

<b>Board Office Use: Legislative File Info.</b>	
File ID Number	14-1036
Introduction Date	6-11-14
Enactment Number	
Enactment Date	



**OAKLAND UNIFIED  
SCHOOL DISTRICT**

*Community Schools, Thriving Students*

# Memo

To Board of Education  
Gary Yee, Ed.D., Superintendent *Y*

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

**Board Meeting Date** \_\_\_\_\_  
*(To be completed by Procurement)*

**Subject** Individual Service Agreement Amendment - 2  
Bay Area Community Resources \_\_\_\_\_ (Contractor, City/State) -  
215/Madison Park Academy \_\_\_\_\_ (site/department)

**Action Requested** Approval by the Governing Board of the amendment to the Individual Service Agreement between the District and Bay Area Community Resources \_\_\_\_\_.  
Services to be primarily provided to Madison Park Academy \_\_\_\_\_ for the period of July 1, 2013 through August 22, 2014, in an amount not to exceed \$ 19,760.00.

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

OUSD's 21st Century Community Learning Center grants for elementary and middle school sites include Supplemental Funding to support summer learning programs, operated in partnership between schools and community organizations. In order to fulfill the grant requirements, OUSD is contracting with existing after school lead agency partners to provide enhanced and increased summer services at schools that will operate Title 1 funded morning academic programs. The community partner will provide an additional 3 hours of afternoon enrichment so students can participate in a full day, 6 hour program.

**Discussion**  
*One paragraph summary of the amended scope of work.*

Approval by the Board of Education of Amendment No. 2 of the Individual Service Agreement to the Master Memorandum of Understanding (MMOU) between the District and the Bay Area Community Resources, San Rafael, CA, for the latter to provide additional services for a safe, enriching and dynamic summer program utilizing its Menu of Service Option P: Summer Programming Services at Madison Park Academy for the period of July 1, 2013 through August 22, 2014, in the amount of \$19,760.00 increasing the agreement from \$216,729.00 to a not to exceed the amount of \$236,489.00. All other terms and conditions of the MMOU remain in full force and effect.

**Recommendation** Approval by the Governing Board of the amendment to the Individual Service Agreement between the District and Bay Area Community Resources \_\_\_\_\_.  
Services to be primarily provided to Madison Park Academy \_\_\_\_\_ for the period of July 1, 2013 through August 22, 2014, in an amount not to exceed \$ 19,760.00.

**Fiscal Impact** Funding resource name (please spell out) 4124 / 21st CCLC ASSETS \_\_\_\_\_  
not to exceed \$ 19,760.00.

**Attachments**

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

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## INDIVIDUAL SERVICE AGREEMENT (ISA) AMENDMENT NO. 2

AGREEMENT TO PURCHASE ADDITIONAL SERVICES UNDER A MASTER MEMORANDUM OF UNDERSTANDING

This Amendment is entered into between the Oakland Unified School District (OUSD) and Bay Area Community Resources (CONTRACTOR). OUSD entered into an Agreement with CONTRACTOR for services on July 1, 20 13, and the parties agree to amend that Agreement as follows:

MASTER MOU – ORIGINAL ISA INFORMATION			
VENDOR NAME	Bay Area Community Resources	LEGISTAR FILE ENACTMENT #	13-1213
SITE NUMBER / NAME	215/Madison Park Academy	AMOUNT OF ORIGINAL ISA	\$216,729.00
Original ISA Contract, or most recent ISA Contract Amendment period: 07/01/13 (from date) to 08/22/14 (end date).			

### ORDER OF ADDITIONAL SERVICES – SELECT APPROPRIATE BOX

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

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

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

Purchase New Type of Service.

Service	Option P; Summer Programming	Fee	\$ 20,000.00	UNITS OF SERVICE	.988	\$ 19,760.00
Service		Fee	\$	UNITS OF SERVICE		\$
Service		Fee	\$	UNITS OF SERVICE		\$
Subtotal						\$ 19,760.00

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

Services to be provided will serve up to 80 students for summer programming.

**Increasing the ISA Not to Exceed Amount to:** \$ 236,489.00

The Term (Duration) of the Individual Service Agreement remains unchanged.

The Term (Duration) has changed: The contract term is extended by an additional \_\_\_\_\_ (days/weeks/months), and the amended expiration date is \_\_\_\_\_.

#### ISA Amendment History:

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

No.	Date	General Description of Reason for Amendment	Amount of Increase (Decrease)
1	1/15/14	Reduce funds from agency back to the school site.	\$ - 7,338.00
			\$
			\$

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

VENDOR	NAME	Martin Weinstein	TITLE	CEO
SIGNATURE			DATE	5/22/14
OUSD SITE ADMINISTRATOR	NAME	Julie McCalmont	TITLE	Coordinator, Summer Learning Programs
SIGNATURE			DATE	5/22/14

#### APPROVAL BY THE BOARD OF EDUCATION

PRESIDENT OF THE BOARD OF EDUCATION	DATE	
EDGAR RAKESTRAW, JR SECRETARY, BOARD OF EDUCATION	DATE	



**OUSD Summer 2014 Lead Agency Program Plan**  
**Summer Hub: Madison Park Academy**

**SECTION 1: Lead Agency Information**

Lead Agency Name: Bay Area Community Resources	Lead Agency Address: 3219 Pierce Street Richmond, CA 94804	
Lead Agency Phone: 510-559-3025	Lead Agency Fax: 510-559-5552	
Main Contact Person: Marisa Ramirez	Email: <a href="mailto:mramirez@bacr.org">mramirez@bacr.org</a>	Phone: 510-559-3025

**SECTION 2: Description and Rationale for selection of Lead Agency**

Please provide a narrative description of the agency that is managing the summer program. Describe the agency infrastructure and systems of support that will support your agency's successful implementation of summer programming.

