

Board Office Use: Legislative File Info.	
File ID Number	14-0121
Introduction Date	4-9-14
Enactment Number	14-0566
Enactment Date	4-9-14



**OAKLAND UNIFIED
SCHOOL DISTRICT**

Community Schools, Thriving Students

Memo

To Board of Education
 Gary Yee, Ed.D., Superintendent

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

Board Meeting Date 4-9-14
 (To be completed by Procurement)

Subject Individual Service Agreement Amendment - 1
Bay Area Community Resources, San Rafael, CA (Contractor, City/State) -
235/Melrose Leadership Academy (site/department)

Action Requested Approval by the Governing Board of the amendment to the Individual Service Agreement between the District and Bay Area Community Resources. Services to be primarily provided to Melrose Leadership Academy, decreasing the amount of the Individual Service Agreement from \$ 131,459.00 to a not to exceed \$ 121,275.00.

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

The original Individual Service Agreement is contracting 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). This amendment will decrease the current level of services beyond the initial plan as stated in the original contract for Option B, Cost for Middle School Lead Agency. The school is opting to utilize own district staff to provide services, reducing the charges to the cost above.

Discussion
One paragraph summary of the amended scope of work.

Approval by the Board of Education of Amendment No. 1 of the Individual Service Agreement to the Master Memorandum of Understanding between District and Bay Area Community Resources, San Rafael, CA, for the latter to decrease services Menu of Service Option B, Lead Agency Services for Middle School at Melrose Leadership Academy, for the period of July 1, 2013 through August 22, 2014, in the lesser amount of -\$10,184.00, decreasing the not to exceed amount from \$131,459.00 to \$121,275.00. All other terms and conditions of the ISA remain in full force and effect.

Recommendation Approval by the Governing Board of the amendment to the Individual Service Agreement between the District and Bay Area Community Resources. Services to be primarily provided to Melrose Leadership Academy, decreasing the amount of the Individual Service Agreement from \$ -10,184.00 to a not to exceed \$ 121,275.00.

Fiscal Impact Funding resource name (please spell out) 6010/After School Education and Safety Grant not to exceed \$ -10,184.00.

Attachments

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



Board Office Use: Legislative File Info.	
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INDIVIDUAL SERVICE AGREEMENT (ISA) AMENDMENT No. 1
 AGREEMENT TO **DECREASE** SERVICES UNDER A MASTER MEMORANDUM OF UNDERSTANDING

This Amendment is entered into between the Oakland Unified School District (OUSD) and Bay Area Community Resources (CONTRACTOR). OUSD entered into an Agreement with CONTRACTOR for services on July 1, 2013, and the parties agree to amend that Agreement as follows:

MASTER MOU – ORIGINAL ISA INFORMATION			
VENDOR NAME	Bay Area Community Resources	LEGISTAR FILE ENACTMENT #	13-1213
SITE NUMBER / NAME	235/Melrose Leadership Academy	AMOUNT OF ORIGINAL ISA	\$ 131,459.00
Original ISA Contract, or most recent ISA Contract Amendment period: July 1, 2013 (from date) to Aug 22, 2014 (end date).			

REDUCE ORDER OF SERVICES – SELECT APPROPRIATE BOX					
<input type="checkbox"/> Decrease in the amount of services (days, hours, etc) purchased in the original ISA.					
Service		Fee	\$	UNITS OF SERVICE	\$
Service		Fee	\$	UNITS OF SERVICE	\$
Service		Fee	\$	UNITS OF SERVICE	\$
Subtotal					\$
IF FEE DOES NOT EQUAL RATE PER UNIT MULTIPLIED BY DESIRED UNITS, EXPLAIN REASON FOR ALTERED RATE:					

<input checked="" type="checkbox"/> Decrease in Type(s) of Service.					
Service	Option B: Lead Agency Unit, Middle School	Fee	\$ -10,184.00	UNITS OF SERVICE	.077 \$ -10,184.00
Service		Fee	\$	UNITS OF SERVICE	\$
Service		Fee	\$	UNITS OF SERVICE	\$
Subtotal					\$ 121,275.00
IF FEE DOES NOT EQUAL RATE PER UNIT MULTIPLIED BY DESIRED UNITS, EXPLAIN REASON FOR ALTERED RATE:					
The school is opting to decrease agency services and utilize own District staff to provide services, reducing the charges to the cost above.					
Decreasing the ISA Not to Exceed Amount to:					\$ 121,275.00

The Term (Duration) of the Individual Service Agreement remains unchanged.
 The Term (Duration) has changed: The contract term is reduced _____ (days/weeks/months) and the amended expiration date is _____.

ISA Amendment History:			
<input checked="" type="checkbox"/> There are no previous amendments to this ISA. <input type="checkbox"/> This ISA has previously been amended as follows:			
No.	Date	General Description of Reason for Amendment	Amount of Increase (Decrease)
			\$
			\$
			\$

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

VENDOR	NAME	Martin Weinstein	TITLE	CEO
SIGNATURE			DATE	4/10/14
OUSD SITE ADMINISTRATOR	NAME	Moyra Contreras	TITLE	Principal
SIGNATURE			DATE	4/10/14

APPROVAL BY THE BOARD OF EDUCATION			
David Kakishiba, President, Board of Education		DATE	4-10-14
Gary Yee, Secretary, Board of Education		DATE	4-10-14

Individual Service Agreement (ISA) Amendment Routing Form (Decrease)

Basic Directions

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

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

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

Attachment Checklist ISA amendment packet including Board Memo, ISA amendment form, Menu of Services
 Copy of original Individual Service Agreement
 Copy of Prior Amendments, If any.

