8 **Drug-Free / Smoke Free Policy.** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, CONTRACTORS, or subcontractors are to use drugs on these sites.
- 2.9 **Anti-Discrimination.** Consistent with the policy of OUSD in connection with all work performed under Contracts, CONTRACTOR shall not engage in unlawful discrimination in employment on the basis of actual or perceived race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex or sexual orientation. CONTRACTOR agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and OUSD policy. In addition, CONTRACTOR agrees to require like compliance by all its subcontractor(s).
- 2.9A **Local, Small Local and Small Local Resident Business Enterprise Program (L/SL/SLRBE).** OUSD requires a twenty percent (20%) minimum local participation requirement for all professional service contracts over the informal bidding threshold (Public Contract Code Section 20111). Contractors shall comply with the twenty percent (20%) local business participation requirement at a rate of ten percent (10%) local and 10% small local and/or small local resident business participation. Business entities must be certified by the City of Oakland in order to earn credit toward meeting the twenty percent participation requirement. A copy of the District's S/SL/SLRBE Policy can be obtained from the OUSD website: www.ousd.k12.ca.us
- 2.10 **Limitation of OUSD Liability.** Other than as provided in this Agreement, OUSD's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall OUSD be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
- 2.11 **CONTRACTOR costs or expenses.** OUSD shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for OUSD except as follows:
None, in an amount not to exceed \$0.00.
- 2.12 **Liability of CONTRACTOR to correct unsatisfactory work.** The granting of any payment by OUSD, or the receipt thereof by CONTRACTOR, shall in no way lessen the liability of CONTRACTOR to correct unsatisfactory work, although the unsatisfactory character of that work may not have been apparent or detected at the time a payment was made. Work, which does not conform to the requirements of this Agreement, may be rejected by District and in that case must be replaced by CONTRACTOR without delay.
- 2.13 **Waiver.** No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of the Agreement.
- 2.14 **Submittal of Documents.** CONTRACTOR shall not commence the Work under this Contract until CONTRACTOR has submitted and OUSD has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:
- a) Signed Agreement
 - b) Workers' Compensation Certification
 - c) Insurance Certificates and Endorsements
 - d) Fingerprinting/Criminal Background Investigation Certification (provided with invoice)
 - e) Tuberculosis Clearance – Test Showing Negative Results (provided with invoice)

- 2.15 **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
- 2.16 **Changing Legislation.** CONTRACTOR understands that changes in Federal, or state legislation or District policy may impact funding levels, grant requirements, and responsibilities of CONTRACTOR during an academic school year. This MOU may be amended during the 2010-11 fiscal year to reflect additional changes resulting from such legislation.

3. ADMINISTRATION OF MASTER MOU.

- 3.1 All notices provided for by this Master MOU shall be in writing. Notices shall be mailed or delivered by hand and shall be effective as of the date of receipt by addressee.

Contract Administrator	Joel Ross
Department	Procurement
Address	900 High Street
City, State, Zip	Oakland, CA 94601
Phone	510-434-2247

- 3.2 Notices to CONTRACTOR shall be addressed as indicated:

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

4. AREAS OF AUTHORITY

- 4.1 **Oakland Unified School District.** The Oakland Unified School District is responsible for fiduciary and programmatic oversight for the expenditure of funds contracted to CONTRACTOR by OUSD for fiscal year 2012-2013.
- 4.2 **Independent Contractor.** This is not an employment contract. CONTRACTOR, is an independent contractor or business entity, and will be responsible for operations and management of its employees to sufficiently carry out the agreed upon Scope of Work. CONTRACTOR understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of OUSD, and are not entitled to benefits of any kind or nature normally provided or entitled to employees of OUSD, including, but not limited to, State Unemployment Compensation or Worker's Compensation. CONTRACTOR shall assume full responsibility for payment of all Federal, State, and local taxes or contributions necessary to do business in the State of California, including unemployment insurance, social security and income taxes with respect to CONTRACTOR's employees. In the performance of the work herein contemplated, CONTRACTOR is an independent contractor, with the sole authority for controlling and directing the performance of the details of the work, OUSD being interested only in the results obtained.
- 4.3 **Fiscal oversight and management.** CONTRACTOR shall be responsible for providing oversight, fiscal management, payroll services and technical assistance to its agents, employees or subcontractors. CONTRACTOR may be required to facilitate and collaborate with other service providers as necessary.
- 4.4 **No Rights in Third Parties.** This agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
- 4.5 **Ownership of Documents.** All documents created by CONTRACTOR pursuant to this Agreement, including but not limited to reports, designs, schedules, and other materials prepared, or in the process of being prepared, for the services to be performed by CONTRACTOR, are and shall be at the time of creation and thereafter the property of the OUSD, with all intellectual property rights therein vested in the OUSD at the time of creation. The OUSD shall be entitled to access to and copies of these materials

during the progress of the work. Any such materials in the hands of CONTRACTOR or in the hands of any subcontractor upon completion or termination of the work shall be immediately delivered to the OUSD. If any materials are lost, damaged or destroyed before final delivery to the OUSD, CONTRACTOR shall replace them at its own expense and CONTRACTOR hereby assumes all risks of loss, damage or destruction of or to such materials. CONTRACTOR may retain a copy of all materials produced under this Agreement for its use in its general business activities.

