

Board Office Use: Legislative File Info.	
File ID Number	12-0263
Introduction Date	3/14/12
Enactment Number	12-0853
Enactment Date	3-14-12



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 3-14-12
(To be completed by Procurement)

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

Action Requested Approval by the Governing Board of the amendment to the Individual Service Agreement between the District and Bay Area Community Resources. Services to be primarily provided to 224/Alliance Academy for the period of 07/01/2011 through 06/30/2012, in an amount not to exceed \$9,936.00.

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

The original Individual Service Agreement is contracting of services at the negotiated price, stated in the referenced Master MOU, approved by the Board of Education on June 22, 2011 (Enactment number 11-1137). This amendment will increase the current level of services beyond the initial plan as stated in the original contract for Option B - Lead Agency Unit for Arts, Recreation, Leadership, and Family Literacy Activities. Because of this increase, school is increasing the amount of funds that was originally contracted to provide these additional services.

Discussion
One paragraph summary of the amended scope of work.

Approval by the Board of Education of Amendment No. 1 of the Individual Service Agreement to the Master Memorandum of Understanding between Oakland Unified School District and Bay Area Community Resources, San Rafael, CA, for the latter to increase current services to enhance current comprehensive After School Program that serves approximately 200 students daily, increasing the amount originally contracted in Menu of Service - Option B daily for all students and families in the after school program at Alliance Academy for the period of July 1, 2011 through June 30, 2012, in the amount of \$9,936.00, increasing the agreement from \$86,652.00 to a not to exceed amount of \$96,588.00. All other terms and conditions remain in full force and effect.

Recommendation Approval by the Governing Board of the amendment to the Individual Service Agreement between the District and Bay Area Community Resources. Services to be primarily provided to 224/Alliance Academy for the period of 07/01/2011 through 06/30/2012, in an amount not to exceed \$9,936.00.

Fiscal Impact Funding resource name (please spell out) 6010/Prop 49 ASES Funding not to exceed \$9,936.00.

Attachments

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

Board Office Use: Legislative File Info.	
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INDIVIDUAL SERVICE AGREEMENT (ISA) AMENDMENT No. 1

AGREEMENT TO PURCHASE ADDITIONAL SERVICES UNDER A MASTER MEMORANDUM OF UNDERSTANDING

This Amendment is entered into between the Oakland Unified School District (OUSD) and Bay Area Community Resources (CONTRACTOR). OUSD entered into an Agreement with CONTRACTOR for services on July 1, 2011, and the parties agree to amend that Agreement as follows:

MASTER MOU – ORIGINAL ISA INFORMATION			
VENDOR NAME	Bay Area Community Resources	LEGISTAR FILE ENACTMENT #	10-1649
SITE NUMBER / NAME	224 224/Alliance Academy	AMOUNT OF ORIGINAL ISA	\$ 86,652.00
Original ISA Contract, or most recent ISA Contract Amendment period: 07/01/2011 (from date) to 06/30/2011 (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	Fee	\$ 127,213.00	UNITS OF SERVICE	1	\$ 9,936.00
Service		Fee	\$	UNITS OF SERVICE		\$
Service		Fee	\$	UNITS OF SERVICE		\$
Subtotal						\$ 9,936.00

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

1A. School opting to utilize own teachers to provide academic services, reducing the academic programming charges to the cost above.

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: \$ 96,588.00

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: Martin Weinstein	TITLE: CEO
SIGNATURE	<i>[Signature]</i>	DATE: <i>[Signature]</i>
OUSD SITE ADMINISTRATOR	NAME: Cheryl Lapa	TITLE: Principal
SIGNATURE	<i>[Signature]</i>	DATE: 1/13/12

APPROVAL BY THE BOARD OF EDUCATION

Jody London, PRESIDENT OF THE BOARD OF EDUCATION	<i>[Signature]</i>	DATE: 3/15/12
EDGAR RAKESTRAW, JR SECRETARY, BOARD OF EDUCATION	<i>[Signature]</i>	DATE: 3/15/12

Units of Service for Lead Agency: Bay Area Community Resources

Lead Agency Unit of Service for Elementary/Middle Schools

After School Services include:

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

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

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

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

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

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

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

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

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

Lead Agency Unit of Service for High Schools

Description of Services:

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

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

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

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

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

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

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

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

Lead agency unit of service includes programmatic and operational costs.

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

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

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

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

for Site Coordinator.

1g. Other specialty services from this menu have been selected to augment or replace some of the basic lead agency services included in package above.

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

Other Specialized Services

Option E: Youth Leadership and Career Exploration

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

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

Option F: Specialized CAHSEE preparation

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

Cost: \$5,720

Option G: Parent workshops

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

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

Option H: Physical Fitness

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

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

Option I: Visual or Performing Arts

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

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

Option J: Health & Nutrition

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

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

BACR Mental Health Services

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

Cost: \$9,000 per year

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

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

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

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

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

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

Cost: \$17,400

Option O: Equitable Access Services: Services customized to meet school needs, and may include: services to enhance student access to after school program; special support services for English learners and other high need students; translation services; and services to promote conflict resolution and positive program climate.

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

Cost: \$21,750

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

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



CERTIFICATE OF LIABILITY INSURANCE

OP ID: SG

DATE (MM/DD/YYYY)

07/05/11

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

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

PRODUCER Farallone Pacific Insurance Services, License # 0F84441 859 Diablo Avenue Novato, CA 94947 Peter Schmale	415-493-2500 415-493-2505	CONTACT NAME: Sindy Graham, ext 131 PHONE (A/C, No, Ext): 415-493-2500 E-MAIL ADDRESS: sgraham@fp-ins.com PRODUCER CUSTOMER ID #: BAYAR-3	FAX (A/C, No): 415-493-2505
INSURED Bay Area Community Resources, Inc. 171 Carlos Drive San Rafael, CA 94903-2005	INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Indemnity Ins Co. INSURER B: Sparta Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:		NAIC # 32760

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Abuse Sublimit 1,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	X		PHPK740321	07/01/11	07/01/12	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 20,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			PHPK740321	07/01/11	07/01/12	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
								\$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB350578	07/01/11	07/01/12	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$
								\$
								\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	006WK012440	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
A	Professional Liability			PHPK740321	07/01/11	07/01/12	Each	1,000,000
							Aggregate	2,000,000

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

CERTIFICATE HOLDER

CANCELLATION

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

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

AUTHORIZED REPRESENTATIVE

Sindy Graham

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

COMMERCIAL GENERAL LIABILITY

EFFECTIVE: * July 1, 2011 - 2012

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED — CONTROLLING INTEREST

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization

Oakland Unified School District

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

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



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.