The BACR philosophy about after school programs and summer programs extend far beyond keeping children safe. We believe in providing a safe, nurturing and enjoyable environment where students can improve their academic and life skills, where they can learn to be productive, build positive adult and peer relationships, and participate in meaningful academic and enrichment activities. We believe in integrating the principles and practices of youth development into all activities. Just as important, we see the schools, students and parents as our customers, and we believe it is our responsibility to understand and meet their needs.

As a well-established, large scale, and diverse agency BACR has the organizational capacity and infrastructure to maintain high quality while providing and expanding our services. Our accountants, administrative staff and management team will be available in the summer months to support our summer programs. Our management structure allows for: extensive staff development, a strong commitment to continuous improvement, proactive and responsive support, and meaningful program planning

BACR builds strong relationships and therefore is highly effective at participating in and leading collaborations and partnerships. BACR and its staff are guided by a set of internal Best Practices that inform our personnel recruitment and staff development, resulting in highly committed and skilled staff. Staff tenure at BACR is significantly greater than the nonprofit industry average.

Therefore, due to the scale of our operations, BACR can provide the necessary infrastructure and flexibility to manage our programs and meet the differing needs of each school site.

**SECTION 3: Lead Agency Mission**

Please describe your agency's mission. Describe how serving as a Summer Lead Agency for OUSD summer programs fits into your agency's mission, vision and/or goals.

The BACR mission is to promote healthy development among individuals and families, to encourage service and volunteerism, and to help build community. We are committed to carry out our work in our communities year round. We would like to build on the quality programming that is in place to provide this similar structure in our summer programs. We are committed to carry out our agency mission in our summer programs by providing a safe, nurturing and enjoyable environment where students can improve their academic, social and emotional skills, where they

can feel connected with their community, help combat the summer learning loss and at the same time stay physically active during the summer.

**SECTION 4: Summer Program Quality Team**

Each summer lead agency is expected to have a Summer Program Quality Team comprised of key individuals who will lead your agency's summer program planning, and work in partnership with OUSD to ensure program quality. Please list the members of your agency's summer program quality team. This team should include 2-4 key stakeholders involved in the planning, implementation, and assessment of the summer program. In addition to the Summer Site Coordinator, team members may include an Agency Director, and key summer program staff. **Please designate a quality team leader with an asterisk (Example: Jamie Smith\*).** The team leader is considered to be the project liaison and will be the main person responsible for corresponding with OUSD and Partnership for Children and Youth staff.

Name	Title	Email	Phone
Marisa Ramirez	Program Director	<a href="mailto:mramirez@bacr.org">mramirez@bacr.org</a>	510-684-2277
Christen Gray	Program Manager	<a href="mailto:cgray@bacr.org">cgray@bacr.org</a>	510-672-2381
Na'Dra Hennington*	Program Manager	<a href="mailto:nhennington@bacr.org">nhennington@bacr.org</a>	510-691-4309
Adrian Cabezas	Program Manager	<a href="mailto:acabezas@bacr.org">acabezas@bacr.org</a>	510-847-5943
Lateysha Johnson	Summer Quality Assurance Manager	<a href="mailto:ljohnson@bacr.org">ljohnson@bacr.org</a>	510-827-9433

**SECTION 5: Summer Program Quality Learning Community Meetings, Trainings, and Professional Development**

Summer Lead Agency partners will be expected to participate in three strands of summer professional development provided by OUSD in collaboration with Partnership for Children and Youth (PCY):

Strand 1: Summer Learning Community meetings will occur on a monthly basis (January-October 2014) for all summer lead agency directors and site coordinators. These required meetings will support agencies and program sites in planning, implementation, technical assistance, and evaluation of summer programs. The Summer Learning Community meeting schedule will be distributed to selected summer lead agency partners in December.

Strand 2: Line staff trainings for summer program staff: OUSD will leverage district and community resources to provide approximately 15 – 18 hours of additional summer training focused on topics such as high quality summer STEM, physical activity, and enrichment. A schedule of trainings for summer program staff will be provided by March, and trainings will occur between April – June. Summer program staff will be required to attend these summer trainings. (Bechtel Summer STEM projects will also have up to an additional 16 hours of STEM training, in addition to these line staff trainings)

Strand 3: Summer Conferences: PCY will host two important summer conferences that summer lead agencies should plan to attend. These conferences are free, and agencies will need to register staff directly through the Partnership for Children and Youth website ([www.partnerforchildren.org](http://www.partnerforchildren.org)).

- January 10: Summer Leadership Conference for Agency Directors and Site Coordinators
- May 9: Summer Conference for program staff

**Assurances: (please initial each item)**

   NH I understand that as a Summer Lead Agency partner, our Summer Site Coordinator(s) and agency director will be required to participate in a monthly Summer Learning Community, co-facilitated by Partnership for Children and Youth and OUSD.

   NH I understand that each of my summer program staff members will be required to attend 15 – 18 hours of training that will build their capacity to implement high quality summer enrichment and academic programming.

   NH I will allocate summer contracted funds and in-kind agency funds, as needed, to ensure that my staff attend all required summer meetings and trainings detailed above.

   NH I am applying to be a summer lead agency partner because my agency has capacity to deliver high quality summer enrichment and academic programming to OUSD students. In addition to the meetings and trainings listed above, my agency will provide our summer staff with adequate youth development training, planning time, coaching, and support before summer begins and over the course of the four-week summer program so that staff can deliver high quality services to students. My agency is committed to strengthening the youth development practices of our summer staff.

**Agency Professional Development Plans**

Please detail below your agency's own professional development plans and schedule for summer staff.

We will provide the following professional development for all summer direct service staff and coordinators: Basic Staff Orientation, Curriculum Development – Project Based Learning, Setting up Summer Calendar for Fieldtrips and Events, Community Building (BIC as well), Youth Development, Safety, Summer Learning PQA Assessment Tool, STEM Training, Physical and Recreational activities training.

In addition, we will request that PCY facilitate a BACR only summer matters training for all direct service staff.

