Board Office Use: Le	gislative File Info.
File ID Number	12-0490
Introduction Date	3-20-12
Enactment Number	12-0925
Enactment Date	3-29-12 %=



Community Schools, Thriving Student

Memo

To

Board of Education

From

Tony Smith Ph.D., Superintendent

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

Equity-in-Action

Vernon Hal, Deputy Superintendent, Business & Operations

Board Meeting Date
(To be completed by
Procurement)

3-28-12

Procurement)	
Subject	

| Individual Service Agreement Amendment - | 1 | | Bay Area Community | Resources | CA | (Contractor, City/State) - | Claremont Middle School | (site/department)

Action Requested

Approval by the Governing Board of the amendment to the Individual Service Agreement between the District and Bay Area Community Resources . Services to be primarily provided to Claremont Middle School for the period of 07/01/2011 through 06/30/2012 , in an amount not to exceed (5,669.00)

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

The attached Individual Service Agreement is contracting of services at the negotiated price, stated in the referenced Master MOU, approved by the Board of Education on June 22, 2011 (Enactment number 11-1137). This amendment will decrease the current level of services beyond the initial plan as stated in the original contract for Option B - Lead Agency Unit for Arts, Recreation, Leadership, and Family Literacy Activities. Because of this decrease, school is decreasing the amount of funds that was originally contracted.

Discussion One paragraph summary of the amended scope of work.

Approval by the Board of Education of Amendment No. 1 of the Individual Service Agreement to the Master Memorandum of Understanding between Oakland Unified School District and Bay Area Community Resources, San Rafael, CA, for the latter to provide additional services to enhance current comprehensive After School Program that serves approximately 110 students daily, decreasing the amount originally contracted in Menu of Service Option B daily for all students and families in the after school program at Claremont Middle for the period of July 1, 2011 through June 30, 2012 in the amount of \$5,669, decreasing the agreement from \$124,064.00 to a not to exceed amount of \$118,395.00. All other terms and conditions remain in full force and effect.

Recommendation

Approval by the Governing Board of the amendment to the Individual Service Agreement between the District and Bay Area Community Resources

Services to be primarily provided to Claremont Middle School for the period of 07/01/2011 through 06/30/2012, in an amount not to exceed (5,669.00)

Fiscal Impact

Funding resource name (please spell out) PROP 49 ASES
not to exceed \$(5,669.00)

Attachments

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

Board Office Use: Leg	gislative File Info.
File ID Number	12-0490
Introduction Date	13-28-12
Enactment Number	12-0925
Enactment Date	3-29-1282



	INDIVIDU	AL SERVICE AGR	EE	MENT (ISA)	AMENDMENT NO). 1
AGI		URCHASE ADDITIONAL SE				
	This Amo	endment is entered into be	etwe	een the Oakland U	Inified School District (OL	JSD) and
Bay	Area Commun	ty Resources (CONTR	RAC	TOR). OUSD ente	ered into an Agreement v	with CONTRACTOR for
serv	rices on	July 1 , 20	<u> 11</u>	_, and the parties	agree to amend that Agr	reement as follows:
MASTER N	10U – ORIGIN	AL ISA INFORMATION				
VENDOR NA	ME	Bay Area Commun	ity F	Resources	LEGISTAR FILE EN	ACTMENT # 11-1137
SITE NUMBE					AMOUNT OF ORIGINAL ISA	
Original ISA	A Contract, or i	most recent ISA Contract) to 06/30/2012 (end date).
		ERVICES - SELECT APPI				
		of services (days, hours, et			ice nurchased in the origi	nal ISA
				• •		
Service C	option B	Fe		\$ 127,213.00 \$	Units of Service 1	\$ (5,669.00)
Service		Fe		\$	Units of Service	\$
Service		l e	e	Ψ	Subtotal	\$ (5,669.00)
E EEE DOES NO	OT FOLIAL PATE PE	R UNIT MULTIPLED BY DESIRED	LINIT	S EXPLAIN REASON FO		\$ (3,009.00)
	thool Site is decr	easing the current level of se	ervic	es beyond the initial	plan as stated in the origina	al contract for Option B.
Service	Hew Type of o	Fe	20	\$	UNITS OF SERVICE	\$
Service	***********		ee	\$	UNITS OF SERVICE	\$
Service			e e	\$	UNITS OF SERVICE	\$
OCIVICE				Ψ	Subtotal	\$
	n (Duration) of	Increasing the ISA Not the Individual Service Agr	reen	nent remains unch	anged.	\$ 118,395,00
	(Duration) has amended expi	changed: The contract te	m	is extended by an	additional	(days/weeks/months),
	ment History:			•		
	-	evious amendments to this IS	SA.	☐ This ISA has prev	viously been amended as fo	blows:
No.	Date	General	Des	cription of Reason fo	or Amendment	Amount of Increase (Decrease)
						\$
						\$
						\$
This is an Ir	ndividual Servic	es Agreement between a	ver	ndor and a school	site or department to pur	chase services under a Master
						to pay for services provided by
CONTRA	ACTOR under				ached and incorporated i oard of Education.	nerewith, subject to this ISA
VENDOR		Name / Martin Weinste	in	Trr	LE CEO/	
SIGNATURE		10/1/11		, D	ATE MINISTER	
OUSD SITE A	DMINISTRATOR	NAME Benjamin Schm	nook	ler T	TLE Principal /	
SIGNATURE		1		D	ATE 2/4/12	
APPROVAL	BY THE BOARD	OF EDUCATION				111111111111111111111111111111111111111
Jody Lon	don, Presi	dent of the Board	of	Education	Day Luds	DATE 3 29 12
		CRETARY, BOARD OF EDUC	ATIO	ON	Jakestin S. A.	DATE 3 29 12
Rev. 9/2011	v1 Requisit	on Number:		6	0	

OP ID: SG



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/05/11

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

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

PRODUCER	410 400 2000		CONTACT Sindy Graham, ext 131						
Farallone Pacific Insurance 415-493-2505 Services, License # 0F84441 859 Diablo Avenue		415-493-2505	PHONE (A/C, No. Ext): 415-493-2500 FAX (A/C, No): 415-493-						
			E-MAIL ADDRESS: sgraham@fp-ins.com						
	CA 94947		PRODUCER CUSTOMER ID #: BAYAR-3						
PeterSchmale			INSURER(S) AFFORDING COVERAGE						
INSURED	INSURED Bay Area Community Resources, Inc. 171 Carlos Drive		INSURER A : Philadelphia Indemnity Ins Co. 3276						
			INSURER B: Sparta Insurance Company						
			INSURER C:						
San Rafael, CA 94903-2005		2005	INSURER D:						
			INSURER E:						
			INSURED E -						

COVERAGES CERTIFICATE 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	
	GENERAL LIABILITY						EACH OCCURRENCE	\$	1,000,000
Α	X COMMERCIAL GENERAL LIABILITY	X		PHPK740321	07/01/11	07/01/12	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	1,000,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	\$	20,000
	X Abuse Sublimit						PERSONAL & ADV INJURY	\$	1,000,000
	1,000,000						GENERAL AGGREGATE	\$	2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:	1					PRODUCTS - COMP/OP AGG	\$	2,000,000
	X POLICY PRO- JECT LOC							\$	
	AUTOMOBILE LIABILITY			DUDKTAROOA	07/01/11	07/01/12	COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000
Α	ANY AUTO			PHPK740321	07/01/11	07/01/12	BODILY INJURY (Per person)	\$	
	ALL OWNED AUTOS				1		BODILY INJURY (Per accident)	\$	
	X SCHEDULED AUTOS HIRED AUTOS						PROPERTY DAMAGE (Per accident)	\$	
	X NON-OWNED AUTOS							\$	
								\$	
	UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	\$	5,000,000
	X EXCESS LIAB CLAIMS-MADE			DUUD250570	07/01/11	07/01/12	AGGREGATE	\$	
Α	DEDUCTIBLE			PHUB350578	07/01/11	07/01/12		\$	
	X RETENTION \$ 10,000							\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X WC STATU- TORY LIMITS ER		
В	ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A		006WK0124400	07/01/11	07/01/12	E.L. EACH ACCIDENT	\$	1,000,000
	OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	NIA					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			PHPK740321	07/01/11	07/01/12	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

CERTIFIC	ATE	HOLD	ER
		_	

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

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

REVISION NUMBER:

AUTHORIZEDREPRESENTATIVE

Bindy Galan

POLICY NUMBER:

* PHPK740321

COMMERCIAL GENERAL LIABILITY

Bay Area Community Resources, Inc.