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

VENDOR INFORMATION

CONTRACTOR NAME	Bay Area Community Resources	CITY	San Rafael	STATE	CA
SITE /DEPT NAME	Melrose Leadership Academy	SITE #	235		

BUDGET INFORMATION

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

SPSA ACTION ITEM NUMBER: _____ OR SPSA MODIFICATION DOCUMENTATION ATTACHED

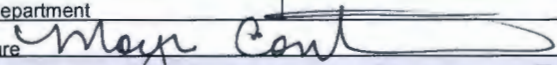
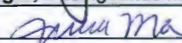
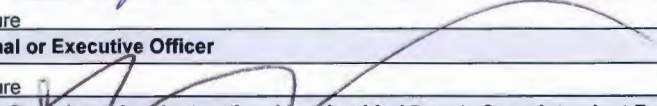
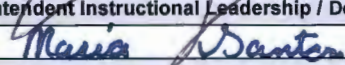
RESOURCE #	RESOURCE NAME	ORG KEY	REQ. NUMBER	AMOUNT
6010	ASES Grant	2351553401	N/A	\$ -10,184.00
				\$
				\$

Amount and Reason for Amendment

Original PO Number(s)	P1402548	Reason for Amendment to ISA (check appropriate box): <input checked="" type="checkbox"/> Decrease in number of units (days, hours, etc) of service. I would like to decrease days or hours of service purchased in the original ISA.
Original ISA Amount	\$ 131,459.00	
Amended ISA Amount	\$ -10,184.00	
New Total Contract Amount	\$ 121,275.00	

Approval and Routing (in order of approval steps)

Funds from the original contract amount cannot be provided before the amendment is fully approved and the Purchase Order amount has been decreased by Procurement.

	Site Administrator or Manager	Name	Moyra Contreras	Phone	(510) 535-3832	Fax	(510) 535-3834
1.	Site / Department						
	Signature				Date Approved		
	Resource Manager, if using funds managed by: <input type="checkbox"/> State and Federal <input type="checkbox"/> Quality, Community, School Development <input checked="" type="checkbox"/> Complementary Learning / After School Programs						
2.	Signature				Date Approved	2-19-14	
	Signature						
3.	Regional or Executive Officer						
	Signature				Date Approved	3/4/14	
4.	Deputy Superintendent Instructional Leadership / Deputy Superintendent Business Operations						
	Signature				Date Approved	3/17/14	
5.	Superintendent or Board of Education Signature on the legal contract						
	Legal Required if not using standard contract	Approved		Denied - Reason		Date	
	Procurement	Date Received		PO Number			



CERTIFICATE OF LIABILITY INSURANCE

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	CONTACT NAME: Sindy Graham PHONE (AGC No. Ext): 415-493-2166 FAX (AGC No): 415-493-2505 E-MAIL ADDRESS: sgraham@fp-ins.com
	415-493-2505	
		INSURER(S) AFFORDING COVERAGE
		INSURER A: Philadelphia Indemnity Ins Co.
		INSURER B: State Compensation Ins. Fund
		INSURER C:
		INSURER D:
		INSURER E:
		INSURER F:

INSURED
 Bay Area Community Resources, Inc.
 171 Carlos Drive
 San Rafael, CA 94903-2005

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

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

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

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

CERTIFICATE HOLDER Oakland Unified School District 1025 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
--	--

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.)

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.

Units of Service for Lead Agency: Bay Area Community Resources

Lead Agency Unit of Service for Elementary/Middle Schools

After School Services include:

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

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

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

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

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

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

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

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

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

Lead Agency Unit of Service for High Schools

Description of Services:

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

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

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

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

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

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

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

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

Lead agency unit of service includes programmatic and operational costs.

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

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

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

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

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

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

Other Specialized Services

Option E: Youth Leadership and Career Exploration

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

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

Option F: Specialized CAHSEE preparation

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

Cost: \$5,720

Option G: Specialized Title 1 Services

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

Cost: \$12,000

Option H: Parent workshops

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

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

Option I: Farmers Market Services

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

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

Option J: Physical Fitness

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

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

Option K: Visual or Performing Arts

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

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

Option L: Health & Nutrition

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

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

BACR Mental Health Services

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

Cost: \$9,000 per year

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

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

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

BACR Summer Programming

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

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

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

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

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

Cost: \$17,400

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

services to promote conflict resolution and positive program climate.

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

Cost: \$21,750

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

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

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

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

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

Board Office Use: Legislative File Info.	
File ID Number	13-1739
Introduction Date	8/28/13
Enactment Number	13-1758
Enactment Date	8-28-13



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

Memo

To 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) - 235/Melrose Leadership Academy (site)

Action Requested Approval of the Individual Service Agreement to the Master Memorandum of Understanding (MOU) between District and Bay Area Community Resources, for services to be provided primarily to 235/Melrose Leadership Academy.

Background
A one paragraph explanation of why the consultant's services are needed. The attached Individual Service Agreement is the contracting of services at the negotiated price, stated in the referenced Master MOU, approved by the Board of Education on June 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 B-Lead Agency Unit for Arts, Recreation, Leadership and Family Literary activities in its capacity as a Comprehensive After School Program Lead Agency at Melrose Leadership Academy for the period of July 1, 2013 through August 22, 2014, in an amount not to exceed \$131,459.00, 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 Melrose Leadership Academy 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 \$131,459.00.*

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	13-1739
Introduction Date	8/28/13
Enactment Number	13-1758
Enactment Date	8-28-13



INDIVIDUAL SERVICE AGREEMENT (ISA) 2013-2014

MASTER MOU INFORMATION			
VENDOR NAME	Bay Area Community Resources		
VENDOR #	1001628	ENACTMENT #	13-1213
SITE / DEPT NAME	Melrose Leadership Academy	SITE #	235
OUSD STAFF CONTACT - EMAILS ABOUT THIS CONTRACT SHOULD BE SENT TO:		moyra.contreras@ousd.k12.ca.us	

ORDER MENU OF SERVICES (EXHIBIT A OF MASTER MOU) - SELECT DESIRED SERVICE				
SERVICE AND UNIT OF SERVICE (SEE EXHIBIT A OF MASTER MOU FOR A FULL DESCRIPTION OF SCOPE OF WORK AND MENU OF SERVICES)	GRADE LEVEL(S) SERVED	RATE PER UNIT	DESIRED UNITS	AMOUNT (DESIRED UNITS TIMES RATE PER UNIT)
B-Lead Agency Unit for Middle School	6-8	\$ 126,811	1.04	\$ 131,459
		\$		\$
		\$		\$
TOTAL AMOUNT				\$
IF FEE DOES NOT EQUAL RATE PER UNIT MULTIPLIED BY DESIRED UNITS, EXPLAIN REASON FOR ALTERED RATE:				
1a. School opting to utilize own teachers to provide academic services, reducing the academic programming charges to the cost above.				