Staff will participate in monthly trainings as required by the district. In addition, we envision that all staff will actively participate in a week of training, specifically right before summer programming begins to provide training topics outlined above and to support officially transitioning from school year programming to summer programming. Lastly, Program Coordinators will be required to hold weekly meeting/coaching sessions with all their summer staff during the summer programs.

**Applying learning from After School Professional Learning Communities (PLCs):**

Discuss how your agency will utilize knowledge and resources you are gaining from participation in current after school professional learning communities (i.e. Building Intentional Communities, Science learning community, etc.) to help shape summer program and curriculum plans.

All BACR sites participate in a variety of PLCs, our expectation is that the knowledge and resources gained throughout the year in their specific PLC will be used to develop additional trainings and curriculum and support program design for summer staff/program. We will build off the strengths of participating staff. The summer quality team will go through an intentional reflection and planning process to identify the best activities and practices that would be the best fit for summer learning and the school community.

**SECTION 6: Summer Program Information**

Projected # of Program Days your program will operate during the Summer:   19 days  

(Please note that the OUSD Morning Summer Program will operate for 19 days, from June 23 – July 18, with program closure on July 4<sup>th</sup>)

Grades Served: K-8th	Targeted daily attendance for summer hub: 160
Using the OUSD Summer Learning Goals as a guide, state 2-4 Agency/ Site Youth Learning Goals for Summer Program Participants: <ul style="list-style-type: none"> <li>● Academic – Through Project Based Learning</li> <li>● Physical Activity</li> <li>● Enrichment Activity</li> <li>● Social/Emotional Learning</li> </ul>	<b>Hours of Operation</b> Please note that morning summer school will operate from approximately 8:15am – 12:15pm daily. Your afternoon summer program will operate from approximately 12:15 – 3:15pm daily. All students must be off-site by 3:30pm and staff must be off site by 3:40pm as the building will be promptly locked at 4pm daily.
<p><b>Proposed Daily Program Schedule and Expected Activities:</b></p> <ul style="list-style-type: none"> <li>● Please note that all programs will be expected to provide daily hands-on academics (i.e. STEM), enrichment, physical activity, community building activities, and daily afternoon snack (provided by OUSD), between the hours of 12:15 – 3:15pm.</li> <li>● Please include staff prep and clean up/debrief times on your daily schedule below.</li> </ul> <p>11:15am – 12:15pm Staff Prep and Opening Announcements          11:50 – 12:15pm Student Lunch          12:15 – 12:20pm Transition</p> <p>12:20 – 1:20pm BIC Activity/ STEM Activity/Physical Activity (student rotation)          1:20 – 1:25pm Transition</p> <p>1:25 – 2:25pm Physical Activity/STEM Activity/ BIC Activity (student rotation)          2:25 – 2:35pm Transition/PM Snack</p> <p>2:35 – 3:20pm Enrichment Activity</p> <p>3:20 – 3:30pm Clean-Up and Closing Circle/ Reflection/ Debrief</p>	
<p><b>SECTION 7: Summer Curriculum</b></p> <p>Over the course of the next six months, summer lead agency partners will receive guidance and training on developing summer program plans. We are interested in learning about your current ideas for high quality summer programming and the curriculum/resources you plan to utilize. In the boxes below, please describe your plans for summer academics, enrichment, physical activity, and community building.</p>	
<p><b>Hands-on Academic Activities:</b> (please describe your planned academic activities, including learning goals and curriculum/resources you will use to ensure high quality programming that supports students' application of math, reading, writing, science, and/or critical thinking skills)</p> <p>STEM - curriculum facilitated by credentialed teachers' at the middle school level and STEM trained after school instructors' will lead the elementary students.</p> <p>Garden Activities</p> <p>Project Based Activities – Students will participate in hands on activities towards completing a project they will present at our end of summer celebration, this will be done through multiple formats (including STEM activities and enrichment activities)</p> <p>Other Ideas:</p> <p>Academic Activities that address how reading, writing and math apply to daily life.</p>	
<p><b>Enrichment Activities:</b> (please describe your planned enrichment activities, including learning goals, and curriculum/resources you will use to ensure high quality youth development programming)</p>	

Some of these activities include: Physical and recreational activities, Garden activities, Cooking and nutrition, Visual and Performing arts, Project based learning activities, LEGOS Engineering with Play Well TEKnologies, Music – instruments, singing, and/ or beat making

**Physical Activity:** (please describe your planned physical activities, including learning goals and curriculum/resources you will use to ensure well-structured, moderate-rigorous daily physical activity for all students)

These activities include: sports, team games, recreational activities, and physical challenge days – different fitness stations. We will do at least 30 minutes a day. Students will learn ways to maintain good health and well-being over the summer. All students will learn basic information around exercise and healthy living. Encourage students to get involved in a healthy lifestyle so they will in turn make healthy living choices.

**Community Building:** ( please describe what community building activities you will integrate into your program schedule, and what curriculum/resources you will use to ensure high quality community building activities; please include planned “Summer Bridge” transition support activities for middle schools serving incoming 6<sup>th</sup> graders)

We will incorporate activities to support students in having a sense of belonging to the program, connection with their peers and adults, and experience positive social interactions with their peers and caring adults. These activities will include: BIC, Opening and closing circles and reflection, Get to know you games, etc. In addition, incoming 6<sup>th</sup> graders will participate in activities that will support them transitioning to a new school becoming familiar with the new school’s culture, rules, and students.

#### **SECTION 8: Summer Program Recruitment Strategies and Timeline**

Briefly describe your anticipated summer program student recruitment activities and timeline. (please note that OUSD and PCY will give you additional guidance regarding summer program recruitment) Additionally, please respond to the following questions:

As a Summer Lead Agency partner for an OUSD Summer Program “Hub”, you will be responsible for recruiting summer program participants from all the feeder schools that will feed into your summer hub (potentially 1-3 other schools in addition to the host site where the summer program will take place).

- a) How would you work to ensure equitable enrollment of students from all the feeder schools into the summer hub?
- b) Considering that you may not be the after school lead agency partner at some of these feeder schools, how would you work collaboratively with the other lead agency partners and school leadership teams at the feeder schools to streamline summer recruitment processes and ensure that students who most need summer services receive it?

