

Board Office Use: Legislative File Info.	
File ID Number:	16-2455
Introduction Date:	12/14/2016
Enactment Number:	16-1949
Enactment Date:	12/14/2016



Memo

To: Board of Education

From: Antwan Wilson, Superintendent

Board Meeting Date: 12/14/2016

Subject: Professional Service Contract

Contractor: Aspiranet, dba Experience Corps of San Francisco, CA

Services for: 108-CLEVELAND

Board Action Requested and Recommendation: Ratification by the Board of Education of a Professional Services Contract between the District and Aspiranet, dba Experience Corps, South San Francisco, CA, for the latter to provide: ECBA, with support from the current PARTNER SCHOOL SITE, will recruit, screen, select, train, place, and supervise older adults to serve at the PARTNER SCHOOL SITE. The older adults will serve children through direct service performing small group (3-4 students per group) and in-class tutoring. This service will focus primarily on literacy enhancement and primarily for grades K-3. Other services may include leading or participating in educational, cultural and/or recreational activities as they apply to enhancing literacy or as they help build a stronger relationship between the ECBA Team of volunteers and/or with the PARTNER SCHOOL SITE. Older adults may also provide indirect service to children and youth through activities such as organizing projects that benefit the community and developing enrichment activities for the children. ECBA, in consultation with program coordinators, community members, and the PARTNER SCHOOL SITE, will determine these specific service activities. All activities of ECBA Volunteers should provide valuable service for children and youth, and/or build the skills and capacity of the Volunteers themselves.

Background:
(A one paragraph explanation of why the consultant's services are needed.)

Provides trained and targeted academic tutors for identified students in need of support.

Discussion:
(QUANTIFY what is being purchased.)

ECBA, with support from the current PARTNER SCHOOL SITE, will recruit, screen, select, train, place, and supervise older adults to serve at the PARTNER SCHOOL SITE. The older adults will serve children through direct service performing small group (3-4 students per group) and in-class tutoring. This service will focus primarily on literacy enhancement and primarily for grades K-3. Other services may include leading or participating in educational, cultural and/or recreational activities as they apply to enhancing literacy or as they help build a stronger relationship between the ECBA Team of volunteers and/or with the PARTNER SCHOOL SITE. Older adults may also provide indirect service to children and youth through activities such as organizing projects that benefit the community and developing enrichment activities for the children. ECBA, in consultation with program coordinators, community members, and the PARTNER SCHOOL SITE, will determine these specific service activities. All activities of ECBA Volunteers should provide valuable service for children and youth, and/or build the skills and capacity of the Volunteers themselves.

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Fiscal Impact: Funding Resource name(s) (detailed below) not to exceed \$1,500.00.

\$1,500.00

General Purpose-Unrestricted

Attachments: Professional Services Contract including Scope of Work



CONTRACT JUSTIFICATION FORM

**This Form Shall Be Submitted to the Board Office
With *Every* Consent Agenda Contract.**

Legislative File ID No. _____

Department: _____

Vendor Name: _____

Contract Term: Start Date: _____ End Date: _____

Annual Cost: \$_____

Approved by: _____

Is Vendor a local Oakland business? Yes ___ No ___

Why was this Vendor selected?

Summarize the services this Vendor will be providing.

Was this contract competitively bid? Yes ___ No ___

If No, answer the following:

1) How did you determine the price is competitive?

2) Please check the competitive bid exception relied upon:

___ **Educational Materials**

___ **Special Services** contracts for financial, economic, accounting, legal or administrative services

___ **CUPCCAA exception** (Uniform Public Construction Cost Accounting Act)

___ **Professional Service Agreements** of less than _____ (increases a small amount on January 1 of each year)

___ **Construction related Professional Services** such as Architects, DSA Inspectors, Environmental Consultants and Construction Managers (require a "fair, competitive selection process)

___ **Energy** conservation and alternative energy supply (e.g., solar, energy conservation, co-generation and alternate energy supply sources)

___ **Emergency** contracts [requires Board resolution declaring an emergency]

___ **Technology** contracts

___ electronic data-processing systems, supporting software and/or services (including copiers/printers) over the _____ bid limit, must be competitively advertised, but any one of the three lowest responsible bidders may be selected

___ contracts for computers, software, telecommunications equipment, microwave equipment, and other related electronic equipment and apparatus, including E-Rate solicitations, may be procured through an RFP process instead of a competitive, lowest price bid process

