Board Office Use: Le	gislative File Info.
File ID Number	13-0939
Introduction Date	5-27-13
Enactment Number	13-0835
Enactment Date	5-22-13 4



Community Schools, Thriving Students

Me	mo
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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 (To be completed by Procurement)	5-22-13
Subject	Individual Service Agreement Amendment - 1 Bay Area Community Resc San Rafael CA (Contractor, City/State) - Bret Harte Middle School (site/department)
Action Requested	Approval by the Governing Board of the amendment to the Individual Service Agreement between the District and Bay Area Community Resources Services to be primarily provided to Bret Harte Middle School for the period of 07/01/2012 through 08/31/2013, in an amount not to exceed \$29,726.00
Background A one paragraph explanation of why an amendment is 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 27, 2012 (Enactment number 12-1652). For Summer Programs, Bay Area Community Resources will be providing extended learning opportunities in Science, Technology, Engineering and Mathematics (STEM) and Enrichment activities for the afternoon portion of the summer program. The original contract period will be extended for the summer program. Funding for this project is supported by private grant dollars through the National Summer Learning Association, 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 to the Individual Service Agreement to the Master Memorandum of Understanding (MMOU) between the District and Bay Area Community Resources, San Rafael, CA, for the latter to provide their Menu Option P - Summer Programming Services for afternoon STEM/Enrichment activities to extend the morning summer program into a full day program at Bret Harte Middle School for the period of July 1, 2012 through August 31, 2013, in the amount of \$29,726.00, increasing the agreement from \$106,459.00, to an not to exceed amount of \$136,185.00. All terms and conditions of the MMOU 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 Bret Harte Middle School for the period of 07/01/2012 through 08/31/2013, in an amount not to exceed \$ 29,726.00
Fiscal Impact	Funding resource name (please spell out)not to exceed \$ 29,726.00
Attachments	Individual Service Agreement Amendment

Copy of original Individual Service Agreement

Board Office Use: Legi	slative File Info.
File ID Number	13-09.39
Introduction Date	5-22-13
Enactment Number	13-0835
Enactment Date	5-22-136



Community Schools, Thriving Students

INDIVIDUAL SERVICE AGREEMENT (ISA) AMENDMENT NO. ____1___

AGREEMENT TO PURCHASE ADDITIONAL SERVICES UNDER A MASTER MEMORANDUM OF UNDERSTANDING

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C	ONTRAC	TOR under t	ne terms and condition	ons of	the Master MOL	J attach	ed and incorpora	ted he	rewith, sul	oject to th	is ISA
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K		Requisiti	on Number: R03	18335							



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/29/12

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

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

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

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.

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NSR LTR	TYPE OF INSURANCE	ADDL	SUBR WOO POLICY NUMBER	POLICY EFF	POLICY EXP	LIMIT	8	
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	CLAIMS-MADE X OCCUR					MED EXP (Any one person)	\$	20,000
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	ALL OWNED AUTOS	1 1				BODILY INJURY (Per accident)	\$	
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	OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N'A		4		E.L. DISEASE - EA EMPLOYEE	\$	1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	\$	1,000,000
A	Professional		PHPK886325	07/01/12	07/01/13	Each		1,000,000
	Liability					Aggregate		2,000,000

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

ttached endorsement

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

Biney Galen

Lead Agency Unit of Service for Elementary/Middle Schools

After School Services include:

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

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

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

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

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

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

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

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

Lead Agency Option B: Cost for Middle School Lead Agency package: \$127,213 Lead Agency Unit of Service for High Schools

Description of Services:

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

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

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

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

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

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

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

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

Lead agency unit of service includes programmatic and operational costs.

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

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

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

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

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

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

Other Specialized Services

Option E: Youth Leadership and Career Exploration

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

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

Option F: Specialized CAHSEE preparation

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

Cost: \$5,720

Option G: Specialized Title 1 Services

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

Cost: \$12,000

Option H: Parent workshops

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

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

Option I: Farmers Market Services

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

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

Option J: Physical Fitness

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

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

Option K: Visual or Performing Arts

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

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

Option L: Health & Nutrition

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

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

BACR Mental Health Services

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

Cost: \$9,000 per year

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

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

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

BACR Summer Programming

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

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

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

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

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

Cost: \$17,400

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

services to promote conflict resolution and positive program climate.

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

Cost: \$21,750

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

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

Search Results

Current Search Terms: Bay* Area* community* resources*

Your search for "Bay* Area* Community* Resources*" returned the following results...

Entity BAY AREA COMMUNITY RESOURCES, INC.

DUNS: 102947132

Has Active Exclusion?: No

CAGE Code: 3VGW8

DoDAAC:

Status: **Active**View Details

SAM | System for Award Management 1.0

Note to all Users: This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.



Board Office Use: Le	gislative File Info.
File ID Number	12-2083
Introduction Date	8/1/12
Enactment Number	12-2152
Enactment Date	8-1-12 4



Community Schools, Thriving Students

Memo

To

Board of Educatio

From

Tony Smith, PAD Superintendent

By. Waria Santos, Deputy Superintendent, Instruction, Leadership &

Equity-in-Action

Vernon Hal, Deputy Superintendent, Business & Operations

Board Meeting Date

(To be completed by Procurement)

August 15, 2012

Subject

Individual Service Agreement - Master Memorandum of Understanding - Bay Area

Community Resources (contractor) - 206/Bret Harte Middle School

(site/department)

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 206/Bret Harte Middle School.

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

The attached Individual Service Agreement is the contracting of services at the negotiated price, stated in the referenced Master MOU, approved by the Board of Education on June 27, 2012 (Enactment number 12-1652).

Discussion
One paragraph
summary of the
scope of work.

Approval by the Board of Education of an Individual Service Agreement to the Master Memorandum of Understanding (MOU) between the District and Bay Area Community Resources, San Rafael, CA, for the latter to provide their Menu Option B-Lead Agency Unit for Arts, Recreation, Leadership and Family Literary activities in its capacity as a Comprehensive After School Program Lead Agency at Bret Harte Middle School for the period of July 1, 2012 through August 31, 2013, in an amount not to exceed \$106,459.00, pursuant to the terms and conditions as specified in the MOU.

Recommendation

Approval by the Board of Education of an Individual Service Agreement to the Master Memorandum of Understanding (MOU) between the District and Bay Area Community Resources for the latter to provide Arts, Recreation, Leadership and Family Literary activities in its capacity as a Comprehensive After School Program Lead Agency at 206/Bret Harte Middle School for the period of July 1, 2012 through August 31, 2013.

Fiscal Impact

Funding resource name (please spell out) 6010/After School Education and Safety (ASES) Grant in an amount not to exceed \$106,459.00.

