Board Office Use: Legislative File Info.						
File ID Number	13-1710					
Introduction Date	8/28/13					
Enactment Number	13-1741					
Enactment Date	8-28-13 1					



Memo

Board of Education

From

Gary Yee, Ed.D., Superintendent

By: Maria Santos, Deputy Superintendent, Instruction, Leadership &

Equity-in-Action Marks

Vernon Hal, Deputy Superiptendent, 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) - 172/Fred T. Korematsu 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 172/Fred T. Korematsu 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 A-Lead Agency Unit for Arts, Recreation, Leadership and Family Literary activities in its capacity as a Comprehensive After School Program Lead Agency at Fred T. Korematsu Academy for the period of July 1, 2013 through August 22, 2014, in an amount not to exceed \$91,118.00, 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 Fred T. Korematsu 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 \$91,118.00.

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	13-1710						
Introduction Date	6/28/13						
Enactment Number	13-1741						
Enactment Date	8-28-134						



	8-28-134								
	INDIVIDUAL	SERVICE	AGREEME	NT (ISA)	2013-2014				
MASTER MOU INFO		OLIVICE	AGRELINE	NT (IOA)	2010-2014				
VENDOR NAME	Bay Area Commun	ity Resources			,				
VENDOR#	1001628								
SITE / DEPT NAME		Academy		SITE#	172				
	T - EMAILS ABOUT THIS CONTRA			es.wilson@ous	***				
					N - N				
	ERVICES (EXHIBIT A OF								
	OF SERVICE (SEE EXHIBIT FULL DESCRIPTION OF SCOPE OF SES)	GRADE LEVEL(S) SERVED	RATE PER UNIT	DESIRED UNITS	AMOUNT (DESIRED UNITS TIMES RATE PER UNIT)				
A-Lead Agency Unit for Ele	ementary	K-5	\$ 94,358	111	\$91,118				
			\$		\$				
			\$		\$				
IE EEE DOES HOTES	IAL DATE DED LINETAN TO	DI ED DY DECI		TAL AMOUNT					
	JAL RATE PER UNIT MULTII								
	lize own teachers to provide opting to fund School Safety								
BUDGET INFORMATION	ON				. 60				
REQUISITION NUMBER	R R0400781	START DAT	E July 1, 2013	END D	ATE August 22, 2014				
RESOURCE#	RESOURCE NAME		ORG KEY		AMOUNT				
6010	ASES		1721553401		91,118.00				
				9					
				\$					
	ervices Agreement is a JSD to pay for services								
agent, commits oc	the Master MOU re				ins and conditions of				
VENDOR	NAME MARTINWEIN			CEØ /					
SIGNATURE	11/11/11/11/11		DATE	11111					
OUSD SITE	T F //W/	2011	//						
ADMINISTRATOR	NAME, CHARLES WIL	N 29	TITLE	Principal					
SIGNATURE	Challest	Ullan	DATE	0/21/13					
APPROVAL									
	EVIEWED BY STATE AND FE								
SPSA ACTION IT			MODIFICATION	DOCUMENT	ATION ATTACHED				
	SER, if using funds managed by: Quality Community School		t After School	Programs					
SIGNATURE	Julia Ma			DATE	7-17-13				
SIGNATURE	/			DATE					
NETWORK OR DEPA	RTMENT EXECUTIVE OFF	ICER							
SIGNATURE	1 Clan Colo	VVV F	OF K.KEAN	DATE	7.18.13				
PRESIDENT AND THE	SECRETARY OF THE BO	ARD OF EDUC			, ,				
SIGNATURE	(at	0 ,	1	DATE	8/29/13				
SIGNATURE	X	11.4	10	DATE	8/29/13				

AFTER SCHOOL BUDGET PLANNING SPREADSHEET ELEMENTARY & MIDDLE SCHOOLS 05.14.13 v3

Site Name:	Fred T. Korematsu Academy			ASES	OFCY	Program Fees (if applicable)	110mg	Other Lead Agency Funds
Site #:	172		Resource 6010, F	rogram 1553				
Average #	of students to be served daily (ADA):	%	OUSD L	ead Agency	Grantee:	Lead Agency	-01-0	Lead Agency
	TOTAL GRANT AWARD		\$112,5	000	\$67,000	\$0	\$0	\$0
CENTRAL SUPPLIES	COSTS: INDIRECT, ADMIN, EVAL, PD, CUSTODIAL	-,						
	OUSD Indirect (4.57%)		\$4,917					
	OUSD ASPO admin, evaluation, and training/ technical assistance costs		\$7,038					
	Custodial Staffing and Supplies at 3.17%		\$3,187					
	TOTAL SITE ALLOCATION		\$97,35	58			1 - 1	
CERTIFICA	TED PERSONNEL							
	Academic Liaison/Quality Support Coach REQUIRED		\$2,500				\$0	
1120	Certificated Teacher Extended Contracts		\$0				\$0	
			100		****************		\$0	
	Total certificated		\$2,500				\$0	
CLASSIFIE	ED PERSONNEL							
2205	Site Coordinator (list here, if district employee)		\$0	\$0	\$0		\$0	\$0
2220	SSO		\$2,700				\$0	
			\$0					
	Total classified		\$2,700	\$0	\$0		\$0	\$0

AFTER SCHOOL BUDGET PLANNING SPREADSHEET ELEMENTARY & MIDDLE SCHOOLS 05.14.13 v3

Site Name:	Fred T. Korematsu Academy			ASES	OFCY	Program Fees (if applicable)	1 Stiffing	Other Lead Agency Funds
Site #:	172		Resource 6010	, Program 1553				
Average #	of students to be served daily (ADA):	%	OUSD	Lead Agency	Grantee:	Lead Agency	DUSD	Lead Agency
	TOTAL GRANT AWARD		\$112	2,500	\$67,000	\$0	\$0	\$0
BENEFITS								
	Employee Benefits for Additional Time (20% of total salaries paid as extended contracts or overtime)		\$1,040					
3000's	Employee Benefits for Salaried Employees (40%)		\$0					
3000's	Lead Agency benefits (rate: 25 %)			\$0				
	Total benefits		\$1,040	\$0	\$0		\$0	\$0
BOOKS AN	ND SUPPLIES							
	Supplies (OUSD only, except for Summer Supplemental)		\$0		\$1,207		\$0	\$0
4310	Curriculum (OUSD only)		\$0				\$0	\$0
5829	Field Trips		\$0				\$0	\$0
4420	Equipment (OUSD only)		\$0				\$0	\$0
	Trainings (CPS, Classroom Management, Lesson Planning, etc.)				\$150			\$500
	Summer Institute Training				\$150			
	Telephone/Internet/Communications			4000	\$1,200			
	STEM Curriculum, Supplies			\$900				
	Travel				\$120			
	Total books and supplies		\$0	\$900	\$2,827		\$0	\$500
CONTRAC	TED SERVICES							
	Site Coordinator (salary \$38,000 + \$9,500 = \$47,500 ASES @ \$39,583.33; 2 month OFCY@		\$0	\$39,583	\$7,917			
5825	BACR Program Manager @ \$7,750			\$94	\$7,656			