We will work closely with OUSD and PYC to ensure that we are following the best process in recruiting students, based on lessons learned from last year and process communicated to the principals. This will need to start in late April to early May at the latest. A member of the BACR Program Quality Team (assigned per HUB) along with the HUB Summer Coordinator will coordinate ongoing meetings with all HUB principals to ensure that we are on track with recruitment and have equitable enrollment. In conjunction with the principals we will come up with a realistic and equitable number of student per site that will be based on the target population identified in the OUSD summer learning goals. We will discuss the criteria against the need of the schools and overall percentage of students that fall in the target population criteria. This percentage will be equally reflected in driving our enrollment, given that students must participate all day. For example, last year when working with three Oakland schools, one specific school stated that they wouldn’t be able to recruit more than about 20% of our targeted number, while another school expressed an 80-100% enrollment interest. This will be an initial discussion with our summer leadership team, which includes OUSD summer coordinator and principal. We have great relationships with other lead agencies and schools that I am confident we can work closely with them.

#### **SECTION 9: Summer Line Staff Information** (if known at this time)

To promote continuity between OUSD after school and summer programs, and to provide year-round work opportunities for talented youth development professionals in Oakland, we are particularly interested in seeing current, highly qualified Oakland after school workers become the summer program staff at our OUSD Summer Hubs.

Please list the name(s) of line staff whom you intend to hire as part of your summer program staff. (Add additional rows as needed.) Please note that the

summer program must have a maximum 1:20 adult to student ratio.

**Important Note:** Summer program staff will be expected to attend 15 – 18 hours of OUSD summer line staff trainings. The Summer Site Coordinator and summer program staff must be hired **no later than April 4.**

Program Staff Name	Email	Current After School Site where he/she works	Anticipated summer program hub site	Did he/she work in an OUSD Summer Program last year?
Meisha Marshall	<a href="mailto:mmarshall@bacr.org">mmarshall@bacr.org</a>	Madison Park Academy	Madison Park Academy	No
Kerby Garcia	<a href="mailto:kgarcia@bacr.org">kgarcia@bacr.org</a>	Madison Park Academy	Madison Park Academy	No
Andrea Hallman	<a href="mailto:Hallman_andrea@yahoo.com">Hallman_andrea@yahoo.com</a>	Madison Park Academy	Madison Park Academy	Yes
Chris Lee	<a href="mailto:chrisee33@tmail.com">chrisee33@tmail.com</a>	Madison Park Academy	Madison Park Academy	Yes
Jasmyne Richmond		Madison Park Academy	Madison Park Academy	Yes
Quiana Robertson	<a href="mailto:Djrazberry@richkidacademy.com">Djrazberry@richkidacademy.com</a>	Madison Park Academy	Madison Park Academy	Yes
Shannon Thompson	<a href="mailto:shannonc.thompson@yahoo.com">shannonc.thompson@yahoo.com</a>	Madison Park Academy	Madison Park Academy	Yes
Credentialed Teacher (TBD)				
Credentialed Teacher (TBD)				
Credentialed Teacher (TBD)				

**Summer Staff Recruitment**

Please indicate how many total staff vacancies you anticipate you will need to fill in order to fully staff your proposed Summer Hub(s): 4

All summer program staff must be hired by April 4 in order to participate in initial summer trainings that may take place during the Spring Break in mid-April. *Important Reminder:* Summer program staff will be expected to attend 15 – 18 hours of OUSD summer line staff trainings.

- a) Please describe your planned staff recruitment strategies to hire highly qualified individuals for OUSD Summer Program Hubs. We will have a high number of staff (from our regular year programs) interested to work in the summer. We will make it a competitive process to identify the strongest line staff and those that are interested in bringing in some additional skills to the table. We will also focus on those staff that has been actively involved in after school PLCs throughout the year. We should have no problem filling the positions.

In addition, we will be leveraging Americorp members.

- b) Please summarize some of the key qualifications and characteristics your agency will look for in hiring highly qualified summer program staff.

This will include all key qualifications and characteristics that are outlined in our job descriptions for after school instructors (we can provide it if necessary). In addition, we are looking for staff that are sharp, adaptable, flexible, experience with working in the specific community, knows program structure and program quality, and relationship and community building skills.



Bay Area Community Resources (BACR) is looking for an energetic, committed, highly motivated individual to work in our after school programs leading academic, physical, and enrichment activities.

- Must have an (a) Associate Degree or higher, or (b) 48 or more college units, or (c) pass Instructional Aide exam
- Must pass criminal background check and TB test clearance
- Must be punctual and reliable
- Must be able to work independently or as part of a team
- Must be able to communicate openly in a professional manner with students, parents, community partners, and after school and school day staff
- Must maintain confidentiality and demonstrate a high degree of integrity
- Must meet be able to work every day during after school hours and commit to a four week summer school program required for the position
- Must have experience working with youth
- Must have a general knowledge base of core elementary/middle school subjects

**SECTION 10: Summer Lead Agency In-Kind Contributions and Leveraged Resources:**

Please describe what additional resources your agency will leverage in order to support high quality summer programming at OUSD Summer Hubs.

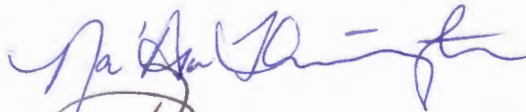
We will leverage Americorp Members. We will place at least 1-2 Americorp members per HUB currently working in our Oakland after school programs and hope to place an additional 1-2 Americorp from other schools or districts currently working under BACR BAYAC program.

**Important Note:**

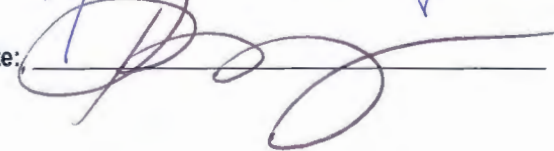
OUSD Summer Programs are free programs. Summer Lead Agencies **cannot** charge a summer program fee to participating families for program costs or field trip costs.

