

Board Office Use: Legislative File Info.	
File ID Number	13-0947
Introduction Date	5-22-13
Enactment Number	13-0838
Enactment Date	5-22-13 <i>ff</i>



**OAKLAND UNIFIED
SCHOOL DISTRICT**

Community Schools, Thriving Students

Memo

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

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

Board Meeting Date 5-22-13
(To be completed by Procurement)

Subject Individual Service Agreement Amendment - 1
Bay Area Community Resc San Rafael CA (Contractor, City/State) -
Madison Middle School (site/department)

Action Requested Approval by the Governing Board of the amendment to the Individual Service Agreement between the District and Bay Area Community Resources. Services to be primarily provided to Madison Middle School for the period of 07/01/2012 through 08/31/2013, in an amount not to exceed \$ 25,080.00.

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

The Summer Learning programs funded by the WalMart grant will provide 860 students at 9 middle schools with all day summer programs. This funding supplements the morning academic-based programs with an afternoon of Science, Technology, Engineering and Mathematics (STEM) and Enrichment activities consisting of arts, dance and sports.

Discussion
One paragraph summary of the amended scope of work.

Approval by the Board of Education of Amendment No. 1 to the Individual Service Agreement to the Master Memorandum of Understanding (MOU) between the District and Bay Area Community Resources, San Rafael, CA, for the latter to provide their Menu Option P - Summer Programming Services for afternoon STEM/Enrichment activities to extend the morning summer program into a full day program at Madison Middle School for the period of July 1, 2012 through August 31, 2013, in the amount of \$25,080.00, increasing the agreement from \$108,128.00, to an not to exceed amount of \$ 133,208.00. All terms and conditions of the MMOU remain in full force and effect.

Recommendation Approval by the Governing Board of the amendment to the Individual Service Agreement between the District and Bay Area Community Resources. Services to be primarily provided to Madison Middle School for the period of 07/01/2012 through 08/31/2013, in an amount not to exceed \$ 25,080.00.

Fiscal Impact Funding resource name (please spell out) 9147/National Summer Learning Association not to exceed \$ 25,080.00.

Attachments

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

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OAKLAND UNIFIED SCHOOL DISTRICT

Community Schools, Thriving Students

INDIVIDUAL SERVICE AGREEMENT (ISA) AMENDMENT No. 1

AGREEMENT TO PURCHASE ADDITIONAL SERVICES UNDER A MASTER MEMORANDUM OF UNDERSTANDING

This Amendment is entered into between the Oakland Unified School District (OUSD) and Bay Area Community Resources (CONTRACTOR). OUSD entered into an Agreement with CONTRACTOR for services on July 1, 2012, and the parties agree to amend that Agreement as follows:

MASTER MOU – ORIGINAL ISA INFORMATION			
VENDOR NAME	Bay Area Community Resources	LEGISTAR FILE ENACTMENT #	12-1418
SITE NUMBER / NAME	215 Madison Middle School	AMOUNT OF ORIGINAL ISA	\$ 108,128.00
Original ISA Contract, or most recent ISA Contract Amendment period: 07/01/2012 (from date) to 08/31/2013 (end date).			

ORDER OF ADDITIONAL SERVICES – SELECT APPROPRIATE BOX

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

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

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

Purchase New Type of Service.

Service	Option P-Summer Learning Programs	Fee	\$20,000.00	UNITS OF SERVICE	1.2	\$ 25,080.00
Service		Fee	\$	UNITS OF SERVICE		\$
Service		Fee	\$	UNITS OF SERVICE		\$
Subtotal						\$ 25,080.00

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

For a 4 to 6 week summer program (approximately 3-6 hours/day) for up to 80 students.

Increasing the ISA Not to Exceed Amount to: \$ 133,208.00

- The Term (Duration) of the Individual Service Agreement remains unchanged.
 The Term (Duration) has changed: The contract term is extended by an additional _____ (days/weeks/months), and the amended expiration date is _____.

ISA Amendment History:

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

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

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

VENDOR	NAME	Martin Weinstein	TITLE	Chief Executive Officer
SIGNATURE			DATE	5/23/13
OUSD SITE ADMINISTRATOR	NAME	Lucinda Taylor	TITLE	Principal
SIGNATURE			DATE	5/23/13

APPROVAL BY THE BOARD OF EDUCATION

PRESIDENT OF THE BOARD OF EDUCATION	DATE	5/23/13
EDGAR RAKESTRAW, JR SECRETARY, BOARD OF EDUCATION	DATE	5/23/13

Individual Service Agreement (ISA) Amendment Routing Form

Basic Directions

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

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

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

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

VENDOR INFORMATION

CONTRACTOR NAME	Bay Area Community Resources	CITY	San Rafael	STATE	CA
SITE /DEPT NAME	Madison Middle School	SITE #	215		

BUDGET INFORMATION

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

SPSA ACTION ITEM NUMBER: _____ OR SPSA MODIFICATION DOCUMENTATION ATTACHED

RESOURCE #	RESOURCE NAME	ORG KEY	REQ. NUMBER	AMOUNT
9147	National Summer Learning Assoc.	9224871110	R0318452	\$25,080.00
				\$
				\$

Amount and Reason for Amendment

Original PO Number(s)	P1300733	Reason for Amendment to ISA (check appropriate box): <input type="checkbox"/> Increase in number of units (days, hours, etc) of service. I would like to purchase additional days or hours of the same type of service purchased with the original ISA. <input checked="" type="checkbox"/> Purchase additional type of service. In addition to the services contracted for in the original ISA, I would like to purchase another type of service from this vendor.
Original ISA Amount	\$ 108,128.00	
Amended ISA Amount	\$ 25,080.00	
New Total Contract Amount	\$ 133,208.00	

Approval and Routing (in order of approval steps)

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

1.	Site Administrator or Manager	Name	Lucinda Taylor	Phone	(551) 063-6270	Fax	(510) 636-2704
	Site / Department	Madison Middle School					
	Signature			Date Approved			
2.	Resource Manager , if using funds managed by: <input type="checkbox"/> State and Federal <input type="checkbox"/> Quality, Community, School Development <input checked="" type="checkbox"/> Complementary Learning / After School Programs						
	Signature			Date Approved	4/26/13		
	Signature			Date Approved			
3.	Regional or Executive Officer						
	Signature			Date Approved	4/26/13		
4.	Deputy Superintendent Instructional Leadership / Deputy Superintendent Business Operations						
	Signature			Date Approved	5-6-13		
5.	Superintendent or Board of Education Signature on the legal contract						
Legal Required if not using standard contract		Approved		Denied - Reason		Date	
Procurement	Date Received			PO Number			



Search Results

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

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

Entity	BAY AREA COMMUNITY RESOURCES, INC.	Status: Active
DUNS: 102947132	CAGE Code: 3VGW8	View Details
Has Active Exclusion?: No	DoDAAC:	

SAM | System for Award Management 1.0

IBM v1.863.20130412-1616

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



Board Office Use: Legislative File Info.	
File ID Number	12-2074
Introduction Date	8/1/12
Enactment Number	12-2143
Enactment Date	8-1-12



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

Memo

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

Board Meeting Date
 (To be completed by Procurement) August 15, 2012

Subject Individual Service Agreement - Master Memorandum of Understanding - Bay Area Community Resources (contractor) - 215/James Madison Middle School (site)

Action Requested Approval of the Individual Service Agreement to the Master Memorandum of Understanding (MOU) between District and Bay Area Community Resources, for services to be provided primarily to 215/James Madison Middle School.

