

Board Office Use: Legislative File Info.	
File ID Number	13-0712
Introduction Date	5/22/13
Enactment Number	13-0821
Enactment Date	5/22/13



**OAKLAND UNIFIED
SCHOOL DISTRICT**

Community Schools, Thriving Students

Memo

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

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

Board Meeting Date 5-22-13
(To be completed by Procurement)

Subject Individual Service Agreement Amendment - 1
Aspiranet South San Francisco CA (Contractor, City/State) -
Melrose Leadership Academy (site/department)

Action Requested Approval by the Governing Board of the amendment to the Individual Service Agreement between the District and Aspiranet. Services to be primarily provided to Melrose Leadership Academy for the period of 07/01/2012 through 08/31/2013, in an amount not to exceed \$ 99,977.00.

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

The attached Individual Service Agreement is the contracting of services at the negotiated price, stated in the referenced Master MOU, approved by the Board of Education on June 27, 2012, Enactment Number 12-1653. This amendment is to provide additional services to the current offering for the after school program for homework support, arts, dance instruction, leadership, and family literacy activities.

Discussion
One paragraph summary of the amended scope of work.

Approval by the Board of Education of Amendment No. 1 to the Individual Service Agreement to the Master Memorandum of Understanding between the District and Aspiranet, South San Francisco, CA, for the latter to provide additional services to Menu Option B - Middle School Lead Agency Unit to provide Arts, Dance Instruction, Homework Support, Leadership and Family Literacy activities in its capacity as a Comprehensive After School Program Lead Agency at Melrose Leadership Academy for the period of July 1, 2012 through August 31, 2013, in the amount of \$99,977.00, increasing the agreement from \$119,744.00, to a not to exceed amount of \$219,721.00, pursuant to the terms and conditions as specified in the MOU.

Recommendation Approval by the Governing Board of the amendment to the Individual Service Agreement between the District and Aspiranet. Services to be primarily provided to Melrose Leadership Academy for the period of 07/01/2012 through 08/31/2013, in an amount not to exceed \$ 99,977.00.

Fiscal Impact Funding resource name (please spell out) 6010/After School Education and Safety (ASES) Grant not to exceed \$ 99,977.00.

Attachments

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

Board Office Use: Legislative File Info.	
File ID Number	13-0712
Introduction Date	5/22/13
Enactment Number	13-0825
Enactment Date	5/22/13



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 Aspiranet (CONTRACTOR). OUSD entered into an Agreement with CONTRACTOR for services on July 1, 2012, and the parties agree to amend that Agreement as follows:

MASTER MOU – ORIGINAL ISA INFORMATION

VENDOR NAME	Aspiranet		LEGISTAR FILE ENACTMENT #	12-1653
SITE NUMBER / NAME	235	Melrose Leadership Academy	AMOUNT OF ORIGINAL ISA	\$ 119,744.00
Original ISA Contract, or most recent ISA Contract Amendment period: 07/01/2012 (from date) to 08/31/2013 (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	Lead Agency Option B: Middle School	Fee	\$ 127,011.00	UNITS OF SERVICE	.79	\$ 99,977.00
Service		Fee	\$	UNITS OF SERVICE		\$
Service		Fee	\$	UNITS OF SERVICE		\$
Subtotal						\$ 99,977.00

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

Lead Agency to offer additional services for the after school program.

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: \$ 219,721.00

- 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	Vernon Brown	TITLE	Chief Executive Officer
SIGNATURE			DATE	4/24/13
OUSD SITE ADMINISTRATOR	NAME	Moyra Contreras	TITLE	Principal
SIGNATURE			DATE	4/13/13

APPROVAL BY THE BOARD OF EDUCATION

PRESIDENT OF THE BOARD OF EDUCATION		DATE	5/22/13
EDGAR RAKESTRAW, JR SECRETARY, BOARD OF EDUCATION		DATE	5/22/13

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

Date (MM/DD/YR)
12/14/12

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

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

PRODUCER Heffernan Insurance Brokers 1350 Carlback Avenue Walnut Creek, CA 94596 CA License #0564249	CONTACT NAME: PHONE (A/C,No,Ext): 925-934-8500 FAX (A/C,No): 925-934-8278 EMAIL ADDRESS: <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th style="width:80%;">INSURERS AFFORDING COVERAGE</th> <th style="width:20%;">NAIC #</th> </tr> <tr> <td>INSURER A: Lexington Ins. Co.</td> <td>19437</td> </tr> <tr> <td>INSURER B: Granite State Ins. Co.</td> <td>23809</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURERS AFFORDING COVERAGE	NAIC #	INSURER A: Lexington Ins. Co.	19437	INSURER B: Granite State Ins. Co.	23809	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURERS AFFORDING COVERAGE	NAIC #														
INSURER A: Lexington Ins. Co.	19437														
INSURER B: Granite State Ins. Co.	23809														
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															
INSURED Aspiranet 400 Oyster Point Blvd., Suite 501 South San Francisco, CA 94080															

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADD L INS R	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL L LIABILITY	X		41LX0089961327	12/16/12	12/16/13	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 200,000
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 5,000
	<input checked="" type="checkbox"/> \$25,000 Per Occurrence Deductible						PERSONAL & ADV INJURY	\$ 1,000,000
	GEN'L. AGGREGATE LIMIT APPLIES PER						GENERAL AGGREGATE	\$ 3,000,000
<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC							PRODUCTS - COMP/OP AGG	\$ 1,000,000
								\$
B	AUTOMOBILE LIABILITY			02CA0038937067	12/16/12	12/16/13	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	\$
<input checked="" type="checkbox"/> Comp Ded \$1,000 <input checked="" type="checkbox"/> Coll Ded \$1,000							\$	
A	UMBRELLA LIAB			41UD0002735337	12/16/12	12/16/13	EACH OCCURRENCE	\$ 2,000,000
	EXCESS LIAB						AGGREGATE	\$ 2,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS	OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? (Mandatory in N.H.)	<input type="checkbox"/>	N/A				E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$
B	Crime -- Employee Theft			02LX0089961417	12/16/12	12/16/13	Limit: \$ 500,000	Ded: \$500
A	Professional Liability -- Claims Made Retro Date: 12/16/00			41LX0089961327	12/16/12	12/16/13	Each Wrongful Act	\$ 1,000,000
							Aggregate Limit	\$ 3,000,000
							Deductible -- Each Wrongful Act	\$ 25,000

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

CERTIFICATE HOLDER Oakland Unified School District 1025 2nd Street 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
--	--

DESCRIPTION OF OPERATIONS CONTINUED:

INSURED'S NAME: Aspiranet

CERT HOLDER NAME: Oakland Unified School District

Abuse and Molestation Coverage: Claims Made Retro Date 12-16-06

Insurer Letter A	41LX0089961327	12/16/12 – 12/16/13	\$2,000,000 For each abuse of molestation incident
			\$2,000,000 Aggregate Limit of insurance for all abuse or molestation incidents
			\$0 SIR/Deductible

Insured Name: Aspiranet
Policy Number: 41LX0089961327
Effective Dates: 12/16/12-12/16/13

COMMERCIAL GENERAL LIABILITY
CG 20 26 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Additional Insured Person(s) or Organization(s)

Oakland Unified School District, its Officers, Employees, Volunteers or Agents
--

Information required to complete this Schedule, if not shown above, will be shown in the Declarations

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for “bodily injury,” “property damage” or “personal and advertising injury” caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

2012-2013 Elementary/Middle School After School Program Budget

AFTER SCHOOL BUDGET FOR CONTRACT AMENDMENT

ELEMENTARY & MIDDLE SCHOOLS 03.2012

Site Name:	Melrose Leadership Academy	
Site #:	235	
Average # of students to be served daily (ADA):		Lead Agency
CONTRACT AMENDMENT TOTAL AMOUNT		124604
CONTRACTED SERVICES		
5825	Part time Program Assistant (\$20/hr X 8hrs/wk X 38wks)	\$6,080
5825	Homework/ Intervention Instructor (\$20/hr X 18hrs/wk X 38wks)	\$8,800
5825	Art Instructor (\$25/hr X 22hrx/wk X 38wks)	\$10,450
5825	Yard Supervisor (\$15/hr X 20hrs/wk X 38 wks)	\$11,400
5825	Art Instructor (\$25/hr X 17hrs/wk X 38)	\$16,150
5825	Cooking & Gardening Instructor (\$25/hr X 15hrs/wk X 38wks)	\$12,702
5825	Jacinto Obrera (\$15/hr X 10hrs/wk X 38wks)	\$3,075
5825	Dance Instructor (\$25/hr X 25hrs/wk X 38wks)	\$11,875
5825	Homework/ Intervention Instructor (\$20/hr X 32.5/wk X 24 wks)	\$15,600
5825		
5825		
	Total services	\$96,132
LEAD AGENCY ADMINISTRATIVE COSTS		
	Lead Agency admin (no more than 4% of total contracted \$)	\$3,845.28
SUBTOTALS		
	Subtotals DIRECT SERVICE	\$96,132
	Subtotals Admin/Indirect	\$3,845
TOTALS		
	TOTAL CONTRACT AMENDMENT	\$99,977

Required Signatures for Budget Approval:

Principal:	
Lead Agency:	

