Board Office Use: Legis	slative File Info.
File ID Number	13-0853
Introduction Date	5/22/13
Enactment Number	13-0828
Enactment Date	5/22/13



Community Schools, Thriving Students

Memo

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)	5/22/13
Subject	Individual Service Agreement Amendment - 1 Bay Area Community Resc San Rafael CA (Contractor, City/State) - Rudsdale Continuation 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 Rudsdale Continuation School for the period of July 1st, 2012 through June 30th, 2013, in an amount not to exceed \$ 12,695.81
Background A one paragraph explanation of why an amendment is needed.	The original Individual Service Agreement is contracting services at the negotiated price, stated in reference Master MOU, approved by the Board of Education on October 24th, 2012. (Enacted number 12-2640) This amendment will increase the current level of services beyond the initial plan as stated in the original contract for Option C. The agency will provide additional staffing hours to allow after school program to support programming around student leadership, restorative justice, family engagement, and athletics.
Discussion One paragraph summary of the amended scope of work.	Approval by the Board of Education of Amendment No. 1 of the individual Service Agreement to the Master Memorandum of Understanding between Oakland Unified School District and Bay Area Community Resources of San Rafael, CA, for the latter to provide additional staff hours to support the stated activities using Menu of Service Options R: Equitable Access Services and J: Physical Fitness at Rudsdale Continuation School for the period of July 1, 2012 through June 30, 2013 in the amount of \$12,695.81 increasing the agreement from \$162,819 and not to exceed the amount of \$175,514.81. All other terms and conditions remain in full force and effect.
Recommendation	Approval by the Governing Board of the amendment to the Individual Service  Agreement between the District and Bay Area Community Resources  Services to be primarily provided to Rudsdale Continuation School for the period of July 1st, 2012 through June 30th, 2013, in an amount not to exceed \$ 12,695.81
Fiscal Impact	Funding resource name (please spell out) 21st CCLC Core, Family Literacy, and Equitable Accessnot to exceed \$12,695.81
Attachments	Individual Service Agreement Amendment

Copy of original Individual Service Agreement

Board Office Use: Legi	slative File Info.
File ID Number	13-0853
Introduction Date	5/22/13
<b>Enactment Number</b>	
Enactment Date	



Community Schools, Thriving Students

# INDIVIDUAL SERVICE AGREEMENT (ISA) AMENDMENT NO. 1 AGREEMENT TO PURCHASE ADDITIONAL SERVICES UNDER A MASTER MEMORANDUM OF UNDERSTANDING

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		n		/ 1st	_, 20 <u>1</u> 2	2_, and the partic	es agree	to amend that	Agreei	ment as	follows:
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VENDOR				ay Area Com		Resources		LEGISTAR FILE	ENACT	MENT #	12-1652
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# Individual Service Agreement (ISA) <u>Amendment</u> Routing Form

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SITE /DEPT I	NAME	Rudsdal	e Continu	ation High Sc	hool			S	TE#	352	
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				P1303089		like to purchase additional days or hours of the same type of service purchased with the original ISA.					
Origin	nal ISA Ami	ount	\$ 178,35	9.00		Purchase additional type of service. In addition to the services					
Amend	ded ISA Am	nount	\$ 12,695	81		contracted for in the original ISA, I would like to purchase another type of service from this vendor.					
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Board Office Use: Le	
File ID Number	12-2686
Introduction Date	10-29-12
Enactment Number	12-2640
Enactment Date	10/24/12



Community Schools, Thriving Students

### Memo

From

Board of Education

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)

Subject

October 24, 2012

Individual Service Agreement - Master Memorandum of Understanding - Bay Area Community Resources (contractor) - 352/Rudsdale Continuation High School (site)

Action Requested

Approval of the Individual Service Agreement to the Master Memorandum of Understanding between District and Bay Area Community Resources, for services to be provided primarily to 352/Rudsdale Continuation High 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 (MMOU) between the District and Bay Area Community Resources, San Rafael, CA, for the latter to provide its Menu Option C-Lead Agency Unit for Arts, Recreation, Leadership and Family Literary activities in its capacity as a Comprehensive After School Program Lead Agency at Rudsdale Continuation High School for the period of July 1, 2012 through August 31, 2013, in an amount not to exceed \$178,359.00, pursuant to the terms and conditions as specified in the MMOU.

Recommendation

Approval by the Board of Education of an Individual Service Agreement to the Master Memorandum of Understanding 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 Rudsdale Continuation High School for the period July 1, 2012 through August 31, 2013.

Fiscal Impact

Funding resource name (please spell out) 4124/21st Century High School After School Safety and Enrichment for Teens (ASSETs) Grant: \$145,638.00 - Core, \$15,539.00 Equitable Access, and \$17,182.00 Family Literacy funding for a total amount not to exceed \$178,359.00.

