Board Office Use: Le	gislative File Info.	
File ID Number	12-2260	
Introduction Date	8-22-12	
Enactment Number	12-2213	
Enactment Date	8/22/2	

Memo



Community Schools, Thriving Students

То	Board of Education
From	Tony Smith, Ph.D., Superintendent By: Maria Santos, Deputy Superintendent, Instruction, Leadership & Equity-in-Action Maria Santes Vernon Hal, Deputy Superintendent, Business & Operations
Board Meeting Date (To be completed by Procurement)	8/22/12
Subject	Individual Service Agreement - Master Memorandum of Understanding - Aspiranet (contractor) - 165/Acorn Woodland Elementary School (site)
Action Requested	Approval of the Individual Service Agreement to the Master Memorandum of Understanding between District and Aspiranet, for services to be provided primarily to 165/Acorn Woodland Elementary School.
<b>Background</b> A one paragraph explanation of why the consultant's services are needed.	The attached Individual Service Agreement is the contracting of services at the negotiated price, stated in the referenced Master MOU, approved by the Board of Education on June 27, 2012, Enactment Number 12-1653.
Discussion One paragraph summary of the scope of work.	Approval by the Board of Education of an Individual Service Agreement to the Master Memorandum of Understanding (MMOU) between the District and Aspiranet, South San Francisco, CA, for the latter to provide its Menu Options A, C, F, and G for Arts, Recreation, Leadership and Family Literary activities in its capacity as a Comprehensive After School Program Lead Agency at Acorn Woodland Elementary School for the period of July 1, 2012 through August 30, 2013, in an amount not to exceed \$162,746.00, pursuant to the terms and conditions as specified in the MMOU.
Recommendation	Approval by the Board of Education of an Individual Service Agreement to the Master Memorandum of Understanding between the District and Aspiranet for the latter to provide Arts, Recreation, Leadership and Family Literary activities in its capacity as a Comprehensive After School Program Lead Agency at Acorn Woodland Elementary School for the period July 1, 2012 through August 30, 2013.
Fiscal Impact	Funding Resource: <u>6010/After School Education and Safety (ASES) Grant</u> in the amount of \$87,528.00 and <u>4124/21<sup>st</sup> Century Community Learning Center</u> in the amount \$75,218.00, for a total amount not to exceed <u>\$162,746.00</u> .
Attachments	<ul> <li>Individual Service Agreement</li> <li>Menu of Service</li> <li>Certificate of Insurance</li> <li>Copy of Master Memorandum of Understanding</li> </ul>

gislative File Info.	
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Community Schools, Thriving Students

INDIVIDUAL SERVICE AGREEMENT (ISA) 2012-2013

	ORMATION					_	
ENDOR NAME	Aspiranet	-0055				1.00	1652
ENDOR #		56255		ENA	CTMENT #	12.	-1653
SITE / DEPT NAME	Acorn Woodland Ele	Acorn Woodland Elementary					165
OUSD STAFF CONTAC	T - EMAILS ABOUT THIS CONTRA	ACT SHOULD BE S	SENT TO:	claudia	a.robles@ou	sd.k12	.ca.us
ORDER MENU OF S	ERVICES (EXHIBIT A O	F MASTER M	IOU) – S	SELEC	DESIRED	SERVI	CE
	OF SERVICE (SEE EXHIBIT ULL DESCRIPTION OF SCOPE OF SES)	GRADE LEVEL(S) SERVED	RATE UNIT		DESIRED UNITS	(DE	MOUNT ESIRED UNITS TIMES TE PER UNIT)
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REQUISITION NUMBE		START DAT	TE 7/1/1	2	END	DATE	8/30/13
RESOURCE #	RESOURCE NAME		ORG				AMOUNT
4124	21st CCLC-CORE		165185			\$4882	
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8/22/12