___ Western States Contracting Alliance Contracts (WSCA)

___ California Multiple Award Schedule Contracts (CMAS) [contracts are often used for the purchase of information technology and software]

___ **"Piggyback" Contracts** with other governmental entities

___ **Perishable Food**

___ **Sole Source**

___ **Change Order for Material and Supplies** if the cost agreed upon in writing does not exceed ten percent of the original contract price

___ **Other, please provide specific exception**

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OAKLAND UNIFIED
SCHOOL DISTRICT

PROFESSIONAL SERVICES CONTRACT 2016-2017

This Agreement is entered into between Aspiranet, dba Experience Corps of San Francisco, CA (CONTRACTOR) and Oakland Unified School District (OUSD). OUSD is authorized by Government Code Section 53060 to contract for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, and administrative matters with persons specially trained, experienced, and competent to perform such services. CONTRACTOR warrants it is specially trained, experienced, and competent to provide such services. The parties agree as follows:

- Services:** CONTRACTOR shall provide the ("Services" or "Work") as described in **Exhibit "A,"** attached hereto and incorporated herein by reference.
- Terms:** CONTRACTOR shall commence work on 10/21/2016, or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$87,800.00 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$87,800.00, whichever is later. The work shall be completed no later than 06/09/2017.
- Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement. The compensation under this Contract shall not exceed One Thousand Five Hundred Dollars and 00/100 Dollars (\$1,500.00) [per fiscal year], at an hourly billing rate not to exceed N/A per hour. This sum shall be for full performance of this Agreement and includes all fees, costs, and expenses incurred by Contractor including, but not limited to, labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs, and other costs.

If CONTRACTOR will be compensated hourly for services provided under this Contract, CONTRACTOR shall describe in Exhibit "A," attached hereto, the specific scope of services to be delivered on an hourly basis to OUSD.

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: N/A.

Payment for Work shall be made for all undisputed amounts in monthly installment payments within forty-five (45) days after 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.

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 the District and in that case must be replaced by CONTRACTOR without delay.

- Equipment and Materials:** CONTRACTOR shall provide all equipment, materials, and supplies necessary for the performance of this Agreement *except:* N/A, which shall not exceed a total cost of \$0.00.

5. CONTRACTOR Qualifications / Performance of Services:

CONTRACTOR Qualifications: CONTRACTOR warrants it 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/or regulations, as they may apply.

Standard of Care: CONTRACTOR warrants 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.

- Invoicing:** Invoices furnished by CONTRACTOR under this Agreement must be in a form acceptable to OUSD. All amounts paid by OUSD shall be subject to audit by OUSD. Invoices shall include, but not be limited to: Contractor name, Contractor address, invoice date, invoice number, purchase order number, name of school or department service was provided to, period of service, name of the person performing the service, date service was rendered, brief description of services provided, number of hours of service, hourly rate, total payment requested.
- Notices:** All notices and invoices provided for under this Agreement shall be in writing and either personally delivered during normal business hours or sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other party at the address set forth below:

OUSD Representative:

Name: PETER VAN TASSEL
Site /Dept.: 108-CLEVELAND
Address: 745 Cleveland St
Oakland, CA 94606
Phone: 8743600
Email: Peter.VanTassel@ousd.org

CONTRACTOR:

Name: Vernon Brown
Title: CEO
Address: 3925 Noriega Street
San Francisco, CA 94122
Phone: 415-759-3690
Email: chjohnson@aspiranet.org

Notice shall be effective when received if personally served or, if mailed, three days after mailing. Either party must give written notice of a change of address.

8. **Status of Contractor:** This is not an employment contract. CONTRACTOR, in the performance of this Agreement, shall be and act as an independent contractor. 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 employees of OUSD and/or to which OUSD's employees are normally entitled, 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, 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 or business entity, with the sole authority for controlling and directing the performance of the details of the work, OUSD being interested only in the results obtained.

9. **Insurance:**

- 1. Unless specifically waived by OUSD, the following insurance is required:
 - i. If CONTRACTOR employs any person to perform work in connection with this Agreement, CONTRACTOR shall procure and maintain at all times during the performance of such work, Workers' Compensation Insurance in conformance with the laws of the State of California and Federal laws when applicable. Employers' Liability Insurance shall not be less than One Million Dollars (\$1,000,000) per accident or disease.

