

Board Office Use: Legislative File Info.	
File ID Number	12-1230
Introduction Date	5-23-12
Enactment Number	12-1356
Enactment Date	5-23-12



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

Memo

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

Board Meeting Date
 (To be completed by Procurement) May 23, 2012

Subject Individual Service Agreement - Master Memorandum of Understanding - Aspiranet (contractor) - 922/Family, Schools, and Community Partnerships Department (FSCP) (site/department)

Action Requested Approval of an Individual Service Agreement to the Master Memorandum of Understanding between Oakland Unified School District and Aspiranet. Services to be primarily provided to 922/Family, Schools, and Community Partnerships Department for the period of March 1, 2011 through June 30, 2012.

Background
A one paragraph explanation of why the consultant's services are needed. The original 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 11-1365). The FSCP Department will utilize Option J of the Menu of Service for the TUPE/Peer Mediators Program to provide students with academic enrichment activities which include presentation of a research-based curriculum, a peer education program, and intervention activities for those students found to be using or under the influence of tobacco or marijuana at school. Intervention activities also target students at risk for tobacco or other drug use.

Discussion
One paragraph summary of the scope of work. Approval by Board of Education of an Individual Service Agreement to the Master Memorandum of Understanding between District and Aspiranet, South San Francisco, CA, for the latter to provide Menu of Service Option J: Health and Wellness, for 80 hours of peer education leadership at Melrose Leadership Academy and will recruit 10-15 peer educators who are culturally reflective of school ethnicity and identified as being natural leaders. Consultant will also facilitate 10 anti-tobacco, marijuana, and alcohol classroom activities and two school-wide prevention education presentations at the school site reaching all students; media created will be property of OUSD and will be used in ensuing years to educate youth about the dangers of tobacco, alcohol, and marijuana for the period of March 1, 2012 through June 30, 2012, in an amount not to exceed \$2,000.00.

Recommendation Approval of an Individual Service Agreement to the Master Memorandum of Understanding between Oakland Unified School District and Aspiranet. Services to be primarily provided to 922/Family, Schools, and Community Partnerships Department for the period of March 1, 2011 through June 30, 2012.

Fiscal Impact Funding resource name (please spell out) 6690/TUPE 6-12 in an amount not to exceed \$2,000.00.

Attachments

- Individual Service Agreement
- Menu of Service
- Certificate of Insurance

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OAKLAND UNIFIED SCHOOL DISTRICT

Community Schools, Thriving Students

INDIVIDUAL SERVICE AGREEMENT (ISA) 2011-2012

MASTER MOU INFORMATION

VENDOR NAME	Aspiranet		
VENDOR #	V056255	ENACTMENT #	11-1365
SITE / DEPT NAME	Family, Schools, & Community Partnership	SITE #	922
OUSD STAFF CONTACT - EMAILS ABOUT THIS CONTRACT SHOULD BE SENT TO:		Lisa.Walker@ousd.k12.ca.us	

ORDER MENU OF SERVICES (EXHIBIT A OF MASTER MOU) – SELECT DESIRED SERVICE

SERVICE AND UNIT OF SERVICE (SEE EXHIBIT A OF MASTER MOU FOR A FULL DESCRIPTION OF SCOPE OF WORK AND MENU OF SERVICES)	GRADE LEVEL(S) SERVED	RATE PER UNIT	DESIRED UNITS	AMOUNT (DESIRED UNITS TIMES RATE PER UNIT)
Option J: Health & Wellness	6-12	\$25,000.00	.08	\$2,000.00
		\$		\$
		\$		\$
TOTAL AMOUNT				\$2,000.00

IF FEE DOES NOT EQUAL RATE PER UNIT MULTIPLIED BY DESIRED UNITS, EXPLAIN REASON FOR ALTERED RATE:
 To provide students with academic enrichment from a research-based curriculum, a peer education program and intervention activities for students found to be using or under the influence of tobacco or marijuana at school. Intervention activities also target students at risk for tobacco or other drug use.