**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	12-2686				
Introduction Date	10-14-12				
Enactment Number	12-2640				
Enactment Date	10/24/12				



Community Schools, Thriving Students INDIVIDUAL SERVICE AGREEMENT (ISA) 2012-2013 **MASTER MOU INFORMATION** VENDOR NAME Bay Area Community Resources **VENDOR#** 1001628 **ENACTMENT#** Rusdale Continuation 352 SITE / DEPT NAME SITE# OUSD STAFF CONTACT - EMAILS ABOUT THIS CONTRACT SHOULD BE SENT TO: Willie.Thompson@ousd.k12.ca.us ORDER MENU OF SERVICES (EXHIBIT A OF MASTER MOU) - SELECT DESIRED SERVICE SERVICE AND UNIT OF SERVICE (SEE EXHIBIT GRADE RATE PER DESIRED AMOUNT A OF MASTER MOU FOR A FULL DESCRIPTION OF SCOPE OF (DESIRED UNITS TIMES LEVEL(S) UNIT UNITS WORK AND MENU OF SERVICES) RATE PER UNIT) SERVED C-Lead Agency Cost for Small High School \$ 178,359 9-12 \$156,000 1.14 \$ \$ \$ \$ TOTAL AMOUNT | \$ 178,359.00 IF FEE DOES NOT EQUAL RATE PER UNIT MULTIPLED BY DESIRED UNITS, EXPLAIN REASON FOR ALTERED RATE: Desired units are higher because lead agency is providing Family Literacy and Equitable access services. B0305762, R0305766, R0305867 **BUDGET INFORMATION** REQUISITION NUMBER START DATE 07/01/2012 END DATE 08/31/2013 RESOURCE # RESOURCE NAME ORG KEY AMOUNT 4124 3521862401-5825 21st CCLC-Core \$145,638 4124 21st CCLC-FamLit 3521863401-5825 \$17,182 4124 3521864401-5825 \$ 15.539 21st CCLC-EA 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 SIGNATURE DATE **OUSD SITE** WILLIE THOMPSON PRINCIPAL TITLE **ADMINISTRATOR** SIGNATURE DATE APPROVAL IF USING FUNDS REVIEWED BY STATE AND FEDERAL PROGRAMS OR Quality Community School Development SPSA ACTION ITEM NUMBER: SPSA MODIFICATION DOCUMENTATION ATTACHED RESOURCE MANAGER, if using funds managed by: ☐ State and Federal ☐ Quality Community School Development ☑ After School Programs 9-26-12 SIGNATURE DATE SIGNATURE DATE NETWORK OR DEPARTMENT EXECUTIVE aumi DATE PRESIDENT AND THE SECRETARY OF THE BOARD OF EDUCATION DATE SIGNATURE SIGNATURE DATE

## OUSD After School Programs funded by 21<sup>st</sup> Century Community Learning Center grant

Century Community Learning Center grant
CLC After School Program Plan High Schools 2012 - 2013
Date: 5/24/2012
Lead Agency Signature:
at this time): Laureate B. Gholar III
e Curriculum lathematics (STEM)  Approaches  udent Engagement)

	school  Credit Recovery: Concurrent Enrollment to local community Colleges	concurrent enrolment will allow students to recover credit outside of the normal classrooms	<ul> <li>Students who need credit recovery opportunities will be referred by the counselor</li> </ul>
Satisfactory School Day Attendance: How many more Oakland children are attending school 95% or more?	ASP will provide individualized academic support, academic mentoring by creating a healthy, safe and diverse program. ASP will assist students in developing a love for learning; support their efforts in achieving their academic and career goals.	A well-rounded ASP that meets academic and social-emotional needs of students will result in students' increase in attendance of the school.     85% of students participating in ASP will increase attendance.	Run attendance reports every month through youth services (Cityspan) and Aeries to check the stability of our attendance
Job Skills/Career readiness: How many more students have meaningful internships and/or paying jobs?	ASP provides students with an internship that offers H.S. and college credits:     Quarter 1: 2x week class offering job and career readiness; leadership; life and organizational skills     Quarter 2: Placements of students begin to career/ job training opportunities     Quarter 3: Continue supporting students with their placements. Goal of Quarter 3 is student retention, and successful transition to summer jobs and career training opportunities.	20 students will successfully complete the job and career readiness program.     20 students will be exposed to the world of work and careers by taking field trips to a variety of schools, training centers, and business and by participating in career fairs     20 students will be matched with internships, externships, jobs or apprenticeship programs; these student interns will exhibit leadership roles     10 Seniors will have enrolled into Community colleges or Vocational pathways as a result of exposure	<ul> <li>20 students will be matched with internships and/or job placements. These student interns will exhibit leadership roles</li> <li>10 Seniors will have enrolled into Community colleges or Vocational pathways.</li> </ul>
Health and Well-being: How many more Oakland children	All students participating in AS P will access a variety of opportunities	100% Students engaged in ASP will gain access to social emotional support	Referral services to EBAC

#### SECTION 5: ATTENDANCE, PROGRAM DATES, AND PROGRAM SCHEDULE

In order to remain in compliance and meet minimum funding requirements, the after school program must commence immediately upon the conclusion of the regular day and operate at least until 6pm on every regular school day for elementary and middle schools. (EC 8483)

High school programs are required to operate a minimum of 15 hours per week.