Attachments

- Memorandum of Understanding
- Certificate of Insurance
- Scope of Work
- Statement of qualifications

Board Office Use: Leg	gislative File Info.
File ID Number	12-2083
Introduction Date	8112
Enactment Number	12-2152
Enactment Date	8-1-12 4



Community Schools, Thriving Students

MASTER MOU INFORMATION	actment Date	INDIVIDUAL	SERVICE	AGRE	EME	NT (ISA)	2012-2013
Vendor Name	MASTER MOLLINE		OLIVICE	AUIL	LIVIL	(10)	
VENDOR # I001628			tv Resources				
SITE / DEPT NAME OUSD STAFF CONTACT - EMAILS ABOUT THIS CONTRACT SHOULD BE SENT TO: torn.hughes@ousd.k12.ca.us ORDER MENU OF SERVICES (EXHIBIT A OF MASTER MOU) - SELECT DESIRED SERVICE SERVICE AND UNIT OF SERVICES (SEE EMBIET A OF MASTER MOU) - SELECT DESIRED SERVICE SERVICE AND UNIT OF SERVICES (SEE EMBIET A OF MASTER MOU) - SELECT DESIRED SERVICE SERVICE AND UNIT OF SERVICES (SEE EMBIET A OF MASTER MOU) - SELECT DESIRED SERVICE SERVICE AND UNIT OF SERVICES (SEE EMBIET A OF MASTER MOU) - SELECT DESIRED SERVICE SERVICE AND UNIT OF SERVICES (SEE EMBIET A OF MASTER MOU) - SELECT DESIRED SERVICE SERVICE AND UNIT OF SERVICES (SEE EMBIET A OF MASTER MOU) - SELECT DESIRED SERVICE SERVICE AND UNIT OF SERVICES (SEE EMBIET A OF MASTER MOU) - SELECT DESIRED SERVICES BLEAD A SERVICE OF MIDDING SERVICES (SEE EMBIET OF SERVICES) B-Lead Agency Cost for Middle School 6-8 \$127,213					FNA	CTMENT#	12-1652
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TOTAL AMOUNT \$ 106,459 IF FEE DOES NOT EQUAL RATE PER UNIT MULTIPLED BY DESIRED UNITS, EXPLAIN REASON FOR ALTERED RATE: 1a. School opting to utilize own teachers to provide academic services, 1d. School opting to fund School Safety Officer, and 1e. School opting to fund academic liaison. All reducing above costs. BUDGET INFORMATION REQUISITION NUMBER R0300656 START DATE 07/01/2012 END DATE 08/31/2013 RESOURCE # RESOURCE NAME ORG KEY AMOUNT 6010 ASES 2061553401 \$106,459 \$ This Individual Services Agreement is a contract for services. Its execution by an authorized OUSD agent, commits OUSD to pay for services provided by this VENDOR under the terms and conditions of the Master MOU referenced and incorporated herewith. VENDOR NAME IMARTIN WINSTEIN TITLE CEO OUSD SITE ADMINISTRATOR NAME TOM HUGHES TITLE PRINCIPAL 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 maneged by: □State and Federal □ Quality Community School Development After School Programs SIGNATURE DATE SIGNATURE DATE DATE DATE THE SCHOOL AGENCY OF ICER SIGNATURE DATE PRESIDENT AND THE SECRETARY OF THE BOARD OF EDUCATION SIGNATURE DATE	B-Lead Agency C	ost for Middle School	6-8	\$127	,213	1	
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OUSD After School Programs funded by After School Education and Safety (ASES) and 21st Century Community Learning (Grants

ASES and 21st CCLC After School Program Plan Elementary & Middle Schools 2012 - 2013

SECTION 1: School Site Information

Sahaal Sita:	Date:
School Site: Bret Harte Middle School	5-79-12.
Principal Signature	Lead Agency Signature:
After School Site Coordinator Name (if k	known at this time): Not known at this time
SECTION 2: After School Alignment of Mark the following Strategic Priority areas of strategy. Balanced Literacy and Literacy Acrossitions, Technology, Engineering, Transitions and Pathways Pre-K to College, Career and Workforce X Accelerating Students through Targonian Time School Culture (including Meaningform Health and Wellness Interrupting Chronic Absence (Attempting Capacity and Leadership Family and Student Engagement Strategic Operational Practices	and Mathematics (STEM) 12 geted Approaches ful Student Engagement)

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

After school participants will engage in intentional and meaningful opportunities by participating, on a cademic, enrichment, and physical fitness program.

 After school participants will feel physically and emotionally safe as a result of participating in the after therefore, their connection with the school day will be notable through increased school day attendance

 As a result of participating in homework support centers, academic enrichment (STEM activities), and intervention (teacher led), on regular basis, we will show an improvement in students overall Math and scores as well as the CST.

Strategic Questions/Desired Outcomes As a result of our ASP efforts	Strategic Activities: What after school strategic activities will support the desired outcomes?	Outcomes of Strategic Activities: What short-term outcomes will you expect from your efforts by the end of the school year?	Dat the act Wh coll the
High School Graduation: How many more Oakland children are graduating from high school?	The ASP program supports HS Graduation by helping monitor academic success, helping students reflect on their behavior and plan for the future. We do this through: Offering interest based and standards based enrichment activities that we offer on a daily basis. Tracking Academic Success by working with teachers on a targeted Academic Plan and programming for youth	 Increased alignment with CA state standards Increased alignment with school day Increased support efforts to improve youth's academic achievements The majority of youth will understand, complete and turn in all homework Coordinator will regularly attend SST meetings for specific students who need to work on daily goal setting and overall 	•

	 who are identified through data. Close communication with teachers on tracking homework completion. 	behavior change.	
Satisfactory School Day Attendance: How many more Oakland children are attending school 95% or more?	Our program will promote increased attendance by: Providing incentives and celebrations to students with good attendance Intervene when a student is showing a pattern of poor attendance during after school time. For example, we will have a policy in place that after 1 consecutive absence we will call parents to notify them of the absence. In addition, we will communicate closely with the school day in these cases, specifically to compare with school day attendance and inform them of chronic absences in the ASP. Through parent meetings will talk about our attendance policy. We will work closely with families that need additional support around this.		

Job Skills/Career readiness: How many more students have meaningful internships and/or paying jobs?	 Our program will provide these opportunities through: A college day or career day opportunity for the youth will be planned. We will engage in a planning phase of potentially offering internship opportunities to our middle school aged students. Community mapping activities will also help students explore their surroundings to prepare for their future and think about what resources already surround them. 	 Our ASP culture and activities will reflect a college and career readiness approach. Students will be able to tie their new skills into college and career pathways. Students will focus on general goal setting, visioning and working collaboratively to solve problems and conflicts. 	• SO
Health and Well-being: How many more Oakland children have access to, and use, the health services they need?	Activities such as cooking/nutrition, sports, garden and mindful martial arts will provide our program a strong health/wellness focus.	 Health and Wellness opportunities for all program participants through a variety of classes. 	

☐ Traditional After School: voluntary program open to all students, with enrollment priorities targeting certa ☐ Extended School Day: additional class periods added to the bell schedule during after school hours for s particular grade and/or all students of the school

X Blended/Hybrid: combination of some extended day and some traditional after school programming

Description and Rationale for Selection of Lead Agency

Describe how the selected Lead Agency partner will support the school's plans for Full Service Community School is managing program, site is considered to be the Lead Agency. In this case, describe how the Site Coordinator will support school plans for FSCS development.)

