Board Office Use: Le	gislative File Info.
File ID Number	13-1716
Introduction Date	8/28/13
Enactment Number	13-1747 .
Enactment Date	8-28-1301



Community Schools, Thriving Students

Memo

Board of Education

From

Gary Yee, Ed.D., Superintendent

By: Maria Santos, Deputy Superintendent, Instruction, Leadership & Equity-in-Action

Vernon Hal, Deputy Superintendent, Business & Operations

Board Meeting Date

(To be completed by Procurement)

August 28, 2013

Subject

Individual Service Agreement - Master Memorandum of Understanding - Bay Area

Community Resources (contractor) - 114/Global Family School (site)

Action Requested

Approval of the Individual Service Agreement to the Master Memorandum of

Understanding (MOU) between District and Bay Area Community Resources, for services

to be provided primarily to 114/Global Family School.

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 26, 2013 (Enactment number 13-1213).

Discussion One paragraph summary of the scope of work.

Approval by the Board of Education of an Individual Service Agreement to the Master Memorandum of Understanding (MOU) between the District and Bay Area Community Resources, San Rafael, CA, for the latter to provide their Menu Option A-Lead Agency Unit for Arts, Recreation, Leadership and Family Literary activities in its capacity as a Comprehensive After School Program Lead Agency at Global Family School for the period of July 1, 2013 through August 22, 2014, in an amount not to exceed \$85,799.00, pursuant to the terms and conditions as specified in the MOU.

Recommendation

Approval by the Board of Education of an Individual Service Agreement to the Master Memorandum of Understanding (MOU) between the District and Bay Area Community Resources for the latter to provide Arts, Recreation, Leadership and Family Literary activities in its capacity as a Comprehensive After School Program Lead Agency at Global Family School for the period July 1, 2013 through August 22, 2014.

Fiscal Impact

Funding Resource: 6010/After School Education and Safety (ASES) Grant in an amount not to exceed \$85,799.00.

Attachments

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

Board Office Use: Legislative File Info.						
File ID Number	13-1716					
Introduction Date	8/28/13					
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MASTER MOU IN			4		這樣	
VENDOR NAME	Bay Area Commun	ity Resources				
VENDOR #	1001628			ENAC	CTMENT#	13-1213
SITE / DEPT NA	ME Global Family Scho	ool		S	ITE#	114
OUSD STAFF CONTA	ACT - EMAILS ABOUT THIS CONTRA	ACT SHOULD BE SE	ENT TO:	Reyna.	Diaz@ous	d.k12.ca.us
ORDER MENU OF	SERVICES (EXHIBIT A OF	MASTER MO	0U) – S	ELECT	DESIRED S	SERVICE
	IT OF SERVICE (SEE EXHIBIT	GRADE	RATE		DESIRED	
	A FULL DESCRIPTION OF SCOPE OF	LEVEL(S)	UNIT		UNITS	(DESIRED UNITS TIMES RATE PER UNIT)
		SERVED				
A-Lead Agency Unit for	Elementary	K-5	\$ 94358	<u> </u>	1	\$85,799
			\$			\$
		<u> </u>	\$	Tot	L AMOUI	T
IF FFF DOES NOT FO	QUAL RATE PER UNIT MULTIF	PLED BY DESIR	ED UNITS			
	utilize own teachers to provide					1
cost above. 1d. Scho	ol opting to fund School Safety					
environment.						
BUDGET INFORMA	TION					
REQUISITION NUM	101000	START DATE	July 1,	2013	END	DATE August 22, 2014
RESOURCE #	RESOURCE NAME		Org K	ΈΥ /		Amount
6010	ASES		1141553			
						\$
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VENDOR	NAME MARTIN WEINS			T_E CE	SCHOOL STATE OF THE PERSONS ASSESSED.	CONTRACTOR CONTRACTOR
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	AGER, if using funds managed by: [Quality Community School	al Development	After 9	School Pr	oarams	
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	TE SECKE LARY OF LIFE BOX	AND OF DOOL	A HON		DATE	6.20-12
SIGNATURE	(CA)	10 81	10		DATE	
SIGNATURE		J. //	4		DATE	8-29-13
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AFTER SCHOOL BUDGET PLANNING SPREADSHEET **ELEMENTARY & MIDDLE SCHOOLS** 04.2013 **Program** Fees (if Site Other Lead **OFCY** Name: Global Family ASES applicable) **Agency Funds** Site #: 114 Resource 6010 Program 1553 OUSD Lead Agency Average # of students to be served daily (ADA): 83 % Grantee: Lead Agency Lead Agency TOTAL GRANT AWARD \$112,500 \$67,000 \$0 \$0 \$0 CENTRAL COSTS: INDIRECT, ADMIN, EVAL, PD, CUSTODIAL, SUPPLIES OUSD Indirect (5%) \$5,357 OUSD ASPO admin, evaluation, and training/technical \$7,009 assistance costs Custodial Staffing and Supplies at 3,17% \$3,174 TOTAL SITE ALLOCATION \$96,959 CERTIFICATED PERSONNEL Academic Liaison/Quality Support Coach (Sandoval) \$3,500 REQUIRED 1120 1 Certificated Teacher Extended Contract (Mr. S): 1120 (\$23.16hr X 4hrs/wk X 32wks = \$2,964) \$3,000 50 1 Certificated Teacher Extended Contract Specialized Enrichment (Art) Instructor: (\$23.16hr X 2hrs/wk X 28 wks = \$,1297) \$1,300 \$0 Total certificated \$7,800 \$0 CLASSIFIED PERSONNEL \$0 \$0 2205 Site Coordinator (list here, if district employee) \$0 \$0 2220 SSO \$0 Total classified \$0 \$0 \$0 \$0 \$0 BENEFITS Employee Benefits for Additional Time (20% of total 3000's salaries paid as extended contracts or overtime) \$1,560 Employee Benefits for Salaried Employees (40%) \$624 Lead Agency benefits (rate: 25 %) \$0 Total benefits \$0 \$2,184 \$0 \$0 \$0 **BOOKS AND SUPPLIES** Supplies (OUSD only, except for Summer \$5,605 \$0 4310 \$0 \$0 Supplemental) 4310 Curriculum (OUSD only) \$0 \$0 \$0 \$0 \$1,500 \$0 \$0 \$0 Youth Volunteer Incentives \$0 \$1,000 \$0 Academic Consultant: Class Room Management and Lesson Planning) \$300 BACR Communication \$1,400 \$150 Transportation Total books and supplies \$9,955.00 \$0 CONTRACTED SERVICES BACR Site Coordinator (Ana Martinez): \$44,000 total salary, only 10 months from ASES. Fringe @ 25% = \$11,000. Total salary + fringe = \$55,000 5825 \$0 \$36,670 \$18,330 BACR Program Manager (Professional Development, Training, Coaching, Staff Observations, general feedback for program quality): 13% of \$60,000; fringe @ 25% = \$7,750. Total with fringe = \$9,688 5825 \$9,688 \$0 Program Assistant (Luis Rosas): \$16/hr x 27hrs/wk x 5825 37wks = \$15,984+ 25% fringe = \$19,980 \$18,731 \$1,249 After School Instructor (Mary Ann Alvarado): \$13.50/hr x 22hr/wk x 37wks = \$10,989 + \$25%