BUDGET INFORMATION

REQUISITION NUMBER	R0204739	START DATE	03/01/2012	END DATE	06/30/2012
RESOURCE #	RESOURCE NAME	ORG KEY	AMOUNT		
6690	TUPE 6-12	9224752301	\$2,000.00		
			\$		
			\$		

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

VENDOR	NAME	Vernon Brown	TITLE	CEO
SIGNATURE	<i>V. Brown</i>		DATE	4/24/12
OUSD SITE ADMINISTRATOR	NAME	Joanna Locke	TITLE	Director Health & Wellness
SIGNATURE	<i>Joanna Locke</i>		DATE	

APPROVAL

IF USING FUNDS REVIEWED BY STATE AND FEDERAL PROGRAMS OR Quality Community School Development
 SPSA ACTION ITEM NUMBER: _____ OR, SPSA MODIFICATION DOCUMENTATION ATTACHED

RESOURCE MANAGER, if using funds managed by:
 State and Federal Quality Community School Development Complementary Learning / After School Programs

SIGNATURE	<i>Joanna Locke</i>	DATE	
SIGNATURE		DATE	
NETWORK OR DEPARTMENT EXECUTIVE OFFICER			
SIGNATURE	<i>Curtis Saritay</i>	DATE	
PRESIDENT AND THE SECRETARY OF THE BOARD OF EDUCATION			
SIGNATURE	<i>[Signature]</i>	DATE	5/24/12
SIGNATURE	<i>[Signature]</i>	DATE	5/24/12

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

Date (MM/DD/YR)
12/13/11

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 require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


PRODUCER Heffernan Insurance Brokers 1350 Carlback Avenue Walnut Creek, CA 94596 CA License #0564249	CONTACT NAME:		
	PHONE (A/C,No,Ext): 925-934-8500	FAX (A/C,No): 925-934-8278	
EMAIL ADDRESS:			
INSURED Aspiranet 400 Oyster Point Blvd., Suite 501 South San Francisco, CA 94080	INSURERS AFFORDING COVERAGE		NAIC #
	INSURER A:	Granite State Ins. Co.	23809
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		

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

THIS IS TO CERTIFY THAT 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	ADD L INS R	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL L LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L. AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? (Mandatory in N.H.) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$	
A	Crime			02LX0089961416	12/16/11	12/16/12	Limit: \$ 500,000	Ded: \$500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Re: As on file with the insured.

CERTIFICATE HOLDER Oakland Unified School District 1025 2nd Street Oakland, CA 94606	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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EMAIL ADDRESS:			
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	INSURER C:	Granite State Ins. Co.	23809
	INSURER D:		
	INSURER E:		

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B	GENERAL L LIABILITY	X		41LX0089961326	12/16/11	12/16/12	EACH OCCURRENCE	\$ 1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 200,000
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 5,000
	X \$25,000 Per Occurrence Deductible						PERSONAL & ADV INJURY	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER						GENERAL AGGREGATE	\$ 3,000,000
X POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	PRODUCTS - COMP/OP AGG	\$ 1,000,000	\$					
C	AUTOMOBILE LIABILITY			02CA0038937066	12/16/11	12/16/12	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	\$
	ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$
	HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	\$
X Comp Ded \$1,000 <input checked="" type="checkbox"/> Coll Ded \$1,000		\$						
B	UMBRELLA LIAB	X		41UD0002735336	12/16/11	12/16/12	EACH OCCURRENCE	\$ 2,000,000
	EXCESS LIAB						AGGREGATE	\$ 2,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000							\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N <input type="checkbox"/>	N/A	WCJZ91446188011	07/01/11	07/01/12	X WC STATUTORY LIMITS	OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? (Mandatory in N.H.)						E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
C	Crime			02LX0089961416	12/16/11	12/16/12	Limit: \$ 500,000	Ded: \$500
B	Professional Liability			41LX0089961326	12/16/11	12/16/12	Each Wrongful Act	\$ 1,000,000
							Aggregate Limit	\$ 3,000,000
							Deductible - Each Wrongful Act	\$ 25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Re: As on file with the insured. Oakland Unified School District, its Officers, Employees, Volunteers or Agents are named as additional Insured on General Liability as per attached CG2026.