EFFECTIVE:

* July 1, 2011 - 2012

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED — CONTROLLING INTEREST

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization

Oakland Unified School District

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

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

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



Individual Service Agreement (ISA) <u>Amendment</u> Routing Form

					Basic	Directions					
Services bey Purchase Or						provided unti	the amend	ment has beer	fully a	pproved	and the
1. Cont	tractor and	OUSD	contract o	riginator re	each agree	ment to incre	ase services	provided unde	er the N	Master Ma	OU.
2. Cont	tractor and	OUSD	contract o	riginator co	omplete IS	A amendment	together. I	Please insert t	he amei	ndment no	umber (i.e.
if th	nis is the fir	rst ISA	amendmen	nt enter "1,	" second en	nter "2," etc.)	at the top o	of the ISA am	endmen	t.	
3. OUS	D contract	origina	itor create	s new requ	isition wit	h the origina	I PO numbe	r referenced	in the i	item desc	cription.
								0 days of crea			
								the original P	_		
Attachment C								form, Menu of			
				Individual S							
				mendments							
OUSD Staff	Contact Email	ls about t	this ISA ame	ndment shou	ld be sent to	renee.r	ncmearn@oi	usd.k12.ca.us			
					VENDOR I	NFORMATION					
CONTRACTOR I	NAME E	Bay Are	a Communi	ty Resource	es	Спу	San Rafae			STATE	CA
SITE / DEPT NA	ME	Claremo	ont Middle S	School				SITE#	201		
										-	
						NFORMATIO					
IF USING FUN	DS REVIEW	ED BY S	TATE AND	FEDERAL P	ROGRAMS	OR SCHOOL	PORTFOLIO	MANAGEMENT:			
□SPSA	ACTION ITE	EM N UM	BER:	OR □S	PSA Modi	FICATION DO	CUMENTATIO	N ATTACHED			
RESOURCE	#	RESC	DURCE NAM	1E		ORG KEY		REQ. NUME	BER	Ам	OUNT
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								vith the original		uro sarrie	type or
Original	ISA Amoun	t	\$ 124,064	00			•	pe of service.		ion to the	services
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Allended	I IOA AIIIOU	111	\$ (5,669.0	0)		anothe	type of serv	ice from this ve	ndor.	·	
New Total C	Contract Am	ount	\$118,395	.00							
			A	proval and	Routing (in order of a	proval step	s)			
Additional service increased by Programme Additional service increased and additional se		iginal co						roved and the Pu	rchase C	order amou	int has been
Site Adm	ninistrator or	Manage	er Na	me Benjan	nin Schmoo	okler	Phone (5	10) 654-7337	Fax	(510) 6	554-7341
1. Site / Dep		,		memont Mid	*****	RE				10-7	
Signature	1	1				13 -	Date Approv	od 7	1117		
		fusing fi	inde manage	d hv. DState	and Federal C	Quality Communi		oment Compleme	ntary Learn	ning / After Sc	hool Programs
2	MY		near	-	and redeled L	Tedenty, Comment	Date Approv	/	72/	12	Alboi Frograms
Signature		101	rucu	UIC,					25/	-	
Signature			1/1		77	. 10	Date Approv	ed			
3. Regional	or Executiv	e Office	1	1		11/1	/		100		
Signature		1/1	WY A	IAK		111	Date Approve		100	3/1	
4. Deputy S	Superintende	ent Instri	uctional Lea	dership / De	puty Superi	intendent Busi	ness Operation	ns	100		
Signature	m	ani	a US	antes			Date Approve	ed 3	-1-	2017	2_
5. Superint	endent or Bo			ignature on t	he legal con	tract					
Legal Required	d if not using	standard	contract	Approved			Denied - Rea	ison	Da	ate	
Procurement	Date Rece	eived					PO Number				

Lead Agency Unit of Service for Elementary/Middle Schools

After School Services include:

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

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

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

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

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

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

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

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

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

Lead Agency Unit of Service for High Schools

Description of Services:

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

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

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

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

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

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

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

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

Lead agency unit of service includes programmatic and operational costs.

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

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

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

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

for Site Coordinator.

lg. 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: 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 H: 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 I: Visual or Performing Arts

Specialized services may included: Drama, Studio production, Drawing/ Painting/ Murals, Video/Photography, Spoken Word, 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 J: 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 K: 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 L & M: 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 L: \$13,000 for one day per week for entire school year; 20 students served over the course of the year.

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

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

Option N: 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, adult literacy support, and farmers market.

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

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

Cost: \$21,750

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

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

Board Office Use: Le	gislative File Info.
File ID Number	11-1941
Introduction Date	8-24-11
Enactment Number	11-1942
Enactment Date	8-24-11 8



Community Schools, Thriving Students

Memo

To

Board of Education

From

Tony Smith Ph.D., Superintendent

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

Equity-in-Action

Vernon Hal, Deputy Superintendent, Business & Operations

Board Meeting Date (To be completed by

August 24, 2011

Procurement)

Subject

Individual Service Agreement - Master Memorandum of Understanding - Bay Area Community Resources (contractor) - 201/Claremont Middle School (site)

Action Requested

Approval of the Individual Service Agreement to the Master Memorandum of Understanding (MOU) between District and Bay Area Community Resources, for services to be provided primarily to 201/Claremont Middle School.

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

The attached Individual Service Agreement is the contracting of services at the negotiated price, stated in the referenced Master MOU, approved by the Board of Education on June 22, 2011 (Enactment number 11-1137).

Discussion
One paragraph
summary of the
scope of work.

Approval by the Board of Education of an Individual Service Agreement to the Master Memorandum of Understanding (MOU) between the District and Bay Area Community Resources, San Rafael, CA, for the latter to provide their Menu Option B for Arts, Recreation, Leadership and Family Literary activities in its capacity as a Comprehensive After School Program Lead Agency at Claremont Middle School for the period of July 1, 2011 through June 30, 2012, in an amount not to exceed \$124,064.00, 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 Claremont Middle School for the period July 1, 2011 through June 30, 2012.

Fiscal Impact

Funding Resource: 6010/After School Education and Safety (ASES) Grant in an amount not to exceed \$124,064.00.

Attachments

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

Board Office Use: Leg	islative File Info.
File ID Number	11-1941
Introduction Date	8-24-11
Enactment Number	11-1492
Enactment Date	8-24-1180



nts

actment Number	8-24-11			4		
nactment Date	8-24-1182			C	ommunity Sc	hools, Thriving Stude
	INDIVIDUAL	SERVICE	AGRE	EMEN	IT (ISA)	2011-2012
MASTER MOU IN						
VENDOR NAME	Bay Area Commuu	nity Resource	s			
VENDOR#	100	01628		ENAC	TMENT#	
SITE / DEPT NAM	ME Claremont Middle S	chool		S	ITE#	201
	ACT - EMAILS ABOUT THIS CONTRA	ACT SHOULD BE S	ENT TO:		rockett@ousd	.k12.ca.us
ORDER MENU OF	SERVICES (EXHIBIT A O	MASTER M	OU) - S			
	T OF SERVICE (SEE EXHIBIT	GRADE	RATE		DESIRED	AMOUNT
	A FULL DESCRIPTION OF SCOPE OF	LEVEL(S) SERVED	UNIT	LIX	UNITS	(DESIRED UNITS TIMES RATE PER UNIT)
B-Lead Agency	Unit for Middle School	6-8	\$127,	213.00	1	\$124,064.00
			\$			\$
			\$			\$
	QUAL RATE PER UNIT MULTI					\$ 124,064.00
charges to the cost		ide academic	services,	reducing	g the academi	c programming
BUDGET INFORMA REQUISITION NUM		START DAT	E 07/0	1/2011	END DA	TE 06/30/2012
RESOURCE#	RESOURCE NAME	START DAT	ORG P		LNDDA	AMOUNT
6010	ASES		201155		\$	124,064.00
					\$	
					\$	
This Individual	Services Agreement is a	contract for s	ervices.	Its exe	cution by an	authorized OUSD
agent, commits C	OUSD to pay for services the Master MOU re	eferenced an	d incorp	orated h	nerewith.	ns and conditions of
VENDOR	MAME MARTIN WE	INSTEIN		ITLE C	EO/2 /1	1 1 1
SIGNATURE	11/10			DATE	11111	
OUSD SITE ADMINISTRATOR	NAME KENYA CRO	OCKETT	Т	ITLE P	RINCHAL	
SIGNATURE	Kenin	chi	7 0	ATE 6	6/16/4	
APPROVAL						
IF USING FUNDS	REVIEWED BY STATE AND FE	DERAL PROGR	MODIFIC	Quality C	COMMUNITY S	chool Development TION ATTACHED
	AGER, if using funds managed by Quality-Community Scho		t Comp	lementary	Learning / After	er School Programs
SIGNATURE	miom	carn			DATE	7/15/11
SIGNATURE		. 1			DATE	
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OUSD Strategic Questions: After School Outcomes/Impact

With the new OUSD Strategic Plan, all partners will be expected to align with the district's four key outcomes for students. Please work collaboratively with school leadership to complete the table below with specific information about how your after school program will support one or more of the desired outcomes listed below.