Background *A one paragraph explanation of why the consultant's services are needed.* The attached Individual Service Agreement is the contracting of services at the negotiated price, stated in the referenced Master MOU, approved by the Board of Education on June 27, 2012 (Enactment number 12-1652).

Discussion *One paragraph summary of the scope of work.* Approval by the Board of Education of an Individual Service Agreement to the Master Memorandum of Understanding (MOU) between the District and Bay Area Community Resources, San Rafael, CA, for the latter to provide their Menu Option B-Lead Agency Unit for Arts, Recreation, Leadership and Family Literary activities in its capacity as a Comprehensive After School Program Lead Agency at James Madison Middle School for the period of July 1, 2012 through August 31, 2013, in an amount not to exceed \$108,128.00, pursuant to the terms and conditions as specified in the MOU.

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

Fiscal Impact Funding Resource: 6010/After School Education and Safety (ASES) Grant in an amount not to exceed \$108,128.00.

Attachments

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

Board Office Use: Legislative File Info.	
File ID Number	12-2074
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Enactment Date	8-1-12



OAKLAND UNIFIED SCHOOL DISTRICT

Community Schools, Thriving Students

INDIVIDUAL SERVICE AGREEMENT (ISA) 2012-2013

MASTER MOU INFORMATION			
VENDOR NAME	Bay Area Community Resources		
VENDOR #	1001628	ENACTMENT #	12-1652
SITE / DEPT NAME	Madison Middle School	SITE #	215
OUSD STAFF CONTACT - EMAILS ABOUT THIS CONTRACT SHOULD BE SENT TO:		Lucinda.Taylor@ousd.k12.ca.us	

ORDER MENU OF SERVICES (EXHIBIT A OF MASTER MOU) - SELECT DESIRED SERVICE				
SERVICE AND UNIT OF SERVICE (SEE EXHIBIT A OF MASTER MOU FOR A FULL DESCRIPTION OF SCOPE OF WORK AND MENU OF SERVICES)	GRADE LEVEL(S) SERVED	RATE PER UNIT	DESIRED UNITS	AMOUNT (DESIRED UNITS TIMES RATE PER UNIT)
B-Lead Agency Unit for Middle School	6-8	\$ 127,213.00	1	\$ 108,128.00
		\$		\$
		\$		\$
TOTAL AMOUNT				\$ 108,128.00
IF FEE DOES NOT EQUAL RATE PER UNIT MULTIPLIED BY DESIRED UNITS, EXPLAIN REASON FOR ALTERED RATE:				
1a. School opting to utilize own teachers to provide academic services, reducing the academic programming charges to the cost above. 1d. School opting to fund School Safety Officer, reducing above costs to provide safe and secure after school environment.				

BUDGET INFORMATION					
REQUISITION NUMBER	R0300622	START DATE	07/01/2012	END DATE	08/31/2013
RESOURCE #	RESOURCE NAME	ORG KEY		AMOUNT	
6010	ASES	2151553401		\$ 108,128.00	
				\$	
				\$	

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

VENDOR	NAME	MARTIN WEINSTEIN	TITLE	CEO
SIGNATURE			DATE	
OUSD SITE ADMINISTRATOR	NAME	LUCINDA TAYLOR	TITLE	PRINCIPAL
SIGNATURE			DATE	

APPROVAL			
IF USING FUNDS REVIEWED BY STATE AND FEDERAL PROGRAMS OR Quality Community School Development			
SPSA ACTION ITEM NUMBER:		OR,	SPSA MODIFICATION DOCUMENTATION ATTACHED
RESOURCE MANAGER, if using funds managed by:			
<input type="checkbox"/> State and Federal <input type="checkbox"/> Quality Community School Development <input checked="" type="checkbox"/> After School Programs			
SIGNATURE		DATE	7-9-12
SIGNATURE		DATE	
NETWORK OR DEPARTMENT EXECUTIVE OFFICER			
SIGNATURE		DATE	7-16-12
PRESIDENT AND THE SECRETARY OF THE BOARD OF EDUCATION			
SIGNATURE		DATE	8/2/12
SIGNATURE		DATE	8/2/12

POLICY NUMBER: * PHPK886325
Bay Area Community Resources, Inc.

COMMERCIAL GENERAL LIABILITY

EFFECTIVE: * July 1, 2012 - 2013

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED — CONTROLLING INTEREST

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization

Oakland Unified School District

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

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

OUSD After School Programs
funded by After School Education and Safety (ASES) and 21st Century Community Learning Grants

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

SECTION 1: School Site Information

School Site: James Madison Middle School

Date: April 27, 2012

Principal Signature: 

Lead Agency Signature: 

After School Site Coordinator Name (if known at this time): Na'Dra Hennington

SECTION 2: After School Alignment with Community School Strategic Site Plan (CSSSP)

Mark the following Strategic Priority areas of the school's CSSSP where this after school program is identified strategy.

- Balanced Literacy and Literacy Across the Curriculum
- Science, Technology, Engineering, and Mathematics (STEM)
- Transitions and Pathways Pre-K to 12
- College, Career and Workforce
- Accelerating Students through Targeted Approaches
- Extended Learning Time
- School Culture (including Meaningful Student Engagement)
- Health and Wellness
- Interrupting Chronic Absence (Attendance)
- Building Capacity and Leadership
- Family and Student Engagement
- Strategic Operational Practices

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

- Collaborate and coordinate services with Oakland Success Office, OUSD, Public Profit, Elev8 Alameda County Health Department, Eastlake YMCA, and Community Outreach partners.
- Participate in weekly Coordination of Services Team (COST) meetings to address academic, behavioral issues affecting Madison students.
- Increase math skills with a group of five FBB/BB 8th graders, in Algebra 1, will have a 10% increase in math 2013
- 85% of enrolled students in the Project ACHIEVE after school program will attend at least 4 days a week.
- Madison students will receive homework support four days a week, in addition to a math focus: (Science, Technology, Engineering, Math) program to increase skill levels taught in the regular classroom.

SECTION 3: OUSD Strategic Questions

Complete the matrix for *at least two* of the following four OUSD Strategic questions.

Strategic Questions/Desired Outcomes	Strategic Activities:	Outcomes of Strategic Activities:	Date of the activity
<i>As a result of our ASP efforts...</i>	<i>What after school strategic activities will support the desired outcomes?</i>	What short-term outcomes will you expect from your efforts by the end of the school year?	<i>What collection of these</i>
High School Graduation: How many more Oakland children are graduating from high school?	The ASP will host a College and Career Day along with posting college visuals around campus.	Students will have a better understanding of the city, state and University of California education system.	Pre-Assignment
Satisfactory School Day Attendance: How many more Oakland children are attending school 95% or more?	The ASP will acknowledge perfect attendance every 12 weeks.	The ASP expects a 1% increase in attendance for the next school year 2012-2013.	The attendance will be compared to previous years.
Job Skills/Career readiness: How many more students have meaningful internships and/or paying jobs?	The ASP will host a Career Day in collaboration with the day staff.	Students will be expected to learn about various jobs and careers.	Pre-Assignment
Health and Well-being: How	Approximately 325 students	Majority of students will	The

many more Oakland children have access to, and use, the health services they need?	will have access and use the health services at the Madison Health Clinic.	have access to health care.	Hea refe stud serv
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SECTION 4: Program Model and Lead Agency Selection

For 2012-2013, my site will operate the following program model:

- Traditional After School:** *voluntary program open to all students, with enrollment priorities targeting cert*
- Extended School Day:** *additional class periods added to the bell schedule during after school hours for s particular grade and/or all students of the school*
- Blended/Hybrid:** *combination of some extended day and some traditional after school programming*

Description and Rationale for Selection of Lead Agency
 Describe how the selected Lead Agency partner will support the school's plans for Full Service Community Scho
 Note: If school is managing program, site is considered to be the Lead Agency. In this case, describe how th
 Site Coordinator will support school plans for FSCS development.)