- Contractor and OUSD contract originator reach agreement to increase services provided under the Master MOU.
- 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.
- OUSD contract originator **creates new requisition with the original PO number referenced in the item description.**
- OUSD contract originator submits ISA amendment packet for approval within 10 days of creating the requisition.

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

Attachment Checklist

ISA amendment packet including Board Memo, ISA amendment form, Menu of Services

Copy of original Individual Service Agreement

Copy of Prior Amendments, If Any.

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

VENDOR INFORMATION

CONTRACTOR NAME	Bay Area Community Resources	CITY	San Rafael	STATE	CA
SITE /DEPT NAME	224/Alliance Academy	SITE #	224		

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	PROP49 ASES	2241553401	R0202243	\$9,936.00
				\$
				\$

Amount and Reason for Amendment

Original PO Number(s)	P1201214	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	\$ 86,652.00	
Amended ISA Amount	\$ 9,936.00	
New Total Contract Amount	\$96,588.00	

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.

1.	Site Administrator or Manager	Name	Cheryl Lana	Phone	(510) 639-2893	Fax	(510) 639-3387
	Site / Department	224/Alliance Academy					
	Signature	<i>Cheryl Lana</i>			Date Approved	1/13/12	
2.	Resource Manager, if using funds managed by:	<input type="checkbox"/> State and Federal <input type="checkbox"/> Quality, Community, School Development <input checked="" type="checkbox"/> Complementary Learning / After School Programs					
	Signature	<i>Quia Ma</i>			Date Approved	2/13/12	
	Signature						
3.	Regional or Executive Officer						
	Signature	<i>[Signature]</i>			Date Approved	2/17/12	
4.	Deputy Superintendent Instructional Leadership / Deputy Superintendent Business Operations						
	Signature	<i>Maria Santos</i>			Date Approved	2-20-2012	
5.	Superintendent or Board of Education	Signature on the legal contract					
Legal Required if not using standard contract	Approved			Denied - Reason			
Procurement	Date Received			PO Number			



Board Office Use: Legislative File Info.	
File ID Number	11-1938
Introduction Date	8-24-11
Enactment Number	11-1489
Enactment Date	8-24-11 <i>ds</i>



**OAKLAND UNIFIED
SCHOOL DISTRICT**

Community Schools, Thriving Students

Memo

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

Board Meeting Date
(To be completed by Procurement) August 24, 2011

Subject Individual Service Agreement - Master Memorandum of Understanding - Bay Area Community Resources (contractor) - 224/Alliance Academy (site)

Action Requested Approval of the Individual Service Agreement to the Master Memorandum of Understanding (MOU) between District and Bay Area Community Resources, for services to be provided primarily to 224/Alliance Academy.

Background
A one paragraph explanation of why the consultant's services are needed. The attached Individual Service Agreement is the contracting of services at the negotiated price, stated in the referenced Master MOU, approved by the Board of Education on June 22, 2011 (Enactment number 11-1137).

Discussion
One paragraph summary of the scope of work. Approval by the Board of Education of an Individual Service Agreement to the Master Memorandum of Understanding (MOU) between the District and Bay Area Community Resources, San Rafael, CA, for the latter to provide their Menu Option B for Arts, Recreation, Leadership and Family Literary activities in its capacity as a Comprehensive After School Program Lead Agency at Alliance Academy for the period of July 1, 2011 through June 30, 2012, in an amount not to exceed \$86,652.00, pursuant to the terms and conditions as specified in the MOU.

Recommendation Approval by the Board of Education of an Individual Service Agreement to the Master Memorandum of Understanding (MOU) between the District and Bay Area Community Resources for the latter to provide Arts, Recreation, Leadership and Family Literary activities in its capacity as a Comprehensive After School Program Lead Agency at Alliance Academy for the period July 1, 2011 through June 30, 2012.

Fiscal Impact Funding Resource: 6010/After School Education and Safety (ASES) Grant in an amount not to exceed \$86,652.00.

Attachments

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

Board Office Use: Legislative File Info.	
File ID Number	11-1938
Introduction Date	8-24-11
Enactment Number	11-1489
Enactment Date	8-24-11/2



OAKLAND UNIFIED SCHOOL DISTRICT

Community Schools, Thriving Students

INDIVIDUAL SERVICE AGREEMENT (ISA) 2011-2012

MASTER MOU INFORMATION			
VENDOR NAME	Bay Area Community Resources		
VENDOR #	1001628	ENACTMENT #	
SITE / DEPT NAME	ALLIANCE ACADEMY	SITE #	224
OUSD STAFF CONTACT - EMAILS ABOUT THIS CONTRACT SHOULD BE SENT TO:		greg.klein@ousd.k12.ca.us	

ORDER MENU OF SERVICES (EXHIBIT A OF MASTER MOU) - SELECT DESIRED SERVICE				
SERVICE AND UNIT OF SERVICE (SEE EXHIBIT A OF MASTER MOU FOR A FULL DESCRIPTION OF SCOPE OF WORK AND MENU OF SERVICES)	GRADE LEVEL(S) SERVED	RATE PER UNIT	DESIRED UNITS	AMOUNT (DESIRED UNITS TIMES RATE PER UNIT)
B-Lead Agency Unit for Middle School	6-8	\$127,213.00	1	\$86,652.00
		\$		\$
		\$		\$
TOTAL AMOUNT				\$86,652.00

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

1a. School opting to utilize own teachers to provide academic services, reducing the academic programming charges to the cost above

BUDGET INFORMATION					
REQUISITION NUMBER	R0200281	START DATE	07/01/2011	END DATE	06/30/2012
RESOURCE #	RESOURCE NAME	ORG KEY		AMOUNT	
6010	ASES	2241553401		\$86,652.00	
				\$	
				\$	

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

VENDOR	NAME	MARTIN WEINSTEIN	TITLE	CEO
SIGNATURE			DATE	6/17/11
OUSD SITE ADMINISTRATOR	NAME	GREG KLEIN	TITLE	PRINCIPAL
SIGNATURE			DATE	6/17/11

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

RESOURCE MANAGER, if using funds managed by:			
<input type="checkbox"/> State and Federal <input type="checkbox"/> Quality Community School Development <input checked="" type="checkbox"/> Complementary Learning / After School Programs			
SIGNATURE		DATE	7-13-11
SIGNATURE		DATE	
NETWORK OR DEPARTMENT EXECUTIVE OFFICER			
SIGNATURE		DATE	7/1/11
PRESIDENT AND THE SECRETARY OF THE BOARD OF EDUCATION			
SIGNATURE		DATE	8/25/11
SIGNATURE		DATE	8/25/11



CERTIFICATE OF LIABILITY INSURANCE

OF ID: SG

DATE(MM/DD/YYYY)