AFTER SCHOOL BUDGET PLANNING SPREADSHEET ELEMENTARY & MIDDLE SCHOOLS 05.14.13 V3

Site Name:	Fred T. Korematsu Academy			ASES	OFCY	Program Fees (if applicable)	Contract of	Other Lead Agency Funds
Site #:	172		Resource 6010	, Program 1553				
Average #	of students to be served daily (ADA):	%	OUSD	Lead Agency	Grantee:	Lead Agency	OUST	Lead Agency
	TOTAL GRANT AWARD		\$112	2,500	\$67,000	\$0	\$0	\$0
	Academic Instructors/Enrichment Facilitators (5 Instructor): (\$13/hr x 19.5 hrs/wk x 36 wks/180 days = \$9,126/Instructor x 5 = \$45, 630 and Additional Short Days @ \$1,800= \$47,430 + \$11,858 (Fringe) = \$59,288)		\$0	\$43,231	\$16,057			
	Professional Development for Academic Instructors/Enrichment Facilitators (5 Instructors @ \$13/hr x 25 hrs of PD per Instructor = \$325/ Instructor x 5 = \$1,625 + \$406.25 (Fringe) = Total			\$0	\$2,031			
	Consultant: Fast For Word Lab (Lisa Swayne: \$13/ hr x 20 hrs/wk x 36 wks = \$9,360 + \$2,340 (Fringe) = \$11,700			\$3,888	\$7,812			
	AmeriCorps member (\$14,000 @ 50%/site) = \$7,000/site			\$0	\$7,000			\$7,000
	Subcontractor: Destiny Arts: Martial Arts & Theater- Movement Theater Arts - 2 days/wk @ 1 hr/day. Disciplines vary-Fall, (Martial Arts) Spring (Theater				\$9,000			
	Total services		\$0	\$86,796	\$57,473	\$0	\$0	\$7,000
IN-KIND DI	RECT SERVICES	,						
	Personnel Off-Site (East Bay Director (\$2,160)						\$0	\$2,160
	Volunteer Coordinator (2.9% FTE per site - \$840)						\$0	\$840
	Director of Academics							\$2,000
	Administrative Assistant							\$1,217

AFTER SCHOOL BUDGET PLANNING SPREADSHEET ELEMENTARY & MIDDLE SCHOOLS 05.14.13 v3

Site Name:	Fred T. Korematsu Academy		ASES		OFCY	Program Fees (if applicable)	2.444.44	
Site #:	172		Resource 6010	Program 1553				
Average#	of students to be served daily (ADA)	%	OUSD	Lead Agency	Grantee:	Lead Agency	niist	Lead Agency
	TOTAL GRANT AWARD		\$112	,500	\$67,000	\$0	\$0	\$0
	Total value of in-kind direct services					\$0	\$0	\$6,217
LEAD AG	ENCY ADMINISTRATIVE COSTS							
	Lead Agency admin (4% max of total contracted \$)			\$3,422.00	\$6,700			\$0
SUBTOTA	ALS							
	Subtotals DIRECT SERVICE	85	\$7,929	\$87,696	\$60,300	\$0	\$0	\$13,717
	Subtotals Admin/Indirect	15	\$13,453	\$3,422	\$6,700	\$0		\$0
TOTALS								
	Total budgeted per column		\$21,382	\$91,118	\$67,000	\$0	\$0	\$13,717
	Total BUDGETED	100	\$112	,500	\$67,000	\$0	\$0	\$13,717
	BALANCE remaining to allocate		-\$	0	-\$0			
	TOTAL GRANT AWARD/ALLOCATION TO SITE		\$112	,500	\$67,000			

ASES MATCH REQUIREMENT: ASES requires a 3:1 match for every grant award dollar awarded.	
Total Match amount required for this grant:	37,500
Facilities count toward 25% of this match requirement:	9,375
Remaining match amount required:	28,125

AFTER SCHOOL BUDGET PLANNING SPREADSHEET ELEMENTARY & MIDDLE SCHOOLS 05.14.13 v3

Site Name:	Fred T. Korematsu Academy		ASES	OFCY	Program Fees (if applicable)	0.000 0.000 0.000	Other Lead Agency Funds
Site #:	172		Resource 6010, Program 1553				
Average#	f of students to be served daily (ADA):	%	OUSD Lead Agency	Grantee:	Lead Agency	allab	Lead Agency
11	TOTAL GRANT AWARD		\$112,500	\$67,000	\$0	\$0	\$0
	ould be met by combined OFCY funds, other private dollars, and in-kind resources. This is:		67,000				
Total Matc	ch amount left to meet:		-38,875				

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: Korematsu Discover Academy Date: April 25, 2013 Principal Signature: Lead Agency Signature: After School Site Coordinator Name (if known at this time): Iman Hawthorn 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. Balanced Literacy and Literacy Across the Curriculum X Science, Technology, Engineering, and Mathematics (STEM) Transitions and Pathways Pre-K to 12 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) **Building Capacity and Leadership** X Family and Student Engagement Strategic Operational Practices

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

100% of ASP Staff will know and implement school day behavior and discipline policy.

100% of students will participate in Fast Forward on a daily basis with goal of improving RLI scores.

100% of students will engage in hw on a daily basis.

100% of students will report they engage in new and interesting activities.

100% of students will engage in service learning projects to improve the school community.

100% of students will be able to select at least one enrichment activity through the school year.