For over twenty years, Bay Area Community Resources (BACR) has maintained an infrastructure tha managed high quality after school programming throughout the Bay Area. This diverse agency belie safe and positive after school environment with nurturing adults for students, in which they can imprc and social skills. BACR strives to integrate the principles and practices of youth development into all approach to after school programs is consistent with the BACR mission of serving youth and families volunteerism, and building communities.

SECTION 5: ATTENDANCE, PROGRAM DATES, AND PROGRAM SCHEDULE
 In order to remain in compliance and meet minimum funding requirements, the after school program must con upon the conclusion of the regular day and operate at least until 6pm on every regular school day for element schools. (EC 8483)
 High school programs are required to operate a minimum of 15 hours per week.

Required # of Program Days your program will operate during School Year 2012-2013:	180 days r
Projected Daily Attendance during School Year 2012-2013:	120 Studer

Program Schedule

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

* CDE allows programs to close for a maximum of 3 of these days during the school year for profess

SECTION 6: Academics

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

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

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

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

	Target Population	Academic Support (choose one)	CSSSP goal(s) or school need supported by activity	Measurable Outcomes	Description of program/activity
1	All program participants	<input checked="" type="checkbox"/> Homework Support <input type="checkbox"/> Tutoring <input type="checkbox"/> Skill Building <input type="checkbox"/> Academic Intervntn <input type="checkbox"/> Other	Trained after school staff and volunteers will be supported by the Academic Liaison and ASP Coordinator. CSSSP: 5% of students will score basic to proficient in CST writing 2013.	50% of students will participate in Homework Support.	In groups of 20 students will be supported by 1 adult 4 days per week for 45 minutes per day
2	Far Below Basic/ Below Basic	<input type="checkbox"/> Homework Support <input type="checkbox"/> Tutoring <input type="checkbox"/> Skill Building <input checked="" type="checkbox"/> Academic Intervntn <input type="checkbox"/> Other	(CSSSP) 15% of the identified FBB/BB 8 th graders in Algebra 1 will score basic in CST Math in 2013.	10% of participating students will achieve proficiency in CST Math 2013.	A group of 18 8 th graders will work with a credentialed teacher in Algebra 1 4 days per week 45 minutes per day.
3	Far Below Basic/ Below Basic	<input type="checkbox"/> Homework Support <input checked="" type="checkbox"/> Tutoring <input type="checkbox"/> Skill Building <input type="checkbox"/> Academic Intervntn <input type="checkbox"/> Other	ASP Coordinator will coordinate services with SES tutoring program.	(CSSSP) School will meet annual measurable objectives for 2013 in Math.	In small groups, students are engaged in one-on-one computer tutoring programs.
4		<input checked="" type="checkbox"/> Homework Support	Trained after school	(CSSSP) A: School	Ten students will be

	Grade Level	<input type="checkbox"/> Tutoring <input type="checkbox"/> Skill Building <input type="checkbox"/> Academic Intervntn <input type="checkbox"/> Other	staff and credentialed teachers will be supported by the Academic Liaison and ASP Coordinator.	will meet annual measurable objectives for 2012-2013 in ELA. B: 10% of students will score basic to proficient in CST writing 2013.	matched with one credentialed teacher three days/week, 45 minutes/day to receive homework support.
5	English Language Learners	<input type="checkbox"/> Homework Support <input type="checkbox"/> Tutoring <input checked="" type="checkbox"/> Skill Building <input type="checkbox"/> Academic Intervntn <input type="checkbox"/> Other	(CSSSP) 3% of ELL students will increase from BB to B level per year on CELDT.	ELL students will receive additional support based on school day curriculum, homework and fluency goals.	Ten students will be matched with one credentialed teacher three days/week, 45 minutes/day to receive homework support.
6	Chronic Absenteeism	<input type="checkbox"/> Homework Support <input type="checkbox"/> Tutoring <input type="checkbox"/> Skill Building <input type="checkbox"/> Academic Intervntn <input checked="" type="checkbox"/> Other	The ASP Coordinator or Program Assistant will work closely with the attendance clerk.	Talk to and work with students who are having issues with attendance to clearly identify challenges.	Parents will be notified of chronic absenteeism from the ASP by a letter or phone call.

SECTION 7: ENRICHMENT & PHYSICAL ACTIVITY / RECREATION

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

Type of Enrichment	Rationale	CSSSP goal(s) or school need supported by activity	Brief Description	Targeted Skills
Physical Activity/ Fitness Sports Incl:	<input checked="" type="checkbox"/> Student Identified <input type="checkbox"/> School Identified <input type="checkbox"/> Parent Identified <input type="checkbox"/> Other (specify)	The ACHIEVE sports program supports the school student engagement by promoting teamwork ,	All grades will learn basic information around exercise and healthy living. Students will develop	<input type="checkbox"/> Conflict Resolution <input checked="" type="checkbox"/> Social Skills <input checked="" type="checkbox"/> Leadership <input type="checkbox"/> Academic (specify) <input checked="" type="checkbox"/> Health/Fitness

Basketball Soccer Flag Football Golf Softball		exercise and sportsmanship.	organized sports skills—team building, sportsmanship, working collectively, and the importance of proper nutrition to sustainable output. Sports/fitness includes intramural sports and conditioning.	<input type="checkbox"/> Other (specify)
Gardening/ Nutrition* <i>(*required for sites applying for OFCY gardening grants.)</i>	<input checked="" type="checkbox"/> Student Identified <input type="checkbox"/> School Identified <input type="checkbox"/> Parent Identified <input type="checkbox"/> Other (specify)	The ACHIEVE garden team builds skills by teaching and growing healthy foods which supports the schools Health and Wellness policy.	All grades will learn soil composition, food origins, sustainable living/eating, planting cycles, science, math, nutrition, insect life cycles and fertilizations, appropriate use of garden tools, and basic garden upkeep. They will develop a sense of community, pride and appreciation for their work.	<input type="checkbox"/> Conflict Resolution <input checked="" type="checkbox"/> Social Skills <input type="checkbox"/> Leadership <input type="checkbox"/> Academic (specify) <input checked="" type="checkbox"/> Health/Fitness <input type="checkbox"/> Other (specify)
Cooking Club	<input checked="" type="checkbox"/> Student Identified <input type="checkbox"/> School Identified <input type="checkbox"/> Parent Identified <input type="checkbox"/> Other (specify)	The ACHIEVE cooking club supports the Health and Wellness policy by teaching students how to cook healthy meals.	All grades will learn the fundamentals of cooking and how to properly use basic cooking utensils.	<input type="checkbox"/> Conflict Resolution <input checked="" type="checkbox"/> Social Skills <input type="checkbox"/> Leadership <input type="checkbox"/> Academic (specify) <input checked="" type="checkbox"/> Health/Fitness <input type="checkbox"/> Other (specify)
Arts & Crafts	<input checked="" type="checkbox"/> Student Identified <input type="checkbox"/> School Identified <input type="checkbox"/> Parent Identified <input type="checkbox"/> Other (specify)	The ACHIEVE art program help students creatively express themselves through visual arts enhancing the school curriculum.	All grades will participate in art based activities.	<input type="checkbox"/> Conflict Resolution <input checked="" type="checkbox"/> Social Skills <input type="checkbox"/> Leadership <input type="checkbox"/> Academic (specify) <input type="checkbox"/> Health/Fitness <input checked="" type="checkbox"/> Other (specify) Art learning

