

Board Office Use: Legislative File Info.	
File ID Number	12-1403
Introduction Date	6-27-12
Enactment Number	12-1645
Enactment Date	6/27/12



**OAKLAND UNIFIED
SCHOOL DISTRICT**

Community Schools, Thriving Students

Memo

To Board of Education
Tony Smith, Ph.D., Superintendent

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

Board Meeting Date 6.27-12
(To be completed by Procurement)

Subject Individual Service Agreement Amendment - 1
Bay Area Community Resc San Rafael CA (Contractor, City/State) -
Global Family Elementary (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 Global Family Elementary for the period of 07/01/2011 through 07/20/2012, in an amount not to exceed \$ 0.00.

Background
A one paragraph explanation of why an amendment is 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 11-1137). This amendment will increase the current level of services beyond the initial plan as stated in the original contract for Option A-Lead Agency unit for Arts, Recreation, Leadership, and Family Literacy Activities. BACR will be providing physical activity and performing arts as part of the summer programming. The original contract period will be extended for the summer program from July 1, 2011 through June 30, 2012, to a new amended end date of July 20, 2012. Funding for this project is supported by private grant dollars through the Partnership for Children and Youth, resulting in no cost to the District.

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 summer learning programming utilizing Menu Option H: Physical Fitness, Option I: Visual and Performing Arts, and Option J: Health and Nutrition Services at Global Family Elementary School for the new amended contract period of July 1, 2011 through July 20 2012, at no cost to District. 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 Global Family Elementary for the period of 07/01/2011 through 07/20/2012, in an amount not to exceed \$ 0.00.

Fiscal Impact Funding resource name (please spell out) No Fiscal Impact
not to exceed \$ 0.00.

Attachments

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

Board Office Use: Legislative File Info.	
File ID Number	12-1403
Introduction Date	6-21-12
Enactment Number	12-1645
Enactment Date	6/27/12



OAKLAND UNIFIED SCHOOL DISTRICT

Community Schools, Thriving Students

INDIVIDUAL SERVICE AGREEMENT (ISA) AMENDMENT No. 1

AGREEMENT TO PURCHASE ADDITIONAL SERVICES UNDER A MASTER MEMORANDUM OF UNDERSTANDING

This Amendment is entered into between the Oakland Unified School District (OUSD) and Bay Area Community Resources (CONTRACTOR). OUSD entered into an Agreement with CONTRACTOR for services on July 1, 2011, and the parties agree to amend that Agreement as follows:

MASTER MOU – ORIGINAL ISA INFORMATION

VENDOR NAME	Bay Area Community Resources		LEGISTAR FILE ENACTMENT #	10-1649
SITE NUMBER / NAME	114	Global Family Elementary	AMOUNT OF ORIGINAL ISA	\$91,848.00
Original ISA Contract, or most recent ISA Contract Amendment period: 07/01/2011 (from date) to 06/30/2012 (end date).				

ORDER OF ADDITIONAL SERVICES – SELECT APPROPRIATE BOX

Increase in the amount of services (days, hours, etc) of same type of service purchased in the original ISA.

Service	Fee	\$	UNITS OF SERVICE	\$
Service	Fee	\$	UNITS OF SERVICE	\$
Service	Fee	\$	UNITS OF SERVICE	\$
Subtotal				\$

IF FEE DOES NOT EQUAL RATE PER UNIT MULTIPLIED BY DESIRED UNITS, EXPLAIN REASON FOR ALTERED RATE:

Purchase New Type of Service.

Service	Option	Fee	\$	UNITS OF SERVICE	\$
Service	Option H - Physical Fitness	Fee	\$12,000.00	UNITS OF SERVICE 1	\$ 0.00
Service	Option I - Visual and Performing Arts	Fee	\$12,000.00	UNITS OF SERVICE 1	\$ 0.00
Service	Option J - Health and Nutrition Services	Fee	\$10,000.00	UNITS OF SERVICE 1	\$ 0.00
Subtotal					\$ 0.00

IF FEE DOES NOT EQUAL RATE PER UNIT MULTIPLIED BY DESIRED UNITS, EXPLAIN REASON FOR ALTERED RATE:

Increasing the ISA Not to Exceed Amount to: \$91,848.00

The Term (Duration) of the Individual Service Agreement remains unchanged.

The Term (Duration) has changed: The contract term is extended by an additional 19 days (days/weeks/months), and the amended expiration date is 07/20/2012.

ISA Amendment History:

There are no previous amendments to this ISA. This ISA has previously been amended as follows:

No.	Date	General Description of Reason for Amendment	Amount of Increase (Decrease)
			\$ 0.00
0.00			\$ 0.00
			\$

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

VENDOR	NAME	Martin Weinstein	TITLE	CEO
SIGNATURE		<i>Martin Weinstein</i>	DATE	5/10/12
OUSD SITE ADMINISTRATOR	NAME	Reyna Diaz	TITLE	Principal
SIGNATURE		<i>Reyna Diaz</i>	DATE	5/10/12

APPROVAL BY THE BOARD OF EDUCATION

GARY YEE, PRESIDENT OF THE BOARD OF EDUCATION	<i>Gary Yee</i>	DATE	6/27/12
EDGAR RAKESTRAW, JR SECRETARY, BOARD OF EDUCATION	<i>Edgar Rakestraw, Jr</i>	DATE	6/27/12



Excluded Parties List System

**Search Results Excluded By
Firm, Entity, or Vessel : Bay Area Community Resources
as of 30-May-2012 3:13 PM EDT**

Your search returned no results.



