

Board Office Use: Legislative File Info.	
File ID Number	13-0946
Introduction Date	5-22-13
Enactment Number	13-0837
Enactment Date	5-22-13



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

Memo

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

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

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

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

Action Requested Approval by the Governing Board of the amendment to the Individual Service Agreement between the District and Bay Area Community Resources. Services to be primarily provided to Alliance Academy for the period of 07/01/2012 through 08/31/2013, in an amount not to exceed \$ 19,180.00.

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

The attached Individual Service Agreement is the contracting of services at the negotiated price, stated in the referenced Master MOU, approved by the Board of Education on June 27, 2012 (Enactment number 12-1652). The Summer Learning programs funded by the WalMart grant will provide 860 students at 9 middle schools with all day summer programs. This funding supplements the morning academic-based programs with an afternoon of Science, Technology, Engineering and Mathematics (STEM) and Enrichment activities consisting of arts, dance and sports.

Discussion
One paragraph summary of the amended scope of work.

Approval by the Board of Education of Amendment No. 1 to the Individual Service Agreement to the Master Memorandum of Understanding (MOU) between the District and Bay Area Community Resources, San Rafael, CA, for the latter to provide their Menu Option P - Summer Programming Services for afternoon STEM/Enrichment activities to extend the morning summer program into a full day program at Alliance Academy for the period of July 1, 2012 through August 31, 2013, in the amount of \$19,180.00, increasing the agreement from \$117,984.00, to an not to exceed amount of \$ 137,164.00. All terms and conditions of the MMOU remain in full force and effect.

Recommendation Approval by the Governing Board of the amendment to the Individual Service Agreement between the District and Bay Area Community Resources. Services to be primarily provided to Alliance Academy for the period of 07/01/2012 through 08/31/2013, in an amount not to exceed \$ 19,180.00.

Fiscal Impact Funding resource name (please spell out) 9147/National Summer Learning Association not to exceed \$ 19,180.00.

Attachments

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

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INDIVIDUAL SERVICE AGREEMENT (ISA) AMENDMENT NO. 1

AGREEMENT TO PURCHASE ADDITIONAL SERVICES UNDER A MASTER MEMORANDUM OF UNDERSTANDING

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

MASTER MOU – ORIGINAL ISA INFORMATION			
VENDOR NAME	Bay Area Community Resources	LEGISTAR FILE ENACTMENT #	12-1418
SITE NUMBER / NAME	224 Alliance Academy	AMOUNT OF ORIGINAL ISA	\$ 117,984.00
Original ISA Contract, or most recent ISA Contract Amendment period: 07/01/2012 (from date) to 08/31/2013 (end date).			

ORDER OF ADDITIONAL SERVICES – SELECT APPROPRIATE BOX

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

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

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

Purchase New Type of Service.

Service	Option P-Summer Learning Programs	Fee	\$ 20,000.00	UNITS OF SERVICE	.96	\$ 19,180.00
Service		Fee	\$	UNITS OF SERVICE		\$
Service		Fee	\$	UNITS OF SERVICE		\$
Subtotal						\$ 19,180.00

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

For a 4 to 6 week summer program (approximately 3-6 hours/day) for up to 80 students.

Increasing the ISA Not to Exceed Amount to: \$ 137,164.00

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

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

ISA Amendment History:

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

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

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

VENDOR	NAME: Martin Weinstein	TITLE	Chief Executive Officer
SIGNATURE		DATE	5/23/13
OUSD SITE ADMINISTRATOR	NAME: Cheryl Lana	TITLE	Principal
SIGNATURE		DATE	5/23/13

APPROVAL BY THE BOARD OF EDUCATION

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

**OUSD NSLA SUMMER ENRICHMENT PROGRAMS
MIDDLE SCHOOLS
SUMMER 2013**

SECTION 1: School Site Information

School Site: Alliance Middle School

Date: 4/25/13

Principal Signature:

Walter Byrd

Summer Lead Agency Signature:

[Signature]

Summer Site Coordinator Name (if known at this time): SHELIA MACK

SECTION 2: Learning Goals of Summer Program and intended impacts for participating students.

Indicate which OUSD Summer Learning Goals will be supported with this program (select at least one goal for each of the three categories below):

Academics:

- Participants understand how reading, writing and math apply to daily life.
 Participants improve their organizational skills.

Physical Activity:

- Participants are physically active and experience at least 30 minutes of moderate to vigorous activity daily.
 Participants learn ways to maintain good health and well-being over the summer.

Social/Emotional:

- Participants feel safe.
 Participants have a sense of belonging to the program.
 Participants have supportive relationships with adults.
 Participants experience positive social interactions with peers and caring adults.
 Participants transitioning to a new school become familiar with the new school's culture, rules, and students.

Identify any other learning goals your program will focus on this summer:

SECTION 3: SUMMER CALENDAR and DAILY PROGRAM SCHEDULE

Summer enrichment programs will augment and complement OUSD morning academic summer learning programs to provide students with a full day 6 hour day of summer learning for 4 weeks of the summer.

Submit summer calendar and daily summer program schedule as an attachment.

SECTION 4: ENRICHMENT & PHYSICAL ACTIVITY / RECREATION

Enrichment activities can provide students with the opportunity to apply their classroom learning in a real, hands-on way. Enrichment activities can intentionally and creatively build skills that support students' success in school and in life. Enrichment activities often support school goals for health and wellness, positive school climate, arts learning, and student engagement.

In addition to the two field trips during summer program (we recommend one trip takes place on July 5; at least one trip must be related to STEM content) and 30 minutes of moderate to rigorous physical activity daily, what additional enrichment activities will be offered?