\$13,736

fringe = \$13,736

2012-2013 Elementary/Middle School After School Program Budget

	fter School Instructor (Cynthia Gutierrez) : 13.50/hr x 22hr/wk x 37wks = \$10,989 + \$25%							
	inge = \$13,736			\$13,736				
Ai	mericorps: 1 full-time member at \$14,000 (with a							
	4,000 match from National Service)	-			\$14,000			\$14,000
	pecialized Enrichment Instructor: \$20/hr x 3hrs/wk x 8wks = \$1,680 + 25% fringe = \$2,100			\$1,086	\$1,014			
5825 AI	LICE Arts (2hrs/wk x 15wks = \$6,000)				\$6,000			
5825 S	ubcontractor TBD (2hrs/wk x 15wks= \$6,000)				\$6,000			
5825 B/	ACR Volunteer Coordinator				\$764		\$0	
5825								
To	otal services		\$0	\$83,959	\$57,045	\$0	\$0	\$14,000
IN-KIND DIRE	ECT SERVICES							
	LICE performances, orientation, showcase for udent registration						\$0	\$1,020
BA	ACR East Bay Director							\$2,647
B	ACR Administrative Assistant		200					\$1,471
	onsultant. Class Room Management and Lesson lanning)							\$500
	olunteer Time: 4 Volunteers per year valued at \$13/hr 68 hours per year = \$884					so	\$0	\$884
LEAD AGEN	NCY ADMINISTRATIVE COSTS							
	ead Agency admin (4% max of total contracted \$)			\$3,016.52	\$0			\$0
SUBTOTAL								
S	ubtotals DIRECT SERVICE	85	\$11,666	\$83,959	\$67,000	\$0	50	\$20,522
Sı	ubtotals Admin/Indirect	15	\$13,858	\$3,017	so	\$0	0	\$0
TOTALS			\$ 10,000	90,011	**	4.0		**
To	otal budgeted per column		\$25,525	\$86,976	\$67,000	\$0	\$0	\$20,522
То	otal BUDGETED	100	\$112,	500	\$67,000	\$0	\$0	\$20,522
В	ALANCE remaining to allocate		\$0)	\$0			
	OTAL GRANT AWARD/ALLOCATION TO SITE		\$112,	500	\$67,000			
	CH REQUIREMENT: les a 3:1 match for every grant award dollar				\$0.00			
Total Match	amount required for this grant:		37,500					
Facilities cou	unt toward 25% of this match requirement:		9,375					
Remaining m	natch amount required:	28,125						
funds, private	d be met by combined OFCY funds, other site e dollars, and in-kind resources. This total		67,000					
equals:	amount left to mast	-	67,000					
Total Match	amount left to meet:		-38,875					

Principal: Principal: 5/92/2013

Lead Agency: 1/2/Ma

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

ASES and 21 st CCLC After School Program Plan Elementary & Middle Schools 2013 - 2014						
SECTION 1: School Site Information						
School Site: Global Family	Date: 5/21/13					
Principal Signature: Plyna Oca	Lead Agency Signature: Wa Wa					
After School Site Coordinator Name (it known at the	7					
SECTION 2: After School Alignment with Commonweal Mark the following Strategic Priority areas of the school strategy.	nunity School Strategic Site Plan (CSSSP) 's CSSSP where this after school program is identified as a high leverage					
Balanced Literacy and Literacy Across the Cur Science, Technology, Engineering, and Mather Transitions and Pathways Pre-K to 12 College, Career and Workforce Accelerating Students through Targeted Approximately Extended Learning Time School Culture (including Meaningful Student Beauth and Wellness Interrupting Chronic Absence (Attendance) Building Capacity and Leadership Family and Student Engagement Strategic Operational Practices	matics (STEM) paches					

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

- Continue our focus on Literacy through a strong partnership with the school day. Our Academic Liaisons will
 continue to provide support through observations and professional development. We will continue to work
 closely with them and our Principal, Ms. Diaz, to use design skill building activities that support literacy.
- 2. Continue to focus on leadership development for all of our participants. We have increased engagement and interaction in our SAPQA scores by providing more opportunities for student voice, choice, and general leadership roles and we will strive towards improving our team and evaluation scores.
- 3. High School preparation and College readiness (activities that lead students in writing and discussing their life objectives and exposure to college graduates, and exploring their obstacles to reach their goals and general visioning of their future).
- 4. Continue to strengthen our Science and Wellness activities. We have participated in OUSD lead Professional Learning Communities (PLC), attend trainings and dedicate a significant portion of our program activities to these areas. We also plan to run science activities in the summer school program. These experiences will continue to strengthen our Science and Wellness activities; we will seek more resources to support our development in these areas.

SECTION 3: OUSD Strategic Questions Complete the matrix for at least two of the following four OUSD Strategic questions.							
Strategic Questions/Desired Outcomes As a result of our ASP efforts	Strategic Activities What after school strategic activities will support the desired outcomes?	Outcomes of Strategic Activities What short-term outcomes will you expect from your efforts by the end of the school year?	Data used to assess the strategic activities What data will be collected to measure these outcomes?				
High School Graduation: How many more Oakland children are graduating from high school?	The Golden Eagles program supports high school graduation by providing activities that strengthen academic skills. Positive school climate is also	All students will participate in structured guided practice in both homework and academic skill building activities on a weekly basis.	CST scores and other academic benchmarks will be shared by the school day to track academic progress. Feedback from school day				

	supported through family engagement, and strong partnership with school day staff and faculty. Enrichment activities provide opportunities for leadership and self-reflection, which are essential in planning for the future.	Students will also participate in an array of enrichment activities which will provide leadership opportunities and critical thinking skills that will be reinforced through daily reflection.	staff/faculty will also be used to track behavior progress.
Satisfactory School Day Attendance: How many more Oakland children are attending school 95% or more?	Our program gives public recognition and awards for students with good attendance and helps to promote good attendance behavior by communicating with parents regularly. Our parent workshops teach parents about the importance of attendance and other positive behaviors. Our staff also supports school day efforts by communicating with families whose children are at risk of becoming chronically absent.	Good attendance will be encouraged and maintained through close communication with school day and families. All participants' families are required to attend our information night which informs families about attendance policies and reinforces the importance of good attendance in both ASP and school day. Intervention will be provided for students who show patterns of chronic absenteeism through direct communication with our staff.	School day will share attendance data with after school and this data will be compared to note any possible patterns of attendance behavior.
Job Skills/Career readiness: How many more students have meaningful internships and/or paying jobs?	Our team building activities reinforce life skills such as conflict resolution and ability to work well with others on projects. These skill sets support our student's future success in the work place. Our 4 th and 5 th graders also participate in leadership activities on a weekly basis which include presentations to other students, manage student store and exposure to community speakers who share their experience of their career.	Students will be given opportunities for goal setting, leadership roles, and working collaboratively with their fellow students.	Data will come from daily reflection, and feedback from school staff/faculty.
Health and Well-being: How many more Oakland children have access to, and use, the health services they need?	Our health and wellness activities are very strong. Our cooking/nutrition and sports/recreation classes focus on	We are working closely with school day to continue to provide as much healthy food as possible, healthy cooking	Focus groups are typically done at the end of the school year for data in this area.