Check one of the boxes below:

CONTRACTOR is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and will comply with such provisions before commencing the performance of the Work of this Contract.

CONTRACTOR does not employ anyone in the manner subject to the workers' compensation laws of California.

ii. CONTRACTOR shall maintain Commercial General Liability insurance, including automobile coverage with limits of One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage. The coverage shall be primary as to OUSD and shall name OUSD as an additional insured. Evidence of insurance must be attached. Endorsement of OUSD as an additional insured shall not affect OUSD's rights to any claim, demand, suit or judgment made, brought or recovered against CONTRACTOR. The policy shall protect CONTRACTOR and OUSD in the same manner as though each were separately issued. Nothing in said policy shall operate to increase the Insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the Insurer would have been liable if only one interest were named as an insured.

iii. If CONTRACTOR is offering OUSD professional advice under this Contract, CONTRACTOR shall maintain Errors and Omissions insurance or Professional Liability insurance with coverage limits of One Million Dollars (\$1,000,000) per claim.

OR

iv. CONTRACTOR is not required to maintain any insurance under this agreement. (Completed and approved Waiver of Insurance Form is required from OUSD's Risk Management.) Waiver of insurance does not release CONTRACTOR from responsibility for any claim or demand.

10. **Licenses and Permits:** CONTRACTOR shall obtain and keep in force all licenses, permits, and certificates necessary for the performance of this Agreement.

11. **Assignment:** The obligations of CONTRACTOR under this Agreement shall not be assigned by CONTRACTOR without the express prior written consent of OUSD.

12. **Non-Discrimination:** It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age; therefore, 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). 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.

13. **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 controlled substances, alcohol or tobacco on these sites.
14. **Indemnification:** CONTRACTOR agrees to hold harmless, indemnify, and defend OUSD and its officers, agents, and employees from any and all claims or losses accruing or resulting from injury, damage, or death of any person, firm, or corporation in connection with the performance of this Agreement. CONTRACTOR also agrees to hold harmless, indemnify, and defend OUSD and its elective board, officers, agents, and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to CONTRACTOR in connection with the performance of this Agreement. This provision survives termination of this Agreement.
15. **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.
16. **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.
17. **Termination:** OUSD may at any time terminate this Agreement upon 30 days prior 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.
18. **Conduct of CONTRACTOR:** By signing this Agreement, CONTRACTOR certifies compliance with the following requirements and will provide OUSD with evidence of staff qualifications, which include:
 1. **Tuberculosis Screening:** CONTRACTOR is required to screen employees who will be working at OUSD sites for more than six hours. CONTRACTOR affirms that each employee has current proof of negative TB testing on file and TB results are monitored.
 2. **Fingerprinting of Employees and Agents.** The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to CONTRACTOR's services under this Agreement and CONTRACTOR certifies its compliance with these provisions as follows: "CONTRACTOR certifies that CONTRACTOR has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all CONTRACTOR's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by OUSD, or acting as independent contractors of CONTRACTOR, who may have contact with OUSD pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. Contractor further certifies that it has received and reviewed fingerprint results for each of its Employees and Contractor has requested and reviews subsequent arrest records for all Employees who may come into contract with OUSD pupils in providing services to the District under this Agreement.

In the event that OUSD, in its sole discretion, at any time during the term of this contract, desires the removal of any CONTRACTOR related persons, employee, representative or agent from an 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.

19. **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.
20. **OUSD's Evaluation of CONTRACTOR and CONTRACTOR's Employees and/or Subcontractors.** OUSD may evaluate 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:
 1. Requesting that OUSD employee(s) evaluate the CONTRACTOR and the CONTRACTOR's employees and subcontractors and each of their performance.
 2. Announced and unannounced observance of CONTRACTOR, CONTRACTOR's employee(s), and/or subcontractor(s).
21. **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.
22. **Confidentiality:** CONTRACTOR and all CONTRACTOR's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. 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. Contractors will be permitted

Professional Services Contract

access to student data only where permissible under state and federal law and only after executing OUSD's Confidentiality Agreement Regarding Student Data.

- 23. Conflict of Interest: CONTRACTOR shall abide by and be subject to all applicable, 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 the prior approval of OUSD Human Resources.

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.

Through its execution of this Agreement, CONTRACTOR acknowledges that it is familiar with the provisions of section 1090 et seq. and section 87100 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event CONTRACTOR receives any information subsequent to execution of this Agreement which might constitute a violation of said provisions, CONTRACTOR agrees it shall notify OUSD in writing.