07/05/11

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

PRODUCER Farallone Pacific Insurance Services, License # 0F84441 859 Diablo Avenue Novato, CA 94947 Peter Schmale	415-493-2500 415-493-2505	CONTACT NAME: Sindy Graham, ext 131 PHONE (A/C No, Ext): 415-493-2500 FAX (A/C No): 415-493-2505 E-MAIL ADDRESS: sgraham@fp-ins.com PRODUCER CUSTOMER ID #: BAYAR-3
INSURED Bay Area Community Resources, Inc. 171 Carlos Drive San Rafael, CA 94903-2005	INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Indemnity Ins Co. INSURER B: Sparta Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 32760

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR LTR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Abuse Sublimit 1,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X		PHPK740321	07/01/11	07/01/12	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			PHPK740321	07/01/11	07/01/12	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB350578	07/01/11	07/01/12	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	006WK0124400	07/01/11	07/01/12	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability			PHPK740321	07/01/11	07/01/12	Each 1,000,000 Aggregate 2,000,000

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

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

COMMERCIAL GENERAL LIABILITY

EFFECTIVE: * July 1, 2011 - 2012

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED — CONTROLLING INTEREST

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization

Oakland Unified School District

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

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

OUSD Strategic Questions: After School Outcomes/Impact

With the new OUSD Strategic Plan, all partners will be expected to align with the district's four key outcomes for students. Please work collaboratively with school leadership to complete the table below with specific information about how your after school program will support one or more of the desired outcomes listed below.

School: Alliance Academy Middle School

Lead Agency Partner: Bay Area Community Resources

Strategic Questions & Desired Outcomes	Activities: What after school program activities will support the desired outcomes?	Metrics: How will the program measure its efforts to support the desired outcomes?
<p>High School Graduation: How many more Oakland children are graduating from high school?</p>	<p>Transition support for students transitioning from 5th to 6th grades; and from 8th to 9th grades.</p> <p>Project-based learning and skill-building enrichment for all program participants to keep them engaged in school and learning.</p> <p>Monthly parent education workshops and/or Family Days that provide strategies for parent involvement in their child's education. Family Night's engage the whole family in the learning process. They provide an opportunity for parents to support their children academically.</p> <p>Regular monitoring of academic performance of program participants by Site Coordinator and Academic Liaison; development of targeted academic support activities to support student skill-building. Homework Helpers After School Staff and Volunteers will be trained and supported by Academic Liaison and ASP Director in order to help all students in the ASP program. Classroom teachers will support, students who, based on the CST need more focused attention for one half hour 4 days per week.</p> <p>Weekly boys and girls mentoring groups focused on goal-setting, requirements for high school graduation, and overcoming obstacles to school success. Girls will be separated into 2 groups and will meet 4 hrs per week to work on self-esteem, self-awareness and financial literacy. Two to four adults will teach financial management skills</p>	<p>100% of students will engage in extended day for academic skill-building. 100% of participating 5th graders will receive transition support to prepare them for middle school.</p> <p>Project-based learning and skill-building enrichment for 100% of program participants to keep them engaged in school and learning.</p> <p>80% will demonstrate increased school engagement as measured by student, parent, and teacher year-end surveys administered at the end of the school year.</p> <p>Alliance anticipates a 2% increase in monthly attendance and a 10% increase in parent participation.</p> <p>70% of families will report in year-end surveys that they have increased understanding of how to support their child's learning and progress toward high school graduation.</p> <p>In groups of no more than 20 students will be supported by 1 to</p>

	<p>while building computer competency.</p>	<p>2 adults towards homework success 4days per wk. 1.5hrs/day. Line staff and Youth Leaders will use the school day curriculum to guide their academic curriculum. 90% of participating students will achieve to the next level toward grade level or above. 25% of 7th & 8th grade girls will participate in TechGyrls to increase financial literacy, computer skills, social skills, and self-esteem.</p>
<p>School Day Attendance: How many more Oakland children are attending school 95% or more?</p>	<p>Monthly parent education workshops where school day attendance data is reviewed and discussed.</p> <p>Weekly monitoring of school day attendance data for all after school participants; parent communication regarding regular absences.</p> <p>Mentoring to students regarding the importance of coming to school daily.</p> <p>Monthly attendance achievement awards to after school participants who attend school 95% or more.</p>	<p>80% of families who participate in parent education workshops will indicate on surveys that they have increased understanding of the importance of regular school day attendance and are aware of their child's attendance patterns in school.</p> <p>90% of students/families who do not attend school at least 95% will receive mentoring, parent communication, and parent support regarding attendance concerns.</p> <p>Two to four adults will work with the girls' group on the importance of positive life choices.</p> <p>Site Coordinator will work with Administration to contact students in the ASP and provide additional support where needed.</p> <p>Students will be supported by 1 adult towards homework success 4days per wk. 45 mins. per day attention (ratio: 20:1).</p> <p>Regular awards ceremonies will be scheduled to acknowledge students who attend 95% of the</p>

		time and/or increase academic skill level.
Job Skills/Career readiness: How many more students have meaningful internships and/or paying jobs?	<p>Career Day workshops highlighting different professions will take place during the school day and in ASP activities.</p> <p>TechGyrls: Students will learn the importance of effective communication, public speaking, and financial management skills while building computer competency.</p>	<p>Throughout the year, students will be exposed to a variety of professions. Girls have visited Yahoo, Google to learn about careers in math, science. Students will learn the importance of communication, planning, supervision, and conflict resolution. Students also learn about the democratic process. Students have an opportunity to learn key components of effective communication and debate.</p>
Health Services: How many more Oakland children have access to, and use, the health services they need?	<p>Our Lead agency's main priorities for the 11-12 school year are to strengthen the character building activities and wellness components of our program (nutrition and physical fitness). All grades will learn soil composition, food origins, sustainable living/eating, planting cycles, science, math, nutrition, insect life cycles and fertilizations, appropriate use of garden tools, and basic garden upkeep. They will develop a sense of community, pride and appreciation for their work. Students will also develop a sense of community, pride and appreciation for their work through community service days, ASP activities, and the ASP curriculum and atmosphere.</p> <p>The site coordinator will participate in COST meetings at school site with other service providers, including health services.</p> <p>Ongoing, regular communication between Site Coordinator and school nurse regarding student health needs will help provide continuous wrap around services that extends into after school.</p> <p>Health Services are provided for students in need of additional MH support.</p>	<p>Ongoing activities during the school day and in the ASP will help students make healthy food and life choices. Activities such as Family Science Night, Student Led Conference, Spring Fling will continue to provide opportunities to educate families. The new health clinic will form the backdrop for ongoing discussions around making healthy choices. Once built, students will have access to the clinic during school. Site Coordinator, Principal, Coordinator, Teachers, etc. will attend regular COST meetings to develop a better understand of how to best support the child. Site Coordinator will participate in at least 80% of COST meetings.</p>