**Community Schools, Thriving Students** 

INDIVIDUAL SERVICE AGREEMENT (ISA) 2012-2013 MASTER MOU INFORMATION Aspiranet VENDOR NAME V056255 12-1653 **VENDOR**# **ENACTMENT #** Acorn Woodland Elementary 165 SITE / DEPT NAME SITE # claudia.robles@ousd.k12.ca.us OUSD STAFF CONTACT - EMAILS ABOUT THIS CONTRACT SHOULD BE SENT TO: ORDER MENU OF SERVICES (EXHIBIT A OF MASTER MOU) - SELECT DESIRED SERVICE GRADE RATE PER DESIRED SERVICE AND UNIT OF SERVICE (SEE EXHIBIT AMOUNT (DESIRED UNITS TIMES A OF MASTER MOU FOR A FULL DESCRIPTION OF SCOPE OF LEVEL(S) UNIT UNITS RATE PER UNIT) WORK AND MENU OF SERVICES) SERVED \$93634 \$87528 Lead Agency Option A .93 K-5 \$ \$ \$ \$ \$87528 TOTAL AMOUNT IF FEE DOES NOT EQUAL RATE PER UNIT MULTIPLED BY DESIRED UNITS, EXPLAIN REASON FOR ALTERED RATE: 1d. School opting to fund School Safety Officer, reducing above costs to provide safe and secure after school environment. 1g. School opting to fund Academic Liaison, reducing above costs for academic programming and alignment with school day. **BUDGET INFORMATION** 8/30/13 START DATE 7/1/12 END DATE **REQUISITION NUMBER** R0302499 **RESOURCE NAME** AMOUNT **RESOURCE #** ORG KEY \$87528 6010 ASES 1651553401 \$ \$ 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. NAME Vernon Brown TITLE Cheif Executive Office VENDOR DATE SIGNATURE OUSD SITE Site Administrator Leroy Gaines NAME TITLE **ADMINISTRATOR** 4 DATE 6/25/12 SIGNATURE APPROVAL IF USING FUNDS REVIEWED BY STATE AND FEDERAL PROGRAMS OR Quality Community School Development SPSA MODIFICATION DOCUMENTATION ATTACHED SPSA ACTION ITEM NUMBER: OR. RESOURCE MANAGER, if using funds managed by: State and Federal Duality Community School Development After School Programs 9-12 DATE SIGNATURE DATE SIGNATURE NETWORK OR DEPARTMENT EXECUTIVE OFFICER DATE SIGNATURE THE BOARD OF EDUCATION PRESIDENT AND THE SECRETARY DATE 81 SIGNATURE DATE SIGNATURE

## ACORD CERTIFICATE OF LIABILITY INSURANCE

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

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Such e	-	rsement(s).								CONTACT				
		n Insurance	Broke	rs						NAME:				
1350 Carlback Avenue						PHONE 925-934-8500 FAX 925-934-8278								
		Creek, CA 9								(A/C,No,Ext): EMAIL			(A/C,No): 32.	
		ise #056424								ADDRESS:				
CAL	JICCI.	150 #05042	+7							INSURERS	AFFORDING	COVI	ERAGE	NAIC #
INSU	RED		-							INSURER A:	Wausau Under			26042
Aspir	anet									INSURER B:	Lexington Ins.	Co.		19437
400 C	)yste	er Point Blv	d., Sui	te 50	1					INSURER C:	Granite State Ins. Co.		23809	
South	San	Francisco,	CA 94	4080						INSURER D:				
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	-	tro Date: 12/16											ible - Each Wrongful Act	\$ 25,000
Re: As	s on f									edule, if more space olunteers or Ager		additior	al Insured on Gener	al Liability as per
CERT	IFIC	ATE HOLDE	R						CANCELL	ATION				
		Oakland U 1025 2nd		Schoo	ol District				EXPIRATIO POLICY PR	ON DATE THERE	OF, NOTICE WIL		ES BE CANCELLED ELIVERED IN ACCO	BEFORE THE RDANCE WITH THE
Oakland, CA 94606				m	IORIZED REPRESENTATIVE									

ACORD 25 (2010/05)

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## **DESCRIPTION OF OPERATIONS CONTINUED:**

INSURED'S NAME: Aspiranet

CERT HOLDER NAME: Oakland Unified School District

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

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

\$2,000,000 For each abuse of molestation incident \$2,000,000 Aggregate Limit of insurance for all abuse or molestation incidents Insured Name: Aspiranet Policy Number: 41LX0089961326 Effective Dates: 12/16/11-12/16/12

