Board Office Use: Le	gislative File Info.
File ID Number	13-0940
Introduction Date	5-22-13
Enactment Number	13-0836
Enactment Date	5-22-124
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Community Schools, Thriving Students

To Board O Ph.D., Superintendent From Tony Smit By: Maria Santos, Deputy Superintendent, Instruction, Leadership & Equity-in-Action Maria Santos Vernon Hal, Deputy Superintendent, Business & Operations **Board Meeting Date** 5-22-13 (To be completed by *Procurement*) Individual Service Agreement to the Master Memorandum of Understanding - Bay Area Subject Community Resources (contractor) - 922/Family, School, and Community Partnerships Department (site/department) Approval of an Individual Service Agreement to the Master Memorandum of Action Requested Understanding between Oakland Unified School District and Bay Area Community Resources. Services to be primarily provided to the Family, School, and Community Partnerships Department for the period of July 1, 2012 through August 31, 2013. The attached Individual Service Agreement is the contracting of services at the negotiated price. Background stated in the referenced Master MOU, approved by the Board of Education on June 27, 2012 A one paragraph (Enactment number 12-1652). For Summer Programs, Bay Area Community Resources will be explanation of why providing extended learning opportunities in Science, Technology, Engineering and Mathematics the consultant's (STEM) and Enrichment activities for the afternoon portion of the summer program. The original services are needed. contract period will be extended for the summer program. Funding for this project is supported by private grant dollars through the National Summer Learning Association, resulting in no cost to the District. Approval by the Board of Education of the Individual Service Agreement to the Master Discussion Memorandum of Understanding (MOU) between the District and Bay Area Community One paragraph Resources, San Rafael, CA, for the latter to provide their Menu Option P - Summer summary of the Programming Services for afternoon STEM/Enrichment activities to extend the morning scope of work. summer program into a full day program at Urban Promise Academy for the period of July 1, 2012 through August 31, 2013, in the amount of \$29,726.00, increasing the agreement from \$124,064.00, to an not to exceed amount of \$153,790.00. All terms and conditions of the MMOU remain in full force and effect. Approval of an Individual Service Agreement of the Master Memorandum of Recommendation Understanding between Oakland Unified School District and Bay Area Community Resources. Services to be primarily provided to the Family, School, and Community Partnerships Department for the period of July 1, 2012 through August 31, 2013. Funding resource name (please spell out): 9147/National Summer Learning Association in an **Fiscal Impact** amount not to exceed \$29,726.00. Individual Service Agreement, Master Memorandum of Understanding **Attachments** • Certificate of Insurance Scope of Work Statement of gualifications

Board Office Use: Legislative File Info.				
File ID Number	13-0940			
Introduction Date	5-22-13			
Enactment Number	13-0836 ,1			
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Community Schools, Thriving Students

INDIVIDUAL SERVICE AGREEMENT	(ISA)	2012-2013
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VENDOR #	_	-						12-1418	
SITE / DEPT NA	ME	Urban Promise Aca	demy		-	SITE #			236
OUSD STAFF CONT	TACT - EN	AILS ABOUT THIS CONTRA	ACT SHOULD BE S	ENT TO:	Renee	McMea	arn@	ousd.k	12.ca.us
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9147	Nationa	al Summer Learning Association		922487	1110			\$29,7 \$	26.00
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	A SUMMER ENRICHMENT PROGRAMS MIDDLE SCHOOLS SUMMER 2013
SECTION 1: School Site Information	
School Site: Urban Promise Academy	Date: April 25, 2013
Principal Signature	Summer Lead Agency Signature
Summer Site Coordinator Name (if known a	t this time): Sheree West
SECTION 2: Learning Goals of Summer	Program and intended impacts for participating students.
Academics: _XParticipants understand how reading,	writing and math apply to daily life.
_XParticipants understand how reading, Participants improve their organizational Physical Activity:	experience at least 30 minutes of moderate to vigorous activity daily.
X_ Participants understand how reading, Participants improve their organizational Physical Activity: X_ Participants are physically active and X_ Participants learn ways to maintain go Social/Emotional: Participants feel safe. X_ Participants have a sense of belonging Participants have a sense of belonging Participants have a sense of belonging Participants have a sense of belonging	I skills. experience at least 30 minutes of moderate to vigorous activity daily. od health and well-being over the summer. to the program.