Revised: 3/7/14

Signature of Summer Lead Agency Director:



Signature of Principal of Summer Hub host site:



**21ST CENTURY SUMMER BUDGET PLANNING SPREADSHEET**

ELEMENTARY & MIDDLE SCHOOLS 04.2013

Site Name:	21st CCLC Grant Funds	Lead Agency In-Kind Contributions
Madison HUB (6-8) = 80 students		
Site #:		
Lead Agency		
Bay Area Community Resources		
<b>TOTAL CONTRACTED FUNDS</b>	<b>\$19,760.0</b>	<b>\$0</b>
<b>BOOKS AND SUPPLIES</b>		
4310	Supplies (can be purchased by lead agency for summer supplemental programming)	\$700.0
4310	Curriculum (TBD)	\$200.0
5829	Field Trips (fees, supplies) (160 tickets @ \$12/child = \$1,920 x 2 field trips = \$3,840)	\$1,920.0
	Bus tickets for students	\$0.0
	Rental bus for field trips (\$788/bus need 3 buses per trip x 2 trips)	\$2,364.0
	Snacks	\$0.0
	Incentives	\$200.0
	Family Night supplies (showcases)	\$350.0
		\$0.0
		\$0.0
	Total books and supplies	\$5,734.0
<b>CONTRACTED SERVICES</b>		
5825	Site Coordinator (\$21/hr x 6 hr/day x 19 days = \$2,394 x \$599 (25% fringe) = \$2,993 divided in half between TK-5 and 6-8 programs	\$1,496.50
	Program Assistant (\$18/hr x 6 hr/day x 19 days = \$2,052 x \$513 (25% fringe) = \$2,565; divided in half between TK-5 and 6-8 programs	\$1,282.50
5825	Academic Instructors (\$16/hr x 4 hr/day x 19 days = \$1,216 x \$304 (25% fringe) = \$1,520 x 8 Staff = \$12,160; divided in half between TK-5 and 6-8 programs	\$6,080.00
	\$136 (25% fringe) = \$680 x 8 Staff = \$5,440 and \$18/hr x 34 hours = \$612 + \$153 (25% fringe) = \$765; divided in half between TK-5 and 6-8 programs	\$3,102.50
	Summer Quality Assurance Manager	\$625.00
5825	Enrichment Facilitators - TBD	\$679.50
	STEM Instructor(s)	\$0.00
5825	Subcontractors (please list each specific subcontracting agency)	
5825		\$0.00
5825		\$0.00
5825		\$0.00
5825		\$0.00
5825		\$0.00
	Total services	\$13,266.00
<b>IN-KIND DIRECT SERVICES</b>		
	Total value of in-kind direct services	

2012-2013 Elementary/Middle School After School Program Budget

SUBTOTALS			
	Subtotals DIRECT SERVICE	\$19,000.0	\$0
	Allowable lead agency admin (at 4% of contracted funds or less)	\$760.0	
TOTALS			
	Total budgeted per column	\$19,760.0	
	BALANCE remaining to allocate		



OAKLAND UNIFIED SCHOOL DISTRICT

Community Schools,  
Thriving Students

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**File #:** 14-0145 **Version:** 1 **Name:** Amendment No. 1 - Individual Service Agreement - Master Memorandum of Understanding - Bay Area Community Resources - Madison Park Academy

**Type:** Agreement or Contract **Status:** Passed

**File created:** 1/23/2014 **In control:** [Teaching and Learning Committee](#)

**On agenda:** 4/9/2014 **Final action:** 4/9/2014

**Enactment date:** 4/9/2014 **Enactment #:** 14-0568

**Title:** Approval by the Board of Education of Amendment No. 1 of the Individual Service Agreement (ISA) to the Master Memorandum of Understanding between District and Bay Area Community Resources, San Rafael, CA, for the latter to decrease Menu of Service Option B, Lead Agency Services for Middle School at **Madison Park Academy**, for the period of July 1, 2013 through August 22, 2014, in the lesser amount of -\$7,338.00, decreasing the not to exceed amount of ISA from \$224,067.00 to \$216,729.00. All other terms and conditions of the ISA remain in full force and effect.

**Attachments:** 1. [14-0145 Amendment No. 1 - Individual Service Agreement - Master Memorandum of Understanding - Bay Area Community Resources - Madison Park Academy](#)

**Contact:** [Julia.Ma@ousd.k12.ca.us](mailto:Julia.Ma@ousd.k12.ca.us)

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1 record [Group](#) [Export](#)

Date	Ver.	Action By	Action	Result	Action Details	Meeting Details	Video
4/9/2014	1	<a href="#">Board of Education</a>	Adopted on the General Consent Report	Pass	<a href="#">Action details</a>	<a href="#">Meeting details</a>	Not available



# Individual Service Agreement (ISA) Amendment Routing Form

### Basic Directions

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

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

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

Attachment Checklist	<input checked="" type="checkbox"/> ISA amendment packet including Board Memo, ISA amendment form, Menu of Services <input checked="" type="checkbox"/> Copy of original Individual Service Agreement <input type="checkbox"/> Copy of Prior Amendments, If Any.
----------------------	--

OUSD Staff Contact Emails about this ISA amendment should be sent to: renee.mcmearn@ousd.k12.ca.us

### VENDOR INFORMATION

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

### BUDGET INFORMATION

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

SPSA ACTION ITEM NUMBER: \_\_\_\_\_ OR  SPSA MODIFICATION DOCUMENTATION ATTACHED

RESOURCE #	RESOURCE NAME	ORG KEY	REQ. NUMBER	AMOUNT
4124	21st ASSETs Core	9221872101	R0412396	\$ 19,760.00
				\$
				\$

### Amount and Reason for Amendment

Original PO Number(s)	P1402026	<b>Reason for Amendment to ISA (check appropriate box):</b> <input type="checkbox"/> Increase in number of units (days, hours, etc) of service. I would like to purchase additional days or hours of the same type of service purchased with the original ISA. <input checked="" type="checkbox"/> Purchase additional type of service. In addition to the services contracted for in the original ISA, I would like to purchase another type of service from this vendor.
Original ISA Amount	\$ 216,729.00	
Amended ISA Amount	\$ 19,760.00	
New Total Contract Amount	\$ 236,489.00	