School: Claremont Middle School Lead Agency Partner: Bay Area Community Resources

Strategic Questions & Desired Activities: What after school program activities Metrics: How will the Outcomes will support the desired outcomes? program measure its efforts to support the desired outcomes? School will be implementing a High School Graduation: How Project-based learning and skill-building enrichment for all program participants to keep them engaged in school and cross-curriculum focus that builds many more Oakland children are learning. Students may also be eligible to participate in graduating from high school? rigor, meaningfulness, and/or work studies for particular subject areas based upon their cultural responsiveness. mastery. Teachers adjust instruction according to their Project-based learning and skillcycles of inquiry that adhere to the different level of building enrichment for 100% of student comprehension of the subject matter program participants to keep them engaged in school and Regular parent education workshops or Parent Days will learning. provide strategies for parent involvement in their child's 80% will demonstrate increased school engagement as measured education. by student, parent, and teacher Transition support for students transitioning from 5th to 6th vear-end surveys administered at grades; and from 8th to 9th grades the end of the school year. 70% of families will report in yearend surveys that they have Regular monitoring of academic performance of program participants by Site Coordinator and Academic Liaison; increased understanding of how development of targeted academic support activities to to support their child's learning support student skill-building. Every 3 weeks students that and progress toward high school are "in danger of failing" or currently are receiving a grade graduation. of a "D" or an "F" are mailed a progress report notifying 100% of incoming 5th graders will receive support to ensure a them and their families of the urgent matter Students are placed in intervention courses based upon successful three years. their CST scores, grades, teacher recommendations, SST Students will be put into guided groups-similarly skilled students referrals, etc support the student. work 1:1 with ASP staff Credentialed teachers to build Weekly boys and girls mentoring groups focused on goalsetting, requirements for high school graduation, and confidence and address needs overcoming obstacles to school success Use input-structured guided

instruction model.

Claremont has partnered with the Youth Support Program to provide UC Berkeley mentors to students in need of additional support. Mentors will work oneon-one with students to provide academic, behavioral, and social support, life enhancing cultural and enrichment opportunities and positive role modeling. Quarterly parent education workshops where school day Site Coordinator, Principal, School Day Attendance: How Teachers, et al will attend regular many more Oakland children are attendance data is reviewed and discussed. COST meetings to develop a attending school 95% or Weekly monitoring of school day attendance data for all better understand of how to best more? after school participants; parent communication regarding support the child (all students, especially incoming 5th graders). regular absences. Grade level teams will coordinate 70% of families who participate in referrals and communicate assessment information to parent education workshops will counselor. indicate on surveys that they have increased understanding of the importance of regular school Mentoring to students regarding the importance of coming day attendance and are aware of to school daily. their child's attendance patterns Awards ceremonies will be held to celebrate student in school. 90% of students/families who do achievement, highlight students with good attendance, and/or recognize students who've improved on their CSTs. not attend school at least 95% will receive mentoring, parent communication, and parent support regarding attendance concerns. Site Coordinator will work with Administration to contact students in the ASP and provide additional student support. Ceremonies will be held to celebrate student achievement. highlight students with good attendance, and/or recognize students who've improved on their CSTs.

Career Day workshops highlighting different professions Throughout the year, students will Job Skills/Career readiness: How be exposed to a variety of many more students have will take place during the school day and in ASP activities meaningful internships and/or professions. NASA has come in NASA Day, MESA. and hosted a full day. Claremont paying jobs? Leadership Class - Skill-building enrichment to foster will continue to work with NASA, habits of career readiness, including public speaking. MESA, and other companies to expose students to careers in punctuality, teamwork, etc. math, science, and technology. Students will learn the importance Drama Class: Students will learn the importance of effective communication, public speaking, and body of clear, concise communication, language. They will also engage in role playing. planning, and conflict resolution. improvisation, learn how to effectively use their voice, Students also learn about the organize and create sets for performances, and community advocacy Media/Communications - Students will improve their Students have an opportunity to written and oral communications. Learn community learn key components of effective advocacy, cause marketing and branding communication through a variety of activities/classes. Ongoing activities during the Our Lead agency's main priorities for the 11-12 school Health Services: How many more school day and in the ASP will Oakland children have access to. year are to strengthen the character building activities and help students make healthy food wellness components of our program (nutrition and and use, the health services they physical fitness). Health and wellness through nutrition choices and better understand need? food origins. Educate families by and physical fitness will allow students to make healthy broadening the students' food choices. Students will also learn about ecology. soil composition, food origins, sustainable living/eating, perspectives. planting cycles, science, math, nutrition, insect life cycles and fertilizations, appropriate use of garden tools, and We'll be able to use the garden to basic garden upkeep. They will develop a sense of design programming to reach out to parents and families through community, pride and appreciation for their work through cooking courses and community service days, ASP activities, and in curriculum. fruit/vegetable giveaways. Mental Health Services are provided for students in need Site Coordinator will participate in of additional support. at least 80% of COST meetings. MH referrals from teachers. administration, parents, etc.

Narrative for Board Memo: (please complete all highlighted sections)

The After School Lead Agency, <u>Bay Area Community Resources</u>, will provide daily, comprehensive after school services during the 2011-12 school year at <u>Claremont Middle School</u>. The Lead Agency will work collaboratively with school leadership to develop after school programming that is aligned with the OUSD Strategic Plan, complements the regular school day program, and supports each school's overarching goals and priorities for student achievement. Specifically, the after school program, working in close collaboration with school leadership and faculty, will provide the following services aligned with OUSD strategic outcomes:

High School Graduation: the Lead Agency will work collaboratively with school leadership and faculty to monitor student progress and help ensure that students are on track for high school graduation. The after school program will provide project-based learning and skill-building enrichment for 100% of program participants to keep them engaged in school and learning. Of these students, 80% will demonstrate increased school engagement as measured by student, parent, and teacher year-end surveys administered at the end of the school year. School will be implementing a cross-curriculum focus that builds rigor, meaningfulness, and/or cultural responsiveness. Fifty-five percent of participating students will achieve proficiency in CST math. Claremont has also partnered with the Youth Support Program to provide UC Berkeley mentors to students in need of additional support. Mentors will work one-on-one with students to provide academic, behavioral, and social support, life enhancing cultural and enrichment opportunities and positive role modeling.

Increase School Day Attendance: the Lead Agency will work collaboratively with school leadership and faculty to monitor participating students' attendance on a weekly basis. Site Coordinator, Principal, Teachers, et al will attend regular COST meetings to develop a better understand of how to best support the child and discuss attendance issue. Quarterly parent education workshops will be offered to parents to help them understand the importance of regular attendance. Parents will be contacted by phone and in writing for their child(ren) who are at risk academically or due to non-regular attendance. Parents are continuously notified of their child's absence. 70% of families who participate in parent education workshops will indicate on surveys that they have increased understanding of the importance of regular school day attendance and are aware of their child's attendance patterns in school.