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

#### COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### SCHEDULE

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

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

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

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

A. In the performance of your ongoing operations; or

B. In connection with your premises owned by or rented to you.

funded by After School Education and Safe	JSD After School Programs ety (ASES) and 21 <sup>st</sup> Century Community Learning Center (21 <sup>st</sup> CCLC) Grants
	en <sup>st</sup> CCLC After School Program Plan ementary & Middle Schools 2012 - 2013
SECTION 1: School Site Information	
School Site: Acorn Woodland Elementary	Date: May 10th 2012
Principal Signature:	Lead Agency Signature:
After School Site Coordinator Name (if known	at this time): Vincente Esquivel
SERVICEN IN Alter Exceeds Antonin and William	
Balanced Literacy and Literacy Across the	
* Science, Technology, Engineering, and M Transitions and Pathways Pre-K to 12	
<ul> <li>* Science, Technology, Engineering, and N</li> <li>Transitions and Pathways Pre-K to 12</li> <li>College, Career and Workforce</li> </ul>	Iathematics (STEM)
<ul> <li>* Science, Technology, Engineering, and N</li> <li>Transitions and Pathways Pre-K to 12</li> <li>College, Career and Workforce</li> <li>Accelerating Students through Targeted A</li> <li>* Extended Learning Time</li> </ul>	athematics (STEM)
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<ul> <li>* Science, Technology, Engineering, and N</li> <li>Transitions and Pathways Pre-K to 12</li> <li>College, Career and Workforce</li> <li>Accelerating Students through Targeted A</li> <li>* Extended Learning Time</li> <li>* School Culture (including Meaningful Stude</li> <li>* Health and Wellness</li> </ul>	Iathematics (STEM) opproaches ent Engagement)

ASES and 21st CCLC After School Programs 2012-2013

1

<ul> <li>day school and after</li> <li>To accommodate the encouraging them to To support Academic opportunities so that students' desire to a stud</li></ul>	r school does not readily affect e needs of students and parer o take advantage of ELP activit ic instruction during regular sci t students may get a full spect ttend school more.	nts by giving them class and so ties and curriculum. hool hours as well as provide a rum of positive educational exp	hedule choices additional enrichment
Complete the matrix for at least to Strategic Questions/Desired Outcomes As a result of our ASP efforts	We of the following four OUSD Strategic Activities: What after school strategic activities will support the desired outcomes?	Strategic questions.         Outcomes of Strategic         Activities:         What short-term outcomes         will you expect from your         efforts by the end of the         school year?	Data used to assess the strategic activities: What data will be collected to measure these outcomes?
<b>High School Graduation:</b> How many more Oakland children are graduating from high school?			
Satisfactory School Day Attendance: How many more Oakland children are attending school 95% or more?	Identify at risk students and intervene early, call parents and add incentives for student.	Reduce chronic absence to 5% or less	City Span Data.
Job Skills/Career readiness: How many more students have meaningful internships and/or paying jobs?			

Health and Well-being: How many more Oakland children have access to, and use, the health services they need?	Students receive a healthy snack and participate daily in organized recreation activities. Students also participate in sports, dance and nutrition classes.	Students learn the importance of a healthy lifestyle and how to implement it in their daily activities.	City Span Data.
SECTION 4: Program Model an			

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

Traditional After School: voluntary program open to all students, with enrollment priorities targeting certain students
 Extended School Day: additional class periods added to the bell schedule during after school hours for students of a particular grade and/or all students of the school

■ Blended/Hybrid: combination of some extended day and some traditional after school programming

**Description and Rationale for Selection of Lead Agency** 

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

Acorn Woodland's Lead Agency, Aspiranet, has been working with Acorn Woodland Elementary for the past five years toward a Full Service Community School. Aspiranet will continue to work with Acorn Woodland in an effort to accomplish this goal by continuing to strengthen and reinforce school culture, standards, and expectations of the AWE community during after school hours. Aspiranet will also continue to accommodate the needs of students and parents by giving them class and schedule choices encouraging them to take advantage of ELP activities and curriculum. ELP will continue to support Academic instruction during regular school hours as well as providing additional enrichment opportunities so that students may get a full spectrum of positive educational experiences, resulting in the students' desire to attend school.

## SECTION 5: ATTENDANCE, PROGRAM DATES, AND PROGRAM SCHEDULE

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

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

Required # of Program Days your program will operate during School Year 2012-2013:	180 days required*
Projected Daily Attendance during School Year 2012-2013:	125 Students per day

3

Program Schedule	
Submit program schedule as an attachment, using the stan <u>dar</u> d program sche	dule template.

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

## **SECTION 6: Academics**

Your site should plan to offer a range of academic supports including: 1) Targeted Interventions 2) Skill-Building 3) Homework Support 4) Tutoring Other possible supports may include computer lab, library exploration, project-based learning, coordination with SES tutoring.