student's health and wellness, but other enrichment activities also incorporate a wellness theme. Art classes include activities on proper nutrition, etc. We also work closely with the school day to provide additional resources for healthy snacks and have access to the school cooking cart for demonstrations of healthy cooking.

demonstrations, workshops for parents on nutrition and plenty of opportunities for physical activity. We will continue with these efforts.

SECTION 4: Program Model and Lead Agency Selection

For 2013-2014, my site will operate the following program model:

√ Traditional After School: voluntary program open to all students, with enrollment priorities targeting certain students

□ Extended School Day: additional class periods added to the bell schedule during after school hours for students of a particular grade and/or all students of the school

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

Description and Rationale for Selection of Lead Agency

Describe how the selected Lead Agency partner will support the school's plans for Full Service Community School development.

Bay Area Community Resources (BACR) is a 501(c) (3) non-profit agency, founded in 1976, that delivers youth and family services in seven Bay Area counties. The BACR philosophy about after school programs extends far beyond keeping children safe. We believe in providing a nurturing and enjoyable environment where students can improve their academic and life skills. We believe in integrating the principles and practices of youth development into all activities. Just as important, we see the schools, students, and parents as our customers, and we believe it is our responsibility to understand and meet their needs.

This approach to after school programs is consistent with the BACR mission of serving youth and families, fostering volunteerism, and building community. As a large diverse community agency, BACR has the organizational capacity and infrastructure to maintain high quality programming while expanding our services. We offer AmeriCorps and VISTA national service, youth leadership, mental health counseling, alcohol/drug and tobacco services, and healthy communities. Our ASPs are designed and staffed to be accessible to and effective for children and youth who are struggling due to poverty, academic and social-emotional challenges, and other life circumstances. Further, we use all activities to promote the development of communication, problem solving, peaceful conflict resolution, leadership, and other pro-social skills. We partner with other community organizations that help to round out the array of needed services identified by the schools, young people, and families and, in this way, we ensure access and equity of opportunity for the communities we serve.

SECTION 5: ATTENDANCE, PROGRAM DATES, AND PROGRAM SCHEDULE In order to remain in compliance and meet minimum funding requirements, the after school prograph upon the conclusion of the regular day and operate at least until 6pm on every regular school deschools. (EC 8483) High school programs are required to operate a minimum of 15 hours per week.	
Required # of Program Days your program will operate during School Year 2013-2014:	180 days required*
Projected Daily Attendance during School Year 2013-2014:	83
Program Schedule Submit program schedule as an attachment, using the standard program schedule temp	plate.

^{*} CDE allows programs to close for a maximum of 3 of these days during the school year for professional development. Families must be notified of these program closure dates in advance, and the lead agency must maintain documentation of professional development activities offered on these dates.

SECTION 6: Academics

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

1) Targeted Interventions 2) Skill-Building 3) Homework Support 4) Tutoring
Other possible supports may include computer lab, library exploration, project-based learning, coordination with SES tutoring.

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

	Target	Academic Support	CSSSP goal(s) or	Measurable	Description of	Instructional
	Population	(choose one)	school need supported by activity	Outcomes	program/activity	Strategies
	All Program Participants	 ✓ Homework Support ☐ Tutoring ☐ Skill Building ☐ Academic Intervention ☐ Other 	Balanced literacy and overall academic success will be supported through homework assistance.	Students will understand their homework and the majority of program participants will complete their homework on a daily basis. Homework reports will also be provided by the after school staff to communicate student progress to teachers and parents.	After School staff will assist students in completing their homework.	Structured guided practice.
2	4 th /5 th grade participants	☐ Homework Support ☐ Tutoring ☐ Skill Building ☐ Academic Intervention ✓ Other	Golden Eagles will support the school day focus on literacy by implementing a 4 th /5 th grade journalism class.	Students will create and compose quarterly newsletters that reflect the experiences of the youth in the Global Family community.	The students need a new skill set to make their voices heard. This journalism class provides a platform for students to share their experiences in the Soaring Eagles after school program.	Structured guided practice
3	All participants	☐ Homework Support ☐ Tutoring ✓ Skill Building ☐ Academic Intervention	Balanced literacy and overall academic success will be supported through	AL will provide student benchmark scores to after school staff in order to	Our staff will continue to participate in the science learning community and use	Structured guided practice

			□ Other		skill building ac and science enrichment.	tivities	continue to devactivities and id whether or not supporting acaprogress.	dentify we are	science curriculum to develop after school science lessons that are hands on and fun for students. Literacy will be reinforced through additional skill building activities as well as through reading and writing in enrichment activities.	
4	Participa with litera or math (scores FBB/BB.	асу	☐ Homework Su☐ Tutoring☐ Skill Building☐ Academic Inte☐ Other☐		Global Family i focused on increasing mat literacy and rea comprehension in the primary g	h, ading n skills	Students will have extended learn time in a small working on mare literacy skill but	ing group th or	Credentialed teacher will provide academic intervention for primary students with literacy or math CST scores FBB/BB.	Structured guided practice
5			☐ Homework Su☐ Tutoring☐ Skill Building☐ Academic Inte☐ Other☐							
Enr acti acti	ichment a vities sho vities sho	activit uld p uld ir	provide students intentionally and o	activity/ with the creatively Ith and v	recreation are recomportunity to a symmetry to a symmetry that the vellness, positive that the control of the c	required apply the at suppo	d components of eir classroom le ort students' su	earning ccess in	SES and 21 st Century (in a real, hands-on wa n school and in life. Er g, and student engage	y. Enrichment prichment activities
	e of ichment	Rat	ionale	school	goal(s) or need ted by activity	Brief [Description	Targe	ted Skills	Measurable Outcome
F	hysical itness/ creation	√ S √ P	Student Identified School Identified Parent Identified Other (specify)	support and wel	activities will general health Iness and in a positive climate.	basic f inform exercis living. develo	ation around se and healthy Students will p organized teams, and	√ Soci √ Lead √ Aca √ Hea	ege/Career Readiness ial & Emotional Learning dership demic (specify) Ith and Wellness er (specify)	All participants will indicate that they had an opportunity to practice moderate to vigorous physical activity and/ or recreational sports