- 24. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion: CONTRACTOR certifies to the best of his/her/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, certifies that this vendor does not appear on the Excluded Parties List (https://www.sam.gov/).

- 25. Litigation: This Agreement shall be performed in Oakland, California and is governed by the laws of the State of California. The Alameda County Superior Court shall have jurisdiction over any state court litigation initiated to enforce or interpret this Agreement.

- 26. Incorporation of Recitals and Exhibits: The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

- 27. Integration/Entire Agreement of Parties: This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

- 28. 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.

- 29. Signature Authority: Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been given the proper authority and empowered to enter into this Agreement.

- 30. Contract Contingent on Governing Board Approval: OUSD shall not be bound by the terms of this Agreement until it has been formally approved by OUSD's Governing Board, and no payment shall be owed or made to CONTRACTOR absent formal approval. This Agreement shall be deemed to be approved when it has been signed by the Board of Education, and/or the Superintendent as its designee.

- 31. W-9 Form: If CONTRACTOR is doing business with OUSD for the first time, complete and return with the signed Contract the W-9 form.

OAKLAND UNIFIED SCHOOL DISTRICT



President, Board of Education

Superintendent or Designee



Secretary, Board of Education

CONTRACTOR

Vernon Brown

Contractor Signature

Vernon Brown, CEO

Print Name, Title

Form approved by OUSD General Counsel for 2015-16 FY

EXHIBIT "A" SCOPE OF WORK

[IF A CONTRACTOR PROVIDES AN ACCEPTABLE DESCRIPTION OF SERVICES AS PART OF A PROPOSAL, THAT DESCRIPTION OF SERVICES MAY BE ATTACHED WITHOUT ANY TERMS, CONDITIONS, LIMITATIONS, ETC., FROM THAT PROPOSAL.]

1. **Description of Services to be Provided:** Provide a description of the service(s) the contractor will provide. Be specific about what service(s) OUSD is purchasing and what *this* Contractor will do.

See Attached Scope of Work

2. **Specific Outcomes:** What are the expected outcomes from the services of this Contract? Be specific. For example, as a result of the service(s): 1) How many more Oakland children are graduating from high school? 2) How many more Oakland children are attending school 95% or more? 3) How many more students have meaningful internships and/or paying jobs? 4) How many more Oakland children have access to, and use, the health services they need? Provide details of program participation (Students will...) and measurable outcomes (Participants will be able to...). NOT THE GOALS OF THE SITE OR DEPARTMENT.

ECBA, with support from the current PARTNER SCHOOL SITE, will recruit, screen, select, train, place, and supervise older adults to serve at the PARTNER SCHOOL SITE. The older adults will serve children through direct service performing small group (3-4 students per group) and in-class tutoring. This service will focus primarily on literacy enhancement and primarily for grades K-3. Other services may include leading or participating in educational, cultural and/or recreational activities as they apply to enhancing literacy or as they help build a stronger relationship between the ECBA Team of volunteers and/or with the PARTNER SCHOOL SITE. Older adults may also provide indirect service to children and youth through activities such as organizing projects that benefit the community and developing enrichment activities for the children. ECBA, in consultation with program coordinators, community members, and the PARTNER SCHOOL SITE, will determine these specific service activities. All activities of ECBA Volunteers should provide valuable service for children and youth, and/or build the skills and capacity of the Volunteers themselves.

3. **Alignment with District Strategic Plan:** Indicate the goals and visions supported by the services of this contract: (Check all that apply.)

- | | |
|---|---|
| <input checked="" type="checkbox"/> Ensure a high quality instructional core | <input checked="" type="checkbox"/> Prepare students for success in college and careers |
| <input type="checkbox"/> Develop social, emotional and physical health | <input type="checkbox"/> Safe, healthy and supportive schools |
| <input checked="" type="checkbox"/> Create equitable opportunities for learning | <input type="checkbox"/> Accountable for quality |
| <input type="checkbox"/> High quality and effective instruction | <input type="checkbox"/> Full service community district |

4. **Alignment with Community School Strategic Site Plan – CSSSP (required if using State or Federal Funds):**

Please select:

- Action Item included in Board Approved CSSSP** (no additional documentation required) – Item Number(s):

- Action Item added as modification to Board Approved CSSSP** – Submit the following documents to the Resource Manager either electronically via email of scanned documents, fax or drop off.