Narrative for Board Memo: (please complete all highlighted sections)

The After School Lead Agency, Bay Area Community Resources, will provide daily, comprehensive after school services during the 2011-12 school year at Alliance Academy Middle School. The Lead Agency will work collaboratively with school leadership to develop after school programming that is aligned with the OUSD Strategic Plan, complements the regular school day program, and supports each school's overarching goals and priorities for student achievement. Specifically, the after school program, working in close collaboration with school leadership and faculty, will provide the following services aligned with OUSD strategic outcomes:

High School Graduation: the Lead Agency will work collaboratively with school leadership and faculty to monitor student progress and help ensure that students are on track for high school graduation. ECP will provide transition support for students transitioning from 5th to 6th grades; and from 8th to 9th grades. Project-based learning and skill-building enrichment for all program participants to keep them engaged in school and learning. Monthly parent education workshops will provide strategies for parent involvement in their child's education in addition to regular monitoring of academic performance of program participants by Site Coordinator and Academic Liaison; and the development of targeted academic support activities to support student skill-building. Homework Helpers After School Staff and Volunteers will be trained and supported by Academic Liaison and ASP Director in order to help all students in the ASP program. Classroom teachers will support, students who, based on the CST need more focused attention for one half hour 4 days per week. Weekly boys and girls mentoring groups focused on goal-setting, requirements for high school graduation, and overcoming obstacles to school success. Girls will be separated into 2 groups and will meet 4 hrs per week to work on self-esteem, self-awareness and financial literacy. Two to four adults will teach girls financial management skills while building computer competency. Alliance anticipates a 2% increase in monthly attendance and a 10% increase in parent participation. In the ASP it's projected that 79% of students overall and in each subgroup score proficient or above in math; 78.4% of students overall and in each subgroup score proficient or above in ELA; and 100% of EL students will advance 1 proficiency level per year on CELDT.

Increase School Day Attendance: the Lead Agency will work collaboratively with school leadership and faculty to monitor participating students' attendance on a weekly basis. Site Coordinator, Principal, Teachers, et al will attend regular COST meetings to develop a better understand of how to best support the child and discuss attendance issue. Quarterly parent education workshops where school day attendance data is reviewed and discussed will be held regularly to provide support to families who are struggling with community violence and, at times, keep students home to protect them. The Site Coordinator will work with the school day staff to review the school day attendance data for all after school participants. Parents will be contacted in the even their child is absence from school and the program regularly.

Job Skills/Career readiness: the Lead Agency will provide a Leadership Class to foster habits of career readiness, including public speaking, punctuality, teamwork, etc. There is ongoing dialogue about the importance of attending school. Youth Leaders will continue to work with students and school day staff to encourage and inspire students to attend school regularly. There will be an acknowledgement of student achievement. Throughout the year, students will be exposed to a variety of professions. Students will learn the importance of communication, planning, supervision, and conflict resolution. Students also learn about the democratic process. Girls will work with teachers who will help them develop self-awareness and self-esteem. They have also attended fieldtrips to explore careers where women are traditionally underrepresented. Guest speakers will continue to be utilized to educate and inspire the students.

Access to Health Services: the Lead agency's main priorities for the 11-12 school years are to strengthen the character building activities and wellness components of our program (nutrition and physical fitness). All grades will learn soil composition, food origins,

sustainable living/eating, planting cycles, science, math, nutrition, insect life cycles and fertilizations, appropriate use of garden tools, and basic garden upkeep. They will develop a sense of community, pride and appreciation for their work. Students will also develop a sense of community, pride and appreciation for their work through community service days, ASP activities, and the ASP curriculum and atmosphere. The site coordinator will participate in COST meetings at school site with other service providers, including health services. Ongoing, regular communication between Site Coordinator and school nurse regarding student health needs will help provide continuous wrap around services that extends into after school. Health Services are provided for students in need of additional MH support.

2011-2012 Elementary/Middle School After School Program Budget

AFTER SCHOOL BUDGET PLANNING SPREADSHEET

ELEMENTARY & MIDDLE SCHOOLS 09/8/2011

Site Name	Site #	Students to be served daily (ADA)	ASES	Program Fees (if applicable)	Other School Site Funds	Other Lead Agency Funds
Alliance Academy	224					
			Grantee	Lead Agency	Grantee	Lead Agency
TOTAL GRANT AWARD			\$150,000	\$57,500	\$0	\$0
CENTRAL COSTS: INDIRECT, ADMIN, EVAL, PD, CUSTODIAL, SUPPLIES						
		OUSD Indirect (4.25%)	\$6,115			
		OUSD ASPO admin, evaluation, and training/technical assistance costs	\$9,413			
		Custodial Staffing	\$4,935			
		Custodial Supplies	\$672			
TOTAL SITE ALLOCATION			\$128,864			
CERTIFICATED PERSONNEL						
1120		Academic Liaison REQUIRED	\$4,000			\$0
1120		Certificated Teacher Extended Contracts - 7 Teachers will be paid a rate of \$23.10/hr X 1 hr/day X 110 days = (\$2,547.60 each Teacher) = \$17,602	\$17,602			\$0
		Total certificated	\$21,602			\$0
CLASSIFIED PERSONNEL						
2205		Site Coordinator (salary, \$38,000 - (\$18,000 FROM ECP & \$18,000 from Alliance)	\$0			\$0
2220		SSO	\$7,400			\$0
		Program Manager at 5.5%		\$6,600		
		Personnel Off-Site (East Bay Director (\$2,647) and Admin Support (\$1,471))				\$4,118
		Volunteer Coordinator (2.9% FTE per site - \$764)				\$764
		Total classified	\$7,400	\$6,600		\$4,882
BENEFITS						
3000's		Employee Benefits for Additional Time (20%)	\$5,847			
3000's		Employee Benefits for Salaried Employees (40%)	\$7,133			
3000's		Lead Agency benefits (rate: 25 %)		\$1,850		
		Total benefits	\$12,980	\$1,850		\$0
BOOKS AND SUPPLIES						
4310		Supplies (OUSD only)	\$0	\$922		\$0
4310		Curriculum (OUSD only)	\$0			\$0
5829		Field Trips	\$0			\$0
4420		Equipment (OUSD only)	\$0			\$0
		Telephone/Internet Communications		\$1,200		
		Trainings (5 trainings per site @ \$100 = \$500)				\$500
		Telephone/Internet Communications/Tech Support				\$3,000
		Total books and supplies	\$0	\$2,122		\$3,500
CONTRACTED SERVICES						
5825		Girls Inc	\$0	\$7,000		
5825		Girls Scouts (Girls Go Tech 101)	\$0	\$0	\$5,000	
5825		Wrestling (Dominic Leon)		\$2,000		
5825		Soccer Coach (Anibal Abrego)		\$10,000		
5825		Library (Clarence Holmes) \$22k/site		\$2,904		\$7,975
5825		OPC Music Program @ \$62k/site		\$35,376	\$20,632	
5825		Tennis Coach \$5,000 @ \$2,500/site			\$2,500	
5825		Parent Liaison (Maria Sanchez) - \$22,400 + Fringe \$5,600 = \$28,000			\$4,234	