			sportsmanship and teamwork. Sports and fitness includes intramural sports and conditioning.		at least once per week.
Cooking/ Nutrition	√ Student Identified √ School Identified √ Parent Identified □ Other (specify)	These activities will support general health and wellness and in creating a positive school climate.	All grades will learn a variety of healthy recipes, practice preparing healthy meals and learn about healthy food options.	☐ College/Career Readiness √ Social & Emotional Learning √ Leadership ☐ Academic (specify) √ Health and Wellness ☐ Other (specify)	All participants will indicate that they had an opportunity to learn about healthy eating habits, identify healthy foods and learn healthy recipes.
Team Building/ BIC	☐ Student Identified √ School Identified ☐ Parent Identified ☐ Other (specify)	These activities will support our school day goal of creating a positive school climate, help students develop their abilities to solve conflicts, take on leadership responsibilities and develop stronger social skills.	All grades will participate in youth development centered games and activities designed to improve self-esteem, develop conflict resolution skills, building healthy relationships with their peers. The Building Intentional Communities curriculum will be used.	V College/Career Readiness √ Social & Emotional Learning √ Leadership ☐ Academic (specify) ☐ Health and Wellness ☐ Other (specify)	Program participants will indicate that they have learned to be respectful of their peers and of adults in the after school program.
Visual Art	√ Student Identified √ School Identified □ Parent Identified □ Other (specify)	Our visual arts activities reinforce themes and lessons that are covered in other classes. Often students work in groups, make presentations of their work and focus on reflection and mindfulness of their work.	All grades will participate in art-based activities that teach the fundamentals of arts and crafts including painting, drawing, and basic art skills as appropriate per grade.	 College/Career Readiness Social & Emotional Learning Leadership Academic (specify) Health and Wellness Other (specify) 	All participants will indicate that they have had the opportunity to participate in visual arts activities at least once per week.

SECTION 8: FAMILY ENGAGEMENT / FAMILY LITERACY

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

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

Type of Activity	CSSSP goal(s) or school need supported by activity	Brief Description	Measurable Outcome	Alignment with school day family engagement / family literacy efforts or resources
Open House	Family engagement and positive school climate will be supported through these events.	Parents/families will attend open houses and orientation nights in order to learn more about the structure, policies, procedures and general information about the after school program. This is also an opportunity for questions to be answered about the student's progress in their after school work.	At least 40-83 parents/families will attend open houses and orientations. This will be measured through sign-in sheets.	Monthly meetings with principal, outreach coordinator and other stakeholders, quarterly newsletters, parent surveys and feedback from school community.
Lights On After School	Parent/family engagement and positive school climate will be supported through these efforts.	At our Lights On Open House, parents and community members gather in the cafeteria to receive updates from the Site Coordinator, then are led by the students through an engaging scavenger hunt in the after school classroom. Parents also have an opportunity to meet and talk with ASP staff.	At least 30 parents/families will attend every large event/showcase. This will be measured through signin sheets.	Monthly meetings with principal, outreach coordinator and other stakeholders
Large Events and Showcases	Parent/family engagement and positive school climate will be supported through	Parents/families will attend showcases and celebrations where their students will	At least 60 parents/families will attend every large event/showcase. This will	Monthly meetings with principal, outreach coordinator and other

these efforts.	perform and/or present what they have learned. Parents will understand more about what their student is learning in after school. Celebrations may also include a service/volunteer project for parents as well.		stakeholders, quarterly newsletters, parent surveys and feedback from school community.
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SECTION 9: Chronic Absence Action Plan

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

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

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

Strategies to Support Attendance	Action Steps
a) Recruit and address the needs of students who are at risk of chronic absenteeism.	ASP and school day staff will implement a chronic absenteeism plan for after school families struggling with attendance.
b) Inform parents about the importance of attendance and encourage parents to help each other get their students to class.	ASP staff will hold an orientation and mid-year meeting to remind parents about the importance of good attendance, review attendance policies and help parents understand why attendance is so important.
 c) Track students with poor program attendance and reach out to find out why and how attendance could be improved. 	ASP will help communicate with families of students who have been identified as at risk of being chronically absent.
 d) Celebrate good attendance and/or offer meaningful incentives to attract and reward students for attending our program. 	ASP staff will continue to publically acknowledge good attendance with certificates and recognition during special events.

SECTION 10: Transforming School Culture and Climate After school programs can play a critical role in support the school's efforts to transform school culture and climate, he ping to make schools positive, supportive places for all students to stay engaged, be successful, and thrive.
a) The following are paths that OUSD schools are taking to change discipline and transform school culture and climate. What strategy/strategies is your school utilizing to transform school culture and climate?
PBIS (Positive Behavioral Interventions and Support) ✓ Restorative Justice Social and Emotional Learning Bullying Prevention Other: (please specify)
b) How will the school and lead agency partner work together to ensure that the after school program is aligned and supporting these efforts, and helping to transform school culture and climate?
The after school program will work together to ensure that our practices are aligned with the school through collaborative meetings and intervention sessions for students who face issues of trauma and any academic challenges. In part, the Global Eagles staff will work closely with parents to involve them in this process, to discuss an action plan, challenges and progress that have been made.
c) Reducing the disproportionate suspension rates of African American students is a key priority for OUSD. Please describe any special efforts your after school program is taking to support the school engagement, social-emotional well-being, and/or academic success of African American students at your school (i.e. Manhood Development circles, Ethnic Studies curriculum, recognition ceremonies for student accomplishments, Black professionals as role models or mentors, etc.):
Global Eagles after school program hosts weekly boys and girls support group to discuss topics about ethnic studies, community role models and recognized student achievement.

come together, work together, and coordinate their efforts to mee The after school Site Coordinator or Director will actively participate in which of the following school group(s), in order to increase alignment between after school and school day efforts?	
List key community partners whom you will actively collaborate with to accomplish the goals of your program.	Enrichment Goals: Be the Change consulting, ALICE Arts, Cantare Con Vivo, National Service-Americorps, Coaching Corps and Techbridge. Academic goals: ASPO, Academic Liaison (AL) and Principal
List all subcontractors who will be paid to deliver after school services.	ALICE Arts Cantare Con Vivo
Identify other service providers and support personnel at your school (i.e. school psychologist, School Based Health Center staff, counselor, mental health therapist, school nurse, parent liaison, etc.) whom you will actively collaborate with to accomplish the goals of your program.	School Outreach Coordinator, School Counselor, Principal, and AL

2013-14 After School Enrollment Policy for	Global Family	School

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

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

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

Target Population: (Describe targeted student populations in order of phonty. Specify data that will inform student selection of (High School Only)		
ranger reputation(s)	Program Participants	Indicate if participation is <i>Optional</i> or Mandatory for each target population
Students in need of academic support and intervention to improve or sustain academic performance.	CST scores and end of year benchmarks. Referrals and recommendations made by teachers, counselors and other school staff.	N/A
Students in need of being engaged in learning (including students who have already learned regular school day content and need additional academic enrichment).	CST scores and end of year benchmarks. Referrals and recommendations made by teachers, counselors and other school staff.	N/A
Students with siblings already enrolled in after school program based on above priorities.	Referrals and recommendations made by teachers and other school staff. Parents will also provide this information.	N/A
Students from socio-economically disadvantaged families/backgrounds.	Referrals and recommendations made by teachers, outreach coordinator and other school staff.	N/A

Grade levels	prioritized fo	r programming:	1 st - 5th
		3	

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

Additional Notes:

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

Enrollment Process and Timeline: (Summarize your enrollment timeline below. Describe how your school will identify and recruit students beginning in Spring 2013. Indicate how families will be notified of 2013-14 enrollment before the last day of school, June 13, 2013.)

