

Board Office Use: Legislative File Info.	
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Enactment Date	12/13/17 OR



OAKLAND UNIFIED SCHOOL DISTRICT

Community Schools, Thriving Students

Memo

To Board of Education

From Kyla Johnson, Superintendent

Board Meeting Date December 13, 2017
(To be completed by Procurement)

Subject Consultant Service Agreement - Blueprint Schools Network Inc. (contractor) - Middle School Network (site/department)

Action Requested Approval by the Board of Education of a Consultant Service Agreement between the District and Blueprint Schools Network, Inc. Services to be primarily provided to the following middle schools: Bret Harte MS, United for Success Academy, West Oakland MS, Frick Impact Academy, ROOTS International Academy, Montera MS, and Elmhurst Community Prep for the period of July 1, 2017 through December 31, 2017.

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

Blueprint works to improve life outcomes for students by providing the mathematical foundation and critical reasoning skills necessary for success in college and beyond, by increasing math achievement in middle school grades, they will increase the number of students passing Algebra 1 and higher level math courses.

Discussion
One paragraph summary of the scope of work.

Approval by the Board of Education of a Consultant Service Agreement between District and Blueprint Schools Network, Inc., Newton, MA, for the latter to implement the Math Fellows Program with 22 Blueprint math Fellows at select middle schools. They will implement a full-day, high dosage tutoring intervention program; provide local and national teams to support the preparations needed for the successful continuation of the Program for the period of July 1, 2017 through December 31, 2017, in an amount not to exceed \$88,300.00.

Recommendation Approval by the Board of Education of a Consultant Service Agreement between the District and Blueprint Schools Network, Inc. Services to be primarily provided to the following middle schools: Bret Harte MS, United for Success Academy, West Oakland MS, Frick Impact Academy, ROOTS International Academy, Montera MS, and Elmhurst Community Prep for the period of July 1, 2017 through December 31, 2017.

Fiscal Impact Funding resource name (please spell out): 0000/Discretionary Funds in an amount not to exceed \$88,300.00.

Attachments

- Consultant Service Agreement
- Attachment A, Scope of Services
- Attachment B, AmeriCorps Member Service Agreement
- Scope of Work



CONTRACT JUSTIFICATION FORM
This Form Shall Be Submitted to the Board Office
With *Every* Consent Agenda Contract.

Legislative File ID No. 17-2510

Department: Middle School Network

Vendor Name: Blueprint Schools Network, INC

Contract Term: Start Date: 07/01/2017 End Date: 12/31/2017

Annual Cost: \$ 88,300.00

Approved by: Mark Triplett

Is Vendor a local Oakland business? Yes No

Why was this Vendor selected?

Middle Schools have been using Blueprint Schools for 2 years and have integrated it into their curriculum to support students increase achievement in Math. They will increase the number of students passing Algebra 1 and higher level mathematics courses and closing the achievement gap across Oakland.

Summarize the services this Vendor will be providing.

Blueprint Schools Network will provide direct services by implementing a full day, high dosage tutoring intervention, the Blueprint Math Fellows Program at the following sites:
Bret Harte Middle School , United For Success Academy, West Oakland Middle School, Frick Impact Academy, ROOTS International Academy, Montera Middle School. and Elmhurst Community Prep

The program consists of providing Math Fellows that will work under the direction of OUSD site leaders. Blueprint will leverage their National math Fellows Director, Program Coordinator, and other members of the Blueprint Leadership Team to support the preparation needed for the successful launch of the program.

Was this contract competitively bid? Yes No

If No, answer the following:

1) How did you determine the price is competitive?

2) Please check the competitive bid exception relied upon:

- Educational Materials**
- Special Services** contracts for financial, economic, accounting, legal or administrative services
- CUPCCAA exception** (Uniform Public Construction Cost Accounting Act)
- Professional Service Agreements** of less than \$87,800 (increases a small amount on January 1 of each year)
- Construction related Professional Services** such as Architects, DSA Inspectors, Environmental Consultants and Construction Managers (require a "fair, competitive selection process)
- Energy** conservation and alternative energy supply (e.g., solar, energy conservation, co-generation and alternate energy supply sources)
- Emergency** contracts [requires Board resolution declaring an emergency]
- Technology** contracts
 - electronic data-processing systems, supporting software and/or services (including copiers/printers) over the \$87,800 bid limit, must be competitively advertised, but any one of the three lowest responsible bidders may be selected
 - contracts for computers, software, telecommunications equipment, microwave equipment, and other related electronic equipment and apparatus, including E-Rate solicitations, may be procured through an RFP process instead of a competitive, lowest price bid process
 - Western States Contracting Alliance Contracts (WSCA)
 - California Multiple Award Schedule Contracts (CMAS) [contracts are often used for the purchase of information technology and software]
- "Piggyback" Contracts** with other governmental entities
- Perishable Food**
- Sole Source**
- Change Order for Material and Supplies** if the cost agreed upon in writing does not exceed ten percent of the original contract price
- Other, please provide specific exception**

**CONSULTANT SERVICE AGREEMENT
BETWEEN
Oakland Unified School District
AND
Blueprint Schools Network AmeriCorps Program**

This agreement is entered into for the Program Year 2017-2018 (see Term below), between Oakland Unified School District (“the District”) and the Blueprint Schools Network (“Consultant”) for the planning for an AmeriCorps Math Fellows Program (“Program”). The Program will be implemented at the following sites within the organization:

1. Bret Harte Middle School
2. United for Success Academy
3. West Oakland Middle School
4. Frick Impact Academy
5. ROOTS International Academy
6. Montera Middle School
7. Elmhurst Community Prep

1. **TERM:**

- a. **Full-Time Members.** Full-time members will begin service for training no earlier than August 1, 2017 and have 12 months from their start date to complete the required 1700 hours of service..
- b. **Consultant.** The term of this agreement shall be July 1, 2017 to December 31, 2017.

2. **SCOPE OF SERVICES:** Consultant shall provide services described more fully in Scope of Services (“Attachment A”), incorporated herein, and made a part of this Agreement (“Scope of Services” or “Services”).

3. **PERFORMANCE:** Consultant agrees to perform the Services set forth herein in “Attachment A” in an objectively reasonable competent and professional manner as determined by the District. Consultant shall be and shall remain fully responsible for the quality and accuracy of Consultant’s work. Neither acceptance of such work by the District, nor payment therefore shall relieve Consultant of this responsibility.

4. **COMPENSATION:** The District shall compensate Consultant in the amount of \$88,300 for the work outlined in the Scope of Services, see Paragraph 2.

5. **CONTRACT COSTS AND EXPENSES TO BE PAID BY DISTRICT:** The list of the costs and expenses in paragraph 4 is the full amount that will be paid by the District under the terms of this agreement. Any costs or expenses not specifically listed in this section are the responsibility of Consultant.

6. **PAYMENT SCHEDULE:** Invoices will be sent monthly and payment will be made within 30 days of the receipt of invoice.
7. **SUB-CONTRACTING:** Consultant may not, without the approval of the District, subcontract any rights, responsibilities, or obligations under this Agreement. Any subcontract without the express written consent of the District shall render the Agreement void at the election of the District.
8. **PERSONNEL:** The Consultant has the authority to secure at its own expense, all necessary personnel required to perform the services under this Agreement.
9. **SUBCONTRACTS:** The Consultant may not subcontract any portion of the services hereunder without the District's prior written consent. If a subcontractor is agreed to, the Consultant agrees that it will contract with the subcontractor under a separate written agreement, which shall contain a specific provision that said subcontractor shall be bound by the applicable terms and conditions of this Agreement. The Consultant shall be solely responsible to pay any subcontractors it utilizes under this Agreement and the Consultant understands that the District shall have no liability whatsoever relating to such payment. The Consultant assures the District that the Consultant will be responsible for the acts or *omissions* of said subcontractor and agrees to be liable consistent with the terms of **Article 14** to the extent that any acts or omissions of the subcontractor relate to the performance of the services under this Agreement.
10. **RECORDS, ACCOUNTING, AND EVALUATIONS OF SERVICES:**
 - a. **Maintenance of Books and Records.** Consultant will maintain complete and accurate books and records in accordance with recognized accounting practices and standards; such books and records will include, but not be limited to, records reflecting billing, payments, hours worked, and payroll. Consultant understands that such records must be maintained for at least three (3) years after the termination or expiration of the Agreement. Upon receipt of written notice by the District, Consultant shall allow the District access, during ordinary business hours, to the books and records relating to the services hereunder as may be reasonably required to verify services provided under this Agreement. All records may be scanned and saved digitally, at the Consultant's option.
 - b. **Right of Audit.** During the term of this Agreement and for three (3) years after its termination or expiration, the District shall have the right to conduct an audit, at its expense, of the relevant books and records during ordinary business hours to inspect, audit, and copy the books and records. In the event that any audit reveals, whether during the term of this Agreement or during the three (3) years subsequent to its termination or expiration, a discrepancy in the amount billed to the District and the amount paid by the District, Consultant shall remit the excess amounts paid to the District within forty-five (45) days of notice of discrepancy. The District or its authorized representative will have the right to audit Consultant's performance under this Agreement.

- c. **Evaluations of Services Performed.** Consultant agrees to submit evaluations of the program or services performed under this Agreement to the District at the end of the term. The District will use the evaluations to determine the effectiveness of the program or services contracted for under the Agreement. The District will also use the evaluations to make planning and continuation of service decisions.

11. **CONFIDENTIALITY:**

- a. **District Information.** Consultant acknowledges that it shall now, and in the future may, have access to and contact with confidential information relating to ideas, strategies, plans, purposes, and/or agendas that the District may seek to advance. Any reports and information identified as confidential and given to or generated by Consultant hereunder, as well as the terms and conditions of this Agreement, shall also be considered confidential information. Both during the term of this Agreement and thereafter, Consultant agrees to hold such information in trust and confidence and to exercise diligence in protecting and safeguarding such information, as well as any other information protected from public disclosure by federal or state law or by the policies or procedures of the District. Consultant agrees it will not knowingly use, directly or indirectly, for its own benefit, or for the benefit of another, any of the confidential information, but instead will use such information only for the purposes contemplated hereunder. Further, Consultant agrees that it will not disclose any confidential information to any third party except as may be required in the course of performing services for the District hereunder or by law. In no event, shall Consultant be deemed a spokesman for the District in any manner for the purpose of disseminating any information hereunder.
- b. **Student Information.** Consultant acknowledges that it shall now, and in the future may, have access to and contact with confidential information of students. Both during the term of this Agreement and thereafter, Consultant agrees to hold such information, identified as confidential, in trust and confidence and to exercise diligence in protecting and safeguarding such information, as well as any other information protected from public disclosure by federal or state law or by the policies or procedures of the District. Consultant agrees it will not knowingly use, directly or indirectly, for its own benefit, or for the benefit of another, any of said confidential information, but instead will use said information only for the purposes contemplated hereunder. Further, Consultant agrees that it will not disclose any confidential information to any third party except as may be required in the course of performing services for the District hereunder or by law. Finally, Consultant agrees that any access to the confidential information of any student shall be in compliance with the Family Education Rights and Privacy Act ("FERPA").