CERTIFICATE HOLDER Oakland Unified School District 1025 2nd Street Oakland, CA 94606	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

Insured Name: Aspiranet
Policy Number: 41LX0089961326
Effective Dates: 12/16/11-12/16/12

COMMERCIAL GENERAL LIABILITY
CG 20 26 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Additional Insured Person(s) or Organization(s)
Oakland Unified School District, its Officers, Employees, Volunteers or Agents
Information required to complete this Schedule, if not shown above, will be shown in the Declarations

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for “bodily injury,” “property damage” or “personal and advertising injury” caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

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INSURED Aspiranet 400 Oyster Point Blvd., Suite 501 South San Francisco, CA 94080	<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:40%;">INSURERS AFFORDING COVERAGE</th> <th style="width:60%;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Wausau Underwriters Ins. Co.</td> <td>26042</td> </tr> <tr> <td>INSURER B: Lexington Ins. Co.</td> <td>19437</td> </tr> <tr> <td>INSURER C: Granite State Ins. Co.</td> <td>23809</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURERS AFFORDING COVERAGE	NAIC #	INSURER A: Wausau Underwriters Ins. Co.	26042	INSURER B: Lexington Ins. Co.	19437	INSURER C: Granite State Ins. Co.	23809	INSURER D:		INSURER E:		INSURER F:	
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B	GENERAL L LIABILITY			41LX0089961326	12/16/11	12/16/12	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	X					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 200,000
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 5,000
	\$25,000 Per Occurrence Deductible						PERSONAL & ADV INJURY	\$ 1,000,000
	GEN'L. AGGREGATE LIMIT APPLIES PER						GENERAL AGGREGATE	\$ 3,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG	\$ 1,000,000
								\$
C	AUTOMOBILE LIABILITY			02CA0038937066	12/16/11	12/16/12	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	ALL OWNED AUTOS		SCHEDULED AUTOS				BODILY INJURY (Per accident)	\$
	HIRED AUTOS		NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident)	\$
	<input checked="" type="checkbox"/> Comp Ded \$1,000	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> Coll Ded \$1,000					\$
B	UMBRELLA LIAB			41UD0002735336	12/16/11	12/16/12	EACH OCCURRENCE	\$ 2,000,000
	EXCESS LIAB		<input checked="" type="checkbox"/> OCCUR				AGGREGATE	\$ 2,000,000
	DED <input checked="" type="checkbox"/>	RETENTION \$ 10,000	<input checked="" type="checkbox"/> CLAIMS-MADE					\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WCJ-291-446188011	07/01/11	07/01/12	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? (Mandatory in N.H.)	<input type="checkbox"/>	N/A				E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
C	Crime - Employee Theft			02LX0089961416	12/16/11	12/16/12	Limit: \$ 500,000	Ded: \$500
B	Professional Liability - Claims Made			41LX0089961326	12/16/11	12/16/12	Each Wrongful Act	\$ 1,000,000
	Retro Date: 12/16/00						Aggregate Limit	\$ 3,000,000
							Deductible - Each Wrongful Act	\$ 25,000

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

INSURED'S NAME: Aspiranet

CERT HOLDER NAME: Oakland Unified School District

Abuse and Molestation Coverage: Claims Made Retro Date 12-16-06

Insurer Letter B	41LX0089961326	12/16/11 – 12/16/12	\$2,000,000 For each abuse of molestation incident \$2,000,000 Aggregate Limit of insurance for all abuse or molestation incidents
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Insured Name: Aspiranet
Policy Number: 41LX0089961326
Effective Dates: 12/16/11-12/16/12

COMMERCIAL GENERAL LIABILITY
CG 20 26 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Additional Insured Person(s) or Organization(s)
Oakland Unified School District, its Officers, Employees, Volunteers or Agents
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Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for “bodily injury,” “property damage” or “personal and advertising injury” caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
A. In the performance of your ongoing operations; or
B. In connection with your premises owned by or rented to you.

Menu of Service for Lead Agency: Aspiranet

Lead Agency Unit of Service for ASES After School Program

After School Services include:

After school program set up and coordination of comprehensive services to ensure ASES 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/or community providers with subject matter expertise and youth development experience.

After School program will serve up to 90 students in elementary school programs and 120 students in middle school programs. Services will be offered daily, Monday through Friday, from September 2011 – June 2012. 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.