Video/ Music	<input checked="" type="checkbox"/> Student Identified <input type="checkbox"/> School Identified <input type="checkbox"/> Parent Identified <input type="checkbox"/> Other (specify)	Project ACHIEVE Team promotes a hands-on, engaging, experience that teaches youth about positive self-expression, and collaboration, while building self-esteem.	All grades will have an opportunity to participate in music. Participants will produce a DVD, interview students and day/ACHIEVE staff for the digital yearbook, and create program-based video clips	<input type="checkbox"/> Conflict Resolution <input checked="" type="checkbox"/> Social Skills <input type="checkbox"/> Leadership <input type="checkbox"/> Academic (specify) <input type="checkbox"/> Health/Fitness <input checked="" type="checkbox"/> Other (specify) Effective Communications
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SECTION 8: FAMILY ENGAGEMENT / FAMILY LITERACY

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

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

Type of Activity	CSSSP goal(s) or school need supported by activity	Brief Description	Measurable Outcome	Aligns with family literacy
Multi-Cultural Celebration	Family Celebration	Thanksgiving style potluck for families, students, and staff.	Attendance of families, students, and staff.	Yes
Mid-Year Celebration	Student Achievement and Family Celebration	Recognition of participants work and contributions.	Attendance of families, students, and staff.	Yes
March Madness	Staff-and-student together activities	Four days of competitive student vs. staff activities (i.e. basketball, soccer, and volleyball).	Attendance of students and staff.	Yes
End of the Year Celebration	Student Achievement and Family Celebration	Award ceremony and celebration with families, students, and staff.	Attendance of families, students, staff and community; and increase volunteerism.	Yes

SECTION 9: Chronic Absence Action Plan

Improving school day attendance for all students and reducing chronic absenteeism is one of the key OUSD district goal is that all students will attend school at least 95% of the required school days or more, thereby achieving 100% attendance. Students who attend school 90% or less of required days are considered chronically absent. Students whose attendance falls in the "grey zone" between 90% - 95% are considered at risk of chronic absenteeism.

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

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

Strategies to Support Attendance	Action Steps
a) Recruit and address the needs of students who are at risk of chronic absenteeism.	Talk with students about the importance of attendance. Host an awards ceremony celebrating attendance.
b) Inform parents about the importance of attendance and encourage parents to help each other get their students to class.	Inform parents during orientation of attendance importance. Distribute registration form that outlines importance of attendance, notify parents when students are absent, place students with excessive absences in a support group.
c) Track students with poor program attendance and reach out to find out why and how attendance could be improved.	Monitor attendance (work w/ attendance to chronically absent from school day, compare with afterschool).
d) Celebrate good attendance and/or offer meaningful incentives to attract and reward students for attending our program.	Hold award ceremony to celebrate good attendance. Pizza parties for sports teams to recognize attendance.

SECTION 10: Coordination with Other Service Providers

In the Full Service Community School model, the school becomes a hub of services where various service providers come together, work together, and coordinate their efforts to meet the holistic needs of students.

The after school Site Coordinator or Director will actively participate in which of the following school group(s), in order to increase alignment between after school and school day efforts?	<input checked="" type="checkbox"/> COST team (Coordination of Services Team) <input type="checkbox"/> SST (Student Study Team) <input type="checkbox"/> SSC (School Site Council) <input type="checkbox"/> ELT (Educational Leadership Team) <input type="checkbox"/> PTA <input type="checkbox"/> Attendance Team/Workgroup
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	<input checked="" type="checkbox"/> CSSSP (Community School Strategic Site P <input checked="" type="checkbox"/> School Culture/Climate Committee <input type="checkbox"/> Other (specify)
<p>List key community partners whom you will actively collaborate with to accomplish the goals of your program.</p>	<p>Collaborate and coordinate services with Success Office, OUSD, Public Profit, E Oakland, Alameda County Health Department, YMCA, and Community Outreach partners.</p>
<p>Identify other service providers and support personnel at your school (ie. school psychologist, School Based Health Center staff, counselor, mental health therapist, school nurse, parent liaison, etc.) whom you will actively collaborate with to accomplish the goals of your program.</p>	<p>Wa Netta Daniels, School Nurse Gloria Negron, Attendance Clerk Clo Escudero, Elev8 Coordinator Victoria King, Family Advocate</p>

2012-13 After School Enrollment Policy for James Madison Middle School

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

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

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

Target Population(s)	Specific Data to Inform Selection of Program Participants	(High School) Indicate if participation is Mandatory for each target population
Students in need of academic support and Intervention	School referrals, parent request (SES).	
Students from socio-economically disadvantaged families/backgrounds	Application, school referrals, and knowledge of family history.	
English Language Learners	School referrals and knowledge of family history.	
Students in need of being engaged	Application, school referrals, parent request, and knowledge of family history.	
Transitional Youth	School referrals and knowledge of family history.	
Students with Siblings in the program	Knowledge of family history.	
Chronic Absenteeism	Monitor attendance (work w/ attendance to gather names of chronically absent from school day, compare day attendance with afterschool).	

Grade levels prioritized for programming: 6th – 8th

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

Additional Notes:

- Successful after school programs are heterogeneous and include several target populations.

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

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

Timeline	After School Enrollment Steps/Process	Individual(s) responsible
Outreach to Parents	Flyers	Site Coordinator(s) & School Site
	Parent Orientations	Site Coordinator(s) & School Site
	Coffee & Tea Chats	"
	ELAC Mtgs.	"
	SSC Mtgs.	"
	Sign-out Table for current students	"
	School Based Packets	"
	Options Fair	"
Outreach to Teachers	PDs	Site Coordinator in partnership with Teachers, and School Site
	Leadership Family Breakfast	"
	Mtgs. –SSC, ELAC, Staff	"
	ELAC Mtgs.	"
	Coffee & Tea Events	"
	Newsletters- School, ASP	"
Outreach to Community	Flyers	Site Coordinator(s) & School Site
	Parent Teacher Mtgs.	Site Coordinator(s) & School Site
	Tabling (information Table) at Showcases, EOY Events	Site Coordinator(s) & School Site
	Sign-out Table for current students	Site Coordinator(s) & School Site
	School Based Packets	Site Coordinator(s) & School Site
	Options Fair	"
Outreach to Feeder Schools	PTA Mtgs.	Site Coordinator
	PTA Email Blasts, memos, mailings	Site Coordinator in partnership with School Site