SECTION 3: OUSD Strategic Questions Complete the matrix for at least two of the following four OUSD Strategic questions.									
Strategic Questions/Desired Outcomes As a result of our ASP efforts	Strategic Activities What after school strategic activities will support the desired outcomes?	Outcomes of Strategic Activities What short-term outcomes will you expect from your efforts by the end of the school year?	Data used to assess the strategic activities What data will be collected to measure these outcomes?						
High School Graduation: How many more Oakland children are graduating from high school?	Provide academic support, enrichment, and physical activity that align with school day goals.	Increased homework completion and student participation in the classroom.	Standardized tests, student report cards						
Satisfactory School Day Attendance: How many more Oakland children are attending school 95% or more?	Collaborate with community organizations to provide meaningful student and family engagement to enhance school culture.	Increase in student daily attendance. Increase in family participation at school events.	Attendance rosters.						
Job Skills/Career readiness: How many more students have meaningful internships and/or paying jobs?	Students will participate in enrichment activities that will give them leadership opportunities such as buddying with different grades levels during weekly activities	Leadership committee between two schools	Attendance rosters.						
Health and Well-being: How many more Oakland children have access to, and use, the health services they need?	ASP curriculum will help students make a connection between what they eat and having energy to do HW and		Attendance rosters, hw completion, teacher input.						

	play. Students will also participate in structured, organized physical activities.									
SECTION 4: Program Model an										
For 2013-2014, my site will operate t	he following program model:									
☐ Extended School Day: addition particular grade and/or all students of Blended/Hybrid: combination of	f some extended day and some tradit	edule during after scho	ol hours for students of a							
Description and Rationale for S Describe how the selected Lead Age	Selection of Lead Agency ency partner will support the school's	plans for Full Service C	community School development							
Describe from the collected Load right	may partitor will cappert the conserve	plane for Fall Corvice C	community control development.							
nurturing and enjoyable environmentegrating the principles and pracestudents and parents as our custo	The BACR philosophy about after school programs extend 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 your 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 program is consistent with the BACR mission of serving youth and families, fostering									
•	inity. As a large, diverse commun n quality while expanding our servi		s the organizational capacity							
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 Scho	ool Year 2013-2014:	180 days required*							
Projected Daily Attendance during	School Year 2013-2014:		90							
Program Schodulo										

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 Popula-tion	Academic Support (choose one)	CSSSP goal(s) or school need supported by activity	Measurable Outcomes	Description of program/activity	Instructional Strategies
1	All students	 ☑ Homework Support ☐ Tutoring ☑ Skill Building ☑ Academic Intervention ☐ Other 	Academic Acceleration Ensure that all after school and outside tutors are supported to use Power Standards for focused student support.	Each student will move up at least one CST or benchmark performance level.	Homework Zone-All students are required to participate in homework zone until 4:30pm	After School Instructors will be familiar with HW and receive HW on a weekly basis. Guided practice of sample problems. Students work independently Assistance as needed provided by tutor/staff.
2	All students	☐ Homework Support ☐ Tutoring ☐ Skill Building ☑ Academic Intervention ☐ Other	Tier 2 Intervention	Each student will move up at least one CST benchmark performance level.	Fast for Word Intervention program	After School Instructors will be actively involved in the implementation of Fast for Word.
3	FBB/BB/	☐ Homework Support	Academic	Each student will	SES Programs	Students will work

	ELL	☑ Tutoring☐ Skill Building☐ Academic Intervntn☐ Other	Acceleration Ensure that all after school staff will be trained in Consistent Instructional model strategies and techniques for their grade level.	move up at least one CST or benchmark performance level. All EL students will progress one or more levels on the CELDT test.	Academic Mentors Fast for Word	with ASP Instructors individually or in small groups.
4	FBB/BB ELL	☐ Homework Support ☐ Tutoring ☐ Skill Building ☑ Academic Intervntn ☐ Other	Academic Acceleration Ensure that all after school and outside tutors are supported to use Power Standards for focused student support.	Each student will move up at least one CST or benchmark performance level. All EL students will progress one or more levels on the CELDT test.	Fast for Word Intervention program	Using the school day curriculum and hw description. ASP will work w/ AL to identify students and provide comprehensive plans.
5	All Students	☐ Homework Support ☑ Tutoring ☑ Skill Building ☐ Academic Intervntn ☐ Other	Academic Acceleration Ensure that all after school and outside tutors are supported to use Power Standards for focused student support.	Each student will move up at least one CST or benchmark performance level. All EL students will progress one or more levels on the CELDT test.	Homework Zone	Using the school day curriculum and hw description. Work w/ AL to identify students and provide comprehensive plan. Provide quality enrichment. Balanced literacy will be used.
6	Chronic Absenteeism	☐ Homework Support ☐ Tutoring ☐ Skill Building ☐ Academic Intervntn ☐ Other	Academic Acceleration Ensure that all after school staff will be trained in Consistent Instructional model strategies and techniques for their grade level.	Each student will move up at least one CST or benchmark performance level. All EL students will progress one or more levels on the CELDT test.	SES Programs Academic Mentors	Using the school day curriculum and hw description. Work w/ AL to identify students and provide comprehensive plans. ASP will work with the MH team to support chronically absent students' socie-emotional needs.

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 Enrich- ment	Rationale	CSSSP goal(s) or school need supported by activity	Brief Description	Targeted Skills	Measurable Outcome
Physical Activity/ Fitness	 ✓ Student Identified ✓ School Identified □ Parent Identified □ Other (specify) 	Students assess and maintain a level of physical fitness to improve health and performance (P.E. State Standard 3.0)	Students will have the opportunity to participate in various seasonal sports teams and will develop sportsmanship.	 ☑ Conflict Resolution ☑ Social Skills ☐ Leadership ☐ Academic (specify) ☑ Health/Fitness ☐ Other (specify) 	100% of students will have the opportunity to sign up to participate in activity. 50% to 60 percent will be signed up depending on student's interest.
Gardening/ Nutrition* (*required for sites applying for OFCY gardening grants.)	☑ Student Identified ☑ School Identified ☐ Parent Identified ☐ Other (specify)	All students will comprehend essential concepts related to enhancing health (Health Education Standard 1.0).	Students will cultivate and maintain the school garden, Students will learn about healthy eating and understand relationship between behavior and health.	☐ Conflict Resolution ☑ Social Skills ☐ Leadership ☑ Academic (specify) ☑ Health/Fitness ☐ Other (specify)	100% of the 15 students that sign up will participate. Students will be enrolled by interest and chosen by their level of priority for activity.
Visual arts	☑ Student Identified ☑ School Identified ☐ Parent Identified ☐ Other (specify)	Students apply artistic processes and skills, using a variety of media to communicate meaning and intent in original works of art (Visual Arts Standard 2.0)	Students will work on art projects are culturally relevant using different types of media.	☐ Conflict Resolution☐ Social Skills☐ Leadership☐ Academic (specify)☐ Health/Fitness☐ Other (specify)	100% of the 15 students that sign up for Art will participate. 100% of enrolled students will compare and contrast different works of art and will apply writing strategies to create an original piece (Hero's Project through Art Esteem). Students will be enrolled by interest and chosen by their