Lead Agency Option A: Cost for Elementary School lead agency package: \$ 93,634

Lead Agency Option B: Cost for Middle School Lead Agency package: \$ 127,011

Lead Agency Unit of Service for 21st Century After School Program

After School Services Include:

After school program set up and coordination of comprehensive services to ensure 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, recreational/physical activity, and family literacy components to meet grant compliance. Services will be delivered by qualified, trained individuals and/or community providers with subject matter expertise and youth development experience.

Services will be offered daily, Monday through Friday, from September 2011 – June 2012. 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.

Lead Agency Option C: Cost for Elementary School lead agency package for up to 90 students: \$ 92,483

Lead Agency Option D: Cost for Middle School Lead Agency package for up to 120 students: \$125,369

Lead Agency Option E: Cost for High School Lead Agency package for up to 83 students: \$136,155

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 utilizing other funds to increase level of services and/or number of students served beyond the above base unit.
- 1f. School reducing number of students to be served by program, due to reduced grant funds.
- 1g. School opting to fund Academic Liaison, reducing above costs for academic programming and alignment with school day.

Other 21st Century Services

Option F: 21st Century Family Literacy Services: Variety of services to engage parents and support them in helping their children to succeed in school. Services customized to meet school and community needs, and may include: parent workshops, parent outreach and adult literacy support.

Services will be open to families of all students participating in 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 G: 21st Century 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 compliment after school programming occurring daily, September through June.

Cost \$21,750

Factors that would decrease the above costs for 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.

Other Specialized Services

Option H: Intervention Services: Tutoring and intervention strategies to increase literacy and math skills to eligible students falling below proficient. To serve up to 20 students, for one hour per week, up to five days per week, over the course of the school year.

Cost \$50,000

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Arts based activities to expand and increase skills in: visual arts, dance, theatre arts and history of visual/performing arts. Program would serve up to 190 students. Students will receive service two days per week, for the course of the school year.

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Option J: Health and Wellness:

Recreation or other health related activities on school campus. Students will engage in fitness activities and be taught nutrition facts to maintain healthy lifestyle. Students will develop positive attitudes towards fitness and a physically active lifestyle which will strengthen student's self-esteem and confidence, develop fine motor skills and increased socialization skills. Program could serve all students enrolled during day and/or after school by providing additional staff and additional activities up to five days a week.

Cost \$25,000

Option K: Intervention Services for Language English Proficiency

Tutoring and intervention strategies to increase English proficiency skills to eligible students falling below proficient. To serve up to 20 students, for one hour per week, up to five days per week, over the course of the school year.

Cost: \$50,000

Factors that would increase or decrease costs for above specialized services:

- 3a.** School opting to directly contract with a different service provider for intervention or visual and performing arts services, reducing some of the enrichment charges to the cost above.
- 3b.** School opting to provide supplies in support of after school programming, reducing supply costs from the total above.
- 3c.** School utilizing other funds to increase level of services and/or number of students served beyond the above base unit.
- 3d.** School reducing number of students to be served by program, due to reduced grant funds.



Tobacco Use Prevention Education program (TUPE)

The Alameda County Office of Education (ACOE) works with school districts, schools and members of the community to provide effective, research-based information on drug and tobacco use prevention. We offer training and on-site technical assistance in an effort to prevent

violence and the use of alcohol, tobacco and other drugs among Alameda County youth.

Bringing Prevention Efforts to Our Schools

The Safe and Drug Free Schools and Communities program (SDFSC) is a federally funded grant directed toward violence and drug prevention and intervention efforts.

The Tobacco Use Prevention Education program (TUPE) is a program funded through Proposition 99 (tobacco prevention) monies.

The ACOE employs qualified staff to train educators, parents and students to bring effective prevention programs to campuses. Our primary goal is to create a safe school environment conducive to learning. Prevention programs include:

- Violence and Drug Prevention Programs and Curriculum
- Tobacco Prevention Programs and Curriculum
- Student Assistance Programs
- "Days of Respect" Program
- Safe Schools Planning

Our Philosophy About Prevention

The ACOE offers a resiliency approach to prevention. By building on the assets already present in a school environment, rather than focusing on its deficits, the ACOE programs are integrative and positive in nature. The ACOE staff believes that success with violence, drugs and tobacco use prevention lies in building relationships: between the school and the community; between the students and their faculty; and among the students. The ACOE helps develop these relationships in an effort to increase the level of safety and the quality of education in the school's environment.