BUDGET INFORMATION					
REQUISITION NUMBER	R0400878	START DATE	July 1, 2013	END DATE	August 22, 2014
RESOURCE #	RESOURCE NAME	ORG KEY	AMOUNT		
6010	ASES	2351553401	\$ 131,459		
			\$		
			\$		

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

VENDOR	NAME	MARTIN WEINSTEIN	TITLE	CEO
SIGNATURE			DATE	7/11/13
OUSD SITE ADMINISTRATOR	NAME	MOYRA CONTRERAS	TITLE	PRINCIPAL
SIGNATURE			DATE	6/26/13

APPROVAL	
IF USING FUNDS REVIEWED BY STATE AND FEDERAL PROGRAMS OR Quality Community School Development	
SPSA ACTION ITEM NUMBER: _____ OR, _____ SPSA MODIFICATION DOCUMENTATION ATTACHED	
RESOURCE MANAGER, if using funds managed by:	
<input type="checkbox"/> State and Federal <input type="checkbox"/> Quality Community School Development <input checked="" type="checkbox"/> After School Programs	
SIGNATURE	
DATE	7-15-13
SIGNATURE	
DATE	
NETWORK OR DEPARTMENT EXECUTIVE OFFICER	
SIGNATURE	
DATE	7-15-13
PRESIDENT AND THE SECRETARY OF THE BOARD OF EDUCATION	
SIGNATURE	
DATE	8-29-13
SIGNATURE	
DATE	8-29-13

2012-2013 Elementary/Middle School After School Program Budget

AFTER SCHOOL BUDGET PLANNING SPREADSHEET

ELEMENTARY & MIDDLE SCHOOLS 04.2013

Site Name: Melrose Leadership Academy							
Site #: 235			Resource 6010, Program 1553	ASES	OFCY	Program Fees (if applicable)	Other Lead Agency Funds
Average # of students to be served daily (ADA): 90	%		OUSD	Lead Agency	Grantee	Lead Agency	Lead Agency
TOTAL GRANT AWARD			\$150,000		\$82,000		\$0

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

OUSD Indirect (5%)			\$7,143				
OUSD ASPO admin, evaluation, and training/technical assistance costs			\$9,346				
Custodial Staffing and Supplies at 3.17%			\$4,232				
TOTAL SITE ALLOCATION			\$129,279				

CERTIFICATED PERSONNEL

1120	Academic Liaison/Quality Support Coach REQUIRED		\$2,500				\$0
1120	Certificated Teacher Extended Contracts		\$0				\$0
							\$0
							\$0
	Total certificated		\$2,500				\$0

CLASSIFIED PERSONNEL

2205	Site Coordinator (list here, if district employee)		\$0	\$0	\$0		\$0
2220	SSO		\$4,170				\$0
			\$0				\$0
			\$0				\$0
	Total classified		\$4,170	\$0	\$0		\$0

BENEFITS

3000's	Employee Benefits for Additional Time (20% of total salaries paid as extended contracts or overtime)		\$1,334				
3000's	Employee Benefits for Salaried Employees (40%)		\$0				
3000's	Lead Agency benefits (rate: 25 %)			\$0			
	Total benefits		\$1,334	\$0	\$0		\$0

BOOKS AND SUPPLIES

4310	Supplies (OUSD only, except for Summer Supplemental)		\$0		\$4,506		\$0
4310	Cumculum (OUSD only)		\$0				\$0
5829	Field Trips		\$0				\$0
4420	Equipment (OUSD only)		\$0				\$0
5825	Trainings				\$685		
5825	Communications and Travel				\$950		
	Total books and supplies		\$0	\$0	\$6,141	\$0	\$0

CONTRACTED SERVICES

5825	BACR Program Manager (Professional Development, Training, Coaching, Staff Observations, general feedback for program quality): 7% of \$58,000 = \$4,060 + fringe @ 25% (\$1,015) = \$5,075		\$0	\$0	\$5,075		
5825	BACR Site Coordinator(Armondo Garcia): \$60,000 salary, only 10 months from ASES. Fringe @ 25% (\$15,000)=\$75,000		\$0	\$62,500	\$12,500		
5825	Afro-Brazilian Dance/Computer Instructor: \$25/hr x 21/hrs a week x 36 weeks = \$18,900+ 25% fringe (\$4,725) = \$23,625			\$23,625			
	Sports Teacher (Unknown)- \$25/hr x 17/hrs a week x 36 weeks = \$15,300 + 25% fringe (\$3,825) = \$19,125			\$19,125			

2012-2013 Elementary/Middle School After School Program Budget

5825	4 Line Staff (All Unknown)- \$20/hr x 17hrs a week x 36 weeks = \$12,240 + 25% fringe (\$3,060) = \$15,300 x 4 staff = \$61,200			\$10,037	\$41,263				
	1 Line Staff (Unknown) - \$15/hr x 15 hrs/wk x 36 weeks = \$6,100 x 25% fringe (\$2,025) = \$8,125				\$8,125				
	Total services			\$0	\$125,187	\$68,963	\$0	\$0	\$7,107