ASES and 2'

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

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

SECTION 5: ATTENDANCE, PROGRAM DATES, AND PROGRAM SCHEDULE

In order to remain in compliance and meet minimum funding requirements, the after school program must con upon the conclusion of the regular day and operate at least until 6pm on every regular school day for elements 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 2012-2013: 180 days r

Projected Daily Attendance during School Year 2012-2013:

Program Schedule

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

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

SECTION 6: Academics

Your site should plan to offer a range of academic supports including:

1) Targeted Interventions 2) Skill-Building 3) Homework Support 4) Tutoring

Other possible supports may include computer lab, library exploration, project-based learning, coordination wi

Academic activities should be aligned with school goals and support specific student achievement needs defin Activities should be based on sound instructional strategies aligned with the regular school day program.

	Target Population	Academic Support (choose one)	CSSSP goal(s) or school need supported by activity	Measurable Outcomes	Description of program/activity
1	All Program Participants	X Homework Support X Tutoring Skill Building Academic Intervntn Other	The after school program will focus on all area subjects, specifically English and Math	Program participants will understand and 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.
2	All Program Participants	☐ Homework Support ☐ Tutoring X Skill Building ☐ Academic Intervntn ☐ Other	STEM subject matters	Student progress will be tracked through assessment scores obtained from the Academic Liaison.	Program Participants will engage in STEM activities. The ASP staff will be trained in TechBridge and Fantasy Baseball curriculum to guide their instruction.
3	FB/BB Participants	☐ Homework Support ☐ Tutoring ☐ Skill Building X Academic Intervntn ☐ Other	Students are placed in intervention courses based upon their CST scores, grades, teacher recommendations, SST referrals, etc	50% of participating students will achieve proficiency in CST and benchmark. (Math and English) 2013.	Certified Teachers will engage students in targeted academic intervention at least twice a week.

SECTION 7: ENRICHMENT & PHYSICAL ACTIVITY / RECREATION

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

Type of Enrichment	Rationale	CSSSP goal(s) or school need supported by activity	Brief Description	Targeted Skills
Physical Fitness	X Student Identified X School Identified Parent Identified Other (specify)	Health and wellness.	All participants will learn basic information around exercise and healthy living. Students will develop organized sports skills—team building, sportsmanship, working collectively, and the importance of proper nutrition to sustainable output.	☐ College/Career Readiness X Social Skills/Conflict Res. X Leadership ☐ Academic (specify) X Health/Fitness ☐ Other (specify)
Gardening/ Nutrition	☐ Student Identified X School Identified X Parent Identified ☐ Other (specify)	Promote community building and development. Health and Wellness	Using the garden to design programming to reach out to parents and families through cooking courses and fruit/vegetable giveaways All participants will learn soil composition, food origins, sustainable living/eating, science, math and nutrition, insect life cycles and fertilization, appropriate use of	☐ College/Career Readiness X Social Skills/Conflict Res. X Leadership X Academic (specify) X Health/Fitness ☐ Other (specify)

			garden tools, and basic garden upkeep. They will develop a sense of community, pride and appreciation for their work.	
Cooking	X Student Identified X School Identified Parent Identified Other (specify)	Health and wellness	All grades will use basic cooking tools, learn about healthy and sustainable eating, and better understand the nutritional facts and food origins. They will also have the opportunity to prepare healthy meals.	☐ College/Career Readiness X Social Skills/Conflict Res. X Leadership X Academic (specify) X Health/Fitness ☐ Other (specify)
Hip Hop Dance	X Student Identified X School Identified Parent Identified Other (specify)	Health and wellness. Meaningful student engagement.	Students will learn a specific type of dance. Students will put together routines and perform for various audiences	☐ College/Career Readiness X Social Skills/Conflict Res. X Leadership ☐ Academic (specify) X Health/Fitness ☐ Other (specify)
Art	X Student Identified X School Identified Parent Identified Other (specify)	Visual Arts Meaningful student engagement.	Students will learn the different forms of art. They will do projects to go along with the different themes in the month. Art will help Students creatively express themselves through visual arts enhancing the school curriculum.	☐ College/Career Readiness X Social Skills/Conflict Res. X Leadership ☐ Academic (specify) ☐ Health/Fitness ☐ Other (specify)

Martial Arts	X Student Identified X School Identified Parent Identified Other (specify)	Health and wellness, Meaningful student engagement.		☐ College/Career Readiness X Social Skills/Conflict Res. X Leadership ☐ Academic (specify) X Health/Fitness ☐ Other (specify)
Bike Club	X Student Identified X School Identified X Parent Identified ☐ Other (specify)	Health and wellness.		☐ College/Career Readiness X Social Skills/Conflict Res. X Leadership ☐ Academic (specify) X Health/Fitness ☐ Other (specify)
Student Leadership	X Student Identified School Identified Parent Identified Other (specify)	Meaningful student engagement.	Students engage in leadership development designed to improve self-esteem esteem, increase self-confidence, inspire social responsibility. Activities can include: conflict resolution, healthy communication, and identifying community leaders that embody similar values and reflect their community.	☐ College/Career Readiness X Social Skills/Conflict Res. X Leadership ☐ Academic (specify) ☐ Health/Fitness ☐ Other (specify)
Seasonal Sports Basketball Football	X Student Identified X School Identified Parent Identified Other (specify)	Health and wellness.	Sports: All grades will learn basic information around exercise and healthy living. Students will develop organized sports skills—team building, sportsmanship, working collectively,	☐ College/Career Readiness X Social Skills/Conflict Res. X Leadership ☐ Academic (specify) X Health/Fitness ☐ Other (specify)

			and the importance of proper nutrition to sustainable output. Sports/fitness includes intramural sports and conditioning.	
Boys and Girls Leadership Group	X Student Identified X School Identified ☐ Parent Identified ☐ Other (specify)	Meaningful student engagement.	This activity will promote team work and develop youth to be positive leaders who respect their community, themselves and others.	X College/Career Readiness X Social Skills/Conflict Res. X Leadership Academic (specify) X Health/Fitness Other (specify)

SECTION 8: FAMILY ENGAGEMENT / FAMILY LITERACY

After school provides an excellent context to foster parent involvement, connect families to the larger school of share important information related to the after school and regular school day programs. After school family expound be aligned with school day efforts, and support school goals for family involvement. A variety of activitincluding: parent workshops, family celebrations, parent-and-child-together activities, parent leadership and vopportunities.

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

Type of Activity	CSSSP goal(s) or school need supported by activity	Brief Description	Measurable Outcome	Alignm family literacy
Program Orientation	Parent involvement/engagement	Orientation prior to the beginning of the ASP program, explaining rules/regulations, disseminate schedules	Have at least 50% of parents/families attend. For those that do not attend reach out via phone or a one-on-one meeting.	Get sup administ to incre efforts.

Winter/Spring Showcase	Excelling students may prove and display mastery via portfolio and project completion.	Students show off their knowledge of courses by performances and talent shows. This is a great way to recognize their work and contributions.	Have at least 75% of families attend.	Teach admin at sho and st
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SECTION 9: Chronic Absence Action Plan

Improving school day attendance for all students and reducing chronic absenteeism is one of the key **CUSD** district goal is that all students will attend school at least 95% of the required school days or more, thereby a attendance. Students who attend school 90% or less of required days are considered chronically absent. Statendance falls in the "grey zone" between 90% - 95% are considered at risk of chronic absenteeism.