SDFSC Services

1. Training for district coordinators and up-to-date resources in drug use prevention. Such resources include: Friday Night Live, the Healthy Kids Resource Center, specific violence and drug prevention programs, and access to appropriate technology.
2. Training sessions for educators, parents and students to coordinate drug awareness and prevention efforts on campus.
3. Research-based recommendations and development of age-appropriate curriculum suitable for each individual school environment.
4. Support and training for teachers and students as part of a peer educator and resource program.

TUPE Services

1. Training for teachers and other school staff to create tobacco prevention programs on campus. Teachers are taught prevention lessons in their subject area. Staff members are trained to provide awareness and readiness cessation programs for students found using tobacco on campus. Training is also offered in tobacco on campus. Training is also offered in tobacco use cessation for students wishing to quit.
2. Assistance to educators in writing competitive grants and establishing effective tobacco prevention, intervention and cessation programs.

3. Training for teachers in curriculum development related to tobacco and drug use prevention.
4. Access to cutting edge research and on-site assistance in putting that research into practice.
5. Support to schools with events such as the Great American Smoke-Out, Drug-Free Red Ribbon Week, and related activities.
6. A Publication, *Safe and Sound: An Action Resource Guide for Parents*, helpful in keeping children safe and substance free.

Special Programs:

1. Help schools establish Student Assistance Programs in an effort to identify, assess, refer and offer on-site education and support for students involved in alcohol and drug use and other harmful activities. By placing a qualified counselor on-site, these programs offer direct help to students with drug problems in the form of confidential counseling, and as a link to appropriate service organizations.
2. Development of "Days of Respect", a comprehensive program to address campus violence, race, gender relations, and sexual orientation issues. This program facilitates dialogue in the school setting for staff, students, and parents as a way to address these and other diversity issues.

The Alameda County Office of Education is committed to assisting youth and ensuring that they receive a safe, well-rounded education. For more information about the SDFSC and TUPE programs, please call Janine Saunders at (510) 670-4589 or email jsaunders@acoe.org (<mailto:jsaunders@acoe.org>).



**OAKLAND UNIFIED
SCHOOL DISTRICT**

*Community Schools,
Thriving Students*

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File #:	11-1238 Version: 1	Name:	Master Memorandum of Understanding - Aspiranet - 2011-2012 School Year
Type:	Agreement or Contract	Status:	Passed
File created:	8/1/2011	In control:	Teaching and Learning Committee
On agenda:		Final action:	8/10/2011
Enactment date:	8/10/2011	Enactment #:	11-1365

Title: Approval by the Board of Education of a Master Memorandum of Understanding (MOU) between District and Aspiranet, South San Francisco, CA, for the latter to provide Arts, Recreation, Leadership and Family Literary activities in its capacity as a Comprehensive After School Program Lead Agency at school sites to be determined, for the period July 1, 2011 through June 30, 2012, in an amount not to exceed \$1,688,475.00, pursuant to the terms and conditions as specified in the MOU.

Attachments: [11-1238 - MASTER MEMORANDUM OF UNDERSTANDING - ASPIRANET - 2011-2012 SCHOOL YEAR](#)

Contact: Joel.Ross@ousd.k12.ca.us

[History \(2\)](#) [Text](#)

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Date	Ver.	Action By	Action	Result	Action Details	Meeting Details	Video
8/10/2011	1	Board of Education	Adopted	Pass	Action details	Meeting details	Not available
8/1/2011	1	Teaching and Learning Committee	Recommended Favorably	Pass	Action details	Meeting details	Not available

Board Office Use: Legislative File Info.	
File ID Number	11-1238
Introduction Date	8/1/11
Enactment Number	11-1365
Enactment Date	8-10-11 <i>BJ</i>



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

OAKLAND UNIFIED SCHOOL DISTRICT
Office of the Board of Education
June 8, 2011

TO: Board of Education

FROM: *[Signature]*
Dr. Anthony Smith, Ph.D., Superintendent

SUBJECT: Master Memorandum of Understanding between OUSD and Aspiranet

ACTION REQUESTED

Approval by the Board of Education of a Master Memorandum of Understanding Between District and Aspiranet. This establishes a one year relationship with Aspiranet, and a Not-To-Exceed amount of \$1,688,475.00. 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: Aspiranet

Overview of Services: Aspiranet 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: \$1,688,475.00

Determination of Not-to-Exceed Amount: Based on historical data and projections for the coming school year, it is anticipated that Aspiranet will provide services to 20 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 Aspiranet, 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 Aspiranet. 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 Aspiranet in an amount Not-To-Exceed \$1,688,475.00.