The Parties agree to enter into a separate data sharing agreement regarding any specific data to be exchanged.

- c. **Student Education/Medical Records.** Consultant acknowledges that it shall now, and in the future may, have access to and contact with the education and/or medical records of students. Both during the term of this Agreement and thereafter, Consultant agrees to hold such information in trust and confidence and to exercise diligence in protecting and safeguarding such information, as well as any other information protected from public disclosure by federal or state law or by the policies or procedures of the District. Consultant agrees it will not knowingly use, directly or indirectly, for its own benefit, or for the benefit of another, any of said confidential information, but instead will use said information only for the purposes contemplated hereunder. Further, Consultant agrees that it will not disclose any confidential information to any third party except as may be required in the course of performing services for the District hereunder or by law. Finally, Consultant agrees that any access to the education records of any student shall be in compliance with FERPA and any access to the medical records of any student shall be in compliance with the Health Insurance Portability and Accountability Act of 1996.
- d. **Exceptions to Confidentiality Obligations.** Notwithstanding the foregoing, Consultant's obligations of confidentiality will not include information which:
1. At the time of disclosure was in the public domain;
 2. After such disclosure, immediately becomes generally available to the public other than through any act or omission of the Consultant or its Personnel; and
 3. Is required to be disclosed by a court of competent jurisdiction, provided that prior written notice of such disclosure is furnished to the District in a timely manner in order to afford the District the opportunity to seek a protective order against such disclosure and the disclosure is strictly limited to the information that the court requires.
- e. **Remedies for Disclosure.** Consultant understands and agrees that any unauthorized disclosure or use of any confidential information as provided under this article may result in the District seeking injunctive relief and/or indemnity. Consultant agrees to give prompt notice to the District of any unauthorized disclosure, use, or misappropriation of any confidential information and take all steps as requested by the District to limit, stop, or otherwise remedy the disclosure, use, or misappropriation of any confidential information. All steps taken by Consultant relating to remedy shall be at its sole expense.
- f. **Return of Confidential Information.** After expiration or termination of this Agreement, Consultant must return all confidential information given to or generated by Consultant hereunder within five (5) days of the District's written request. Consultant agrees that it will comply with the District's instructions regarding the return or disposition of its confidential information, including any copies or reproductions.

12. **INDEMNIFICATION**: Consultant agrees to indemnify and hold harmless the District and the District's officers, directors, servants, employees, and agents from and against any and all liabilities, losses, damages, costs, and expenses of any kind (including without limitation, reasonable legal fees and expenses) which may be suffered by, incurred by or threatened against the District or any officers, directors, servants, employees, or agents of the District on account of or resulting from injury, or claim of injury to person or property (including but not limited to consultant and/or its agents) arising out of the operation of the program operated by Consultant under this Agreement or arising out of this Agreement in any manner, including but not limited to the breach or failure to perform any term, covenant, condition or agreement herein provided to be performed by Consultant. This provision shall survive termination or expiration of the Agreement. This paragraph only applies to the extent that Consultant is negligent in the performance of its services.

13. **WARRANTY FOR SERVICES**: Consultant warrants and represents to the District that Consultant possesses the background, experience, expertise and qualifications to undertake and to carry out the Services. Consultant further warrants and represents that the Services will be performed in a professional, good, through and workmanlike manner, and consistent with reasonably accepted industry standards.

14. **REMEDIES FOR UNSATISFACTORY SERVICES**: In the event Consultant fails to provide the Services consistent with the warranties and representations set forth in this Agreement, the District at its option, may: (a) require Consultant to re-perform the unsatisfactory Services at no cost to the District; (b) refuse to pay Consultant for Services, unless and until Services are corrected and performed satisfactorily; (c) require Consultant to reimburse the District for all amounts paid for such unsatisfactory Services; and/or (d) proceed with, and assert, any and all remedies available at law. The foregoing options and remedies available to the District shall be deemed mutual and severable, and not exclusive.

15. **INSURANCE**: Consultant shall maintain occurrence-based insurance including comprehensive general liability in the amounts shown below. Such insurance shall be provided by insurance companies authorized to do business in the State of California.

The District shall be included as an additional insured on all required insurance policies, except Worker's Compensation and Employers' Liability, with respect to the liability arising out of the performance of Consultant's services under this Agreement. Consultant shall provide a certificate of insurance evidencing the coverage required below. This paragraph only applies to the extent that Consultant is negligent in the performance of its services.

Required Insurance Coverage:

Comprehensive General Liability:	\$1,000,000 per occurrence
Automotive Liability;	\$500,000 per occurrence
Worker's Compensation:	Statutory Limit
Employer's Liability:	\$500,000 (if applicable)

16. **TERMINATION:**

- a. **Termination without Cause.** The District may terminate this Agreement without cause by giving written notice of the intent to terminate. In the event that such written Notice of Intent to Terminate is provided, termination of this Agreement shall become effective thirty (30) days from the date set forth in the Notice of Intent to Terminate. The Consultant will cease work on said termination date and take all reasonable actions to minimize any expenses. Consultant will be compensated for those services provided through the date of termination and any approved related expenses within sixty (60) days of receipt of a properly submitted invoice.
- b. **Termination with Cause.** Either party reserves the right to terminate this Agreement immediately if the other party fails to comply with any terms or conditions of this Agreement and such failure continues for ten (10) days following receipt of written notice from the objecting party. In the event that this Agreement is terminated under this Article, the rights and remedies of either party provided under this Agreement shall not be exclusive and are in addition to any other rights and remedies which either party may be entitled to pursue in the event of a breach of this Agreement as provided by law or under the terms and conditions of this Agreement. Consultant will be compensated for only those services satisfactorily provided through cure date end.
- c. **Return of Documentation.** Upon the expiration or termination of this Agreement, Consultant shall, at the option of the District, deliver all finished or unfinished documents, data, studies, reports, and like documents generated by Consultant hereunder.

17. **GOVERNING LAW – JURISDICTION:** This Agreement shall be governed, construed and interpreted under California law, and shall be deemed to be executed and performed in the City of Oakland, California. Any legal action relating to this Agreement shall be governed by the laws of the State of California, and the parties agree to the exclusive exercise of jurisdiction and venue over them by a court of competent jurisdiction located in the City of Oakland, California. The parties expressly agree that no action concerning this Agreement, or an alleged breach thereof, may be commenced anywhere but the City of Oakland, California.

18. **REPORTING:** During the term of this Agreement, Consultant shall report to, and confer with, the Middle School Network Superintendent, and/or his designee on regular basis, and as may be reasonably requested, concerning the Services performed by Consultant and issues related to the Services. Consultant also agrees to meet and confer with other District administrators, officers and employees as directed or as may be necessary or appropriate.

19. **ASSIGNMENT:** This Agreement may not be assigned by Consultant without the prior written authorization of the District, which authorization the District may withhold in its sole discretion.

20. **ENTIRE AGREEMENT**: This Agreement contains the complete agreement between the parties and shall, as of the effective date hereof, supersede all other agreements between the parties relating to the subject matter of this Agreement. The parties stipulate that neither of them has made any representation with respect to the subject matter of this Agreement or the execution and delivery hereof except such representations as are specifically set forth herein. All agreements not expressly set forth herein are null and void. Each of the parties hereto acknowledges that they have relied on their own independent judgment in entering into this Agreement and have had the opportunity to consult legal counsel.
21. **MODIFICATION**: No waiver or modification of this Agreement or of any covenant, condition or limitation herein contained shall be valid unless in writing and executed by authorized representatives of both parties, and no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties hereto arising out of or affecting this Agreement, or the rights or obligations of the parties hereunder, unless such waiver or modification is in writing and duly executed by authorized representatives of both parties.
22. **NOTICE**: Any notice required or permitted pursuant to this Agreement shall be deemed to have been given when delivered in person or sent postage prepaid via certified mail return receipt requested or addressed:

To the District: Co-General Counsel
Office of the General Counsel
1000 Broadway, Suite 680
Oakland, CA 94607
Attn: Marion McWilliams

To Consultant: Matthew Spengler
61 Chapel Street, Suite One
Newton, MA 02458
Legal Notice Enclosed

If such notice is sent by first class or express mail, it shall be deemed to have been given to the person entitled thereto three (3) days after deposit in the United States mail, or if by Federal Express or the overnight courier service, the day after delivery to such service, for delivery to that person.

23. **WAIVER**: No failure on the part of either party at any time to require the performance by the other party of any term hereof shall be taken or held to be a waiver of such term or in any way affect such party's right to enforce such term, and no waiver on the part of either party of any term hereof shall be taken or held to be a waiver of any other term hereof or a breach thereof.

24. **SEVERABILITY**: If any clause or provision of this Agreement is illegal, invalid or unenforceable under present or future laws effective during the term of this Agreement, then and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby.
25. **HEADINGS**: The section headings in this Agreement are intended for convenience of reference and will not affect its interpretation.
26. **COUNTERPARTS**: The Agreement may be executed in two or more counterparts, each of which shall be deemed an original.
27. **BINDING EFFECT**: The Agreement shall not be binding and effective unless and until it is duly and fully executed by both parties. This Agreement shall inure to the benefit of and be binding upon the successors and permitted assigns of the respective parties.
- a. **Governing Board Approval**. It shall be necessary to obtain the approval of the Oakland Unified School District Governing Board ("Governing Board") for this Agreement. Consultant understands and agrees that the obligations of the District are conditioned upon, and subject to, such approval. The District will promptly notify Consultant of the approval or disapproval of the Governing Board. Consultant understands that the District shall not be obligated to compensate it for any services provided prior to approval by the Governing Board and performance of such services hereunder shall be at the sole risk and liability of Consultant. In the event of non-approval, the Agreement will not become effective and neither party will have any obligations to the other party arising out of the Agreement.
- b. **Executed Agreement**. This Agreement will not become effective unless and until an understanding is reached between the parties and the Agreement has been fully-executed. Consultant understands and agrees that the obligations of the District are conditioned upon, and subject to, such execution. Consultant understands that the District shall not be obligated to compensate it for any services provided prior to the execution of this Agreement and performance of such services hereunder shall be at the sole risk and liability of Consultant.
28. **CONSULTANT REPRESENTATIONS**: Consultant acknowledges and represents that (i) Consultant is legally authorized to transact business in the State of California and to provide the Services required hereunder; (ii) the entering into this Agreement has been duly approved by the Consultant; (iii) the undersigned is duly authorized to execute this Agreement on behalf of Consultant and to bind Consultant to the terms hereof; and (iv) Consultant will comply with all state, federal and local statutes, regulations and ordinances, including civil rights and employment laws, and agrees not to discriminate against any employee or applicant for employment or in the provision of Services on the basis of race, color, national origin, sex, sexual orientation, age or disability. Consultant also agrees to abide by all applicable District policies and regulations.
29. **INDEPENDENT CONTRACTOR**: The District and Consultant agree that Consultant will act for all purposes as an independent contractor and not as an employee, in the

performance of Consultant's duties under this Agreement. Accordingly, Consultant shall be responsible for payment of all taxes, including federal, state and local taxes arising out of Consultant's services in accordance with this Agreement, including by way of illustration but not limitation, federal and state income tax, Social Security tax, unemployment insurance taxes, and any other taxes. In addition, Consultant's employees shall not be entitled to any vacation, insurance, health, welfare, or other fringe benefits provided by the District. Consultant shall have no authority to assume or incur any obligation or responsibility, or make any warranty for, on behalf of the District, or to attempt to bind the District except with prior written authorization from the Board. Consultant shall pay all costs of conducting its activities hereunder, including all compensation to employees of Consultant.