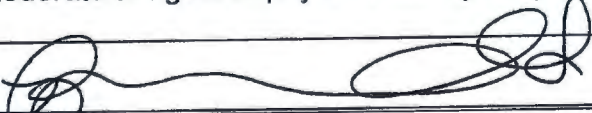
Type of Enrichment	Description of Program/Activity	Targeted Skills	Measurable Outcome
Girl's Soccer	Students will participate in traditional sports to practice leadership skills, teamwork, and communication.	<input type="checkbox"/> College/Career Readiness <input type="checkbox"/> Social Skills/Conflict Res. <input type="checkbox"/> Leadership <input type="checkbox"/> Academic (specify) <input checked="" type="checkbox"/> Health/Fitness <input type="checkbox"/> Other (specify)	Students will participate in a minimum of 10 hours of moderate to vigorous physical activity.
"Hip/Hop Rap Dance"	Students will participate in dance classes that help them to practice skills such as imitating, leading/following, mirroring, and choreography.	<input type="checkbox"/> College/Career Readiness <input type="checkbox"/> Social Skills/Conflict Res. <input type="checkbox"/> Leadership <input type="checkbox"/> Academic (specify) <input checked="" type="checkbox"/> Health/Fitness <input type="checkbox"/> Other (specify)	Students will showcase dance choreography at the end of the year celebration & showcase.
Cooking/Gardening	Students will learn how to cultivate, plant, nurture from the earth with and by their own hands of Organic Seeds and Soil. Students will learn how to prepare healthy food and make healthy food choices.	<input checked="" type="checkbox"/> College/Career Readiness <input type="checkbox"/> Social Skills/Conflict Res. <input type="checkbox"/> Leadership <input type="checkbox"/> Academic (specify) <input checked="" type="checkbox"/> Health/Fitness <input type="checkbox"/> Other	Students will have planted cooked and prepared food from their own hands.
Boy's Soccer	Students will participate in a traditional sport to practice leadership skills, teamwork, respect, and how to play a competitive sport.	<input type="checkbox"/> College/Career Readiness <input type="checkbox"/> Social Skills/Conflict Res. <input type="checkbox"/> Leadership <input type="checkbox"/> Academic (specify) <input checked="" type="checkbox"/> Health/Fitness <input type="checkbox"/> Other (specify)	Students will participate in a minimum of 10 hours of moderate to vigorous physical activity.

SECTION 5 : Coordination with Morning program and Other Service Providers

As stated in the grant, NSLA is funding a full day summer program. As a grantee you are expected to utilize the recourses of both morning and afternoon academics and activities to enrich the quality of the summer program.

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

<p>Identify how you plan to work with the site administration to organize a programmatic layout that will seamlessly transition students from the morning to afternoon programming.</p>	<p>We began summer program planning in December. School day administration, lead agency staff, and morning program staff will meet daily for community building to help transition students from the morning program to the afternoon program. All staff will participate in field trips and orientation prior to the first day of program to go over the vision, goal, and expectations.</p>
<p>Identify ways in which you have intentionally plan to bridge the communication between the morning and afternoon programs.</p>	<p>Morning and afternoon program staff will have a mailbox in the summer school office. We will make sure that all staff receives the same daily and weekly announcements in the morning. Morning and afternoon staff will be supported by the summer administration and site coordinator and will have daily planning and debrief meetings.</p>
<p>List key community partners whom you will actively collaborate with to accomplish the goals of your program.</p>	<ul style="list-style-type: none"> - Alliance Middle School - BACR - Oakland Unified School District (OUSD) - Tech Bridge
<p>Identify other service providers and support personnel at your school (ie. school psychologist, School Based Health Center staff, counselor, mental health therapist, school</p>	<ul style="list-style-type: none"> - School Nurse - School Based Health Center Staff - School Counselor

nurse, parent liaison, etc.) whom you will actively collaborate with to accomplish the goals of your program.	<ul style="list-style-type: none"> - Attendance Clerk - Cafeteria Manager - Custodial Staff
Section 6: Program Expectations	
I acknowledge the requirements of the program which include the following:	
<p>The NSLA Summer STEM program is a full day program; students must participate in both the morning and afternoon components of the program which will run from 8:30 am- 3:15pm. We will serve 80 -120 students at each middle school campus and there must be a 20:1 student to teacher ratio that is maintained throughout the program. Students who participated in the NSLA program in Summer 2012 receive priority for the Summer 2013 program. The program is open to 6th, 7th, and 8th grade students. The program will run from June 24, 2013 - July 19, 2013 (programs will be closed for July 4th holiday). Afternoon STEM & Enrichment program carried out by the Lead Agency partner runs from 12:30 - 3:15 pm. The building must be empty of students and staff by 3:45pm because custodian locks building at 4pm. There is a requirement of 60 minutes of STEM daily and the fifteen STEM curriculum lessons developed by OUSD Science Dept must be used and followed in order. In addition there are two required field trips during summer program and at least one trip must be related to STEM content. Also there is a requirement of 30 minutes of moderate to rigorous physical activity daily.</p>	
Signature: 	Date: 4/25/13

Alliance Academy
Summer 2013
Bell Schedule

Activity	Start Time	End Time
1st Period	8:30	9:30
<i>AM SNACK- break</i>	<i>9:30</i>	<i>9:45</i>
2nd Period	9:45	10:30
<i>Passing Time</i>	10:30	10:35
3rd Period	10:35	11:15
4th Period	11:15	12:00
Lunch	12:00	12:30
STEM	12:30	1:30
Physical Activity	1:30	2:00
Snack	2:00	2:15
Enrichment	2:15	3:15
Dismissal	3:15	N/A

**ALLIANCE SUMMER 2013
CALENDAR**

Staff Training Week

Friday, June 21, 2013 – Staff Work Day/Orientation (No students)

Program – Week 1

Monday, June 24, 2013 – Lesson 1

Tuesday, June 25, 2013 – Lesson 2

Wednesday, June 26, 2013 - Lesson 3

Thursday, June 27, 2013 – Lesson 4

Friday, June 28, 2013 – Lesson 5

Program – Week 2

Monday, July 1, 2013 – Lesson 6

Tuesday, July 2, 2013 – Lesson 7

Wednesday, July 3, 2013 – Lesson 8

Thursday, July 4, 2013 – Independence Day Holiday (School Closed)