7th/ 8th gr		M/Tue 2:25-3:30	M/Tue 3:35- 5:00		Thu/F 2:25-3:30	Thu/F 3:35- 5:00	M/T/ TH 5:00-6:00
6th grade	M/Tue 1:15-2:10	M/Tue 2:15- 3:10	M/Tue 3:25- 5:00	Thu/F 1:15-2:10	Thu/F 2:15- 3:10	Thu/F 3:30- 5:00	
Room 10		CP	Homework E 6th Kamal		CP		
Room 9 Asucena		CP	Homework D 8th Juan		CP		
Room 16 Computer Lab	Computers Alex			Computers B Alex			
Room 14 Jo	Boost 6th Jo				Office Hours Jo		
Room 15 Alvarez		Homework B 7th Kamal			Homework F Gabriela	Leadership Nessa/ Salazar	
Room 17 Del Cid		Homework 8th Isa	Homework 7th Isa		Quicuepazque A (Intervention) 8th Isa	Quicuepazque B (Intervention) 7th Isa	
Room 18 Benjie		Homework A 8th Gabriela	Homework C 8th Gabriela		Cooking & Gardening Kamal	Cooking & Gardening Kamal	
Portable 23 Art		Mixed Media Art A Pancho	Mixed Media Art B Pancho		Mixed Media Art C Pancho	Mixed Media Art D Pancho	
Portable 22 Dance		Carnaval Dance and Costume Making Alex	Carnaval Dance and Costume Making 6th Alex		Zumba-Dance Fitness Class Alex	Zumba-Dance Fitness Class Alex	
Portable 21 Music					Percussion A Jose	Percussion B 6th Jose	Percussion Jose
Portable 24 Art Room		Arts & Crafts A Daniel	Arts & Crafts K-3 Daniel		Arts & Crafts B Daniel	Arts & Crafts 6th Daniel	
Cafeteria			Ballet Folklorico (Tue)			Ballet Folklorico (Thu) Capoeria (Fri)	
Yard		Soccer A Jose/Juan	Soccer B Jose				
Yard	Classroom Game time Coach Joe	Basketball Coach Joe		Classroom Game time B Coach Joe	CGT 7th/8th Coach Joe/Juan	Football Coach Joe/Juan	
Room 2	Intervention Gabriela		Art Cinthya	Intervention Gabriela			

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 type="checkbox"/> Copy of Prior Amendments, If Any.
----------------------	--

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

VENDOR INFORMATION

CONTRACTOR NAME	Aspiranet	CITY	South San Francisco	STATE	CA
SITE /DEPT NAME	Melrose Leadership Academy	SITE #	235		

BUDGET INFORMATION

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

SPSA ACTION ITEM NUMBER: _____ OR SPSA MODIFICATION DOCUMENTATION ATTACHED

RESOURCE #	RESOURCE NAME	ORG KEY	REQ. NUMBER	AMOUNT
6010	ASES	2351553401	R0315809	\$99977.00
				\$
				\$

Amount and Reason for Amendment

Original PO Number(s)	P1300760	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.
Original ISA Amount	\$ 119744.00	
Amended ISA Amount	\$ 99977	
New Total Contract Amount	\$ 219721.00	

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	Moyra Contreras	Phone	510-535-3832	Fax	510-535-3834
1.	Site / Department	Melrose Leadership Academy					
	Signature			Date Approved	4/17/13		
	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						
2.	Signature			Date Approved	4-17-13		
	Signature			Date Approved			
3.	Regional or Executive Officer						
	Signature			Date Approved	4/19/13		
4.	Deputy Superintendent Instructional Leadership / Deputy Superintendent Business Operations						
	Signature			Date Approved	5-1-13		
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	12-2101
Introduction Date	8/1/12
Enactment Number	12-2160
Enactment Date	8-1-12



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

Memo

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

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

Subject Individual Service Agreement - Master Memorandum of Understanding - Aspiranet (contractor) - 235/Melrose Leadership Academy (site/department)

Action Requested Approval of an Individual Service Agreement to the Master Memorandum of Understanding between Oakland Unified School District and Aspiranet. Services to be primarily provided to Melrose Leadership Academy for the period of July 1, 2012 through August 30, 2013.

Background
A one paragraph explanation of why the consultant's services are needed. The attached Individual Service Agreement is the contracting of services at the negotiated price, stated in the referenced Master MOU, approved by the Board of Education on June 27, 2012, Enactment Number 12-1653.

Discussion
One paragraph summary of the scope of work. Approval by the Board of Education of an Individual Service Agreement to the Master Memorandum of Understanding between the Oakland Unified School District and Aspiranet, South San Francisco, CA, for the latter to provide their Menu Option B Lead Agency Unit for the After School Education and Safety Program, to provide Arts, Recreation, Leadership and Family Literary activities in its capacity as a Comprehensive After School Program Lead Agency at Melrose Leadership Academy for the period of July 1, 2012 through August 31, 2013, in an amount not to exceed \$119,744.00, pursuant to the terms and conditions as specified in the MOU.

Recommendation Approval of an Individual Service Agreement to the Master Memorandum of Understanding between Oakland Unified School District and Aspiranet. Services to be primarily provided to 235/Melrose Leadership Academy for the period of July 1, 2012 through August 31, 2013.

Fiscal Impact Funding resource name (please spell out) 6010/After School Education and Safety (ASES) Grant in the amount of \$119,744.00.

Attachments

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

Board Office Use: Legislative File Info.	
File ID Number	12-2101
Introduction Date	8/1/12
Enactment Number	12-2160
Enactment Date	8-1-12 <i>lf</i>



OAKLAND UNIFIED SCHOOL DISTRICT

Community Schools, Thriving Students

INDIVIDUAL SERVICE AGREEMENT (ISA) 2012-2013

MASTER MOU INFORMATION

VENDOR NAME	Aspiranet		
VENDOR #	V056255	ENACTMENT #	12-1653
SITE / DEPT NAME	Melrose Leadership Academy	SITE #	235
OUSD STAFF CONTACT - EMAILS ABOUT THIS CONTRACT SHOULD BE SENT TO:	moyra.contreras@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)
Lead Agency Option B	6-8	\$127011	.94	\$119744
		\$		\$
		\$		\$
TOTAL AMOUNT				\$119744

IF FEE DOES NOT EQUAL RATE PER UNIT MULTIPLIED BY DESIRED UNITS, EXPLAIN REASON FOR ALTERED RATE:
 1g. School opting to fund Academic Liaison, reducing above costs for academic programming and alignment with school day.

BUDGET INFORMATION

REQUISITION NUMBER	R0300734	START DATE	7/1/12	END DATE	8/30/13
RESOURCE #	6010	RESOURCE NAME	ASES	ORG KEY	2351553401
					\$119744
					\$
					\$

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	Vernon Brown	TITLE	Chief Executive Office
SIGNATURE		<i>[Signature]</i>	DATE	6/20/12
OUSD SITE ADMINISTRATOR	NAME	Moyra Contreras	TITLE	Site Administrator
SIGNATURE		<i>[Signature]</i>	DATE	6/25/12

APPROVAL

IF USING FUNDS REVIEWED BY STATE AND FEDERAL PROGRAMS OR Quality Community School Development
 SPSA ACTION ITEM NUMBER: _____ OR, SPSA MODIFICATION DOCUMENTATION ATTACHED

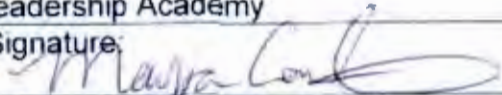

RESOURCE MANAGER, if using funds managed by:
 State and Federal Quality Community School Development After School Programs

SIGNATURE	<i>[Signature]</i>	DATE	7-9-12
SIGNATURE		DATE	
NETWORK OR DEPARTMENT EXECUTIVE OFFICER			
SIGNATURE	<i>[Signature]</i>	DATE	7/16/12
PRESIDENT AND THE SECRETARY OF THE BOARD OF EDUCATION			
SIGNATURE	<i>[Signature]</i>	DATE	8/2/12
SIGNATURE	<i>[Signature]</i>	DATE	8/2/12

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

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

SECTION 1: School Site Information

School Site: Melrose Leadership Academy	Date: 5/23/12
Principal Signature: 	Lead Agency Signature: 
After School Site Coordinator Name (if known at this time): Armando Garcia	

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.

Community Bridges is Melrose Leadership Academy's arts, athletics, and academic extended day program. The Community Bridges' goal is to build students' academic and leadership capacity through intensive experience in art, athletics and academic support. Students state their program preferences and we try to accommodate all students with their first or second choice whenever possible. All students take athletics and arts or intervention classes daily. Students are scheduled for intervention on the basis of academic need, as measured through standardized test scores and classroom grades.

Deleted: ¶

SECTION 3: OUSD Strategic Questions
 Complete the matrix for *at least two* of the following four OUSD Strategic questions.

Strategic Questions/Desired Outcomes <i>As a result of our ASP efforts...</i>	Strategic Activities: <i>What after school strategic activities will support the desired outcomes?</i>	Outcomes of Strategic Activities: <i>What short-term outcomes will you expect from your efforts by the end of the school year?</i>	Data used to assess the strategic activities: <i>What data will be collected to measure these outcomes?</i>
High School Graduation: How many more Oakland children are graduating from high school?	<ul style="list-style-type: none"> • <u>Reading intervention classes to a total of 45 students who have scored at the FBB or BB level on the CST. Classes will meet twice a week for a total of 3 hours a week. Intervention classes will be taught by a credentialed teacher.</u> • <u>Transition support for students transitioning from 5th to 6th grade and from 8th to 9th grade in the summer.</u> • <u>Regular check in with day</u> 	<ul style="list-style-type: none"> • <u>75% of participating 5th graders will receive transition support to prepare them for middle school.</u> • <u>100% of program participants will receive daily (project based learning and skill-building enrichment)</u> 	

Formatted: Font: 10 pt
 Formatted: Bullets and Numbering
 Formatted: Bullets and Numbering

	Coordinator to ensure that students need to be in intervention or homework classes in extended day.		
Satisfactory School Day Attendance: How many more Oakland children are attending school 95% or more?	<ul style="list-style-type: none"> • Continue to offer extended day program to all middle school students. • Continue to offer at least one art and sport or dance class in the extended day to all students. Offering classes in the extended day that students want to be a part of helps with students all around attendance. • Allow students to choose what classes they want to be in during extended day program. 	90% of students/families who do not attend at least 95% will receive mentoring and parent communication.	
Job Skills/Career readiness: How many more students have meaningful internships and/or paying jobs?			
Health and Well-being: How many more Oakland children have access to, and use, the health services they need?			