Timeline	After School Enrollment Steps/Process	Individual(s) responsible
May 1 – 31, 2013	AL and other school staff provide most recent test scores and other referral/recommendation information.	AL and other school staff.
June 1 – June 15, 2013	Coordinator and after school staff pre-register students (75% of total enrollment goal). Pre-registration information sessions will be held and applications will be given out to students and families.	Coordinator and After School Program Staff
August 2013	After School program will begin on first day of school 2013 at a minimum of 75% of total enrollment goal.	Coordinator and After School Program Staff
August – September 2013	After School program staff will continue to register students during the first week of school 2013 in order to reach 100% enrollment.	Coordinator and After School Program Staff

Important dates to include in your timeline:

- April June: Spring enrollment for 2013-14 programs.
- Families will be notified of 2013-14 after school enrollment before the last day of school, June 13, 2013.
- After school programs begin on 1st Day of school, with enrollment at a minimum 75% capacity.
- August September: New school year enrollment of families for remaining program slots.
- Remaining program slots will be filled by September 30, 2013.
- All programs must maintain waitlists after program slots are filled.

Lead Agency Signature: Wk. Wh. Lank

Principal Signature:

ASES and 21st CCLC After School Programs 2013-2014

2013-14 Assurances for Grant Compliance and After School Alignment with School Day

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

Principal initials	Lead Agency initials	2013 – 14 Assurances for Grant Compliance and After School Alignment with School Day
RO	NH	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.
Ro	NH	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.
Ry	NH	Site Administrator will meet regularly with Site Coordinator to ensure program is meeting identified goals.
R()	NH	Site will share student outcome data to better refine program (Attendance data, EduSoft, Report Cards, IEP's, etc).
Ri	NA	The principal and lead agency partner have reviewed and discussed the Academic Liaison/Quality Support Coach key responsibilities described on the following page. Both Principal and lead agency partner understand that this role is critical for strengthening staff practices and the quality of the after school program. 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.
RO	NA	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.
	NH	Site will invite Site Coordinator to participate on SSC, COST, SST, and CSSSP team to ensure coordination of services.
RA	NH	Site will coordinate the use of facilities and site level resources in support of program goals.
RO	NH	Site will provide Site Coordinator with office space that includes access to internet and phone.
RI	NH	Site Administrator will share the School Site Safety Plan with the Site Coordinator and discuss appropriate policies and procedures to ensure safety during the after school hours.
1000		1) ()

Principal Signature:

Lead Agency Signature:

ASES and 21st CCLC After School Programs 2013-2014

Academic Liaison/Quality Support Coach

After school research clearly shows that high quality programs result in increased youth outcomes. The higher the program quality, the more youth outcomes are achieved. The Academic Liaison (now called "Quality Support Coach") is a required position and plays a critical role in supporting after school program quality through the following high leverage staff capacity-building activities:

- Provide classroom observations, coaching support, and trainings to improve staff practices and program quality.
- Support the after school program's Assess Plan Improve program quality improvement cycle by helping after school programs gather and review data on program quality, make plans for improvement, and receive training and coaching supports aligned to improvement plans.
- Bridge the after school program with school day goals, priorities, curriculum, pedagogy, and data.
- Provide lesson planning support and lesson modeling to strengthen after school instruction.
- Help develop/design after school academic offerings and curriculum, and support alignment of after school activities with the Common Core standards

The Academic Liaison/Quality Support Coach can be a credentialed teacher from the school faculty or other qualified professional working with the school (for example, a Literacy Specialist, Math Coach from LCI, BTSA Coach, etc.). This individual will receive training and specific direction on the Academic Liaison/Quality Support Coach role from the OUSD After School Programs Office. The After School Programs Office will provide specific deliverables aligned with the key job duties listed above. The required budget allocation for this position is \$2,500 for the year, equivalent to 83 hrs/year at a Paid-In-Service contract rate of \$30.12/hour.

Academic Liaison/Quality Support Coaching Planning
a) Please identify who will fulfill the Academic Liaison/Quality Support Coach role for 2013-14:
 ✓ A credentialed teacher on staff who has effective skills and experiences in coaching and/or adult learning ☐ A qualified professional who is part of the school staff
☐ An OUSD coach connected to the school (i.e. LCI Literacy or Math coach, BTSA coach, etc.) ☐ Other individual (please specify in detail):
If known, please specify the name of the person who will fill the Academic Liaison role, and identify his/her role in the school:
Ms. Sandoval is a credentialed teacher at Global Family and is interested in continuing her position as the Academic
Liaison in the after school program.

b) Some schools are challenged in finding a qualified individual on staff who can fulfill the Academic Liaison/Quality Support Coach role. In this case, the OUSD After School Programs Office will work actively to try to find an OUSD coach to match with the school. Please mark:
My school needs support in finding an individual who can effectively fulfill the role of Academic Liaison/Quality Support Coach. ☐ Yes √ No
Teachers on Extended Contract for Direct Service
In addition to an Academic Liaison/Quality Support Coach, some schools choose to have teachers on extended contract to provide direct service to students after school, such as after school intervention, support with programs like Achieve 3000 or Fast Forward, and academic enrichment.

Please list specific after school classes/activities that will be facilitated by teachers paid on extended contract. Important note: Teachers on extended contract who are providing direct services to students after school must be paid at the negotiated rate of \$23.16/hr (per OEA contract). After school grant funds can be utilized for this direct service work. Beginning in 2013-14, the Academic Liaison/Quality Support Coach cannot provide direct service to students. The Academic Liaison is primarily responsible for providing coaching and training, and is paid at the negotiated Paid-In-Service rate of \$30.12 for their staff capacity-building services. Teachers doing direct service work after school must be paid with an extended contract.

List after school classes/activities that will be facilitated by teachers on extended contract	Anticipated hours/week for teacher on extended contract
Academic Intervention	4 hrs. / 32 wks.
Academic Liaison	3 hrs. /36 wks.