Friday, July 5, 2013 – Field Trip

Program – Week 3

Monday, July 8, 2013 – Lesson 9

Tuesday, July 9, 2013 – Lesson 10

Wednesday, July 10, 2013 – Lesson 11

Thursday, July 11, 2013 – Lesson 12

Friday, July 12, 2013 – Lesson 13

Program – Week 4

Monday, July 15, 2013 – Lesson 14

Tuesday, July 16, 2013 – Lesson 15

Wednesday, July 17, 2013 – Lesson 16

Thursday, July 18, 2013 – Field Trip

Friday, July 19, 2013 – End of Summer Showcase & Celebration

2012-2013 Elementary/Middle School After School Program Budget

SUMMER BUDGET PLANNING SPREADSHEET

ELEMENTARY & MIDDLE SCHOOLS 6/20/12

Site Name	National Science Learning Foundation Funding	Programs (if Other School Applicable)	Other Local Agency Funds	Other	Other	Other
Alliance Academy		20000 Supplemental				
TOTAL GRANT AWARD	\$0	\$0	\$0	\$0	\$0	\$0
CENTRAL COSTS (INDIRECT, ADMIN, EVAL, PE, CUSTODIAL SUPPLIES)						
QUSD Indirect (4.26%)		\$0				
QUSD ASPO admin, evaluation, and training/technical assistance costs		\$0				
Custodial Staffing		\$0				
Custodial Supplies		\$0				
TOTAL SITE ALLOCATION	\$0	\$0				
CERTIFICATED PERSONNEL						
1120 Certified Teacher Extended Contracts	\$0	\$0				
Total certificated	\$0	\$0				
UNCLASSIFIED PERSONNEL						
2220 680						
Total classified	\$0	\$0	\$0	\$0	\$0	\$0
BENEFITS						
3000's Employee Benefits for Additional Time (20% of total salaries paid as extended contracts or overtime)						
3000's Employee Benefits for Salaried Employees (40%)						
3000's Lead Agency benefits (rate: 26 %)						
Total benefits	\$0	\$0	\$0	\$0	\$0	\$0
BOOKS AND SUPPLIES						
4310 (Enrichment) Supplies	\$800				\$0	\$0
5829 Field Trips	\$1,400				\$0	\$0
Transportation	\$3,000				\$0	\$0
Snacks	\$1,000					
4310 Incentives						
Total books and supplies	\$0	\$6,200	\$0	\$0	\$0	\$0
CONTRACTED SERVICES						
5825 Summer Site Coordinator	\$6,000					
5825 STEM Instructors	\$5,000					
5825 Enrichment Instructors						
5825 Training and Professional Development						
5825						
5825						
5825						
5825						
Total services	\$0	\$11,000	\$0	\$0	\$0	\$0
IN-KIND DIRECT SERVICES						
					\$0	\$0
					\$0	\$0
Total value of in-kind direct services					\$0	\$0

2012-2013 Elementary/Middle School After School Program Budget

LEAD AGENCY ADMINISTRATIVE COSTS							
	Lead Agency admin (10% max of total contracted dollars for private funds; 4% max for state funds)		\$1,908				\$0
SUBTOTALS							
	Subtotal DIRECT SERVICE	\$0	\$19,108	\$0	\$0	\$0	\$0
	Subtotal Administrative	\$0	\$1,908	\$0	\$0	\$0	\$0
TOTALS							
	Total budgeted per column	\$0	\$19,108	\$0	\$0	\$0	\$0
	Total BUDGETED	\$19,108		\$0	\$0	\$0	\$0

Required Signatures for Budget Approval: Date

Principal:	<i>Ashley Byrd</i>	<i>4/25/13</i>
Lead Agency:	<i>[Signature]</i>	<i>4/28/13</i>



Individual Service Agreement (ISA)

Amendment Routing Form

Basic Directions

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

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

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

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

VENDOR INFORMATION

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

BUDGET INFORMATION

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

SPSA ACTION ITEM NUMBER: _____ OR SPSA MODIFICATION DOCUMENTATION ATTACHED

RESOURCE #	RESOURCE NAME	ORG KEY	REQ. NUMBER	AMOUNT
9147	National Summer Learning Assoc.	9224871110	R0318417	\$19,180.00
				\$
				\$

Amount and Reason for Amendment

Original PO Number(s)	P1301199	Reason for Amendment to ISA (check appropriate box): <input type="checkbox"/> Increase in number of units (days, hours, etc) of service. I would like to purchase additional days or hours of the same type of service purchased with the original ISA. <input checked="" type="checkbox"/> Purchase additional type of service. In addition to the services contracted for in the original ISA, I would like to purchase another type of service from this vendor.
Original ISA Amount	\$ 117,984.00	
Amended ISA Amount	\$ 19,180.00	
New Total Contract Amount	\$ 137,164.00	

Approval and Routing (in order of approval steps)

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

1.	Site Administrator or Manager	Name	Cheryl Lana	Phone	(510) 639-2893	Fax	(510) 639-3387
	Site / Department	Alliance Academy					
	Signature	<i>Cheryl Lana</i>			Date Approved	5/1/13	
2.	Resource Manager , if using funds managed by: <input type="checkbox"/> State and Federal <input type="checkbox"/> Quality, Community, School Development <input checked="" type="checkbox"/> Complementary Learning / After School Programs						
	Signature	<i>Jeta McElmest</i>			Date Approved	4/26/13	
	Signature						
3.	Regional or Executive Officer						
	Signature	<i>Christus Sanchez</i>			Date Approved	4/26/13	
4.	Deputy Superintendent Instructional Leadership / Deputy Superintendent Business Operations						
	Signature	<i>Maria Santos</i>			Date Approved	5-6-13	
5.	Superintendent or Board of Education Signature on the legal contract						
Legal Required if not using standard contract		Approved	Denied - Reason		Date		
Procurement	Date Received	PO Number					



Board Office Use: Legislative File Info.	
File ID Number	12-2263
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OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

Memo

To Board of Education

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

Board Meeting Date
(To be completed by Procurement) August 22, 2012

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

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

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

Discussion
One paragraph summary of the scope of work. Approval by the Board of Education of an Individual Service Agreement to the Master Memorandum of Understanding (MMOU) between the District and Bay Area Community Resources, San Rafael, CA, for the latter to provide its Menu Option B- Lead Agency Unit for Arts, Recreation, Leadership and Family Literary activities in its capacity as a Comprehensive After School Program Lead Agency at Alliance Academy for the period of July 1, 2012 through August 31, 2013, in an amount not to exceed \$117,984.00, pursuant to the terms and conditions as specified in the MMOU.

Recommendation Approval by the Board of Education of an Individual Service Agreement to the Master Memorandum of Understanding between the District and Bay Area Community Resources for the latter to provide Arts, Recreation, Leadership and Family Literary activities in its capacity as a Comprehensive After School Program Lead Agency at Alliance Academy for the period July 1, 2012 through August 31, 2013.

Fiscal Impact Funding Resource: 6010/After School Education and Safety (ASES) Grant in an amount not to exceed \$117,984.00.