Required # of Program Days your program will operate during School Year 2012-2013: 180 (reminder: there should be a sufficient number of program days offered weekly to fulfill the required 15 hours/week of program)

Projected Daily Attendance during School Year 2012-2013:

100

#### Program Schedule

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

#### See Attached

#### SECTION 6: Academics

Your site should plan to offer a range of academic supports and MUST include:

1) CAHSEE Prep 2) Credit Recovery 3) Tutoring

Other possible supports may include computer lab, STEM Programs, Academic Intervention, project-based learning, and coordination with SES tutoring.

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

	Target Popula- tion	Academic Support (choose one)	CSSSP goal(s) or school need supported by activity	Measurable Outcomes	Description of program/activity	Instructional Strategies
1	CAHSEE Prep	☐ Homework Support ☐ Tutoring ☐ Skill Building ☐ Academic Intervention ☐ Credit Recovery ☐X CAHSEE Prep ☐ Other	Rudsdale has a     13.2% CAHSEE     pass rate and a     graduation rate of     34.8 % compared     with the district's     rate of 55% and	Increase by 15% the number of African-American Males and Latino Males who pass CAHSEE on the first attempt (HS only)	Identify 12 <sup>th</sup> graders who have not passed CAHSEE after multiple attempts  Target Population, Quarter 1: Identify 12 <sup>th</sup> graders who	CAHSEE     Revolution     Prep plus direct     tutoring on test     taking     strategies and     Cahsee Math     and English

		☐ CAHSEE Prep☐ Other	to the district's 42%; and 0% are proficient.  Use 21 <sup>st</sup> Century grant to extend the school day, with before and school programs	at least two grades below grade level in reading		Instructional Curriculum.
4	History	☐ Homework Support ☐ Tutoring ☐ Skill Building ☐X Academic Intervention ☐X Credit Recovery ☐ CAHSEE Prep ☐ Other	<ul> <li>98% of students that enrolled in Rudsdale are deficient in credits</li> <li>Use 21<sup>st</sup> Century grant to extend the school day, with before and school programs</li> </ul>	Address the 95% of students that enroll into Rudsdale that are credit deficient.     Increase the support and assistance with seniors	All students enrolled in 5 <sup>th</sup> period afternoon program will receive intervention led by certificated staff	Small group, sessions with Credentialed Staff; Core Subject Instructional Curriculum.
5	Math	☐ Homework Support ☐ Tutoring ☐ Skill Building ☐X Academic Intervention ☐X Credit Recovery ☐ CAHSEE Prep ☐ Other	Based on CST data 0% of students are proficient in math and less than 10% are proficient in Science Use 21st Century grant to extend the school day, with before and school programs	Reach 85% of students participating in ASP and provide remedial math support	All students enrolled in 5 <sup>th</sup> period afternoon program will receive intervention led by certificated staff	Small group, sessions with  Credentialed Staff  Core Subject Instructional Curriculum.

					- 10 Seniors will have enrolled into Community colleges or Vocational pathways
Raza Studies	☐ Student Identified ☐ School Identified ☐ Parent Identified ☐ Other (specify)	Focuses on self identity, responsibility, and accountability as a person.  Focuses on oppression, community development, institutionalize racism and student empowerment  Supports cultural responsiveness of emotional and community safety	Facilitator provides students with curriculum that is meaningful and challenging to them.  Challenge students with tangible projects  Studies assignments through historical films narrative film segments  Field Trips and Projects around community base learning	☐ Social Skills/Conflict Res. ☐X Leadership ☐ Academic (specify) ☐ Internships/Linked Learning ☐X 21 <sup>st</sup> Century skills ☐ Health/Fitness	15 students will successfully engage in Raza studies and as a result, they will have:  - Understanding and analysis of self and cultural identity  -Historical appreciation for community and fellowship  -Complete a community service project
Physical Education	☐ XStudent Identified ☐X School Identified ☐ Parent Identified ☐ Other (specify)	Meets OUSD elective requirement Supports physical needs for our youth. Provides a safe, positive, and emotional support system surrounding athletic activities.	Students will participate in organized games, activities, and competitive leagues.  Students will learn the importance of team work, conflict resolution skills, and sportsmanship ethics  These include, but are not limited to basketball, soccer, flag football, ice	□X Social Skills/Conflict Res. □ Leadership □ Academic (specify) □ Internships/Linked Learning □X 21 <sup>st</sup> Century skills □X Health/Fitness □ Other (specify)	-30 students will: Increase their sense of school pride.  -Build a positive community around the campus and have positive peer relations  -Students will be exposed to new athletic and positive sports