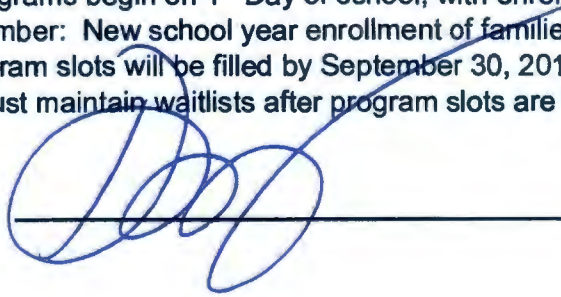
		with Teachers, PTA/
	5 th Grade Meetings	Site Coordinator
Outreach to Parents	Flyers	Site Coordinator(s) &
	Parent Orientations	Site Coordinator(s) &

Timeline	After School Enrollment Steps/Process	Individual(s) responsible
April	Distribute Flyers to ASP parents, teachers, and post in school office	Site Coordinator
	Outreach to parents, teachers, community re: open enrollment and target population	Site Coordinator
	Publicize in School Newsletter, ASP Newsletter	Site Coordinator with Principal
	Publicize at teacher mtgs., PDs, SSC Mtgs., COST Mtgs., etc.	Site Coordinator
May	Host 1st Parent Orientations & Distribute Applications	Site Coordinator(s) & Program As
	Review Applications and interview parents if needed	Site Coordinator
	Talk with Teachers/administrators/parents to gain additional demographic information to assess student needs	Site Coordinator with: Teachers, F Parent, Academic Liaison, Couns Resource Specialist
May-June	Send Acceptance and Denial Letters for 2012-2013 year	Site Coordinator & Program Assis

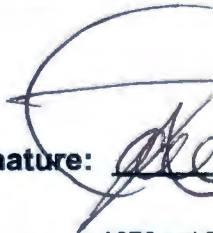
Important dates to include in your timeline:

- April – June: Spring enrollment for 2012-13 programs. **Schools that are receiving students from S also outreach to these new families in the Spring, so that they also have a fair chance to partic School program at their new school.**
- Families will be notified of 2012-13 after school enrollment before the last day of school, June 15, 201
- After school programs begin on 1st Day of school, with enrollment at a minimum 75% capacity.
- August – September: New school year enrollment of families for remaining program slots.
- Remaining program slots will be filled by September 30, 2012.
- All programs must maintain waitlists after program slots are filled.

Principal Signature: _____




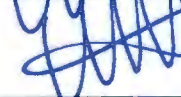







Lead Agency Signature: _____



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

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

Principal initials	Lead Agency initials	2012 – 13 Assurances for Grant Compliance and After School Alignment
	<input checked="" type="checkbox"/>	Site Administrator and Lead Agency Director/Site Coordinator have reviewed Education's ASES and/or 21 st Century Grant Assurances, and understand compliance elements.
	<input checked="" type="checkbox"/>	Site Administrator and Lead Agency Director have reviewed the Lead Agency together, and agree to the requirements outlined in the MOU for the lead agency.
	<input checked="" type="checkbox"/>	Site Administrator will meet regularly with Site Coordinator to ensure program goals.
	<input checked="" type="checkbox"/>	Site will share student outcome data to better refine program (Attendance Cards, IEP's, etc).
	<input checked="" type="checkbox"/>	Site Administrator and lead agency rep/site coordinator have reviewed the description. Site will identify a certificated, qualified individual to serve as Liaison and to fulfill all responsibilities outlined in the role description.
	<input checked="" type="checkbox"/>	Site will invite Site Coordinator and appropriate after school staff to participate in meetings and professional development opportunities, in order to ensure coordination of teaching and learning and positive school climate.
	<input checked="" type="checkbox"/>	Site will invite Site Coordinator to participate on SSC, COST, SST, and CS for coordination of services.
	<input checked="" type="checkbox"/>	Site will coordinate the use of facilities and site level resources in support of
	<input checked="" type="checkbox"/>	Site will provide Site Coordinator with office space that includes access to internet

Principal Signature: _____

Lead Agency Signature: _____

After School Safety and Emergency Planning for 2012-13

After School Safety and Emergency Planning

A) Will the site have an Emergency Plan that incorporates the After School Program?

Yes No

If no, explain after school plans to ensure student and staff safety should an incident of violence or occur on or near the school campus during after school hours:

B) Describe the training that site will provide after school staff on safety procedures, including lockdown communication protocols for crisis response.

The Project ACHIEVE After School Staff will be given the emergency protocol and participate in at least one emergency drills following the school day emergency drill to familiarize themselves with the school's process.

C) Principal and Site Coordinator have reviewed the *OUSD After School Emergency/Crisis 1st Level Notification Protocol*.

Yes No

Facility Keys

Will the After School Program have access to facility keys for all areas where after school program occurs?

Yes No

If no, indicate how the school campus will be secured if crisis should occur during after school hours necessary: The SSO and Custodian will secure the school campus in case of a lockdown or emergency. access to facility keys.

SSO Staffing: (check one)

- Site has a school day SSO who can accommodate after school related work as part of their regular workday.
- Site will pay Extended time/Over time (ET/OT) to accommodate an after school SSO.
- Site does not need an SSO or does not have the resources to have an after school SSO.

Principal Signature:



Lead Agency Signature:



2012-2013 Elementary/Middle School After School Program Budget

AFTER SCHOOL BUDGET PLANNING SPREADSHEET

ELEMENTARY & MIDDLE SCHOOLS v2 06 10 12

Site Name: Madison							
Site #: 215							
Average # of students to be served daily (AOA):	%	Resource 6010, Program 1553	ASES	OFCY	Program Fees (If applicable)	Other School Site Funds	Other Lead Agency Funds
		OUSD Lead Agency	Grantee:	Lead Agency	OUSD	Lead Agency	
TOTAL GRANT AWARD		\$150,000	\$86,528	\$0	\$0	\$0	\$0

CENTRAL COSTS: INDIRECT, ADMIN, EVAL, PD, CUSTODIAL, SUPPLIES

OUSD Indirect (4.25%)		\$6,115					
OUSD ASPO admin, evaluation, and training/technical assistance costs		\$9,413					
Custodial Staffing		\$4,935					
Custodial Supplies		\$672					

TOTAL SITE ALLOCATION		\$128,864					
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CERTIFICATED PERSONNEL

1120	Academic Liaison REQUIRED	\$4,000				\$0	
1120	Certificated Teacher Extended Contracts (2 Teachers @ \$23.16/hr X 4hr/wk X 33 weeks= \$6,114.	\$6,114				\$0	
1120	Techbridge Teachers 1 Teacher @ \$23.16 X 2 hr/wk X 36 I= 1,667	\$1,667				\$0	
						\$0	
	Total certificated	\$11,781				\$0	

CLASSIFIED PERSONNEL

		\$0				\$0	\$0
2220	SSO	\$5,500				\$0	
		\$0					
	Total classified	\$5,500	\$0	\$0		\$0	\$0

BENEFITS

3000's	Employee Benefits for Additional Time (20% of total salaries paid as extended contracts or overtime)	\$3,456					
3000's	Employee Benefits for Salaried Employees (40%)	\$0					
3000's	Lead Agency benefits (rate: 25 %)		\$0	\$0			
	Total benefits	\$3,456	\$0	\$0		\$0	\$0

BOOKS AND SUPPLIES

4310	Supplies (OUSD only, except for Summer Supplemental)	\$0		\$3,053		\$0	\$400
4310	Curriculum (OUSD only)	\$0				\$0	\$0
5829	Field Trips	\$0				\$0	\$0
4420	Equipment (OUSD only)	\$0				\$0	\$0
	Telephone/Internet/Communications			\$1,200			
	Mileage			\$150			
	STEM Curriculum and Supplies			\$1,800			
	Trainings (\$150 (5 Trainings) +\$150 (SI) = \$300. BACR will cover trainings @ \$500)			\$300			\$500
	Total books and supplies	\$0	\$0	\$6,503		\$0	\$900