30. CONSULTANT'S PERSONNEL:

- a. **Assignment of the Consultant's Personnel.** Consultant will employ and assign qualified Personnel to the District's account in a sufficient number in order to provide and successfully complete the services in accordance with the terms of this Agreement. Consultant will provide the District with a continuously updated list of all its Personnel assigned to the District and qualifications of such Personnel will be provided without charge to the District within three (3) days of written request.
- b. **Control of Personnel and Work.** Consultant understands and agrees that it is solely obligated to and responsible for the selection, qualification, performance, workmanship, quality of services, licensing, and compliance with the terms and conditions hereunder for all Personnel providing services relevant to this Agreement and that it shall have sole control over the means and details of performing the services, which shall be consistent with the District's intent hereunder. Consultant shall use its best efforts, care, and diligence in the administration and performance of services hereunder. Consultant ensures the District that it will properly supervise all Personnel during the performance of services and/or while any Personnel is on District property.
- c. **Cooperation.** During the performance of its services, Consultant shall cooperate with the District and its employees, shall not interfere with the conduct of the District's business, and shall observe all District policies and procedures, as well as all rules, regulations, and security requirements concerning the safety of persons and property.
- d. **Background Checks.** All Personnel providing services under this Agreement that may in any way come into contact with students must undergo background checks consistent with those used by the District and state-licensed facilities; all such checks must be performed and passed prior to any Personnel providing any services hereunder. At a minimum, checks hereunder shall include a Department of Justice background check, a criminal background check, fingerprinting, and tuberculosis screening in accordance with Education Code 45125, 49024, and 49046. The cost of all such background checks shall be borne by Consultant and

the District shall not be liable for such cost under any circumstance. Consultant assures the District that Consultant agrees to remove or not hire for the District's account any Personnel who have any Department of Justice claims: (a) that would raise concerns about inappropriate behavior with children; (b) where a criminal offense has been committed that would raise concerns about inappropriate behavior with children; (c) where there has been a conviction for any sex-related offense or any other offense indicating a lack of acceptable moral character for associating with children; (d) where there has been a determination of any physical and/or mental abuse of children; and/or (e) where there has been termination for cause due to inappropriate behavior with children in any project, program, and/or location of services of Consultant. The District will receive notice of any Personnel so removed or terminated. Consultant will select, hire, and train replacement Personnel in a timely manner of a vacancy on the District's account, all without any additional cost to the District. Within three (3) days of a written request by the District, Consultant agrees to provide written confirmation that the background checks on all Personnel hereunder reflected no negative findings and said Personnel passed the background checks and are, therefore, eligible to provide services under this Agreement. The District will provide a dedicated point of contact to review all District background screening requirements for contractors.

- e. **Removal of the Consultant's Personnel.** If the District reasonably determines in consultation and agreement with Consultant that any of Consultant's Personnel are not providing satisfactory service, or if any issues of unreasonable behavior or inappropriate conduct or similar concerns occur, which are not corrected to the District and Consultant's mutual satisfaction, the District shall notify Consultant in writing and Consultant shall remove that individual from the District's account. Consultant will be compensated for any services satisfactorily performed by the removed individual and any expenses as approved by the District, up to and including the date that Consultant receives the District's written notice. Consultant will not be compensated for any expenses associated with replacing the individual. Consultant will select, hire, and train replacement personnel in a timely manner following a vacancy on the District's account.

- 31. **OWNERSHIP OF COMPLETED SERVICES:** Full and exclusive rights and ownership in the Services, including all deliverables, and all materials or information arising from this Agreement, and in any and all related letters, patents, trademarks, copyrights, trade secrets, confidential information or any other proprietary rights, intangible property or work product, that are delivered, produced or created in connection with Consultant Services under this Agreement shall vest in and are hereby assigned to the District. Except as provided in this Agreement, Consultant shall retain no right, ownership or title in the Services including all deliverables and all materials or information arising from this Agreement, or any related letters, patents, trademarks, copyrights, trade secrets, confidential information or any other proprietary rights, intangible property or work product. Consultant acknowledges that any copyrightable works prepared by Consultant under this Agreement shall be deemed works for hire

under the copyright laws, it being the intent of this Agreement to vest full and exclusive ownership rights in the District, including, but not limited to the exclusive right to prepare derivative works. The Services and all such rights belong to the District for whatever use it desires, and nothing contained herein shall be deemed to constitute a license or franchise in the District. Given that Consultant has created and will continue to develop materials, methodologies and supports for similar tutorial programs for multiple schools and districts across the country, paragraph 31 does not apply to all Consultant materials and intellectual property created in the past, during the term of the agreement, or in the future, including but not limited to customer and vendor lists, recruitment materials and processes, business plans, methodologies, specific service area and program materials, financial and accounting records, and any other information received from Consultant. Paragraph 31 also does not apply to any and all ideas, materials, and information, previously generated in connection with similar services provided to other school districts.

32. **USE OF DATA/INFORMATION:** Information and other data developed or acquired by or furnished to Consultant in the performance of this Agreement shall remain the District's property and shall be used only in connection with the Services provided to the District.
33. **SPECIFIC CONTRACTOR ROLES AND RESPONSIBILITIES:** Contractor will:
- a. **Program Implementation, Compliance, Monitoring Support, and Technical Assistance.** Serve as the primary provider of implementation, compliance, monitoring support and technical assistance for Program throughout the Program Year. Such assistance includes:
 1. *Recruitment:*
 - A. Recruitment of AmeriCorps members for placement at the Host Site. In addition, Blueprint will enroll, maintain, and exit members in the My AmeriCorps portal within 30 days of starting and ending their service term.
 2. *Criminal History Checks:*
 - A. Ensure required criminal background checks, fingerprints, and tuberculosis screenings are performed on all program Fellows. Contractor will secure approval for an Alternative Search Procedure from the Corporation for National and Community Service (CNCS) to utilize the organization's criminal check procedure to fulfill some of the required checks including the FBI fingerprint based check and the approved state criminal registry check. District agrees to provide Contractor with the documentation necessary to certify and process each of the background check requirements.
 3. *Member Experience, Training, and Service Activities:*
 - A. Assist Fellow Coordinator with the development and implementation of training sessions, member meetings, and community service projects.
 4. *Monitoring:*
 - A. At a minimum, quarterly site visits by a Contractor representative;

B. Monitor the submission of member service hours and track member progress toward meeting 1700 service hour requirement.

5. *Service Gear*:

A. Secure provisions of uniforms and other service gear for members; and

6. Other support and assistance as needed to host sites and members.

- b. **Member Orientation.** Provide an orientation for members. Participants will receive information and training on:
 - 1. Instruction on time and activity reporting, and other documentation on AmeriCorps and Program personnel policies and grievance procedures; and
 - 2. The Blueprint Schools Network AmeriCorps Program policies, goals and objectives.
- c. **Host Site Orientation.** Provide an orientation for Host Site Staff (Fellow Coordinators). Participants will receive information and training on:
 - 1. Instruction on time and activity reporting, and other documentation on AmeriCorps and Program personnel policies and grievance procedures;
 - 2. The Blueprint Schools Network AmeriCorps Program policies, goals and objectives; and
 - 3. Supervision of members.
- d. **Monitoring, Evaluation, and Continuous Improvement Program.** Develop and distribute forms for the effective monitoring, evaluation, and continuous improvement of the Program, including templates for time and activity reports, monthly, semi-annual and annual reports, member evaluations, and training session evaluations.
- e. **Member Service Records.** Maintain and update member service records, in cooperation with the Fellow Coordinator, including logs of hours served and training hours, and all enrollment, eligibility, member agreements, status changes and exit forms as required by CNCS.
- f. **Work Plan.** Develop a work plan in conjunction with each school site at the beginning of the Program Year that clearly defines the number of hours of service to be assigned each week, and dates the host site will be closed because of holidays or vacations.

34. **SPECIFIC DISTRICT ROLES AND RESPONSIBILITIES**: District will:

- a. The District agrees to serve as a host site for one or more AmeriCorps members. Consultant agrees to provide full and complete supervision for the AmeriCorps member(s) assigned in accordance with its own policies and procedures, the policies and procedures of the Blueprint Schools Network AmeriCorps Program as outlined in the Member Service Agreement (“Attachment B”) and CNCS.

The organization also agrees to participate in all planning, training, evaluation and reporting activities required by the Program to meet the requirements as a grantee of CNCS. This includes providing:

1. Mid-year and year end evaluations of the organization's assigned member(s),
 2. Verifying by a signature the accuracy of member time and activity reports, and ensuring timely submission of these reports to the Blueprint Schools Network AmeriCorps Program representative.
- b. **Service Opportunities.** The District agrees to work in cooperation with Contractor to integrate additional approved service opportunities as outlined in the Member Service Agreement into the members' scope of work at each school site.
- c. **Meetings.** The District agrees to allow members to attend the required meetings and training sessions scheduled by Contractor. The District also agrees to allow members to participate in the Contractor's community service projects, and allow members to attend state-wide member events.
- d. **Matching Funds.** The District agrees that Consultant may use revenues provided to satisfy Consultant's matching requirements for Consultant's CNCS grant. Consultant will fund \$2,000 of each AmeriCorps member stipend directly out of its CNCS grant.
- e. **Member Eligibility Confirmation.** Consultant agrees to confirm each member's eligibility to serve in the Blueprint Schools Network AmeriCorps Program prior to enrollment according to the eligibility requirements established in the Member Service Agreement which includes securing documentation verifying each member's identity via a government-issued ID and certifying that each member is:
1. A United States citizen, a United States national, or a lawful permanent resident alien;
 2. At least 17 years of age; and
 3. Possesses an Associates degree or higher.
- f. **Ineligibility.** Consultant understands an individual is ineligible to serve in the Blueprint Schools Network AmeriCorps Program as either an AmeriCorps member or a grant-funded staff member if the individual is:
1. Registered, or required to be registered, on a State sex offender registry or the
 2. National Sex Offender Registry; or
 3. Has been convicted of murder, as defined in section 1111 of title 18, United States Code.
- g. **Dispute Resolution.** The District agrees to notify and work in cooperation with a

representative of the Blueprint Schools Network AmeriCorps Program to resolve disputes or grievances related to Member's service within the District. The District agrees that the AmeriCorps Program Grievance Procedures as defined in 45 CFR § 2540.230 and included in the Member Service Agreement ("Attachment B") will take precedence over grievance policies and procedures established by the District or Consultant to resolve disputes related to Member Service. AmeriCorps Program Grievance Procedures are included as an addendum to this agreement ("Attachment B").