		Provides a safe and fun work environment	food for campus events  Class will prepare a dinner for parents as a final product		exposure 15 students will experience positive peer relations and connection to a caring adult.
Cosmetolog	□X Student Identified □XSchool Identified □ Parent Identified □ Other (specify)	<ul> <li>Fulfills graduation requirements.</li> <li>Exposes students to a career in the beauty industry.</li> <li>All students are prepared to succeed in further education and workplace.</li> </ul>	- 15 Students will be trained in theory and basic esthetician practices taught in traditional cosmetology licensing schools, focusing on hair, nails, and make-up.  - Class will conduct facials, manicures, and pedicures for parents as a final product.	□ Social Skills/Conflict Res. □ Leadership □ Academic (specify) □ X Internships/Linked Learning □ X 21 <sup>st</sup> Century skills □ Health/Fitness □ Other (specify)	- 15 students will experience: positive peer interactions and a connection to a caring adult.  - 15 students will experience career exploration and will have a higher sense of efficacy and a higher selfesteem and confidence  - 15 students will improve their attendance as a result of direct involvement with cosmetology
Young Women's Group	□X Student Identified □XSchool Identified □ Parent Identified □ Other (specify)	Supports cultural, emotional, and safety needs for women.  Freedom for safe and positive expression through creative arts	10 Students will participate in a women's circle group.  10 Students will learn to express themselves in a safe controlled space  10 Students will address individual	☐ XSocial Skills/Conflict Res. ☐X Leadership ☐ Academic (specify) ☐ Internships/Linked Learning ☐X 21 <sup>st</sup> Century skills ☐ Health/Fitness ☐ Other (specify)	10 Students will learn and grown in an emotionally safe and fun environment  10 Students will experience increased student empowerment

	individual and cultural identities and as a result they will most likely become allies of each other	
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#### SECTION 8: FAMILY ENGAGEMENT / FAMILY LITERACY

ownership of their

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

Family literacy is a required component of all 21<sup>st</sup> Century after school programs. Family literacy services support the educational

goals of adult family members, connect them to resources and services, and increase their ability to support their student's learning and development. All high school programs will fund a Parent Liaison position to support family literacy programming. CSSSP goal(s) or school Brief Description Measurable Outcome Type of Activity Alignment with school day need supported by family engagement / family literacy efforts or resources activity Reach out to parents and Parents and students are Have more parent or Parents will be offered Back to school begin recruiting for invited to an evening of caregiver involvement in multiple faucets of night, and Internship Program meet and greet with our students lives. Goal is resources. Quarterly Student teachers, site coordinator, to partner with 20 parents Parents will be introduced and Guardian on a consistent basis. Welcome and bring-in and principal to parent liaison Orientations students and their families Parents will be informed to the Rudsdale A Rudsdale and ASP of schools expectations of community; explain rules of program handbook will be students and will be the schools and benefits to distributed as well as the better prepared to the school school's Bell schedule and support student success ASP schedule and Calendar of Events and Activities. - Parent Liaison will work with Panther Pride Monthly student awards Each month all teachers Student recognition (both asp and school day) families to further the positive Awards will be carried out on Being honored in front will nominate and effect on their students and of other peers will Friday mornings. collectively nominate 6 help support student stav Parents will be invited increase attendance. students of the month for motivated and on task to attend: parent liaison respect amongst peers, different categories (vet to empowerment, and will coordinate all these

events.

be determined)

continuation is on a trimester system (12 week cycle). At the conclusion of each cycle we will have a mandatory student and parents/guardian orientations.

- 2. Parent Liaison will put together one, school-wide Life After High School Fair that will specifically focus on Seniors. Parent Liaison will connect to parents/guardians regarding college, career and job readiness opportunities for their graduating students. This fair will take place in October and the effort will receive school-wide support, as it will be planned in collaboration with school staff.
- 3. Parent Liaison will coordinate Back to School Night and ASP's Rudsdale Panther's Open House in order to reach maximum parent engagement.
- 4. Parent Liaison will link up with the office of Family and Community Engagement, Raquel Jimenez to access curriculum and support for carrying out workshops for parents throughout the year. The workshops will be selected depending on the needs and interests of parents. Judging from past experiences, parents tend to favor workshops on the following topics: parent/student communication; financial literacy; gangs, and street drugs; economic development opportunities.
- 5. Parent Liaison will be in constant communication with the parents/guardians of the students participating in the ASP's internship program. All student interns will need to bring their parent/guardians to an initial orientation; by partnering with parents/guardians we will increase student retention and completion rates of internships.
- 6. Parent Liaison will connect families with resources. These include but are not limited to: EARN's Children's Education Accounts; Workforce Re-entry programs, Food Bank, Housing, and Health services.

#### SECTION 9: Chronic Absence Action Plan

Improving school day attendance for all students and reducing chronic absenteeism is one of the key OUSD strategic goals. The district goal is that all students will attend school at least 95% of the required school days or more, thereby achieving satisfactory 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 attendance by doing things like celebrating good attendance, informing parents about the importance of attendance, uncovering what challenges students/families are facing that cause them to miss school, regularly monitoring student attendance data, contacting families to let them know their child was missed at school, etc., in addition to providing meaningful after school learning experiences that help keep students engaged and coming.