Students will be exposed to different cultures through dance.	 ☑Conflict Resolution ☑Social Skills ☐ Leadership ☐ Academic (specify) ☑Health/Fitness ☐ Other (specify) 	activity. 100% of 20 students that sign up will participate. Students will be enrolled by interest and chosen by their level of priority for activity.
Students will engage in different interactive activities and will develop sportsmanship.	 ☑Conflict Resolution ☑Social Skills ☐ Leadership ☐ Academic (specify) ☑Health/Fitness ☐ Other (specify) 	100% of students will participate in indoor and outdoor recreation for at least 2 hours each week.
r	in different interactive activities and will develop sportsmanship. RACY volvement, connect f school day programs family involvement, ether activities, parentiter school programs.	in different interactive activities and will develop sportsmanship. □ Social Skills □ Leadership □ Academic (specify) □ Health/Fitness □ Other (specify)

	activity			literacy efforts or resources
Family Celebrations/ Performances	KDA will build the school's and parents' capacity for strong parental involvement, in order to ensure effective involvement of parents and to support a partnership among the school involved, parents, and the community to improve student academic achievement.	Parent will be invited to the ASP program to view what the students have learned during each semester.	80% to 90% of families will attend events. Measured attendance will be tracked with signin sheets for each event.	Family Engagement, parent involvement and outreach
Family Reading Nights	KDA will build the school's and parents' capacity for strong parental involvement, in order to ensure effective involvement of parents and to support a partnership among the school involved, parents, and the community to improve student academic achievement.	Families will attend/ participate in reading to students in order to promote the importance of Literacy	80% to 90% of families will attend events. Measured attendance will be tracked with signin sheets for each event.	Family Engagement, parent involvement and outreach.
Parent Orientation	KDA will, to the extent feasible and appropriate, take the following actions to ensure that information related to the school and parents-programs, meetings, and other activities, is sent to the parents of participating children in an understandable and uniform format, including alternative formats upon	Families will attend an orientation to find out what the program has to offer which includes program schedule, policies, and types of activities. Orientation will be provided in both English and Spanish.	80% to 90% of families will attend event. Measured attendance will be tracked with signin sheets for each event and number of applications turned in during orientation.	Family Engagement, parent involvement and outreach.

request and to the extent practicable, in a language that parents can understand.

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.	Talk with the principal, day teachers, and parents, to review absent data. Talk about family support with parents and refer them to appropriate resources when needed. Work with district, school, Success Office, and BACR to find services/resources for the students and their families.
 b) Inform parents about the importance of attendance and encourage parents to help each other get their students to class. 	Discuss the importance of attendance at family events, orientations, and family meetings. Refer parents to appropriate resources, if needed.
 c) Track students with poor program attendance and reach out to find out why and how attendance could be improved. 	Work with Principal and attendance clerk to review attendance data for students in ASP. Parents will be called when students are absent and an action plan will be put into place.
 d) Celebrate good attendance and/or offer meaningful incentives to attract and reward students for attending our program. 	Hold an award ceremony or acknowledge students at showcases and school-wide events.

SECTION 10:	Transforming	School Cul	Iture and Climate
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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 ✓ Bullying Prevention Other: (please specify)
b) How will the school and lead agency partner work together to ensure that the after school program is aligned and supporting these efforts, and helping to transform school culture and climate?

BACR will train Program Coordinator around issues of Restorative Justice, Social Emotional Learning and Bullying Prevention. BACR will also advocate for Program Coordinator's participation in any school day trainings around these issues in order to align with the school day policies

In addition, Academic Liaison will train and provide PD to ASP Staff to align school day behavior policy with ASP policy. ASP staff will participate in school day PD's twice a year.

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.): Korematsu ASP Instructors will identify students to receive additional mental health support. The instructors will reflect the community and serve as role models to the students. The Black Student Union will continue to be a backdrop for students to voice their concerns, share their experiences, and celebrate their culture.

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. ☑ COST team (Coordination of Services Team) The after school Site Coordinator or Director will actively SST (Student Study Team) participate in which of the following school group(s), in order ☑ SSC (School Site Council) to increase alignment between after school and school day ☐ ELT (Educational Leadership Team) efforts? □ PTA ☐ Attendance Team/Workgroup ☐ CSSSP (Community School Strategic Site Planning) team ☑ School Culture/Climate Committee ☐ Other (specify) List key community partners whom you will actively collaborate with to accomplish the goals of your program. Public Profit, Success Office, BACR List all subcontractors who will be paid to deliver after **Destiny Arts** school services. School Attendance Clerk, School Psychologist, School Identify other service providers and support personnel at your school (ie. school psychologist, School Based Health Nurse, Parent Liaison, Teacher Liaison Center staff, counselor, mental health therapist, school nurse, parent liaison, etc.) whom you will actively collaborate with to accomplish the goals of your program.

2013-14 After School Enrollment Policy for Korematsu Discover Academy (KDA)

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
Students in need of academic support and Intervention	Applications, school data, parent information, previous family knowledge.	
Students from socio-economically disadvantaged families/backgrounds	Applications, school data, parent information, previous family knowledge.	
English Language Learners	Applications, school data, parent information, previous family knowledge.	