2011-2012 Elementary/Middle School After School Program Budget

5825	Sports Coach (Jorge Gonzalez) - \$33,600 @ 45%/ AA \$16,000 + Fringe \$4,000 = 20,000			\$20,000				
5825	Dustin Daggs (Boxing = \$4000 @ \$2,000/site)		\$0	\$2,000				
5825	MESA Instructors (2 @ \$1,200 each)			\$2,400				
	Enrichment TBD (\$12,283)					\$12,283		
5825	Enrichment TBD (\$1,038)			\$1,038				
	Total services		\$0	\$82,715		\$44,828	\$0	\$7,975
IN-KIND DIRECT SERVICES								
	Opera Piccola						\$0	\$500
	Girls, Inc						\$0	\$2,553
	1 Volunteer - \$13/hr X 15 hours each year = \$195)							\$195
	Total value of in-kind direct services						\$0	\$3,248
LEAD AGENCY ADMINISTRATIVE COSTS								
	Lead Agency admin (4% max of total contracted \$)			\$3,937		\$2,300		\$0
SUBTOTALS								
	Subtotals DIRECT SERVICE	85	\$45,144	\$82,715		\$55,200	\$0	\$7,975
	Subtotals Admin/indirect		\$18,204	\$3,937		\$2,300	\$0	\$0
TOTALS								
	Total budgeted per column		\$63,348	\$86,652		\$57,500	\$0	\$7,975
	Total BUDGETED	100	\$150,000	##	\$57,500	\$0	\$7,975	\$11,630
	BALANCE remaining to allocate		\$0		\$0			
	TOTAL GRANT AWARD ALLOCATION TO SITE		\$150,000		\$57,500			

25% MATCH REQUIREMENT	
25% requirement (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.	
	57,500
Total Match amount left to meet.	-20,000

Required Signatures for Budget Approval:

Principal:  Date 6/15/11

Lead Agency:  Date 6/15/11

OUSD After School Programs
Comprehensive After School Program Plan
Elementary & Middle Schools
2011 - 2012

SECTION 1: School Site Information

School Site: Alliance Academy Middle School

Date: March 23, 2011

Principal Signature:



Lead Agency Signature:



After School Coordinator Name: Rosaura M. Altamirano

SECTION 2: After School Program Vision and Goals

Please describe your school site's overall vision for the After School Program. Describe how the after school program fits into the school's larger mission, vision and goals.

Our vision is to provide a comprehensive after school program based on academic intervention and enrichment activities for every student at Alliance Academy. This connects with our larger vision as we look to develop the "whole student" and support each child emotionally, intellectually, and developmentally.

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

ACCELERATED ACADEMIC ACHIEVEMENT AND COLLEGE READINESS

- Δ **Target #1:** 79% of students overall and in each subgroup score proficient or above in math
- Δ **Target #2:** 78.4% of students overall and in each subgroup score proficient or above in ELA
- Δ **Target #3:** 100% of EL students will advance 1 proficiency level per year on CELDT

CULTURAL RESPONSIVENESS, EMOTIONAL SECURITY AND CLEAN, HEALTHY, SAFE LEARNING ENVIRONMENT

- Δ **Target #6:** 2% increase in monthly attendance
- Δ **Target #7:** 10% increase in parent participation

SECTION 3: Program Model and Lead Agency Selection

Refer to Appendix A for an overview of extended learning program models.

For 2011-2012, my site selects:

- Coordinated partnership
- Blended/Hybrid
- Extended School Day

Description and Rationale for selection of Lead Agency

Please provide a narrative description of the agency that is managing the program. Indicate why this agency is qualified to manage the site's program, highlighting specific strengths or weaknesses. (Note: If school is managing program, site is considered to be the Lead Agency.)

The BACR philosophy about after school programs extends far beyond keeping children safe. BACR believes in providing a nurturing and enjoyable environment where students can improve their academic and life skills. BACR believes in integrating the principles and practices of youth development into all activities. Just as important, BACR sees the school, students and parents as customers, and believe it is their responsibility to understand and meet their needs. This approach to after school programs is consistent with the BACR mission of serving youth and families, fostering volunteerism, and building community. As a large, diverse agency, BACR has the organizational capacity and infrastructure to maintain high quality while expanding services.

SECTION 4: 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 2011-2012:	180 days required*
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Projected Daily Attendance during School Year 2011-2012:	90
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Program Schedule

Submit program schedule as an attachment.

* CDE allows programs to close for a maximum of 3 of these days during the school year for professional development.

SECTION 5: 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)	SPSA goal(s) or school need supported by activity	Measurable Outcomes	Description of program	Instructional Strategies
1	All program participants	<input checked="" type="checkbox"/> Homework Support <input type="checkbox"/> Tutoring <input type="checkbox"/> Skill Building <input type="checkbox"/> Academic Intervntn <input type="checkbox"/> Other	Homework Helpers After School Staff and Volunteers will be trained and supported by Academic Liaison and ASP Dir,	20 students will participate in homework support.	In groups of no more than 20 students will be supported by 1 to 2 adults towards homework success 4days per wk. 1.5hrs	Using the school day curriculum and homework description Assistance as needed provided by tutor/staff
2	Students ID'd by CST	<input checked="" type="checkbox"/> Homework Support <input checked="" type="checkbox"/> Tutoring <input type="checkbox"/> Skill Building <input type="checkbox"/> Academic Intervntn <input type="checkbox"/> Other	Tutor Works/Mentors Tutor Assistants	90% of participating students will achieve to the next level toward grade level or above.	Small groups of no more than 6 students will be guided through subject based standards 1 hr 2/3 days per week	Tutors will work with the students to develop basic literacy and math skills
3	Students ID'd by ASP Dir.	<input type="checkbox"/> Homework Support <input type="checkbox"/> Tutoring <input checked="" type="checkbox"/> Skill Building <input type="checkbox"/> Academic Intervntn <input type="checkbox"/> Other	TechGirls	25- 7 ^m and 8 ^m grade girls will participate	2-4 adults will teach financial management skills while building computer competency	Girls will be separated into 2 groups and will meet 4 hrs per week and given faux dollars for participation and
4	Classroom Teacher	<input type="checkbox"/> Homework Support <input type="checkbox"/> Tutoring <input type="checkbox"/> Skill Building <input checked="" type="checkbox"/> Academic	Classroom Teachers Will	Students who are below grade level or need additional academic support	Classroom teachers will support one half hour 4 days per week, students who,	10-15 students per grade level will be assigned to a teacher trained in the