CONTRACTED SERVICES

5825	Site Coordinator (salary, \$41,100 + \$10,275 (Fringe) = \$51,375; (ASES @ \$42,813; OFCY @ \$8,563)	\$0	\$42,813	\$8,563			
5825	Program Assistant (salary, \$30,100 + Fringe: \$7,525 = \$37,625)	\$0	\$31,133	\$6,492			
5825	Youth Leaders - 2 Leaders (\$16/hr x13hr/wk X 36 weeks = 7,488 x 2 = \$14,976 (and extra time for short days and trainings is \$2,200) = \$17,176 + \$4,294 (Fringe) = \$21,470)		\$7,729	\$13,741			
5825	Youth Leader-Gardening (\$15/hr x 4.5 hrs/wk x 36 wks = \$2,430 + Fringe \$607.5 = \$3,037.5)			\$3,038			

2012-2013 Elementary/Middle School After School Program Budget

5825	Youth Leader-Leadership (\$17/hr x 27hrs/wk x 36 wks = \$16,524 + Fringe \$4,131 = \$20,655)			\$17,005	\$3,650		
5825	Youth Leader - Cooking -\$16.50/hr X 16hr/wk X 36 weeks = \$9,504 + Fringe \$2,376 = \$11,880)			\$3,510	\$8,370		
5825	Youth Leader - Soccer -\$14/hr X 13hr/wk X 36 weeks = \$6,552 + Fringe \$1,638 = \$8,190			\$1,642	\$6,548		
5825	Ms. Nancy Tam (Program Support)-Stipend (50% per semester)				\$250		
5825	Sports & Fitness Fees @ \$2,800				\$2,800		
5825	Youth Leader-Homework Support (\$15/hr x 6 hrs/wk x 36 wks = \$3,240 + Fringe \$810 = \$4,050)		\$0		\$4,050		
	BACR Program Manager (\$7,750 + \$1,937.5 (Fringe) = \$9,687.5)				\$9,688		
	Personnel Off-Site (East Bay Director (\$2,647) and Admin Support (\$1,471)						\$4,118
	Volunteer Coordinator (2.9% FTE per site - \$764)						\$764
	Enrichment TBD				\$4,730		
5825							
	Total services		\$0	\$103,832	\$71,919	\$0	\$0

IN-KIND DIRECT SERVICES

	Chabot Space and Science (Techbridge) @ \$14,212					\$0	\$14,212
	Volunteers (30 Volunteers - \$13/hr X 670 hours each year = \$8,710)					\$0	\$8,710
	Total value of In-kind direct services					\$0	\$0

LEAD AGENCY ADMINISTRATIVE COSTS

	Lead Agency admin (4% max of total contracted \$)			\$4,296	\$8,106		\$0
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SUBTOTALS

	Subtotals DIRECT SERVICE	85	\$23,669	\$103,832	\$78,422	\$0	\$0
	Subtotals Admin/Indirect		\$18,204	\$4,296	\$8,106	\$0	\$0

TOTALS

	Total budgeted per column		\$41,873	\$108,128	\$86,528	\$0	\$0
	Total BUDGETED	100	\$150,000		\$86,528	\$0	\$28,704
	BALANCE remaining to allocate		\$0		\$0		
	TOTAL GRANT AWARD/ALLOCATION TO SITE		\$150,000		\$86,528		

ASES MATCH REQUIREMENT:

ASES requires a 3:1 match for every grant award dollar awarded.	
Total Match amount required for this grant:	50,000
Facilities count toward 25% of this match requirement:	12,500
Remaining match amount required:	37,500
Match should be met by combined OFCY funds, other site funds, private dollars, and in-kind resources. This total equals:	
	86,528
Total Match amount left to meet:	-49,028

Required Signatures for Budget Approval

Principal:	
Lead Agency:	

JAMES MADISON MIDDLE SCHOOL PROJECT ACHIEVE 2012-2013 AFTER SCHOOL PROGRAM SCHEDULE

Extended Day & After School Schedule

Time	Monday	Tuesday	Wednesday	Thursday	Friday
12:30-12:55			Student Lunch/ Recreation Activities		
12:55-2:45			Recreation Activities		
2:45-2:50	Passing Period	Passing Period	Recreation Activities	Passing Period	Passing Period
2:50-3:00	Nutrition Break	Nutrition Break	Recreation Activities	Nutrition Break	Nutrition Break
3:00-3:45	Academic Intervention, Homework Clubs, Leadership & Techbridge	Academic Intervention, Homework Clubs & Leadership	Recreation Activities	Academic Intervention, Homework Clubs & Leadership	Academic Intervention, Homework Clubs & Leadership
3:45-4:00	Passing Period	Passing Period	Recreation Activities	Passing Period	Passing Period
4:00-6:00	Balling for Success, Boys & Girls Soccer, Rich Kid Media 1, Peer Health Leadership, Gamers & Techbridge-closes @ 4:30pm	Balling for Success, Boys & Girls Soccer, Rich Kid Media 2, Peer Health Leadership & Gardening	Recreation Activities/ Barbershop	Balling for Success, Boys & Girls Soccer, Cooking Club 1, Drumming & Photography	Balling for Success, Boys & Girls Soccer, Cooking Club 2, ACHIEVE Arts & Gardening
5:45-6:00	Structured Program Reflection, Closing Activities				

Bay Area Community Resources After School Programs

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

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

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

OUR VALUES

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

PROGRAM MODEL

Academic Assistance

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

Enrichment

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

Recreation

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

Showcases

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

EVIDENCE OF OUTCOMES

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

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

Recent Oakland elementary school surveys showed positive outcomes:

Students

Program Runs Effectively

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

Benefits from Participating

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

Parents

Program Runs Effectively

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

Benefits from Child Participating

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

ADVANTAGES FOR PARTNER SCHOOLS

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

BACR AS A FISCAL SPONSOR

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

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

CONTACT US

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

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

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

Visit our website: www.bacr.org

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



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

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

TO: Board of Education

FROM: Dr. Anthony Smith, Ph.D., Superintendent

SUBJECT: Master Memorandum of Understanding between OUSD and Bay Area
Community Resources

ACTION REQUESTED

Authorize the President and Secretary of the Board to enter into and execute a Memorandum of Understanding with Bay Area Community Resources, on behalf of the District to provide services to students. This establishes a one year relationship with Bay Area Community Resources, and a Not-To-Exceed amount of \$2,974,784.00. This amount is projected using historical cost data, known changes to the number of sites served and expected available grant funding allowable.

BACKGROUND

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

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



DISCUSSION

Vendor: Bay Area Community Resources

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

Not-To-Exceed Amount: \$2,974,784.00

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

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

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

FISCAL IMPACT

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

RECOMMENDATION

Approval of Master MOU between the Oakland Unified School District President and Secretary of the Board to enter into a Memorandum of Understanding and Individual Service Agreement(s) with the Community Schools Resources in an amount Not-To-Exceed \$2,74,784.00.

strict authorizing the
Master Memorandum of
Understanding with the
Community Schools

ATTACHMENTS: Master MOU

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



OAKLAND UNIFIED SCHOOL DISTRICT

Community Schools, Thriving Students

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

1. INTENT

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

Cumulative Amount of ISA(s) NOT TO EXCEED \$ 2,974,784.00

- 1.2 **This Master MOU shall include an Individual Services Agreement (hereinafter "ISA")** developed for each OUSD site CONTRACTOR is to provide services. It is understood that this Master MOU does not commit OUSD to pay for services provided by any CONTRACTOR, unless and until an authorized OUSD representative approves the service, and a Purchase Order is issued by OUSD's Procurement department and the ISA(s) are ratified by the Board of Education.