CERTIFICATE OF LIABILITY INSURANCE

OP ID: SG

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 Farallone Pacific Insurance Services, License # 0F84441 859 Diablo Avenue Novato, CA 94947 Peter Schmale		415-493-2500 415-493-2505	CONTACT NAME: Sindy Graham, ext 131 PHONE (A/C No, Ext): 415-493-2500 E-MAIL ADDRESS: sgraham@fp-ins.com PRODUCER CUSTOMER ID #: BAYAR-3	FAX (A/C, No): 415-493-2505
INSURED Bay Area Community Resources, Inc. 171 Carlos Drive San Rafael, CA 94903-2005		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: Philadelphia Indemnity Ins Co.		32760
		INSURER B: Sparta Insurance Company		
		INSURER C:		
		INSURER D:		
		INSURER E:		
		INSURER F:		

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Abuse Sublimit 1,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X		PHPK740321	07/01/11	07/01/12	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			PHPK740321	07/01/11	07/01/12	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB350578	07/01/11	07/01/12	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N <input type="checkbox"/>	006WK0124400	07/01/11	07/01/12	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability			PHPK740321	07/01/11	07/01/12	Each 1,000,000 Aggregate 2,000,000

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

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

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POLICY NUMBER: * PHPK740321
Bay Area Community Resources, Inc.

COMMERCIAL GENERAL LIABILITY

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) Amendment Routing Form

Basic Directions

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

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

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

Attachment Checklist	<input type="checkbox"/> ISA amendment packet including Board Memo, ISA amendment form, Menu of Services <input checked="" type="checkbox"/> Copy of original Individual Service Agreement <input type="checkbox"/> Copy of Prior Amendments, If Any.
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OUSD Staff Contact Emails about this ISA amendment should be sent to: reyndia.diaz@ousd.k12.ca.us

VENDOR INFORMATION

CONTRACTOR NAME	Bay Area Community Resources	CITY	San Rafael	STATE	CA
SITE /DEPT NAME	Global Family Elementary	SITE #	114		

BUDGET INFORMATION

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

SPSA ACTION ITEM NUMBER: _____ OR SPSA MODIFICATION DOCUMENTATION ATTACHED

RESOURCE #	RESOURCE NAME	ORG KEY	REQ. NUMBER	AMOUNT
				\$ 0.00
				\$ 0.00
				\$

Amount and Reason for Amendment

Original PO Number(s)	P1201221	Reason for Amendment to ISA (check appropriate box): <input type="checkbox"/> Increase in number of units (days, hours, etc) of service. I would like to purchase additional days or hours of the same type of service purchased with the original ISA. <input checked="" type="checkbox"/> Purchase additional type of service. In addition to the services contracted for in the original ISA, I would like to purchase another type of service from this vendor.
Original ISA Amount	\$ 91,848.00	
Amended ISA Amount	\$ 0.00	
New Total Contract Amount	\$ 91,848.00	

Approval and Routing (in order of approval steps)

Additional services above original contract amount cannot be provided before the amendment is fully approved and the Purchase Order amount has been increased by Procurement.

	Site Administrator or Manager	Name	Reyna Diaz	Phone	535-3862	Fax	536-4470
1.	Site / Department	Global Family Elementary					
	Signature				Date Approved	5/10/2012	
	Resource Manager , if using funds managed by: <input type="checkbox"/> State and Federal <input type="checkbox"/> Quality, Community, School Development <input checked="" type="checkbox"/> Complementary Learning / After School Programs						
2.	Signature				Date Approved	5/29/12	
	Signature						
3.	Regional or Executive Officer						
	Signature				Date Approved	6-1-2012	
4.	Deputy Superintendent Instructional Leadership / Deputy Superintendent Business Operations						
	Signature				Date Approved	6-7-2012	
5.	Superintendent or Board of Education <i>Signature on the legal contract</i>						
Legal Required if not using standard contract		Approved		Denied - Reason		Date	
Procurement	Date Received			PO Number			

Board Office Use: Legislative File Info.	
File ID Number	11-1943
Introduction Date	8-24-11
Enactment Number	11-1494
Enactment Date	8-24-11 <i>HS</i>



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) August 24, 2011

Subject Individual Service Agreement - Master Memorandum of Understanding - Bay Area Community Resources (contractor) - 114/Global Family Elementary School (site)

Action Requested Approval of the Individual Service Agreement to the Master Memorandum of Understanding (MOU) between District and Bay Area Community Resources, for services to be provided primarily to 114/Global Family Elementary 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 A-Lead Agency Unit for Arts, Recreation, Leadership and Family Literary activities in its capacity as a Comprehensive After School Program Lead Agency at Global Family Elementary School for the period of July 1, 2011 through June 30, 2012, in an amount not to exceed \$91,848.00, pursuant to the terms and conditions as specified in the MOU.

Recommendation Approval by the Board of Education of an Individual Service Agreement to the Master Memorandum of Understanding (MOU) between the District and Bay Area Community Resources for the latter to provide Arts, Recreation, Leadership and Family Literary activities in its capacity as a Comprehensive After School Program Lead Agency at Global Family Elementary 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 \$91,848.00.