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

	Target Popula- tion	Academic Support (choose one)	CSSSP goal(s) or school need supported by activity	Measurable Outcomes	Description of program/activity	Instructional Strategies		
1	1 <sup>st</sup> – 5 <sup>th</sup> Grade Students	<ul> <li>Homework Support</li> <li>Tutoring</li> <li>Skill Building</li> <li>Academic Intervntn</li> <li>Other</li> </ul>	Providing opportunities for students to increase their skills and knowledge of science curriculum, Increasing school wide science CST proficiency by at least 10%	75% of all students will participate in after school gardening class	Gardening	Direct instruction, targeted skills and standard instruction		
2	3 <sup>rd</sup> – 4 <sup>th</sup> Grade Students, Below Basic and Basic Students According to 2010- 2011 CST results	<ul> <li>Homework Support</li> <li>Tutoring</li> <li>Skill Building</li> <li>Academic Intervntn</li> <li>Other</li> </ul>	Decreasing the number of students at below and far below basic; moving students from basic into proficiency	Increasing student proficiency level by at least one level as indicated by the ALS benchmark	English Language Arts Intervention	Small group instruction, targeted phonics differentiation, computer based adaptive intervention programs		
3	5 <sup>th</sup> Grade Students	<ul> <li>Homework Support</li> <li>Tutoring</li> <li>Skill Building</li> <li>Academic Intervntn</li> <li>Other</li> </ul>	Increasing school wide science CST proficiency by at least 10%	80% participation in after school science intervention, 100% attendance rate, 80% of students will reach science CST	Science	Direct Instruction, tes preparation, targeted skills and standards instruction		

		- 1		proficiency		and a state of the	
4 3 <sup>rd</sup> and Grade		fr ir anyntn	Provide opportuni for students to ncrease their skil and confidence in use of technology	and attendance and 5 <sup>th</sup> grade fer after school stud	by 4 <sup>th</sup> nale ents,	_S	Project based learning, small group mentorship
Grade			All students will re and write at a minimum of grade evel-proficiency	proficiency level	by at Reader s	elerated	Independent Reading, Group Read-Aloud, ongoing computer based reading assessment
activities sh activities sh	activities and physical a rould provide students w rould intentionally and c ort school goals for heal	vith the op reatively b	oportunity to app build skills that s	support students' suc	cess in school an	d in life. E	Inrichment activities
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			diverse learning opportunities.		
Soccer	<ul> <li>Student Identified</li> <li>School Identified</li> <li>Parent Identified</li> <li>Other (specify)</li> </ul>	Provide opportunities for students to participate in healthy physical activity	Students work on specific soccer skills, play soccer games, work on team skills, working out disagreements and staying healthy	<ul> <li>Conflict Resolution</li> <li>Social Skills</li> <li>Leadership</li> <li>Academic (specify)</li> <li>Health/Fitness</li> <li>Sportsmanship</li> </ul>	At least 20 organized games each session (3-4 months), 50% student participation
Drumming	<ul> <li>Student Identified</li> <li>School Identified</li> <li>Parent Identified</li> <li>Other (specify)</li> </ul>	Students will learn to respect one another and work together across cultures	Students will work together to learn African Drumming beats and perform	<ul> <li>Conflict Resolution</li> <li>Social Skills</li> <li>Leadership</li> <li>Academic (specify)</li> <li>Health/Fitness</li> <li>Other (specify)</li> </ul>	3 performances each school year, 50% student participation
Leadership	<ul> <li>Student Identified</li> <li>School Identified</li> <li>Parent Identified</li> <li>Other (specify)</li> </ul>	Students will identify a strength/interest, provide opportunity for students to become leaders in our school community	Students will meet weekly to organize school wide events and plan for weekly school wide assemblies	<ul> <li>Conflict Resolution</li> <li>Social Skills</li> <li>Leadership</li> <li>Academic (specify)</li> <li>Health/Fitness</li> <li>Other (specify)</li> </ul>	Weekly Assemblies, student events, ongoing communication with lead teachers

## SECTION 8: FAMILY ENGAGEMENT / FAMILY LITERACY

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

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

Type of Activity	CSSSP goal(s) or school need supported by activity	Brief Description	Measurable Outcome	Alignment with school day family engagement / family literacy efforts or resources
ELP Showcase	Parent involvement	3 showcases a school year, where students perform and display their afterschool activities	Provides opportunities for families to see and understand what their student is	

	Sec. Sec. Sec. Sec. Sec. Sec. Sec. Sec.		learning	
Class Choices	Shares decision making	Student change their classes three times a school year. Student and families get to choose and request certain classes	More engaged students and families	
Field Trips	Parent involvement	Parent chaperone trips	More engaged students and families	