ATTACHMENTS

Master MOU

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

**Master Memorandum of Understanding
2011-2012**

ASPIRANET, SOUTH SAN FRANCISCO, CA

Legislative File # 11-1238

SCOPE OF WORK

The After School Lead Agency, Aspiranet, South San Francisco, CA, will provide daily, comprehensive after school services during the 2011-12 school year at an anticipated 13 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.
- c) Identify metrics indicating how the program will measure its efforts to support the desired outcomes.

Menu of Service for Lead Agency: Aspiranet

Lead Agency Unit of Service for ASES After School Program

After School Services include:

After school program set up and coordination of comprehensive services to ensure ASES 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/or community providers with subject matter expertise and youth development experience.

After School program will serve up to 90 students in elementary school programs and 120 students in middle school programs. Services will be offered daily, Monday through Friday, from September 2011 – June 2012. 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.

Lead Agency Option A: Cost for Elementary School lead agency package: \$ 93,634

Lead Agency Option B: Cost for Middle School Lead Agency package: \$ 127,011

Lead Agency Unit of Service for 21st Century After School Program

After School Services Include:

After school program set up and coordination of comprehensive services to ensure 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, recreational/physical activity, and family literacy components to meet grant compliance. Services will be delivered by qualified, trained individuals and/or community providers with subject matter expertise and youth development experience.

Services will be offered daily, Monday through Friday, from September 2011 – June 2012. 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.

Lead Agency Option C: Cost for Elementary School lead agency package for up to 90 students: \$ 92,483

Lead Agency Option D: Cost for Middle School Lead Agency package for up to 120 students: \$125,369

Lead Agency Option E: Cost for High School Lead Agency package for up to 83 students: \$136,155

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 utilizing other funds to increase level of services and/or number of students served beyond the above base unit.
- 1f. School reducing number of students to be served by program, due to reduced grant funds.
- 1g. School opting to fund Academic Liaison, reducing above costs for academic programming and alignment with school day.

Other 21st Century Services

Option F: 21st Century Family Literacy Services: Variety of services to engage parents and support them in helping their children to succeed in school. Services customized to meet school and community needs, and may include: parent workshops, parent outreach and adult literacy support.

Services will be open to families of all students participating in 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 G: 21st Century 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 compliment after school programming occurring daily, September through June.

Cost \$21,750

Factors that would decrease the above costs for 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.

Other Specialized Services

Option H: Intervention Services: Tutoring and intervention strategies to increase literacy and math skills to eligible students falling below proficient. To serve up to 20 students, for one hour per week, up to five days per week, over the course of the school year.

Cost \$50,000

Option I: Visual and Performing Arts:

Arts based activities to expand and increase skills in: visual arts, dance, theatre arts and history of visual/performing arts. Program would serve up to 190 students. Students will receive service two days per week, for the course of the school year.

Cost \$27,000

Option J: Health and Wellness:

Recreation or other health related activities on school campus. Students will engage in fitness activities and be taught nutrition facts to maintain healthy lifestyle. Students will develop positive attitudes towards fitness and a physically active lifestyle which will strengthen student's self-esteem and confidence, develop fine motor skills and increased socialization skills. Program could serve all students enrolled during day and/or after school by providing additional staff and additional activities up to five days a week.

Cost \$25,000

Option K: Intervention Services for Language English Proficiency

Tutoring and intervention strategies to increase English proficiency skills to eligible students falling below proficient. To serve up to 20 students, for one hour per week, up to five days per week, over the course of the school year.

Cost: \$50,000

Factors that would increase or decrease costs for above specialized services:

- 3a.** School opting to directly contract with a different service provider for intervention or visual and performing arts services, reducing some of the enrichment charges to the cost above.
- 3b.** School opting to provide supplies in support of after school programming, reducing supply costs from the total above.
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