Attachments

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

Board Office Use: Legislative File Info.	
File ID Number	11-1993
Introduction Date	8-24-11
Enactment Number	11-1494
Enactment Date	8-24-11



OAKLAND UNIFIED SCHOOL DISTRICT

Community Schools, Thriving Students

INDIVIDUAL SERVICE AGREEMENT (ISA) 2011-2012

MASTER MOU INFORMATION

VENDOR NAME	Bay Area Community Resources		
VENDOR #	1001628	ENACTMENT #	
SITE / DEPT NAME	Global Family	SITE #	114
OUSD STAFF CONTACT - EMAILS ABOUT THIS CONTRACT SHOULD BE SENT TO: reyna.diaz@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)
A-Lead Agency Unit for Elementary	K-5	\$93,834.00	1	\$91,848.00
		\$		\$
		\$		\$
TOTAL AMOUNT				\$91,848.00

IF FEE DOES NOT EQUAL RATE PER UNIT MULTIPLIED BY DESIRED UNITS, EXPLAIN REASON FOR ALTERED RATE:

1d.School opting to fund School Security Officer, reducing above costs to provide safe and secure after school environment.

BUDGET INFORMATION

REQUISITION NUMBER	R0200549	START DATE	07/01/2011	END DATE	06/30/2012
RESOURCE #	RESOURCE NAME	ORG KEY	AMOUNT		
6010	ASES	1141553401	\$91,848.00		
			\$		
			\$		

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	MARTIN WEINSTEIN	TITLE	CEO
SIGNATURE			DATE	7/1/11
OUSD SITE ADMINISTRATOR	NAME	REYNA DIAZ	TITLE	PRINCIPAL
SIGNATURE			DATE	6/16/2011

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		DATE	7-18-11
SIGNATURE		DATE	
NETWORK OR DEPARTMENT EXECUTIVE OFFICER			
SIGNATURE		DATE	7-28-11
PRESIDENT AND THE SECRETARY OF THE BOARD OF EDUCATION			
SIGNATURE		DATE	8/25/11
SIGNATURE		DATE	8/25/11



CERTIFICATE OF LIABILITY INSURANCE

OP ID: SG

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 Farallone Pacific Insurance Services, License # 0F84441 859 Diablo Avenue Novato, CA 94947 Peter Schmale	416-493-2500 415-493-2505	CONTACT NAME: Sindy Graham, ext 131 PHONE (A/C, No, Ext): 415-493-2500 E-MAIL ADDRESS: sgraham@fp-ins.com PRODUCER CUSTOMER ID #: BAYAR-3	FAX (A/C, No): 415-493-2505
INSURED Bay Area Community Resources, Inc. 171 Carlos Drive San Rafael, CA 94903-2005	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Philadelphia Indemnity Ins Co.		32760
	INSURER B: Sparta Insurance Company		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBROGATION (INSR, WVD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Abuse Sublimit 1,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	X	PHPK740321	07/01/11	07/01/12	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		PHPK740321	07/01/11	07/01/12	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000		PHUB350578	07/01/11	07/01/12	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) if yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	006WK0124400	07/01/11	07/01/12	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability		PHPK740321	07/01/11	07/01/12	Each 1,000,000 Aggregate 2,000,000

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

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

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POLICY NUMBER: * PHPK740321
Bay Area Community Resources, Inc.

COMMERCIAL GENERAL LIABILITY

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.

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: GLOBAL FAMILY Lead Agency Partner: Bay Area Community Resources

Strategic Questions & Desired Outcomes	Activities: What after school program activities will support the desired outcomes?	Metrics: How will the program measure its efforts to support the desired outcomes?
<p>High School Graduation: How many more Oakland children are graduating from high school?</p>	<p>Leadership Class – Our leadership class will be focusing on goal-setting (short and long term). We will include activities that foster positive character building. Skills will include event planning, public speaking, teamwork, etc. Guest speakers (middle school students, high school students and graduated adults) will speak about the skills that are necessary to succeed.</p> <p>Our Science class has been very successful in the 10-11 school year. We plan to continue with a project-based learning approach. This type of learning has increased student's interest in school and overall learning.</p>	<p>At least 75% of participants will show increased leadership skills, self-confidence, team work skills, and improved relationships as evidence in participation in the Leadership class. This increase in leadership skills will also help increase student's overall attitude toward school.</p> <p>At least 75% of families will report that their student's attitude towards school has improved.</p>
<p>School Day Attendance: How many more Oakland children are attending school 95% or more?</p>	<p>Weekly monitoring of school day attendance data for all after school participants, parent communication regarding regular absences, and mentoring to students regarding the importance of coming to school daily.</p>	<p>100% of students who are achieving regular school day attendance at a rate of 95% or better will be publicly recognized in the after school program monthly.</p> <p>90% of students who are falling behind the 95% threshold for school day attendance will receive additional mentoring support</p>

		from after school program staff regarding the importance of regular school day attendance.
Job Skills/Career readiness: How many more students have meaningful internships and/or paying jobs?		
Health Services: How many more Oakland children have access to, and use, the health services they need?	<p>Our Lead agency's main priorities for the 11-12 school year are to strengthen the character building activities, and wellness components of our program (nutrition and physical fitness). Making wellness and character building our main focuses will provide higher quality services to meet students' physical and mental health.</p> <p>The Global Family After School Program is specifically committed to the fitness component of our wellness strategy. We plan to continue to develop a strong fitness class that includes both the nutrition based activities that we've been doing and new exercise activities as well.</p>	75% of students who participate regularly in the after school program will report that their knowledge of nutrition, healthy eating habits, and healthy exercise habits has improved.

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

The After School Lead Agency, Bay Area Community Resources, will provide daily, comprehensive after school services during the 2011-12 school year at Global Family. 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: Our project-based learning approach and our leadership class will help increase students' interest in school. Our leadership class will specifically motivate students to succeed in high school graduation by hearing

success stories from students and adults who have succeeded academically. 75% of participants will show an increase in leadership skills and 75% of families will report that student's overall attitude toward school has increased.