### **SECTION 9: Chronic Absence Action Plan**

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

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

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

Strategies to Support Attendance	Action Steps						
a) Recruit and address the needs of students who are at risk of chronic absenteeism.	Target these student for enrollment in afterschool and enforce current attendance policy						
b) Inform parents about the importance of attendance and encourage parents to help each other get their students to class.	Mandatory orientation						
c) Track students with poor program attendance and reach out to find out why and how attendance could be	Call parents and send letters home						

improved.						
<ul> <li>d) Celebrate good attendance and/or offer meaningful incentives to attract and reward students for attending our program.</li> </ul>	Awards student and give prizes to students who have high attendance					
SECTION 10: Coordination with Other Service Provider In the Full Service Community School model, the school be providers come together, work together, and coordinate the						
The after school Site Coordinator or Director will actively participate in which of the following school group(s), in order to increase alignment between after school and school day efforts?	<ul> <li>COST team (Coordination of Services Team)</li> <li>SST (Student Study Team)</li> <li>SSC (School Site Council)</li> <li>ELT (Educational Leadership Team)</li> <li>PTA</li> <li>Attendance Team/Workgroup</li> <li>CSSSP (Community School Strategic Site Planning) team</li> <li>School Culture/Climate Committee</li> <li>Other (specify) Dean of Students</li> </ul>					
List key community partners whom you will actively collaborate with to accomplish the goals of your program.	Play works, Tech Gyrls, Girls Club, Sage Mentors, and 81 <sup>st</sup> Public Library					
Identify other service providers and support personnel at your school (ie. school psychologist, School Based Health Center staff, counselor, mental health therapist, school nurse, parent liaison, etc.) whom you will actively collaborate with to accomplish the goals of your program.	School Counselors, Resource Specialist					

### 2012-13 After School Enrollment Policy for \_\_\_\_\_ School

OUSD has established district-wide guidelines for Target Population and Enrollment in ASES and 21<sup>st</sup> 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.)

Students at risk of chronic absenteeism (attendance between 90% - 95% attendance).	Attendance data	
Students in need of academic support and intervention to improve or sustain academic performance.	CST, Benchmark, CELDT, CAHSEE performance Teacher or counselor referral/recommendation	
Students with siblings already enrolled in after school program based on above priorities.	Attendance data	

#### Grade levels prioritized for programming: 1-5

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

#### Additional Notes:

• Successful after school programs are heterogeneous and include several target populations.

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

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

June 1 <sup>st</sup> 2012	Re-enrolment forms are distributed to priority students	Site Coordinator
August 10 <sup>th</sup> 2012	Information and date, for mandatory orientations are sent home	Site Coordinator and Acorn Woodland Administrator
August 20 <sup>th</sup> , and 22 <sup>nd</sup> September 3rd	Mandatory orientation	
December 3 <sup>rd</sup>	Mandatory orientation	Site Coordinator

#### Important dates to include in your timeline:

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

Lead Agency Signature: **Principal Signature:** 

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

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

Principal initials	Lead Agency initials	2012 – 13 Assurances for Grant Compliance and After School Alignment with School Day
fth	T.B	Site Administrator and Lead Agency Director/Site Coordinator have reviewed the CA Dept of Education's ASES and/or 21 <sup>st</sup> Century Grant Assurances, and understand mandated grant compliance elements.
log	DB	Site Administrator and Lead Agency Director have reviewed the Lead Agency After School MOU together, and agree to the requirements outlined in the MOU for the lead agency partner.
lok	1B	Site Administrator will meet regularly with Site Coordinator to ensure program is meeting identified goals.
Rox	₽₿	Site will share student outcome data to better refine program (Attendance data, EduSoft, Report Cards, IEP's, etc).
Sit	DB	Site Administrator and lead agency rep/site coordinator have reviewed the Academic Liaison role description. Site will identify a certificated, qualified individual to serve as the program's Academic Liaison and to fulfill all responsibilities outlined in the role description.
Del	DB	Site will invite Site Coordinator and appropriate after school staff to participate in school day meetings and professional development opportunities, in order to ensure consistency in standards of teaching and learning and positive school climate.
file	Þß	Site will invite Site Coordinator to participate on SSC, COST, SST, and CSSSP team to ensure coordination of services.
D	DB	Site will coordinate the use of facilities and site level resources in support of program goals.
Xw	DB	Site will provide Site Coordinator with office space that includes access to internet and phone.
Principal Sign	ature:	Lead Agency Signature:

After School Safety and Emergency Planning for 2012-13
Atta Santa Seten and Essentiate Plantice 14 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1
<ul> <li>A) Will the site have an Emergency Plan that incorporates the After School Program?</li> <li>■ Yes □ No</li> </ul>
f 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. Afterschool ELP staff, will be trained by the principal and afterschool site coordinator, on all protocols. Afterschool staff will also conduct drills monthly.
C) Principal and Site Coordinator have reviewed the OUSD After School Emergency/Crisis 1st Level Response Notification Protocol. ■ Yes □ No
Facility Keys
Vill the After School Program have access to facility keys for all areas where after school programming occurs? ■ Yes □ No
f no, indicate how the school campus will be secured if crisis should occur during after school hours and if lockdown is necessary:
<ul> <li>Site has a school day SSO who can accommodate after school related work as part of their regular salary.</li> <li>Site will pay Extended time/Over time (ET/OT) to accommodate an after school SSO.</li> <li>Site does not need an SSO or does not have the resources to have an after school SSO.</li> </ul>
Principal Signature: Lead Agency Signature:
ASES and 21st CCLC After School Programs 2012-2013