Job Skills/Career readiness: the Lead Agency will provide a Leadership Class to foster habits of career readiness, including public speaking, punctuality, teamwork, etc. Throughout the year, students will be exposed to a variety of professions. Classes such as Leadership, Drama, and Media/Communications will help foster habits of career readiness, teach the importance of effective communication, public speaking, and body language. They will also engage in role playing, improvisation, learn how to effectively use their voice, organize and create sets for performances, and learn community advocacy, cause marketing and branding

Access to Health Services: the Lead agency's main priorities for the 11-12 school years are to strengthen the character building activities and wellness components of our program (nutrition and physical fitness). Health and wellness through nutrition and physical fitness will allow students to make healthy food choices. Students will also learn about ecology, soil composition, food origins, sustainable living/eating, planting cycles, science, math, nutrition, insect life cycles and fertilizations, appropriate use of garden tools, and basic garden upkeep. They will develop a sense of community, pride and appreciation for their work through community service days, ASP activities, and in curriculum. Mental Health Services are provided for students in need of additional support.

	R SCHOOL BUDGET PLANNII			-	_				
		Ser.					Program	Other	
Site	Claremont Middle School			4050		OFCV	Fees (if		Other Lea
				ASES		OFCY	applicable)	Funds	Agency Fund
Site #:	PRESIDENCE OF A CHARLEST OF A PROPERTY OF A				10		· · · · · · · · · · · · · · · · · · ·	CULCE	
ABISTOR	TOTAL GRANT AWARD	LYCH LYCH	CAPE		1.Y6		Lead Agency	ousp	Lead Wyons
CENTRAL	GOSTS, INDIRECT ADMIN I VAL PD. CLETCHAL		\$150	0,000	100	\$82,800	\$0	\$0	\$0
SUPPLIES		(Alberton)					dickless and an	and and an annual and	Salar and the salar and
	OUSD Indirect (4.25%)		\$6,115						
	OUSD ASPO admin, evaluation, and training/technical assistance costs		\$9,413		1.7				
	Custodial Staffing		\$4,935						
	Custodial Supplies		\$672						
	Costodiai Supplies	20000	\$6/2				*2000000000000000		
	TOTAL SITE ALLOCATION	國	\$128	1,864					
CERTIFICA	ATED PERSONNEL	Pineren							
1120	Academic Liaison REQUIRED		\$4,000		La.			\$0	
1120	Certificated Teacher Extended Contracts		\$0		Call.			\$0	
								\$0	
	Total cartificated		\$4,000					\$0	
CLASSIFIE	FD PERSONNEL								
2205	Site Coordinator (salary, \$44,000; 10 months ASES @; \$36,687; 2 months OFCY @ \$7333)		\$0	\$36,687		\$7,333		\$0	
2220	SSO	2002000			175	***************************************	***************************************	\$0	
2220		2002 2002	\$0	200000000000	No.	200000000000	000000000000000000000000000000000000000	\$0	00000000000000
	BACR Program Manager (salary \$60,000 @ 11%) Personnel Off-Site (East Bay Director (\$2,647) and					\$6,600	_		
	Admin Support (\$1,471)								\$4,11
	Volunteer Coordinator (2.9% FTE per site - \$764)		\$0						\$76
	Total classified		\$0	\$36,667	0.00	\$13,933		\$0	\$4,88
BENEFITS		Sames and		***********					ana ang ang ang ang
3000's	Employee Benefits for Additional Time (20%)		\$800						
3000's	Employee Benefits for Salaried Employees (40%)	19124	\$0					***************************************	
3000's	Lead Agency benefits (rate: 25 %)			\$9,167		\$3,483			
	Total benefits		\$800	\$9,167		\$3,483		\$0	\$
BOOKS AF	ND SUPPLIES	PT							
4310	Capping (Coop cin)/		\$0			\$2,000		\$0	\$
4310	Curriculum (OUSD only)		\$0					\$0	\$
5829	Field Trips		\$0	Occupation and	144			\$0	\$
4420	Equipment (OUSD only)		\$0			10		\$0	\$
	Telephone/Internet/Communications				變	\$1,200			
	Travel/Transportation	1000			墨	\$1,000		-	
	Trainings (5 trainings per site @ \$100 = \$500)					\$0			\$50
	Total books and supplies		\$0	\$0		\$4,200		\$0	\$50
CONTRAC	TED SLRVICES Youth Workers (Youth Leaders X \$13/hr X 20 hrs/wk X)	103 FA	-		(Sec.				
****	36 weeks = \$9,360 x 5 = \$46,800 + Fringe \$11,700 =		-	004 000		Ann Ann			
5825	Total \$58,500) Program Assistant (\$15/hr X 20 hrs/wk X 36 weeks =		\$0	\$31,677		\$26,823			
5825	\$10,800 + Fringe \$ 2,700 = \$13,500)		\$0	\$12,270		\$800			
	Youth Leader - Tech Classes (\$13 x 4 days/wk @ 1.5 hrs (6 hrs/wk) x 36 wks = \$2,808 + Fringe \$702 = Total	3.73							
5825	\$3,510)			\$0	3	\$3,510			
5825	Youth Leader - Music (1 Youth Leader X \$17/hr X 8hrs/wk X 36 weeks= \$4,896 + \$1,224 = \$6,120)			\$1,507		\$4,613			
	Attitudinal Healing (2 days/wk x 36 wks = \$8,378)			\$588		\$7,810		1	
		** A V/ C							
	Family/hood Connection: 2 hrs/day x 4 days/wk x 38 wks = \$9,900			\$5,482		\$4,418		V	

2011-2012 Elementary/Middle School After School Program Budget

5825 Y	outh Support Program 1:1 Mentoring			\$10,000					
5825 E	ruichment TBD			\$8,162					
5825 E	prichment TBD		\$0	\$4,053		\$1,602			
5825	ja e								
5825									
Т	otal services		\$0	\$73,719		\$52,076	\$0	\$0	\$0
IN-KIND DIR	ECT SERVICES								
N	No Better Foods							\$0	\$4,100
-	Attitudinal Healing Connection							\$0	\$4,500
1	Volunteer - \$13/hr X 15 hours each year = \$195)								\$195
	11 1								
	:								
1	otal value of in-kind direct services					***********	\$0	\$0	\$8,795
LEAD AGE	NCY ADMINISTRATIVE COSTS								
	sed Agency admin (4% max of total contracted \$)			\$4,511		\$9,108		***************************************	si
SUBTOTAL		to payer of				44,100			
. 8	Suptomate DIRECT SERVICE		\$7,731	\$119,553		\$73,692	\$0	\$0	\$14,177
	Subtorale Admin/Indirect	1	\$18,204	\$4,511	靈	\$9,108	\$0	***********	50
TOTALS									
. 1	Total budgeted per column		\$25,936	\$124,064		\$82,800	\$0	\$0	\$14,17
1	Total BUDGETED		\$150,0	000	##	\$82,800	\$0	\$0	\$14,177
1. 激量。	Orca outbooks								
	Del Central Marie Control								
Train a Common To	MCACAL SENSOR RATE SHALL I MCACAL (M.S. A. L. M. M. C.		and the design of the second			the state of the s	Spiritis and American		
ASES MAT	et languariaria								
ASES requi									
	amount required for this grant.	-	50,000						
	ount toward 25% of this match requirement:	-	12,500						
Remaining	match amount required:	-	37,500						
	ld be met by combined OFCY funds, other site								
funds, priva equals:	te dollars, and in-kind resources. This total		82,800						

Required Signat	ures for Budget App	roffe):	
Principal:	Kenya	W	Date (4/3/1)
Lead Agency:	1 (1)	ALON-	

OUSD Oakland After School Programs Comprehensive After School Program Plan Elementary & Middle Schools 2011 - 2012

PART A

SECTION 1: School Site Information

School Site: Claremont Middle School

Date: March 21, 2011

Principal Signature:)

Lead Agency Signature:

After School Coordinator Name (if known at this time): Sylvester Gaskin

SECTION 2: After School Program Vision and Goals

Please describe your school site's overall vision for the After School Program. Describe how the after school program fits into the school's larger mission, vision and goals.

The Claremont Middle School's "Knight Time" After School Program is designed to provide a variety of high quality, safe, nurturing academic and enrichment opportunities which promote resiliency and pride in youth during non-school hours.

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

- A minimum of 120 students participating in the program will attend the program on a daily basis.
- 25% of program participants, attending the academic support component of the program on a regular basis, will show an improvement in their overall Math and English benchmark scores-This data will be gathered in the fall and spring.
- 75% of students will indicate that they are in a safe and nurturing environment. 75% of parents will feel that their child is in a safe and nurturing environment. This data will be measured through OFCY fall and spring surveys.