2. TERMS AND CONDITIONS

- 2.1 **Term of Agreement.** The term of this agreement shall be July 1, 2012 to June 30, 2013 and may be extended by written agreement of both parties. **ISA's are void upon termination or expiration of the Master MOU.**
- 2.2 **All terms and conditions apply jointly and severally to all CONTRACTOR'S employees, agents, partners, subcontractors, and/or volunteers acting on behalf of, and by the direction of CONTRACTOR.**
- 2.3 **Notice of Termination.** OUSD may, at any time, terminate this Agreement upon not less than five (5) days written notice to CONTRACTOR. OUSD shall compensate CONTRACTOR for services satisfactorily provided through the date of termination. In addition, OUSD may terminate this agreement for cause should CONTRACTOR fail to perform any part of this Agreement. In the event of termination for cause, OUSD may secure the required services from another contractor. If the cost to OUSD exceeds the cost of providing the services pursuant to this Agreement, CONTRACTOR shall pay the additional cost.
- 2.4 **Choice of Law.** This Agreement shall be performed in Oakland, CA and is governed by the laws of the State of California.
- 2.5 **Licenses and Permits.** CONTRACTOR shall obtain and keep in force all licenses, permits, and certificates necessary for the performance of this Agreement.
- 2.6 **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
- 2.7 **Conflict of Interest.** CONTRACTOR shall abide by and be subject to all applicable OUSD policies, regulations, statutes or other laws regarding conflict of interest. CONTRACTOR shall not hire any officer or employee of OUSD to perform any service by this Agreement without first obtaining the prior written approval of OUSD. CONTRACTOR affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between CONTRACTOR's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to OUSD's attention in writing.

- 2.8 **Drug-Free / Smoke Free Policy.** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, CONTRACTORS, or subcontractors are to use drugs on these sites.
- 2.9 **Anti-Discrimination.** Consistent with the policy of OUSD in connection with all work performed under Contracts, CONTRACTOR shall not engage in unlawful discrimination in employment on the basis of actual or perceived race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex or sexual orientation. CONTRACTOR agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and OUSD policy. In addition, CONTRACTOR agrees to require like compliance by all its subcontractor(s).
- 2.9A **Local, Small Local and Small Local Resident Business Enterprise Program (L/SL/SLRBE).** OUSD requires a twenty percent (20%) minimum local participation requirement for all professional service contracts over the informal bidding threshold (Public Contract Code Section 20111). Contractors shall comply with the twenty percent (20%) local business participation requirement at a rate of ten percent (10%) local and 10% small local and/or small local resident business participation. Business entities must be certified by the City of Oakland in order to earn credit toward meeting the twenty percent participation requirement. A copy of the District's S/SL/SLRBE Policy can be obtained from the OUSD website: www.ousd.k12.ca.us
- 2.10 **Limitation of OUSD Liability.** Other than as provided in this Agreement, OUSD's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall OUSD be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
- 2.11 **CONTRACTOR costs or expenses.** OUSD shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for OUSD except as follows:
None, in an amount not to exceed \$0.00.
- 2.12 **Liability of CONTRACTOR to correct unsatisfactory work.** The granting of any payment by OUSD, or the receipt thereof by CONTRACTOR, shall in no way lessen the liability of CONTRACTOR to correct unsatisfactory work, although the unsatisfactory character of that work may not have been apparent or detected at the time a payment was made. Work, which does not conform to the requirements of this Agreement, may be rejected by District and in that case must be replaced by CONTRACTOR without delay.
- 2.13 **Waiver.** No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of the Agreement.
- 2.14 **Submittal of Documents.** CONTRACTOR shall not commence the Work under this Contract until CONTRACTOR has submitted and OUSD has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:
- a) Signed Agreement
 - b) Workers' Compensation Certification
 - c) Insurance Certificates and Endorsements
 - d) Fingerprinting/Criminal Background Investigation Certification (provided with invoice)
 - e) Tuberculosis Clearance – Test Showing Negative Results (provided with invoice)

2.15 **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

2.16 **Changing Legislation.** CONTRACTOR understands that changes in Federal, or state legislation or District policy may impact funding levels, grant requirements, and responsibilities of CONTRACTOR during an academic school year. This MOU may be amended during the 2010-11 fiscal year to reflect additional changes resulting from such legislation.

3. ADMINISTRATION OF MASTER MOU.

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

Contract Administrator	Joel Ross
Department	Procurement
Address	900 High Street
City, State, Zip	Oakland, CA 94601
Phone	510-434-2247

3.2 Notices to CONTRACTOR shall be addressed as indicated:

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

4. AREAS OF AUTHORITY

4.1 **Oakland Unified School District.** The Oakland Unified School District is responsible for fiduciary and programmatic oversight for the expenditure of funds contracted to CONTRACTOR by OUSD for fiscal year 2012-2013.

4.2 **Independent Contractor.** This is not an employment contract. CONTRACTOR, is an independent contractor or business entity, and will be responsible for operations and management of its employees to sufficiently carry out the agreed upon Scope of Work. CONTRACTOR understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of OUSD, and are not entitled to benefits of any kind or nature normally provided or entitled to employees of OUSD, including, but not limited to, State Unemployment Compensation or Worker's Compensation. CONTRACTOR shall assume full responsibility for payment of all Federal, State, and local taxes or contributions necessary to do business in the State of California, including unemployment insurance, social security and income taxes with respect to CONTRACTOR's employees. In the performance of the work herein contemplated, CONTRACTOR is an independent contractor, with the sole authority for controlling and directing the performance of the details of the work, OUSD being interested only in the results obtained.

4.3 **Fiscal oversight and management.** CONTRACTOR shall be responsible for providing oversight, fiscal management, payroll services and technical assistance to its agents, employees or subcontractors. CONTRACTOR may be required to facilitate and collaborate with other service providers as necessary.

4.4 **No Rights in Third Parties.** This agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.

4.5 **Ownership of Documents.** All documents created by CONTRACTOR pursuant to this Agreement, including but not limited to reports, designs, schedules, and other materials prepared, or in the process of being prepared, for the services to be performed by CONTRACTOR, are and shall be at the time of creation and thereafter the property of the OUSD, with all intellectual property rights therein vested in the OUSD at the time of creation. The OUSD shall be entitled to access to and copies of these materials

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

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

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

4.12 **OUSD's Evaluation of CONTRACTOR and CONTRACTOR's Employees and/or Subcontractors.** OUSD may evaluate the CONTRACTOR's work in any way that OUSD is entitled to do so pursuant to applicable law. The OUSD's evaluation may include, without limitation:

- (a) Requesting that OUSD employee(s) evaluate the CONTRACTOR and the CONTRACTOR's employees and subcontractors and each of their performance.
- (b) Announced and unannounced observance of CONTRACTOR, CONTRACTOR's employee(s), and/or subcontractor(s).