- h. **Compliance with Law Pertaining to AmeriCorps.** The District and Consultant agree to act at all times in accordance with all applicable state and federal laws and regulations pertaining to AmeriCorps (including the Drug Free Workplace Act) and agrees not to ask members to participate in activities prohibited for AmeriCorps members as defined in Section V: Standards of Conduct in the Member Service Agreement.
- i. **Fundraising Rules.** The District and Consultant understand and agree to comply with the fundraising rules that apply to all members in the Program as stated in 45 CFR §§ 2540.40-.45 and defined in Section VI of the Member Service Agreement.
- j. **Member Oversight.** The District and the Fellow Coordinators are expected to provide oversight concerning matters of conduct for the Members assigned, and to be in immediate contact with Contractor representative when there is any issue concerning member performance or conduct. No decision regarding Member discipline, suspension, or termination will be made without mutual agreement and participation from authorized representatives of both Consultant and the District.
- k. **Non-Duplication and Non-Displacement.** The organization understands and agrees to comply with the non-duplication and non-displacement rules that apply to all members in the Program as stated in 45 CFR §§ 2540.100(e)-(f) and Section VII of the Member Service Agreement.
- l. **Blueprint Charitable Mission.** Blueprint is tax-exempt as a public charity under section 501(c)(3) of the Internal Revenue Code. Blueprint's mission is to improve public education in the United States for low income, underprivileged and underserved students. These students are the ultimate beneficiaries of improving the lowest-performing large public schools and school systems. With the goal of improving educational and life opportunities for children living in these school districts – who are predominantly low income and minority -- Blueprint provides much needed education, training, strategic planning and other organizational services to the teachers, principals, other administrators, tutors and volunteers that work with in the schools. Blueprint's activities improve the total educational experience of students by supporting, mentoring, engaging, training and educating the teachers that teach them and the administrators that oversee their daily environment. Through engaging on these core issues, Blueprint's work goes to the heart of improving public education.

Purpose of Funding

In order to achieve its mission, Blueprint works directly with individual schools and school districts in order to improve its model of improving public education for all students attending the lowest-performing schools across the country. Blueprint utilizes this approach in order to obtain real-world data to improve, inform and expand its “blueprint” model of five strategies or tenets to improve public education.

Blueprint has determined that the activities covered by the Funding Agreement are essential to the achievement of Blueprint’s charitable mission and contribute importantly to it. School understands and supports Blueprint’s charitable mission, and it agrees that a primary purpose of the Funding Agreement is to support Blueprint’s achievement of its charitable mission.

As part of Blueprint’s program, School understands and agrees that Blueprint may incorporate what it learns while working under the Funding Agreement into improving Blueprint’s model for improving public education. The goal of such activities are for Blueprint to serve as a convener, incubator and resource center for cutting edge advancements in public education and may include any of the following:

- a) Being invited to attend, or informing content for, an annual leadership summit in which principals and district leaders from the Blueprint network of schools share best practices and enhance instructional leadership skills.
- b) Being invited to join a national network of improved schools that Blueprint hopes to be a source of ongoing support to each other as they develop best practices.
- c) Inform development, content and structure of educational conferences and other convenings that bring these schools and school districts together to meet particular challenges or address broad issues for improving public education.
- d) Being incorporated into Blueprint’s collection of data and findings regarding its activities, which may be made available on Blueprint’s website and included in presentations given by Blueprint at educational conferences and meetings across the country.

Further, each of Blueprint and School specifically understands and agrees that:

- a) as part of the Blueprint program, the work to be performed by Blueprint under the Funding Agreement is ultimately to benefit the improvement of the greater school district and to improve the education of all students attending schools therein; and
- b) the information obtained and outcomes achieved under the Funding Agreement may be used by Blueprint or School for the benefit of state-wide or city-wide public education improvement programs and, ultimately, the greater good of all public school students across the country.

INWITNESS HEREOF, the parties are the authorized representatives of said organizations and have therefore executed this contract as of this date herein above written for and on behalf of such organization by authority of governing bodies is within the scope of the powers of said organization.


Blueprint Schools Network

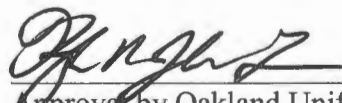
Oakland Unified School District



Matthew Spengler
Executive Director, Blueprint Schools Network

James Harris
President, Board of Education

for 
Marion McWilliams
~~Ex~~ General Counsel
Oakland Unified School District


Approval by Oakland Unified School
District Governing Board on _____, 2017,
by a vote of ___ Governing Board members,
certified by Governing Board Secretary
_____.

OUSD or the District verifies that
the Contractor does not appear on
the Excluded Parties List at
<https://www.sam.gov/>

ATTACHMENT A

SCOPE OF SERVICES

**Blueprint Schools Network Support for the Planning for
the Blueprint Math Fellows Program
in the Oakland Unified School District**

Scope of Work – Attachment A
July 1, 2017 – December 31, 2017

Submitted November 21, 2017

I. Program Overview

Blueprint Schools Network (Blueprint) seeks to continue to provide direct services to Oakland Unified School District (OUSD) to implement the Blueprint Math Fellows Program at seven or more middle schools for the 2017-18 academic year. Below is a scope of services which provides for the planning for implementation for the 2017-18 academic year that can be amended and further defined in subsequent conversations. Working alongside OUSD leadership and Fellows, Blueprint hopes to continue to provide services that meet the most pressing needs of students in Oakland.

Blueprint's mission for the Math Fellows Program initiative in Oakland is to improve life outcomes for students by providing the mathematical foundation and critical reasoning skills necessary for success in college and beyond. By increasing math achievement in the middle school grades, Math Fellows in Oakland will increase the number of students passing Algebra 1 and higher level mathematics courses, ultimately increasing the number of students prepared for post-secondary mathematics courses and closing the achievement gap across Oakland.

Blueprint proposes to coordinate with OUSD leadership to implement the second year of the Blueprint Math Fellows Program at the following OUSD schools for the 2017-2018 school year:

1. Bret Harte Middle School
2. Elmhurst Community Prep (new for 2017-18)
3. Frick Middle School
4. Montera Middle School (new for 2017-18)
5. Roots International Academy
6. United for Success Academy
7. West Oakland Middle School

This document provides an overview of planning for year 2 implementation activities required to continue a program for 22 Blueprint Math Fellows serving seven middle schools in Oakland.

Current expectations are that:

- Blueprint will assume as comprehensive a role as possible regarding the planning and implementation functions for the Math Fellows Program;
- Blueprint will serve as the hiring agent for Math Fellows and Site Managers;
- OUSD and Blueprint will mutually select targeted grades and students that will participate in the initiative based on school priorities; and
- Blueprint will work to build capacity of OUSD and school-based staff members with the intent of establishing long-term district based support and infrastructures.

Blueprint will provide a local, on-the-ground team to prepare for and support the implementation of a quality program during July 1 through December 31 of the 2017-18 academic year and beyond. In addition, Blueprint will leverage our national team to support the preparation needed for the successful continuation of the Program.

Strategic Planning for 2017-18 (July -December 2017)

This phase will serve to build upon our existing foundation for partnership and implementation for the second year of the program. An overview of anticipated activities to be performed by Blueprint during this strategic planning phase includes:

Systems Development and Planning

Blueprint will collaborate with OUSD to develop schedules, systems, and processes for a successful implementation of the Program in August 2017. In order to develop these systems, Blueprint will:

- Customize Common Core-aligned curricular materials to ensure tutorial sessions complement and support OUSD's curriculum and goal of Algebra 1 completion by 8th grade;
- Coordinate with OUSD's Procurement Office on order fulfillment for furnishings and other materials necessary for Program implementation; and
- Collaborate with administration at participating schools to identify dedicated tutorial space and communicate expectations for appropriate tutorial learning environments.

Recruiting and Selection

Blueprint has an experienced team and proven plan for recruiting and selecting high-quality candidates for the Fellows Program. Blueprint's Director of Human Capital and a team of Recruiters identifies candidates for the Fellows Program throughout the year.

Each Math Fellow assumes a case load of up to 24 students per day. Math Fellows facilitate five to six tutorial sessions each day with three to four students in each session based upon each school's daily schedule. Site Managers supervise between two and seven Math Fellows at each site.

Blueprint recognizes that the cost of living in the Bay Area may pose challenges for Program candidates. Accordingly, Blueprint will customize and track the recruiting and selection process. Site Managers (SM) will assist in local recruiting efforts throughout the year, targeting outreach to potential candidates already living in the region. In addition, Blueprint will:

- Oversee and execute an annual recruitment strategy for the cohort of Oakland Math Fellows, which will include:
 - The creation of marketing materials and an online presence for job postings on major job boards and social media outlets;
 - Recruiting candidates at local and national colleges and universities; and

- Conducting on-the-ground recruitment activities including career fairs and information sessions.
- Support the identification, recruitment and selection of candidates for school-based Site Managers;
- Provide orientation for district- and school-based leaders regarding Blueprint's selection process; and
- Perform the initial screening and forwarding of final Fellow candidates to SMs.

Communication

To elicit support from local partners for the Blueprint Math Fellows Program in Oakland, Blueprint will:

- Work with the District to develop a targeted communications plan;
- Develop and distribute principal orientation documents at selected schools and co-facilitate orientation sessions with principals to ensure leadership at selected schools is well-informed about the Program and prepared to support its implementation at the school level;
- Create appropriate communication and outreach materials to introduce and promote the Program; and
- Present the Program to district, community and philanthropic partners as needed.

Partnership Development and Community Engagement

The Blueprint Math Fellows Program is strengthened by successful partnerships with district and community organizations. In order to establish meaningful partnerships in Oakland, Blueprint will:

- Collaborate and co-develop proposals with OUSD to pursue additional sources of funding to supplement the cost of the Blueprint Math Fellows Program;
- Leverage Blueprint's AmeriCorps program to include Math Fellows in Oakland during the 2017-2018 school year; and
- Partner with the OUSD Office of Student, Family and Community Engagement to identify key organizations to connect Math Fellows and students with community resources.