Increase School Day Attendance: After School Program staff will work closely and collaboratively with school day staff and faculty to monitor and support school day attendance. We publically acknowledge and reward those participants who are attending school regularly and intervene with those who are not.

Job Skills/Career readiness:

Access to Health Services: After school staff will be attending additional trainings and professional development opportunities throughout the school year that will prepare us to take our character building and wellness activities to a higher level of quality. We currently provide these opportunities in the after school program but will be collaborating closely with OUSD and other agencies for coaching in order to increase the intentionality of our activities. We believe that 75% of students who participate regularly in these activities will report that their knowledge of nutrition, healthy eating habits, and healthy exercise habits has improved. In addition a deeper understanding of wellness will lead to future positive results in our students overall retention and success. We are so committed to this goal that we have in fact acquired an additional grant from the Bechtel foundation in order to invest in these goals. School site and Lead Agency look forward to possible results.

AFTE							
ELEMEN							
Site Name:	Global Family	%[1]	ASES	OFCY	Other School Site Funds	Other Lead Agency Funds	
Site #:	114		Resource 6010, Program 1505				
Average # of students to be served daily (ADA):	83		OUSD Lead Agency	Grantee: [2]	OUSD	Lead Agency	
TOTAL GRANT AWARD			\$112,500	\$57,960			
CENTRAL COSTS: INDIRECT, ADMIN, EVAL, PD, CUSTODIAL, SUPPLIES							
	OUSD Indirect (4.25%)[3]		\$4,586				
	OUSD ASPO admin, evaluation, and training/technical assistance costs[4]		\$7,060				
	Custodial Staffing[5]		\$3,701				
	Custodial Supplies[6]		\$504				
	TOTAL SITE ALLOCATION[7]	[8]	\$96,648				
CERTIFICATED PERSONNEL							
1120	Academic Liaison REQUIRED [10]		\$4,000			\$0	
1120	Certificated Teacher Extended Contracts[11]		\$0			\$0	
	[12]					\$0	
	Total certificated[13]		\$4,000			\$0	
CLASSIFIED PERSONNEL							
2205	Site Coordinator (\$44,000 salary, only 10 months from ASES)[14]		\$0	\$35,068	\$7,332	\$0	\$1,600
2220	SSO [15]		\$0			\$0	
	Program Manager 10% of \$63,000[16]		\$0		\$6,300		
	Total classified[17]		\$0	\$35,068	\$13,632	\$0	\$1,600
BENEFITS							
3000's	Employee Benefits for Additional Time (20% of total salaries paid as extended contracts or overtime) [18]		\$800				
3000's	Employee Benefits for Salaried Employees (40%) [19]						
3000's	Lead Agency benefits (rate: 25 %)[20]			\$8,767	\$3,408		\$400
	Total benefits[21]		\$800	\$8,767	\$3,408	\$0	\$400
BOOKS AND SUPPLIES							
4310	Supplies (OUSD only)[22]		\$0		\$4,103	\$0	\$900
4310	Curriculum (OUSD only)[23]		\$0			\$0	\$0
5829	Field Trips[24]		\$0			\$0	\$0
4420	Equipment (OUSD only)[25]		\$0			\$0	\$0
	Communication				\$1,350		
	Transportation				\$100		
	Total books and supplies[26]		\$0	\$0	\$5,553	\$0	\$900
CONTRACTED SERVICES							
5825	Program Assistant \$15/hr x 25hrs/wk x 38wks = \$14,250 + 25% fringe = \$17,813		\$0	\$14,821	\$2,992		
5825	Youth Leader \$12/hr x 22hr/wk x 37wks = \$9768 + \$25% fringe = \$12210		\$0	\$12,210			

AFTE ELEMEN							
Site Name:	Global Family	%	ASES	OFCY	Other School Site Funds	Other Lead Agency Funds	
Site #:	114		Resource 6010, Program 1555				
Average # of students to be served daily (ADA):	83		OUUSD	Lead Agency	Grantee: [2]	OUUSD	Lead Agency
TOTAL GRANT AWARD			\$112,500	\$57,960			
5825	Youth Leader \$12/hr x 22hr/wk x 37wks = \$9768 + \$25% fringe = \$12210			\$12,210			
	Youth Leader \$12/hr x 10hr/wk x 37wks = \$4440 + \$25% fringe = \$5550			\$5,550			
5825	Americorps (1 full time member)[27]			\$0	\$13,000	\$13,000	
5825	Cantare Con Vivo (1.5hrs/wk x 36wks)[28]				\$6,000		
5825	ALICE (2hrs/wk x 35wks = \$7000)[28]			\$0	\$7,000		
5825	[28]			\$0			
5825	[28]						
5825				\$0			
5825	[28]						
5825	[28]						
	Total services[29]		\$0	\$44,791	\$28,992	\$0	\$13,000
IN-KIND DIRECT SERVICES							
	[28]				\$0	\$0	
	[28]				\$0		
	[28]						
	[28]						
	[28]						
	Total value of in-kind direct services				\$0	\$0	
LEAD AGENCY ADMINISTRATIVE COSTS							
	Lead Agency admin (4% max of total contracted \$) [30]			\$3,222	\$6,375	\$0	
SUBTOTALS							
	Subtotals DIRECT SERVICE[31]		\$6,999	\$88,626	\$51,585	\$0	\$15,900
	Subtotals Admin/Indirect[33]		\$13,653	\$3,222	\$6,375		\$0
TOTALS							
	Total budgeted per column[34]		\$20,652	\$91,848	\$57,960	\$0	\$15,900
	Total BUDGETED[35]		\$112,500		\$57,960	\$0	\$15,900
	BALANCE remaining to allocate[37]		\$0		\$0		
	TOTAL GRANT AWARD/ALLOCATION TO SITE [38]		\$112,500		\$57,960[39]		
ASES MATCH							
	ASES requires a 3:1 match for every grant award dollar awarded.						
	Total Match amount required for this grant:		37,500				