IN-KIND DIRECT SERVICES

5825	BACR East Bay Director							\$2,160
5825	BACR Director of Academics							\$2,000
5825	BACR Volunteer Coordinator							\$840
5825	BACR Administrative Assistant							\$1,217
5825	Additional Trainings (CPR, Classroom Management, Lesson Planning, etc.)							\$500
5825	Volunteer Time (2 volunteers valued at \$13/hr x 15 hours per year x 2 volunteers = \$390)							\$390
	Total value of in-kind direct services							\$7,107

LEAD AGENCY ADMINISTRATIVE COSTS

	Lead Agency admin (4% max of total contracted \$)			\$4,022.03	\$6,898	\$0.00		\$0
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SUBTOTALS

	Subtotals DIRECT SERVICE	\$5	\$4,682	\$125,187	\$75,104	\$0	\$0	\$7,107
	Subtotals Admin/Indirect	\$5	\$18,478	\$4,022	\$6,896	\$0		\$0

TOTALS

	Total budgeted per column		\$18,541	\$129,209	\$82,000	\$0	\$0	\$7,107
	Total BUDGETED	1	\$150,000	\$82,000	\$0	\$0		\$7,107
	BALANCE remaining to allocate		\$0	\$0				
	TOTAL GRANT AWARD/ALLOCATION TO SITE		\$150,000	\$82,000	\$0			



ASES MATCH REQUIREMENT:

ASES requires a 3:1 match for every grant award dollar awarded

\$0.00

Total Match amount required for this grant	50,000
Facilities count toward 25% of this match requirement	12,500
Remaining match amount required	37,500
Match should be met by combined OFCY funds, other site funds, private dollars, and in-kind resources. This total equals	62,000
Total Match amount left to meet:	-44,500

Required Signatures for Budget Approval:

Principal:	
Lead Agency:	

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

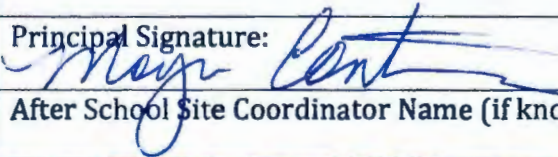
ASES and 21st CCLC After School Program Plan
Elementary & Middle Schools
2013 - 2014

SECTION 1: School Site Information

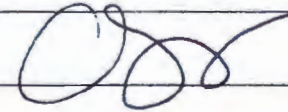
School Site: Melrose Leadership Academy

Date: 5/22/13

Principal Signature:



Lead Agency Signature:



After School Site Coordinator Name (if known at this time): Armondo Garcia

SECTION 2: After School Alignment with Community School Strategic Site Plan (CSSSP)

Mark the following Strategic Priority areas of the school's CSSSP where this after school program is identified as a high leverage strategy.

- X Balanced Literacy and Literacy Across the Curriculum
- X Science, Technology, Engineering, and Mathematics (STEM)
- X Transitions and Pathways Pre-K to 12
- X College, Career and Workforce
- X Accelerating Students through Targeted Approaches
- X Extended Learning Time
- X School Culture (including Meaningful Student Engagement)
- X Health and Wellness
- X Interrupting Chronic Absence (Attendance)
- X Building Capacity and Leadership
- X Family and Student Engagement
- X Strategic Operational Practices

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

1. All students will grow their academic aptitude through targeted, varied and meaningful academic activities
2. All students will actively engage in an exciting, challenging, fun and safe learning environment
3. All students will increase their connection to the school day and to their own learning
4. All students will identify their own path for life after high school

SECTION 3: OUSD Strategic Questions

Complete the matrix for *at least two* of the following four OUSD Strategic questions.

Strategic Questions/Desired Outcomes	Strategic Activities	Outcomes of Strategic Activities	Data used to assess the strategic activities
<i>As a result of our ASP efforts...</i>	<i>What after school strategic activities will support the desired outcomes?</i>	<i>What short-term outcomes will you expect from your efforts by the end of the school year?</i>	<i>What data will be collected to measure these outcomes?</i>
<p>High School Graduation: How many more Oakland children are graduating from high school?</p> <p>Using the following strategic activities, the extended day program will increase the academic aptitude of their students, sending them to high school ready to academically succeed. Students will also engage in social and emotional development curriculum and strive to become mature young adults. By entering high school prepared and emotionally stable</p>	<ul style="list-style-type: none"> • Intentional process to track homework completion • Classes that reinforce the school day's learning using the districts pacing guide • Create a safe, fun, meaningful and challenging learning environment for every student • Use social and emotional learning strategies to make meaningful connections to academic 	<ul style="list-style-type: none"> • Students have a positive attitude about learning and staying in school • Students see themselves with a positive future and they know education will play a role in what they will become • Students will have a skill they can continue to perfect and practice for life • Alignment with school day vision and goals of student high school graduation expectations 	<ul style="list-style-type: none"> • Student graduation rates • District Benchmark Testing • Pre/post assessment when necessary • Academic Progress Reports • YPQA Evaluation Results • OFCY/OUSD Survey Data • Attendance Reports • City Span Data

<p>they will be more to likely thrive. This will support graduation rates. Students will also engage in positive classes around social skills and workforce development.</p>	<p>subjects</p> <ul style="list-style-type: none"> • Create curriculum that will highlight and give students an opportunity to develop their skills and talents • Highlight and put into practice important life skills they will need to succeed in high school • Prepare 8th grade students to enter high school ready to succeed • Highlight and encourage college and career readiness • Host gender based life skill classes • Increase school day/extended day attendance 	<ul style="list-style-type: none"> • The majority of youth will understand, complete and turn in all homework • Youth will have positive role-models that emphasize the importance of completing high school 	
<p>Satisfactory School Day Attendance: How many more Oakland children are attending school 95% or more?</p> <p>By using an extended day model, it is more likely that students will attend the school day. In order to do this, it will take a three tired approach</p> <ol style="list-style-type: none"> 1) Engaging Activities 2) A high level of value placed on coming to program everyday 3) Clear Policies and Procedures 	<ul style="list-style-type: none"> • Target and recruit the students who are identified as chronically absent to be in the program • Support and align with the school day's vision and goals on attendance expectations • Support and align with the school day's reward and consequences process for attendance 	<ul style="list-style-type: none"> • All students increase their school day attendance • Every student and parent is aware of the importance of coming to school daily • Parents are empowered to seek help if they are unable to get their children to school • Students feel recognized and proud that they 	<ul style="list-style-type: none"> • Weekly Cityspan reports • Clear attendance policies and procedures • Clear tracking and enforcement of attendance policies • A list of chronically absent students for recruitment • Daily absent lists • Information from