Montera Middle School and Elmhurst Community Prep Launch

During summer and fall of 2017, Blueprint will coordinate with Montera, Elmhurst and district leadership to provide new school launch technical support and planning to implement the Math Fellows program for the 2017-18 school year.

Implementation Year Two (2017-2018)

Implementation for the term of this Agreement will serve to enhance partnerships established during the first year of the Program and will include key activities to lay a successful foundation for Program expansion.

Professional Development and Training

Blueprint will ensure all Program-related staff are provided with comprehensive training prior to the beginning of each academic year. To ensure that Site Managers, Math Fellows and school- and district-level staff are prepared to implement the program, Blueprint will:

- Provide appropriate support and oversight to the Program throughout the school year;
- Plan and lead Site Manager Training;
- Plan and lead Blueprint Math Fellow Summer Institute; and
- Orient, train, and coordinate District points of contact on the Program, its impact, and key roles and responsibilities.

Throughout the school year, Site Managers will receive training and ongoing support and supervision from Blueprint. Accordingly, Blueprint will:

- Create and deliver professional development sessions and resources for Site Managers, which will include training on Fellow evaluation, instructional best practices, leadership and management skills, and data collection and analysis;
- Facilitate regular meetings with SMs to develop leadership skills, receive updates and targeted feedback, problem solve and build a professional network of SM teams across school sites; and
- Train SMs to provide Math Fellows with ongoing feedback, training, evaluation and monitoring support.

Program Infrastructure and Management

The Blueprint Math Fellows Program Organizational Structure outlines how District and Blueprint teams will operate effectively and efficiently. The local Blueprint Bay Area team will oversee the planning, implementation, and monitoring of the Program in partnership with an identified OUSD liaison.

The following scope of the Blueprint Math Fellows Program in OUSD for 2017-18 is based on recent conversations with OUSD leadership.

OUSD & Blueprint Partnership

III. District Assurances

Blueprint believes that the following District assurances are essential for long-term success of the Math Fellows Program:

- Identify a senior level central office leader who will act as a liaison with whom Blueprint Schools can collaborate and plan for a successful implementation;
- Identify a point of contact in OUSD's Talent Division who will act as a liaison with Blueprint's National Director of Human Capital to plan how to best leverage applicable OUSD systems for recruiting and additional orientation of Fellows;
- Identify school-based representatives who may recommend final selection decisions alongside the Site Managers for Fellows at each school. Blueprint will provide training,

materials, and support as needed regarding the final selection process. Given the timing of school selection, some Fellows may already be selected for service in advance of a school-based representative being identified for this purpose; and

- Provide funding to support Fellow and Site Manager compensation and the purchase of materials, furnishings, and supplies needed to implement the Program.

IV. Funding

To support the implementation this scope of work, the projected costs are \$88,300.

All travel and expenses are included in this total and will not be invoiced separately to the district.

VII. Contact

Blueprint believes that personalized, high dosage tutoring is a fundamental game changer for students. We share Oakland Unified School District's commitment to level the playing field for the many families who cannot afford private or small group tutoring on their own. We want to continue to contribute Blueprint's knowledge, materials, systems, and expertise to this initiative and have the capacity, skill, and experience to do so in partnership with OUSD. Please contact Matt Spengler, Blueprint's Founder and Executive Director, with questions regarding this document.

Agency performance at the end of the term of this Contract will be measured using the following performance standards.

- Fidelity of Planning* – Planning of the tutoring program is done in a manner consistent with the scope of work, proposal, agreed-upon timelines and benchmarks, and of consistently high quality
- Feedback from School Leaders* – The program is implemented in a manner that is respectful and responsive to the needs of school leaders.

ATTACHMENT "B"

AMERICORPS MEMBER SERVICE AGREEMENT



Blueprint Schools Network

MATH FELLOWS MEMBER ACCEPTANCE LETTER

<DATE>

Dear AmeriCorps Member:

The Blueprint Schools Network AmeriCorps Math Fellows Program are pleased you have selected to serve the Oakland community through our AmeriCorps program. Your role as a Math Fellow will help us build capacity in our schools and provide our students and families an increased quality of services. We believe your experience as an AmeriCorps Member will prove rewarding. We look forward to working with you as we address the needs of our students and families through our efforts in our school communities.

The following tasks will be fulfilled during your term of service:

1. Execution of duties as outlined in the service description
2. Special projects or activities to enhance or enrich program objectives
3. Attend staff meetings, organizational trainings, and work community/school events

As noted in the attached agreement, AmeriCorps Members do not receive traditional salary/wages or benefits. However, as a full-time Blueprint Schools Network Math Fellow you will be receiving an AmeriCorps living stipend of \$24,930 annually - divided monthly, medical coverage and an education award of \$5,815 following completion of 1700 hours of service.

Thank you again for your interest in being part of the Blueprint Schools Network AmeriCorps team. We look forward to working with you.

Sincerely, Blueprint Schools Network AmeriCorps Program Associate

Please sign below signifying acceptance and understanding of these conditions.

Member Signature: _____

Date: _____



Start Date: _____

Blueprint Schools Network AmeriCorps Member Service Agreement

Service Opportunity: Blueprint AmeriCorps Math Fellows

Start Date: <DATE>

End Date: <DATE>

Time Commitment: 1700 hours to qualify for Education Award

Benefits: \$24,930 annual stipend plus health insurance

Education Award: \$5,815 upon successful completion of 1700 hours of service

I. PURPOSE

The purpose of this agreement (is) to delineate the terms, conditions, and rules of membership regarding the participation of _____ (hereinafter referred to as the member) in the Blueprint/AmeriCorps Fellows Program (hereinafter referred to as the Program).

II. MINIMUM QUALIFICATIONS AND HIGH SCHOOL CERTIFICATION

A. The member certifies that he/she is a United States citizen, a United States national, or a lawful permanent resident alien and at least 17 years of age. The member must certify under penalty of law that he/she has a high school diploma or equivalency certificate, or agrees to obtain one before using the Segal AmeriCorps Education Award.

B. Please complete one of the certifications below. This information is required.

I certify under penalty of law that I have a high school diploma or high school equivalency certificate.

Name of school/institution: _____

Location of school/institution: _____ (city and state)

Date diploma/certificate rec'd: _____ (month and year)

OR

I certify under penalty of law that I did not drop out of elementary or secondary school to enroll as an AmeriCorps participant, and that I will complete a high school diploma or equivalency before using the AmeriCorps education award.

Name of school/institution: _____

Location of school/institution: _____ (city and state)

Expected date diploma/certificate will be completed: _____ (month and year)

* High school equivalency certificate ([as defined in 45 CFR § 2510.20](#)). A formal document certifying that an individual has met the state requirements for high school graduation equivalency by obtaining satisfactory scores on an approved examination or meeting other performance requirements set by a state education agency or other appropriate body. Acceptable documentation of this certification includes: 1) A General Education Development Certificate (GED); 2) A State certificate received by a student after the student has passed a State-authorized examination that the State recognizes as the equivalent of a high-school diploma; 3) An academic transcript of a student who has successfully completed at least a two-year program that is acceptable for full credit towards a bachelor's degree; 4) For a person who is seeking enrollment in an educational program that leads to at least an associate degree or its equivalent

and who has not completed high-school but who excelled academically in high-school, documentation that the student has met the formalized, written policies of the institution for admitting such students. (Please contact your state department of education for more information).

III. TERMS OF SERVICE

- A. The member's term of service begins on <DATE> and ends on <DATE>. The Program and the member may agree, in writing, to extend this term of service for the following reasons:
1. The member's service has been suspended due to compelling personal circumstances.
 2. The member's service has been terminated, but a grievance procedure has resulted in reinstatement.
 3. The member's service needs to extend beyond <DATE> to complete the 1700 hours, however the member will not be eligible to receive further pay, benefits, etc. past the last day of school end date and must complete their 1700 hours by one year of their signed start date.
- B. The member will complete a minimum of hours of service during this period.
- a. Full-Time Members must serve 1700 hours during a period of not more than one year.
- C. The member understands that to complete the term of service successfully (as defined by the Program and consistent with regulations of the Corporation for National and Community Service) and to be eligible for the education award, he/she must complete all the hours of service (as noted in B above) and satisfactorily complete pre-service training and the appropriate education/training that relates to the member's ability to perform service.
- D. The member understands that to be eligible to serve a second term of service the member must receive satisfactory performance reviews for any previous term of service. The member's eligibility for a second term of service with this program will be based on at least a mid-term and end-of-term evaluation of the member's performance focusing on factors such as whether the member has:
- Completed the required number of hours.
 - Satisfactorily completed assignments, tasks, or projects.
 - Met any other criteria that were clearly communicated both orally and in writing at the beginning of the term of service.
- E. The member understands, however, that the mere eligibility for an additional term of service does not guarantee selection or placement.

IV. BENEFITS

The member (full-time) will receive from the Program the following benefits:

- A. A living allowance in the amount of \$24,930 for the 2017-2018 service year.
- a. The living allowance is taxable, and taxes will be deducted directly from the living allowance.
 - b. The living allowance will be evenly distributed monthly by direct deposit starting on or after the last business day of the month.

- B. Health benefits (full-time members only).
- C. If applicable, a childcare allowance will be provided by GAP Solutions Inc. directly to the provider, and only if the member qualifies for the allowance.
- D. Upon successful completion of the member's term of service, the member will receive an education award from the National Service Trust. For successful completion of a full-time term, the member will receive an education award in the amount of \$5,815.00.

If the member has not yet received a high school diploma or its equivalent (including an alternative diploma or certificate for individuals with learning disabilities), the member agrees to obtain a high school diploma or its equivalent before using the education award. This requirement can be waived if the member is enrolled in an institution of higher education on an ability to benefit basis or the program has waived this requirement due to the results of the member's education assessment.

The member understands that his or her failure to disclose to the program any history of having been released for cause from another AmeriCorps program will render him or her ineligible to receive the education award

- E. If the member has received forbearance on a qualified student loan during the term of service, the National Service Trust will repay a portion or all of the interest that accrued on the loan during the term of service. For additional information on the student loans that qualify for forbearance please refer to [45 CFR § 2525.20](#).