AFTE ELEMEN							
Site Name:	Global Family	%	ASES	OFCY	Other School Site Funds	Other Lead Agency Funds	
Site #:	114		Relative M250 Program, 15-1				
Average # of students to be served daily (ADA):	83		OUSD Lead Agency	Grantee: [2]	OUSD	Lead Agency	
TOTAL GRANT AWARD			\$112,500	\$57,960			
Facilities count toward 25% of this match requirement:			9,375				
Remaining match amount required:			28,125				
Match should be met by combined OFCY funds, other site funds, private dollars, and in-kind resources. This total equals:			57,960				
Total Match amount left to meet:			-29,835				

Required Signatures for Budget Approval:

Principal:	<i>Regina Diaz</i>
Lead Agency:	<i>Ana Moya</i>

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

SECTION 1: School Site Information

School Site: Global Family	Date: 3/7/11
Principal Signature: <i>Reynaldo</i>	Lead Agency Signature: <i>Ana</i>
After School Coordinator Name (if known at this time): Ana Martinez	

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 vision of the Golden Eagles after school program is that it continues to provide enrichment and academic support aligned with the school day goals. We continue working with school day teachers to streamline the curriculum and teaching strategies as well as placing an emphasis on literacy, writing, leadership development and college readiness.

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

1. Literacy focus (skill building using ticket to read).
2. Leadership development (fourth and fifth grades)
3. High School preparation and College readiness (activities that lead students in writing and discussing their life objectives and exposure to college graduates, and exploring their obstacles to reach their goals).
4. To make sure the after school program continues to be safe, while learning, and becoming empowered.

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.)

The BACR philosophy about after school programs extends far beyond keeping children safe. We believe in providing a nurturing and enjoyable environment where students can improve their academic and life skills. We believe in integrating the principles and practices of youth development into all activities. Just as important, we see the schools, students, and parents as our customers, and we believe it is our responsibility to understand and meet their needs.

This approach to after school programs is consistent with the BACR mission of serving youth and families, fostering volunteerism, and building community. As a large diverse community agency, BACR has the organizational capacity and infrastructure to maintain high quality while expanding our services.

SECTION 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 2011-2012:	180 days required*
Projected Daily Attendance during School Year 2011-2012:	83

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 Population	Academic Support (choose one)	SPSA goal(s) or school need supported by activity	Measurable Outcomes	Description of program	Instructional Strategies
1	All after school participants	<input type="checkbox"/> Homework Support <input type="checkbox"/> Tutoring <input type="checkbox"/> Skill Building <input checked="" type="checkbox"/> Academic Intervntn <input type="checkbox"/> Other	Accelerated Academic Achievement and college readiness: Target 1: 58% of students overall and in each subgroup scores proficient or above in math Target 2: 57% of students overall and in each subgroup score proficient or above in ELA	After school staff will meet quarterly with AL to go over benchmark scores and progress of students participating in ticket to read. Ticket to read also includes printable assessments that can be used to monitor growth.	All students will receive Academic intervention through ticket to read curriculum during academic hour.	Structured guided practice.
2	All after school participants	<input checked="" type="checkbox"/> Homework Support <input type="checkbox"/> Tutoring <input type="checkbox"/> Skill Building <input type="checkbox"/> Academic Intervntn <input type="checkbox"/> Other	Accelerated Academic Achievement and college readiness: Target 1: 58% of students overall and in each subgroup scores proficient or above in math Target 2: 57% of students overall and in each subgroup score proficient or above in ELA	Students will understand their homework and the majority of program participants will complete their homework on a daily basis. Homework reports will also be provided by the after school staff to communicate student progress to teachers and parents.	After School staff will assist students in completing their homework.	Structured guided practice.