### Approval and Routing (in order of approval steps)

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

	<b>Site Administrator or Manager</b>	Name	Julie McCalmont	Phone	(510) 273-1576	Fax	(510) 273-1501
1.	Site / Department	922/Family, School, and Community Partnerships Department					
	Signature				Date Approved	5/22/14	
	<b>Resource Manager, if using funds managed by:</b>	<input type="checkbox"/> State and Federal <input type="checkbox"/> Quality, Community, School Development <input checked="" type="checkbox"/> Complementary Learning / After School Programs					
2.	Signature				Date Approved	5-28-14	
	Signature						
3.	<b>Regional or Executive Officer</b>						
	Signature				Date Approved		
4.	<b>Deputy Superintendent Instructional Leadership / Deputy Superintendent Business Operations</b>						
	Signature				Date Approved	5-30-14	
5.	<b>Superintendent or Board of Education</b>	Signature on the legal contract					
	<b>Legal Required if not using standard contract</b>	Approved	Denied - Reason		Date		
	<b>Procurement</b>	Date Received	PO Number				

<b>Board Office Use: Legislative File Info.</b>	
File ID Number	14-0145
Introduction Date	4-9-14
Enactment Number	14-0568
Enactment Date	4-9-14



**OAKLAND UNIFIED SCHOOL DISTRICT**

*Community Schools, Thriving Students*

# Memo

**To** Board of Education  
Gary Yee, Ed.D., Superintendent

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

**Board Meeting Date** 4-9-14  
*(To be completed by Procurement)*

**Subject** Individual Service Agreement Amendment - 1  
Bay Area Community Resources, San Rafael, CA (Contractor, City/State) -  
215 / Madison Park Academy (site/department)

**Action Requested** Approval by the Governing Board of the amendment to the Individual Service Agreement between the District and Bay Area Community Resources. Services to be primarily provided to Madison Park Academy, decreasing the amount of the Individual Service Agreement from \$ 224,067.00 to a not to exceed \$ 216,729.00.

**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 the referenced Master MOU, approved by the Board of Education on June 26, 2013 (Enactment Number 13-1213). This amendment will decrease the current level of services beyond the initial plan as stated in the original contract for Option B, Cost for Middle School Lead Agency. The school is opting to utilize own district staff to provide services, reducing the charges to the cost above.

**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 District and Bay Area Community Resources, San Rafael, CA, for the latter to decrease services Menu of Service Option B, Lead Agency Services for Middle School at Madison Park Academy, for the period of July 1, 2013 through August 22, 2014, in the lesser amount of -\$7,338.00, decreasing the not to exceed amount from \$224,067.00 to \$216,729.00. All other terms and conditions of the ISA remain in full force and effect.

**Recommendation** Approval by the Governing Board of the amendment to the Individual Service Agreement between the District and Bay Area Community Resources. Services to be primarily provided to Madison Park Academy, decreasing the amount of the Individual Service Agreement from \$ -7,338.00 to a not to exceed \$ 216,729.00.

**Fiscal Impact** Funding resource name (please spell out) 6010/After School Education and Safety Grant not to exceed \$ -7,338.00

**Attachments**

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

Board Office Use: Legislative File Info.	
File ID Number	14-0145
Introduction Date	4-9-13
Enactment Number	14-0568
Enactment Date	4-9-14



**INDIVIDUAL SERVICE AGREEMENT (ISA) AMENDMENT No. 1**  
 AGREEMENT TO **DECREASE** SERVICES UNDER A MASTER MEMORANDUM OF UNDERSTANDING

This Amendment is entered into between the Oakland Unified School District (OUSD) and Bay Area Community Resources (CONTRACTOR). OUSD entered into an Agreement with CONTRACTOR for services on July 1, 2013, and the parties agree to amend that Agreement as follows:

**MASTER MOU – ORIGINAL ISA INFORMATION**

VENDOR NAME	Bay Area Community Resources	LEGISTAR FILE ENACTMENT #	13-1213
SITE NUMBER / NAME	215/Madison Park Academy	AMOUNT OF ORIGINAL ISA	\$224,067.00
Original ISA Contract, or most recent ISA Contract Amendment period: July 1, 2013 (from date) to Aug 22, 2014 (end date).			

**REDUCE ORDER OF SERVICES – SELECT APPROPRIATE BOX**

**Decrease in the amount of services (days, hours, etc) purchased in the original ISA.**

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

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

**Decrease in Type(s) of Service.**

Service	Option B: Lead Agency Unit, Middle School	Fee	\$	UNITS OF SERVICE	\$
		\$-7,338.00			\$- 7,338.00
Subtotal					\$- 7,338.00

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

The school is opting to decrease agency services and utilize own District staff to provide services, reducing the charges to the cost above.

**Decreasing the ISA Not to Exceed Amount to:** \$ 216,729.00

**The Term (Duration) of the Individual Service Agreement remains unchanged.**

**The Term (Duration) has changed:** The contract term is reduced \_\_\_\_\_ (days/weeks/months) and the amended expiration date is \_\_\_\_\_.

**ISA Amendment History:**

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

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

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

Amendment being approved by the Board of Education.