Attachments

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



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Enactment Date	8/22/12

ok

INDIVIDUAL SERVICE AGREEMENT (ISA) 2012-2013

MASTER MOU INFORMATION			
VENDOR NAME	Bay Area Community Resources		
VENDOR #	1001628	ENACTMENT #	12-1652
SITE / DEPT NAME	Alliance Academy	SITE #	224
OUSD STAFF CONTACT - EMAILS ABOUT THIS CONTRACT SHOULD BE SENT TO:		Cheryl.Lana@ousd.k12.ca.us	

ORDER MENU OF SERVICES (EXHIBIT A OF MASTER MOU) - SELECT DESIRED SERVICE				
SERVICE AND UNIT OF SERVICE (SEE EXHIBIT A OF MASTER MOU FOR A FULL DESCRIPTION OF SCOPE OF WORK AND MENU OF SERVICES)	GRADE LEVEL(S) SERVED	RATE PER UNIT	DESIRED UNITS	AMOUNT (DESIRED UNITS TIMES RATE PER UNIT)
B-Lead Agency Unit for Middle School	6-8	\$127,213.00	1	\$117,984.00
		\$		\$
		\$		\$
TOTAL AMOUNT				\$117,984.00
IF FEE DOES NOT EQUAL RATE PER UNIT MULTIPLIED 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.				

BUDGET INFORMATION					
REQUISITION NUMBER	R0302506	START DATE	07/01/2012	END DATE	08/31/2013
RESOURCE #	RESOURCE NAME	ORG KEY	AMOUNT		
6010	ASES	2241553401	\$117,984.00		
			\$		
			\$		

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

VENDOR	NAME	MARTIN WEINSTEIN	TITLE	CEO
SIGNATURE			DATE	7/10/12
OUSD SITE ADMINISTRATOR	NAME	CHERYL LANA	TITLE	PRINCIPAL
SIGNATURE			DATE	7/11/12

APPROVAL			
IF USING FUNDS REVIEWED BY STATE AND FEDERAL PROGRAMS OR Quality Community School Development SPSA ACTION ITEM NUMBER: _____ OR, SPSA MODIFICATION DOCUMENTATION ATTACHED			
RESOURCE MANAGER, if using funds managed by: <input type="checkbox"/> State and Federal <input type="checkbox"/> Quality Community School Development <input checked="" type="checkbox"/> After School Programs			
SIGNATURE		DATE	7-13-12
SIGNATURE		DATE	
NETWORK OR DEPARTMENT EXECUTIVE OFFICER			
SIGNATURE		DATE	7/16/12
PRESIDENT AND THE SECRETARY OF THE BOARD OF EDUCATION			
SIGNATURE		DATE	8/23/12
SIGNATURE		DATE	8/23/12



CERTIFICATE OF LIABILITY INSURANCE

OP ID: SG

DATE (MM/DD/YYYY)

06/29/12

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

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

PRODUCER Farallone Pacific Insurance Services, License # 0F84441 859 Diablo Avenue Novato, CA 94947 Peter C. Schmale, ext 121	415-493-2500 415-493-2505	CONTACT NAME: Sindy Graham PHONE (A/C No. Ext): 415-493-2166 FAX (A/C No): 415-493-2505 E-MAIL ADDRESS: sgraham@fp-ins.com PRODUCER CUSTOMER ID #: BAYAR-3
INSURED Bay Area Community Resources, 171 Carlos Drive San Rafael, CA 94903-2005	INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Indemnity Ins Co. INSURER B: New York Marine and General INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 32760

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL/SUBR INSR / WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Abuse Sublimit 1,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC	X	PHPK886325	07/01/12	07/01/13	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000		PHUB387667	07/01/12	07/01/13	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A					<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability		PHPK886325	07/01/12	07/01/13	Each 1,000,000 Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Oakland Unified School District is named as Additional Insured, per the attached endorsement

CERTIFICATE HOLDER**CANCELLATION**

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

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

AUTHORIZED REPRESENTATIVE

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POLICY NUMBER: * PHPK886325
Bay Area Community Resources, Inc.

COMMERCIAL GENERAL LIABILITY

EFFECTIVE: * July 1, 2012 - 2013

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED — CONTROLLING INTEREST

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization

Oakland Unified School District

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

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

OUSD After School Programs

of Education and Safety (ASES) and 21st Century Community Learning Center (21st CCLC) Grants

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

Site Information

Academy	Date: May 14, 2012
	Lead Agency Signature: 
Coordinator Name (if known at this time):	

School Alignment with Community School Strategic Site Plan (CSSSP)
Identify Priority areas of the school's CSSSP where this after school program is identified as a high leverage

and Literacy Across the Curriculum
Science, Technology, Engineering, and Mathematics (STEM)
Career Pathways Pre-K to 12
21st Century Workforce
Programs through Targeted Approaches
Time
(including Meaningful Student Engagement)
Attendance
Absence (Attendance)
Student Leadership
Parent Engagement
Instructional Practices

of the After School Program and intended impacts for participating students.

- achievement
- task completion
- decrease and decrease levels of suspensions
- student culture
- learned via student games/events/performances
- enrichment activities

Strategic Questions
At least two of the following four OUSD Strategic questions.

Strategic Question	Strategic Activities:	Outcomes of Strategic Activities:	Data used to assess the strategic activities:
What after school strategic activities will support the desired outcomes?	What short-term outcomes will you expect from your efforts by the end of the school year?	What data will be collected to measure these outcomes?	
How are they implemented?			
Monitoring	The ASP will review student attendance and compare to school day absence. Students will be acknowledged for regular attendance.	The ASP expects at least a 25% increase in school day and ASP attendance.	A quarterly attendance report will be collected and compared to the previous year.
Assess: Have they met the goal or not?	The ASP will host a Career Day in collaboration with the day staff. The ASP will create a youth internship program to increase college and career readiness.	The ASP culture will reflect college and career readiness. Students will be able to tie their new skills into college and career pathways.	Pre- and post-assessments/surveys, showcases.
How are they implemented?			

e			
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Model and Lead Agency Selection

Generate the following program model:
voluntary program open to all students, with enrollment priorities targeting certain students
Additional class periods added to the bell schedule during after school hours for students of a
parents of the school
inclusion of some extended day and some traditional after school programming

Criteria for Selection of Lead Agency

Lead Agency partner will support the school's plans for Full Service Community School development. (If the school is the lead agency, describe how the hired After School program will support the school's plans for FSCS development.)

The program extends far beyond keeping children safe. BACR believes in a safe and enjoyable environment where students can improve their academic and life skills. BACR incorporates principles and practices of youth development into all activities. Just as important, BACR views students and parents as customers, and believe it is their responsibility to understand and meet their needs. The program is consistent with the BACR mission of serving youth and families, building community. As a large, diverse agency, BACR has the organizational capacity and resources to provide high quality while expanding services.