Principal Signature: Algua Org Lead Agency Signature: Maina Date

After School Safety and Emergency Planning for 2013-14

After School Safety and Emergency Planning
 A) The Comprehensive School Site Safety Plan will incorporate the After School Program. The Principal and Site Coordinator will discuss plans and procedures for after school safety, and the Site Coordinator will have access to the Comprehensive School Site Safety Plan.
If no, explain after school plans to ensure student and staff safety should an incident of violence or other crisis/emergency occur on or near the school campus during after school hours:
B) Describe the training that site will provide after school staff on safety procedures, including lockdown procedures and communication protocols for crisis response. The principal will provide school day safety procedures and communication protocols in order for the after school program to improve and align their procedures with the school.
C) Principal and Site Coordinator have reviewed the OUSD After School Emergency/Crisis 1st Level Response Notification Protocol. v Yes No
Facility Keys
Will the After School Program have access to facility keys for all areas where after school programming occurs? √ Yes □ No
If no, indicate how the school campus will be secured if crisis should occur during after school hours and if lockdown is necessary:
SSO Staffing: (check one)
☐ Site has a school day SSO who can accommodate after school related work as part of their regular salary. ☐ Site will pay Extra time/Over time (ET/OT) to accommodate an after school SSO.
√ Site does not need an SSO or does not have the resources to have an after school SSO.

Principal Signature:

Lead Agency Signature: _

Professional Development: After school staff should receive adequate professional development, including coaching support and trainings, in order to grow and improve their practice. Programs should utilize data from the YPQA/SAPQA youth program quality assessment tool to determine the areas of focus for professional development.

- a) Programs are allowed up to three days of program closure during the school year to offer staff professional development. Please indicate which three days (if any) your program plans to close this year for PD: The tentative timeline for Global program closure would be in November 2013, February and June 2014.
- b) What professional development, coaching, and training supports will be provided by the lead agency partner?

BACR provides professional development during the two and half week Summer Institute focused on the Program Coordinator and staff self-reflect on personal strengths, areas for improvements, grant requirements, BACR policies and procedures. Throughout the year Coordinator's engage in coaching sessions with their BACR Program Manager, ASP Manager and within the Professional Learning Communities. There are youth development training opportunities throughout the school year.

- c) What professional development opportunities will be provided by the school site? The school site will provide professional development in the areas of program plan development, emergency response procedures, reading and understanding school data.
- d) ASPO professional development will consist of the mandatory August Institute (Aug. 5-9, four days for new site coordinators; three days for returning site coordinators), mandatory monthly site coordinator meetings (2 hrs/month), optional Youth Work Methods trainings (9 workshops aligned to YPQA, 2 hours each), and various professional learning communities (time commitment varies). Please mark:

I understand that professional development helps ensure program quality. My program is committed to providing/accessing professional development opportunities for after school staff, based on needs identified by program data. My program will adequately budget for staff time to participate in professional development over the

course of the year (for key line staff, recommended	at least 20 hours of PD/year).	√ Yes □ No
Staff Wellness			
	our program will work to suppor promotes healthy eating, daily p		
Principal Signature:	Rynadia	Lead Agency Signature:	Na' Ara Dungt

GLOBAL FAMILY After School Program 2013-2014

TIME	Wednesday	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
	1:30-2:00			Physical Fitness 1st, 2nd and 3rd Grade Upper Yard Academics 4th Grade Room 6 Arts & Crafts 5th Grade Room 10		
	2:00-2:30			Snack & Team Building (Cafeteria)		
3:00-3:30	3:00-4:00	Snack & Team Building (Cafeteria)	Snack & Team Building (Cafeteria)	Academics 1st, 2nd, 3rd & 5th Grade Zumba 4th Grade Stage Science	Snack & Team Building (Cafeteria)	Snack & Team Building
3:30-4:30	4:00-4:30	Physical Fitness 1st, 2nd and 3rd Grade Upper Yard Academics 4th & 5th Grade	Science 1st Grade Room 13 Arts & Crafts 2nd Grade Room 11 Academics 3rd Grade Room 12 Boys & Girls Club 4th Grade Room 6 Garden & Nutrition 5th Grade Garden	Garden & Nutrion 1st Grade Garden Zumba 5th Grade Room 10 Science 2nd & 3rd Grade Arts & Crafts 4th Grade Room 6	Arts & Crafts 1st & 3rd Grade Garden & Nutrition 2nd Grade Garden Academics 4th & 5th Grade	Physical Fitness 1st, 2nd & 3rd Grade Science 4th & 5th Grade
4:30-5:45		Academics 4th & 5th Grade Physical Fitness 4th & 5th Grade Upper Yard	Academics 1st, 2nd, 4th & 5th Grade Garden & Nutrition 3rd Grade Garden	Movement Class 1st & 2nd Grade Fun Free Play 3rd Grade Room 12 Physical Fitness 4th & 5th Grade Upper Yard	Academics 1st, 2nd & 3rd Grade Garden & Nutrition 4th Grade Garden Boys & Girls Club 5th Grade Room 10	Fun Friday 1st & 3rd Grade Physical Fitness 2nd & 5th Grade Theather 4th Grade Stage
5:45-6:00		Reflection/ Closing Circle	Reflection/ Closing Circle	Reflection/ Closing Circle	Reflection/ Closing Circle	Reflection/ Closing Circle

Board Office Use: Leg	gislative File Info.	
File ID Number	13-1408	
Introduction Date	6/26/13	
Enactment Number	13-1213	
Enactment Date	6/26/13	



OAKLAND UNIFIED SCHOOL DISTRICT Office of the Board of Education June 26, 2013

TO:

Board of Education

FROM:

SUBJECT:

Dr. Anthony Smith, Ph.D., Superintendent Mario Source Source Master Memorandum of Under

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 \$4,271,386.00. 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 is submitted to the board for approval. 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.

Not-To-Exceed Amount: \$4,271,386.00

Determination of the Not-to-Exceed Amount is 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, and 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 or the Amendment to the Master Memorandum of Understanding herewith. 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 BDT budget process, and a review of State and Federal compliance funding when applicable.



RECOMMENDATION

Approval of the Amendment to the Master MOU between Bay Area Community Resources and the Oakland Unified School District authorizing the President and Secretary of the Board to enter into and execute an Amendment to the Master Memorandum of Understanding and Individual Service Agreement(s) with Bay Area Community Resources in an amount Not-To-Exceed \$4,271,386.00.

The Secretary of the Governing Board shall place said Individual Service Agreements on the Consent Calendar for Approval.

ATTACHMENTS

• Master MOU

Board Office Use: Legi	slative File Info.
File ID Number	13-1408
Introduction Date	6 26 13
Enactment Number	
Enactment Date	



Community Schools, Thriving Students

MASTER **MEMORANDUM OF UNDERSTANDING** BETWEEN OAKLAND UNIFIED SCHOOL DISTRICT and

Bay Area Community Resources 2013-2014

INTENT 1.