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

Additional Notes:

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

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

Timeline	After School Enrollment Steps/Process	Individual(s) responsible
May	Schedule a Parent Orientation with parents of current students in ASP	Program Coordinator
	Flyer and announce Parent Orientation to recruit new families	Program Coordinator
	Outreach to parents, teachers and community	Program Coordinator, Principal
June	Hold Parent Orientation and distribute and collect application packets	Program Coordinator, ASP Staff
	Give ASP overview as well as important updates like ASP attendance and pick up policies	Program Coordinator
	Review applications	Program Coordinator
	Send program acceptance, denial or waitlist notices	Program Coordinator, ASP Staff

Important dates to include in your timeline:

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

Principal Signature:

Lead Agency Signature:

and 21st CCLC After School Programs

2013-2014

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

Principal and Lead Agency representative (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		
(10)	6	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.		
Ce0/6#	0	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.		
Centra	0	Site Administrator will meet regularly with Site Coordinator to ensure program is meeting identified goals.		
Ceo KN	0	Site will share student outcome data to better refine program (Attendance data, EduSoft, Report Cards, IEP's, etc).		
Cert	Q)	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.		
CW/LH	0	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.		
CID/LH	0	Site will invite Site Coordinator to participate on SSC, COST, SST, and CSSSP team to ensure coordination of services.		
Cellen		Site will coordinate the use of facilities and site level resources in support of program goals.		
Clethy	0	Site will provide Site Coordinator with office space that includes access to internet and phone.		
Cw/Lx	B	Site Administrator will share the School Site Safety Plan with the Site Coordinator and discuss appropriate policies and procedures to ensure safety during the after school hours.		
Principal Signature:		Lead Agency Signature: AUST		

Academic Liaison/Quality Support Coach

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

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

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

Academic Liaison/Quality Support Coaching Planning
a) Please identify who will fulfill the Academic Liaison/Quality Support Coach role for 2013-14:
 □ A credentialed teacher on staff who has effective skills and experiences in coaching and/or adult learning ☑ A qualified professional who is part of the school staff □ An OUSD coach connected to the school (i.e. LCI Literacy or Math coach, BTSA coach, etc.) □ Other individual (please specify in detail):
If known, please specify the name of the person who will fill the Academic Liaison role, and identify his/her role in the school: Cecilia Harrison (Community Relations Assistant)
b) Some schools are challenged in finding a qualified individual on staff who can fulfill the Academic Liaison/Quality

After School Safety and Emergency Planning for 2013-14

After School Safety and Emergency Planning
 A) The Comprehensive School Site Safety Plan will incorporate the After School Program. The Principal and Site Coordinator will discuss plans and procedures for after school safety, and the Site Coordinator will have access to the Comprehensive School Site Safety Plan. ☑ 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. The After School Staff will be involved in two practice emergency drills to familiarize them with the school's overall crisis response and given the emergency protocol.
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: TBD
b) What professional development, coaching, and training supports will be provided by the lead agency partner? SAPQA, CPS, Curriculum Development and Planning, Self-Care, Classroom Management, Behavior Management, CPR/First Aid, ASPO trainings.
c) What professional development opportunities will be provided by the school site? Staff will continue to attend school's designated PD on school holidays.
d) ASPO professional development will consist of the mandatory August Institute (Aug. 5-9, four days for new site coordinators; three days for returning site coordinators), mandatory monthly site coordinator meetings (2 hrs/month), optional Youth Work Methods trainings (9 workshops aligned to YPQA, 2 hours each), and various professional learning communities (time commitment varies). Please mark:
I understand that professional development helps ensure program quality. My program is committed to providing/accessing professional development opportunities for after school staff, based on needs identified by program data. My program will adequately budget for staff time to participate in professional development over the course of the year (for key line staff, recommended at least 20 hours of PD/year). Yes No
Staff Wellness

e) Please describe ways your program will work to support staff wellness over the course of the year: Retreat, Regular Check-ins, wellness training, exercise groups, healthy potlucks

Principal Signature:

Lead Agency Signature:

ASES and 21st CCLC After School Programs 2013-2014



High Hopes After School Program 2013 - 2014

Korematsu

	1:30-2:55	2:55-3:30	3:30-4:30	4:3	0-5:30	5:30-6:00
Monday		Sign-In/Snack -Cafeteria G1-Comp Lab	Computer Lab/HW G1-HW/Math&ReadingCenters G2-Comp Lab 3:30-4:00 G3-Comp Lab 4:00-4:30		ent Electives G1-3	Table Activities in cafeteria
Mo			Enrichment Electives G4-5	G4-Comp	er Lab/HW Lab 4:30-5:00 Lab 5:00-5:30	
Tuesday		Sign-In/Snack -Cafeteria G1-Comp Lab	Computer Lab/HW G1-HW/Math&ReadingCenters G2-Comp Lab 3:30-4:00 G3 Comp Lab 4:00-4:30		ent Electives G1-3	Table Activities in cafeteria
Tuc			Enrichment Electives G4-5 Gardening/PE	G4-Comp	<u>er Lab/HW</u> Lab 4:30-5:00 Lab 5:00-5:30	
Wednesday	ALL GRADES Sign-In/ Building	Snack -Cafeteria G1-Comp Lab	Computer Lab/HW G1-HW/Math&ReadingCenters G2-Comp Lab 3:30-4:00 G3-Comp Lab 4:00-4:30		ent Electives eater Arts/PE	Table Activities in cafeteria
Wedi	Intentional Communities		Enrichment Electives G4-5 Gardening /PE	G4 Comp	er <u>Lab/HW</u> Lab 4:30-5:00 Lab 5:00-5:30	
day		Sign-In/Snack -Cafeteria G1-Comp Lab	Computer Lab/HW G4-Comp Lab 3:30-4:00 G5-Comp Lab 4:00-4:30		ent Electives eater Arts/PE	Table Activities in cafeteria
Thursday			Enrichment Electives G1-3 Gardening/PE	G1-HW/Math G2-Comp	er Lab/HW &ReadingCenters Lab 4:30-5:00 Lab 5:00-5:30	
Friday		Sign-In/Snack -Cafeteria G1-Comp Lab	S.T.A.R.S PROGRAM ROTATIONS Comic Book Design-Mr. Kirk All Star Sports-Mr. Jensen Cooks in the Kitchen-Ms. Lacretia/Ms. Nae Arts & Crafts-Ms. Tonya		Table Activities in cafeteria	
			ASP Teachers and Classroom Assig			
Grade 1		Grade 2	Grade 3	Grade 4 Grade 5 TBD TBD		

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



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

TO:

Board of Education

FROM:

Dr. Anthony Smith, Ph.D., Superintendent Mario Source Source Master Memorandum of United 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: Legi	slative File Info.
File ID Number	13-1408
Introduction Date	6/26/13
Enactment Number	
Enactment Date	