OPERATIONAL REQUIREMENTS, PROGRAM DATES, AND PROGRAM SCHEDULE

To receive and meet minimum funding requirements, the after school program must commence immediately on a regular day and operate at least until 6pm on every regular school day for elementary and middle school students. The program is required to operate a minimum of 15 hours per week.

How many days will your program will operate during School Year 2012-2013: **180 days required***

How many days will your program will operate during School Year 2012-2013: 90 to low

Include an attachment, using the standard program schedule template.

lose for a maximum of 3 of these days during the school year for professional development.

a range of academic supports including:

Skill-Building 3) Homework Support 4) Tutoring

include computer lab, library exploration, project-based learning, coordination with SES tutoring.

aligned with school goals and support specific student achievement needs defined by the school.
sound instructional strategies aligned with the regular school day program.

Support ne)	CSSSP goal(s) or school need supported by activity	Measurable Outcomes	Description of program/activity	Instructional Strategies
ork g ilding nic	teachers, other ELT staff	All 6 th and 7 th grade students will receive over an hour of HW time, 4 days a week.	In groups of no more than 20 students will be supported by 1 to 2 adults towards homework success 4days per wk. 1.5hrs	Using the school day curriculum and homework description
ork J ilding nic	Tutor Works/Mentors Tutor Assistants	90% of participating students will achieve to the next level toward grade level or above.	Small groups of no more than 6 students will be guided through subject based standards 1 hr 2/3 days per week	Tutors will work with the students to develop basic literacy and math skills
ork g ilding nic	Universe Quest	20- 7 th and 8 th grade girls will participate	2 adults will teach astronomy based lessons, that include team building and small group work.	Computer based programs, outdoor experiments.
ork	Classroom Teachers	Students who are	Classroom teachers	10-15 students per

g ilding ic	will identify students.	below grade level or need additional academic support receive the help needed.	will support one half hour 4 days per week, students who, based on the CST need more focused attention	grade level will be assigned to a teacher trained in the Voyager method
ork ilding ic Intervntn	The ASP Coordinator will work closely with the attendance clerk.	Talk to and work with students who are having issues with attendance to clearly identify challenges.	Parents will be notified of chronic absenteeism from the ASP by a letter or phone call.	Small groups, peer tutoring, Individualized tutoring and support.

PHYSICAL ACTIVITY / RECREATION

Physical activity/recreation are required components of the ASES and 21st Century grants. Enrichment programs with the opportunity to apply their classroom learning in a real, hands-on way. Enrichment programs should creatively build skills that support students' success in school and in life. Enrichment activities include health and wellness, positive school climate, arts learning, and student engagement.

	CSSSP goal(s) or school need supported by activity	Brief Description	Targeted Skills	Measurable Outcome
fy)	After School staff hired through BACR/ASP Funds	All grades will learn basic information around exercise and healthy living. Students will develop organized sports skills—team building, sportsmanship, working collectively, and the importance of proper nutrition to sustainable output. Sports/fitness includes intramural sports and conditioning.	<input checked="" type="checkbox"/> Conflict Resolution <input checked="" type="checkbox"/> Social Skills <input checked="" type="checkbox"/> Leadership <input type="checkbox"/> Academic (specify) <input checked="" type="checkbox"/> Health/Fitness <input type="checkbox"/> Other (specify)	Get students involved in a healthy lifestyle so they will in turn make healthy living choices Reduce childhood obesity and other health problems, such as asthma and diabetes
		All grades will learn soil composition, food	<input type="checkbox"/> Conflict Resolution <input checked="" type="checkbox"/> Social Skills	Make healthy food choices

specify)		origins, sustainable living/eating, planting cycles, science, math, nutrition, insect life cycles and fertilizations, appropriate use of garden tools, and basic garden upkeep. They will develop a sense of community, pride and appreciation for their work.	<input type="checkbox"/> Leadership <input type="checkbox"/> Academic (specify) <input checked="" type="checkbox"/> Health/Fitness <input checked="" type="checkbox"/> Other (specify)	Increase healthy food choices for the family.
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ENGAGEMENT / FAMILY LITERACY

excellent context to foster parent involvement, connect families to the larger school community, and on related to the after school and regular school day programs. After school family engagement efforts school day efforts, and support school goals for family involvement. A variety of activities may be offered, trips, family celebrations, parent-and-child-together activities, parent leadership and volunteer

ed component of all 21st Century after school programs. Family literacy services support the educational needs, connect them to resources and services, and increase their ability to support their student's

SP goal(s) or school need supported activity	Brief Description	Measurable Outcome	Alignment with school day family engagement / family literacy efforts or resources
Students read and write at a minimum of 3rd-level proficiency.	Families will attend and participate in a variety of literacy related activities.	Number of students and families who attend, evaluations of event.	Reinforces literacy and math focus
Students perform mathematically at a minimum of 3rd-grade-level proficiency.	Families will attend and participate in a variety of science-related activities.	Number of students and families who attend	Reinforces literacy and math focus
Students read and write at a minimum of 3rd-level proficiency; students perform mathematically at a minimum of 3rd-grade-level proficiency.	Families will attend two conferences a year where the student leads the family through a discussion of their academic work and progress.	Number of students and families who attend	Reinforces literacy, math, and community focus

ents show off end of projects to their nts in an informal ering	All students and families are invited to the presentation of a final music performance.	Number of students and families who attend	Reinforces community focus
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Absence Action Plan

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

On school day, after school programs can play an important role in supporting student attendance by doing good attendance, informing parents about the importance of attendance, uncovering what challenges are causing that cause them to miss school, regularly monitoring student attendance data, contacting families to find out why they were missed at school, etc., in addition to providing meaningful after school learning experiences that help students succeed and coming.

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

Goal to Support Attendance	Action Steps
Address the needs of students who are at risk of chronic absenteeism.	Talk with students about the importance of regular attendance. Host an awards ceremony celebrating attendance.
Reinforce the importance of attendance and help each other get their students to school.	Inform parents during orientation of attendance expectations, distribute registration form that outlines importance of attendance, notify parents when students are chronically absent, place students with excessive absences on contract.
Improve program attendance and monitor why and how attendance could be improved.	Monitor attendance (work w/ attendance to gather names of chronically absent from school day, compare day attendance with afterschool).
Recognize good attendance and/or offer meaningful incentives to reward students for attending our programs.	Hold award ceremony to celebrate good attendance. Pizza parties for sports teams to recognize consistent attendance.