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

**Strategies to Support Attendance** 

**Action Steps** 

2012-13 After Schoo	Enrollment Policy f	or.	Rudsdale Continuation	School
---------------------	---------------------	-----	-----------------------	--------

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

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

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

Target Population(s)	Specific Data to Inform Selection of Program Participants	(High School Only) Indicate if participation is Optional or Mandatory for each target population
Students in danger of dropping out	Students who are transferred from Betty McGee: these students will automatically enroll in ASP	Mandatory
Support students who are on track for graduation	Through transcript literacy ASP staff in coordination with school day staff will be able to identify students who are not on track to graduate and will identify need for referrals in: credit recovery, Cahsee Prep and academic acceleration	Mandatory
At Risk Youth	Work Readiness/Internship coordinator will work with these students one-on-one to support their social-emotional and academic development.	Optional

Grade levels	prioritized	for	programming:	9-12
--------------	-------------	-----	--------------	------

Note: The ASES and 21<sup>st</sup> CCLC grants require that programs are open to all students of the school, if space remains after outreach is done to targeted students.

#### Additional Notes:

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

**School Support for Program Recruitment** 

Describe how the school will support after school program recruitment efforts. Specify how school staff will help promote the after school program, refer students, and communicate with families about program opportunities:

- 1. Site Coordinator, the site team (ASP and Certificated staff) and the school counselor will create plan to recruit and match students with Afternoon classes or ASP opportunities. This may include doing joint school and ASP registration.
- 2. Student ASP registration packet with ASP schedule will be included in school enrollment packet. Students will enroll in school and ASP at the same time.
- 3. Teachers will be knowledgeable of ASP offerings and will refer parents/guardians and /or assign students to them.

Principal Signature:

Lead Agency Signature:

#### After School Safety and Emergency Planning for 2012-13

After School Safety and Emergency Planning
<ul> <li>A) Will the site have an Emergency Plan that incorporates the After School Program?</li> <li>X□ Yes □ No</li> </ul>
If no, explain after school plans to ensure student and staff safety should an incident of violence or other crisis/emergency 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 procedures and communication protocols for crisis response.  ASP site coordinator will carry out site staff orientation at the beginning of the school year and will cover all protocols, policies and procedures pertaining to safety.  C) Principal and Site Coordinator have reviewed the OUSD After School Emergency/Crisis 1st Level Response Notification Protocol.  XD Yes D No
Facility Keys
Facility Keys  Will the After School Program have access to facility keys for all areas where after school programming occurs?  X□ Yes □ No
Will the After School Program have access to facility keys for all areas where after school programming occurs?
Will the After School Program have access to facility keys for all areas where after school programming occurs?  X□ Yes □ No  If no, indicate how the school campus will be secured if crisis should occur during after school hours and if lockdown is necessary:
Will the After School Program have access to facility keys for all areas where after school programming occurs?  X□ Yes □ No  If no, indicate how the school campus will be secured if crisis should occur during after school hours and if lockdown is necessary:  SSO Staffing: (check one)  Site has a school day SSO who can accommodate after school related work as part of their regular salary.
Will the After School Program have access to facility keys for all areas where after school programming occurs?  X□ Yes □ No  If no, indicate how the school campus will be secured if crisis should occur during after school hours and if lockdown is necessary:  SSO Staffing: (check one)  □ Site has a school day SSO who can accommodate after school related work as part of their regular salary.  □ Site will pay Extended time/Over time (ET/OT) to accommodate an after school SSO.
Will the After School Program have access to facility keys for all areas where after school programming occurs?  X□ Yes □ No  If no, indicate how the school campus will be secured if crisis should occur during after school hours and if lockdown is necessary:  SSO Staffing: (check one)  Site has a school day SSO who can accommodate after school related work as part of their regular salary.