Claremont will host a night for the incoming families to pick the electives and sign up for the ASP on May 18, 2011. A staff person will manage this process. Class selections for 7th and 8th graders will also take place at this time.

SECTION 3: Program Model and Lead Agency Selection

Refer to Appendix A for an overview of extended learning program models

For 2011-2012, my site selects:

- □ Coordinated partnership
- ✓ Blended/Hybrid
- ✓ Extended School Day

Description and Rationale for selection of Lead Agency

Please provide a narrative description of the agency that is managing the program. Indicate why this agency is qualified to manage the site's program, highlighting specific strengths or weaknesses. (Note: If school is managing program, site is considered to be the Lead Agency.)

Bay Area Community Resources (BACR) has been the lead agency at Claremont for the past 2 years, and had been the fiscal agent for Claremont's ASP for some time. BACR supervises after school programs for elementary, middle, and high school students in Oakland and Richmond, and has a history of working and revamping the after school program at Claremont Middle School. The lead agency has worked to create a holistic after school program designed for the students' specific needs, and to support Claremont in providing courses that students would not normally take during their day class periods.

SECTION 4: ATTENDANCE, PROGRAM DATES, AND PROGRAM SCHEDULE

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

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

Required # of Program Days your program will operate during School Year 2010-2011:	180 days required*
rojected Daily Attendance during School Year 2010-2011:	120

Program Schedule

Submit program schedule as an attachment.

^{*} CDE allows programs to close for a maximum of 3 of these days during the school year for professional development.

SECTION 5: 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)	SPSA goal(s) or school need supported by activity	Measurable Objective/ Target	Description of program	Instructional Strategies	
1 Socio- economic distressed		✓ Homework Support ✓ Tutoring ✓ Skill Building ✓ Academic Intervention ☐ Other	Implementing a Structure of Academic Interventions from classroom, to intervention classes, to complementary learning, to parent engagement (differentiated for EL/Special Ed students)	Improve benchmark scores, increase grades and GPA, increase student skill level, increase social skills and decrease referrals/disciplinary intervention	Students of socio- economically disadvantaged backgrounds	Increase life skills, hygiene, and eating habits Increase word attack skills and vocab strategies Develop solid core basic math skills and concepts Increase reading fluency and comprehension Increase writing development	
2	Emotional/ behavioral support	☐ Homework Support ☐Tutoring ☐Skill Building ☐ Academic Intervention ✓ Other (counseling support)	Grade level teams coordinate referrals and communicate assessment information to counselor. Implementing cross-curriculum focus that builds rigor, meaningfulness,	Live by 7 principles of a Claremont Knight Increase Social Justice awareness Increase level of student leadership and accountability Increase non- violence and	Students who require additional assistance with emotional and/or behavioral development during the school day	Coordinate support and services with COST, SST, SART, and oncampus counselors Train ASP line staff on reading IEPs and making	

			and/or cultural responsiveness	ethical leadership Increase community advocacy		counseling referrals
3	Acad. intervention	✓ Homework Support ☐ Tutoring ☐ Skill Building ☐ Academic Intervention ☐ Other	Every 3 weeks students that are "in danger of failing" or currently are receiving a grade of a "D" or an "F" are mailed a progress report notifying them and their families of the urgent matter Students are placed in intervention courses based upon their CST scores, grades, teacher recommendations, SST referrals, etc	Build capacity to close achievement gap See improvement to minimize learning gaps and front load information	Students in strong academic need who need intervention to improve or sustain high academic performance	Put into guided groups-similarly skilled students work 1:1 with ASP staff Credentialed teachers to build confidence and address needs Use input-structured guided instruction model
4	ELL Support	✓ Homework Support ✓ Tutoring ☐ Skill Bullding ☐ Academic Intervention ☐ Other	Teachers use Culturally Responsive Strategies at "practicing" or "mastery" level Teachers will utilize differentiated teaching techniques in order to address the multiple levels of students within their classrooms Implementing cross- curriculum focus that builds rigor, meaningfulness, and/or cultural responsiveness	Build capacity to close achievement gap See improvement to minimize learning gaps and front load information	Students who are designated as English Language Learners (ELL)	Put into guided groups-similarly skilled students work 1:1 with ASP staff Credentialed teachers to build confidence and address needs Use input-structured guided instruction model
5	In need of	✓ Homework Support	Excelling students	Challenge and	Students who need	Provide students

	being engaged	☐ Tutoring ☐ Skill Building ☐ Academic Intervention ✓Other (motivation and encouragement)	may prove and display mastery via portfolio and project completion. Students may also be eligible to participate in work studies for particular subject areas based upon their mastery. Teachers adjust instruction according to their cycles of inquiry that adhere to the different level of student comprehension of the subject matter Implementing crosscurriculum focus that builds rigor, meaningfulness, and/or cultural responsiveness	•	reinvigorate students through challenging activities Prepare students for high school, college, and beyond	additional academic engagement, or students who have already learned regular school day material and need additional enrichment	with opportunities to showcase knowledge Students stay in same class year-round to master material
6	Transitional Youth	☐ Homework Support ☐ Tutoring ☐ Skill Building ☐ Academic Intervention ✓ Other (address social/emotional issues)	Teachers adjust instruction according to their cycles of inquiry that adhere to the different level of student comprehension of the subject matter Implementing crosscurriculum focus that builds rigor, meaningfulness, and/or cultural responsiveness	•	Build trust between school staff, ASP staff, and students Address specific needs population has Assist in population's learning and development	Students including foster youth, homeless youth, students returning to school, and those transitioning from the juvenile justice system	Increase life skills, hygiene, and eating habits Increase word attack skills and vocab strategies Develop solid core basic math skills and concepts Increase reading fluency and comprehension Increase writing development
7	Siblings	✓ Homework Support		•	Build trust	Students with siblings already enrolled in	

	☐ Tutoring ☐ Skill Building ☐ Academic Intervention ☐ Other		between sch staff, ASP st and students • Address spe • needs popula has • Assist in population's learning and development	aff, upon above factors cific ation	
Enrichment a activities sho intentionally a	uld provide students wand creatively build sk	activity/recreation are with the opportunity to ills that support studer	required components of apply learning in a real, h	the ASES and 21 st Century nands-on way. Enrichmen d in life. Enrichment activi tudent engagement.	t activities should
Type of Enrich- ment	Rationale	SPSA goal(s) or school need supported by activity	Brief Description	Targeted Skills	Measurable Objective / Target
Physical Activity/ Fitness	✓ Student Identified □ School Identified □ Parent Identified □ Other (specify)		All grades will learn basic information around exercise and healthy living. Students will develop organized sports skills—tearn building, sportsmanship, working collectively, and the importance of proper nutrition to sustainable output. Sports/fitness includes intramural sports and conditioning.	✓ Conflict Resolution ✓ Social Skills ✓ Leadership □ Academic (specify) ✓ Health/Fitness □ Other (specify)	Get students involved in a healthy lifestyle so they will in turn make healthy choices Reduce childhood obesity and other health problems, such as asthma and diabetes
Gardening/ Nutrition* (*required for sites applying	☐ Student Identified ✓ School Identified ☐ Parent Identified		Using the garden to design programming to reach out to parents and families	☐ Conflict Resolution ☐ Social Skills ☐ Leadership ☐ Academic (specify)	Make healthy food choices Ecology