- 4.6 Copyright/Trademark/Patent/Ownership.** CONTRACTOR understands and agrees that all matters produced under this Agreement shall become the property of OUSD and cannot be used without OUSD's express written permission. OUSD shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark, and/or patent of said matter in the name of OUSD. CONTRACTOR consents to use of CONTRACTOR's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium. These matters include, without limitation, drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any other original works of authorship, or other documents prepared by CONTRACTOR or its Sub-CONTRACTORS in connection with the Services performed under this Agreement. All works shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in those works are the property of OUSD.
- 4.7 Confidentiality.** The CONTRACTOR and all CONTRACTOR's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information and documents received. CONTRACTOR understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
- 4.8 Contractor Changes.** CONTRACTOR may, at any time, by written order, make changes within the scope of work and services described in this Agreement. If such change(s) cause an increase or decrease in the budgeted cost of, or the time required for performance of the agreed upon work, CONTRACTOR shall so advise the OUSD immediately via the Contracts Administrator with a revised ISA. The revised ISA shall explain the circumstances giving rise to the unforeseen condition or contingency and shall set forth the proposed adjustment in compensation. Such notice shall be given the OUSD prior to the time that CONTRACTOR performs work or services related to the proposed adjustment in compensation. Any and all pertinent changes shall be expressed in a written supplement to this Agreement prior to implementation of such changes.
- 4.9 Removal of Staff.** In the event that OUSD, in its sole discretion, at any time during the term of this MOU, desires the removal of any CONTRACTOR related persons, employee, representative or agent from OUSD school site and, or property, CONTRACTOR shall immediately upon receiving notice from OUSD of such desire, cause the removal of such person or persons.
- 4.10 CONTRACTOR Qualifications / Performance of Services.**
- (a) **CONTRACTOR Qualifications.** CONTRACTOR is specially trained, experienced, competent and fully licensed to provide the Services required by this Agreement in conformity with the laws and regulations of the State of California, the United States of America, and all local laws, ordinances and regulations, as they may apply.
 - (b) **Standard of Care.** CONTRACTOR represents that CONTRACTOR has the qualifications and ability to perform the Services in a professional manner, without the advice, control, or supervision of OUSD. CONTRACTOR's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and *practices of its profession for services to California school districts.*
- 4.11 Employees or Subcontractors of CONTRACTOR.** Consistent with invoicing requirements in Section 7, CONTRACTOR shall submit a list of employees or other persons who were working on the District's school sites for the period CONTRACTOR is invoicing. In the event that OUSD, in its sole discretion, at any time during the term of this Agreement, desires the removal of any CONTRACTOR related persons,

employee, representative or agent from the OUSD school site and, or property, CONTRACTOR shall immediately upon receiving notice from OUSD of such desire, cause the removal of such person or persons.

4.12 OUSD's Evaluation of CONTRACTOR and CONTRACTOR's Employees and/or Subcontractors. OUSD may evaluate the CONTRACTOR's work in any way that OUSD is entitled to do so pursuant to applicable law. The OUSD's evaluation may include, without limitation:

(a) Requesting that OUSD employee(s) evaluate the CONTRACTOR and the CONTRACTOR's employees and subcontractors and each of their performance.

(b) Announced and unannounced observance of CONTRACTOR, CONTRACTOR's employee(s), and/or subcontractor(s).

5. CONDUCT OF CONTRACTOR.

5.1 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:

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

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

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

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

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

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

5.7 Maintain five sets of essential collaborative relationships to ensure partnerships towards effective program implementation:

- a) Administration, faculty, and staff of OUSD
- b) OUSD central administration departments
- c) Parents/Guardians
- d) Youth
- e) Community organizations and public agencies

6. SCOPE OF WORK.

6.1 The attached Menu of Service outlines the specific scope of work, and is described in full and incorporated into this Master MOU. Services are ordered specifically by site as detailed in the Individual Service Agreement. Only the services detailed in the menu may be ordered by an OUSD site.