5. CONDUCT OF CONTRACTOR.

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

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

5.2 **Maintain background check.** CONTRACTOR certifies that all persons permitted to work on school sites or, may come in contact with children, have been cleared under California law and the Education Code.

5.3 **Maintain clean, safe, and secure program environments** for staff and students in conjunction with OUSD, and following OUSD guidelines. CONTRACTOR, as they view as necessary, will initiate and establish additional cleanliness, safety, and security policies and protocol sufficient to ensure staff, student and family member safety.

5.4 **Comply with the Child Abuse and Neglect Reporting Act (CANRA) guidelines** as Mandated Reporters to report suspicions of possible child abuse to the appropriate reporting agency as stated in California Penal Code § 11164 – 11174.

5.5 **Mandatory participation** in technical assistance, training, orientation, monthly meetings and other support and resource development activities provided by the OUSD and collaborative partners in conducting program planning, implementation, and evaluation as necessary. These may include required regular meetings with the school principal or other identified designee to ensure collaboration with the school vision. Participation in meetings facilitated by OUSD to address program success, areas of concern and for general troubleshooting are also required.

5.6 **Ensure compliance with funding guideline requirements** and follow OUSD policies and procedures. This includes compliance with District staffing requirements and policies including No Child Left Behind and other legislative mandates.

5.7 **Maintain five sets of essential collaborative relationships** to ensure partnerships towards effective program implementation:

- a) Administration, faculty, and staff of OUSD
- b) OUSD central administration departments
- c) Parents/Guardians
- d) Youth
- e) Community organizations and public agencies

6. SCOPE OF WORK.

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

7. INVOICING.

- 7.1 **Updated listing of employees and their respective ATI number.** CONTRACTOR agrees as a condition of payment for services provided, CONTRACTOR will provide a complete updated listing with monthly invoices of all employees, subcontracted agencies, and volunteers, and their respective ATI number as registered with the Dept of Justice/FBI, at the site for which CONTRACTOR is providing services and invoicing OUSD.
- 7.2 **Submission of invoices to OUSD.** CONTRACTOR must submit invoices to OUSD in a format acceptable to OUSD and on a timely and regular basis for services rendered. Invoices must contain the following information: a) the name of the project or school site; b) a daily list of tasks/services performed; c) the hours (or portion of an hour) worked for each task described; and d) and an itemization of any reimbursable expenses, including receipts. All invoices shall be accompanied by the following verification statement signed by the CONTRACTOR:

I personally reviewed this invoice dated _____.

I have ensured that the invoice is correct and that the services and costs were incurred in compliance with all agreements between me and/or my firm and the Oakland Unified School District.

OUSD will not accept invoices submitted more than thirty days beyond the end of each fiscal quarter. No invoices will be accepted more than 30 days past the end of June 30 of the contractual fiscal year. CONTRACTOR must also submit invoices according to specific invoicing deadlines as outlined by OUSD to ensure timely processing. OUSD reserves the right to reject any invoice which does not meet the requirements in this Section 7.2.

- 7.3 **Payment for the Work** shall be made for all undisputed amounts in monthly installment payments within forty-five (45) days after the CONTRACTOR submits an invoice to OUSD for Work actually completed and after OUSD's written approval of the Work, or the portion of the Work for which payment is to be made. . All amounts paid by OUSD shall be subject to audit by OUSD.

8. INDEMNIFICATION

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

9. INSURANCE

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

and bodily injury and property damage liability insurance with combined single limits of not less than \$1,000,000 per occurrence.

- b) **WORKERS COMPENSATION** insurance, as required by the California Labor Code, with not less than the statutory limits.
- c) **PROPERTY AND FIRE** insurance shall provide to protect: Real Property, against risk of direct loss, commonly known as Special Form and Fire Legal Liability, to protect against liability for portions of premises leased or rented; Business Personal Property, to protect on a Broad Form, named peril bases, for all furniture, equipment and supplies of CONTRACTOR. If any District property is leased, rented or borrowed, it shall also be insured the same as real property.

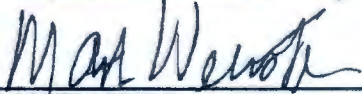
9.2 The above policies of insurance shall be written on forms acceptable to the Risk Manager of the Oakland Unified School District and endorsed to name the Oakland Unified School District, its officers, employees, volunteers or agents, as additional insured. Said Additional Insured endorsement shall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

ADDITIONAL ADDENDUM(S) ATTACHED

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

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

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



CONTRACTOR

Date: 5/27/12



President, Board of Education
Oakland Unified School District

Date: 6/28/12



Secretary, Board of Education
Oakland Unified School District

Date: 6/28/12

Bay Area Community Resources Contract Amounts 2012-2013

rev.4.28.12

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

Bay Area Community Resources Contract Amounts 2012-2013

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

Units of Service for Lead Agency: Bay Area Community Resources

Lead Agency Unit of Service for Elementary/Middle Schools

After School Services include:

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

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

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

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

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

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

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

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

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

Lead Agency Unit of Service for High Schools

Description of Services:

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

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

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

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

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

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

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

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

Lead agency unit of service includes programmatic and operational costs.

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

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

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

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

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

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

Other Specialized Services

Option E: Youth Leadership and Career Exploration

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

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

Option F: Specialized CAHSEE preparation

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

Cost: \$5,720

Option G: Specialized Title 1 Services

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

Cost: \$12,000

Option H: Parent workshops

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

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

Option I: Farmers Market Services

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

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

Option J: Physical Fitness

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

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

Option K: Visual or Performing Arts

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

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

Option L: Health & Nutrition

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

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

BACR Mental Health Services

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

Cost: \$9,000 per year

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

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

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

BACR Summer Programming

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

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

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

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

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

Cost: \$17,400

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

services to promote conflict resolution and positive program climate.

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

Cost: \$21,750

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

2a. School opting to provide a portion of family literacy services with own staffing and resources.

2b. School opting to provide a portion of Equitable Access services with own staffing and resources.

2c. School providing own supplies to support family literacy or equitable access services.

2d. School partnering with other providers to provide a portion of family literacy or equitable access services.



CERTIFICATE OF LIABILITY INSURANCE

OF ID: SG

DATE (MM/DD/YYYY)

07/05/11

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

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

PRODUCER Farallone Pacific Insurance Services, License # 0F84441 859 Diablo Avenue Novato, CA 94947 Peter Schmale	415-493-2600 415-493-2605	CONTACT NAME: Sindy Graham, ext 131 PHONE: 415-493-2500 FAX: 415-493-2505 E-MAIL: sgraham@fp-ins.com ADDRESS: BAYAR-3 PRODUCER CUSTOMER ID: BAYAR-3
INSURED Bay Area Community Resources, Inc. 171 Carlos Drive San Rafael, CA 94903-2005	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Philadelphia Indemnity Ins Co.	NAIC # 32760
	INSURER B: Sparta Insurance Company	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

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

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

CERTIFICATE HOLDER

CANCELLATION

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

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

AUTHORIZED REPRESENTATIVE

Anthony Garcia

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

COMMERCIAL GENERAL LIABILITY

EFFECTIVE: * July 1, 2011 - 2012

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED — CONTROLLING INTEREST

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization

Oakland Unified School District

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

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

EPLS

Excluded Parties List System

**Search Results Excluded By
Firm, Entity, or Vessel : Bay Area Community Resources
as of 17-Jul-2012 8:38 PM EDT**

Your search returned no results.