<p>that are enforced</p>	<ul style="list-style-type: none"> • Track students with poor program attendance and reach out to find out why and how attendance can be improved • Lead by example and ensure staff come to work daily and on-time • Students with good attendance will be able to attend a special party, event or trip at the end of each semester provided by the after school program • Reintegrate the impact missing school has on students' academic success • Connect coming to school daily to other life skills • Reiterate the importance of coming to school daily during program orientation/other school events • Connect attendance to being able to stay in the program and/or participate in big events • Have fun, exciting and meaningful activities so students look forward to school just so they can go 	<p>come to school daily</p> <ul style="list-style-type: none"> • Parents feel supported in getting their student to school daily • Students feel compelled to come to school/extended day excited to participate in the activities • There is a unified vision and mission between the school day and the extended day program on the expectations for attendance 	<p>parents on barriers to getting their students to school</p> <ul style="list-style-type: none"> • Parent contact information • YPQA scores and OFCY/OUSD survey data
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	<p>to extended day</p> <ul style="list-style-type: none"> • Encouraging car pools, walking buddy's and wake up buddies (to call others in the morning) within the schools Community • Create an incentive/recognition process for parents of those students who's attendance has improved <p>Ask for donations in order to provide bus passes and/or alarm clocks to students.</p>		
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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.

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 while expanding our services.

SECTION 5: ATTENDANCE, PROGRAM DATES, AND PROGRAM SCHEDULE

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

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

Required # of Program Days your program will operate during School Year 2013-2014:	180 days required*
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Projected Daily Attendance during School Year 2013-2014:	105
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Program Schedule

Submit program schedule as an attachment, using the standard program schedule template.

** 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 Population	Academic Support (choose one)	CSSSP goal(s) or school need supported by activity	Measurable Outcomes	Description of program/activity	Instructional Strategies
1	All Extended Day Students	<input checked="" type="checkbox"/> Homework Support <input type="checkbox"/> Tutoring <input type="checkbox"/> Skill Building <input type="checkbox"/> Academic Intervention <input type="checkbox"/> Other	Extended Learning Time	Most students will understand, complete and turn in their homework when it is due	Homework time is mandatory for all students, all students will strive to finish and turn in their homework daily	<ul style="list-style-type: none"> • Copy of and answer guide for all applicable homework assignments • Use "Homework Help" strategies laid out in the Youth Works Methods Training • Enforce all homework procedures • Follow up with teachers and parents on

						student progress of homework completion
2	Targeted Students who are testing FBB/BB and our not meeting their benchmark standards	<input type="checkbox"/> Homework Support <input checked="" type="checkbox"/> Tutoring <input type="checkbox"/> Skill Building <input checked="" type="checkbox"/> Academic Intervention <input type="checkbox"/> Other	Extended Learning Time	Students will engage in targeted academic intervention	Academic intervention based on student needs	Collaborate with the academic liaison in aligning programming so that students attend the appropriate intervention class
	Special 6 th Grade Classes	<input type="checkbox"/> Homework Support <input type="checkbox"/> Tutoring <input checked="" type="checkbox"/> Skill Building <input type="checkbox"/> Academic Intervention <input type="checkbox"/> Other	Extended Learning Time	All students will increase their computer literacy skills, identify a college of choice, learn basic music comprehension skills and develop their artistic expression.	Students will engage in computer class, college prep courses, music class and art classes.	<ul style="list-style-type: none"> • Guided practice • Build upon new skills and concepts daily • Pre and post test as necessary • Project based learning model

SECTION 7: ENRICHMENT & PHYSICAL ACTIVITY / RECREATION

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

Type of Enrichment	Rationale	CSSSP goal(s) or school need supported by activity	Brief Description	Targeted Skills	Measurable Outcome
Special Events	X Student Identified X School Identified X Parent Identified <input type="checkbox"/> Other (specify)	<ul style="list-style-type: none"> • School Culture • Chronic Absences 	Youth will have the opportunities to engage in meaningful school wide events (fairs, guest speakers, themed events, lights on event, carnivals, performances/showcases, social events)	X College/Career Readiness <input type="checkbox"/> Social & Emotional Learning X Leadership <input type="checkbox"/> Academic (specify) X Health and Wellness <input type="checkbox"/> Other (specify)	<ul style="list-style-type: none"> • All ASP students will identify a possible career and college to attend • All students will understand the importance of physical and emotional health • All students will be given the opportunity to develop and practice leadership skills • All students will gain positive

<p>Physical Activities, Nutrition and Cooking Classes</p>	<p>X Student Identified X School Identified X Parent Identified <input type="checkbox"/> Other (specify)</p>	<ul style="list-style-type: none"> School Culture Chronic Absences Health and Well Being 	<p>Students will participate in a wide variety of sports and movement activities such as Playworks games, Afro/Brazilian dance, and team sports</p>	<p>X College/Career Readiness <input type="checkbox"/> Social & Emotional Learning X Leadership <input type="checkbox"/> Academic (specify) X Health and Wellness <input type="checkbox"/> Other (specify)</p>	<p>social skills</p> <ul style="list-style-type: none"> Students will feel more healthy and fit Students will develop Leadership skills Students will be able to identify new healthy food choices Students will learn new cooking skills
<p>Arts and Performing Arts</p>	<p>X Student Identified X School Identified <input type="checkbox"/> Parent Identified <input type="checkbox"/> Other (specify)</p>	<ul style="list-style-type: none"> School Culture Chronic Absences Health and Well Being 	<p>Students will engage in multiple arts and performing arts programs such as, theatre, art class, mixed media arts, and music class</p>	<p><input type="checkbox"/> College/Career Readiness X Social & Emotional Learning X Leadership <input type="checkbox"/> Academic (specify) X Health and Wellness <input type="checkbox"/> Other (specify)</p>	<p>Students will develop their performance skills, confidence and social skills</p>