7. INVOICING.

- 7.1 **Updated listing of employees and their respective ATI number.** CONTRACTOR agrees as a condition of payment for services provided, CONTRACTOR will provide a complete updated listing with monthly invoices of all employees, subcontracted agencies, and volunteers, and their respective ATI number as registered with the Dept of Justice/FBI, at the site for which CONTRACTOR is providing services and invoicing OUSD.
- 7.2 **Submission of invoices to OUSD.** CONTRACTOR must submit invoices to OUSD in a format acceptable to OUSD and on a timely and regular basis for services rendered. Invoices must contain the following information: a) the name of the project or school site; b) a daily list of tasks/services performed; c) the hours (or portion of an hour) worked for each task described; and d) and an itemization of any reimbursable expenses, including receipts. All invoices shall be accompanied by the following verification statement signed by the CONTRACTOR:

I personally reviewed this invoice dated _____.

I have ensured that the invoice is correct and that the services and costs were incurred in compliance with all agreements between me and/or my firm and the Oakland Unified School District.

OUSD will not accept invoices submitted more than thirty days beyond the end of each fiscal quarter. No invoices will be accepted more than 30 days past the end of June 30 of the contractual fiscal year. CONTRACTOR must also submit invoices according to specific invoicing deadlines as outlined by OUSD to ensure timely processing. OUSD reserves the right to reject any invoice which does not meet the requirements in this Section 7.2.

- 7.3 **Payment for the Work** shall be made for all undisputed amounts in monthly installment payments within forty-five (45) days after the CONTRACTOR submits an invoice to OUSD for Work actually completed and after OUSD's written approval of the Work, or the portion of the Work for which payment is to be made. . All amounts paid by OUSD shall be subject to audit by OUSD.

8. INDEMNIFICATION

- 8.1 CONTRACTOR shall indemnify, hold harmless and defend the Oakland Unified School District, its Governing Board, State Trustee, Superintendent and each of its officers, officials, employees, volunteers and agents (hereinafter in this Section 8 collectively referred to as "the District") from any loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by the District, CONTRACTOR or any other person and from any claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of performance of this agreement.
- 8.2 CONTRACTOR obligations under the preceding shall apply jointly and severally regardless of whether the District or any of its officers, officials, employees, volunteers or agents are actively or passively negligent, but shall not apply to any loss of liability, fines, penalties, forfeitures, costs or damages caused solely by the active negligence or by the willful misconduct of the District.
- 8.3 If CONTRACTOR should subcontract all or any portion of the work or activities to be performed under this agreement, CONTRACTOR shall require each subcontractor to indemnify, hold harmless and defend the District, its officers, officials, employees, volunteers or agents in accordance with the terms of the 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 PROGRAM GRANT (Elementary / Middle) |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | 21st CCLC ASSET GRANT (High School) |
| <input type="checkbox"/> | <input type="checkbox"/> | FIELDTRIPS ONLY |

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



CONTRACTOR

Date: 5/27/2012



President, Board of Education
Oakland Unified School District

Date: 6/28/12



Secretary, Board of Education
Oakland Unified School District

Date: 6/28/12

Bay Area Community Resources Contract Amounts 2012-2013

rev.4.28.12

Alliance Academy	Prop 49	\$96,588.00
Alliance Academy	Walmart Summer	\$34,332.00
Alliance Academy	Measure G Lottery Unrest. Art & Music Block	\$43,000.00
Barack Obama	Prop 49	\$48,190.00
Bret Harte	Prop 49	\$106,459
Bret Harte	Walmart Summer	\$19,530
Bridges Academy	Prop 49	\$85,488.00
Bunche	21st Century-Core	\$99,416.00
Bunche	21st Century- Equitable Access	\$21,077
Bunche	21st Century- Family Literacy	\$16,862
Claremont Middle	Prop 49	\$124,064.00
Elmhurst Community Prep	Prop 49	119,984.00
Elmhurst Community Prep	SIG Funds	30,000.00
Emerson Elementary	Prop 49	\$91,848.00
Emerson Elementary	General Purpose	\$28,000.00
Esperanza Academy	Prop 49	\$85,488
Esperanza Academy	Lottery Unrest. Art & Music Block	\$12,000
Glenview Elementary	Prop 49	\$91,848.00
Global Family School	Prop 49	\$91,848.00
Grass Valley	21st Century-Core	\$89,667
Grass Valley	21st Century- Equitable Access	\$21,077
Grass Valley	21st Century- Family Literacy	\$16,862
Greenleaf Elementary	Prop 49	\$91,848.00
Hoover Elementary	Prop 49	\$91,848.00
Hoover Elementary	Title 1 & QEIA	\$10,500.00
Korematsu	Prop 49	\$85,488.00
Lafayette Elementary	Prop 49	\$91,848.00
Madison Middle	Prop 49	\$108,629.00
Markham Elementary	Prop 49	\$85,488.00
Marshall (transfer to Grass Valley)	Prop 49	\$91,848.00