SECTION 4: Program Model and Lead Agency Selection

For 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.)

ASPIRAnet has a long history of working with community partners and local schools to manage quality after school programs and bring valuable volunteer and technology resources to school and afterschool providers. Aspiranet programs include a variety of project based learning activities supporting homework, language arts, creative arts, IT, skill development and civic engagement. Programs meet CDE content standards through quality curriculum, and enhance positive youth development that support's learning in a safe environment.

SECTION 5: ATTENDANCE, PROGRAM DATES, AND PROGRAM SCHEDULE

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

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

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

Projected Daily Attendance during School Year 2012-2013: 153

Program Schedule

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

SECTION 6: Academics

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

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

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

Academic activities should be aligned with school goals and support specific student achievement needs defined by the school. Activities should be based on sound instructional strategies aligned with the regular school day program.

	Target Population	Academic Support (choose one)	CSSSP goal(s) or school need supported by activity	Measurable Outcomes	Description of program/activity	Instructional Strategies
1	Lower than 3 on CELDT or Lower than 2 on CST (English Learners-Writing)	<input type="checkbox"/> Homework Support <input type="checkbox"/> Tutoring <input type="checkbox"/> Skill Building <input checked="" type="checkbox"/> Academic Intervntn <input type="checkbox"/> Other	Students write	Increase 1 writing level on writing rubric	Genre based unit	Interactions and writing process
2	Math Intervention 6 th grade	<input type="checkbox"/> Homework Support <input type="checkbox"/> Tutoring <input checked="" type="checkbox"/> Skill Building <input type="checkbox"/> Academic Intervntn <input type="checkbox"/> Other	Students complete math at grade level.	Increase rate of recall on multiplication Tables	Genre based unit	Games /flash card drill
3	Struggling Readers	<input type="checkbox"/> Homework Support <input type="checkbox"/> Tutoring <input type="checkbox"/> Skill Building <input checked="" type="checkbox"/> Academic Intervntn <input type="checkbox"/> Other	Students read at grade level and progress in CELDT levels FBB/BB	Increase to grade level SRI/Lexile Range	Computer based skill building	Rotations -computer -work with teacher - vocabulary development
4		<input type="checkbox"/> Homework Support <input type="checkbox"/> Tutoring <input type="checkbox"/> Skill Building <input type="checkbox"/> Academic Intervntn <input type="checkbox"/> Other				
5		<input type="checkbox"/> Homework Support <input type="checkbox"/> Tutoring <input type="checkbox"/> Skill Building <input type="checkbox"/> Academic Intervntn				

Other

SECTION 7: ENRICHMENT & PHYSICAL ACTIVITY / RECREATION
 Enrichment activities and physical activity/recreation are required components of the ASES and 21st Century grants. Enrichment activities should provide students with the opportunity to apply their classroom learning in a real, hands-on way. Enrichment activities should intentionally and creatively build skills that support students' success in school and in life. Enrichment activities often support school goals for health and wellness, positive school climate, arts learning, and student engagement.

Type of Enrichment	Rationale	CSSSP goal(s) or school need supported by activity	Brief Description	Targeted Skills	Measurable Outcome
Cooking and Gardening	X Student Identified <input type="checkbox"/> School Identified <input type="checkbox"/> Parent Identified <input type="checkbox"/> Other (specify)	Providing access to organically grown food in the cafeteria and to administer service projects.	Students Take part in the design and planning of the garden. They use fruits and vegetables from garden to cook. They also buy from MLA farmers market to support school.	<input type="checkbox"/> College/Career Readiness <input type="checkbox"/> Social Skills/Conflict Res. <input type="checkbox"/> Leadership <input type="checkbox"/> Academic (specify) X Health/Fitness <input type="checkbox"/> Other (specify)	Students learn about waste management and thinking critically about sustaining positive earth environment.
Student Council	X Student Identified <input type="checkbox"/> School Identified <input type="checkbox"/> Parent Identified <input type="checkbox"/> Other (specify)	Provide students with opportunity to make decisions on school issues.	Class meets twice a week to make decisions about school issues. Also attend district leadership events.	<input type="checkbox"/> College/Career Readiness <input type="checkbox"/> Social Skills/Conflict Res. X Leadership <input type="checkbox"/> Academic (specify) <input type="checkbox"/> Health/Fitness <input type="checkbox"/> Other (specify)	Allow students to build leadership skills. Students organize events for entire school.
Arts & Crafts, Mixed Media Art	X Student Identified <input type="checkbox"/> School Identified <input type="checkbox"/> Parent Identified <input type="checkbox"/> Other (specify)	Promote the articulation of student voice through art.	Learning specific techniques for producing art in varied mediums.	<input type="checkbox"/> College/Career Readiness X Social Skills/Conflict Res. <input type="checkbox"/> Leadership <input type="checkbox"/> Academic (specify) <input type="checkbox"/> Health/Fitness X Other (specify)	Students produce various work though digital multimedia, visual art, spoken word, etc.
Physical Activity/ Fitness-Football, Basketball, Baseball, Soccer	X Student Identified <input type="checkbox"/> School Identified <input type="checkbox"/> Parent Identified <input type="checkbox"/> Other (specify)	Develop positive life-long health and nutrition habits.	Students learn basic rules, positions, and plays of different sports. Importance of stretching and team work.	<input type="checkbox"/> College/Career Readiness <input type="checkbox"/> Social Skills/Conflict Res. <input type="checkbox"/> Leadership <input type="checkbox"/> Academic (specify) X Health/Fitness <input type="checkbox"/> Other (specify)	Students participate daily in stretching and game play.

Latin Dance, Ballet, Folklorico, Percussion, Cumbia	<input checked="" type="checkbox"/> Student Identified <input checked="" type="checkbox"/> School Identified <input type="checkbox"/> Parent Identified <input type="checkbox"/> Other (specify)	Develop positive life long health and nutrition habits through dance.	Develop positive life long health and nutritional habits through dance.	<input type="checkbox"/> College/Career Readiness <input checked="" type="checkbox"/> Social Skills/Conflict Res. <input type="checkbox"/> Leadership <input type="checkbox"/> Academic (specify) <input checked="" type="checkbox"/> Health/Fitness <input type="checkbox"/> Other (specify)	Students perform dance routine at EXPO at end of semester.
---	---	---	---	--	--

SECTION 8: FAMILY ENGAGEMENT / FAMILY LITERACY

After school provides an excellent context to foster parent involvement, connect families to the larger school community, and share important information related to the after school and regular school day programs. After school family engagement efforts should be aligned with school day efforts, and support school goals for family involvement. A variety of activities may be offered, including: parent workshops, family celebrations, parent-and-child-together activities, parent leadership and volunteer opportunities.

Family literacy is a required component of all 21st Century after school programs. Family literacy services support the educational goals of adult family members, connect them to resources and services, and increase their ability to support their student's learning and development

Type of Activity	CSSSP goal(s) or school need supported by activity	Brief Description	Measurable Outcome	Alignment with school day family engagement / family literacy efforts or resources
Parent Group Meetings	Parent Participation	Unidos y Adelante- Parent Group that meets once a month . * SSC meeting once a month as well. *Padres Unidos is a parent group founded in 2005 that publish a quarterly newsletter and support school events.	High Level of participation by families	Inform parents about school policies and student issues/ progress
EXPO's	Parent Participation	4 nights of performances by students annually. (2 middle school performances & 2 elementary performances)	90% of students/ families successfully participate.	Parents support of arts and recreation component of child.
Parent Education classes	Parent education	ESL, Beginners Spanish, parenting and intro to computers	Progress towards proficiency in the subject.	Parent Learning to help them in daily life skills.
Cultural Events	Positive cross cultural attitudes	Unity event, Cultural Heritage Event, And Dia	High Level of participation by families	Improvement of school & community climate.

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.	When parents sign up for our extended day we make sure to emphasis that it is an extension of their regular day. Students do receive grades in our program as they do in core classes. Many students tend to receive better grades in their extended day classes which a lot of times motivates them to attend daily.
c) Track students with poor program attendance and reach out to find out why and how attendance could be improved.	
d) Celebrate good attendance and/or offer meaningful incentives to attract and reward students for attending our program.	Over the last couple of years we have been able to reward students with great attendance and who participate in the afterschool program. Some of the rewards have been field trips, ice cream socials, dances, and movie days.

SECTION 10: Coordination with Other Service Providers

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

<p>The after school Site Coordinator or Director will actively participate in which of the following school group(s), in order to increase alignment between after school and school day efforts?</p>	<ul style="list-style-type: none"> <input type="checkbox"/> COST team (Coordination of Services Team) <input type="checkbox"/> SST (Student Study Team) <input type="checkbox"/> SSC (School Site Council) <input type="checkbox"/> ELT (Educational Leadership Team) <input type="checkbox"/> PTA <input type="checkbox"/> Attendance Team/Workgroup <input type="checkbox"/> CSSSP (Community School Strategic Site Planning) team <input checked="" type="checkbox"/> School Culture/Climate Committee <input type="checkbox"/> Other (specify)
<p>List key community partners whom you will actively collaborate with to accomplish the goals of your program.</p>	<p>Some of the community partners we plan to work with next year will be Girls and Boys moving forward and Costa de Oro ballet folklorico group.</p>
<p>Identify other service providers and support personnel at your school (ie. school psychologist, School Based Health Center staff, counselor, mental health therapist, school nurse, parent liaison, etc.) whom you will actively collaborate with to accomplish the goals of your program.</p>	<p>We will continue to collaborate with school Psychologist, therapist from Fred Finch, and counselor from safe passages. We also will continue to work with our parent liaison to communicate with families.</p>

2012-13 After School Enrollment Policy for Melrose Leadership 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
All Middle School Students Participate in Extended Day until 5:00 PM	All Parents informed of extended day program during registration.	