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SECTION 3: SUMMER CALENDAR and DAILY PROGRAM SCHEDULE

Summer enrichment programs will augment and complement OUSD morning academic summer learning programs to provide students with a full day 6 hour day of summer learning for 4 weeks of the summer.

Submit summer calendar and daily summer program schedule as an attachment.

SECTION 4: ENRICHMENT & PHYSICAL ACTIVITY / RECREATION

4

Enrichment activities can provide students with the opportunity to apply their classroom learning in a real, hands-on way. Enrichment activities can intentionally and creatively build skills that support students' success in school and in life. Enrichment activities often support school goals for health and wellness, positive school climate, arts learning, and student engagement.

In addition to the two field trips during summer program (we recommend one trip takes place on July 5; at least one trip must be related to STEM content) and 30 minutes of moderate to rigorous physical activity daily, what additional enrichment activities will be offered?

Type of Enrichment	Description of Program/Activity	Targeted Skills	Measurable Outcome
Health and Recreation	 organized sports and fitness activities on Tuesday/Thursday cooking and nutrition related classes every Monday/Wednesday 	 College/Career Readiness Social Skills/Conflict Res. X Leadership Academic (specify) X Health/Fitness Other (specify) 	Fitness Test Reflection/Surveys
IDK (Internal Development for Kids)	Students will use drama, spoken word and a series of hands-on engaging activities that focus on self-esteem, dreams/goals as well as future planning, overcoming obstacles and conflict resolution.	X College/Career Readiness X Social Skills/Conflict Res. Leadership Academic (specify) Health/Fitness Other (specify)	 Assessments Life Maps Reflection/Surveys

SECTION 5 : Coordination with Morning program and Other Service Providers

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As stated in the grant, NSLA is funding a full day summer program. As a grantee you are expected to utilize the recourses of both morning and afternoon academics and activities to enrich the quality of the summer program.

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

OUSD Summer Enrichment Programs Summer 2013

Identify how you plan to work with the site administration to organize a programmatic layout that will seamlessly transition students from the morning to afternoon programming.	Our program model incorporates current daytime and afterschool staff who already have meaningful relationships with students and similar classroom management. During our week of preparation, daytime teachers and afternoon will collaborate to develop lessons that build off of each other.
Identify ways in which you have intentionally plan to bridge the communication between the morning and afternoon programs.	We will have afternoon check-in huddles with both morning and afternoon teachers, daily emails and weekly staff meetings.
List key community partners whom you will actively collaborate with to accomplish the goals of your program.	School Day Administrators, local supermarket, bus companies, day/afternoon teachers, cafeteria workers, administrative assistants and janitorial staff.
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.	Glendy Cordero from UPA's Family Resource Center, Karen from La Clinica and Misha the School Nurse.

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OUSD Summer Enrichment Programs Summer 2013

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Section 6: Program Expecta	ins
I acknowledge the requirement	of the program which include the following:
afternoon components of the p middle school campus and the Students who participated in t program is open to 6th, 7th, a (programs will be closed for Jup partner runs from 12:30 - 3:15 locks building at 4pm. There is developed by OUSD Science	Agram is a full day program; students must participate in both the morning and ogram which will run from 8:30 am- 3:15pm. We will serve 80 -120 students at each must be a 20:1 student to teacher ratio that is maintained throughout the program. NSLA program in Summer 2012 receive priority for the Summer 2013 program. The 8th grade students. The program will run from June 24, 2013 - July 19, 2013 4th holiday). Afternoon STEM & Enrichment program carried out by the Lead Agency m. The building must be empty of students and staff by 3:45pm because custodian requirement of 60 minutes of STEM daily and the fifteen STEM curriculum lessons ept must be used and followed in order. In addition there are two required field trips east one trip must be related to STEM content. Also there is a requirement of 30 physical activity daily.