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 <u>July 1, 2013 to August 22, 2014</u> and may be extended by written agreement of both parties. **ISA's are void upon termination or expiration of the Master MOU.**
- 2.2 All terms and conditions apply jointly and severally to all CONTRACTOR'S employees, agents, partners, subcontractors, and/or volunteers acting on behalf of, and by the direction of CONTRACTOR.
- 2.3 Notice of Termination. OUSD may, at any time, terminate this Agreement upon not less than five (5) days written notice to CONTRACTOR. OUSD shall compensate CONTRACTOR for services satisfactorily provided through the date of termination. In addition, OUSD may terminate this agreement for cause should CONTRACTOR fail to perform any part of this Agreement. In the event of termination for cause, OUSD may secure the required services from another contractor. If the cost to OUSD exceeds the cost of providing the services pursuant to this Agreement, CONTRACTOR shall pay the additional cost.
- 2.4 Choice of Law. This Agreement shall be performed in Oakland, CA and is governed by the laws of the State of California.
- 2.5 Licenses and Permits. CONTRACTOR shall obtain and keep in force all licenses, permits, and certificates necessary for the performance of this Agreement.
- 2.6 Counterparts. This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
- 2.7 Conflict of Interest. CONTRACTOR shall abide by and be subject to all applicable OUSD policies, regulations, statutes or other laws regarding conflict of interest. CONTRACTOR shall not hire any officer or employee of OUSD to perform any service by this Agreement without first obtaining the prior written approval of OUSD. CONTRACTOR affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between CONTRACTOR's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to OUSD's attention in writing.

- 2.8 Drug-Free / Smoke Free Policy. No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, CONTRACTORS, or subcontractors are to use drugs on these sites.
- 2.9 Anti-Discrimination. Consistent with the policy of OUSD in connection with all work performed under Contracts, CONTRACTOR shall not engage in unlawful discrimination in employment on the basis of actual or perceived race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex or sexual orientation. CONTRACTOR agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and OUSD policy. In addition, CONTRACTOR agrees to require like compliance by all its subcontractor(s).
- 2.9A Local, Small Local and Small Local Resident Business Enterprise Program (L/SL/SLRBE). OUSD requires a twenty percent (20%) minimum local participation requirement for all professional service contracts over the informal bidding threshold (Public Contract Code Section 20111). Contractors shall comply with the twenty percent (20%) local business participation requirement at a rate of ten percent (10%) local and 10% small local and/or small local resident business participation. Business entities must be certified by the City of Oakland in order to earn credit toward meeting the twenty percent participation requirement. A copy of the District's S/SL/SLRBE Policy can be obtained from the OUSD website: www.ousd.k12.ca.us
- 2.10 Limitation of OUSD Liability. Other than as provided in this Agreement, OUSD's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall OUSD be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
- 2.11 CONTRACTOR costs or expenses. OUSD shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for OUSD except as follows:

 None

 in an amount not to exceed \$0.00
- 2.12 Liability of CONTRACTOR to correct unsatisfactory work. The granting of any payment by OUSD, or the receipt thereof by CONTRACTOR, shall in no way lessen the liability of CONTRACTOR to correct unsatisfactory work, although the unsatisfactory character of that work may not have been apparent or detected at the time a payment was made. Work, which does not conform to the requirements of this Agreement, may be rejected by District and in that case must be replaced by CONTRACTOR without delay.
- 2.13 Waiver. No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of the Agreement.
- 2.14 Submittal of Documents. CONTRACTOR shall not commence the Work under this Contract until CONTRACTOR has submitted and OUSD has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:
 - a) Signed Agreement
 - b) Workers' Compensation Certification
 - c) Insurance Certificates and Endorsements
 - d) Fingerprinting/Criminal Background Investigation Certification (provided with invoice)
 - e) Tuberculosis Clearance Test Showing Negative Results (provided with invoice)

- 2.15 Incorporation of Recitals and Exhibits. The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
- 2.16 Changing Legislation. CONTRACTOR understands that changes in Federal, or state legislation or District policy may impact funding levels, grant requirements, and responsibilities of CONTRACTOR during an academic school year. This MOU may be amended during the 2013-14 fiscal year to reflect additional changes resulting from such legislation.

3. ADMINISTRATION OF MASTER MOU.

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

Contract Administrator	Michael Moore
Department	Procurement
Address	900 High Street
City, State, Zip	Oakland, CA 94601
Email	Michael.Moore@ousd.k12.ca.us

3.2 Notices to CONTRACTOR shall be addressed as indicated:

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

4. AREAS OF AUTHORITY

- 4.1 Oakland Unified School District. The Oakland Unified School District is responsible for fiduciary and programmatic oversight for the expenditure of funds contracted to CONTRACTOR by OUSD for fiscal year 2013-2014.
- 4.2 Independent Contractor. This is not an employment contract. CONTRACTOR, is an independent contractor or business entity, and will be responsible for operations and management of its employees to sufficiently carry out the agreed upon Scope of Work. CONTRACTOR understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of OUSD, and are not entitled to benefits of any kind or nature normally provided or entitled to employees of OUSD, including, but not limited to, State Unemployment Compensation or Worker's Compensation. CONTRACTOR shall assume full responsibility for payment of all Federal, State, and local taxes or contributions necessary to do business in the State of California, including unemployment insurance, social security and income taxes with respect to CONTRACTOR's employees. In the performance of the work herein contemplated, CONTRACTOR is an independent contractor, with the sole authority for controlling and directing the performance of the details of the work, OUSD being interested only in the results obtained.
- 4.3 Fiscal oversight and management. CONTRACTOR shall be responsible for providing oversight, fiscal management, payroll services and technical assistance to its agents, employees or subcontractors. CONTRACTOR may be required to facilitate and collaborate with other service providers as necessary.
- 4.4 No Rights in Third Parties. This agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
- 4.5 Ownership of Documents. All documents created by CONTRACTOR pursuant to this Agreement, including but not limited to reports, designs, schedules, and other materials prepared, or in the process of being prepared, for the services to be performed by CONTRACTOR, are and shall be at the time of creation and thereafter the property of the OUSD, with all intellectual property rights therein vested in the OUSD at the time of creation. The OUSD shall be entitled to access to and copies of these materials