2012-2013 Elementary/Middle School After School Program Budget

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#### 2012-2013 Elementary/Middle School After School Program Budget

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ASES MATCH REQUIREMENT: ASES requires a 3:1 match for every grant award dollar awarded.	
Total Match amount required for this grant:	37,500
Facilities count toward 25% of this match requirement:	9,375
Remaining match amount required:	28,125
Match should be met by combined OFCY funds, other site funds. private dollars, and in-kind resources. This total equals:	75,519
Total Match amount left to meet:	-47,394

#### Required Signatures for Budget Approval:

Principal:	white i	Date 52117
Lead Agency:	Delle-	Date: 5/23/12

## AWEsome ELP Class Schedule – 2012- 2013

## Grades 1-5

Time	Monday <u>Tuesday</u>		Wednesday	L	Thursday	Friday
1:10		-	- Art 1-2 TB - Writing 3-5 ZG	Boys Leadership 4-5     MV		
1:25			- Chorus 1-2 AB	- Jazz 4-5 EJ Science 3 MP	-	
1:40			1			
1:55	55					
2:10			- Art 1-2 TB			
2:25			- Writing 1-2 ZG - Chorus 3-5 AB			
2:40						
2:55	Recreation (1-5) Recreation (1-5)				Recreation (1-5)	Recreation (3:00 – 3:25)
3:10						
3:25	Snack (1-5)	Snack (1-5)	Snack (1-5)		Snack (1-5)	5nack (1-5)
3:40	- Academic Hour 3-5 MP, TB	Academic Hour 3-5 MV, TB	- Academic Hour 3-5 MP, TB - Hip Hop 1-2 EJ - Soccer 1-2 MV - Ballet Folklorico 1-2 AC - ELA 3 ZG - Science 5 AM		- Academic Hour 3-5 MV, TB - Dance Academy 1-2 EJ	- Hip Hop 1-2 El Selam Ethiopla 3-5 TB Reader's Theater 3-5 ZG Sports Skills 3-5 MP - Sports Team 1-2 MV
3:55	- Hip Hop1-2 EJ - Soccer 1-2 MV	- Dance Academy 1-2 El Karate 1-2 MK			- Karate 1-2 MK	
4:10	- Ballet Folkiorico 1-2 AC - ELA 3 ZG	- Gardening 1-2 MP - ELA 4 ZG			- Gardening 1-2 MP - ELA 4 ZG	
4:25	- Science 5 AM	- Leadership 4-5 LA			- Leadership 4-5 LA	- Chorus AB 1-2
4:40	- Academic Hour 1-2 MP ZG	Academic Hour 1-2 MV, ZG	- Academic Hour 1-2 N	IP ZG	- Academic Hour 1-2 MV, ZG	- Hip Hop 3-5 EJ
4:55	- Hip hop 3-5 EJ - Soccer 3-5 MV	- Dance Academy 3-5 EJ - Karate3-5 MK	- Hip hop 3-5 El - Soccer 3-5 MV		- Dance Academy 3-5 El - Karate -3-5 MK	- Sports Skills 1-2 MP - Readers Theater 1-2 ZG
5:10	Ballet Folklorico 3-5 AC     AWEsome Drummers 3-5 TB	- Gardening 3-5 MP - Visual Arts 3-5 TB	- Ballet Folklorico 3-5 A AWEsome Drummers		- Gardening 3-5 MP - Visual Arts 3-5 TB	- Nutrition 1-2 TB - Sports Team 3-5 MV
5:25						- Chorus 3-5 AB
5:40	Recreation	Recreation	Recreation		Recreation	Recreation
5:55						
6:10	Dismissal	Dismissal	Dismissal		Dismissal	Dismissal

# ASPIRAnet

Raising Hope, Empowering Community.

## **Oakland Afterschool Programs**



## **Oakland Afterschool Programs**

Supporting the Learning that Children Experience in School

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

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

#### **Commitment to Children and Their Learning**

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

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

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

### Key Facts about the Oakland Afterschool Program

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

## **Oakland Afterschool Programs**

## ASPIRAnet

Raising Hope. Empowering Community.