HIGH SCI		And the second								
	Rudsdale Continuation	Court to visit to	CLC Core		.C Equitable Access	21CCLC Fa	mily Literacy	Program Fees (il applicable)		Other Lea Agency Fund
Site #:		Resource 421/		Resource 412			124, Program			
	of students to be served daily (ADA): 100 STAFF NAME				Lead Agency			Lead Agency		Lead Agenc
	TOTAL GRANT AWARD COSTS: INDIRECT, ADMIN, EVAL, PD,	\$180	000	\$25	5,000	\$20	000,	\$0	\$0	\$0
	IL, SUPPLIES							**********		and the same of the same of the same
	OUSD Indirect (4.25%)	\$7,338	<b></b>	\$1,019	<b>*********</b>	\$815	<b></b>			<b></b>
	OUSD ASPO admin, evaluation, and training/technical assistance costs	\$11,296	******** <b>!</b>	\$1,569	<b></b>	\$1,255	<b>**********</b>			<b>.</b>
	Custodial Staffing	\$5,922	<b>********</b>	\$823		\$658				<b>.</b>
	Custodial Supplies	\$807		\$112		\$90				
No.	NOTE ALLOCATION									
	TOTAL SITE ALLOCATION	\$154.	637	\$21	,477	\$17	.182		7 U.V.S.	
	ATED PERSONNEL		*************		***************************************			***************************************		
1120	Academic Liaison REQUIRED Certificated Teacher Extended Contracts (10 hours		<b></b>	\$0	<b>*********</b>	\$0			\$0	
1120	per week, 38 weeks @ \$23.19)	\$0	<b>*******</b> _	\$0		\$0	<b></b>		\$8,812	
1120	Certificated Teacher - Credit Recovery - English I		<b>*******</b> L		<b></b>		x			
1120	Certificated Teacher - Credit Recovery - Algebra !		<b></b>		<b>*******</b>		<b></b>			
			<b>*******</b>  -		<b>********</b>					
			<b></b>		<b>********</b>		x		\$0	<b></b>
	Total certificated	\$0	····	\$0	*************	\$0	·····	***********	\$8,812	***************************************
	D PERSONNEL									
	Site Coordinator (list here, if district employee)	67.500	*********		***************************************		***************************************	************	\$0	\$
2220	SSO Work/Internship Readiness Coordinator (list here, if	\$7,500	₩₩-		<del>************</del>		********	********	\$0	<del>*************************************</del>
	district employee)		<b>******</b>		<b>*******</b>		<b></b>			
			····		************		**************************************	***************************************	-	**************************************
	Total classified	\$0		-						-
		\$7,500	\$0	\$0	\$0	\$0	\$0	70.5	\$0	\$
BENEFITS			************		***************************************		***************************************			
3000's	Employee Benefits for Additional Time (20% of total salanes paid as extended contracts or overtime)	\$1,500	*********				<b>*********</b>		\$1,762	
		01,000	*********						01,702	××××××××××××××××××××××××××××××××××××××
3000's	Employee Benefits for Salared Employees (40%) Lead Agency benefits (rate: 25 %)		*********			<b>***********</b>	***************************************		***********	
30005	Total benefits	\$1,500	\$0	\$0		\$0	\$0		\$1,762	\$
OOKS A	ND SUPPLIES	01,000							31,102	
	Supplies (DUSD only, except for Summer				<b>**********</b>		·			
4310	Supplemental)		<b>******</b>					-	\$0	S S
5829	Curroulum (OUSD only) Field Trips, Events, Incentives		***********		\$1,161		\$4,366		\$0 \$0	\$
	Equipment (OUSD only)						\$4,366		\$0	5
	Communications				\$1,200	1	*************		\$17	
	Travel		\$150		21,200					
	Training				\$300					
	Total books and supplies	SU	\$150	\$0		\$0	\$4,366		\$0	q

5825	Site Coordinator (38,000 x .25%)	Geral Lowe		\$47,500									
5825	Porfessional Development Coach and Trainer (15,863 x 25%=\$19,829)			\$16,476						\$3,353			
5825	Work/Internship Readiness Coordinator (20 hrs/week x 38 wks@ \$20/hr x .25%)	Racheal Carlston		\$19,000									
5825	Youth Internship Stipends (\$400 x 20 students= 8,000)						\$8,000						
5825	Going Green- MBC Construction (Bruce Cox, Consultant; 2x week, 38 weeks)	Bruce Cox		\$8,000									
5825	Urban Arts Instructor Sub Contractor, \$8751.00 plus \$1500 supplies)	Attitudinal Healing Connection		\$10,251									
5825	La Raza Studies (\$25x8 hrsx38 weeksx.25%)	TBD		\$9,500									
5825	Cosmetology Instructor (\$18/hr x 5 hrs/wk x 37 wks x .25% plus \$800 supplies)	Bianca Johnson		\$4,963									
5825	Parent Liaison (8 hrs./week @ \$20/hrx38weeks= \$6,080x .25%)	Racheal Cariston and TBD								\$7,600			
5825	Brothers on The Rise (Youth Worker Training & Placement)	Racheal Cariston					\$4,000						
5825	Culinary Arts (\$20/hr x6 hrs.x 38 weeks = .25% and \$1,000 supplies)	Racheal Cariston		\$6,700									
5825	Life Skills and Young Men's Group Instructor (10 hrs./week @ \$20/hr x 38 weeks)	TBD		\$0,750								\$9,500	
5825	Sports and Recreation Coach (\$20/hr x 15 hrs per week; 38 wks x .25%)	Alfred Dyer							,			\$14,250	
5825	Academic Mentor (Alessandra; \$25/hr x 5 hrs/week x 38wks + 25%)	Alessandra Cabera				\$5,938							
5825	TBD			\$17,962			\$162			\$1,290			
	Total services		\$0	\$140,352		\$5,938	\$12,162	-	\$0	\$12,243	\$0	\$23,750	
-KIND E	DIRECT SERVICES									*************			
	Laney College		<b>**********</b>	<b>********</b>	₩	<b>.</b>	*********			************		\$0	\$12.0
	Professional Development for Line Staff		<b></b>	<u></u>		******** <b>*</b>	*******			<b>********</b>		\$0	\$2,0
	EBAC (East Bay Agency for Children)		<b></b>	<b>********</b>		******	*******			<b>********</b>			\$12,0
				<b></b>	$-\infty$	<b>******</b>	*******			<b>*******</b>			
	Total value of in-kind direct services			<b>******</b>	- 💥					<b></b>			
The same					1000	*********	************	æ			\$0	\$0	\$26,
EAD A	GENCY ADMINISTRATIVE COSTS	This to the commence	********		- 1	********							
	Lead Agency admin (4% max of total contracted \$)		***********	\$5,155	-		\$716			\$573			
UBTOT	Subtotals DIRECT SERVICE				ig books					ج حربيدات			لمجاليتك
	Subtotals Admin/Indirect		\$12,518 \$21,845	\$140,502 \$5,136		\$6,427 \$3,034	\$14,823 \$716		\$391 \$2,427	\$16,609 \$573	\$0	\$34,324	\$26,0
OTALS			\$21,845	\$5,136	CIE	\$3,034	\$/16	7 11	\$2,427	\$5/3	\$0	*****************	
0-17EQ	Total budgeted per column		\$34,363	\$145,638		\$9,461	\$15,539		\$2,818	\$17,182	\$0	\$34,324	\$26.0
	Total BUDGETED		\$180		100	\$25,0		100			\$0	\$34,324	\$26,000
	BALANCE remaining to allocate		\$1			\$0			\$0				
	TOTAL GRANT AWARDIALLOCATION TO SITE	· · · · · · · · · · · · · · · · · · ·	\$180			\$25,0			\$20,0				