SECTION 6: ENRICHMENT & PHYSICAL ACTIVITY / RECREATION

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

Type of Enrichment	Rationale	SPSA goal(s) or school need supported by activity	Brief Description	Targeted Skills	Measurable Outcome
Physical Activity/ Fitness	<input checked="" type="checkbox"/> Student Identified <input checked="" type="checkbox"/> School Identified <input type="checkbox"/> Parent Identified <input type="checkbox"/> Other (specify)	District 5-year goal: 6. All schools are healthy, clean, and safe	All grades will learn basic fitness information around exercise and healthy living. Students will develop organized sports skills team building, and sportsmanship. Sports and fitness includes intramural sports and conditioning.	<input checked="" type="checkbox"/> Conflict Resolution <input checked="" type="checkbox"/> Social Skills <input checked="" type="checkbox"/> Leadership <input type="checkbox"/> Academic (specify) <input checked="" type="checkbox"/> Health/Fitness <input type="checkbox"/> Other (specify)	All participants will indicate that they had an opportunity to practice in physical activity at least twice per week. All participants will indicate they learned and were able to practice at least two organized.
Gardening/ Nutrition	<input checked="" type="checkbox"/> Student Identified <input checked="" type="checkbox"/> School Identified <input type="checkbox"/> Parent Identified <input type="checkbox"/> Other (specify)	District 5-year goal: 6. All schools are healthy, clean, and safe	All grades will learn soil composition, food origins, sustainable living/eating, science, math and nutrition, insect life cycles and fertilization, appropriate use of garden tools, and basic garden upkeep. They will develop a sense of community, pride and appreciation for their work.	<input checked="" type="checkbox"/> Conflict Resolution <input checked="" type="checkbox"/> Social Skills <input type="checkbox"/> Leadership <input type="checkbox"/> Academic (specify) <input checked="" type="checkbox"/> Health/Fitness <input type="checkbox"/> Other (specify)	All participants will indicate that they had an opportunity to participate in garden class at least once per week. All fifth graders will present a science experiment by the end of the school year, inspired by the garden.
Team building	<input checked="" type="checkbox"/> Student Identified <input checked="" type="checkbox"/> School Identified <input type="checkbox"/> Parent Identified	District 5-year goal: 6. All schools are healthy, clean, and safe	All grades will participate in youth development	<input checked="" type="checkbox"/> Conflict Resolution <input checked="" type="checkbox"/> Social Skills <input checked="" type="checkbox"/> Leadership	All participants will indicate that they have learned to be

	<input type="checkbox"/> Other (specify)	Cultural Responsiveness, Emotional Security and clean, healthy, safe learning environment.	centered games and activities designed to improve self-esteem, develop conflict resolution skills, building healthy relationships with their peers.	<input type="checkbox"/> Academic (specify) <input type="checkbox"/> Health/Fitness <input type="checkbox"/> Other (specify)	respectful of their peers and of adults in the after school program.
Visual Art	<input checked="" type="checkbox"/> Student Identified <input checked="" type="checkbox"/> School Identified <input type="checkbox"/> Parent Identified <input type="checkbox"/> Other (specify)	District 5-year goal: 6. All schools are healthy, clean, and safe Cultural Responsiveness, Emotional Security and clean, healthy, safe learning environment.	All grades will participate in art-based activities that teach the fundamentals of arts and crafts including, but not limited to, painting, drawing, sculpting, and basic art skills as appropriate per grade.	<input checked="" type="checkbox"/> Conflict Resolution <input checked="" type="checkbox"/> Social Skills <input type="checkbox"/> Leadership <input type="checkbox"/> Academic (specify) <input type="checkbox"/> Health/Fitness <input type="checkbox"/> Other (specify)	All participants will indicate that they have had the opportunity to participate in visual arts activities at least once per week.
Performing Arts: ALICE cultural arts	<input checked="" type="checkbox"/> Student Identified <input checked="" type="checkbox"/> School Identified <input checked="" type="checkbox"/> Parent Identified <input type="checkbox"/> Other (specify)	District 5-year goal: 6. All schools are healthy, clean, and safe Cultural Responsiveness, Emotional Security and clean, healthy, safe learning environment,	Dance and drumming classes will be provided by ALICE arts. Students will gain knowledge and practical application of international dances and drumming.	<input type="checkbox"/> Conflict Resolution <input checked="" type="checkbox"/> Social Skills <input checked="" type="checkbox"/> Leadership <input type="checkbox"/> Academic (specify) <input checked="" type="checkbox"/> Health/Fitness <input type="checkbox"/> Other (specify)	All participants will indicate that they had an opportunity to practice in physical activity at least once per week. All participants will indicate they learned and were able to practice at least two organized.

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 Outcome	Alignment with school day family engagement / family literacy efforts or resources
Small Events/Open Houses	District 5-year goal: 6. All schools are healthy, clean, and safe Cultural Responsiveness, Emotional Security and clean, healthy, safe learning environment,	Parents/families will attend open houses and orientation nights in order to learn more about the structure, policies, procedures and general information about the after school program. This is also an opportunity for questions to be answered about the student's progress in their after school work.	At least 15 parents will attend every small event such as open houses and orientations. This will be measured through sign-in sheets.	<ul style="list-style-type: none"> ● Monthly meetings with principal, outreach coordinator and other stakeholders ● Monthly newsletter ● Parent surveys and feedback from school community
Workshops	District 5-year goal: 6. All schools are healthy, clean, and safe Cultural Responsiveness, Emotional Security and clean, healthy, safe learning environment,	Parents/families will participate in parenting, nutrition, and violence prevention workshops (using Second Step Curriculum). These workshops will help parents support their student's self-esteem, conflict-resolution and promote good communication and nutrition.	At least 5 parents will attend every workshop. This will be measured through sign-in sheets.	<ul style="list-style-type: none"> ● Monthly meetings with principal, outreach coordinator and other stakeholders ● Monthly newsletter ● Parent surveys and feedback from school community
Large Events/Showcases	District 5-year goal: 6. All schools are healthy, clean, and safe Cultural Responsiveness, Emotional Security and clean, healthy, safe learning environment,	Parents/families will attend showcases and celebrations where their students will perform and/or present what they have learned. Parents will understand more about what their student is learning in after school.	At least 30 parents will attend every large even/showcase. This will be measured through sign-in sheets.	<ul style="list-style-type: none"> ● Monthly meetings with principal, outreach coordinator and other stakeholders ● Monthly newsletter ● Parent surveys and feedback from school community

		Celebrations may also include a service/volunteer project for parents as well.		