Grade levels prioritized for programming: 6th- 8th

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

Additional Notes:

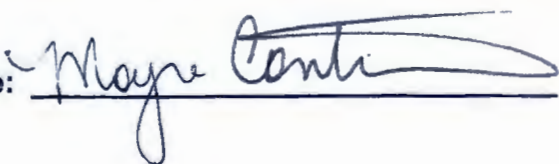
- Successful after school programs are heterogeneous and include several target populations.
- Sites cannot simply utilize a first come-first serve process for enrolling students; sites should establish priorities for participation.
- Programs are intended to help close the achievement gap by serving a variety of students with academic and other needs.
- In alignment with OUSD's strategic goal to reduce chronic absenteeism, programs should consider targeting students at risk of chronic absenteeism, as determined by individual attendance rates between 90 – 95% during the current school year. (Programs should collaborate with school site leadership to obtain student attendance data.)
- Program must enroll adequate numbers of students to meet CDE attendance targets.

Enrollment Process and Timeline: (Summarize your enrollment timeline below. Describe how your school will identify and recruit students beginning in Spring 2012. Indicate how families will be notified of 2012-13 enrollment before the last day of school, June 16, 2012.)

Timeline	After School Enrollment Steps/Process	Individual(s) responsible
All middle school students participate in extended day program	All students choose classes when registering in the summer.	School Office Staff and Site Coordinator

Important dates to include in your timeline:

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

Principal Signature: 

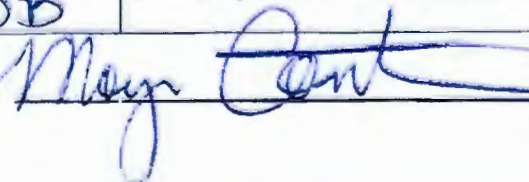
Lead Agency Signature: 

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

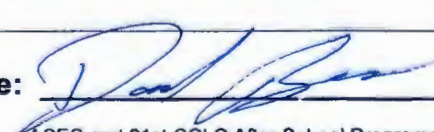
Principal and Lead Agency representative (ie. Program Director and/or Site Coordinator) will review and discuss each assurance below, and initial next to each item to signify agreement. Attached separately are the following documents referenced below: 1) Grant Assurances signed by OUSD Superintendent,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

Principal initials	Lead Agency initials	2012 – 13 Assurances for Grant Compliance and After School Alignment with School Day
me	DB	Site Administrator and Lead Agency Director/Site Coordinator have reviewed the CA Dept of Education's ASES and/or 21 st Century Grant Assurances, and understand mandated grant compliance elements.
mc	DB	Site Administrator and Lead Agency Director have reviewed the Lead Agency After School MOU together, and agree to the requirements outlined in the MOU for the lead agency partner.
me	DB	Site Administrator will meet regularly with Site Coordinator to ensure program is meeting identified goals.
me	DB	Site will share student outcome data to better refine program (Attendance data, EduSoft, Report Cards, IEP's, etc).
me	DB	Site Administrator and lead agency rep/site coordinator have reviewed the Academic Liaison role description. Site will identify a certificated, qualified individual to serve as the program's Academic Liaison and to fulfill all responsibilities outlined in the role description.
me	DB	Site will invite Site Coordinator and appropriate after school staff to participate in school day meetings and professional development opportunities, in order to ensure consistency in standards of teaching and learning and positive school climate.
me	DB	Site will invite Site Coordinator to participate on SSC, COST, SST, and CSSSP team to ensure coordination of services.
me	DB	Site will coordinate the use of facilities and site level resources in support of program goals.
me	DB	Site will provide Site Coordinator with office space that includes access to internet and phone.

Principal Signature:



Lead Agency Signature:



After School Safety and Emergency Planning for 2012-13

After School Safety and Emergency Planning

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

Yes No

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

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

See Attachments

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

Yes No

Facility Keys

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

Yes No

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

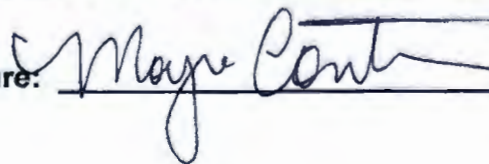
SSO Staffing: (check one)

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

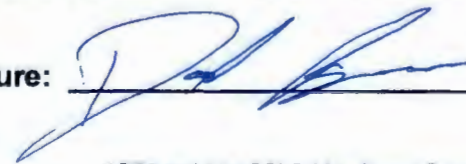
Site will pay Extended time/Over time (ET/OT) to accommodate an after school SSO.

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

Principal Signature: _____



Lead Agency Signature: _____



In the event of an airborne chemical or biological release, it is safest for students and staff to remain indoors at the school site. Follow the "Shelter-in-Place" procedures.

Emergency Evacuation: Principal's checklist

- Determine appropriate evacuation areas that have been pre-designated.
- Activate alarm/PA system or send message runner.
- Telephone emergency service personnel:
 - **9-911**
 - **Superintendent's office**
 - **Utilities**

Activate key personnel to:

- Attend to the injured.
- Assure complete evacuation and student/staff are accounted for.
- Ensure special needs students are evacuated accordingly.
- Secure school for specific emergency.
- Clear road/fire lanes for emergency vehicles (pre-assigned).
- Assure that injured students/staff are reported to medical services for care and transportation to hospital/emergency medical center.
- Be contact person for emergency services, District, utility and/or news media personnel and provide needed aid (pre-assigned).
- Direct employees to aid those from the emergency services, District, utilities and other authorities. Avoid entering damaged areas unless specifically asked.
- Assure the facility is thoroughly inspected by the custodian, fire officials and District Operation personnel before re-entry is allowed.
- Seek Superintendent or designee/Assistant Superintendents approval for school closure if damage cannot be immediately restored or repaired.
- If possible, have students/staff re-enter parts of the school that are declared safe.
- Make sure all students/staff are accounted for once outside.

Emergency Evacuation: Employees checklist

- Upon emergency alert, secure work area as advised and depart/report to assigned area.
- Perform duties as pre-assigned by the Principal in cooperation with emergency services personnel.
- DO NOT re-enter the building without permission or request of emergency service authorities.
- Remain in the general assembly areas and calm students if not assigned another duty.
- If dismissed, inform Principal of departure.
- When signaled to re-enter safe areas of the school, quickly do so.

- Upon safe re-entry, report anything amiss to the Principal.

Emergency Evacuation: Teachers checklist

- Upon alert, assemble students for evacuation using designated routes and account for all students
- Secure room as advised
- Upon arrival at the assembly area, account for all students.
- Secure medical treatment for injured students.
- Report any students missing or left behind because of serious injuries.
- Stay with and calm students.
- If closure is ordered with no re-entry, when advised, release walkers and car/passengers (unless drivers are needed to evacuate students from the site) accounting for those who have left. Stay with bus riders until buses arrive.
- If signaled to re-enter school, assure students do so quickly and calmly. Account for all students.
- Check room and report anything amiss to the Principal.
- Debrief students to calm fears about the evacuation.

If it is necessary to evacuate to another school or relief center, the Principal will:

- Contact the Superintendent or designee.
- Cooperate with emergency authorities in enlisting students/staff with cars to help transport evacuees.
- Direct the evacuation, assure all students/staff are accounted for as they depart and arrive.

Emergency Student Release Procedures

1. The Oakland Unified School District will keep and care for all students in an emergency situation (such as loss of electrical power, wind/rain storms, earthquakes, etc.) until the end of the school day or longer if the emergency dictates.
2. It should be noted that elementary students will not be sent home during normal school hours because of an emergency. However, in order to avert adverse affects on elementary level bus transportation, secondary students may be dismissed early.
3. Should conditions exist that make transportation impossible, students will be kept at school until the parent, guardian or an authorized adult comes to check the student out of school. In such conditions it is expected that parents/authorized adults will come as soon as possible to pick up their student(s).
4. If electrical power has not been disrupted, only high school parents/legal guardians may have their student(s) released, as per normal absence/release procedures.
5. In all situations, the superintendent may make other decisions dependent on the type of emergency. During any community-wide emergency, please listen to the radio for pertinent information.
6. Those who arrive during an emergency to check a student out of school will go through designated release procedures: typically the school will record the time, student's name, and the name of adult who whole the student is being released and address or destination.

If the emergency situation does not extend beyond normal school hours, students will be released as usual at the end of the day.