11/1/1/1	

STUDENT NAME:

RUDSDALE ACADEMY 2157 CENTURY AFTER-SCHOOL PROGRAM SCHEDI	JLE, 2012-2013
-----------------------------------------------------------	----------------

	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
第0 Period 第 8:12am – 8:53am free Breakfast served at 8am)	Tone's Youth Group Cyber High		Tone's Youth Group Cyber High		Tone's Youth Group Cyber High
Many Aug.				han a second	
5 <sup>th</sup> Period 1:17pm-2:02pm	Academic Enrichment Period English 3&4 CAHSEE Math History Science (OUSD Teachers)	Academic Enrichment Period English 3&4 CAHSEE Math History Science (OUSD Teachers)	Leadership Group Cyber High Internship	Academic Enrichment Period English 3&4 CAHSEE Math History Science (OUSD Teachers)	Academic Enrichment Perio English 3&4 CAHSEE Math History Science (OUSD Teachers)
6 <sup>th</sup> PERIOD ENRICHMENT BLOCK MTThF-2:00pm-3:10pm W = 1:00pm-3:10pm	Cyber High CAHSEE Revolution	Cyber High CAHSEE Revolution	Leadership Cyber High Tutoring Senior Projects Internship	Cyber High CAHSEE Revolution	Cyber High CAHSEE Revolution
	PE: Team Games	PE: Team Games	Leadership Cyber High Tutoring Senior Projects Internship	PE: Team Games	PE: Teams Games
	Urban Art	Life Skills Women	Leadership Cyber High Tutoring Senior Projects Internship	Life Skills Women	Urban Art
	Effective Communication East Bay Agency for Children Team	Life Skills Men	Leadership Cyber High Tutoring Senior Projects Internship	Life Skills Men	Effective Communication East Bay Agency for Children Team
	Life Skills Men	Raza Studies	Leadership Cyber High Tutoring Senior Projects Internship	Raza Studies	Life Skills Men
	Internship  Building Intentional Communities	Culinary Arts	Leadership Cyber High Tutoring Senior Projects Internship	Culinary Arts	Internship Building Intentional Communities
7 PERIOD 3:10pm-4:10pm	Senior Project/College Readiness/Support Lab Cyber High Sports Teams Study Hall	Senior Project/College Readiness/Support Lab Cyber High	Leadership Cyber High Tutoring Senior Projects Internship COSMETOLOGY	Senior Project/College Readiness/Support Lab Cyber High	Senior Project/College Readiness/Support Lab Cyber High Sports Teams Study Hall COSMETOLOGY (3:10-5:00)

egislative File Info.
12-1418
6-27-12
12-1652
6/27/12



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

TO:

Board of Education

FROM:

Dr. Anthony Smith, Ph.D., Superintendent

SUBJECT:

Master Memorandum of Understanding between OUSD and Bay Area

Community Resources

#### **ACTION REQUESTED**

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

#### BACKGROUND

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

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

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#### **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 21<sup>st</sup> Century grants.

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

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

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

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

#### FISCAL IMPACT

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



#### **RECOMMENDATION**

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

**ATTACHMENTS:** Master MOU

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



Community Schools, Thriving Students

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

#### 1. INTENT

1.1 Intent of this Memorandum of Understanding. This Memorandum of Understanding (hereinafter "MOU") establishes the Oakland Unified School District's (hereinafter "OUSD") intent to establish a 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.