In partnership with the school day, after school programs can play an important role in supporting student things like celebrating good attendance, informing parents about the importance of attendance, uncovering we students/families are facing that cause them to miss school, regularly monitoring student attendance data, collect them know their child was missed at school, etc., in addition to providing meaningful after school learning keep students engaged and coming.

Below are several key strategies that after school programs can implement in partnership with the school day positive attendance, and support students and families who are struggling with attendance. Select at least to strategies below, and identify specific action steps that your program will implement for each strategy.

Strategies to Support Attendance	Action Steps
 a) Recruit and address the needs of students who are at risk of chronic absenteeism. 	Review attendance data and work with tea- obtaining referrals and recommendations.
b) Inform parents about the importance of attendance and encourage parents to help each other get their students to class.	Inform parents during orientation of attendadistribute registration form that outlines impattendance, notify parents when students a absent, and place students with excessive contract.
c) Track students with poor program attendance and reach out to find out why and how attendance could be improved.	Monitor attendance (work w/ attendance closed chronically absent students from school day attendance with afterschool). Talk with students about the importance of
d) Celebrate good attendance and/or offer meaningful	Celebrate consistent attendance. Pizza par

incentives to attract and reward students for attending our program.	to recognize consistent attendance. ASP staff will publically acknowledge good certificates and recognition during special e informally, on a daily basis acknowledge state.
SECTION 10: Coordination with Other Service Provider In the Full Service Community School model, the school be providers come together, work together, and coordinate the The after school Site Coordinator or Director will actively participate in which of the following school group(s), in order to increase alignment between after school and school day efforts?	comes a hub of services where various to ir efforts to meet the holistic needs of sturn (Coordination of Services X SST (Student Study Team) X SSC (School Site Council) ELT (Educational Leadership Team) X PTA X Attendance Team/Workgroup CSSSP (Community School Strategic team X School Culture/Climate Committee Other (specify)
List key community partners whom you will actively collaborate with to accomplish the goals of your program.	Destiny Arts, Cycles of Change, OPR, (Mo Better Foods, Oakland Food Conne Bridge
Identify other service providers and support personnel at your school (i.e. school psychologist, School Based Health Center staff, counselor, mental health therapist, school nurse, parent liaison, etc.) whom you will actively collaborate with to accomplish the goals of your program.	Teachers, Administration, School Nurse Staff, School Based Mental Health Tear Attendance Clerk, School Nurse,

2012-13 After School Enrollment Policy for Bret Harte Middle School

OUSD has established district-wide guidelines for Target Population and Enrollment in ASES and 21st Century Programs. Within these guidelines, each school will create a site-specific After School Enrollment Policy that 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 s

Target Population(s)	Specific Data to Inform Selection of Program Participants	(High School Indicate if participation Mandatory for each t
Students in need of academic support and Intervention	CST scores and end of year benchmarks. Referrals and recommendations made by teachers, counselors and other school staff.	
Students from socio-economically disadvantaged families/backgrounds	Application, school referrals, and knowledge of family history.	
English Language Learners	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. Application, parent requests, and referrals and recommendations made by teachers, counselors and other school staff.	
Transitional Youth	Referrals and recommendations made by teachers, counselors and other school staff. and knowledge of family history.	

Student 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 who are Chronically Absent	Through attendance records, receive reports from attendance clerk.	

Grade levels prioritized for programming: 6th - 8th

Note: The ASES and 21st CCLC grants require that programs are open to all students of the school, if space is done to targeted students. (For example, if program slots remain open after you have reached out to fill slc populations identified above, then by law, you must accept a kindergarten family that desires program service prioritizes students in grades 1-5.)

Additional Notes:

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

Enrollment Process and Timeline: (Summarize your enrollment timeline below. Describe how your school students beginning in Spring 2012. Indicate how families will be notified of 2012-13 enrollments before the la 16, 2012.)

Timeline	After School Enrollment Steps/Process	Individual(s) responsit		
June	Distribute Registration Forms to ASP parents, teachers, and post in school office	Program Manager		
	Outreach to parents, teachers, community re: open enrollment and target population	Program Manager		
	Publicize in PTA Newsletter, School Newsletter, ASP Newsletter	Program Manager and		
	Program Manager and Program Coordinator will request referrals and recommendations from AL	Program Manager and Coordinator		

and teachers.	
Request a roster of current program participants	Program Manager and
Pre-Register Students (75% of total enrollment goal).	Program Coordinator
Send acceptance letters home	Program Coordinator
Before school starts the ASP will have a parent orientation to go over policies, rules and structure and/or any comments/concerns and /or suggestions	Site Coordinator and Pr Assistant
ASP will begin on first day of school 2012 at a minimum of 75% of total enrollment goal and ASP will continue to register students during the first week of school 2012 in order to reach 100% enrollment.	
Publicize at teacher meetgs, PDs, SSC meetings, COST meetings.	Site Coordinator and Pr Assistant
	Request a roster of current program participants Pre-Register Students (75% of total enrollment goal). Send acceptance letters home Before school starts the ASP will have a parent orientation to go over policies, rules and structure and/or any comments/concerns and /or suggestions ASP will begin on first day of school 2012 at a minimum of 75% of total enrollment goal and ASP will continue to register students during the first week of school 2012 in order to reach 100% enrollment. Publicize at teacher meetgs, PDs, SSC meetings,

Important dates to include in your timeline:

April – June: Spring enrollment for 2012-13 programs. Schools that are receiving students from Salso outreach to these new families in the Spring, so that they also have a fair chance to particil School program at their new school.

Families will be notified of 2012-13 after school enrollment before the last day of school, June 15, 2012

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

August – September: New school year enrollment of families for remaining program slots.
Remaining program slots will be filled by September 30, 2012.

All programs must maintain waith sts after program slots are filled.

Principal Signature:

Lead Agency Signature:

2012-13 Assurances for Grant Compliance and After School Alignment with Sch

Principal and Lead Agency representative (i.e. Program Director and/or Site Coordinator) will review and discibelow, and initial next to each item to signify agreement. Attached separately are the following documents referred to the following documents and Assurances signed by OUSD Superintendent, 2) After School MOU template, and 3) Academic Liaison

Principal initials	Lead Agency initials	2012 – 13 Assurances for Grant Compliance and After School Alignn
TRI	an	Site Administrator and Lead Agency Director/Site Coordinator have reviewed Education's ASES and/or 21 st Century Grant Assurances, and understand compliance elements.
TRA		Site Administrator and Lead Agency Director have reviewed the Lead Ager together, and agree to the requirements outlined in the MOU for the lead ag
TRAI	W. C.	Site Administrator will meet regularly with Site Coordinator to ensure progragoals.
TRH	SIL	Site will share student outcome data to better refine program (Attendance of Cards, IEP's, etc).
Tall	2M	Site Administrator and lead agency rep/site coordinator have reviewed the description. Site will identify a certificated, qualified individual to serve as t Liaison and to fulfill all responsibilities outlined in the role description.
tel	Re	Site will invite Site Coordinator and appropriate after school staff to particip meetings and professional development opportunities, in order to ensure confidence of teaching and learning and positive school climate.
TRAL	10	Site will invite Site Coordinator to participate on SSC, COST, SST, and CS coordination of services.
TRY	PW.	Site will coordinate the use of facilities and site level resources in support of
TRH	The	Site will provide Site Coordinator with office space that includes access to