Chain of Command

Melrose Leadership Academy
Incident Commander/PIO/Liaison
Moyra Contreras

First Aid Team Leader
Debbie Lenz

Search & Rescue Team Leader
Benjie Achtenberg
Juan Carlos Angulo

Damage Assessment Team Leader
Lisha Mumphrey

First Aid Team Leader
Debbie Lenz

Student Supervision Team Leader
Andrea Maoki Kimly Touch

Student Release Team Leader
Vanessa Calderon & Emma Molina

Site Safety & Security Leader
Margarita Gonzalez

Food/Water/Supplies Leader
Letritia Scott

Logistics
Transportation Team Leader
Jose Rivera
Elisa Escobedo

Situation Status Leader
Lubia Sanchez

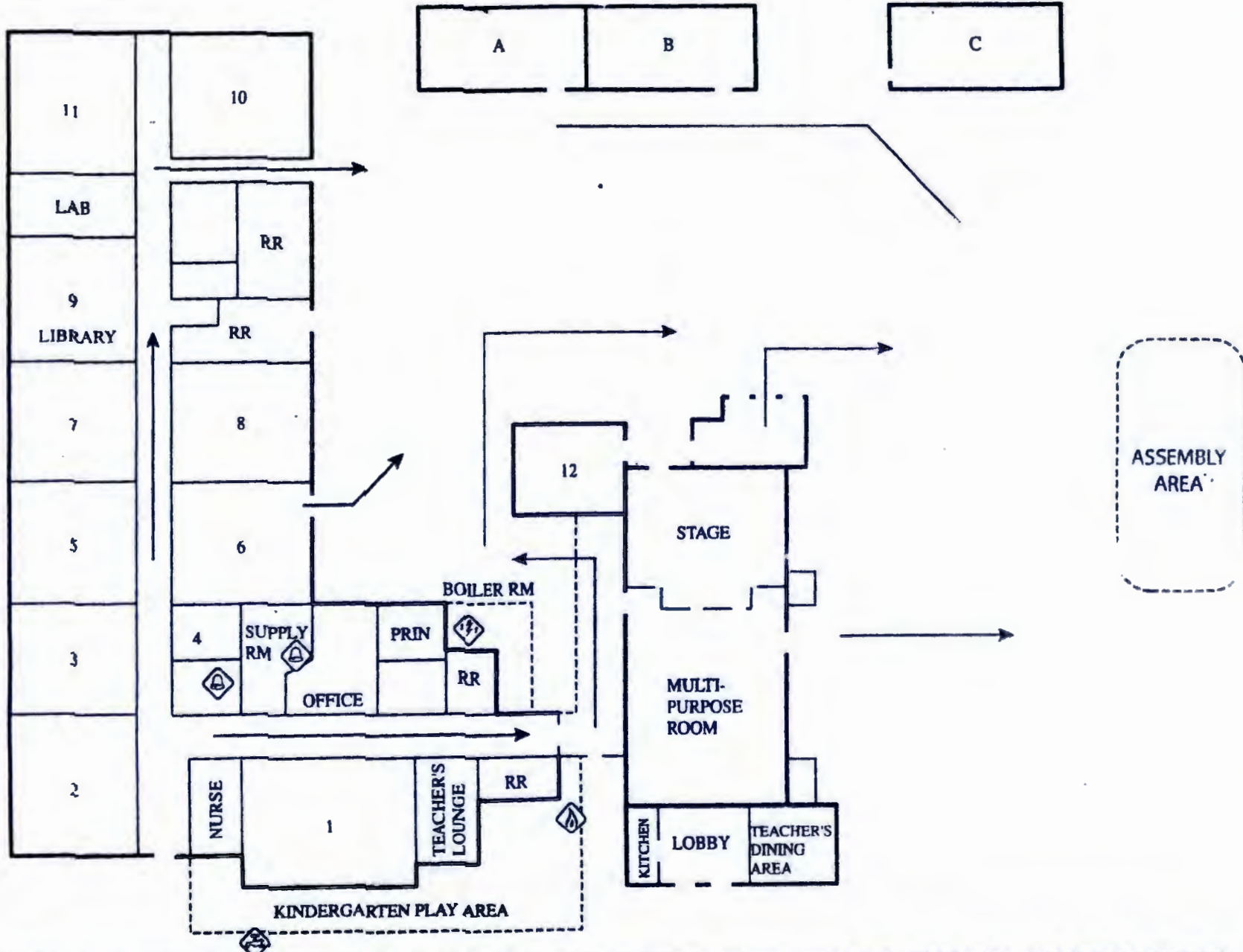
Communications Team Leader
Emma Molina
Edith Gambrell

Documentation Team Leader

Cost. & Time Team Leader
Hilda Bucio – Shannon Carey

Finance & Administration
Rosanna Lopez

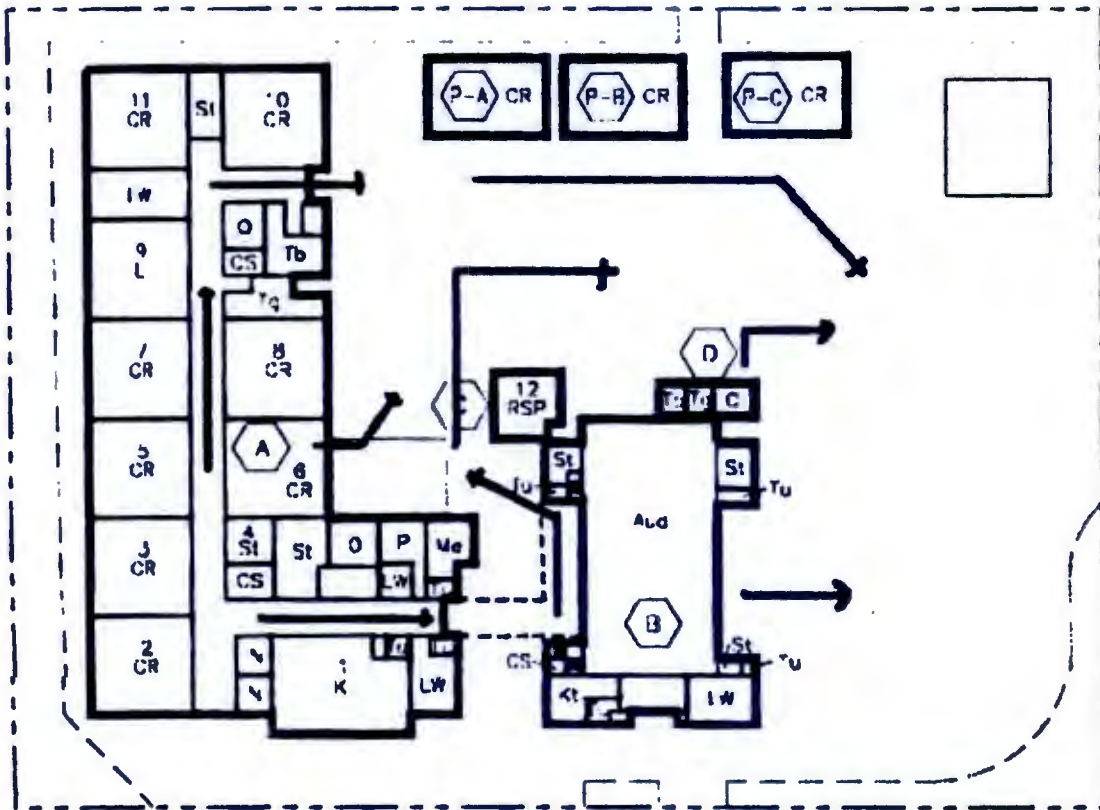
After School Coordinator:
Armando Garcia
510 334-1219
Phone #
12:00 – 6:30
Hours



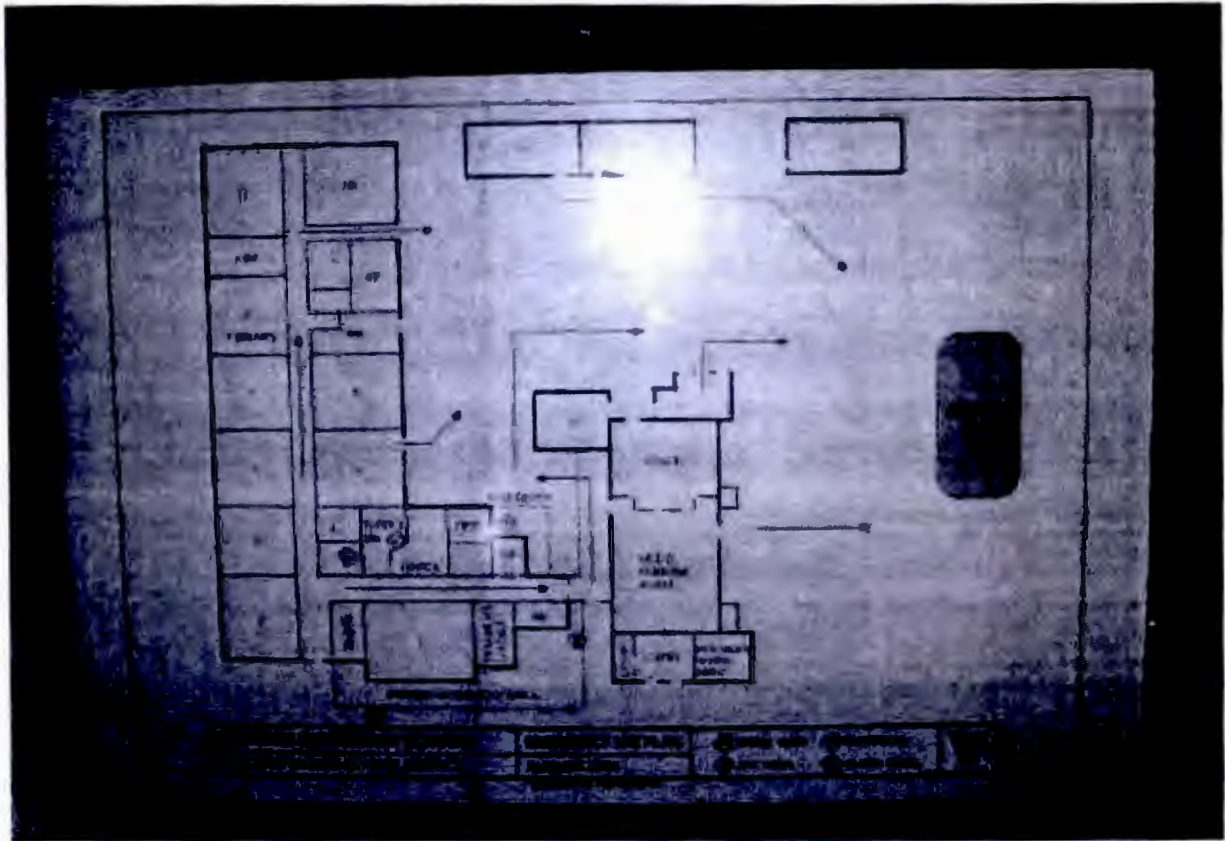
<p>Melrose Leadership Academy OAKLAND UNIFIED SCHOOL DISTRICT</p>	<p>EMERGENCY SITE PLAN</p>	<p>⚡ WATER MAIN ⚡ ELECTRICAL</p>	
	<p>AUGUST 2004</p>	<p>⚡ GAS MAIN ⚡ ALARM PANEL</p>	

School/Site Evacuation Plan - Melrose Leadership Acad

Draw a sketch of the school or facilities showing the evacuation routes and alternates