Master MOU for 2013-2014

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

- 4.6 Copyright/Trademark/Patent/Ownership. CONTRACTOR understands and agrees that all matters produced under this Agreement shall become the property of OUSD and cannot be used without OUSD's express written permission. OUSD shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark, and/or patent of said matter in the name of OUSD. CONTRACTOR consents to use of CONTRACTOR's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium. These matters include, without limitation, drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any other original works of authorship, or other documents prepared by CONTRACTOR or its Sub-CONTRACTORs in connection with the Services performed under this Agreement. All works shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in those works are the property of OUSD.
- 4.7 Confidentiality. The CONTRACTOR and all CONTRACTOR's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information and documents received. CONTRACTOR understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
- 4.8 Contractor Changes. CONTRACTOR may, at any time, by written order, make changes within the scope of work and services described in this Agreement. If such change(s) cause an increase or decrease in the budgeted cost of, or the time required for performance of the agreed upon work, CONTRACTOR shall so advise the OUSD immediately via the Contracts Administrator with a revised ISA. The revised ISA shall explain the circumstances giving rise to the unforeseen condition or contingency and shall set forth the proposed adjustment in compensation. Such notice shall be given the OUSD prior to the time that CONTRACTOR performs work or services related to the proposed adjustment in compensation. Any and all pertinent changes shall be expressed in a written supplement to this Agreement prior to implementation of such changes.
- 4.9 Removal of Staff. In the event that OUSD, in its sole discretion, at any time during the term of this MOU, desires the removal of any AGENCY related persons, employee, representative or agent from OUSD school site and/or property, AGENCY shall immediately upon receiving notice from OUSD of such desire, cause the removal of such person or persons. In the event OUSD requests the removal of any AGENCY related persons, employee, representative or agent from OUSD school site and/or property, the OUSD site administrator shall provide to the AGENCY written, supporting rationale for the decision. OUSD After School Program Office, after conferring with Legal and the Executive Officer supporting the site, shall decide, taking all the facts and circumstances into account, if AGENCY may reassign an employee or agent to another OUSD site. Prior to the removal or change of any AGENCY staff member who is a regular part of the after school program, AGENCY shall inform the Site Administrator with as much notice as possible, and will work with the Site Administrator to ensure a smooth transition in staffing.

4.10 CONTRACTOR Qualifications / Performance of Services.

- (a) CONTRACTOR Qualifications. CONTRACTOR is specially trained, experienced, competent and fully licensed to provide the Services required by this Agreement in conformity with the laws and regulations of the State of California, the United States of America, and all local laws, ordinances and regulations, as they may apply.
- (b) Standard of Care. CONTRACTOR represents that CONTRACTOR has the qualifications and ability to perform the Services in a professional manner, without the advice, control, or supervision of OUSD. CONTRACTOR's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts.

- 4.11 Employees or Subcontractors of CONTRACTOR. Consistent with invoicing requirements in Section 7, CONTRACTOR shall submit a list of employees or other persons who were working on the District's school sites for the period CONTRACTOR is invoicing. In the event that OUSD, in its sole discretion, at any time during the term of this Agreement, desires the removal of any CONTRACTOR related persons, employee, representative or agent from the OUSD school site and, or property, CONTRACTOR shall immediately upon receiving notice from OUSD of such desire, cause the removal of such person or persons.
- 4.12 OUSD's Evaluation of CONTRACTOR, and CONTRACTOR's Employees and/or Subcontractors.

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

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	·
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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.

	TIONAL ADDENDEM(S) ATTACH				
(II	this box is checked, additional ter	ms and conditions apply.)			
Yes	No				
	☐ ASES / 21st CCLC PRO	ASES / 21st CCLC PROGRAM GRANTs (Elementary / Middle)			
	☐ 21" CCLC ASSET GR	21st CCLC ASSET GRANT (High School)			
	☐ FIELDTRIPS ONLY				
Understanding.	respective institutions or organized Mark Ward	cations, we hereby execute this Memorandum of			
	President, Board of Education Dakland Unified School District	Date:			
		Date:			
	Secretary, Board of Education Dakland Unified School District				

Bay Area Community Resources Anticipated Contract Amounts 2013-2014

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

Bay Area Community Resources Anticipated Contract Amounts 2013-2014

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

Total Anticipated Amount Contracted

4,086,386.00

Lead Agency Unit of Service for Elementary/Middle Schools

After School Services include:

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

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

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

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

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

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

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

Lead Agency Option A: Cost for Elementary School lead agency package: \$94,358

Lead Agency Option B: Cost for Middle School Lead Agency package: \$126,811 Lead Agency Unit of Service for High Schools

Description of Services:

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

Delivery of high quality after school programming consisting of academic, enrichment, recreational/physical activity, family literacy, and targeted Equitable Access services to students that are high risk and are hard to reach via general services. Services will be delivered by qualified, trained individuals and community providers with subject matter

expertise and youth development experience. Program set-up will ensure student safety.

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

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

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

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

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

Lead agency unit of service includes programmatic and operational costs.

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

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

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

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

served beyond the above base unit.

Other Specialized Services

Option E: Youth Leadership and Career Exploration

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

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

Option F: Specialized CAHSEE preparation

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

Cost: \$5,720

Option G: Specialized Title 1 Services

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

Cost: \$12,000

Option H: Day Time Academic Support

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

Cost: \$12,000

Option I: Parent workshops

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

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

Option J: Farmers Market Services

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

Cost: \$5,500 to include all school community members.

Option K: Health and Wellness

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

Cost: \$6,000

Option L: Physical Fitness

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

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

Option M: Visual or Performing Arts

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

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

Option N: Health & Nutrition

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

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

BACR Mental Health Services

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

Cost: \$9,000 per year

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

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

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

BACR Summer Programming

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

Cost: \$20,000 for a 4 to 6 week summer program (approximately 3-6 hours/day) for up to 40-50 students

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

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

Services will be open to families of all students participating in ASES/21st Century after

school programming. Services will be provided by qualified, trained individuals and/or community providers with subject matter expertise.

Cost: \$17,400

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

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

Cost: \$21,750

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

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



CERTIFICATE OF LIABILITY INSURANCE

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).