Principal Signature:

Lead Agency Signature:

After School Safety and Emergency Planning for 2012-13

After School Safety and Emergency Planning A) Will the site have an Emergency Plan that incorporates the After School Program? X Yes No
If no, explain after school plans to ensure student and staff safety should an incident of violence or o occur on or near the school campus during after school hours:
B) Describe the training that site will provide after school staff on safety procedures, including lockdocommunication protocols for crisis response.
After School Coordinator will attend professional development retreat at the beginning of 12-13 schowill receive information regarding emergency drills and procedures. They will then hold their own states trainings to share this information. In addition, staff will participate in at least to practice emergency school day emergency drills to familiarize themselves with the schools' crisis response.
C) Principal and Site Coordinator have reviewed the OUSD After School Emergency/Crisis 1st Level Notification Protocol. X Yes No
Facility Keys
Will the After School Program have access to facility keys for all areas where after school programm X Yes No If no, indicate how the school campus will be secured if crisis should occur during after school hours
necessary:
SSO Staffing: (check one)
Site has a school day SSO who can accommodate after school related work as part of their regul
X Site will pay Extended time/Over time (ET/OT) to accommodate an after school SSO. Site does not need an SSO or does not have the resources to have an after school SSO.
Site does not need an 350 of does not have the resources to have an arter conserves.
Principal Signature: Lead Agency Signature:

ARY & MIDDLE SCHOOLS 03 2012						
Dret Harte	Ti di	ASES	OFCY	Program Fees (if applicable)		Other Leed Agency Funds
206	Resource 6010					
of students to be served daily (ADA):	% OUSD	Lead Agency	Combba	Land Agentaly		Louid Agency
TOTAL GRANT AWARD	\$15	0,000	\$86,528	\$0	\$0	\$0
COSTS: INDIRECT, ADMIN, EVAL, PD.						
OUSD Indirect (4.25%)	\$6,115	********				
QUSD ASPO admin, evaluation, and						
training/technical assistance costs	\$9,413	******				
Custodial Staffing	\$4,935					***************************************
Custodial Supplies	\$672	*************	*************	**********	**********	•••••
TOTAL SITE ALLOCATION	\$12	8,864				
JED PERSONNEL						
Academic Liaison REQUIRED	\$4,000				\$0	
X \$23.16/hr X 4 days/wk X 1.5 hrs/day X 33 weeks =					\$0	
\$4,586 each = \$9,171)	\$9,171				\$0	
		*******	*******	*******	\$0	
	642.474				\$0	
Total certificated	\$13,171	·	*****	*************	Φυ	******
D PERSONNEL	-	00	60		\$0	**
Site Coordinator (list here, if district employee)	\$0	\$0 *********	\$0 *********	***************************************	\$0	***************************************
SSO	\$5,500				\$0	
		***************************************	***************************************	************		000000000000000000000000000000000000000
	\$5,500	\$0	\$0		\$0	so
Total classified	\$5,500	\$0	\$0		\$0	30

Employee Benefits for Additional Time (20% of total	PD 704		11			
salaries paid as extended contracts or overtime)	\$3,734	***************************************				***********
Employee Benefits for Salaried Employees (40%)	***************************************	\$0			***************************************	
Lead Agency benefits (rate: 25 %) Total benefits	\$3,734	\$0	\$0		\$0	\$1
	\$0,70					
ND SUPPLIES Supplies (OUSD only, except for Summer					00	\$
Supplemental)	\$0	**********	\$4,926		\$0	
Curriculum (OUSD only)	\$0				\$0	
Trainings	\$0	WWW.	\$300		\$0	
Equipment (OUSD only)	\$0	80000000000000000000000000000000000000			\$0	3
Communications	_		\$1,200	-		
Total books and supplies	\$(\$0	\$6,426		so	\$
			40,420			
BACR Site Coordinator (\$43,000 salary + Fringe @ 25% = \$10,750) Total salary + fringe = \$53,750	\$0	\$40,913	\$12,837			
Youth Leaders (4 YL @ \$14/hr X 20 hrs/wk X 37 weeks = \$10,360 X 4 YL = \$41,440 fringe 25% - \$10,360) Total salary + fringe = \$51,760	\$(\$30,000	\$21,760)		
Additional Time for PD and Short Days			\$2,425			



2012-2013 Elementary/Middle School After School Program Budget

Program Assistant & Art Instructor (\$26,048 salary @ 10 month + fringe 25% = \$6,512) Total salary + fringe							
= \$32,560			\$25,000	\$7,560			_
BACR Program Manager (Professional Development, Training, Coaching, Staff Observations, general feedback for program quality): 13% of \$80,000; fringe @ 25% = \$7750. Total with fringe = \$9688			\$0	\$9,688			
				\$9,500			
Cycles of Change (total cost \$16,000, ASP contribution is \$7,000)			\$0	\$7,000			
Gerdening Contractor (TBD \$7 000)			\$6,250	\$750			
Cardening Constitutes (1999)				\$0	1		
			\$0	\$0			
		\$0	so	\$0			
				\$0			
Total services		\$0	\$102,163	\$71,520	\$0	\$0	\$
IRECT SERVICES							
				********* <u>-</u>		\$0	
						\$0	
			******** *	******** _			