ID,d	Intervention <input type="checkbox"/> Other		receive the help needed.	based on the CST need more focused attention	Voyager method
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SECTION 6: 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 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	SPSA goal(s) or school need supported by activity	Brief Description	Targeted Skills	Measurable Outcome
Physical Activity/ Fitness	<input checked="" type="checkbox"/> Student Identified <input type="checkbox"/> School Identified <input type="checkbox"/> Parent Identified <input type="checkbox"/> Other (specify)	After School staff hired through BACR/ASP Funds	All grades will learn basic information around exercise and healthy living. Students will develop organized sports skills—team building, sportsmanship, working collectively, and the importance of proper nutrition to sustainable output. Sports/fitness includes intramural sports and conditioning.	<input checked="" type="checkbox"/> Conflict Resolution <input checked="" type="checkbox"/> Social Skills <input type="checkbox"/> Leadership <input type="checkbox"/> Academic (specify) <input checked="" type="checkbox"/> Health/Fitness <input type="checkbox"/> Other (specify)	Get students involved in a healthy lifestyle so they will in turn make healthy living choices Reduce childhood obesity and other health problems, such as asthma and diabetes
Gardening/ Nutrition* (*required for sites applying for OFCY gardening grants.)	<input checked="" type="checkbox"/> Student Identified <input type="checkbox"/> School Identified <input type="checkbox"/> Parent Identified <input type="checkbox"/> Other (specify)		All grades will learn soil composition, food origins, sustainable living/eating, planting cycles, science, math, nutrition, insect life cycles and fertilizations, appropriate use of garden tools, and basic garden upkeep. They will develop a sense of	<input type="checkbox"/> Conflict Resolution <input checked="" type="checkbox"/> Social Skills <input type="checkbox"/> Leadership <input type="checkbox"/> Academic (specify) <input checked="" type="checkbox"/> Health/Fitness <input type="checkbox"/> Other (specify)	Make healthy food choices Increase healthy food choices for the family.

community, pride and appreciation for their work.

SECTION 7: 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 increase their ability to support their student's learning and development.

Type of Activity	SPSA goal(s) or school need supported by activity	Brief Description	Measurable Outcome	Alignment with school day family engagement / family literacy efforts or resources
Family Math/Science/Reading Night	CULTURAL RESPONSIVENESS, EMOTIONAL SECURITY AND CLEAN, HEALTHY, SAFE LEARNING ENVIRONMENT	Family Night's engage the whole family in the learning process. They provide an opportunity for parents to support their children academically.	Parent participation rate increases by 10%	Since we are an extended day program our after school piece directly connect to our day program.
Student-Parent-Teacher Conferences	CULTURAL RESPONSIVENESS, EMOTIONAL SECURITY AND CLEAN, HEALTHY, SAFE LEARNING ENVIRONMENT	Conferences provide a great dialogue between teachers and parents. It gives teachers an opportunity to really learn their student strengths and weaknesses to better serve children. It also informs parents on their child's progress which allows them to offer academic support.	Student's ELA and Math results increase by 15%.	Since we are an extended day program our after school piece directly connect to our day program.
Back to School/ Open House	CULTURAL RESPONSIVENESS, EMOTIONAL SECURITY AND CLEAN, HEALTHY,	These events make students and families feel welcomed to our school. We use this opportunity for	Student's ELA and Math results increase by 15%.	Since we are an extended day program our after school piece directly connect to our day program.

	SAFE LEARNING ENVIRONMENT	students to showcase to their parents what they have done in school.		
Parent Training	CULTURAL RESPONSIVENESS, EMOTIONAL SECURITY AND CLEAN, HEALTHY, SAFE LEARNING ENVIRONMENT	Many times parents need support. Parent trainings can offer guidance for parents when dealing with the difficult middle school transition.	Parent participation rate increases by 10%	Since we are an extended day program our after school piece directly connect to our day program.

2011-12 After School Enrollment Policy for Alliance Academy Middle School

OUSD has established district-wide guidelines for Target Population and Enrollment in ASES and 21st Century After School Programs. Within these guidelines, each school will create a site-specific After School Enrollment Policy that will be made public to the school community through the following methods:

- Enrollment policy will be included in After School Enrollment Packet and program materials.
- Enrollment policy will be discussed at after school parent orientation/meetings.
- Enrollment policy will be shared with school faculty.

Target Population: (Describe targeted student populations in order of priority. Specify data that will inform student selection.)

Target Population(s)	Specific Data to Inform Selection of Program Participants	(High School Only) Indicate if participation is <i>Optional</i> or <i>Mandatory</i> for each target population
Students in need of academic support and Intervention	Applications, school data, parent information, previous family knowledge.	
Students from socio-economically disadvantaged families/backgrounds	Applications, school data, parent information, previous family knowledge.	
English Language Learners	Applications, school data, parent information, previous family knowledge.	
Students in need of being engaged	Applications, school data, parent information, previous family knowledge.	
Transitional Youth	Applications, school data, parent information, previous family knowledge.	
Students with Siblings in the program	Applications, school data, parent information, previous family knowledge.	

Notes:

- Successful after school programs are heterogeneous and include several target populations.
- Sites cannot 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.
- If space remains in the program after priority students fill slots, other students must be allowed access to the program.
- 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 2011. Indicate how families will be notified of enrollment prior to the start of the 2011-12 school year.)

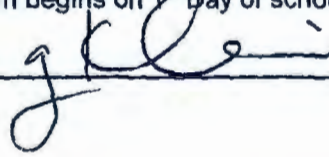
Timeline	After School Enrollment Steps/Process	Individual(s) responsible
April	Distribute Flyers to ASP parents, teachers, and	Site Coordinator

	post in school office	
	Outreach to parents, teachers, community re: open enrollment and target population	Site Coordinator
	Publicize in PTA Newsletter, School Newsletter, ASP Newsletter	Site Coordinator with: PTA, Principal
	Publicize at teacher mtgs, PDs, SSC Mtgs, COST Mtgs, etc.	Site Coordinator
	Host 1 st Parent Orientations & Distribute Applications	Site Coordinator
May	Host 2 nd Parent Orientations & Distribute Applications	Site Coordinator (s) & Program Assistant
	Review Applications and interview parents if needed	Site Coordinator
	Talk with Teachers/administrators/parents to gain additional demographic information to assess student needs	Site Coordinator with: Teachers, Principal, Parent, Academic Liaison, Counselor, Resource Specialist
May-June	Send Acceptance and Denial Letters for 2010-2011 year	Site Coordinator & Program Assistant

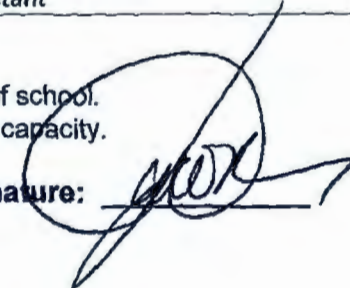
Important dates to include in your timeline:

- Families will be notified of 2011-12 after school enrollment on or before the last day of school.
- After school program begins on 1st Day of school, with enrollment at a minimum 75% capacity.