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 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 \$ 4,271,386.00

- 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.
- **TERMS AND CONDITIONS**
- 2.1 Term of Agreement. The term of this agreement shall be July 1, 2013 to August 22, 2014 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.
- 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.
- 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 2013-14 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	Michael Moore
Department	Procurement
Address	900 High Street
City, State, Zip	Oakland, CA 94601
Email	Michael.Moore@ousd.k12.ca.us

3.2 Notices to CONTRACTOR shall be addressed as indicated:

Name	Martin Weinstein	
Title	CEO	
Agency	Bay Area Community Resources	
Address	171 Carlos Drive	
City, State, Zip	San Rafael, CA 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 2013-2014.
- 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

Master MOU for 2013-2014

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 AGENCY related persons, employee, representative or agent from OUSD school site and/or property, AGENCY shall immediately upon receiving notice from OUSD of such desire, cause the removal of such person or persons. In the event OUSD requests the removal of any AGENCY related persons, employee, representative or agent from OUSD school site and/or property, the OUSD site administrator shall provide to the AGENCY written, supporting rationale for the decision. OUSD After School Program Office, after conferring with Legal and the Executive Officer supporting the site, shall decide, taking all the facts and circumstances into account, if AGENCY may reassign an employee or agent to another OUSD site. Prior to the removal or change of any AGENCY staff member who is a regular part of the after school program, AGENCY shall inform the Site Administrator with as much notice as possible, and will work with the Site Administrator to ensure a smooth transition in staffing.

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 District 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.sam.gov/portal/public/SAM)

- 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; 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 involce dated	•
I	I have ensured that the invoice is correct and that	the services and costs were incu

I personally reviewed this invoice dated

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

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

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

8. INDEMNIFICATION

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

9. INSURANCE

- 9.1 Throughout the life of the MOU, CONTRACTOR shall pay for and maintain in full force and effect with an insurance company(s) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A/VII" in Best Insurance Rating Guide, the following policies of insurance:
 - a) COMMERCIAL GENERAL LIABILITY insurance which shall include contractual, products and completed operations, corporal punishment and sexual misconduct and harassment coverage, 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.

	IONAL ADDENDEM(S) ATTACHED this box is checked, additional terms and cond	litions apply.)
Yes	No ASES / 21st CCLC PROGRAM GR 21st CCLC ASSET GRANT (High statements) FIELDTRIPS ONLY	•
Understanding.	respective institutions or organizations, we I	Date: 6/0/3
	resident, Board of Education akland Unified School District	Date:
	ecretary, Board of Education akland Unified School District	Date:

Bay Area Community Resources Anticipated Contract Amounts 2013-2014

School	Funding Source	Amount		
Alliance Academy	ASES	96,588		
Alliance Academy	SIG Funding	52,093		
Bridges Academy	ASES	85,488		
Bridges Academy	Nutrition Services	3,654		
Bunche High	21 St Century- Core	97,378		
Bunche High	21 St Century- Equitable Access	21,477		
Bunche High	21 St Century- Family Literacy	17,182		
Claremont Middle	ASES	124,064		
Elmhurst Community Prep	ASES	67,984		
Elmhurst Community Prep	SIG Funding	14,555		
Elmhurst Community Prep	21 St Century -Base	126,681		
Elmhurst Community Prep	21 St Century -Supplemental	30,000		
Elmhurst Community Prep	21 St Century - Equitable Access	21,635		
Emerson Elementary	ASES	94,358		
Emerson Elementary	General Purpose	19,425		
Esperanza Elementary	ASES	94,358		
Esperanza Elementary	General Purpose	30,611		
Glenview Elementary	ASES	94,358		
Global Family	ASES	94,358		
Global Family	Measure G	9,745		
Global Family	Unrestricted	10,000		
Grass Valley	ASES	93,648		
Greenleaf Elementary	ASES	91848		
Greenleaf Elementary	21 St Century -Base	94,358		
Greenleaf Elementary	21 St Century -Summer	30,000		
Greenleaf Elementary	21 St Century - Equitable Access	21,635		
Hoover Elementary	ASES	89,097		
Hoover Elementary	ELA-SCE	17,000		
Hoover Elementary	21 St Century- Base	66,593		
Hoover Elementary	21 St Century- Supplemental	30,000		
Horace Mann	ASES	93,648		
Korematsu Discovery Academy	ASES	94,358		
Korematsu Discovery Academy	General Purpose	7,800		
Lafayette Elementary	ASES	94,358		
Lafayette Elementary	21 St Century- Base	94,358		
Lafayette Elementary	21 St Century- Supplemental	40,000		
Madison Middle	ASES	108,629		
Madison Middle	21 St Century- Equitable Access	21,635.00		
Madison Middle	21 St Century- Base	105,147.00		
Madison Middle	21 St Century- Supplemental	50,000.00		
Markham Elementary	ASES	85,488.00		
Martin Luther King Jr	ASES	81,882.00		

Bay Area Community Resources Anticipated Contract Amounts 2013-2014

School	Funding Source	Amount
Martin Luther King Jr	21 St Century- Base	94,358
Martin Luther King Jr	21 St Century- Supplemental	40,000
Martin Luther King Jr	ELA-SCE	4,678
Melrose Leadership Academy	ASES	121,545
Oakland Technical High	21 St Century- Core	181,274
Oakland Technical High	21 St Century- Equitable Access	21,477
Oakland Technical High	21 St Century- Family Literacy	17,182
Place @ Prescott	ASES	85996
Place @ Prescott	21 St Century- Base	54,910
Place @ Prescott	21 St Century- Supplemental	30,000
Reach Academy	ASES	94,358
Rudsdale Continuation High	21 St Century- Core	145,637
Rudsdale Continuation High	21 St Century- Equitable Access	15,539
Rudsdale Continuation High	21 St Century- Family Literacy	17,182
Sankofa Elementary	ASES	122,960
Sankofa Elementary	21 St Century- Equitable Access	21,635.00
Sankofa Elementary	21 St Century- Base	94,358.00
Sankofa Elementary	21 St Century- Supplemental	30,000.00
Street Academy	21 St Century- Core	115,978.00
Street Academy	21 St Century- Equitable Access	15,852.00
Street Academy	21 St Century- Family Literacy	17,182.00
Urban Promise Academy	ASES	126,811.00

Total Anticipated Amount Contracted

4,086,386.00

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: \$94,358

Lead Agency Option B: Cost for Middle School Lead Agency package: \$126,811

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: Day Time Academic Support

Additional academic services will be provide during the school day to the students. This may include computer instruction, tutoring, intervention or instruction of school wide curriculum.

Cost: \$12,000

Option I: 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 J: 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: \$5,500 to include all school community members.

Option K: Health and Wellness

Specialized health and wellness activities for students that include: Restorative Justice activities, Wellness champions, behavioral health, etc.

Cost: \$6,000

Option L: 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, capoeria, 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 M: 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 N: 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 O: 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 P & Q: 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 P: \$13,000 for one day per week for entire school year; 20 students served over the course of the year.