V. STANDARDS OF CONDUCT

- A. The member is expected to, at all times while acting in an official capacity as an AmeriCorps member:
 - 1. Comply with the policies, rules, and standards of the Blueprint AmeriCorps Fellows Program.
 - 2. Receive satisfactory performance reviews including at least a mid-term and end-of-term evaluation of the member's performance focusing on factors such as whether the member has:
 - Completed the required number of hours
 - Satisfactorily completed assignments, tasks, or projects
 - Met any other criteria that were clearly communicated both orally and in writing at the beginning of the term of service
 - 3. Demonstrate mutual respect toward others
 - 4. Follow directions
 - 5. Direct concerns, problems, and suggestions to the Fellow Coordinator and/or AmeriCorps Program Associate
 - 6. Adhere to the policies and procedures outlined in the BPSN Employee Manual/Code of Conduct

Prohibited Activities

- B. While charging time to the AmeriCorps program, accumulating service or training hours, or otherwise performing activities supported by the AmeriCorps program or CNCS, staff and Members may not engage in the following activities:
1. Attempting to influence legislation;
 2. Organizing or engaging in protests, petitions, boycotts, or strikes;
 3. Assisting, promoting, or deterring union organizing;
 4. Impairing existing contracts for services or collective bargaining agreements;
 5. Engaging in partisan political activities, or other activities designed to influence the outcome of an election to any public office;
 6. Participating in, or endorsing, events or activities that are likely to include advocacy for or against political parties, political platforms, political candidates, proposed legislation, or elected officials;
 7. Engaging in religious instruction, conducting worship services, providing instruction as part of a program that includes mandatory religious instruction or worship, constructing or operating facilities devoted to religious instruction or worship, maintaining facilities primarily or inherently devoted to religious instruction or worship, or engaging in any form of religious proselytization;
 8. Providing a direct benefit to—
 - i. A business organized for profit;
 - ii. A labor union;
 - iii. A partisan political organization;
 - iv. A nonprofit organization that fails to comply with the restrictions contained in section 501(c)(3) of the Internal Revenue Code of 1986 related to engaging in political activities or substantial amount of lobbying except that nothing in these provisions shall be construed to prevent participants from engaging in advocacy activities undertaken at their own initiative; and
 - v. An organization engaged in the religious activities described in paragraph 3.g. above, unless CNCS assistance is not used to support those religious activities;
 9. Conducting a voter registration drive or using CNCS funds to conduct a voter registration drive;
 10. Providing abortion services or referrals for receipt of such services; and
 11. Such other activities as CNCS may prohibit.

AmeriCorps members may not engage in the above activities directly or indirectly by recruiting, training, or managing others for the primary purpose of engaging in one of the activities listed above. Individuals may exercise their rights as private citizens and may participate in the activities listed above on their initiative, on non-AmeriCorps time, and using non-CNCS funds. Individuals should not wear the AmeriCorps logo while doing so.

- C. The Member understands that the following acts also constitute a violation of the Program's rules of conduct:
1. Unauthorized tardiness
 2. Unauthorized absences
 3. Repeated use of inappropriate language (i.e. profanity) at a service site
 4. Stealing or lying
 5. Engaging in any activity that may physically or emotionally damage other members of the Program or people in the community
 6. Unlawful manufacture, distribution, dispensation, possession, or use of any controlled substance or illegal drugs

7. Consuming alcoholic beverages during the performance of service activities
 8. Being under the influence of alcohol or any illegal drugs during the performance of service activities
 9. Failure to notify the Program/Host Site of any criminal arrest or conviction that occurs during the term of service
 10. Failure to adhere to the policies or procedures outlined in the BPS Employee Manual
 11. Failure to adhere to dress code requirements (section XIV) or failure to display the AmeriCorps logo on uniforms at all times
- D. In general, for violating the above stated rules in sections B and C the Program will do the following (except in cases where during the term of service the member has been charged with or convicted of a violent felony, possession, sale, or distribution of a controlled substance):
1. For the member's first offense, an appropriate program official will issue a verbal warning and reprimand to the member
 2. For the member's second offense, an appropriate program official will issue a written warning and reprimand to the member
 3. If the member's offense continues beyond the action of a written warning and reprimand the Program will take further disciplinary action up to and including suspension or release of the member for cause
- E. The member understands that they will be either suspended or released for cause for committing certain acts during the term of service including but not limited to being convicted or charged with a violent felony, possession, sale, or distribution of a controlled substance.

VI. FUNDRAISING RULES

As stated in [45 CFR §§ 2540.40-.45](#):

- A. AmeriCorps members may raise resources directly in support of the Program's service activities.
- B. Examples of fundraising activities AmeriCorps members may perform include, but are not limited to, the following:
 1. Seeking donations of books from companies and individuals for a program in which volunteers teach children to read;
 2. Writing a grant proposal to a foundation to secure resources to support the training of volunteers;
 3. Securing supplies and equipment from the community to enable volunteers to help build houses for low-income individuals;
 4. Securing financial resources from the community to assist in launching or expanding a program that provides social services to the members of the community and is delivered, in whole or in part, through the members of a community-based organization;
 5. Seeking donations from alumni of the program for specific service projects being performed by current members.
- C. AmeriCorps members may not:
 1. Raise funds for living allowances or for an organization's general (as opposed to project) operating expenses or endowment;

2. Write a grant application to the Corporation for National and Community Service (Corporation) or to any other Federal agency.

An AmeriCorps member may spend no more than ten percent of his or her originally agreed-upon term of service, as reflected in the member enrollment in the National Service Trust, performing the approved fundraising activities described above.

VII. NON-DUPLICATION OR DISPLACEMENT RULES

As stated in [45 CFR §§ 2540.100\(e\)-\(f\)](#):

A. Non-duplication

1. Corporation assistance may not be used to duplicate an activity that is already available in the locality of a program. And, unless the requirements of paragraph (B) of this section (VII) are met, Corporation assistance will not be provided to a private nonprofit entity to conduct activities that are the same or substantially equivalent to activities provided by a State or local government agency in which such entity resides.

B. Non-displacement

1. An employer may not displace an employee or position, including partial Displacement such as reduction in hours, wages, or employment benefits, as a result of the use by such employer of a participant in a program receiving Corporation assistance.
2. An organization may not displace a volunteer by using a participant in a program receiving Corporation assistance.
3. A service opportunity will not be created that will infringe in any manner on the promotional opportunity of an employed individual.
4. A participant in a program receiving Corporation assistance may not perform any services or duties or engage in activities that would otherwise be performed by an employee as part of the assigned duties of such employee.

C. A participant in any program receiving assistance under this chapter may not perform any services or duties, or engage in activities, that:

1. Will supplant the hiring of employed workers; or
2. Are services, duties, or activities with respect to which an individual has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures.

D. A participant in any program receiving assistance under this chapter may not perform services or duties that have been performed by or were assigned to any:

1. Presently employed worker;
2. Employee who recently resigned or was discharged;
3. Employee who is subject to a reduction in force or who has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures;
4. Employee who is on leave (terminal, temporary, vacation, emergency, or sick); or
5. Employee who is on strike or who is being locked out.

VIII. DRUG-FREE WORKPLACE ACT

As a condition of participation in the Blueprint/AmeriCorps Fellows Program, members will abide by the terms of this statement and notify the AmeriCorps Program Associate of any criminal drug statute conviction not later than five days after such conviction for a violation occurring in the workplace. The unlawful manufacture, distribution, dispensation, possession, use, or sale in the workplace of a controlled substance, as defined by state or federal law, is prohibited. Blueprint Schools Network and <DISTRICT> will not condone criminal activity at member service sites, or on property under its direct control, and will take appropriate personnel action up to and including termination.

IX. GRIEVANCE PROCEDURES

(See attached Grievance Procedures and [45CFR § 2540.230](#))

- A. The member understands that the Program has a grievance procedure to resolve disputes concerning the member's suspension, dismissal, service evaluation, or proposed service assignment.
- B. The member understands that, as a participant of the program, he/she may file a grievance in accordance with the Program's grievance procedure.

X. CIRCUMSTANCES UNDER WHICH A MEMBER COULD BE RELEASED OR SUSPENDED FROM PROGRAM

As stated in [45 CFR §§ 2522.230](#) the Program may release a participant from completing a term of service for compelling personal circumstances, as determined by the program, or for cause.

- A. Release for compelling personal circumstances.
 - 1. The program may release a participant upon a determination by the program that the participant is unable to complete the term of service because of compelling personal circumstances, if the participant has otherwise performed satisfactorily and has completed at least fifteen percent of the agreed term of service.
 - 2. A participant who is released for compelling personal circumstances and who completes at least 15 percent of the required term of service is eligible for a pro-rated education award.
 - 3. The program must document the basis for any determination that compelling personal circumstances prevent a participant from completing a term of service.
 - 4. Compelling personal circumstances include:
 - i. Those that are beyond the participant's control, such as, but not limited to:
 - a. A participant's disability or serious illness;
 - b. Disability, serious illness, or death of a participant's family member if this makes completing a term unreasonably difficult or impossible; or
 - c. Conditions attributable to the program or otherwise unforeseeable and beyond the participant's control, such as a natural disaster, a strike, relocation of a spouse, or the nonrenewal or premature closing of a project or program, that make completing a term unreasonably difficult or impossible;
 - ii. Those that the Corporation, has for public policy reasons, determined as such, including:
 - a. Military service obligations;
 - b. Acceptance by a participant of an opportunity to make the transition from welfare to work; or
 - c. Acceptance of an employment opportunity by a participant serving in a program that includes in its approved objectives the promotion of employment among its participants.
 - iii. Compelling personal circumstances that do not include leaving a program:

- a. To enroll in school;
- b. To obtain employment, other than in moving from welfare to work or in leaving a program that includes in its approved objectives the promotion of employment among its participants; or
- c. Because of dissatisfaction with the program.

As an alternative to releasing a participant, an AmeriCorps State/National program may, after determining that compelling personal circumstances exist, suspend the participant's term of service for up to two years (or longer if approved by the Corporation based on extenuating circumstances) to allow the participant to complete service with the same or similar AmeriCorps program at a later time

B. Release for cause.

1. A release for cause encompasses any circumstances other than compelling personal circumstances that warrant an individual's release from completing a term of service.
2. AmeriCorps programs must release for cause any participant who is convicted of a felony or the sale or distribution of a controlled substance during a term of service.
3. A participant who is released for cause may not receive any portion of the AmeriCorps education award or any other payment from the National Service Trust.
4. An individual who is released for cause must disclose that fact in any subsequent applications to participate in an AmeriCorps program. Failure to do so disqualifies the individual for an education award, regardless of whether the individual completes a term of service.
5. An AmeriCorps State/National participant released for cause may contest the program's decision by filing a grievance. Pending the resolution of a grievance procedure filed by an individual to contest a determination by a program to release the individual for cause, the individual's service is considered to be suspended. For this type of grievance, a program may not—while the grievance is pending or as part of its resolution—provide a participant with federally-funded benefits (including payments from the National Service Trust) beyond those attributable to service actually performed, without the program receiving written approval from the Corporation.
6. An individual's eligibility for a subsequent term of service in AmeriCorps will not be affected by release for cause from a prior term of service so long as the individual received a satisfactory end-of-term performance review for the period served in the prior term.
7. Except as provided in paragraph (E) of this section, a term of service from which an individual is released for cause counts as one of the terms of for which an individual may receive the benefits described in section IV.