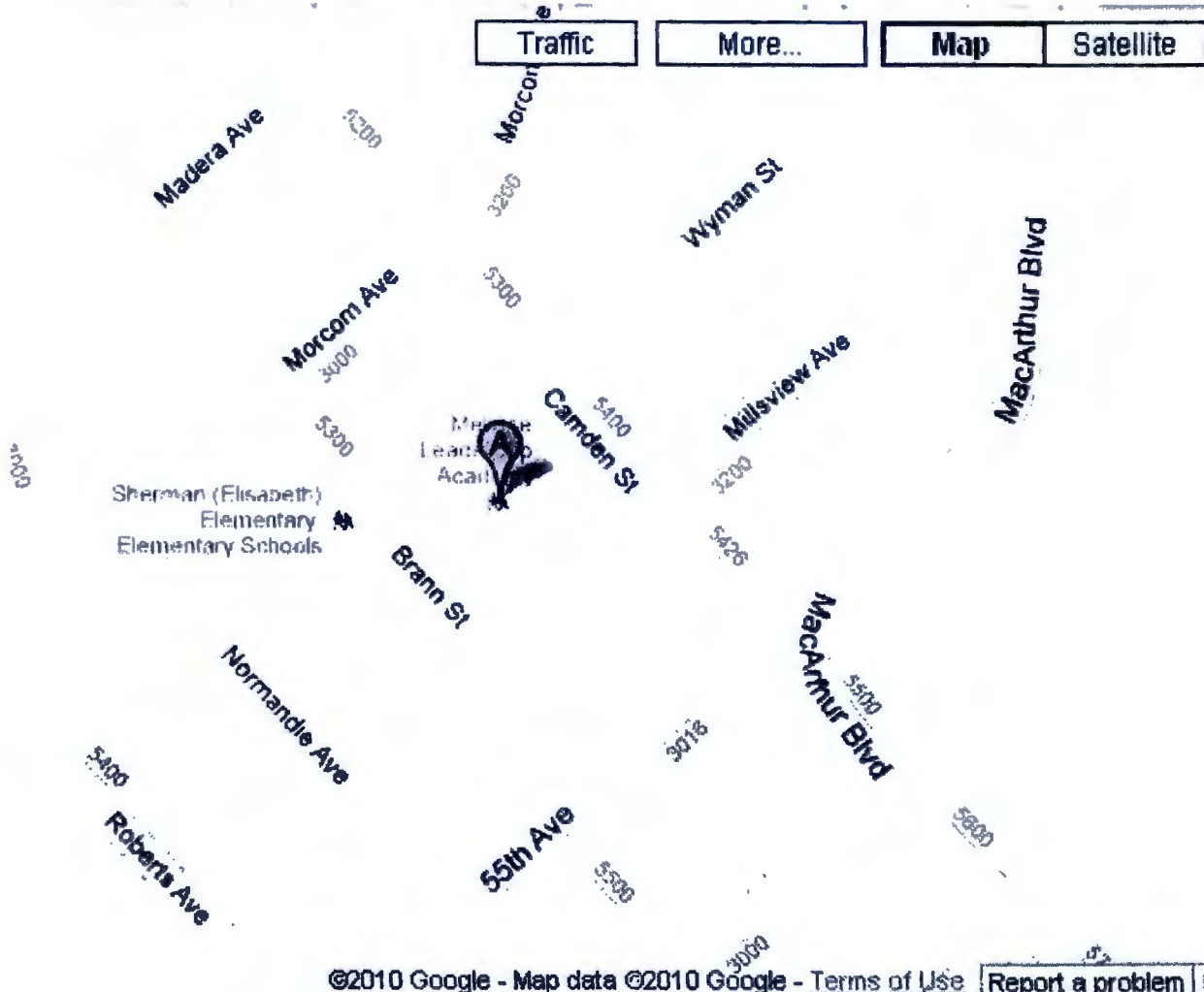


EVACUATION MAP



Insert Off Campus Evacuation Location Map

Melrose Leadership Academy @ Sherman
5328 Brann Street Oakland, CA 94619



AFTE
ELEMEN

Site Name: Melrose Leadership Academy			ASES	OFCY	Program Fees (if applicable)	Other Lead Agency Funds
Site #: 235		Resource 6010 Program 1553				
Average # of students to be served daily (ADA):	%[1]	OUUSD Lead Agency	Grantee: [2]	Lead Agency	OUUSD	Lead Agency
TOTAL GRANT AWARD		\$150,000	\$62,800	\$71,485	\$29,380	\$62,455

CENTRAL COSTS: INDIRECT, ADMIN, EVAL, PD, CUSTODIAL, SUPPLIES

OUUSD Indirect (4.25%)[3]		\$6,115				
OUUSD ASPO admin, evaluation, and training/technical assistance costs[4]		\$9,413				
Custodial Staffing[5]		\$4,935				
Custodial Supplies[6]		\$672				
TOTAL SITE ALLOCATION[7]	[8]	\$128,864				

CERTIFICATED PERSONNEL

1120	Academic Liaison REQUIRED [9]		\$4,000				\$0
1120	Certificated Teacher Extended Contracts[10]		\$0				\$0
	[11]						\$0
	Total certificated[12]		\$4,000				\$0

CLASSIFIED PERSONNEL

2205	Site Coordinator (list here, if district employee)[13]		\$0	\$0	\$0		\$0	\$0
2220	SSO [14]		\$3,600				\$0	
	[15]							
	[16]		\$0					
	Total classified[17]		\$3,600	\$0	\$0		\$0	\$0

BENEFITS

3000's	Employee Benefits for Additional Time (20% of total salaries paid as extended contracts or overtime) [18]		\$1,520[19]					
3000's	Employee Benefits for Salaried Employees (40%) [20]		\$0[21]					
3000's	Lead Agency benefits (rate: 25 %)[22]			\$15,458.40	\$9,373.01	\$7,410.00	\$3,380.00	\$5,942.81
	Total benefits[23]		\$1,520	\$15,458	\$9,373	\$7,410	\$3,380	\$5,943

BOOKS AND SUPPLIES

4310	Supplies (OUUSD only, except for Summer Supplemental)[24]		\$0				\$0	\$0
4310	Curriculum (OUUSD only)[25]		\$0				\$0	\$0
5828	Field Trips[26]		\$0				\$0	\$0
4420	Equipment (OUUSD only)[27]		\$0				\$0	\$0
	Total books and supplies[28]		\$0	\$0	\$0		\$0	\$0

CONTRACTED SERVICES

5825	Site Coordinator (list here if CBO staff)[29]		\$0	\$50,000	\$10,000			\$3,000
5825	Program Director[30]				\$6,048			\$666
5825	Operations Manager[31]				\$1,835			\$3,055
5825	Student Academic Coordinator FT salaried[30]			\$17,334	\$8,666		\$28,000	
5825	MS Program Instructors (5@\$25 x 20hrs x 38wks) [31]			\$20,196	\$38,673			\$36,131
5825	Yard Supervisor (\$15 x 22.5hrs x 36wks)[32]			\$12,150				
5825	Elementary Instructors (3@\$25 x 20hrs x 38wks) [32]					\$57,000		
5825	[31]							

AFTE
ELEMENT

Site Name: Metroea Leadership Academy				ASES	OFCY	Program Fees (if applicable)		Other Lead Agency Funds
Site #: 235				Resource 6010 Program 1553				
Average # of students to be served daily (ADA): 711				OU SD Lead Agency	Grantee 121	Lead Agency		Lead Agency
TOTAL GRANT AWARD				\$150,000	\$82,800	\$71,495	\$29,380	\$62,455
5825								
5825								
5825 (31)								
5825 (31)								
Total services(33)				\$0	\$89,680	\$65,222	\$57,000	\$26,000

IN-KIND DIRECT SERVICES

(31)								\$0	\$0
(31)								\$0	\$0
(31)									
(31)									
(31)									
Total value of in-kind direct services								\$0	\$0

LEAD AGENCY ADMINISTRATIVE COSTS

Lead Agency admin (4% max of total contracted \$) (34)				\$4,606	\$8,205.45	\$7,085.10	\$3,231.80	\$13,450
--	--	--	--	---------	------------	------------	------------	----------

SUBTOTALS

Subtotals DIRECT SERVICE(35)				\$12,051	\$115,138	\$74,585	\$84,410	\$29,380	\$48,965
Subtotals Admin/Indirect(37)				\$18,204	\$4,606	\$8,205	\$7,065		\$13,460

TOTALS

Total budgeted per column(38)				\$30,256	\$119,744	\$82,800	\$71,495	\$29,380	\$62,445
Total BUDGETED(39)	100 (40)			\$150,000		\$82,800	\$71,495	\$29,380	\$62,445
BALANCE remaining to allocate(41)				\$0		\$0	\$0	\$0	\$10
TOTAL GRANT AWARD/ALLOCATION TO SITE (42)				\$150,000		\$82,800(43)	\$71,495(43)	\$29,380(43)	\$62,455(43)

ASES MATCH

ASES requires a 3:1 match for every grant award dollar awarded.	
Total Match amount required for this grant:	50,000
Facilities count toward 25% of this match requirement:	12,500
Remaining match amount required:	37,500
Match should be met by combined OFCY funds, other site funds, private dollars, and in-kind resources. This total equals:	246,130
Total Match amount left to meet:	-208,630

Required Signatures for Budget Approval:

Principal:	
Lead Agency:	

MLA – Elementary Schedule – 2012-2013

<u>Time</u>	<u>Monday</u>	<u>Tuesday</u>	<u>Wednesday</u>	<u>Thursday</u>	<u>Friday</u>
1:10			Attendance – K-3		Check-in/Play Structure – K - 3
1:25			Outdoor Games – Cooking & Gardening – ¹ Ballet Folklorico –		Enrichment - Enrichment – Enrichment -
2:25			Outdoor Games Cooking & Gardening Ballet Folklorico		
3:00	Attendance & Snack K-3	Attendance & Snack K-3		Attendance & Snack K-3	Attendance & Snack K-3
3:30	Enrichment – Arts & Crafts – Ballet Folklorico –	Enrichment – Arts & Crafts – Ballet Folklorico –	Outdoor Games – Cooking & Gardening – Ballet Folklorico –	Enrichment – Arts & Crafts – Ballet Folklorico –	Enrichment – Arts & Crafts – Ballet Folklorico –
3:45					
5:00	Academic Activity – K-3	Academic Activity – K-3	Academic Activity – K-3	Academic Activity – K-3	Academic Activity – K-3
6:00					