for OFCY gardening grants.)	☐ Other (specify)		through cooking courses and fruit/vegetable giveaways	✓ Health/Fitness ☐ Other (specify)	Possibility of learning about green jobs
Foreign Language	✓ Student Identified ✓ School Identified □ Parent Identified □ Other (specify)		Student will learn to speak and understand the basic level of Spanish	☐ Conflict Resolution☐ Social Skills☐ Leadership ✓ Academic (specify)☐ Health/Fitness☐ Other (specify)	Basic level of communication by the end of the school year
Cooking	✓ Student Identified □ School Identified □ Parent Identified □ Other (specify)		All grades will use basic cooking tools, learn about healthy and sustainable eating, and better understand the nutritional facts and food origins. They will also have the opportunity to prepare healthy meals.	☐ Conflict Resolution ☐ Social Skills ✓ Leadership ☐ Academic (specify) ✓ Health/Fitness ☐ Other (specify)	Simple life skills Cook healthy meals Learn skills in measurement, size, temperature Reinforce basic math/science skills
Hip Hop Dance	✓ Student Identified ☐ School Identified ☐ Parent Identified ☐ Other (specify)		Students will learn a specific type of dance. Students will put together routines and perform for various audiences	✓ Conflict Resolution ✓ Social Skills □ Leadership □ Academic (specify) ✓ Health/Fitness □ Other (specify)	Get students involved in healthy lifestyles Become a cultivated member of society Build more of an appreciation of the arts
Music Computer	✓ Student Identified □ School Identified □ Parent Identified □ Other (specify)	Excelling students may prove and display mastery via portfolio and project completion. Students may also be eligible to participate in work studies for particular subject areas	Students will learn how to write lyrics. Students will learn how to put together their own album. They will learn how to create album covers. The students will	✓Conflict Resolution ✓Social Skills ✓ Leadership □ Academic (specify) □ Health/Fitness □ Other (specify)	Reinforce math and science skills Computer literacy Appreciation of the arts

		based upon their mastery. (SPSA, p. 8)	learn how to sell the album they have created.		
Computer Arts	✓ Student Identified □ School Identified □ Parent Identified □ Other (specify)	Excelling students may prove and display mastery via portfolio and project completion. Students may also be eligible to participate in work studies for particular subject areas based upon their mastery. (SPSA, p. 8)	Grades 6-8 learn internet research skills, fundamentals of computer software including, but not limited to: Excel, Word, and PowerPoint.	☐ Conflict Resolution ☐ Social Skills ☐ Leadership ✓ Academic (specify) ☐ Health/Fitness ☐ Other (specify)	All students will know how to use the basic programs on a computer including, but not limited to: Excel, Word, Power Point, photo shop, and maya
Art	✓ Student Identified □ School Identified □ Parent Identified □ Other (specify)	Excelling students may prove and display mastery via portfolio and project completion. Students may also be eligible to participate in work studies for particular subject areas based upon their mastery. (SPSA, p. 8)	Students will learn the different forms of art. They will do projects to go along with the different forms.	☐ Confilct Resolution ☐ Social Skills ☐ Leadership ✓ Academic (specify) ☐ Health/Fitness ✓ Other (specify)	Get students involved in healthy lifestyles Become a cultivated member of society Build more of an appreciation of the arts
3D Modeling	✓ Student Identified □ School Identified □ Parent Identified □ Other (specify)	Excelling students may prove and display mastery via portfolio and project completion. Students may also be eligible to participate in work studies for particular subject areas based upon their mastery. (SPSA, p. 8)	Students will learn how to make computer animations.	☐ Conflict Resolution ☐ Social Skills ☐ Leadership ✓ Academic (specify) ☐ Health/Fitness ✓ Other (specify)	College readiness Reinforce math and science skills Exploring future career paths Computer literacy
Student Leadership	✓ Student Identified □ School Identified □ Parent Identified □ Other (specify)		All grades engage in leadership development designed to improve self-esteem esteem, increase self-confidence, inspire social responsibility.	☐ Conflict Resolution ✓ Social Skills ✓ Leadership ☐ Academic (specify) ☐ Health/Fitness ☐ Other (specify)	Each student will learn to be a better and more responsible citizen

			Activities can include: conflict resolution, healthy communication, and identifying community leaders that embody similar values and reflect their community.		
Media/ Communi- cations	✓ Student Identified ✓ School Identified □ Parent Identified □ Other (specify)	NOT SUPPORTED IN CURRENT SPSA	Students will learn about communications and multi-media	☐ Conflict Resolution ✓ Social Skills ✓ Leadership ☐ Academic (specify) ☐ Health/Fitness ☐ Other (specify)	Students will improve their written and oral communications Learn community advocacy, cause marketing and branding
Drama Theater	✓ Student Identified ✓ School Identified □ Parent Identified □ Other (specify)	NOT SUPPORTED IN CURRENT SPSA	Students will learn various forms of self-expression; improve problem solving skills, build their self-confidence and improve communication and social awareness	☐ Conflict Resolution ✓ Social Skills ✓ Leadership ☐ Academic (specify) ☐ Health/Fitness ☐ Other (specify)	Students will learn about body language, and engage in role playing, improvisation, and how to effectively use their voice Designing and creating sets for performances Organizing a performance
Music vocal (2 days) & instrumental (2 days)	✓ Student Identified □ School Identified □ Parent Identified □ Other (specify)	NOT SUPPORTED IN CURRENT SPSA	Students will learn different genres of music including performing without instrumental accompaniments.	✓Conflict Resolution ✓ Social Skills □ Leadership □ Academic (specify) □ Health/Fitness □ Other (specify)	Student will learn to perform a capella and with musical instruments Students will be exposed to various musical and vocal genres

Sports Basketball Wrestling Football Volleyball Tennis	✓ Student Identified □ School Identified □ Parent Identified □ Other (specify)	NOT SUPPORTED IN CURRENT SPSA	Sports: All grades will learn basic information around exercise and healthy living. Students will develop organized sports skills—team building, sportsmanship, working collectively, and the importance of proper nutrition to sustainable output. Sports/fitness includes intramural sports and conditioning.	☐ Conflict Resolution ☐ Social Skills ✓ Leadership ☐ Academic (specify) ✓ Health/Fitness ☐ Other (specify)	 Physical fitness Team building Leadership Body awareness Community enhancement Self respect
Cheerleading	✓ Student Identified □ School Identified □ Parent Identified □ Other (specify)	NOT SUPPORTED IN CURRENT SPSA	All grades will learn basic training and skill building on developing cheers and working as a group to perform Sports/fitness includes intramural sports and conditioning.	☐ Conflict Resolution ☐ Social Skills ✓ Leadership ☐ Academic (specify) ✓ Health/Fitness ☐ Other (specify)	Physical fitness Team building Leadership Body awareness
Fashion Design	✓ Student Identified ✓ School Identified □ Parent Identified □ Other (specify)	Excelling students may prove and display mastery via portfolio and project completion. Students may also be eligible to participate in work studies for particular subject areas based upon their mastery. (SPSA, p. 8)	Students will learn how to design clothing	☐ Conflict Resolution ✓ Social Skills ☐ Leadership ☐ Academic (specify) ☐ Health/Fitness ✓ Other (specify)	Non violence awareness Cultural appreciation for the arts Learning skills/craft

SECTION 7: FAMILY ENGAGEMENT / FAMILY LITERACY

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

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

Type of Activity	SPSA goal(s) or school need supported by activity	Brief Description	Measurable Objective/Target	Alignment with school day family engagement efforts or resources
Program Orientation		Orientation prior to the beginning of the ASP program, explaining rules/regulations, disseminate schedules	Have at least 50 parents attend the event	Attendance and support from Claremont administration, and increased recruitment efforts from Claremont teachers
Winter/Spring Showcase	Excelling students may prove and display mastery via portfolio and project completion. Students may also be eligible to participate in work studies for particular subject areas based upon their mastery. (SPSA, p. 8)	Students show off their knowledge of courses by performances and talent shows.	Have at least 50 parents and 120 students attend the event.	N/A

2011-12 After School Enrollment Policy for Claremont Middle School

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

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

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

Target Population(s)	Specific Data to Inform Selection of Program Participants	(High School Only) Indicate if participation is <i>Optional</i> or Mandatory for each target population
Students in need of academic support and Intervention	Applications, school data, parent information, previous family knowledge.	
Students in need of academic support and Intervention	Applications, school data, parent information, previous family knowledge.	
Students in need of academic support and Intervention	Applications, school data, parent information, previous family knowledge.	
Students in need of academic support and Intervention	Applications, school data, parent information, previous family knowledge.	
Students in need of academic support and Intervention	Applications, school data, parent information, previous family knowledge.	
Students in need of academic support and Intervention	Applications, school data, parent information, previous family knowledge.	

Notes:

- Successful after school programs are heterogeneous and include several target populations.
- Sites cannot 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.
- If space remains in the program after priority students fill slots, other students must be allowed access to the program.
- 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 2011. Indicate how families will be notified of enrollment prior to the start of the 2011-12 school year.)