Bay Area Community Resources Contract Amounts 2012-2013

Martin Luther King, Jr. Elementary	Prop 49	\$81,882.00
Martin Luther King, Jr. Elementary	Nutrition Services	\$3,267.00
Oakland Tech	21st Century-Core	\$159,038.00
Oakland Tech	21st Century-Equitable Access	\$21,077
Oakland Tech	21st Century-Family Literacy	\$16,862
Parker Elementary	Nutrition Services	\$4,284.00
Parker Elementary	Prop 49	\$91,848.00
PLACE @ Prescott	Prop 49	\$85,996.00
Rusdale	21st Century-Core	\$175,151.00
Rusdale	21st Century-Equitable Access	\$21,077
Rusdale	21st Century-Family Literacy	\$16,862
Sankofa Elementary	Prop 49	\$122,960
Street Academy	21st Century-Core	\$105,416
Street Academy	21st Century-Equitable Access	\$21,077
Street Academy	21st Century-Family Literacy	\$16,862
TOTAL		\$2,974,784.00

Units of Service for Lead Agency: Bay Area Community Resources

Lead Agency Unit of Service for Elementary/Middle Schools

After School Services include:

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

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

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

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

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

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

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

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

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

Lead Agency Unit of Service for High Schools

Description of Services:

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

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

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

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

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

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

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

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

Lead agency unit of service includes programmatic and operational costs.

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

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

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

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

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

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

Other Specialized Services

Option E: Youth Leadership and Career Exploration

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

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

Option F: Specialized CAHSEE preparation

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

Cost: \$5,720

Option G: Specialized Title 1 Services

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

Cost: \$12,000

Option H: Parent workshops

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

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

Option I: Farmers Market Services

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

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

Option J: Physical Fitness

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

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

Option K: Visual or Performing Arts

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

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

Option L: Health & Nutrition

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

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

BACR Mental Health Services

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

Cost: \$9,000 per year

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

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

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

BACR Summer Programming

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

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

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

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

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

Cost: \$17,400

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

services to promote conflict resolution and positive program climate.

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

Cost: \$21,750

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

- 2a. School opting to provide a portion of family literacy services with own staffing and resources.
- 2b. School opting to provide a portion of Equitable Access services with own staffing and resources.
- 2c. School providing own supplies to support family literacy or equitable access services.
- 2d. School partnering with other providers to provide a portion of family literacy or equitable access services.



CERTIFICATE OF LIABILITY INSURANCE

OF ID: SG

DATE (MM/DD/YYYY)
07/05/11

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies 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 869 Diablo Avenue Novato, CA 94947 Peter Schmale	415-493-2600 415-493-2605	CONTACT NAME: Sindy Graham, ext 131 PHONE (A/C No. Ext): 415-493-2600 FAX (A/C No.): 415-493-2605 E-MAIL ADDRESS: sgraham@fp-ins.com PRODUCER CUSTOMER ID#: BAYAR-3
INSURED Bay Area Community Resources, Inc. 171 Carlos Drive San Rafael, CA 94903-2005	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Philadelphia Indemnity Ins Co.	NAIC # 32760
	INSURER B: Sparta Insurance Company	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

TYPE	TYPE OF INSURANCE	INDUSTRY	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Abuse Sublimit 1,000,000	X	PHPK740321	07/01/11	07/01/12	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 - COMPOP AGG \$ 2,000,000
	GENL AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-ECT <input type="checkbox"/> LOC					
A	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		PHPK740321	07/01/11	07/01/12	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000		PHUB360578	07/01/11	07/01/12	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in NH) DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	006WK0124400	07/01/11	07/01/12	<input checked="" type="checkbox"/> W/C STATUTORY LIMITS <input type="checkbox"/> OTHER 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		PHPK740321	07/01/11	07/01/12	Each 1,000,000 Agg regts 2,000,000

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

CERTIFICATE HOLDER Oakland Unified School District 1025 - 2nd Avenue Oakland, CA 94606	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Mindy Galan</i>
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POLICY NUMBER: * PHPK740321
Bay Area Community Resources, Inc.

COMMERCIAL GENERAL LIABILITY

EFFECTIVE: * July 1, 2011 - 2012

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.

EPLS

Excluded Parties List System

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Firm, Entity, or Vendor : B
as of 31-May

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