MLA Middle School Schedule – 2012-2013

<u>Time</u>	<u>Monday</u>	<u>Tuesday</u>	<u>Wednesday</u>	<u>Thursday</u>	<u>Friday</u>
1:05	PE – 6	PE – 6	GMF – 6 BMF – 6	HW – 8 Football – 7/8 Soccer – 7/8 Arts & Crafts – 7/8 HW – 7 Mixed Media Art – 7/8	Computers – A Computers – B
2:15	CP – 6	CP – 6	HW – 8 Football – Soccer Arts & Crafts HW – 7 Mixed Media Art – 7/8	CP	CP
2:30	Homework – 8 Quicepazque – 8 Quicepazque – 8 Media Art – 7 Percussion – 7 Soccer – 7 Arts & Crafts – 7	Homework – 8 Quicepazque – 8 Quicepazque – 8 Media Art – 7 Percussion – 7 Soccer – 7 Arts & Crafts – 7	Snack 6-8	Math Intrvtion - 7/8 Media Art - 7/8 Cook/Gard – 7/8 Graffiti – 7/8 Percussion – 7/8 Baseball – 7/8 Arts & Crafts – 7/8	Math Intrvtion - 7/8 Media Art - 7/8 Cook/Gard – 7/8 Graffiti – 7/8 Percussion – 7/8 Baseball – 7/8 Arts & Crafts – 7/8
3:15	Snack - 6	Snack - 6	Peer Educators 6-8	Snack - 6	Snack - 6
3:30	HW – 6	HW – 6	Board Games - 6 Mixed Media Arts – 6	Snack – 7-8	Board Games - 6 Mbxed Media Arts – 6
3:45	Homework – 7 Quicepazque – 7 Quicepazque – 6 Media Art – 8 Latin Dance – 8 Basketball – 8 Soccer – 8	Homework – 7 Quicepazque – 7 Quicepazque – 6 Media Art – 8 Latin Dance – 8 Basketball – 8 Soccer – 8	Latin Dance - 7/8 Cook/Gard – 7/8 Graffiti – 7/8 Football – 7/8 Soccer – 7/8	Latin Dance - 7/8 Cook/Gard – 7/8 Graffiti – 7/8 Football – 7/8 Soccer – 7/8	
5:00	Homework Club 6-8	Homework Club 6-8	Homework Club 6-8	Homework Club 6-8	Homework Club 6-8
6:00					



Oakland Afterschool Programs



Oakland Afterschool Programs

Supporting the Learning that Children

Experience in School

Aspiranet's Afterschool Programs provide youth with the kinds of learning experiences and opportunities that may not be available to children in their homes or classrooms. They offer young people opportunities to learn new things and develop important skills that are crucial to success in school and in life. Each program is designed to support and complement the learning that children experience in school.

Aspiranet has provided communities in Oakland with meaningful afterschool programming since 2006, in collaboration with community organizations, Oakland Unified School District, principals, teachers, volunteer groups and Departments of Education. We place a strong emphasis on neighborhoods in Oakland that are underserved.

Commitment to Children and Their Learning

Our program is built on the belief that supporting young people's personal development and school success requires families, schools and their communities to work together. Our Afterschool Program Initiatives are based upon the principle that young people deserve the opportunity to have safe places with caring adults

and engaging learning opportunities that support the work in the classroom and benefit the student and their community.

Our programs utilize highly experienced staff to provide academic skill building and engaging enrichment activities to school-age children. Aspiranet takes a community-based approach to providing services by partnering with local schools, community organizations, and other agencies and school districts to ensure that the community's distinct needs are served to their fullest.

Each afterschool site includes academic skill building, recreation and enrichment components with a wide range of activities that address essential components of afterschool programming. By providing structured and enriching learning opportunities, afterschool programs can improve children's academic performance and meet their social, emotional and physical development needs. In addition, enrichment opportunities not available during the regular school day—such as art, music, technology and drama—can be offered to complement the regular school-day program.

Key Facts about the Oakland Afterschool Program

- 1,700 youth served each year
- In 2007, we served ten schools and expanded to 14 in 2008.
- We recruit, train and supervise afterschool instructors to ensure the highest quality instruction.

Menu of Service for Lead Agency: Aspiranet

Lead Agency Unit of Service for ASES After School Program

After School Services include:

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

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

After School program will serve up to 90 students in elementary school programs and 120 students in middle school programs. Services will be offered daily, Monday through Friday, from September 2011 – June 2012. Program will begin immediately at the end of the regular school day and will stay open until 6pm daily.

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

Lead Agency Option A: Cost for Elementary School lead agency package: \$ 93,634

Lead Agency Option B: Cost for Middle School Lead Agency package: \$ 127,011

Lead Agency Unit of Service for 21st Century After School Program

After School Services Include:

After school program set up and coordination of comprehensive services to ensure 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, recreational/physical activity, and family literacy components to meet grant compliance. Services will be delivered by qualified, trained individuals and/or community providers with subject matter expertise and youth development experience.

Services will be offered daily, Monday through Friday, from September 2011 – June 2012. Program will begin immediately at the end of the regular school day and will stay open until 6pm daily.

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

Lead Agency Option C: Cost for Elementary School lead agency package for up to 90 students: \$ 92,483

Lead Agency Option D: Cost for Middle School Lead Agency package for up to 120 students: \$125,369

Lead Agency Option E: Cost for High School Lead Agency package for up to 83 students: \$136,155

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

- 1a. School opting to utilize own teachers to provide academic services, reducing the academic programming charges to the cost above.
- 1b. School opting to directly contract with a different service provider for enrichment, reducing some of the enrichment charges to the cost above.
- 1c. School opting to provide supplies in support of after school programming, reducing supply costs from the total above.
- 1d. School opting to fund School Safety Officer, reducing above costs to provide safe and secure after school environment.
- 1e. School utilizing other funds to increase level of services and/or number of students served beyond the above base unit.
- 1f. School reducing number of students to be served by program, due to reduced grant funds.
- 1g. School opting to fund Academic Liaison, reducing above costs for academic programming and alignment with school day.

Other 21st Century Services

Option F: 21st Century Family Literacy Services: Variety of services to engage parents and support them in helping their children to succeed in school. Services customized to meet school and community needs, and may include: parent workshops, parent outreach and adult literacy support.

Services will be open to families of all students participating in 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 G: 21st Century Equitable Access Services: Services customized to meet school needs, and may include: services to enhance student access to after school program; special support services for English learners and other high need students; translation services; and services to promote conflict resolution and positive program climate.

Services will compliment after school programming occurring daily, September through June.

Cost \$21,750

Factors that would decrease the above costs for 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.

Other Specialized Services

Option H: Intervention Services: Tutoring and intervention strategies to increase literacy and math skills to eligible students falling below proficient. To serve up to 20 students, for one hour per week, up to five days per week, over the course of the school year.

Cost \$50,000

Option I: Visual and Performing Arts:

Arts based activities to expand and increase skills in: visual arts, dance, theatre arts and history of visual/performing arts. Program would serve up to 190 students. Students will receive service two days per week, for the course of the school year.

Cost \$27,000

Option J: Health and Wellness:

Recreation or other health related activities on school campus. Students will engage in fitness activities and be taught nutrition facts to maintain healthy lifestyle. Students will develop positive attitudes towards fitness and a physically active lifestyle which will strengthen student's self-esteem and confidence, develop fine motor skills and increased socialization skills. Program could serve all students enrolled during day and/or after school by providing additional staff and additional activities up to five days a week.

Cost \$25,000

Option K: Intervention Services for Language English Proficiency

Tutoring and intervention strategies to increase English proficiency skills to eligible students falling below proficient. To serve up to 20 students, for one hour per week, up to five days per week, over the course of the school year.

Cost: \$50,000

Option L: Summer Extended Day Program

Summer Extended Day Services include:

Summer program set up and coordination of comprehensive services to ensure grant compliance, program quality, fiscal oversight, and compliance with district policies, including contracting processes, fiscal timelines, and Legal requirements.

Delivery of high quality summer extended day programming consisting of academic, enrichment and recreational/physical activity. Services will be delivered by qualified, trained individuals and/or community providers with subject matter expertise and youth development experience.

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

Cost: \$25,000

Factors that would increase or decrease costs for above specialized services:

- 3a.** School opting to directly contract with a different service provider for intervention or visual and performing arts services, reducing some of the enrichment charges to the cost above.
- 3b.** School opting to provide supplies in support of after school programming, reducing supply costs from the total above.
- 3c.** School utilizing other funds to increase level of services and/or number of students served beyond the above base unit.
- 3d.** School reducing number of students to be served by program, due to reduced grant funds.