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OUSD Summer Enrichment Programs Summer 2013

Time	Activity	Place
8:00-8:30am	Boot Camp	Yard
8:30-8:40am	Community Time Breakfast	Rm 19
8:40-10:10am	Block 1	Rm 18-21
10:10-10:30am	Recess Break	Yard
10:30-12:00pm	Block 2	Rm 18-21
12:00-12:30pm	Lunch/Detention	Cafeteria
12:30-12:45pm	Recess	Yard
12:45-1:55	Block 3 Stem: Groups 1 &3 Enrichment: Groups 2 & 4	Room 18-21/yard
1:55-2:05	Snack	Cafeteria
2:05-3:15	Block 4 Stem: Groups 2 & 4 Enrichment: Groups 1 & 3	Room 18-21/yard

UPA Summer Schedule 2013

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Mon	Tue	June 2013 Wed	3 ~ Thu	Fri	Sat 1
Mon	Tue	Wed	Thu	Fri	
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	4	5	6	7	8
)	11	12	13	14	15
mmer School	Summer School	19 STEM Training Summer School Staff Meeting 12-2	20 Summer School Staff Planning 10-12	21	22
mmer School aff Teambuilding	First Day Of Summer School	26 Summer School 8-3:15pm	27 Summer School 8-3:15pm	28 Summer School 8-12:45 Field Trip 12:50-4	29
	nmer School ff Planning 12 nmer School ff Teambuilding	18 Summer School ff Planning 12 12 10-12 10-12 10-12 10-12 10-12 10-12 10-12	Immer School ff Planning 12Immer School Staff Planning 10-12Immer School Staff Meeting 12-2Immer School ff TeambuildingImmer School First Day Of Summer School Summer School 8-3:15pm	Immer School ff Planning 12I8 Summer School Staff Planning 10-12I9 STEM Training Summer School Staff Planning 12-220 Summer School Staff Planning 10-12Immer School ff Teambuilding PD25 First Day Of Summer School 8-3:15pm26 Summer School 8-3:15pm27 Summer School 8-3:15pm	Immer School ff Planning 12Immer School Staff Planning 10-12Immer School Staff Meeting 12-2Immer School

UPA Summer Calendar

More Templates: 2013 Calendar. 2014 Calendar

rice		-	- July 2013	~		JALIK S
Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1 Summer School 8-3:15pm	2 Summer School 8-3:15pm	3 Summer School 8-3:15pm	4 Holiday, No School	5 Summer School 8-12:45pm Fieldtrip 12:50- 4pm	6
7	8 Summer School 8-3:15pm	9 Summer School 8-3:15pm	10 Summer School 8-3:15pm	11 Summer School 8-3:15pm	12 Summer School 8-12:45pm Fieldtrip 12:50- 4pm	13
14	15 Summer School 8-3:15pm	16 Summer School 8-3:15pm	17 Summer School 8-3:15pm	18 Summer School 8-3:15pm	19 Last day of Summer School 8-12:45pm Fieldtrip 12:50- 4pm	20
21	22	23	24	25	26	27
28	29	30	31	tastor-2		