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
Parent/Caregiver Orientation	<ul style="list-style-type: none"> Family and Community Engagement School Culture Chronic Absence 	Parents/caregivers will be briefed on all extended day program policies and procedures as well as vision, mission, goals and youth outcomes	100% of Parents are oriented, prior to program start	All policies and procedures have been vetted through the school's principal to ensure alignment and consistent messaging
Ensure that parents/caregivers know about any and all volunteer opportunities	<ul style="list-style-type: none"> Family and Community Engagement School Culture 	Use fliers, posters and newsletters, word of mouth and gorilla recruitment strategies to encourage parent volunteers.	There is a small group of volunteers that volunteer through the year	Include all school day volunteer opportunities in the extended day offerings
Create and utilize a parent/caregiver support team	<ul style="list-style-type: none"> Family and Community Engagement School Culture 	Parents will be able to support the after school program in developing programing and securing outside resources	Parents/caregivers have an impact on program offerings and support in the development of special events and outside resources	Increase the amount of opportunities families have to engage on school campus
Participate in the planning and execution of a family reading nights and other family literacy efforts	<ul style="list-style-type: none"> Family and Community Engagement School Culture 	A significant amount of extended day participants are expected to participate in family literacy night; program will accommodate the event by moving out of necessary spaces.	50% of Extended Day Parents attend family Literacy night	Increase the number of parents/caregivers that attend family literacy night

		Program staff will promote the event and create excitement/anticipation among students		
Host various family and student events	<ul style="list-style-type: none"> Family and Community Engagement School Culture 	Parents/caregivers will attend, be given the opportunity to contribute, give input on and plan special events for the school community.	50% of Extended Day Parents attend family and student events	Increase the amount of parents/caregivers who attend school events

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.	<ul style="list-style-type: none"> Accept referrals and recommendations made by school principal, academic liaison, teachers counselors and other school staff Work with the office manager to pull reports identifying students with chronic absenteeism

	<ul style="list-style-type: none"> • Pending other factors, target these students to enroll in program • Identify barriers and solutions for the families to ensure their student will be in school and in program daily
b) Inform parents about the importance of attendance and encourage parents to help each other get their students to class.	<ul style="list-style-type: none"> • Distribute information about OUSD/School and ASP attendance policies and guidelines • Review all attendance expectations, policies and procedures as well as rewards and consequences for attendance record
c) Track students with poor program attendance and reach out to find out why and how attendance could be improved.	<ul style="list-style-type: none"> • Ensure family and teacher updates around attendance • Call parents who did not notify coordinator of absences prior to program start • Get daily absence list from office • Ensure parent/caregiver contact information is up to date • Engage school day personnel for additional information around home life and new challenges the student/family may be facing
d) Celebrate good attendance and/or offer meaningful incentives to attract and reward students for attending our program.	<ul style="list-style-type: none"> • Accept referrals and recommendations made by school principal, academic liaison, teachers counselors and other school staff • Work with the office manager to pull reports identifying students with chronic absenteeism • Pending other factors, target these students to enroll in program • Identify barriers and solutions for the families to ensure their student will be in school and in program daily

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, helping 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

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?

BACR Extended Day Coordinator or appointed designee will track discipline data using SWIS. All CB teachers will create a Behavior Matrix for their courses, teach expected behaviors and align their positive consequences to these expectations. BACR Extended Day Coordinator will attend APOYO meetings at least quarterly to reflect on the discipline data as well and align support efforts to meet students socio-emotional needs.

BACR is committed to making every effort to train staff, observe staff and support their on-going development around school climate and culture. We are also making a targeted effort to identify, reflect on and improve on the areas of need we identify through program

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 (ie. Manhood Development circles, Ethnic Studies curriculum, recognition ceremonies for student accomplishments, Black professionals as role models or mentors, etc.):**

At this time, MLA does not reflect the patterns of dis-proportionality in suspensions as represented at the district level. The work of PBIS and RJ is being implemented to support ALL students by creating the positive school climate where teachers and staff to guide students in living up to our positive expectation and repairing harm in a restorative way. A shift away from purely punitive consequences is a deliberate effort to create the environment where all students thrive.

SECTION 11: Coordination with Other Service Providers

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

<p>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?</p>	<p><input type="checkbox"/> COST team (Coordination of Services Team) <input type="checkbox"/> SST (Student Study Team) <input type="checkbox"/> SSC (School Site Council) <input type="checkbox"/> ELT (Educational Leadership Team) <input type="checkbox"/> PTA <input type="checkbox"/> Attendance Team/Workgroup <input type="checkbox"/> CSSSP (Community School Strategic Site Planning) team <input checked="" type="checkbox"/> School Culture/Climate Committee <input type="checkbox"/> Other (specify)</p>
<p>List key community partners whom you will actively collaborate with to accomplish the goals of your program.</p>	<p>We will continue to work with our current Art, Academic and Athletics Instructors.</p>
<p>List all subcontractors who will be paid to deliver after school services.</p>	<p>Playworks Moving Forward Education Costa de Oro Ballet Folklorico Dance Group, and Cantare con Vivo.</p>
<p>Identify other service providers and support personnel at your school (ie. school psychologist, School Based Health Center staff, counselor, mental health therapist, school nurse, parent liaison, etc.) whom you will actively collaborate with to accomplish the goals of your program.</p>	<p>Principal Assistant Principal Academic Liaison Program Staff and Volunteers Office Manager Custodial Staff School Psychologist/Mental Health Staff Counselors School Faculty Fred Finch</p>

	Intern Counselor from Safe Passages.
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2013-14 After School Enrollment Policy for Melrose Leadership Academy School

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

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

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

Target Population(s)	Specific Data to Inform Selection of Program Participants	(High School Only) Indicate if participation is <i>Optional</i> or <i>Mandatory</i> for each target population
All Middle School Students Participate in Extended Day Program until 5:00 PM. Some stay until 6:00 PM.	All Parents informed of extended day program during registration.	