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

BACR Summer Programming

Option R: 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 40-50 students

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

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

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

Cost: \$21,750

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

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



CERTIFICATE OF LIABILITY INSURANCE

OP ID: SG

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		415-493-2500	CONTACT Sindy Graham				
	arallone Pacific Insurance 415-493-2505		PHONE (A/C, No. Ext): 415-493-2166 (A/C, No): 415-493-2				
Services, License # 0F84441			ADDRESS: Sgraham@fp-ins.com				
859 Diablo Av Novato, CA 94			PRODUCER CUSTOMER ID #: BAYAR-3				
Peter C. Schmale, ext 121			INSURER(S) AFFORDING COVERAGE	NAIC#			
INSURED Bay Area Community Re 171 Carlos Drive	Resources,	INSURER A: Philadelphia Indemnity Ins Co.	32760				
		INSURER B: New York Marine and General					
San Rafael, CA 94903-2005		2005	INSURER C:				
			INSURER D:				
			INSURER E:				
			INSURER F:				

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.

NSR	TYPE OF INSURANCE	ADDL S	UBR OVD POLICY NUMBER	POLICY EFF	POLICY EXP	LIMIT	8	
	GENERAL LIABILITY					EACH OCCURRENCE	\$	1,000,000
A	X COMMERCIAL GENERAL LIABILITY	CLAIMS-MADE X OCCUR	PHPK886325	07/01/12	07/01/13	PREMISES (Ea occurrence)	\$	1,000,000
	CLAIMS-MADE X OCCUR			MED EXP (Any one person)	\$	20,000		
	X Abuse Sublimit		11.			PERSONAL & ADV INJURY	\$	1,000,000
	1,000,000					GENERAL AGGREGATE	\$	2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:		PRODUCTS - COMP/OP AGG	\$	2,000,000			
	POLICY PRO- X LOC						\$	
	AUTOMOBILE LIABILITY	X	DUDWOOC225	07/01/12	07/01/13	COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000
A	ANY AUTO		PHPK886325	0//01/12		BODILY INJURY (Per person)	\$	
	ALL OWNED AUTOS					BODILY INJURY (Per accident)	\$	
	X SCHEDULED AUTOS HIRED AUTOS					PROPERTY DAMAGE (Per accident)	\$	
	X NON-OWNED AUTOS						\$	
				the state of the same			\$	
	UMBRELLA LIAB X OCCUR					EACH OCCURRENCE	\$	5,000,000
	X EXCESS LIAB CLAIMS-MADE	E	PHUB387667	07/01/12	07/01/13	AGGREGATE	\$	
A	DEDUCTIBLE		PHUB38/00/	0//01/12	C//CI/IS		\$	
	X RETENTION \$ 10,000						\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					X WC STATU- TORY LIMITS ER		
В	ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A	WC201200001937	07/01/12	07/01/13	E.L. EACH ACCIDENT	\$	1,000,000
	(Mandatory in NH)					E.L. DISEASE - EA EMPLOYEE	\$	1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	\$	1,000,000
A	Professional		PHPK886325	07/01/12	07/01/13	Each		1,080,00
	Liability		U Salar and a second			Aggregate		2,000,00

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

CFR	TIFIC	ATE	HOL	DER		

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Biney Galer

POLICY NUMBER:

* PHPK886325

COMMERCIAL GENERAL LIABILITY

Bay Area Community Resources, Inc.

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.

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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 elementary, middle or high schools:

- BACR is the lead community agency—managing the entire program, providing staff, and delivering services—24 schools in Oakland, 13 in San Francisco, 5 in Alameda, 5 in San Rafael, 2 in San Leandro Unified, 15 in West Contra Costa County, and 12 in Mt. Diablo Unified in Contra Costa County..
- 2. BACR is the fiscal sponsor—managing human resources, payroll and fringe benefits

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

Prog	gram Runs Effectively	
*	There is an adult who wants me to do my best.	96%
*	I feel safe when I am here.	81%
Ben	efits 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%
Parent	S	
Pro	gram Runs Effectively	
	The after school program is a safe place for my child.	97%
*	I am satisfied with the after school program.	97%
Ben	efits 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



CERTIFICATE OF LIABILITY INSURANCE

BAYAR-3 OP ID: SG

DATE (MM/DD/YYYY)

07/11/13

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	0 CONTACT Sindy Graham PHONE [A/C, No, Ext): 415-493-2166 FAX [A/C, No, Ext): 415-493-2505 E-MAIL ADDRESS: sgraham@fp-ins.com				
			INSURER A : Philadelphia Indemnity Ins Co.		NAIC #		
	Bay Area Community Resources,		INSURER B: State Compensatio		32760		
	Inc. 171 Carlos Drive San Rafael, CA 94903-2005		INSURER C:				
			INSURER D:				
			INSURER E:				
			INSURER F:				

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.

NSR LTR	TYPE OF INSURANCE	ADDL SUBF		POLICY EFF (MM/DD/YYYY)	POLICY EXP	LIMIT	s	
	GENERAL LIABILITY					EACH OCCURRENCE	\$	1,000,000
Α	X COMMERCIAL GENERAL LIABILITY	X	PHPK1041818	07/01/13	07/01/14	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	1,000,000
	CLAIMS-MADE X OCCUR					MED EXP (Any one person)	\$	20,000
	Abuse Sublimit		PERSONAL & ADV INJURY	\$	1,000,000			
	X 1,000,000					GENERAL AGGREGATE	\$	2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					PRODUCTS - COMP/OP AGG	\$	2,000,000
	POLICY PRO- JECT X LOC	POLICY PRO- X LOC		\$				
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000
A	ANY AUTO		PHPK1041818	07/01/13	07/01/14	BODILY INJURY (Per person)	\$	
	ALL OWNED X SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$	
	X HIRED AUTOS X NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident)	\$	
							\$	
	UMBRELLA LIAB X OCCUR					EACH OCCURRENCE	\$	5,000,000
A	X EXCESS LIAB CLAIMS-MADE		PHUB426381	07/01/13	07/01/14	AGGREGATE	\$	
	DED X RETENTION \$ 10,000						\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					X WC STATU- TORY LIMITS OTH- ER		
В	ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A	400110249 07/01/13 07/01/14 E.L. EAC	E.L. EACH ACCIDENT	\$	1,000,000		
	OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A				E.L. DISEASE - EA EMPLOYEE	\$	1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	\$	1,000,000
Α	Professional		PHPK1041818	07/01/13	07/01/14	Each		1,000,000
	Liability					Aggregate		2,000,000

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

C	<u>ER</u>	TIF	ICA'	<u>TE I</u>	HOL	DER

Oakland Unified School District 1025 Second Avenue Oakland, CA 94606-2212 CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Bindy Galan

POLICY NUMBER:

* PHPK1041818

Bay Area Community Resources, Inc.

COMMERCIAL GENERAL LIABILITY

EFFECTIVE:

* July 1, 2013 - 2014

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.)

- 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

 Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.