2011-12 After School Enrollment Policy for GLOBAL FAMILY School

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

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

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

Target Population(s)	Specific Data to Inform Selection of Program Participants	(High School Only) Indicate if participation is <i>Optional</i> or <i>Mandatory</i> for each target population
Students in need of academic support and intervention to improve or sustain academic performance.	CST scores and end of year benchmarks. Referrals and recommendations made by teachers, counselors and other school staff.	
Students in need of being engaged in learning (including students who have already learned regular school day content and need additional academic enrichment).	CST scores and end of year benchmarks. Referrals and recommendations made by teachers, counselors and other school staff.	
Students with siblings already enrolled in after school program based on above priorities.	Referrals and recommendations made by teachers and other school staff. Parents will also provide this information.	
Students in need of social-emotional support.	Referrals and recommendations made by teachers and other school staff.	
English Language Learners	CST scores and end of year benchmarks. Referrals and recommendations made by teachers, counselors and other school staff.	

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
May 2 – 20, 2011	AL and other school staff provide most recent test scores and other referral/recommendation information.	AL, and other school staff.
May 23 – June 10, 2011	Coordinator and after school staff pre-register students (75% of total enrollment goal). Pre-registration information sessions will be held and applications will be given out to students and families.	Coordinator and After School Program Staff
August, 2011	After School program will begin on first day of school 2010 at a minimum of 75% of total enrollment goal.	Coordinator and After School Program Staff
August, 2011	After School program staff will continue to register students during the first week of school 2011 in order to reach 100% enrollment.	Coordinator and After School Program Staff

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: Reyna Diaz

Lead Agency Signature: Ara Mogy

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 initials	Lead Agency initials	2011 - 12 Assurances for Grant Compliance and After School Alignment with School Day
RD	Hm	Site Administrator and Lead Agency Director/Site Coordinator have reviewed the CA Dept of Education's ASES and/or 21 st Century Grant Assurances, and understand mandated grant compliance elements.
RD	AM	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.
RD	Am	Site Administrator will meet regularly with Site Coordinator to ensure program is meeting identified goals.
RD	am	Site will share student outcome data to better refine program (EduSoft, Report Cards, IEP's, etc).
RD	Am	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.
RD	Am	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.
RD	Am	Site will invite Site Coordinator to participate on SSC, COST, and SST to ensure coordination of services.
RD	am	Site will coordinate the use of facilities and site level resources.
RD	Am	Site will provide Site Coordinator with office space that includes access to internet and phone.

Principal Signature: _____

Reyna Diaz

Lead Agency Signature: _____

Am...

GLOBAL FAMILY After School Program 2011-2012

TIME	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
1:30-2:15			Ticket to Read Team Building	Art	
2:15-3:00			Cantare Ticket to Read	Homework	
3:00-3:30	Snack & Team Building	Snack & Team Building	Snack & Team Building	Snack & Team Building	Snack & Team Building
3:30-4:30	Academics: Ticket to Read and Homework ALICE: (Taiko Drumming or Latin Dance)	Academics: Ticket to Read and Homework	Cantare Ticket to Read Gardening & Nutrition	Leadership Girls/Boys Groups Academics: Ticket to Read and Homework	Physical Fitness Gardening & Nutrition Latin Dance Team Building
4:30-5:30	Art ALICE: (Taiko Drumming or Latin Dance) Academics: Ticket to Read and Homework	Physical Fitness Art	Gardening & Nutrition Physical Fitness	Art Academics: Ticket to Read and Homework	Physical Fitness Art Team Building
5:30-6:00	Academic Games and Check Out	Academic Games and Check Out	Academic Games and Check Out	Academic Games and Check Out	Academic Games and Check Out



Bay Area Community Resources After School Programs

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

We have two management roles at 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

Program Runs Effectively

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

Benefits from Participating

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

Parents

Program Runs Effectively

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

Benefits from Child Participating

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

ADVANTAGES FOR PARTNER SCHOOLS

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

BACR AS A FISCAL SPONSOR

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

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

CONTACT US

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

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

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

Visit our website: www.bacr.org



OAKLAND UNIFIED SCHOOL DISTRICT

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File #: 11-1235 **Version:** 1
 Name: Master Memorandum of Understanding - Bay Area Community Resources - 2011-2012 School Year
Type: Agreement or Contract
 Status: Passed
File created: 6/13/2011
 In control: [Teaching and Learning Committee](#)
On agenda:
 Final action: 6/22/2011
Enactment date: 6/22/2011
 Enactment #: 11-1137

Title: Approval by the Board of Education of a Master Memorandum of Understanding (MOU) between District and Bay Area Community Resources, San Rafael, 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 \$2,988,618.00, pursuant to the terms and conditions as specified in the MOU.

Attachments: [Document\(s\)](#)

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

Vendor number: i001628

Funding source:

Coherent gov. no.: OE-11

Resource code:

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

2 records		Group	Export				
Date	Ver.	Action By	Action	Result	Action Details	Meeting Details	Video
6/22/2011	1	Board of Education	Adopted	Pass	Action details	Meeting details	Not available
6/13/2011	1	Teaching and Learning Committee			Not available	Meeting details	Not available



CERTIFICATE OF LIABILITY INSURANCE

OP ID SG
BAZAR-3DATE (MM/DD/YYYY)
07/01/10

PRODUCER
Farallone Pacific Insurance
Services, LLC 0784441
859 Diablo Avenue
Novato CA 94947
Phone: 415-493-2500 Fax: 415-493-2505

INSURED
Bay Area Community Resources
Cate Campbell
171 Carlos Drive
San Rafael CA 94903-2005