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

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

NSR	TYPE OF INSURANCE	ADDL SUB	POLICYNUMBER	POLICY EFF	POLICY EXP	LIMIT	5	
	GENERAL LIABILITY					EACH OCCURRENCE	\$	1,000,000
A	X COMMERCIAL GENERAL LIABILITY	X	PHPK886325	07/01/12	07/01/13	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	1,000,000
	CLAIMS-MADE X OCCUR			4		MED EXP (Any one person)	s	20,000
	X Abuse Sublimit					PERSONAL & ADV INJURY	\$	1,000,000
	1,000,000	1				GENERAL AGGREGATE	\$	2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					PRODUCTS - COMP/OP AGG	\$	2,000,000
	POLICY PRO- X LOC		LARLY HILL				\$	
	AUTOMOBILE LIABILITY	X	DUDWOOOS	07/01/12	07/04/43	COMBINED SINGLE LIMIT (Ea accident)	s	1,000,000
A	ANY AUTO		PHPK886325	07/01/12	07/01/13	BODILY INJURY (Per person)	\$	
	ALL OWNED AUTOS					BODILY INJURY (Per accident)	\$	
	X SCHEDULED AUTOS X HIRED AUTOS					PROPERTY DAMAGE (Per accident)	\$	
	X NON-OWNED AUTOS						\$	
				-			\$	
	UMBRELLA LIAB X OCCUR					EACH OCCURRENCE	\$	5,000,000
	X EXCESS LIAB CLAIMS-MADE		PHUB387667	07/01/12	07/01/13	AGGREGATE	\$	
A	DEDUCTIBLE		PHUB36/66/	07/01/12	07/01/13		\$	
	X RETENTION \$ 10,000						\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					X WC STATU- TORY LIMITS ER		
В	ANY PROPRIETOR/PARTNER/EXECUTIVE	Y PROPRIETOR/PARTNER/EXECUTIVE	WC201200001937	07/01/12	07/01/13	E.L. EACH ACCIDENT	\$	1,000,00
	Mandetory in NH)	1 m/ A				E.L. DISEASE - EA EMPLOYEE	\$	1,000,00
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	\$	1,000,00
A	Professional		PHPK886325	07/01/12	07/01/13	Each		1,000,00
	Liability		- Carre /			Aggregate		2,000,00

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

attached endorsement

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

Biney Galar

POLICY NUMBER:

* PHPK886325

COMMERCIAL GENERAL LIABILITY

Bay Area Community Resources, Inc.

EFFECTIVE:

* July 1, 2012 - 2013

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED — CONTROLLING INTEREST

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization

Oakland Unified School District

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

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

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

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



Bay Area Community Resources After School Programs

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

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

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

OUR VALUES

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

PROGRAM MODEL

Academic Assistance

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

Enrichment

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

Recreation

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

Showcases

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

EVIDENCE OF OUTCOMES

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

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

Recent Oakland elementary school surveys showed positive outcomes: Students

Demace		
Prog	gram Runs Effectively	
*	There is an adult who wants me to do my best.	96%
*	I feel safe when I am here.	81%
Ben	efits from Participating	
*	Learn to get along with other kids better	83%
*	Learn to get along with adults at school	84%
*	Get help with my homework	92%
*	Learn good study skills	80%
*	Get more exercise	82%
Parent	S	
Pro	gram Runs Effectively	
*	The after school program is a safe place for my child.	97%
*	I am satisfied with the after school program.	97%
Ben	efits from Child Participating	
*	I can go to work or school.	49%
*	I worry less about my child when she/he is in the after school program.	47%
	I am more connected to my child's school.	43%

ADVANTAGES FOR PARTNER SCHOOLS

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

BACR AS A FISCAL SPONSOR

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

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

CONTACT US

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

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

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

Visit our website: www.bacr.org



CERTIFICATE OF LIABILITY INSURANCE

BAYAR-3

OP ID: SG

DATE (MM/DD/YYYY)

07/11/13

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

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

PRODUCER Farallone Pacific Insurance Services, License # 0F84441 859 Diablo Avenue Novato. CA 94947		415-493-2500 415-493-2505	00 CONTACT Sindy Graham PHONE (A/C, No, Ext): 415-493-2166 E-MAIL ADDRESS: sgraham@fp-ins.com					
	chmale, ext 121			INSURER(S) AFFORDING	COVERAGE	NAIC #		
			INSURER A : P	Philadelphia Indemnity	Ins Co.	32760		
INSURED	Bay Area Community Resources,		INSURER B : S	State Compensation In	s. Fund			
	Inc.		INSURER C:					
	171 Carlos Drive San Rafael, CA 94903-2005		INSURER D :					
	our rules, or o root 2000		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	ADDL	SUBR POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	S	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY	х	PHPK1041818	07/01/13	07/01/14	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	1,000,000
^	CLAIMS-MADE X OCCUR	^				MED EXP (Any one person)	\$	20,000
	Abuse Sublimit					PERSONAL & ADV INJURY	\$	1,000,000
	X 1,000,000					GENERAL AGGREGATE	\$	2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					PRODUCTS - COMP/OP AGG	\$	2,000,000
	POLICY PRO- X LOC						\$	
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000
Α	ANY AUTO		PHPK1041818	07/01/13	07/01/14	BODILY INJURY (Per person)	\$	
	ALLOWNED X SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$	
	X HIRED AUTOS X NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident)	\$	
							\$	
	UMBRELLA LIAB X OCCUR					EACH OCCURRENCE	\$	5,000,000
Α	X EXCESS LIAB CLAIMS-MADE		PHUB426381	07/01/13	07/01/14	AGGREGATE	\$	
	DED X RETENTION \$ 10,000						\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					X WC STATU- TORY LIMITS OTH- ER		
В	ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A	400110249	07/01/13	07/01/14	E.L. EACH ACCIDENT	\$	1,000,000
	OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A				E.L. DISEASE - EA EMPLOYEE	\$	1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	\$	1,000,000
Α	Professional		PHPK1041818	07/01/13	07/01/14	Each		1,000,000
	Liability					Aggregate		2,000,000

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

CERTIFICATE HOLDER	CEF	RTIF	CATI	E HOI	LDEF
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Oakland Unified School District 1025 Second Avenue Oakland, CA 94606-2212 CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Bindy Galar

POLICY NUMBER:

* PHPK1041818

COMMERCIAL GENERAL LIABILITY

Bay Area Community Resources, Inc.

EFFECTIVE:

* July 1, 2013 - 2014

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED — CONTROLLING INTEREST

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization

Oakland Unified School District

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

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

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

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