Principal Signature: _____



Lead Agency Signature: _____



2011-12 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) Revised Academic Liaison Role Description.

Principal initials	Lead Agency initials	2011 - 12 Assurances for Grant Compliance and After School Alignment with School Day
GK	(P)	Site Administrator and Lead Agency Director/Site Coordinator have reviewed the CA Dept of Education's ASES and/or 21 st Century Grant Assurances, and understand mandated grant compliance elements.
GK	(P)	Site Administrator and Lead Agency Director have reviewed the Lead Agency After School MOU together, and agree to the requirements outlined in the MOU for the lead agency partner.
GK	(P)	Site Administrator will meet regularly with Site Coordinator to ensure program is meeting identified goals.
GK	(P)	Site will share student outcome data to better refine program (EduSoft, Report Cards, IEP's, etc).
GK	(P)	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 revised role description.
GK	(P)	Site will invite Site Coordinator and appropriate after school staff to participate in school day meetings and professional development opportunities, in order to ensure consistency in standards of teaching and learning and positive school climate.
GK	(P)	Site will invite Site Coordinator to participate on SSC, COST, and SST to ensure coordination of services.
GK	(P)	Site will coordinate the use of facilities and site level resources.
GK	(P)	Site will provide Site Coordinator with office space that includes access to internet and phone.

Principal Signature: _____

g. Klein

Lead Agency Signature: _____

[Signature]

After School Safety and Emergency Planning for 2011-12

After School Safety and Emergency Planning

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

Yes No

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

B) Describe the training that site will provide after school staff on safety procedures, including lockdown procedures and communication protocols for crisis response. The After School Staff will be involved in two practice emergency drills to familiarize them with the school's overall crisis response and given the emergency protocol.

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:

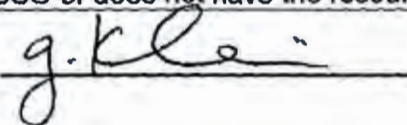
SSO Staffing: (check one)

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

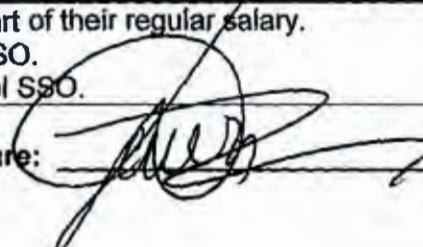
Site will pay Extended time/Over time (ET/OT) to accommodate an after school SSO.

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

Principal Signature:



Lead Agency Signature:





Bay Area Community Resources After School Programs

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

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

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

OUR VALUES

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

PROGRAM MODEL

Academic Assistance

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

Enrichment

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

Recreation

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

Showcases

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

EVIDENCE OF OUTCOMES

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

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

Recent Oakland elementary school surveys showed positive outcomes:

Students

Program Runs Effectively

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

Benefits from Participating

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

Parents

Program Runs Effectively

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

Benefits from Child Participating

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

ADVANTAGES FOR PARTNER SCHOOLS

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

BACR AS A FISCAL SPONSOR

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

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

CONTACT US

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

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

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

Visit our website: www.bacr.org



OAKLAND UNIFIED SCHOOL DISTRICT

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File #: 11-1235 **Version:** 1 **Name:** Master Memorandum of Understanding - Bay Area Community Resources - 2011-2012 School Year
Type: Agreement or Contract **Status:** Passed
File created: 6/13/2011 **In control:** [Teaching and Learning Committee](#)
On agenda: **Final action:** 6/22/2011
Enactment date: 6/22/2011 **Enactment #:** 11-1137

Title: Approval by the Board of Education of a Master Memorandum of Understanding (MOU) between District and Bay Area Community Resources, San Rafael, CA, for the latter to provide Arts, Recreation, Leadership and Family Literary activities in its capacity as a Comprehensive After School Program Lead Agency at school sites to be determined, for the period July 1, 2011 through June 30, 2012, in an amount not to exceed \$2,988,618.00, pursuant to the terms and conditions as specified in the MOU.

Attachments: [Document\(s\)](#)
Contact: Joel.Ross@ousd.k12.ca.us
Vendor number: i001628
Coherent gov. no.: OE-11

Funding source:
Resource code:

[History \(2\)](#)
[Text](#)

2 records		Group	Export				
Date	Ver.	Action By	Action	Result	Action Details	Meeting Details	Video
6/22/2011	1	Board of Education	Adopted	Pass	Action details	Meeting details	Not available
6/13/2011	1	Teaching and Learning Committee			Not available	Meeting details	Not available



CERTIFICATE OF LIABILITY INSURANCE

OP ID# 88
BAYAR-3DATE ISSUED (YYYY)
07/01/10

PRODUCER Varallone Pacific Insurance Services, LLC 0784441 859 Diablo Avenue Novato CA 94947 Phone: 415-493-2500 Fax: 415-493-2505		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Bay Area Community Resources Cate Campbell 171 Carlos Drive San Rafael CA 94903-2005		INSURERS AFFORDING COVERAGE	NAIC # 32760
		INSURER A: <small>Statewide Indemnity Co</small>	
		INSURER B: <small>State Compensation Ins Fund</small>	
		INSURER C:	
		INSURER D:	
		INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. HOWEVER, REGARDING 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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

LINE LTR	ADDITIONAL CODE	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Abuse Sublim: \$1 GEN. AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	PHPK591549	07/01/10	07/01/11	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (As extension) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> MIXED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	PHPK591549	07/01/10	07/01/11	COMBINED SINGLE LIMIT (As written) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO-ONLY - SA ACCIDENT \$ OTHER THAN AUTO-ONLY SA ACC AGG \$
A		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				
A		EXCESS / UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OBJECTIVE <input checked="" type="checkbox"/> RETENTION \$10000	PH02313321	07/01/10	07/01/11	EACH OCCURRENCE \$5,000,000 AGGREGATE \$ \$ \$
B		WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETORS/PARTNERS/EXECUTIVE OFFICERS/MEMBERS EXCLUDED? (Mandatory in HI) If yes, describe under SPECIAL PROVISIONS below OTHER:	469000316006	07/01/10	07/01/11	<input checked="" type="checkbox"/> NO STATE-TY LIMITS <input type="checkbox"/> OTHER E1. EACH ACCIDENT \$1,000,000 E2. DISEASE - SA EMPLOYEE \$ 1,000,000 E3. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 *10 day notice of cancellation for non payment of premium to insured