#### **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

Master MOU for 2012-2013

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

- employee, representative or agent from the OUSD school site and, or property, CONTRACTOR shall immediately upon receiving notice from OUSD of such desire, cause the removal of such person or persons.
- 4.12 OUSD's Evaluation of CONTRACTOR. and CONTRACTOR's Employees and/or Subcontractors. OUSD may evaluate the CONTRACTOR's work in any way that OUSD is entitled to do so pursuant to applicable law. The OUSD's evaluation may include, without limitation:
  - (a) Requesting that OUSD employee(s) evaluate the CONTRACTOR and the CONTRACTOR's employees and subcontractors and each of their performance.
  - (b) Announced and unannounced observance of CONTRACTOR, CONTRACTOR's employee(s), and/or subcontractor(s).

#### 5. CONDUCT OF CONTRACTOR.

- 5.1 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:
  - The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals: Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, verifies that this vendor does not appear on the Excluded Parties List. (https://www.epls.gov/epls/search.do)
- 5.2 **Maintain background check.** CONTRACTOR certifies that all persons permitted to work on school sites or, may come in contact with children, have been cleared under California law and the Education Code.
- 5.3 Maintain clean, safe, and secure program environments for staff and students in conjunction with OUSD, and following OUSD guidelines. CONTRACTOR, as they view as necessary, will initiate and establish additional cleanliness, safety, and security policies and protocol sufficient to ensure staff, student and family member safety.
- 5.4 Comply with the Child Abuse and Neglect Reporting Act (CANRA) guidelines as Mandated Reporters to report suspicions of possible child abuse to the appropriate reporting agency as stated in California Penal Code § 11164 11174.
- 5.5 Mandatory participation in technical assistance, training, orientation, monthly meetings and other support and resource development activities provided by the OUSD and collaborative partners in conducting program planning, implementation, and evaluation as necessary. These may include required regular meetings with the school principal or other identified designee to ensure collaboration with the school vision. Participation in meetings facilitated by OUSD to address program success, areas of concern and for general troubleshooting are also required.
- 5.6 **Ensure compliance with funding guideline requirements** and follow OUSD policies and procedures. This includes compliance with District staffing requirements and policies including No Child Left Behind and other legislative mandates.
- 5.7 **Maintain five sets of essential collaborative relationships** to ensure partnerships towards effective program implementation:
  - a) Administration, faculty, and staff of OUSD
  - b) OUSD central administration departments
  - c) Parents/Guardians
  - d) Youth
  - e) Community organizations and public agencies

#### 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	t and that the services and costs were incu

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 "A/VII" in Best Insurance Rating Guide, the following policies of insurance:
  - a) COMMERCIAL GENERAL LIABILITY insurance which shall include contractual, products and completed operations, corporal punishment and sexual misconduct and harassment coverage.

- and bodily injury and property damage liability insurance with combined single limits of not less than \$1,000,000 per occurrence.
- b) WORKERS COMPENSATION insurance, as required by the California Labor Code, with not less than the statutory limits.
- c) PROPERTY AND FIRE insurance shall provide to protect: Real Property, against risk of direct loss, commonly known as Special Form and Fire Legal Liability, to protect against liability for portions of premises leased or rented; Business Personal Property, to protect on a Broad Form, named perll 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.

*******	VAL ADDENDEM(S) ATTACHED	ditions apply
* 1	s box is checked, additional terms and con	ditions apply.)
Yes	No	
	ASES PROGRAM GRANT (Elem	entary / Middle)
	☐ 21" CCLC ASSET GRANT (High	School)
	☐ FIELDTRIPS ONLY	
	spective institutions or organizations, we	hereby execute this Memorandum of
Understanding.	TRACTOR	Date: 5/11/2012
Pres	dent, Board of Education	Date: 6/28/12
	etary, Board of Education	Date: <u>    28   12     12   12   12   12   12  </u>
	and Unified School District	

## 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

#### 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 21<sup>st</sup> 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 21<sup>st</sup> Century grant compliance, integration of extended day model and alignment with school day, program quality, operational and fiscal oversight.

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

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

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

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

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

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

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

Lead agency unit of service includes programmatic and operational costs.

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

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

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

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

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

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

#### Other Specialized Services

#### Option E: Youth Leadership and Career Exploration

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

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

#### Option F: Specialized CAHSEE preparation

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

Cost: \$5,720

#### Option G: Specialized Title 1 Services

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

Cost: \$12,000

#### Option H: Parent workshops

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

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

#### **Option I: Farmers Market Services**

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

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

#### **Option J: Physical Fitness**

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

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

#### Option K: Visual or Performing Arts

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

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

Option L: Health & Nutrition

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

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

#### **BACR Mental Health Services**

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

Cost: \$9,000 per year

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

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

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

#### **BACR Summer Programming**

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

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

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

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

Services will be open to families of all students participating in ASES/21<sup>st</sup> 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