#### **Participating Schools**

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

#### A Place to Feel Safe for Every Child

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



#### Middle Schools:

**Melrose Leadership Academy** 

#### **Elementary Schools:**

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

### www.aspiranet.org/afterschool

#### Respect, Integrity, Courage, and Hope

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

Tel: 510.686.4868 Fax: 510.635.1982 Oakland Afterschool Programs are a program of Aspiranet, a network of children, family, and communitybased programs throughout California. To learn more about the Oakland Afterschool Programs, please call 510.686.4868 or visit us on the web at www.aspiranet. org/afterschool.

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

gislative File Info.
12-1419
6-27-12
12-1653
6/27/12



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

TO:	Board of Education
FROM:	Dr. Anthony Smith, Ph.D., Superintendent

SUBJECT: Master Memorandum of Understanding between OUSD and ASPIRANET

## ACTION REQUESTED

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

## BACKGROUND

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

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



## DISCUSSION

Vendor: Aspiranet

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

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

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

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

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

## FISCAL IMPACT

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

www.ousd.k12.ca.us



## RECOMMENDATION

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

## ATTACHMENTS: Master MOU

www.ousd.k12.ca.us

Board Office Use: Le	11-1419
File ID Number	1-1-1-1
Introduction Date	6-21-12
Enactment Number	12-1653
Enactment Date	62711



Community Schools, Thriving Students

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

#### 1. INTENT

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

#### Cumulative Amount of ISA(s) NOT TO EXCEED \$ 1.578.696.00

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

#### 2. TERMS AND CONDITIONS

- 2.1 Term of Agreement. The term of this agreement shall be <u>July 1, 2012 to June 30, 2013</u> 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.

Master MOU for 2012-2013 Revised May 2012 Page 1 of 7

- 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)

Page 2 of 7

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

#### 3. ADMINISTRATION OF MASTER MOU.

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

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

3.2 Notices to CONTRACTOR shall be addressed as indicated:

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

#### 4. AREAS OF AUTHORITY

- 4.1 Oakland Unified School District. The Oakland Unified School District is responsible for fiduciary and programmatic oversight for the expenditure of funds contracted to CONTRACTOR by OUSD for fiscal year 2012-2013.
- 4.2 Independent Contractor. This is not an employment contract. CONTRACTOR, is an independent contractor or business entity, and will be responsible for operations and management of its employees to sufficiently carry out the agreed upon Scope of Work. CONTRACTOR understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of OUSD, and are not entitled to benefits of any kind or nature normally provided or entitled to employees of OUSD, including, but not limited to, State Unemployment Compensation or Worker's Compensation. CONTRACTOR shall assume full responsibility for payment of all Federal, State, and local taxes or contributions necessary to do business in the State of California, including unemployment insurance, social security and income taxes with respect to CONTRACTOR's employees. In the performance of the work herein contemplated, CONTRACTOR is an independent contractor, with the sole authority for controlling and directing the performance of the details of the work, OUSD being interested only in the results obtained.
- 4.3 Fiscal oversight and management. CONTRACTOR shall be responsible for providing oversight, fiscal management, payroll services and technical assistance to its agents, employees or subcontractors. CONTRACTOR may be required to facilitate and collaborate with other service providers as necessary.
- 4.4 No Rights in Third Parties. This agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
- 4.5 Ownership of Documents. All documents created by CONTRACTOR pursuant to this Agreement, including but not limited to reports, designs, schedules, and other materials prepared, or in the process of being prepared, for the services to be performed by CONTRACTOR, are and shall be at the time of creation and thereafter the property of the OUSD, with all intellectual property rights therein vested in the OUSD at the time of creation. The OUSD shall be entitled to access to and copies of these materials Page 3 of 7
  Revised May 2012

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,

Master MOU for 2012-2013 Revised May 2012 Page 4 of 7

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

- 4.12 OUSD's Evaluation of CONTRACTOR. and CONTRACTOR's Employees and/or Subcontractors. OUSD may evaluate the CONTRACTOR's work in any way that OUSD is entitled to do so pursuant to applicable law. The OUSD's evaluation may include, without limitation:
  - (a) Requesting that OUSD employee(s) evaluate the CONTRACTOR and the CONTRACTOR's employees and subcontractors and each of their performance.
  - (b) Announced and unannounced observance of CONTRACTOR, CONTRACTOR's employee(s), and/or subcontractor(s).