Timeline After School Enrollment Steps/Process Individual(s) responsible

April	Distribute Flyers to ASP parents, teachers, and post in school office	Site Coordinator
	Outreach to parents, teachers, community re: open enrollment and target population	Site Coordinator
	Publicize in PTA Newsletter, School Newsletter, ASP Newsletter	Site Coordinator with: PTA, Principal
	Publicize at teacher mtgs, PDs, SSC Mtgs, COST Mtgs, etc.	Site Coordinator
	Host 1 st Parent Orientations & Distribute Applications	Site Coordinator
May	Host 2 nd Parent Orientations & Distribute Applications	Site Coordinator (s) & Program Assistant
	Review Applications and interview parents if needed	Site Coordinator
	Talk with Teachers/administrators/parents to gain additional demographic information to assess student needs	Site Coordinator with: Teachers, Principal, Parent, Academic Liaison, Counselor, Resource Specialist
May-June	Send Acceptance and Denial Letters for 2010-2011 year	Site Coordinator & Program Assistant

Important dates to include in your timeline:

• Families will be notified of 2011-12 after school enrollment on or before the last day of school.

After school program begins on 1st Day of school, with enrollment at a minimum 75% capacity.

Principal Signature:

Lead Agency Signature:

2011-12 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) Revised Academic Liaison Role

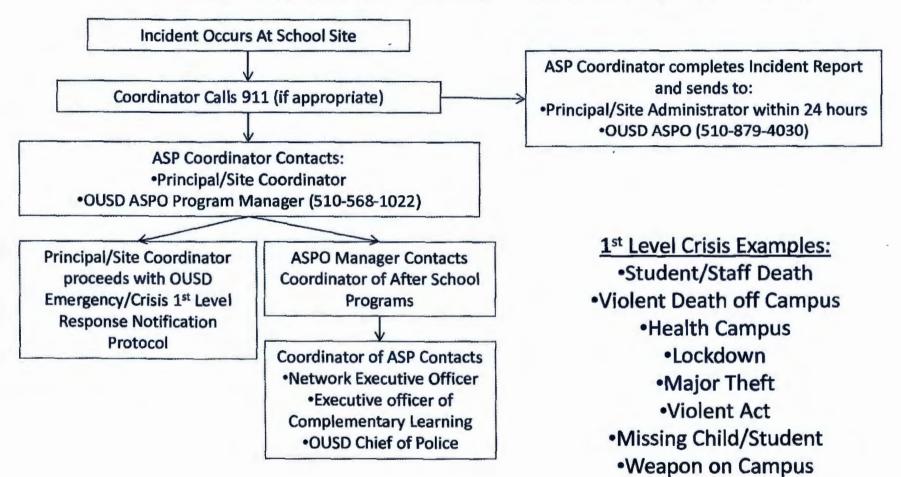
Description. Principal 2011 - 12 Assurances for Grant Compliance and After School Alignment with School Day Lead Agency initials initials Site Administrator and Lead Agency Director/Site Coordinator have reviewed the CA Dept of Education's ASES and/or 21st Century Grant Assurances, and understand mandated grant compliance elements. Site Administrator and Lead Agency Director have reviewed the Lead Agency After School MOU together, and agree to the requirements outlined in the MOU for the lead agency partner. Site Administrator will meet regularly with Site Coordinator to ensure program is meeting identified goals. Site will share student outcome data to better refine program (EduSoft, Report Cards, IEP's, etc). Site Administrator and lead agency rep/site coordinator have reviewed the Academic Liaison role description. Site will identify a certificated, qualified individual to serve as the program's Academic Liaison and to fulfill all responsibilities outlined in the revised role description. Site will invite Site Coordinator and appropriate after school staff to participate in school day meetings and professional development opportunities, in order to ensure consistency in standards of teaching and learning and positive school climate. Site will invite Site Coordinator to participate on SSC, COST, and SST to ensure coordination of services. Site will coordinate the use of facilities and site level resources. Site will provide Site Coordinator with office space that includes access to internet and prone. Principal Signature: **Lead Agency Signature:**

> After School Programs 2011-2012

After School Safety and Emergency Planning for 2011-12

After School Safety and Emergency Planning
A) Will the site have an Emergency Plan that incorporates the After School Program? ☑ Yes □ No
If no, explain after school plans to ensure student and staff safety should an incident of violence or other crisis/emergency occur on or near the school campus during after school hours:
B) Describe the training that site will provide after school staff on safety procedures, including lockdown procedures and communication protocols for crisis response. 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 Extended 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: Lead Agency Signature:

Claremont Middle-School ASP Emergency/Crisis Response Protocol



	Monday	Tuesday	Wednesday	Thursday	Friday
Homework	Black (Room 16A)	Black (Room 16A)	Black (Room 16A)	Black (Room 16A)	Black (Room 16A)
Hour	Silver (Room 3)	Silver (Room 3)	Silver (Room 3)	Silver (Room 3)	Silver (Room 3)
BEGINS AT	Orange (Room 18)	Orange (Room 18)	Orange (Room 18)	Orange (Room 18)	Orange (Room 18)
3:10111	Purple (Library)	Purple (Library)	Purple (Library)	Purple (Library)	Purple (Library)
	Gold (Room 14)	Gold (Room 14)	Gold (Room 14)	Gold (Room 14)	Gold (Room 14)
First Class	Wrestling (Room 41A) Football/Basketball/Volle yball (Gym) Hip Hop History 101 (Room 12) Gardening (Garden) Fashlon Design (Room 18) Newsletter(Library) 3D Modeling/Rhotoshop (Room 11) Homework Intervention (Room 16A)	Wrestling (Room 41A) Football/Basketball/Volleyb all (Gym) Gardening/Cooking (Garden) Hip Hop Dance (Cafeteria) Video Editing and Film Making (Room 11) Spoken Word/Poetry (Library) Homework Intervention (Room 16A)	Wrestling (Room 41A) Football/Basketball/Volley ball (Gym) Hip Hop History 101 (Room 12) Gardening (Garden) Fashion Design (Room 18) Newsletter(Library) 3D Modeling/Photoshop (Room 11) Homework Intervention (Room 16A) Cheerleading (Room 14)	Wrestling (Room 41A) Football/Basketball/Volleyball (Gym) Gardening/Cooking (Garden) Hip Hop Dance (Cafeteria) Video Editing and Film Making (Room 11) Spoken Word/Poetry (Library) Homework Intervention (Room 16A)	Art (Room 18) Open Sports (Cafeteria) Cheerleading (Room 14)
Second Class	Cheerleading (Room 14) Wrestling (Room 41A) Football/Basketball/Voile yball (Gym) Hip Hop History 101 (Room 12) Gardening (Garden) Fashion Design (Room 18) Newsletter(Library) 3D Modeling/Photoshop (Room 11) Homework Intervention (Room 16A) Cheerleading (Room 14)	Wrestling (Room 41A) Football/Basketball/Volleyb all (Gym) Gardening/Cooking (Garden) Hip Hop Dance (Cafeteria) Video Editing and Film Making (Room 11) Spoken Word/Poetry (Library) Choir (Band Room) Homework Intervention (Room 16A)	Wrestling (Room 41A) Football/Basketball/Volley ball (Gym) Hip Hop History 101 (Room 12) Gardening (Garden) Fashion Design (Room 18) Newsletter(Library) 3D Modeling/Photoshop (Room 11) Homework Intervention (Room 16A) Cheerleading (Room 14)	Wrestling (Room 41A) Football/Basketball/Volleyball (Gym) Gardening/Cooking (Garden) Hip Hop Dance (Cafeteria) Video Editing and Film Making (Room 11) Spoken Word/Poetry (Library) Choir (Band Room) Homework Intervention (Room 16A)	Art (Room 18) Open Sports (Cafeteria) Cheerleading (Room 14)
Close Out	ALL STUDENTS	ALL STUDENTS	ALL STUDENTS	ALL STUDENTS	ALL STUDENTS

Board Office Use: L	egislative File Info.
File ID Number	11-1235
Introduction Date	6/13/11
Enactment Number	11-1/37
Enactment Date	6-22-1182



OAKLAND UNIFIED SCHOOL DISTRICT

Office of the Board of Education

June 8, 2011

TO:

Board of Education

FROM:

Dr. Anthony Smith Ph.D., Superintendent

SUBJECT:

Master Memorandum of Understanding between OUSD and Bay Area

Community Resources

ACTION REQUESTED

Approval by the Board of Education of a Master Memorandum of Understanding between District and Bay Area Community Resources. This establishes a one year relationship with Bay Area Community Resources, and a Not-To-Exceed amount of \$2,988,618.00. This amount is projected using historical cost data, known changes to the number of sites served and expected available grant funding allowable.