1. Relevant page of CSSSP with action item highlighted. Page must include header with the word “Modified”, modification date, school site name, both principal and school site council chair initials and date.
2. Meeting announcement for meeting in which the CSSSP modification was approved.
3. Minutes for meeting in which the CSSSP modification was approved indicating approval of the modification.
4. Sign-in sheet for meeting in which the CSSSP modification was approved.



EXPERIENCE CORPS BAY AREA Memorandum of Understanding

*Between Aspiranet
for Experience Corps Bay Area*
and
Cleveland Elementary School
for the purposes of implementing Experience Corps*

** Experience Corps Bay Area is a program of Aspiranet*

I. SCOPE AND PURPOSE OF MOU

This Memorandum of Understanding (hereafter, MOU) between **Aspiranet** for **Experience Corps Bay Area (ECBA)** and **Cleveland Elementary School**, herein referred to as **PARTNER SCHOOL SITE**, is entered into on **September 1, 2016** for the following mutually agreed purpose:

To formalize and clarify expectations, relationships, roles, and responsibilities between all parties collaborating in increasing the services provided by **Experience Corps Bay Area**.

II. TERMS

While every reasonable effort will be made to have the MOU signed before each continuing school year, the terms of this MOU shall otherwise remain in effect for continuing years and as both parties remain in relationship. Either party may, however, request changes made to the MOU, as appropriate and in writing, before the beginning of the following school year or at another mutually agreed upon time.

The initial period for this current MOU is intended for the 2016-2017 school year.

III. DEFINITIONS

For the purpose of this agreement, the following definitions apply:

A. **Experience Corps Bay Area** provides support and technical assistance to schools and after school programs implementing Experience Corps Bay Area programming. Experience Corps Bay Area's lead agency is Aspiranet.

B. **PARTNER SCHOOL SITE** is the school site location where Experience Corps Bay Area is being implemented.

C. Older adults refers to persons generally 50 and over.

D. "Coordinator" refers to the Experience Corps Site Coordinator who will participate in helping screen, train, place, and support ECBA volunteers at the school site.

Experience Corps Bay Area and PARTNER SCHOOL SITE will support one another by working cooperatively as described below.

IV. PROJECT DESCRIPTION

Experience Corps Bay Area (ECBA) is a unique program created to capture the experience of older adults in service to children and youth before school, in school, and after school, as appropriate. The purposes of Experience Corps are two-fold: to both provide resources to children in need of additional support as well as to increase the social contributions of older adults in the community. Through Experience Corps, children will improve their academic performance and develop relationships with consistent and caring older adult tutors/mentors while participating in productive activities related to literacy during their school time. Schools and youth-serving organizations will become more caring and personal places, strengthening their ties with surrounding neighborhoods. Participating older adults will experience enhanced physical and mental well-being.

ECBA, with support from the current PARTNER SCHOOL SITE, will recruit, screen, select, train, place, and supervise older adults to serve at the PARTNER SCHOOL SITE. The older adults will serve children through direct service performing small group (3-4 students per group) and in-class tutoring. This service will focus primarily on literacy enhancement and primarily for grades K-3. Other services may include leading or participating in educational, cultural and/or recreational activities as they apply to enhancing literacy or as they help build a stronger relationship between the ECBA Team of volunteers and/or with the PARTNER SCHOOL SITE. Older adults may also provide indirect service to children and youth through activities such as organizing projects that benefit the community and developing enrichment activities for the children. ECBA, in consultation with program coordinators, community members, and the PARTNER SCHOOL SITE, will determine these specific service activities. All activities of ECBA Volunteers should provide valuable service for children and youth, and/or build the skills and capacity of the Volunteers themselves.

V. ROLES & RESPONSIBILITIES OF EXPERIENCE CORPS BAY AREA

A. Provide a minimum of 20 hours/week of volunteer literacy intervention and mentorship to be divided among the preferred classes and directed toward the target students, as identified by PARTNER SCHOOL SITE staff.