#### 5. CONDUCT OF CONTRACTOR.

- 5.1 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:
  - The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals: Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, verifies that this vendor does not appear on the Excluded Parties List. (https://www.epls.gov/epls/search.do)
- 5.2 Maintain background check. CONTRACTOR certifies that all persons permitted to work on school sites or, may come in contact with children, have been cleared under California law and the Education Code.
- 5.3 Maintain clean, safe, and secure program environments for staff and students in conjunction with OUSD, and following OUSD guidelines. CONTRACTOR, as they view as necessary, will initiate and establish additional cleanliness, safety, and security policies and protocol sufficient to ensure staff, student and family member safety.
- 5.4 Comply with the Child Abuse and Neglect Reporting Act (CANRA) guidelines as Mandated Reporters to report suspicions of possible child abuse to the appropriate reporting agency as stated in California Penal Code § 11164 11174.
- 5.5 Mandatory participation in technical assistance, training, orientation, monthly meetings and other support and resource development activities provided by the OUSD and collaborative partners in conducting program planning, implementation, and evaluation as necessary. These may include required regular meetings with the school principal or other identified designee to ensure collaboration with the school vision. Participation in meetings facilitated by OUSD to address program success, areas of concern and for general troubleshooting are also required.
- 5.6 Ensure compliance with funding guideline requirements and follow OUSD policies and procedures. This includes compliance with District staffing requirements and policies including No Child Left Behind and other legislative mandates.
- 5.7 Maintain five sets of essential collaborative relationships to ensure partnerships towards effective program implementation:
  - a) Administration, faculty, and staff of OUSD
  - b) OUSD central administration departments
  - c) Parents/Guardians
  - d) Youth
  - e) Community organizations and public agencies

#### 6. SCOPE OF WORK.

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

Master MOU for 2012-2013 Revised May 2012

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#### 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 involces to OUSD. CONTRACTOR must submit involces to OUSD in a format acceptable to OUSD and on a timely and regular basis for services rendered. Involces 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 involces 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 proceeding 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,

Master MOU for 2012-2013 Revised May 2012 Page 6 of 7

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 ADDENDEM(S) ATTACHED

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

Yes No

ASES PROGRAM GRANT (Elementary / Middle)

21<sup>st</sup> CCLC ASSET GRANT (High School)

**FIELDTRIPS ONLY** 

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

CONTRACTOR

President, Board of Education **Oakland Unified School District** 

Secretary, Board of Education Oakland Unified School District

Date:

5/22/12 6/28/12 6/28/12

Master MOU for 2012-2013 Revised May 2012

Page 7 of 7

## Menu of Service for Lead Agency: Aspiranet

## Lead Agency Unit of Service for ASES After School Program

#### After School Services include:

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

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

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

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

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

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

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

After School Services Include:

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

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

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

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

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

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

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

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

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

## Other 21st Century Services

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

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

## Cost \$17,400

Option G: 21<sup>st</sup> Century Equitable Access Services: Services customized to meet school needs, and may include: services to enhance student access to after school program; special support services for English learners and other high need students; translation services; and services to promote conflict resolution and positive program climate.

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

## Cost \$21,750

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

2a. School opting to provide a portion of family literacy services with own staffing and resources.

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

## **Other Specialized Services**

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

### Cost \$50,000

## **Option I: Visual and Performing Arts:**

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

Cost \$27,000

### **Option J:** Health and Wellness:

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

Cost \$25,000

## **Option K:** Intervention Services for Language English Proficiency

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

#### Cost: \$50,000

#### **Option L:** Summer Extended Day Program

Summer Extended Day Services include:

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

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

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

Cost: \$25,000

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

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

## Aspiranet Oakland After School 2012-2013

## Anticipated Grant Amounts

Schoo Site	Funding Source	Anticipated Contract Amount
	21st Century	\$82,949
Acorn Woodland Elementary	ASES	\$87,528
	OFCY	\$58,166
	ASES	\$89,928
Community United	OFCY	\$49,993
	ASES	\$89,928
Futures Elementary	OFCY	\$49,993
Adalases Londowskin Academy	ASES	\$119,744
Melrose Leadership Academy	OFCY	\$82,800
	ASES	\$91,849
Carl Munck	OFCY	\$83,691
Diadacent Florenteen	ASES	\$91,848
Piedmont Elementary	OFCY	\$60,617
Peralta Elementary	ASES	\$91,848
	ASES	\$83,209
East Oakland Pride	OFCY	\$70,233
Rise Community School	ASES	\$91,848
Rise Community School	OFCY	\$50,060
Haward Flowants -:	ASES	\$91,848
Howard Elementary	OFCY	\$60,61
TOTAL		\$1,578,696

**EPLS Search Results** 

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**Excluded Parties List System** 

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

Your search returned no results.

https://www.epls.gov/epls/search.do?full\_name=Aspiranet&status=current&getreport=true&print=true... 5/31/2012