Total value of in-kind direct services				**********	\$0	\$0	\$
CENCY ADMINISTRATIVE COSTS							
			\$4,296	\$8,582			
		\$25,337	\$102,163	\$77,946	\$0	\$0	5
		\$18,204	\$4,296	\$8,582	50		
Godecas Palimentaries							
Total budgeted per column		\$43,541	\$106,459	\$86,528	\$0	\$0	
	100	\$150	,000	\$86,528	\$0	\$0	\$0
		\$1	0	\$0			
TOTAL GRANT AWARD/ALLOCATION TO SITE		\$150	,000	\$86,528			
	BACR Program Manager (Professional Development, Training, Coaching, Staff Observations, general feedback for program quality): 13% of \$60,000; fringe @ 25% = \$7750. Total with fringe = \$9688 Destiny Arts (Dance and Martial Arts Cycles of Change (total cost \$16,000, ASP contribution is \$7,000) Gardening Contractor (TBD \$7,000) Total services RECT SERVICES Total value of in-kind direct services ENCY ADMINISTRATIVE COSTS Lead Agency admin (4% max of total contracted \$) ALS Subtotals DIRECT SERVICE Subtotals DIRECT SERVICE Subtotals DIRECT SERVICE BALANCE remaining to allocate	BACR Program Manager (Professional Development, Training, Coaching, Staff Observations, general feedback for program quality): 13% of \$80,000; fringe @ 25% = \$7750. Total with fringe = \$9688 Destiny Arts (Dence and Martial Arts Cycles of Change (total cost \$16,000, ASP contribution is \$7,000) Gardening Contractor (TBD \$7,000) Total services REG1 SERVIGES Total value of in-kind direct services ENCY ADMINISTRATIVE COSTS Lead Agency admin (4% max of total contracted \$) ALS Subtotals Admin/Indirect Total budgeted per column Total BUDGETED BALANCE remaining to allocate	BACR Program Manager (Professional Development, Training, Coaching, Staff Observations, general feedback for program quality): 13% of \$80,000; fringe @ 25% = \$7750. Total with fringe = \$9688 Destiny Arts (Dance and Martial Arts Cycles of Change (total cost \$16,000, ASP contribution is \$7,000) Gardening Contractor (TBD \$7,000) Total services REG1 SERVIGES Total value of in-kind direct services ENCY ADMINISTRATIVE COSTS Lead Agency admin (4% max of total contracted \$) ALS Subtotals DIRECT SERVICE \$25,337 Subtotals Adminishmirect Total budgeted per column Total BUDGETED BALANCE remaining to allocate \$300000000000000000000000000000000000	BACR Program Manager (Professional Development, Training, Coaching, Staff Observations, general feedback for program quality): 13% of \$80,000; fringe @ 25% = \$7750. Total with fringe = \$9688 \$0 Destiny Arts (Dance and Martial Arts Cycles of Change (total cost \$16,000, ASP contribution is \$7,000) \$0 Gardening Contractor (TBD \$7,000) \$6,250 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0	BACR Program Manager (Professional Development, Training, Coaching, Staff Observations, general feedback for program quality): 13% of \$80,000; fringe @ 25% = \$7750. Total with fringe = \$9668	### Program Manager (Professional Development, Training, Coaching, Staff Observations, general feedback for program quality): 13% of \$60,000; fringe @ 25% = \$7750. Total with fringe = \$9688	BACR Program Manager (Professional Development, Training, Coaching, Staff Observetions, general feedback for program quality: 13% of \$80,000; fringe 8 25% = \$750. Total with finge = \$9688

awarded.	
Total Match amount required for this grant:	50,000
Facilities count toward 25% of this match requirement:	12,500
Remaining match amount required:	37,500
Match should be met by combined OFCY funds, other funds, private dollars, and in-kind resources. This total equals:	
Total Match amount left to meet:	-49,028

5/29/12

Bret Harte After School Program 2012-2013

TIME	MONDAY	TUESDAY	TIME	WEDNESDAY	7	THURSDAY
			1:00 - 2:30	STEM Activities		
			2:30 - 3:00	Organized Recreation		
3:00- 4:15	Homework Clubs and STEM Activities	Homework Clubs and Small Group Academic Intervention	3:00- 4:15	Homework Clubs		Homework Clubs Small Group Acad Intervention
4:15 - 4:30	Snack & Community Building	Snack & Community Building	4:15 - 4:30	Snack & Community Building		Snack & Commu Building
4:30 - 5:45	Organized Sports, Art, Gardening, Martial Arts, Cycles of Change, Leadership class	Organized Sports, Art, Gardening, Cooking, Cycles of Change, Leadership class	4:30 - 5:45	Organized Sports, Art, Gardening, Hip Hop Dance, Cycles of Change, Leadership class		Organized Sports Gardening, Cook Cycles of Chan Leadership cla
5:45 - 6:00	Closing & Reflection	Closing & Reflection	5:30- 6:00	Closing & Reflection		Closing & Reflec

TIFF (Uncertified) decompressor and needed to see this picture.

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

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

ADVANTAGES FOR PARTNER SCHOOLS

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

BACR AS A FISCAL SPONSOR

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

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

CONTACT US

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

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

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

Visit our website: www.bacr.org

Board Office Use: L	egislative File Info.
File ID Number	12-1418
Introduction Date	6-27-12
Enactment Number	12-1652
Enactment Date	6/27/12



OAKLAND UNIFIED SCHOOL DISTRICT Office of the Board of Education June 27, 2012

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

Authorize the President and Secretary of the Board to enter into and execute a Memorandum of Understanding with Bay Area Community Resources, on behalf of the District to provide services to students. This establishes a one year relationship with Bay Area Community Resources, and a Not-To-Exceed amount of \$2,974,784.00. 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: \$2,974,784.00

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

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

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

FISCAL IMPACT

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



RECOMMENDATION

Approval of Master MOU between the Oakland Unified School District authorizing the President and Secretary of the Board to enter into and execute a Master Memorandum of Understanding and Individual Service Agreement(s) with Bay Area Community Resources in an amount Not-To-Exceed \$2,974,784.00.

ATTACHMENTS: Master MOU

Board Office Use: Le	gislative File Info.
File ID Number	12-1418
Introduction Date	6-27-12
Enactment Number	12-1652
Enactment Date	6/27/12



Community Schools, Thriving Students

MEMORANDUM OF UNDERSTANDING BETWEEN OAKLAND UNIFIED SCHOOL DISTRICT and Bay Area Community Resources 2012-2013

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 Bay Area Community Resources (hereinafter "CONTRACTOR"), to provide services to relationship with OUSD as described and stated in full in the Individual Service Agreement(s).

Cumulative Amount of ISA(s) NOT TO EXCEED \$ 2.974.784.00

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.

TERMS AND CONDITIONS 2.

- 2.1 Term of Agreement. The term of this agreement shall be July 1, 2012 to June 30, 2013 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.
- This Agreement and all amendments and supplements to it may be executed in 2.6 Counterparts. counterparts, and all counterparts together shall be construed as one document.
- Conflict of Interest. CONTRACTOR shall abide by and be subject to all applicable OUSD policies, 2.7 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 2010-11 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	510-434-2247

3.2 Notices to CONTRACTOR shall be addressed as indicated:

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

4. AREAS OF AUTHORITY

- 4.1 Oakland Unified School District. The Oakland Unified School District is responsible for fiduciary and programmatic oversight for the expenditure of funds contracted to CONTRACTOR by OUSD for fiscal year 2012-2013.
- 4.2 Independent Contractor. This is not an employment contract. CONTRACTOR, is an independent contractor or business entity, and will be responsible for operations and management of its employees to sufficiently carry out the agreed upon Scope of Work. CONTRACTOR understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of OUSD, and are not entitled to benefits of any kind or nature normally provided or entitled to employees of OUSD, including, but not limited to, State Unemployment Compensation or Worker's Compensation. CONTRACTOR shall assume full responsibility for payment of all Federal, State, and local taxes or contributions necessary to do business in the State of California, including unemployment insurance, social security and income taxes with respect to CONTRACTOR's employees. In the performance of the work herein contemplated, CONTRACTOR is an independent contractor, with the sole authority for controlling and directing the performance of the details of the work, OUSD being interested only in the results obtained.
- 4.3 Fiscal oversight and management. CONTRACTOR shall be responsible for providing oversight, fiscal management, payroll services and technical assistance to its agents, employees or subcontractors. CONTRACTOR may be required to facilitate and collaborate with other service providers as necessary.
- 4.4 **No Rights In Third Parties.** This agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
- 4.5 Ownership of Documents. All documents created by CONTRACTOR pursuant to this Agreement, including but not limited to reports, designs, schedules, and other materials prepared, or in the process of being prepared, for the services to be performed by CONTRACTOR, are and shall be at the time of creation and thereafter the property of the OUSD, with all intellectual property rights therein vested in the OUSD at the time of creation. The OUSD shall be entitled to access to and copies of these materials