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A	Philadelphia Indemnity Ins Co	32760
INSURER B	State Compensation Ins Fund	
INSURER C		
INSURER D		
INSURER E		

COVERAGES

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 EACH POLICY. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ACQ/L INSD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Abuse Sublimit \$1 GEN. AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PROJ. <input type="checkbox"/> LOC.	PHPK591549	07/01/10	07/01/11	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - CONSUMP AGO \$ 2,000,000
A		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRE/AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	PHPK591549	07/01/10	07/01/11	COMBINED SINGLE LIMIT (Per accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per seat/row) \$ PROPERTY DAMAGE (Per seat/row) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY EA ACC \$ AGG \$
A		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY EA ACC \$ AGG \$
A		EXCESS / UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10000	PHUB313321	07/01/10	07/01/11	EACH OCCURRENCE \$5,000,000 AGGREGATE \$ \$ \$
B		WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPERTY PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in 100) If yes, describe under SPECIAL PROVISIONS below <input type="checkbox"/> Y/N	469000316006	07/01/10	07/01/11	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E1. EACH ACCIDENT \$1,000,000 E2. DISEASE - SA EMPLOYEE \$ 1,000,000 E3. DISEASE - POLICY LIMIT \$ 1,000,000
		OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 *10 day notice of cancellation for non payment of premium to insured

CERTIFICATE HOLDER

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, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30* DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Amir Gahan

ACORD 25 (2009/01)

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IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

POLICY NUMBER: *PHPK591549

COMMERCIAL GENERAL LIABILITY

Bay Area Community Resources

EFFECTIVE: * July 1, 2010 - 2011

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

*City of Oakland,
Its Councilmembers, Directors, Officers, Agents and Employees*

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

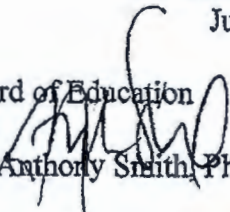
1. WHO IS INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule but only with respect to liability arising out of:
 - a. Their financial control of you; or
 - b. Premises they own, maintain or control while you lease or occupy these premises.
2. This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

Board Office Use: Legislative File Info.	
File ID Number	11-1235
Introduction Date	6/13/11
Enactment Number	11-1137
Enactment Date	6-22-11/2



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.



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

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: Legislative File Info. ...	
File ID Number	11-1236
Introduction Date	6/13/11
Enactment Number	11-1137
Enactment Date	6-22-11 <i>Y2</i>



**OAKLAND UNIFIED
SCHOOL DISTRICT**

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 July 1, 2011 to June 30, 2012 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 vest in 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 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 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 materials 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 and performance and distribution of the matters, for any purpose and in any medium. These matters include, but are not limited to, drawings, plans, specifications, studies, reports, memoranda, computation sheets, contents of computer diskettes, artwork, copy, posters, billboards, photographs, videotapes, audio 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 in 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) or subcontractor(s) shall maintain the confidentiality of all information and documents received from OUSD. 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 written order. 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 to 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 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.
- 4.10 **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 ordinances and regulations, as they may apply.
- (b) **Standard of Care.** CONTRACTOR represents that CONTRACTOR has the qualifications, 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 prepared, and all other matters in accordance with generally accepted professional principles and standards of the profession.

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 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 preceding 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 "AVII" in Best Insurance Rating Guide, the following policies of insurance:

- a) **COMMERCIAL GENERAL LIABILITY** insurance which shall include contractual, products and completed operations, corporal punishment and sexual misconduct and harassment coverage, and bodily injury and property damage liability insurance with combined single limits of not less than \$1,000,000 per occurrence.
- b) **WORKERS COMPENSATION** insurance, as required by the California Labor Code, with not less than the statutory limits.
- c) **PROPERTY AND FIRE** insurance shall provide to protect: Real Property, against risk of direct loss, commonly known as Special Form and Fire Legal Liability, to protect against liability for portions of premises leased or rented; Business Personal Property, to protect on a Broad Form, named peril bases, for all furniture, equipment and supplies of CONTRACTOR. If any District property is leased, rented or borrowed, it shall also be insured the same as real property.

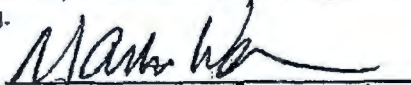
9.2 The above policies of insurance shall be written on forms acceptable to the Risk Manager of the Oakland Unified School District and endorsed to name the Oakland Unified School District, its officers, employees, volunteers or agents, as additional insured. Said Additional Insured endorsement shall be provided to the Oakland Unified School District prior to this Master MOU becoming valid. If at any time said policies of insurance lapse or become canceled, this agreement shall become void. The acceptance by OUSD of the above-required insurance does not serve to limit the liability or responsibility of the insurer or CONTRACTOR to OUSD.

ADDITIONAL ADDENDUM(S) ATTACHED

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

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

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



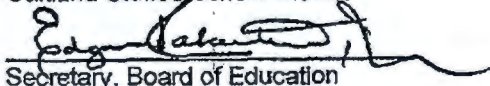
 CONTRACTOR

Date: 5/10/11



 President, Board of Education
 Oakland Unified School District

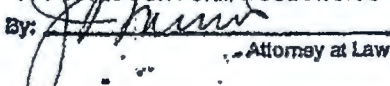
Date: 6/23/11



 Secretary, Board of Education
 Oakland Unified School District

Date: 6/23/11

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

By: 

 Attorney at Law

File ID Number: 11-1235
 Introduction Date: 6-13-11
 Enactment Number: 11-7137
 Enactment Date: 6-22-11
 Rv: NS