C. Suspended service.

1. A program must suspend the service of an individual who faces an official charge of a violent felony (e.g., rape, homicide) or sale or distribution of a controlled substance.
2. A program must suspend the service of an individual who is convicted of possession of a controlled substance.
3. An individual may not receive a living allowance or other benefits, and may not accrue service hours, during a period of suspension under this provision.

D. Reinstatement.

1. A program may reinstate an individual whose service was suspended under paragraph (C)(1) of this section if the individual is found not guilty or if the charge is dismissed.
2. A program may reinstate an individual whose service was suspended under paragraph (C)(2) of this section only if the individual demonstrates the following:
 - i. For an individual who has been convicted of a first offense of the possession of a controlled substance, the individual must have enrolled in a drug rehabilitation program;

- ii. For an individual who has been convicted for more than one offense of the possession of a controlled substance, the individual must have successfully completed a drug rehabilitation program.
- E. If a participant is released for reasons other than misconduct prior to completing 15 percent of a term of service, the term will not be considered one of the terms of service for which an individual may receive the benefits described in section IV.
- F. The Program may suspend or terminate the member's term of service for violating the Standards of Conduct set forth in section V of this agreement.
- G. If the member discontinues his/her term of service for any reason other than a release for compelling personal circumstances as described in paragraph (A) of this section the member will cease to receive the benefits described in section IV and will receive no portion of the education award or interest payments.
- H. If the member discontinues his/her term of service due to compelling personal circumstances as described in paragraph (A) of this section the member will cease to receive benefits described in section IV.

XI. NON-DISCRIMINATION POLICY

This program is available to all, without regard to race, color, national origin, disability, age, sex, sexual orientation, gender identity/expression, political affiliation, or, in most instances, religion. It is also unlawful to retaliate against any person who, or organization that, files a complaint about such discrimination. In addition to filing a complaint with local and state agencies that are responsible for resolving discrimination complaints, you may bring a complaint to the attention of the Corporation for National and Community Service. If you believe that you or others have been discriminated against, or if you want more information, contact:

*Blueprint Schools Network
61 Chapel St, Suite 1
Newton, MA
02458
617-243-9620
info@blueprintschools.org*

or

*Office of Civil Right and Inclusiveness
Corporation for National and Community Service
1201 New York Avenue, NW
Washington, DC 20525
(800) 833-3722 (TTY and reasonable accommodation line)
(202) 565-3465 (FAX); eo@cns.gov (email)*

XII. PUBLICITY RELEASE AUTHORIZATION

This release gives Blueprint Schools Network permission to use the member's name, likeness, image, voice, and/or appearance as such may be embodied in any pictures, photos, video recordings, audiotapes, digital images, and the like, taken or made on behalf of AmeriCorps program activities. The member agrees that Blueprint Schools Network have complete ownership of such pictures, etc., including the

entire copyright, and may use them for any purpose consistent with the mission of Blueprint Schools Network and the Program. The member acknowledges that he/she will not receive any compensation, etc. for the use of such pictures, etc., and hereby releases the Blueprint Schools Network and the Program and their agents and assigns from any and all claims which arise out of or are in any way connected with such use. The member has read and understood this consent and release.

I _____ (print member name)

give my consent to use my name and likeness to Blueprint Schools Network and the Program, their fiscal agent, and/or their activities.

do not give my consent to use my name and likeness to promote Blueprint Schools Network and the Program, their fiscal agent, and/or their activities.

XIII. WAIVER OF RESPONSIBILITY

The Member acknowledges by his/her signature in this contract that Blueprint Schools Network is not responsible for funding or replacing the education award or other benefits provided by AmeriCorps in the event that payment should be revoked or withheld for any reason including, but not limited to: failure to meet Blueprint/AmeriCorps Fellows Program deadlines, lack of appropriate documentation, misunderstanding of AmeriCorps and its benefits, miscommunication of the rules between the Program and the Member, failure to successfully complete hours, completion, and the attempt to count as AmeriCorps hours prohibited activities, or any other circumstance considered worthy by the federal government for withholding or revoking these funds.

XIV. OTHER REQUIREMENTS

Maintenance of Records

A system of records will be maintained on each member with the Program, including dates of service, positions held, duties performed, evaluation of work, and awards received. Members are responsible for submitting all appropriate records and information to their Fellows Coordinator and/or designated Blueprint staff in a timely and accurate fashion.

Representation of the AmeriCorps Program

Before taking any action or making any statement, which might significantly affect or obligate the Blueprint/AmeriCorps Math Fellows Program, Members should consult and seek approval from a designated AmeriCorps Program Representative. These actions may include, but are not limited to, public statements to the press, social media (i.e. Facebook, Twitter, etc.), or any agreements involving contractual or financial obligations. Members are authorized to act as representatives of the organization as specifically indicated within their position descriptions and only to the extent of such written specifications.

Dress Code - Uniforms

As representatives of Blueprint/AmeriCorps Math Fellows Program, Members are required to display identification and wear uniforms at all times while on duty. Members are required to wear the uniforms provided by the Blueprint/AmeriCorps Math Fellows Program. Members may wear slacks in the following colors: khaki and black. Slacks must be in good condition and cannot be torn, frayed, or have holes. Closed toe shoes are required at all times.

Member must display the AmeriCorps logo on their uniform at all times, no exceptions. <DISTRICT> badge must be displayed on AmeriCorps lanyard during work hours including evening and weekend events.

XV. CONDIITONS FOR REVISION/AMENDMENT

The terms of this agreement may be amended only by a written agreement executed and signed by an authorized representative of both parties.

The Member hereby acknowledges by their signature that they have read, understand, and agree to abide by the terms of this Agreement and the policies and procedures of the Blueprint Schools Network AmeriCorps Program.

Member Signature

Date:

AmeriCorps Program Manager

Date

AMERICORPS PROGRAM GRIEVANCE PROCEDURES

In accordance with 42 U.S.C. 12636 and implementing regulations at 45 C.F.R. 2540.230, the following grievance procedures have been established by the AmeriCorps program to deal with grievances from program members or other interested individuals concerning the AmeriCorps program.

Step 1 of the grievance process should be the filing of a written grievance by the affected party seeking personal relief in a matter of concern or dissatisfaction relating to any AmeriCorps program issues, such as assignments, evaluations, suspension, or release of cause. If the grievance is regarding a proposed participant placement, the placement is not to be made unless it is consistent with the resolution of the grievance. Should the affected party decide to file a grievance, the following options are available for settling a grievance:

Option 1: Resolution through Immediate Supervisor. Prior to initiating the formal written grievance procedure, the aggrieved member may refer the complaint to his/her immediate supervisor who will attempt to resolve the complaint by mediation.

Option 2: Optional Alternative Dispute Resolution (ADR). As a first option, a member may choose to have the operating site designate a neutral party to resolve the complaint. Please read the ADR section regarding specific guidance and time limits for ADR process.

Option 3: Grievance Hearing. A member may choose a grievance hearing to resolve the complaint. A written request for such a hearing must be made in writing to the Program Manager. Please read the Grievance Hearing section regarding specific guidance and time limits for the grievance hearing and the grievance hearing decision.

Option 4: Binding Arbitration. Binding Arbitration is available to the affected party only if a grievance hearing decision is adverse or if no decision is made within 30 days of the filing of the initial grievance. Please read the Binding Arbitration section regarding specific guidance and time limits for arbitration proceedings.

Optional Alternative Dispute Resolution (ADR)

ADR must be selected within 45 days of the underlying dispute. If a member chooses ADR as a first option, a neutral party designated by the **Program/Host Site** will attempt to facilitate a mutually agreeable resolution. The neutral party must not have participated in any previous decisions concerning the issue in dispute. ADR is confidential, nonbinding, and informal. No communications or proceedings of ADR may be referred to at the grievance hearing or arbitration stages. The neutral party may not participate in subsequent proceedings.

If ADR is chosen by the member, the deadlines for convening a hearing and for a hearing decision, 30 and 60 days respectively, are held in abeyance until the conclusion of ADR. At the initial session of ADR, the neutral party must provide written notice to the aggrieved party of his or her right to request a grievance hearing and the right to arbitration. If ADR does not resolve the matter within 30 calendar days from the date the informal dispute resolution process began, the neutral party must again notify the aggrieved party of his or her right to request a grievance hearing. At any time, the aggrieved party may decline ADR and proceed directly to the hearing process.

If the matter is resolved, the terms of the resolution are recorded in a written agreement, and the party agrees to forego filing any further grievance on the matter under consideration. With the exception of a written agreement, the proceedings are confidential. The rules of evidence do not apply to these proceedings.

Grievance Hearing

A member may request a grievance hearing without participating in ADR or if the ADR process fails to facilitate a mutually agreeable resolution. The member should make a written request for a hearing to the **Blueprint Schools Network AmeriCorps representative/FELLOW COORDINATOR**. Except for a grievance that alleges fraud or criminal activity, a request for a grievance hearing must be made within one year after the date of the alleged occurrence. At the time a request for a hearing is made, the program should make available to the member information that it relied upon in its disciplinary decision.

An appointee of the Blueprint Schools Network AmeriCorps Program/Host Organization will conduct the grievance hearing. The person conducting the hearing may not have participated in any previous decisions concerning the issue in dispute. A hearing must be held no later than 30 calendar days after the filing of the grievance, and a written decision must be made no later than 60 calendar days after filing.

Binding Arbitration

An aggrieved party may request binding arbitration, if a grievance hearing decision is adverse or if no decision is made within 60 days of the filing of the grievance. The arbitrator must be independent and selected by agreement of both parties. If the parties cannot agree on an arbitrator, the Corporation for National and Community Service’s Chief Executive Officer (CEO) will appoint an arbitrator from a list of qualified arbitrators within 15 business days after receiving a request from either party.

An arbitration proceeding must be held no later than 45 calendar days after the request for arbitration or no later than 30 calendar days after the appointment of an arbitrator by the **Corporation's CEO**. An arbitration decision will be made no later than 30 calendar days after the commencement of the arbitration proceeding.

The cost of arbitration will be divided evenly between the parties, unless the aggrieved party prevails, in which case the Program will pay the total cost of the proceeding as well as the prevailing party's attorney’s fees.

The Member hereby acknowledges by their signature that they have read, understand, and agree to abide by the terms of AmeriCorps grievance policies and procedures.

Member Signature

Date:



Blueprint Schools Network AmeriCorps Math Fellows Program

Childcare Waiver

AmeriCorps offers Childcare assistance to qualifying first time members.

If you choose to use AmeriCorps Childcare assistance, further information will be provided and an assessment will be completed to ensure you qualify. Please select one:

I **will not** be utilizing AmeriCorps Childcare assistance.

I **will** be utilizing AmeriCorps Childcare assistance.