Master MOU for 2012-2013

- during the progress of the work. Any such materials in the hands of CONTRACTOR or in the hands of any subcontractor upon completion or termination of the work shall be immediately delivered to the OUSD. If any materials are lost, damaged or destroyed before final delivery to the OUSD, CONTRACTOR shall replace them at its own expense and CONTRACTOR hereby assumes all risks of loss, damage or destruction of or to such materials. CONTRACTOR may retain a copy of all materials produced under this Agreement for its use in its general business activities.
- 4.6 Copyright/Trademark/Patent/Ownership. CONTRACTOR understands and agrees that all matters produced under this Agreement shall become the property of OUSD and cannot be used without OUSD's express written permission. OUSD shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark, and/or patent of said matter in the name of OUSD. CONTRACTOR consents to use of CONTRACTOR's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium. These matters include, without limitation, drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any other original works of authorship, or other documents prepared by CONTRACTOR or its Sub-CONTRACTORs in connection with the Services performed under this Agreement. All works shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in those works are the property of OUSD.
- 4.7 Confidentiality. The CONTRACTOR and all CONTRACTOR's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information and documents received. CONTRACTOR understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
- 4.8 Contractor Changes. CONTRACTOR may, at any time, by written order, make changes within the scope of work and services described in this Agreement. If such change(s) cause an increase or decrease in the budgeted cost of, or the time required for performance of the agreed upon work, CONTRACTOR shall so advise the OUSD immediately via the Contracts Administrator with a revised ISA. The revised ISA shall explain the circumstances giving rise to the unforeseen condition or contingency and shall set forth the proposed adjustment in compensation. Such notice shall be given the OUSD prior to the time that CONTRACTOR performs work or services related to the proposed adjustment in compensation. Any and all pertinent changes shall be expressed in a written supplement to this Agreement prior to implementation of such changes.
- 4.9 Removal of Staff. In the event that OUSD, in its sole discretion, at any time during the term of this MOU, desires the removal of any CONTRACTOR related persons, employee, representative or agent from OUSD school site and, or property, CONTRACTOR shall immediately upon receiving notice from OUSD of such desire, cause the removal of such person or persons.
- 4.10 CONTRACTOR Qualifications / Performance of Services.
 - (a) CONTRACTOR Qualifications. CONTRACTOR is specially trained, experienced, competent and fully licensed to provide the Services required by this Agreement in conformity with the laws and regulations of the State of California, the United States of America, and all local laws, ordinances and regulations, as they may apply.
 - (b) Standard of Care. CONTRACTOR represents that CONTRACTOR has the qualifications and ability to perform the Services in a professional manner, without the advice, control, or supervision of OUSD. CONTRACTOR's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts.
- 4.11 Employees or Subcontractors of CONTRACTOR. Consistent with invoicing requirements in Section 7, CONTRACTOR shall submit a list of employees or other persons who were working on the District's school sites for the period CONTRACTOR is invoicing. In the event that OUSD, in its sole discretion, at any time during the term of this Agreement, desires the removal of any CONTRACTOR related persons,

employee, representative or agent from the OUSD school site and, or property, CONTRACTOR shall immediately upon receiving notice from OUSD of such desire, cause the removal of such person or persons.

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

5. CONDUCT OF CONTRACTOR.

5.1 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:

The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals: Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, verifies that this vendor does not appear on the Excluded Parties List. (https://www.epls.gov/epls/search.do)

- 5.2 **Maintain background check.** CONTRACTOR certifies that all persons permitted to work on school sites or, may come in contact with children, have been cleared under California law and the Education Code.
- 5.3 Maintain clean, safe, and secure program environments for staff and students in conjunction with OUSD, and following OUSD guidelines. CONTRACTOR, as they view as necessary, will initiate and establish additional cleanliness, safety, and security policies and protocol sufficient to ensure staff, student and family member safety.
- 5.4 Comply with the Child Abuse and Neglect Reporting Act (CANRA) guidelines as Mandated Reporters to report suspicions of possible child abuse to the appropriate reporting agency as stated in California Penal Code § 11164 11174.
- 5.5 Mandatory participation in technical assistance, training, orientation, monthly meetings and other support and resource development activities provided by the OUSD and collaborative partners in conducting program planning, implementation, and evaluation as necessary. These may include required regular meetings with the school principal or other identified designee to ensure collaboration with the school vision. Participation in meetings facilitated by OUSD to address program success, areas of concern and for general troubleshooting are also required.
- 5.6 Ensure compliance with funding guideline requirements and follow OUSD policies and procedures. This includes compliance with District staffing requirements and policies including No Child Left Behind and other legislative mandates.
- 5.7 **Maintain five sets of essential collaborative relationships** to ensure partnerships towards effective program implementation:
 - a) Administration, faculty, and staff of OUSD
 - b) OUSD central administration departments
 - c) Parents/Guardians
 - d) Youth
 - e) Community organizations and public agencies

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 Oaklan	d Unified

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

School District.

- 8.1 CONTRACTOR shall indemnify, hold harmless and defend the Oakland Unified School District, its Governing Board, State Trustee, Superintendent and each of its officers, officials, employees, volunteers and agents (hereinafter in this Section 8 collectively referred to as "the District") from any loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by the District, CONTRACTOR or any other person and from any claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of performance of this agreement.
- 8.2 CONTRACTOR obligations under the preceding shall apply jointly and severally regardless of whether the District or any of its officers, officials, employees, volunteers or agents are actively or passively negligent, but shall not apply to any loss of liability, fines, penalties, forfeitures, costs or damages caused solely by the active negligence or by the willful misconduct of the District.
- 8.3 If CONTRACTOR should subcontract all or any portion of the work or activities to be performed under this agreement, CONTRACTOR shall require each subcontractor to indemnify, hold harmless and defend the District, its officers, officials, employees, volunteers or agents in accordance with the terms of the proceeding paragraph.

9. INSURANCE

- 9.1 Throughout the life of the MOU, CONTRACTOR shall pay for and maintain in full force and effect with an insurance company(s) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A/VII" in Best Insurance Rating Guide, the following policies of insurance:
 - a) COMMERCIAL GENERAL LIABILITY insurance which shall include contractual, products and completed operations, corporal punishment and sexual misconduct and harassment coverage,

- and bodily injury and property damage liability insurance with combined single limits of not less than \$1,000,000 per occurrence.
- b) WORKERS COMPENSATION insurance, as required by the California Labor Code, with not less than the statutory limits.
- c) PROPERTY AND FIRE insurance shall provide to protect: Real Property, against risk of direct loss, commonly known as Special Form and Fire Legal Liability, to protect against liability for portions of premises leased or rented; Business Personal Property, to protect on a Broad Form, named peril bases, for all furniture, equipment and supplies of CONTRACTOR. If any District property is leased, rented or borrowed, it shall also be insured the same as real property.
- 9.2 The above policies of insurance shall be written on forms acceptable to the Risk Manager of the Oakland Unified School District and endorsed to name the Oakland Unified School District, its officers, employees, volunteers or agents, as additional insured. Said Additional Insured endorsement shall be provided to the Oakland Unified School District prior to this Master MOU becoming valid. If at any time said policies of insurance lapse or become canceled, this agreement shall become void. The acceptance by OUSD of the above-required insurance does not serve to limit the liability or responsibility of the insurer or CONTRACTOR to OUSD.