Aspiranet Oakland After School 2012-2013

Anticipated Grant Amounts

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

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

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

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

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

PRODUCER
Heffernan Insurance Brokers
1350 Carback Avenue
Walnut Creek, CA 94596
CA License #0564249

CONTACT NAME:
PHONE (A/C, No, Ext): 925-834-8500 **FAX (A/C, No):** 925-834-8278
EMAIL ADDRESS:

INSURED
Aspirant
400 Oyster Point Blvd., Suite 501
South San Francisco, CA 94080

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Wausau Underwriters Ins. Co.	26042
INSURER B: Lexington Ins. Co.	19437
INSURER C: Granite State Ins. Co.	23809
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADD L INS R	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$25,000 Per Occurrence Deductible GEN'L. AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	<input checked="" type="checkbox"/>		41LX0089961326	12/16/11	12/16/12	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 200,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS HIRED AUTOS <input checked="" type="checkbox"/> Comp Ded \$1,000 UMBRELLA LIAB EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			02CA0038937066	12/16/11	12/16/12	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? (Mandatory in N.H.) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/>	N/A	WCJZ91446188011	07/01/11	07/01/12	<input checked="" type="checkbox"/> WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Crime			02LX0089961416	12/16/11	12/16/12	Limit: \$ 500,000 Ded: \$500
B	Professional Liability			41LX0089961326	12/16/11	12/16/12	Each Wrongful Act \$ 1,000,000 Aggregate Limit \$ 3,000,000 Deductible - Each Wrongful Act \$ 25,000

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

CERTIFICATE HOLDER

CANCELLATION

Oakland Unified School District
1025 2nd Street
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



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

COMMERCIAL GENERAL LIABILITY
CG 20 26 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Additional Insured Person(s) or Organization(s)

Oakland Unified School District, its Officers, Employees, Volunteers or Agents

Information required to complete this Schedule, if not shown above, will be shown in the Declarations

Section II – Who is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

CG 20 26 07 04

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

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

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

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

PRODUCER
Heffeman Insurance Brokers
1350 Cariback Avenue
Walnut Creek, CA 94596
CA License #0564249

CONTACT NAME:
PHONE (A/C, No, Ext): 925-934-8500 **FAX (A/C, No):** 925-934-8278
EMAIL ADDRESS:

INSURED
Aspirant
400 Oyster Point Blvd., Suite 501
South San Francisco, CA 94080

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Wausau Underwriters Ins. Co.	26042
INSURER B: Lexington Ins. Co.	19437
INSURER C: Granite State Ins. Co.	23809
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADD L INS R	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	GENERAL LIABILITY			41LX0089961328	12/18/11	12/16/12	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	<input checked="" type="checkbox"/>					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 200,000
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> \$25,000 Per Occurrence Deductible						PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER						GENERAL AGGREGATE \$ 3,000,000
<input checked="" type="checkbox"/>	POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PRODUCTS - COM/POP AGG \$ 1,000,000
							\$
C	AUTOMOBILE LIABILITY			02CA0038937066	12/16/11	12/16/12	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	HIREN AUTOS <input type="checkbox"/> NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident) \$
<input checked="" type="checkbox"/> Comp Ded \$1,000 <input checked="" type="checkbox"/> Coll Ded \$1,000				\$			
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			41UD0002735336	12/16/11	12/16/12	EACH OCCURRENCE \$ 2,000,000
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 2,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WCJ-Z91-448188011	07/01/11	07/01/12	<input checked="" type="checkbox"/> WC STATUTORY LIMITS OTHER \$ 1,000,000
	ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? (Mandatory in N.H.)	<input type="checkbox"/>	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
C	Crime - Employee Theft			02LX0089961416	12/18/11	12/16/12	Limit: \$ 900,000 Ded: 8800
B	Professional Liability - Claims Made			41LX0089961328	12/16/11	12/16/12	Each Wrongful Act \$ 1,000,000 Aggregate Limit \$ 3,000,000 Deductible - Each Wrongful Act \$ 25,000

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

Re: As on file with the insured. Oakland Unified School District, its Officers, Employees, Volunteers or Agents are named as additional Insured on General Liability as per attached CG2026.

CERTIFICATE HOLDER

Oakland Unified School District
1025 2nd Street
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

DESCRIPTION OF OPERATIONS CONTINUED:

INSURED'S NAME: [REDACTED]

CERT HOLDER NAME: Ontario / [REDACTED] School District

Abuse and Molestation Coverage: Claims Made Retro Date 12-16-06

Insurer Letter B 41LX0089961326 12/16/11 – 12/16/12

\$2,000,000 For each abuse of molestation incident
\$2,000,000 Aggregate Limit of insurance for all abuse
or molestation incidents

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

COMMERCIAL GENERAL LIABILITY
CG 20 26 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Additional Insured Person(s) or Organization(s)

Oakland Unified School District, its Officers, Employees, Volunteers or Agents

Information required to complete this Schedule, if not shown above, will be shown in the Declarations

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf.

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

EPLS

Excluded Parties List System

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

Your search returned no results.

Search Results

Current Search Terms: aspiranet*

Your search for "Aspiranet*" returned the following results...

Entity	ASPIRANET	Status: Active
DUNS: 178401931	CAGE Code: 4RCD3	View Details
Has Active Exclusion?: No	DoDAAC:	

SAM | System for Award Management 1.0

IBM v1.837.20130402-1804

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



Oakland Afterschool Programs

ASPIRAnet
Raising Hope. Empowering Community.

Participating Schools

While all sites offer Academic Skill Building, Recreation and Enrichment classes, each school site offers unique programming to meet the needs of the community in which the school is located. Classes include: hip-hop dance, yearbook, health club, computers, choir, chess, guitar, cooking, Spanish, track & field, gardening and various academic clubs and tribes.

Middle Schools:

Melrose Leadership Academy

Elementary Schools:

Carl B. Munck School
East Oakland Pride Academy
Grass Valley School
Piedmont Avenue School
Rise Community School
Encompass Academy
Howard School
Think College Now
International Community School
Peralta School
Futures Elementary School
Community United School

A Place to Feel Safe for Every Child

Aspiranet creates a brighter future for children, families and the community. If you would like to learn more about Aspiranet, please visit www.aspiranet.org.



www.aspiranet.org/afterschool

Respect, Integrity, Courage, and Hope

Aspiranet Headquarters
400 Oyster Point Blvd., Suite 501
South San Francisco, CA 94080
AspiranetOakland@gmail.com
www.aspiranet.org

Tel: 510.686.4868
Fax: 510.635.1982

xRes 1

Oakland Afterschool Programs are a program of Aspiranet, a network of children, family, and community-based programs throughout California. To learn more about the Oakland Afterschool Programs, please call 510.686.4868 or visit us on the web at www.aspiranet.org/afterschool.

Aspiranet is registered as a 501c(3) not-for-profit organization with locations throughout California. Our vision is to take collective action to support communities and families as they love and care for children.

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



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

TO: Board of Education
FROM: Dr. Anthony Smith, Ph.D., Superintendent
SUBJECT: Master Memorandum of Understanding between OUSD and ASPIRANET

ACTION REQUESTED

Authorize the President and Secretary of the Board to enter into and execute a Memorandum of Understanding with Aspiranet, on behalf of the District to provide services to students. This establishes a one year relationship with Aspiranet, and a Not-To-Exceed amount of \$1,578,696.00. This amount is projected using historical cost data, known changes to the number of sites served and expected available grant funding allowable.

BACKGROUND

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

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



DISCUSSION

Vendor: Aspiranet

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

Not-To-Exceed Amount: \$1,578,696.00

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

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

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

FISCAL IMPACT

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



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

RECOMMENDATION

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

ATTACHMENTS: Master MOU

Board Office Use: Legislative File Info.	
File ID Number	11-1419
Introduction Date	6-27-12
Enactment Number	12-1653
Enactment Date	6/27/12



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

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

1. INTENT

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

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

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

2. TERMS AND CONDITIONS

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

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

2.15 **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

2.16 **Changing Legislation.** CONTRACTOR understands that changes in Federal, or state legislation or District policy may impact funding levels, grant requirements, and responsibilities of CONTRACTOR during an academic school year. This MOU may be amended during the 2010-11 fiscal year to reflect additional changes resulting from such legislation.

3. ADMINISTRATION OF MASTER MOU.

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

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

3.2 Notices to CONTRACTOR shall be addressed as indicated:

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

4. AREAS OF AUTHORITY

4.1 **Oakland Unified School District.** The Oakland Unified School District is responsible for fiduciary and programmatic oversight for the expenditure of funds contracted to CONTRACTOR by OUSD for fiscal year 2012-2013.

4.2 **Independent Contractor.** This is not an employment contract. CONTRACTOR, is an independent contractor or business entity, and will be responsible for operations and management of its employees to sufficiently carry out the agreed upon Scope of Work. CONTRACTOR understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of OUSD, and are not entitled to benefits of any kind or nature normally provided or entitled to employees of OUSD, including, but not limited to, State Unemployment Compensation or Worker's Compensation. CONTRACTOR shall assume full responsibility for payment of all Federal, State, and local taxes or contributions necessary to do business in the State of California, including unemployment insurance, social security and income taxes with respect to CONTRACTOR's employees. In the performance of the work herein contemplated, CONTRACTOR is an independent contractor, with the sole authority for controlling and directing the performance of the details of the work, OUSD being interested only in the results obtained.

4.3 **Fiscal oversight and management.** CONTRACTOR shall be responsible for providing oversight, fiscal management, payroll services and technical assistance to its agents, employees or subcontractors. CONTRACTOR may be required to facilitate and collaborate with other service providers as necessary.

4.4 **No Rights in Third Parties.** This agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.

4.5 **Ownership of Documents.** All documents created by CONTRACTOR pursuant to this Agreement, including but not limited to reports, designs, schedules, and other materials prepared, or in the process of being prepared, for the services to be performed by CONTRACTOR, are and shall be at the time of creation and thereafter the property of the OUSD, with all intellectual property rights therein vested in the OUSD at the time of creation. The OUSD shall be entitled to access to and copies of these materials

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

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

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

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

- (a) Requesting that OUSD employee(s) evaluate the CONTRACTOR and the CONTRACTOR's employees and subcontractors and each of their performance.
- (b) Announced and unannounced observance of CONTRACTOR, CONTRACTOR's employee(s), and/or subcontractor(s).

5. CONDUCT OF CONTRACTOR

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

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

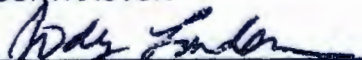
- | Yes | No | |
|-------------------------------------|-------------------------------------|---|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | ASES PROGRAM GRANT (Elementary / Middle) |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | 21st CCLC ASSET GRANT (High 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: 5/22/12



President, Board of Education
Oakland Unified School District

Date: 6/28/12



Secretary, Board of Education
Oakland Unified School District

Date: 6/28/12