Signature

Date

Member Name (Printed)



Blueprint Schools Network AmeriCorps Math Fellows Program Member Profile

Blueprint Schools Network AmeriCorps Program – Full-Time Member

Name:			
Home Phone:	Work Phone:	Cell Phone:	
Mailing Address:		City:	Zip:
Street Address (if different than above):			
Email Address:			
Date of Birth:			
Emergency Contact Person:		Phone:	
Do you object to our agency running a background check on you? <input type="checkbox"/> Yes <input type="checkbox"/> No			

I certify the information provided on this application is accurate.

Signature: _____ **Date:** _____



Criminal History Release Form

I authorize the program to perform a criminal history check to determine if I meet the eligibility requirements of CNCS and the program for this AmeriCorps position. The information reviewed from this check will include but not be limited to allegations and convictions for crimes committed and will be gathered to the extent permitted by state and federal law. The results of these checks will be kept confidential and in a secure location. I understand that selection into the program is contingent upon the program's review of my criminal history. I will have an opportunity to challenge the factual accuracy of the report before any action is taken to exclude me from this position.

Name _____ Date _____

Signature _____



Media Release Form

The <DISTRICT> AmeriCorps Math Fellows Program uses photographs and video of members in promotional materials, on our website, in recruiting efforts, etc.

I understand that <DISTRICT> and AmeriCorps shall not be liable for royalties, commissions, or payments of any nature to me in connection with photography, filming, and/or interviewing.

<DISTRICT> has no liability of any nature in connection with such filming and/or interviewing.

I hereby do _____ do not _____ give my permission to <DISTRICT> AmeriCorps Math Fellows Program to be filmed, photographed and/or interviewed.

Signature of Member _____ **Date:** _____

Signature of Parent or Guardian _____ **Date:** _____
(if Member is under 18 years of age)



Blueprint Schools Network AmeriCorps Math Fellows

Member Conflict of Interest Policy

Members of Blueprint Schools Network AmeriCorps Math Fellows Program, donors, and community members expect the highest standard of ethical behavior from the Blueprint Schools Network AmeriCorps Math Fellows Program. No person who has a conflict of interest with any activity or project of Blueprint Schools Network AmeriCorps Math Fellows Program, whether personal, philosophical, or financial, shall be accepted or serve as a volunteer with the agency.

Members should be careful to avoid situations that create a conflict of interest with the Blueprint Schools Network AmeriCorps Math Fellows Program. The following criteria will be used to evaluate whether an

actual or potential conflict of interest exists or is in direct competition with the products and services offered by the Blueprint Schools Network AmeriCorps Program:

- Is detrimental to the performance of regular Member responsibilities
- Affects the <DISTRICT> AmeriCorps Math Fellows Program negatively
- Uses the <DISTRICT> AmeriCorps Math Fellows Program name, property, or resources for purposes other than business

Members who are unsure whether a conflict of interest exists should consult his/her supervisor. If such a conflict is found to exist, the conflict must be resolved in the <SCHOOL DISTRICT> AmeriCorps Math Fellows Program favor. Failure to report or resolve a conflict of interest may result in disciplinary action, up to and including termination of the service agreement and responsibilities.

I, _____ (Member Name), agree to follow the above conflict of interest policy during my volunteer term of service with <SCHOOL DISTRICT> AmeriCorps Math Fellows Program.

Member Signature: _____ Date: _____
Program Manager Signature: _____ Date: _____

Start Date: _____

For Official Use Only

Date Filed: _____
Signature: _____



**Blueprint Schools Network
AMERICORPS MATH FELLOWS PROGRAM MEMBER ORIENTATION
CHECKLIST**

Member Name: _____ Date: _____

The Blueprint Schools Network Orientation Manual will serve as the primary tool for Members to reference policy and procedures. Each Member will be provided a copy of the manual in electronic form and/or hard copy.

Initial

Position Description Review

Staff Introductions

Read and understands Blueprint Schools Network’s AmeriCorps Orientation Manuals

Member is aware of:

Organizational Profile

- Mission and Goals of the AmeriCorps Math Fellows Program
- Organizational History
- Program Activities
- Organizational Structure

Blueprint Schools Network’s Program Policies

- Absenteeism
- Tardiness
- Sexual Harassment
- Drug and Alcohol Use
- Confidentiality
- Dress Code
- Safety Policy
- Child Abuse and Neglect Mandated Reporting

Member has signed:

AmeriCorps Member Service Agreement

Member Orientation Checklist

I, _____, hereby certify that I understand the policies and procedures outlined in the Blueprint Schools Network AmeriCorps Math Fellows Program Orientation Manual and agree to the terms without reservation.

Member Signature: _____ Date: _____

Program Manager Signature: _____ Date: _____



MEMORANDUM OF UNDERSTANDING ROUTING FORM 2017-2018

Basic Directions

Services cannot be provided until the MOU is fully approved and a Purchase Order has been issued.

1. Contractor and OUSD Administrator reach agreement about scope of work and compensation.
2. Contractor and OUSD Administrator agreed upon terms are reflected in the Memorandum of Understanding.
3. OUSD Administrator verifies contractor does not appear on the Excluded Parties List.
4. OUSD contract originator creates the requisition on IFAS.
5. Within 2 weeks of creating the requisition, the OUSD Administrator submits completed MOU packet to Legal for approval.

Agency Information

Agency Name	Blueprint Schools Network, Inc.	Agency's Contact Person	Matthew Spengler
Street Address	61 Chapel Street, Suite One	Title	Executive Director
City	Newton	Telephone	617-243-9620
State	MA	Zip Code	02458
		Email	mspengler@blueprintschools.org
OUSD Vendor Number	I006981		
Attachments	<input checked="" type="checkbox"/> Proof of general liability and workers' compensation insurance <input checked="" type="checkbox"/> Statement of qualifications <input checked="" type="checkbox"/> Program Planning Tool and Budget <input checked="" type="checkbox"/> Printout showing this vendor does not appear on the Excluded Parties List. (www.sam.gov/portal/public/Sam/)		

Compensation and Terms – Must be within OUSD Billing Guidelines

Anticipated Start Date	July 1, 2017	Date work will end	December 31, 2017	Total Contract Amount	\$ 88,300.00
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Budget Information

Resource #	Resource Name	Org Key #	Object Code	Amount	Req. #
0000	Discretionary Fund	9981110178	5825	\$ 88,300.00	R0182584
			5825	\$	
			5825	\$	
			5825	\$	

OUSD Contract Originator Information

Name of OUSD Contact	Mark Triplett	Email	Mark.Triplett@ousd.org
Telephone	347-239-7509	Fax	510-879-2336
Site/Dept. Name	Middle School Network	Enrollment Grades	6 through 8

Approval and Routing (in order of approval steps)

Services cannot be provided before the MOU is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.

OUSD Administrator verifies that this vendor does not appear on the Excluded Parties List (<https://www.sam.gov>)

Please sign under the appropriate column.	Approved	Denied – Reason	Date
1. Site Administrator			
2. Resource Manager			
3. Network Superintendent/Deputy Chief/Exec Dir.			11-23-17
4. Cabinet (DSASEL, SBO, CFO)			
5. Board of Education or Superintendent			
Procurement			
Date Received			

**Oakland Unified School District
Purchase Requisition Copy**

PURCHASE REQUISITION COPY

VENDOR ADDRESS

BLUEPRINT SCHOOLS NETWORK, INC.
61 CHAPEL ST., SUITE 1
NEWTON, MA 02458

I006981

ORGANIZATION NAME Oakland Unified School District

REQUEST NO. R0182584

DATE: 11/28/2017

EST. DELIVERY DATE: 11/28/2017

END USE

BID NUMBER

PO TYPE PURCHASE ORDER

SHIP TO:

PROCUREMENT DEPARTMENT
900 HIGH STREET
OAKLAND, CA 94601

L099000

CONTACT

Item No.	Qty	Units	Description	Org Key	Object	Unit Price	Charges	Tax	Total
0001	88,300	1	Approval by the Board of Education of Independent Consultant Agreement for Professional Services between District and Blueprint Schools Network (Blueprint), Newton, MA, for the latter to provide) to implement full-day, high dosage tutoring intervention at selected middle schools, as stated in the Scope of Services, incorporated herein by reference as though fully set forth, for the period commencing July 1, 2017 and concluding no later than June 30, 2018 in an amount not to exceed \$88,300.00.	9981110178	5825	1.00	0.00	0.00	88,300.00
			Scope of Work: Blueprint Schools Network (Blueprint) seeks to provide direct services to Oakland Unified School District (OUSD) to implement our full-day, high dosage tutoring intervention, the Blueprint Math Fellows Program at selected middle schools. Below is an overview of a scope of services for an initial planning and foundation setting phase that can be amended and further defined in subsequent conversations. Together, and working alongside OUSD leadership and Fellows, Blueprint hopes to provide services that meet the most pressing needs of students in Oakland. Blueprints mission for the Math Fellows Program initiative in Oakland is to improve life outcomes for students by providing the mathematical						

THIS IS NOT AN AUTHORIZATION TO PROVIDE GOODS OR SERVICES. A
VALID (SIGNED) PURCHASE ORDER MUST BE ISSUED BY THE PURCHASING
OFFICE TO AUTHORIZE PROVIDING THE LISTED GOODS OR SERVICES

Oakland Unified School District Purchase Requisition Copy

foundation and critical reasoning skills necessary for success in college and beyond. By increasing math achievement in the middle school grades, Math Fellows in Oakland will increase the number of students passing Algebra 1 and higher level mathematics courses, ultimately increasing the number of students prepared for post-secondary mathematics courses and closing the achievement gap across Oakland. Blueprint proposes to coordinate with OUSD leadership to implement the Blueprint Math Fellows Program at the selected OUSD schools over a three-year period starting in the 2017-2018 school year. This document provides an overview of planning and foundation setting activities required in order to prepare for an initial launch of 25 Blueprint Math Fellows serving four middle schools in Oakland. Current expectations are that:

OUSD will serve as the hiring agent for the Math Fellows;
Blueprint will serve as the employer for a full-time Blueprint Math Fellows Network Director and Blueprint Program Associate;
Blueprint will assume as comprehensive a role as possible regarding the planning and foundation setting functions for the Math Fellows Program;
OUSD will identify participating middle schools and select targeted grades and students that will participate in the initiative based on school priorities; and
Blueprint will work to build capacity of OUSD and school-based staff members with the intent of establishing long-term district based support and infrastructures.

Blueprint will provide an on-the-ground team to prepare for the implementation of a quality program for the 2017-18 academic year. In addition, Blueprint will leverage our National Math Fellows Director, Program Coordinator and other members of Blueprints Leadership Team to support the preparation needed for the successful launch of the Program.

PURCHASE REQUISITION TOTAL

88,300.00

SAM Search Results
List of records matching your search for :

Search Term : blueprint* schools* network* inc.*
Record Status: Active

No Search Results