- B. Provide a Bay Area Program Manager who will take the lead role in staffing, training, supervision, and sustainability of the ECBA program as well as provide technical assistance and additional support to the Site Coordinator implementing ECBA at the PARTNER SCHOOL SITE.
- C. Provide a part-time Site Coordinator and/or other staff to help recruit, screen, train, place, and support volunteers at the PARTNER SCHOOL SITE.
- D. Facilitate local outreach, screening, TB testing, orientation, and placement of ECBA Volunteers involved in the program at the PARTNER SCHOOL SITE, including the processing of fingerprints to conduct criminal background checks for all Experience Corps Volunteers and Members placed at the site. Fingerprints will be submitted and checked prior to the volunteer's placement at the site, as well as ongoing during the volunteer's service, and documentation that this process has taken place will be provided to the PARTNER SCHOOL SITE upon request. In the event that ECBA receives a subsequent notice of arrest that would necessitate a volunteer serving at PARTNER SCHOOL SITE to be released from service, ECBA will notify PARTNER SCHOOL SITE and PARTNER SCHOOL SITE'S district headquarters immediately.
- E. Provide ECBA orientation for all the PARTNER SCHOOL SITE staff involved in supporting the Experience Corps program.
- F. Provide citywide marketing for ECBA, as well as citywide recruitment and training of Experience Corps Volunteers.
- G. Conduct periodic site visits to provide input to the PARTNER SCHOOL SITE on program content and design.
- H. Represent ECBA to the national Experience Corps office, which provides research and technical assistance to Experience Corps nationwide.
- I. Retain full responsibility for management and fiscal control of the project.

VI. **ROLES & RESPONSIBILITIES OF PARTNER SCHOOL**

- A. Provide cost-share for the 2016-17 school year, in the amount of \$5,000.00 which will be used to offset overall program expenses and ensure partnership sustainability. During the year and in proceeding years, the partnership and cost-share amounts may be revisited and renegotiated as needed.
- B. Provide any requested data or information for reporting, evaluation, or research to ECBA, specifically as allowed by FERPA regulations (34 CFR §§ 99.31(a)(6) & 99.31(a)(3) and 99.35.). Requested data would include standardized assessment date and pre- and post-survey results and can be provided anonymously (i.e. with de-identified student names). All data used by ECBA will only be reported out in the aggregate with no identifying student data included in any way in accordance with the law.

- C. Work with ECBA to determine appropriate, regularly scheduled service activities for ECBA Volunteers, as well as periodic Family Literacy events as mutually agreed upon.
- D. Designate one contact person to serve as the liaison for the ECBA Coordinator and Volunteers on assignment during the school day.
- E. Provide supervision of ECBA Volunteers on assignment, as needed, in coordination with ECBA staff.
- F. Provide opportunity for ECBA to orient the staff to our program and our volunteers prior to placement of ECBA Volunteers.
- G. Provide adequate working/meeting space and all necessary supplies for the Coordinator and ECBA Volunteers to work effectively with children, including access to computer and/or internet (wifi) access, copier/printer as appropriate, and other materials as needed.
- H. Provide a safe place for ECBA Volunteers to store their belongings.
- I. Retain the right to request that the ECBA Coordinator reassign an ECBA Volunteer to another position or remove the ECBA Volunteer from the school.
- J. Notify the ECBA Coordinator and Volunteers at least one week in advance of any special events that may alter regular ECBA Volunteers' schedules.
- K. Invite ECBA Coordinator to any meetings involving ECBA Volunteers, and attend occasional ECBA Team Meetings if timing allows.
- L. Advise ECBA Coordinator of any school-provided training possibilities for ECBA Volunteers.
- M. Recognize ECBA Volunteer contributions at appropriate times during the year.
- N. Provide any requested information for reporting, data, evaluation, or research to ECBA.
- O. Participate in site visits with local and national EC staff and/or other ECBA guests.

VII. **SITE VISITS**

The Program Officer from AARP Foundation Experience Corps may visit the PARTNER SCHOOL throughout the year on dates mutually agreed upon. The purpose of these visits is to observe the project in progress, to interview ECBA Volunteers, children, and staff where appropriate (teachers, principals, etc.) about the effectiveness of Experience Corps, to assess needs for technical assistance and/or provide technical assistance as practical, and to collect data for research.

A written report, summarizing observations, findings, and recommendations will follow each site visit. It is expected that the sites use site visit reports to aid in their continuous improvement efforts.

SIGNATURES

Peter VanTassel		Vernon Brown
Principal PARTNER SCHOOL SITE		CEO Aspiranet for Experience Corps Bay Area
Signature: _____ Date: _____		Signature: _____ Date: _____