Coordination with Other Service Providers

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

Coordinator or Director will actively COST team (Coordination of Services Team)

<p>the following school group(s), in parent between after school and</p>	<p><input checked="" type="checkbox"/> SST (Student Study Team) <input checked="" type="checkbox"/> SSC (School Site Council) <input checked="" type="checkbox"/> ELT (Educational Leadership Team) <input type="checkbox"/> PTA <input checked="" type="checkbox"/> Attendance Team/Workgroup <input checked="" type="checkbox"/> CSSSP (Community School Strategic Site Planning) team <input checked="" type="checkbox"/> School Culture/Climate Committee <input type="checkbox"/> Other (specify)</p>
<p>partners whom you will actively accomplish the goals of your program.</p>	<p>ASP will Collaborate and Coordinate services with Oakland Success Office, OUSD, Public Profit, City of Oakland, OFCY, Girls, Inc., ProArts, Graffiti Arts, Girl Scouts of Northern CA, Destiny Arts</p>
<p>providers and support personnel at psychologist, School Based Health mental health therapist, school c.) whom you will actively accomplish the goals of your program.</p>	<p>School Based Mental Health Team, Parent Liaison, Attendance Clerk, SSO, Community Schools Coordinator, Health Clinic</p>

2012-13 After School Enrollment Policy for Alliance Academy School

strict-wide guidelines for Target Population and Enrollment in ASES and 21st Century After School guidelines, each school will create a site-specific After School Enrollment Policy that will be made public to through the following methods:

will be included in After School Enrollment Packet and program materials.

will be discussed at after school parent orientation/meetings.

will be shared with school faculty.

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

Population(s)	Specific Data to Inform Selection of Program Participants	(High School Only) Indicate if participation is <i>Optional</i> or <i>Mandatory</i> for each target population
Economic support	School referrals, parent request (SES).	
Ethnically diverse backgrounds	Application, school referrals, and knowledge of family history.	
Chronic absences	School referrals and knowledge of family history.	
Parentally engaged	Application, school referrals, parent request, and knowledge of family history.	
	School referrals and knowledge of family history.	
Homeless program	Knowledge of family history.	
	Monitor attendance (work w/ attendance to gather names of chronically absent from school day, compare day attendance with afterschool).	

for programming: 6th – 8th

¹ CCLC grants require that programs are open to all students of the school, if space remains after outreach efforts. (For example, if program slots remain open after you have reached out to fill slots with target population, then by law, you must accept a kindergarten family that desires program services, even if your program serves 1-5.)

School programs are heterogeneous and include several target populations.

y utilize a first come-first serve process for enrolling students; sites should establish priorities for

needed to help close the achievement gap by serving a variety of students with academic and other needs. USD'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. (collaborate with school site leadership to obtain student attendance data.) All adequate numbers of students to meet CDE attendance targets.

Timeline: (Summarize your enrollment timeline below. Describe how your school will identify and recruit for 2012-13 enrollment before the last day of school, June 30, 2012. Indicate how families will be notified of 2012-13 enrollment before the last day of school, June 30, 2012.)

After School Enrollment Steps/Process	Individual(s) responsible
Distribute Flyers to ASP parents, teachers, and post in school office	Site Coordinator
Outreach to parents, teachers, community re: open enrollment and target population	Site Coordinator
Publicize in PTA Newsletter, School Newsletter, ASP Newsletter	Site Coordinator with: PTA, Principal
Publicize at teacher mtgs, PDs, SSC Mtgs, COST Mtgs, etc.	Site Coordinator
Host 1 st Parent Orientations & Distribute Applications	Site Coordinator
Host 2 nd Parent Orientations & Distribute Applications	Site Coordinator (s) & Program Assistant
Review Applications and interview parents if needed	Site Coordinator
Talk with Teachers/administrators/parents to gain additional demographic information to assess student needs	Site Coordinator with: Teachers, Principal, Parent, Academic Liaison, Counselor, Resource Specialist
Send Acceptance and Denial Letters for 2012-2013 year	Site Coordinator & Program Assistant

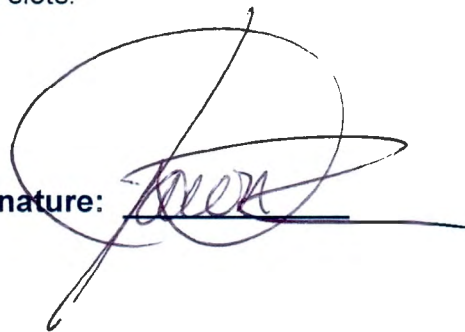
Include in your timeline:

2012-13 enrollment for 2012-13 programs. **Schools that are receiving students from School Closures must notify these new families in the Spring, so that they also have a fair chance to participate in the After School Programs at their new school.**

tified of 2012-13 after school enrollment before the last day of school, June 15, 2012.
ams begin on 1st Day of school, with enrollment at a minimum 75% capacity.
er: New school year enrollment of families for remaining program slots.
n slots will be filled by September 30, 2012.
maintain waitlists after program slots are filled.

Cyl Han

Lead Agency Signature:



Assurances for Grant Compliance and After School Alignment with School Day

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

Agency	2012 – 13 Assurances for Grant Compliance and After School Alignment with School Day
)	Site Administrator and Lead Agency Director/Site Coordinator have reviewed the CA Dept of Education's ASES and/or 21 st Century Grant Assurances, and understand mandated grant compliance elements.
	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.
	Site Administrator will meet regularly with Site Coordinator to ensure program is meeting identified goals.
	Site will share student outcome data to better refine program (Attendance data, EduSoft, Report Cards, IEP's, etc).
	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.
	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.
	Site will invite Site Coordinator to participate on SSC, COST, SST, and CSSSP team to ensure coordination of services.
	Site will coordinate the use of facilities and site level resources in support of program goals.
)	Site will provide Site Coordinator with office space that includes access to internet and phone.

Cyl Han

Lead Agency Signature: _____

ASES and 21st CCLC After School Programs
2012-2013

After School Safety and Emergency Planning for 2012-13

Emergency Planning

Emergency Plan that incorporates the After School Program?

Plans to ensure student and staff safety should an incident of violence or other crisis/emergency occur on campus during after school hours:

The site will provide after school staff on safety procedures, including lockdown procedures and drills for crisis response. The After School Staff will be involved in two practice emergency drills to support the school's overall crisis response and given the emergency protocol.

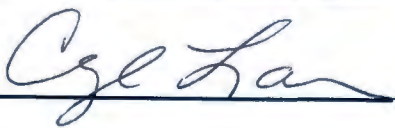
The coordinator have reviewed the *OUSD After School Emergency/Crisis 1st Level Response*

Program have access to facility keys for all areas where after school programming occurs?