CERTIFICATE HOLDER

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL endeavor TO MAIL **30*** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2009/01)

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IMPORTANT

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

This Certificate of insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

POLICY NUMBER: * PHPK591549

COMMERCIAL GENERAL LIABILITY

Bay Area Community Resources

EFFECTIVE: * July 1, 2010 - 2011

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED — CONTROLLING INTEREST

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization

**City of Oakland,
Its Councilmembers, Directors, Officers, Agents and Employees**

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

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

Board Office Use: Legislative File Info.	
File ID Number	11-1235
Introduction Date	6/15/11
Enactment Number	11-1137
Enactment Date	6-22-11/22



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

OAKLAND UNIFIED SCHOOL DISTRICT
Office of the Board of Education
June 8, 2011

TO: Board of Education

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

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

ACTION REQUESTED

Approval by the Board of Education of a Master Memorandum of Understanding between District and Bay Area Community Resources. This establishes a one year relationship with Bay Area Community Resources, and a Not-To-Exceed amount of \$2,988,618.00. This amount is projected using historical cost data, known changes to the number of sites served and expected available grant funding allowable.

BACKGROUND

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

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



DISCUSSION

Vendor: Bay Area Community Resources

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

Not-To-Exceed Amount: \$2,988,618.00

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

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

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

FISCAL IMPACT

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



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

RECOMMENDATION

Approval by the Board of Education of a Master Memorandum of Understanding between District and Bay Area Community Resources in an amount Not-To-Exceed \$2,988,618.00.

ATTACHMENTS

Master MOU

Scope of Work, to include alignment to the OUSD Five (5) Year Strategic Plan

Board/Office Use: Legislative File Info:	
File ID Number	11-1236
Introduction Date	6/18/11
Enactment Number	11-1137
Enactment Date	6-22-11 [Signature]



**OAKLAND UNIFIED
SCHOOL DISTRICT**

Community Schools, Thriving Students

**MEMORANDUM OF UNDERSTANDING
BETWEEN
OAKLAND UNIFIED SCHOOL DISTRICT and
Bay Area Community Resources
2011-2012**

1. INTENT

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

Cumulative Amount of ISA(s) NOT TO EXCEED \$ 2,988,618.00

- 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, 2011 to June 30, 2012 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 2011-12 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	510-879-8374

- 3.2 Notices to CONTRACTOR shall be addressed as indicated:

Name	Martin Weinstein
Title	CEO
Agency	Bay Area Community Resources
Address	171 Carlos Drive
City, State, Zip	San Rafael, CA
Phone	(415) 755-2321

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 2011-2012.
- 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 **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.
- 5.2 **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.
- 5.3 **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.
- 5.4 **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.
- 5.5 **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.
- 5.6 **Maintain five sets of essential collaborative relationships** to ensure partnerships towards effective program implementation:
- a) Administration, faculty, and staff of OUSD
 - b) OUSD central administration departments
 - c) Parents/Guardians
 - d) Youth
 - e) Community organizations and public agencies
6. **SCOPE OF WORK**
- 6.1 The attached Menu of Service outlines the specific scope of work, and is described in full and incorporated into this Master MOU. Services are ordered specifically by site as detailed in the Individual Service Agreement. Only the services detailed in the menu may be ordered by an OUSD site.

7. INVOICING.

7.1 **Updated listing of employees and their respective ATI number.** CONTRACTOR agrees as a condition of payment for services provided, CONTRACTOR will provide a complete updated listing with monthly invoices of all employees, subcontracted agencies, and volunteers, and their respective ATI number as registered with the Dept of Justice/FBI, at the site for which CONTRACTOR is providing services and invoicing OUSD.

7.2 **Submission of Invoices to OUSD.** CONTRACTOR must submit invoices to OUSD in a format acceptable to OUSD and on a timely and regular basis for services rendered. Invoices must contain the following information: a) the name of the project or school site; b) a daily list of tasks/services performed; c) the hours (or portion of an hour) worked for each task described; and d) and an itemization of any reimbursable expenses, including receipts. All invoices shall be accompanied by the following verification statement signed by the CONTRACTOR:

I personally reviewed this invoice dated _____.

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

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

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

8. INDEMNIFICATION

8.1 CONTRACTOR shall indemnify, hold harmless and defend the Oakland Unified School District, its Governing Board, State Trustee, Superintendent and each of its officers, officials, employees, volunteers and agents (hereinafter in this Section 8 collectively referred to as "the District") from any loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by the District, CONTRACTOR or any other person and from any claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of performance of this agreement.

8.2 CONTRACTOR obligations under the preceding shall apply jointly and severally regardless of whether the District or any of its officers, officials, employees, volunteers or agents are actively or passively negligent, but shall not apply to any loss of liability, fines, penalties, forfeitures, costs or damages caused solely by the active negligence or by the willful misconduct of the District.

8.3 If CONTRACTOR should subcontract all or any portion of the work or activities to be performed under this agreement, CONTRACTOR shall require each subcontractor to indemnify, hold harmless and defend the District, its officers, officials, employees, volunteers or agents in accordance with the terms of the preceding paragraph.

9. INSURANCE

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

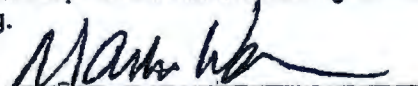
- a) **COMMERCIAL GENERAL LIABILITY** insurance which shall include contractual, products and completed operations, corporal punishment and sexual misconduct and harassment coverage, and bodily injury and property damage liability insurance with combined single limits of not less than \$1,000,000 per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

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

ADDITIONAL ADDENDUM(S) ATTACHED
 (If this box is checked, additional terms and conditions apply.)


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

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




 CONTRACTOR

Date: 5/10/11



 President, Board of Education
 Oakland Unified School District

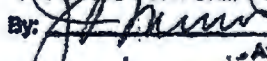
Date: 6/23/11



 Secretary, Board of Education
 Oakland Unified School District

Date: 6/23/11

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

By: 

 Attorney at Law

File ID Number: 11-1235
 Introduction Date: 6-13-11
 Enactment Number: 11-1137
 Enactment Date: 6-22-11
 Rev: 13