BACKGROUND

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

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

DISCUSSION

Vendor: Bay Area Community Resources

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

Not-To-Exceed Amount: \$2,988,618.00

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

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

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

FISCAL IMPACT

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



RECOMMENDATION

Approval by the Board of Education of a Master Memorandum of Understanding between District and Bay Area Community Resources in an amount Not-To-Exceed \$2,988,618.00.

ATTACHMENTS

Master MOU Scope of Work, to include alignment to the OUSD Five (5) Year Strategic Plan

Board Office Use: Le	gislative File Info
File ID Number	11-1236
Introduction Date	6/13/11
Enactment Number	11-1137
Enactment Date	6-22-1142



Community Schools, Thriving Students

MEMORANDUM OF UNDERSTANDING BETWEEN OAKLAND UNIFIED SCHOOL DISTRICT and Bay Area Community Resources 2011-2012

1. INTENT

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

Cumulative Amount of ISA(s) NOT TO EXCEED \$ 2,988,618.00

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, 2011 to June 30, 2012</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 2011-12 fiscal year to reflect additional changes resulting from such legislation.

3. ADMINISTRATION OF MASTER MOU.

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

Contract Administrator	Joel Ross	
Department	Procurement	
Address	900 High Street	
City, State, Zip	Oakland, CA 94601	
Phone	510-879-8374	

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
Phone	(415) 755-2321

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 2011-2012.
- 4.2 Independent Contractor. This is not an employment contract. CONTRACTOR, is an independent contractor or business entity, and will be responsible for operations and management of its employees to sufficiently carry out the agreed upon Scope of Work. CONTRACTOR understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of OUSD, and are not entitled to benefits of any kind or nature normally provided or entitled to employees of OUSD, including, but not limited to, State Unemployment Compensation or Worker's Compensation. CONTRACTOR shall assume full responsibility for payment of all Federal, State, and local taxes or contributions necessary to do business in the State of California, including unemployment insurance, social security and income taxes with respect to CONTRACTOR's employees. In the performance of the work herein contemplated, CONTRACTOR is an independent contractor, with the sole authority for controlling and directing the performance of the details of the work, OUSD being interested only in the results obtained.
- 4.3 Fiscal oversight and management. CONTRACTOR shall be responsible for providing oversight, fiscal management, payroll services and technical assistance to its agents, employees or subcontractors. CONTRACTOR may be required to facilitate and collaborate with other service providers as necessary.
- 4.4 No Rights in Third Parties. This agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
- 4.5 **Ownership of Documents.** All documents created by CONTRACTOR pursuant to this Agreement, including but not limited to reports, designs, schedules, and other materials prepared, or in the process of being prepared, for the services to be performed by CONTRACTOR, are and shall be at the time of

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

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

4.10 CONTRACTOR Qualifications / Performance of Services.

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

- 4.11 Employees or Subcontractors of CONTRACTOR. Consistent with invoicing requirements in Section 7, CONTRACTOR shall submit a list of employees or other persons who were working on the District's school sites for the period CONTRACTOR is invoicing. In the event that OUSD, in its sole discretion, at any time during the term of this Agreement, desires the removal of any CONTRACTOR related persons, employee, representative or agent from the OUSD school site and, or property, CONTRACTOR shall immediately upon receiving notice from OUSD of such desire, cause the removal of such person or persons.
- 4.12 OUSD's Evaluation of CONTRACTOR, and CONTRACTOR's Employees and/or Subcontractors. OUSD may evaluate the CONTRACTOR's work in any way that OUSD is entitled to do so pursuant to applicable law. The OUSD's evaluation may include, without limitation;
 - (a) Requesting that OUSD employee(s) evaluate the CONTRACTOR and the CONTRACTOR's employees and subcontractors and each of their performance.
 - (b) Announced and unannounced observance of CONTRACTOR, CONTRACTOR's employee(s), and/or subcontractor(s).

5. CONDUCT OF CONTRACTOR.

- 5.1 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.
- 5.2 **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.
- 5.3 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.
- 5.4 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.
- 5.5 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.
- 5.6 **Maintain five sets of essential collaborative relationships** to ensure partnerships towards effective program implementation:
 - a) Administration, faculty, and staff of OUSD
 - b) OUSD central administration departments
 - c) Parents/Guardians
 - d) Youth
 - e) Community organizations and public agencies

6. SCOPE OF WORK.

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

7. INVOICING.

7.1 Updated listing of employees and their respective ATI number. CONTRACTOR agrees as a condition of payment for services provided, CONTRACTOR will provide a complete updated listing with monthly invoices of all employees, subcontracted agencies, and volunteers, and their respective ATI number as registered with the Dept of Justice/FBI, at the site for which CONTRACTOR is providing services and invoicing OUSD.

7.2 Submission of invoices to OUSD. CONTRACTOR must submit invoices to OUSD in a format acceptable to OUSD and on a timely and regular basis for services rendered. Invoices must contain the following information: a) the name of the project or school site; b) a daily list of tasks/services performed; c) the hours (or portion of an hour) worked for each task described; and d) and an itemization of any reimbursable expenses, including receipts. All invoices shall be accompanied by the following verification statement signed by the CONTRACTOR:

I personally reviewed this invoice dated	
I have ensured that the invoice is correct and that the services and costs were incurred	90

in a nave 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.

	(If th	is box is checked, additional terms a	nd conditions apply.)
	Yes	No ASES PROGRAM GRANT 21" CCLC ASSET GRANT FIELDTRIPS	
On beha Understa	Pre Oat	sigent, Board of Education fland Unified School District cretary, Board of Education cland Unified School District	Date: $\frac{5/10/11}{0}$ Date: $\frac{6/23/11}{0}$
			File ID Number: 1/-/

OAKLAND UNIFIED SCHOOL DISTRICT
Office of General Counsel
APPROVED FOR FORM & SUBSTANCE

ADDITIONAL ADDENDEM(S) ATTACHED

. _ Attorney at Law

Page 7 of 7

Enactment Number:

Enactment Date:

Master MOU for 2011-2012 Revised April 2011

Master Memorandum of Understanding 2011-2012

BAY AREA COMMUNITY RESOURCES, SAN RAFAEL, CA

Legislative File # 11-1235

SCOPE OF WORK

The After School Lead Agency, Bay Area Community Resources, San Rafael, CA, will provide daily, comprehensive after school services during the 2011-12 school year at an anticipated 26 school sites in OUSD. The Lead Agency will work collaboratively with school leadership to develop after school programming that is aligned with the OUSD Strategic Plan, complements the regular school day program, and supports each school's overarching goals and priorities for student achievement. After school services will support one or more of the following OUSD desired outcomes and strategic questions:

- High School Graduation: How many more Oakland children are graduating from high school?
- Improved School Day Attendance: How many more Oakland children are attending school 95% or more?
- Job Skills/Career readiness: How many more students have meaningful internships and/or paying jobs?
- Increased Access to Health Services: How many more Oakland children have access to, and use, the health services they need?

As part of the program planning process for each school served, the Lead Agency and school leadership will engage in the following structured planning to ensure alignment with the district's desired outcomes:

- a) Identify which of the district's four desired outcomes/strategic questions will the after school program intentionally support.
- b) Describe the program activities that will support each desired outcome.
- Identify metrics indicating how the program will measure its efforts to support the desired outcomes.



Bay Area Community Resources After School Programs

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

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

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

OUR VALUES

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

PROGRAM MODEL

Academic Assistance

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

Enrichment

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

Recreation

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

Showcases

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

EVIDENCE OF OUTCOMES

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

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

Recent Oakland elementary school surveys showed positive outcomes: Students

Prog	gram Runs Effectively	
***	There is an adult who wants me to do my best.	96%
**	I feel safe when I am here.	81%
Bene	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	
	ram Runs Effectively	0.707
*	The after school program is a safe place for my child.	97%
***	I am satisfied with the after school program.	97%
Bene	efits from Child Participating	1007
***	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 PARTNERS CHOOLS

- 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

Marisa Ramirez, (510) 559-3025; nramirez@bacr.org

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

Visit our website: www.bacrorg

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