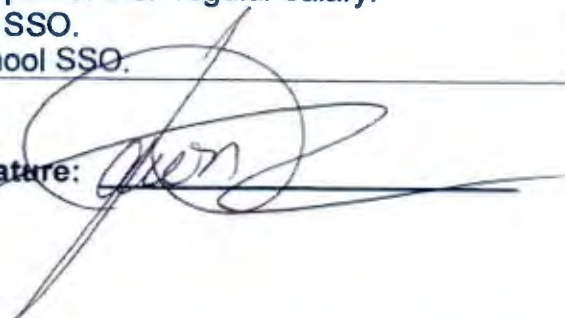
School campus will be secured if crisis should occur during after school hours and if lockdown is

one)

SSO who can accommodate after school related work as part of their regular salary. If not, additional time/Over time (ET/OT) to accommodate an after school SSO. If not, does the school have the resources to have an after school SSO.

Signature: 

Lead Agency Signature:



2012-2013 Elementary/Middle School After School Program Budget

AFTER SCHOOL BUDGET PLANNING SPREADSHEET

ELEMENTARY & MIDDLE SCHOOLS v4 06 18 2012

Site Name: Alliance Academy							
Site #: 224							
Average # of students to be served daily (ADA):	%						
TOTAL GRANT AWARD		\$150,000		\$60,089	\$0	\$0	\$0

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

OU SD Indirect (4.25%)		\$6,115					
OU SD ASPO admin, evaluation, and training/technical assistance costs		\$9,413					
Custodial Staffing		\$4,935					
Custodial Supplies		\$672					

TOTAL SITE ALLOCATION		\$128,864					
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CERTIFICATED PERSONNEL

1120 Academic Liaison REQUIRED		\$0				\$0	
1120 Certificated Teacher Extended Contracts		\$0				\$0	
						\$0	
Total certificated		\$0				\$0	

CLASSIFIED PERSONNEL

2205 Site Coordinator (list here, if district employee)		\$0	\$0	\$0		\$0	\$0
2220 SSO		\$7,400				\$0	
		\$0					
Total classified		\$7,400	\$0	\$0		\$0	\$0

BENEFITS

3000's Employee Benefits for Additional Time (20% of total salaries paid as extended contracts or overtime)		\$1,480					
3000's Employee Benefits for Salaried Employees (40%)		\$0					
3000's Lead Agency benefits (rate: 25 %)			\$0	\$0			
Total benefits		\$1,480	\$0	\$0		\$0	\$0

BOOKS AND SUPPLIES

4310 Supplies (OU SD only, except for Summer Supplemental)		\$0		\$1,750		\$0	\$0
4310 Curriculum (OU SD only)		\$0				\$0	\$0
5829 Field Trips		\$0				\$0	\$0
4420 Telephone/Internet Communications				\$600		\$0	\$0
Trainings (\$150 (5 Trainings) +\$150 (SI) = \$300. BACR will cover trainings @ \$500)				\$300			\$500
Travel				\$150			
Total books and supplies		\$0	\$0	\$2,800		\$0	\$500

CONTRACTED SERVICES

5825 Site Coordinator (list here if CBO staff)		\$0	\$0			\$65,000	
5825 Girls, Inc			\$8,000				
5825 Girls Scouts (Girls Go Tech 101)			\$0	\$5,000			
5825 Wrestling (Dominic Leon) \$12,000 - 16 hrs/wk x 36 wks @ 50%/site = \$6,000		\$2,000	\$4,000				
5825 Soccer Coach (Anibal Abrego) \$24,000 - 12 hrs/wk x 36 wks @ 50%/site = \$12,000 (ECP @ \$10,000)			\$10,000				
5825 Library (Clarence Holmes) \$44,000 - \$22k/site (ECP @ \$17,500 from ASES/OFCY)			\$2,904	\$19,096			
5825 Music Consultant/Instructor \$90,000 - @ 20 hrs/wk x 36 wks @ 50%/site = \$45,000		\$0	\$42,000	\$796		\$2,204	
5825 Pro Arts (16 hrs/wk x 36 wks @ \$25,500 @ 50%/site = 12,500)			\$7,500	\$5,000		\$0	

2012-2013 Elementary/Middle School After School Program Budget

5825	Parent Liaison (Maria Sanchez) - 40 hrs/wk x 36 wks = \$22,400 + \$5,600 (Fringe) = \$28,000			\$11,918	\$15,650			
5825	Sports Coach (Jorge Gonzalez) - \$35,200 + \$8,800 (Fringe) = \$44,000 @ 50%/site = \$22,000			\$20,366	\$1,634			
5825	Graffiti Arts (Leslie Lopez) - \$14k @ 50% per site = \$7,000			\$7,000				
5825	Destiny Arts (2x/wk @ 1hr/ day x 36 wk) @ \$9,000					\$9,000		
5825	BACR Program Manager @ 50%/site = \$3,875 + 968.75 (Fringe) = \$4,843.75				\$4,484			
	Personnel Off-Site (East Bay Director (\$2,647) and Admin Support (\$1,471))						\$4,118	
5825	Volunteer Coordinator (2.9% FTE per site - \$764)						\$764	
	Total services		\$2,000	\$113,688	\$51,659	\$0	\$76,204	\$4,882

IN-KIND DIRECT SERVICES

	Girls, Inc.					\$0	\$2,553	
	1 Volunteer - \$13/hr X 15 hours each year = \$195)					\$0	\$195	
	Total value of in-kind direct services					\$0	\$0	\$2,748

LEAD AGENCY ADMINISTRATIVE COSTS

	Lead Agency admin (4% max of total contracted \$)			\$4,296	\$5,629		\$0
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SUBTOTALS

	Subtotals DIRECT SERVICE		\$13,811	\$113,688	\$54,459	\$0	\$76,204	\$8,130
	Subtotals Admin/Indirect		\$18,204	\$4,296	\$5,629	\$0		\$0



TOTALS

	Total budgeted per column		\$32,016	\$117,984	\$60,089	\$0	\$76,204	\$8,130
	Total BUDGETED	100	\$150,000		\$60,089	\$0	\$76,204	\$8,130
	BALANCE remaining to allocate		\$0		\$0			
	TOTAL GRANT AWARD/ALLOCATION TO SITE		\$150,000		\$60,089			

ASES MATCH REQUIREMENT:

ASES requires a 3:1 match for every grant award dollar awarded.	
Total Match amount required for this grant:	50,000
Facilities count toward 25% of this match requirement:	12,500
Remaining match amount required:	37,500
Match should be met by combined OFCY funds, other site funds, private dollars, and in-kind resources. This total equals:	60,089
Total Match amount left to meet:	-22,589

Required Signatures for Budget Approval:

Principal:	
Lead Agency:	

**ALLIANCE ACADEMY MIDDLE SCHOOL
AFTER SCHOOL PROGRAM SCHEDULE**

2012-2013

Time	Monday	Tuesday	Wednesday	Thursday	Friday
12:30-1:00			6th -8th Grade Lunch		
1:00-3:00				6 th , 7 th , & 8 th Music, Arts/ Crafts, Dance,	
3:00-3:45	ELT Academic*	ELT Academic*	Enrichment/Recreational Activities	ELT Academic*	ELT Academic*
3:45-5:45	Boxing, Games, Life Skills, Softball, Gardening, Spanish for Spanish Speakers, Universe Quest Art Music Soccer, Girls Inc, Golf, Wrestling	Boxing, Games, Life Skills, Softball, Gardening Spanish for Spanish Speakers, Art Music Soccer, Girls Inc, Golf, Wrestling		Boxing, Games, Life Skills, Softball, Gardening Spanish for Spanish Speakers, Universe Quest Art Music Soccer, Girls Inc, Golf, Wrestling	Boxing, Games, Life Skills, Softball, Gardening Spanish for Spanish Speakers, 8 th Grade Boys Basketball, Soccer, Golf, Wrestling
5:45-6:00	Structured Reflection & Closing Activities				

*ELT Academics include homework support, organization, and academic intervention

**Academic intervention, homework support and snack time are embedded in all enrichment courses.

Bay Area Community Resources After School Programs

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

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

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

OUR VALUES

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

PROGRAM MODEL

Academic Assistance

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

Enrichment

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

Recreation

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

Showcases

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

EVIDENCE OF OUTCOMES

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

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

Recent Oakland elementary school surveys showed positive outcomes:

Students

Program Runs Effectively

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

Benefits from Participating

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

Parents

Program Runs Effectively

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

Benefits from Child Participating

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

ADVANTAGES FOR PARTNER SCHOOLS

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

BACR AS A FISCAL SPONSOR

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

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

CONTACT US

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

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

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

Visit our website: www.bacr.org

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



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

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

TO: Board of Education

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

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

ACTION REQUESTED

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

BACKGROUND

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

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



DISCUSSION

Vendor: Bay Area Community Resources

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

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

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

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

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

FISCAL IMPACT

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



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

RECOMMENDATION

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

ATTACHMENTS: Master MOU

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



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

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

1. INTENT

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

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

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

2. TERMS AND CONDITIONS

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

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

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

3. ADMINISTRATION OF MASTER MOU.

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

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

- 3.2 Notices to CONTRACTOR shall be addressed as indicated:

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

4. AREAS OF AUTHORITY

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

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

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

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

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

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

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

5. CONDUCT OF CONTRACTOR.

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

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

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

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

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

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

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

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

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

6. SCOPE OF WORK.

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

7. INVOICING.

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

I personally reviewed this invoice dated _____.

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

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

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

8. INDEMNIFICATION

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

9. INSURANCE

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

a) **COMMERCIAL GENERAL LIABILITY** insurance which shall include contractual, products and completed operations, corporal punishment and sexual misconduct and harassment coverage,

and bodily injury and property damage liability insurance with combined single limits of not less than \$1,000,000 per occurrence.

- b) **WORKERS COMPENSATION** insurance, as required by the California Labor Code, with not less than the statutory limits.
- c) **PROPERTY AND FIRE** insurance shall provide to protect: Real Property, against risk of direct loss, commonly known as Special Form and Fire Legal Liability, to protect against liability for portions of premises leased or rented; Business Personal Property, to protect on a Broad Form, named peril bases, for all furniture, equipment and supplies of CONTRACTOR. If any District property is leased, rented or borrowed, it shall also be insured the same as real property.


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

ADDITIONAL ADDENDUM(S) ATTACHED

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

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

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



CONTRACTOR

Date: 5/11/2012



President, Board of Education
Oakland Unified School District

Date: 6/28/12



Secretary, Board of Education
Oakland Unified School District

Date: 6/28/12

Bay Area Community Resources Contract Amounts 2012-2013

rev.4.28.12

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

Bay Area Community Resources Contract Amounts 2012-2013

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

Units of Service for Lead Agency: Bay Area Community Resources

Lead Agency Unit of Service for Elementary/Middle Schools

After School Services include:

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

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

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

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

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

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

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

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

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

Lead Agency Unit of Service for High Schools

Description of Services:

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

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

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

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

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

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

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

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

Lead agency unit of service includes programmatic and operational costs.

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

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

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

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

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

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

Other Specialized Services

Option E: Youth Leadership and Career Exploration

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

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

Option F: Specialized CAHSEE preparation

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

Cost: \$5,720

Option G: Specialized Title 1 Services

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

Cost: \$12,000

Option H: Parent workshops

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

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

Option I: Farmers Market Services

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

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

Option J: Physical Fitness

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

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

Option K: Visual or Performing Arts

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

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

Option L: Health & Nutrition

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

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

BACR Mental Health Services

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

Cost: \$9,000 per year

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

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

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

BACR Summer Programming

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

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

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

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

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

Cost: \$17,400

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

services to promote conflict resolution and positive program climate.

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

Cost: \$21,750

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

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

2b. School opting to provide a portion of Equitable Access services with own staffing and resources.

2c. School providing own supplies to support family literacy or equitable access services.

2d. School partnering with other providers to provide a portion of family literacy or equitable access services.



CERTIFICATE OF LIABILITY INSURANCE

OF ID: SG

DATE (MM/DD/YYYY)

07/05/11

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

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

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

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

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

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

CERTIFICATE HOLDER

CANCELLATION

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

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

AUTHORIZED REPRESENTATIVE

Amey Graham

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

COMMERCIAL GENERAL LIABILITY

EFFECTIVE: * July 1, 2011 - 2012

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED — CONTROLLING INTEREST

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization

Oakland Unified School District

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

1. WHO IS INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule but only with respect to liability arising out of:
 - a. Their financial control of you; or

- b. Premises they own, maintain or control while you lease or occupy these premises.
2. This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

Firm, Entity, or
as

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Your search returned no results.