More Templates: 2013 Calendar. 2014 Calendar

2012-2013 Elementary/Middle School After School Program Budget

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	OUSD Indirect (4.25%)			\$0				
	OUSD ASPO admin, evaluation, and training/technical assistance costs			\$0				
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3000's	Employee Bendits for Salaried Employees (40%)						1997 - 1997 	
3000's	Lead Agency benefits (rate: 25 %)							
	Total benefits	\$0	\$0	\$0	50		\$0	
OOKS A	ND SUPPLIES		138.5	_				
4310	(Enrichment) Supplies		\$640				\$0	
5829	Field Trips		\$1,600				\$0	
	Transportation	-	\$3,140				\$0	
	Snacks		\$1,440					
4310	Incentives							15
	Total books and supplies	50	\$6,820	\$0	\$0		\$0	
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5825	Summer Site Coordinator		\$8,784					4
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2012-2013 Elementary/Middle School After School Program Budget

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Required Signatures for Eudget Approval Рліпсір 12 -Lead Agency:

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Search Results

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

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

Entity	BAY AREA COMMUNITY RESOURCES, INC.		
DUNS: 10294	7132	CAGE Code: 3VGW8	
Has Active Exc	lusion?: No	DoDAAC:	-

SAM | System for Award Management 1.0

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



Status: Active View Details

Board Office Use: L	egislative File Info.
File ID Number	12-1418
Introduction Date	6-27-12
Enactment Number	12-1152
Enactment Date	6/27/12



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

TO:	Board of Education
FROM:	Dr. Anthony Smith, Ph.D., Superintendent
SUBJECT:	Master Memorandum of Understanding between OUSD and Bay Area Community Resources

ACTION REQUESTED

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

BACKGROUND

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

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



DISCUSSION

Vendor: Bay Area Community Resources

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

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

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

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

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

FISCAL IMPACT

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



RECOMMENDATION

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

ATTACHMENTS: Master MOU

Board Office Use: Le			
File ID Number		2-141	8
Introduction Date	6.	27-1	1
Enactment Number	112	-165	2
Enactment Date	6	127	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.

2. TERMS AND CONDITIONS

- 2.1 Term of Agreement. The term of this agreement shall be <u>July 1, 2012 to June 30, 2013</u> 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.

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- 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)

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- 2.15 Incorporation of Recitais and Exhibits. The Recitais 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 Page 3 of 7 Revised May 2012

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,

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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 bellef, 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 "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.

Master MOU for 2012-2013 Revised May 2012 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 fumiture, 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 vold. The acceptance by OUSD of the above-required insurance does not serve to limit the llability or responsibility of the insurer or CONTRACTOR to OUSD.

ADDITIONAL ADDENDEM(S) ATTACHED

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

Yes No

ASES PROGRAM GRANT (Elementary / Middle)

21st CCLC ASSET GRANT (High School)

FIELDTRIPS ONLY

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

CONTRACTOR

President Board of Education

Oakland Unified School District

Secretary, Board of Education Oakland Unified School District

Date:

Date:

Master MOU for 2012-2013 Revised May 2012

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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 hiaison, reducing above costs to ensure academic alignment.

1f. School opting to provide after school program leadership, reducing the above costs for Site Coordinator.

1g. Other specialty services from this menu have been selected to augment or replace

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

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

Other Specialized Services

Option E: Youth Leadership and Career Exploration

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

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

Option F: Specialized CAHSEE preparation

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

Cost: \$5,720

Option G: Specialized Title 1 Services

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

Cost: \$12,000

Option H: Parent workshops

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

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

Option I: Farmers Market Services

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

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

Option J: Physical Fitness

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

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

Option K: Visual or Performing Arts

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

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

Option L: Health & Nutrition

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

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

BACR Mental Health Services

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

Cost: \$9,000 per year

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

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

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

BACR Summer Programming

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

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

Additional Services for ASES/21st Century Elementary and Middle Schools Option Q: Family Literacy Services: Variety of services to engage parents and support them in helping their children succeed in school. Services customized to meet school and community needs, and may include: parent workshops, parent outreach, and adult literacy support.

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

Cost: \$17,400

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

services to promote conflict resolution and positive program climate.

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

Cost: \$21,750

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

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

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

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

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