Grade levels prioritized for programming: 6th-8th

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.

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

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

Principal initials	Lead Agency initials	2013 - 14 Assurances for Grant Compliance and After School Alignment with School Day
mc	CH	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.
mc	CH	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.
umc	CH	Site Administrator will meet regularly with Site Coordinator to ensure program is meeting identified goals.
mc	CH	Site will share student outcome data to better refine program (Attendance data, EduSoft, Report Cards, IEP's, etc).
mc	CH	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.
mc	CH	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.
umc	CH	Site will invite Site Coordinator to participate on SSC, COST, SST, and CSSSP team to ensure coordination of services.
umc	CH	Site will coordinate the use of facilities and site level resources in support of program goals.
mc	CH	Site will provide Site Coordinator with office space that includes access to internet and phone.

Principal Signature:

Mayer Cont

Lead Agency Signature:

[Signature]

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 budget allocation for this position should be \$2,500 for the year, equivalent to 83 hrs/year.

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 external coach connected to the school
- 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:
Unknown

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

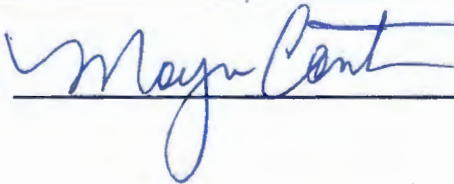
Teachers on Extended Contract for Direct Service


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 should not provide direct service to students. Academic Liaisons are paid at the higher rate of \$30.12 because their primary role is to provide training and staff capacity-building.)

List after school classes/activities that will be facilitated by teachers on extended contract	Anticipated hours/week for teacher on extended contract
N/A	N/A

Principal Signature: 

Lead Agency Signature: 

After School Safety and Emergency Planning for 2013-14

After School Safety and Emergency Planning

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

Yes No

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

B) Describe the training that site will provide after school staff on safety procedures, including lockdown procedures and communication protocols for crisis response.

C) Principal and Site Coordinator have reviewed the *OUSD After School Emergency/Crisis 1st Level Response Notification Protocol*.

Yes No

Facility Keys

Will the After School Program have access to facility keys for all areas where after school programming occurs?

Yes No

If no, indicate how the school campus will be secured if crisis should occur during after school hours and if lockdown is necessary:

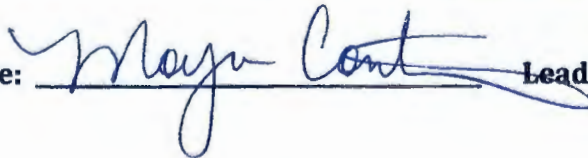
SSO Staffing: (check one)

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

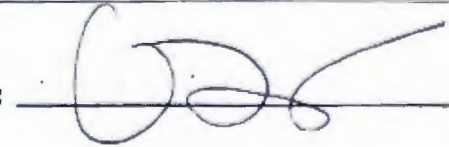
Site will pay Extra time/Over time (ET/OT) to accommodate an after school SSO.

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 and Staff Wellness

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: None planned at this time.

b) What professional development, coaching, and training supports will be provided by the lead agency partner?

Coordinator Summer Institute- All Site Coordinators will participate in six days of training that will expand their knowledge on Youth Development, Grant Compliance, Policies and Procedures, and Program Quality. During Summer Institute Coordinators will have the opportunity to review their program schedule and program plan, create their year plan, plan for parent events, and learn from a variety of experts in the after school field. In addition to Summer Institute, coordinators will have the opportunity to participate in BACR led and outside trainings throughout the school year. These training opportunities may include STEM trainings, Bridging the Bay, and Region IV trainings.

Team Cluster Meetings- All Site Coordinators will participate in Team Cluster Meetings led by their Program Manager monthly. During these meetings, the Program Manager will communicate updates from the district, the agency, as well as provide the team with professional development surrounding leadership, program development and youth development. Furthermore, the Program Manager will provide space for the Site Coordinators to receive feedback and workshop site based concerns or program quality.

Coordinator Supervision- All site coordinators will meet at least one time a month to discuss site progress, individual coordinator goals, staff development and other site based subjects with their supervisor. This is opportunity for 1 on 1 support.

Line Staff Summer Institute and Year Long PD opportunities- All Group Leaders will participate in a 3-day day institute (some days will be devoted to site level orientation) that will expand their knowledge on youth development, classroom management strategies, project based lesson plans, cooperative games, emergency procedures, mandated reporting, and policies and procedures.

Site Specific Staff Meetings- All Site Coordinators will have the opportunity to plan and lead their own staff meetings with their line staff. At these meetings, Site Coordinators will provide their line staff with lesson planning time, review site safety plans,

plan events for students and parents, and review important site information.

Line Staff Supervision-There will be time for line staff to consult with their coordinator, academic liaison and/or assigned grade teacher for consultation on student progress and lesson plan development. Staff will also be evaluated 3 times a year and undergo peer observation opportunities within site teams.

Program managers, coordinators and academic liaisons will conduct classroom observations for each of their group leaders to provide support and feedback on a regular basis. They will use this information to provide specific trainings and workshops.