VENDOR	NAME: Martin Weinstein	TITLE: CEO	DATE: 4/10/14
SIGNATURE	(Signature)	TITLE: Principal	DATE: 4/10/14
OUSD SITE ADMINISTRATOR	NAME: Lucinda Taylor	TITLE: Principal	DATE: 4/10/14
SIGNATURE	(Signature)	TITLE: Principal	DATE: 4/10/14

**APPROVAL BY THE BOARD OF EDUCATION**

David Kakishiba, President of the Board of Education	DATE: 4-10-14
Gary Yee, Secretary, Board of Education	DATE: 4-10-14



# CERTIFICATE OF LIABILITY INSURANCE

BAYAR-3

OP ID: SG

DATE(MM/DD/YYYY)

07/11/13

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

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

<b>PRODUCER</b> Farallone Pacific Insurance Services, License # 0F84441 859 Diablo Avenue Novato, CA 94947 Peter C. Schmale, ext 121	415-493-2500	<b>CONTACT NAME:</b> <b>Sindy Graham</b> <b>PHONE (A/C No. Ext):</b> 415-493-2166 <b>FAX (A/C No.):</b> 415-493-2505 <b>E-MAIL ADDRESS:</b> sgraham@fp-ins.com
	415-493-2505	
		<b>INSURER(S) AFFORDING COVERAGE</b>
		<b>INSURER A:</b> Philadelphia Indemnity Ins Co.
		<b>INSURER B:</b> State Compensation Ins. Fund
		<b>INSURER C:</b>
		<b>INSURER D:</b>
		<b>INSURER E:</b>
		<b>INSURER F:</b>

**INSURED** Bay Area Community Resources,  
Inc.  
171 Carlos Drive  
San Rafael, CA 94903-2005

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	INSR INVT	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			PHPK1041818	07/01/13	07/01/14	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY		<input checked="" type="checkbox"/>				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 20,000
	Abuse Sublimit						PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> 1,000,000						GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC						\$
A	AUTOMOBILE LIABILITY			PHPK1041818	07/01/13	07/01/14	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS		<input checked="" type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS		<input checked="" type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$
							\$
A	UMBRELLA LIAB			PHUB428381	07/01/13	07/01/14	EACH OCCURRENCE \$ 5,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB		<input checked="" type="checkbox"/> OCCUR				AGGREGATE \$
			<input type="checkbox"/> CLAIMS-MADE				\$
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			400110249	07/01/13	07/01/14	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability			PHPK1041818	07/01/13	07/01/14	Each 1,000,000
							Aggregate 2,000,000

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

**CERTIFICATE HOLDER**

Oakland Unified School  
District  
1025 Second Avenue  
Oakland, CA 94608-2212

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

*Sindy Graham*

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POLICY NUMBER: \* PHPK1041818  
Bay Area Community Resources, Inc.

COMMERCIAL GENERAL LIABILITY

EFFECTIVE: \* July 1, 2013 - 2014

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED — CONTROLLING INTEREST**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

### **SCHEDULE**

**Name of Person or Organization**

**Oakland Unified School District**

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

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



OAKLAND UNIFIED  
SCHOOL DISTRICT

Community Schools, Thriving Students

## Individual Service Agreement (ISA) Amendment Routing Form (Decrease)

### Basic Directions

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

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

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

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

### VENDOR INFORMATION

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

### BUDGET INFORMATION

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

- SPSA ACTION ITEM NUMBER: \_\_\_\_\_ OR  SPSA MODIFICATION DOCUMENTATION ATTACHED

RESOURCE #	RESOURCE NAME	ORG KEY	REQ. NUMBER	AMOUNT
6010	ASES Grant	2151553401	N/A	\$ - 7,338.00
				\$
				\$

### Amount and Reason for Amendment

Original PO Number(s)	P1402023	<b>Reason for Amendment to ISA (check appropriate box):</b> <input checked="" type="checkbox"/> Decrease in number of units (days, hours, etc) of service. / would like to decrease days or hours of service purchased in the original ISA.
Original ISA Amount	\$ 224,067.00	
Amended ISA Amount	\$ - 7,338.00	
New Total Contract Amount	\$ 216,729.00	

### Approval and Routing (in order of approval steps)

Funds from the original contract amount cannot be provided before the amendment is fully approved and the Purchase Order amount has been decreased by Procurement.

	<b>Site Administrator or Manager</b>	Name	Lucinda Taylor	Phone	(510) 636-2701	Fax	(510) 636-2704
1.	Site / Department						
	Signature					Date Approved	2/3/14
2.	<b>Resource Manager</b> , if using funds managed by:	<input type="checkbox"/> State and Federal <input type="checkbox"/> Quality, Community, School Development <input checked="" type="checkbox"/> Complementary Learning / After School Programs					
	Signature					Date Approved	2-19-14
	Signature					Date Approved	
3.	<b>Regional or Executive Officer</b>						
	Signature					Date Approved	3/5/14
4.	<b>Deputy Superintendent Instructional Leadership / Deputy Superintendent Business Operations</b>						
	Signature					Date Approved	3-17-14
5.	<b>Superintendent or Board of Education</b> Signature on the legal contract						
	<b>Legal</b> Required if not using standard contract	Approved		Denied - Reason		Date	
	<b>Procurement</b>	Date Received		PO Number			

Rev. 12/2012 v1

THIS FORM IS NOT A CONTRACT

Board Office Use: Legislative File Info.	
File ID Number	13-1738
Introduction Date	8/29/13
Enactment Number	13-1757
Enactment Date	8-28-13



OAKLAND UNIFIED  
SCHOOL DISTRICT

Community Schools, Thriving Students

## Memo

To Board of Education

From Gary Yee, Ed.D., Superintendent  
By: Maria Santos, Deputy Superintendent, Instruction, Leadership & Equity-in-Action  
Vernon Hal, Deputy Superintendent, Business & Operations

Board Meeting Date  
(To be completed by Procurement) August 28, 2013

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

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

**Background**  
*A one paragraph explanation of why the consultant's services are needed.* The attached Individual Service Agreement is the contracting of services at the negotiated price, stated in the referenced Master MOU, approved by the Board of Education on June 26, 2013 (Enactment number 13-1213).