ADDITIONAL ADDENDEM(S) ATTACHED (If this box is checked, additional terms and con	ditions apply.)
Yes No ASES PROGRAM GRANT (Elem 21st CCLC ASSET GRANT (High FIELDTRIPS ONLY	,
On behalf of our respective institutions or organizations, we Understanding. CONTRACTOR	hereby execute this Memorandum of Date:
President Board of Education	Date: 6/28/12
Secretary, Board of Education Oakland Unified School District	Date: <u>i/28/12</u>

Bay Area Community Resources Contract Amounts 2012-2013

rev.4.28.12

Alliance Academy	Prop 49	\$96,588.00
Alliance Academy	Walmart Summer	\$34,332.00
Alliance Academy	Measure G Lottery Unrest. Art & Music Block	\$43,000.00
Barack Obama	Prop 49	\$48,190.00
Bret Harte	Prop 49	\$106,459
Bret Harte	Walmart Summer	\$19,530
Bridges Academy	Prop 49	\$85,488.00
Bunche	21st Century-Core	\$99,416.00
Bunche	21st Century- Equitable Access	\$21,077
Bunche	21st Century- Family Literacy	\$16,862
Claremont Middle	Prop 49	\$124,064.00
Elmhurst Community Prep	Prop 49	119,984.00
Elmhurst Community Prep	SIG Funds	30,000.00
Emerson Elementary	Prop 49	\$91,848.00
Emerson Elementary	General Purpose	\$28,000.00
Esperanza Academy	Prop 49	\$85,488
Esperanza Academy	Lottery Unrest. Art & Music Block	\$12,000
Glenview Elementary	Prop 49	\$91,848.00
Global Family School	Prop 49	\$91,848.00
Grass Valley	21st Century-Core	\$89,667
Grass Valley	21st Century- Equitable Access	\$21,077
Grass Valley	21st Century- Family Literacy	\$16,862
Greenleaf Elementary	Prop 49	\$91,848.00
Hoover Elementary	Prop 49	\$91,848.00
Hoover Elementary	Title 1 & QEIA	\$10,500.00
Korematsu	Prop 49	\$85,488.00
Lafayette Elementary	Prop 49	\$91,848.00
Madison Middle	Prop 49	\$108,629.00
Markham Elementary	Prop 49	\$85,488.00
Marshall (transfer to Grass Valley)	Prop 49	\$91,848.00

Bay Area Community Resources Contract Amounts 2012-2013

Martin Luther King, Jr. Elementary	Prop 49	\$81,882.00
Martin Luther King, Jr. Elementary	Nutrition Services	\$3,267.00
Oakland Tech	21st Century-Core	\$159,038.00
Oakland Tech	21st Century- Equitable Access	\$21,077
Oakland Tech	21st Century- Family Literacy	\$16,862
Parker Elementary	Nutrition Services	\$4,284.00
Parker Elementary	Prop 49	\$91,848.00
PLACE @ Prescott	Prop 49	\$85,996.00
Rusdale	21st Century-Core	\$175,151.00
Rusdale	21st Century- Equitable Access	\$21,077
Rusdale	21st Century- Family Literacy	\$16,862
Sankofa Elementary	Prop 49	\$122,960
Street Academy	21st Century-Core	\$105,416
Street Academy	21st Century- Equitable Access	\$21,077
Street Academy	21st Century- Family Literacy	\$16,862
TOTAL		\$2,974,784.00



CERTIFICATE OF LIABILITY INSURANCE

OP ID: SG

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(les) 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 415-493-2505 415-493-2505			CONTACT Sindy Graham, ext 131 PHONE (AC. No. Ext. 415-493-2500 (AC. No.: 415-493-2505 E-MAIL ADDRESS: Sgraham@fp-ins.com PRODUCER CUSTOMERIDS: BAYAR-3					
		INSURER(S) AFFORDING COVERAGE						
	Area Community Res	ources,	INSURER A: Philadelphia Indemnity Ins Co.	32760				
inc.	Carlos Delve		INSURER B : Sparta Insurance Company					
	171 Carlos Drive San Rafael, CA 94903-2005	E	INSURER C:					
Out 10	widel, ON 04303-200	0	INSURER D:					
			INSURER E:					
			INCHES :					

COVERAGES

CERTIFICATE NUMBER:

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

NSR	TYPE OF INSURANCE	ADDL SL	POLICY NUMBER	POLICY EFF	POLICY EXP	LINIT	8	
	GENERAL UABILITY					EACH OCCURRENCE	3	1,000,000
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	CLAIMS-MADE X OCCUR		1.0.13			MED EXP (Any one person)	s	20,000
	X Abuse Sublimit	1 1	1			PERSONAL & ADV INJURY	\$	1,000,000
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	X POLICY PRO-						\$	
	AUTOMOBILE LIABILITY			-	0=m4H0	COMBINED SINGLE LIMIT (Ea accident)	3	1,000,000
A	ANY AUTO	1 1	PHPK740321	07/01/11	07/01/12	BODILY INJURY (Per person)	\$	
	ALL OWNED AUTOS	1				BODILY INJURY (Per accident)	8	
	X SCHEDULED AUTOS X HIRED AUTOS					PROPERTY DAMAGE (Per socident)	\$	
	X NON-OWNED AUTOS						8	
							\$	
	UMBRELLA LIAB X OCCUR					EACH OCCURRENCE	\$	5,000,000
	X EXCESS LIAB CLAIMS-MADE			07/01/11	07/01/12	AGGREGATE	3	
A	DEDUCTIBLE	1 1	PHUB350578	0//01/11	0/10/1/12		\$	
	X RETENTION \$ 10,000						5	
	WORKERS COMPENSATION					X WC STATU- OTH-		
В	AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE		006WK0124400	07/01/11	07/01/12	E L. EACH ACCIDENT	5	1,000,000
	OFFICERMEMBER EXCLUDED? (Mandatory in NH)		MEMBER EXCLUDED?			E L. DISEASE - EA EMPLOYEE	3	1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					EL. DISEASE - POLICY LIMIT	5	1,000,000
A	Professional		PHPK740321	07/01/11	07/01/12	Each		1,000,000
	Liability					Agg regate		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	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
1025 - 2nd Avenue Oakland, CA 94606	AUTHORIZED REPRESENTATIVE BINAS GRALAR

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POLICY NUMBER:

* PHPK740321

COMMERCIAL GENERAL LIABILITY

Bay Area Community Resources, Inc.

EFFECTIVE:

* July 1, 2011 - 2012

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED — CONTROLLING INTEREST

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization

Oakland Unified School District

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

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

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

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



Excluded Parties List System

Search Res Firm, Entity, or Volso: B as of 31-May

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Rev. 9/2011 v1

Date Received

Procurement

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