The academic liaison will work with the coordinator to assist in the development of the academic component of the program. They will support the staff and coordinator in learning new skills around topics ranging from lesson planning, common core standards, classroom management etc. depending on the specific needs of the staff.

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). X Yes No

Staff Wellness

e) Please describe ways your program will work to support staff wellness over the course of the year: All programs will ensure that staff is well trained and prepared to achieve program goals. There will be an adequate time to prepare lesson plans so staff are happy with their work and go into program confident and stress free. Throughout the year, BACR will provide opportunities for professional development for staff with their peers, celebrations with their teams and recognition for their hard work. BACR will also provide opportunities to stop and reflect on staff wellness both emotionally and physically.

Principal Signature: _____

Megan Lent

Lead Agency Signature: _____

[Signature]

MLA 2013-2014 After-School Daily Program Schedule

Time	Activity
2:15-3:00	All Students Extended Day
3:00-3:15	Snack
3:15-4:00 pm	All Students Extended Day
4:00-5:00 pm	Intervention and Enrichments
5:00-6:00	Optional Enrichments

Board Office Use: Legislative 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

Community Schools, Thriving Students

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

TO: Board of Education

FROM: Dr. Anthony Smith, Ph.D., Superintendent *Maria Santos for Tony Smith*

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

ACTION REQUESTED

Authorize the President and Secretary of the Board to enter into and execute a Memorandum of Understanding with Bay Area Community Resources, on behalf of the District to provide services to students. This establishes a one year relationship with Bay Area Community Resources, and a Not-To-Exceed amount of \$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: Legislative File Info.	
File ID Number	13-1468
Introduction Date	6/26/13
Enactment Number	
Enactment Date	



**OAKLAND UNIFIED
SCHOOL DISTRICT**

Community Schools, Thriving Students

**MASTER
MEMORANDUM OF UNDERSTANDING
BETWEEN
OAKLAND UNIFIED SCHOOL DISTRICT and
Bay Area Community Resources**

2013-2014

1. INTENT

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

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

2. 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.**
- 2.3 **Notice of Termination.** OUSD may, at any time, terminate this Agreement upon not less than five (5) days written notice to CONTRACTOR. OUSD shall compensate CONTRACTOR for services satisfactorily provided through the date of termination. In addition, OUSD may terminate this agreement for cause should CONTRACTOR fail to perform any part of this Agreement. In the event of termination for cause, OUSD may secure the required services from another contractor. If the cost to OUSD exceeds the cost of providing the services pursuant to this Agreement, CONTRACTOR shall pay the additional cost.
- 2.4 **Choice of Law.** This Agreement shall be performed in Oakland, CA and is governed by the laws of the State of California.
- 2.5 **Licenses and Permits.** CONTRACTOR shall obtain and keep in force all licenses, permits, and certificates necessary for the performance of this Agreement.
- 2.6 **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
- 2.7 **Conflict of Interest.** CONTRACTOR shall abide by and be subject to all applicable OUSD policies, regulations, statutes or other laws regarding conflict of interest. CONTRACTOR shall not hire any officer or employee of OUSD to perform any service by this Agreement without first obtaining the prior written approval of OUSD. CONTRACTOR affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between CONTRACTOR's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to OUSD's attention in writing.

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

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

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 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.

ADDITIONAL ADDENDEM(S) ATTACHED

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

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

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

Mark W. [Signature]
CONTRACTOR

Date: 6/6/13

President, Board of Education
Oakland Unified School District

Date: _____

Secretary, Board of Education
Oakland 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	91,848
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

Units of Service for Lead Agency: Bay Area Community Resources 2013-2014

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, capoeira, yoga, recreational activities, wrestling, or other physical activity as needed.

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

Option 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

DATE (MM/DD/YYYY)

06/29/12

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

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

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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X	PHPK886325	07/01/12	07/01/13	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Abuse Sublimit 1,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY	X	PHPK886325	07/01/12	07/01/13	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS					BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
A	UMBRELLA LIAB	X	PHUB387667	07/01/12	07/01/13	EACH OCCURRENCE \$ 5,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION \$ 10,000					AGGREGATE \$ \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	WC201200001937	07/01/12	07/01/13	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	<input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability		PHPK886325	07/01/12	07/01/13	Each 1,000,000 Aggregate 2,000,000

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

CERTIFICATE HOLDER**CANCELLATION**

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

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

AUTHORIZED REPRESENTATIVE
Sindy Graham

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

COMMERCIAL GENERAL LIABILITY

EFFECTIVE: * July 1, 2012 - 2013

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED — CONTROLLING INTEREST

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization

Oakland Unified School District

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

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

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:

1. 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

Program Runs Effectively

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

Benefits from Participating

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

Parents

Program Runs Effectively

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

Benefits from Child Participating

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

ADVANTAGES FOR PARTNER SCHOOLS

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

BACR AS A FISCAL SPONSOR

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

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

CONTACT US

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

East Bay: Marisa Ramirez, (510) 559-3025; mr Ramirez@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

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.

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PRODUCER Farallone Pacific Insurance Services, License # 0F84441 859 Diablo Avenue Novato, CA 94947 Peter C. Schmale, ext 121	415-493-2500	CONTACT NAME: Sindy Graham
	415-493-2505	PHONE (A/C, No, Ext): 415-493-2166 FAX (A/C, No): 415-493-2505
		E-MAIL ADDRESS: sgraham@fp-ins.com
		INSURER(S) AFFORDING COVERAGE
		INSURER A: Philadelphia Indemnity Ins Co. NAIC # 32760
		INSURER B: State Compensation Ins. Fund
		INSURER C:
		INSURER D:
		INSURER E:
		INSURER F:

INSURED **Bay Area Community Resources, Inc.**
171 Carlos Drive
San Rafael, CA 94903-2005

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

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

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

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

CERTIFICATE HOLDER

CANCELLATION

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

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

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.)

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.