**Discussion**  
*One paragraph summary of the scope of work.* Approval by the Board of Education of an Individual Service Agreement to the Master Memorandum of Understanding (MOU) between the District and Bay Area Community Resources, San Rafael, CA, for the latter to provide their Menu Option B-Lead Agency Unit for Arts, Recreation, Leadership and Family Literary activities in its capacity as a Comprehensive After School Program Lead Agency at Madison Middle School for the period of July 1, 2013 through August 22, 2014, in an amount not to exceed \$224,067.00, pursuant to the terms and conditions as specified in the MOU.

**Recommendation** Approval by the Board of Education of an Individual Service Agreement to the Master Memorandum of Understanding (MOU) between the District and Bay Area Community Resources for the latter to provide Arts, Recreation, Leadership and Family Literary activities in its capacity as a Comprehensive After School Program Lead Agency at Madison Middle School for the period July 1, 2013 through August 22, 2014.

**Fiscal Impact** Funding Resource:  
6010/After School Education and Safety (ASES) Grant in the amount of \$105,005.00, 4124/21<sup>st</sup> Century Community Learning Centers (21<sup>st</sup> CCLC) Core Grant in the amount of \$104,716.00, and 4124/21<sup>st</sup> Century Community Learning Centers (21<sup>st</sup> CCLC) Equitable Access Grant in the amount of \$14,346.00, for a total amount not to exceed \$224,067.00.

**Attachments**

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

<b>Board Office Use: Legislative File Info.</b>	
File ID Number	13-1738
Introduction Date	8/29/13
Enactment Number	13-1757
Enactment Date	8-28-13



OAKLAND UNIFIED SCHOOL DISTRICT

**INDIVIDUAL SERVICE AGREEMENT (ISA) 2013-2014**

<b>MASTER MOU INFORMATION</b>			
VENDOR NAME	Bay Area Community Resources		
VENDOR #	1001628	ENACTMENT #	13-1213
SITE / DEPT NAME	Madison Middle School	SITE #	215
OUSD STAFF CONTACT - EMAILS ABOUT THIS CONTRACT SHOULD BE SENT TO:		Lucinda.Taylor@ousd.k12.ca.us	

<b>ORDER MENU OF SERVICES (EXHIBIT A OF MASTER MOU) - SELECT DESIRED SERVICE</b>				
SERVICE AND UNIT OF SERVICE (SEE EXHIBIT A OF MASTER MOU FOR A FULL DESCRIPTION OF SCOPE OF WORK AND MENU OF SERVICES)	GRADE LEVEL(S) SERVED	RATE PER UNIT	DESIRED UNITS	AMOUNT (DESIRED UNITS TIMES RATE PER UNIT)
B -Lead Agency Unit for Middle School	6-8	\$ 126,811	1.8	\$ 224,067
		\$		\$
		\$		\$
<b>TOTAL AMOUNT</b>				<b>\$ 224,067</b>
IF FEE DOES NOT EQUAL RATE PER UNIT MULTIPLIED BY DESIRED UNITS, EXPLAIN REASON FOR ALTERED RATE:				
1a. School opting to utilize own teachers to provide academic services, reducing the academic programming charges to the cost above. 1d. School opting to fund School Safety Officer, reducing above costs to provide safe and secure after school environment.				

<b>BUDGET INFORMATION</b>					
REQUISITION NUMBER	R0400877	START DATE	July 1, 2013	END DATE	August 22, 2014
RESOURCE #	RESOURCE NAME	ORG KEY	AMOUNT		
6010	ASES	2151553401	\$ 105,005.00		
4124	21st CCLC Base	2151872401	\$ 104,716.00		
4124	21st CCLC Equitable Access	2151873401	\$ 14,346.00		

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

VENDOR	NAME	MARTIN WEINSTEIN	TITLE	CEO
SIGNATURE			DATE	7/18/13
OUSD SITE ADMINISTRATOR	NAME	LUCINDA TAYLOR	TITLE	PRINCIPAL
SIGNATURE			DATE	08/27/13

<b>APPROVAL</b>			
IF USING FUNDS REVIEWED BY STATE AND FEDERAL PROGRAMS OR Quality Community School Development			
SPSA ACTION ITEM NUMBER: _____ OR, _____ SPSA MODIFICATION DOCUMENTATION ATTACHED			
RESOURCE MANAGER, if using funds managed by:			
<input type="checkbox"/> State and Federal <input type="checkbox"/> Quality Community School Development <input checked="" type="checkbox"/> After School Programs			
SIGNATURE		DATE	7-17-13
SIGNATURE		DATE	
NETWORK OR DEPARTMENT EXECUTIVE OFFICER			
SIGNATURE		DATE	7.18.13
PRESIDENT AND THE SECRETARY OF THE BOARD OF EDUCATION			
SIGNATURE		DATE	8-29-13
SIGNATURE		DATE	8-29-13



# CERTIFICATE OF LIABILITY INSURANCE

BAYAR-3

OP ID: SG

DATE (MM/DD/YYYY)  
07/11/13

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

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

PRODUCER Farallone Pacific Insurance Services, License # 0F84441 859 Diablo Avenue Novato, CA 94947 Peter C. Schmale, ext 121	415-493-2500	CONTACT NAME: <b>Sindy Graham</b>	
	415-493-2505	PHONE (A/C, No, Ext): <b>415-493-2166</b>	FAX (A/C, No): <b>415-493-2505</b>
		E-MAIL ADDRESS: <b>sgraham@fp-ins.com</b>	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: <b>Philadelphia Indemnity Ins Co.</b>	<b>32760</b>
INSURED <b>Bay Area Community Resources, Inc.</b> <b>171 Carlos Drive</b> <b>San Rafael, CA 94903-2005</b>		INSURER B: <b>State Compensation Ins. Fund</b>	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <b>Abuse Sublimit</b> <input checked="" type="checkbox"/> <b>1,000,000</b> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC	X	PHPK1041818	07/01/13	07/01/14	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>1,000,000</b> MED EXP (Any one person) \$ <b>20,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COMPROP AGG \$ <b>2,000,000</b> \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		PHPK1041818	07/01/13	07/01/14	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ <b>10,000</b>		PHUB426381	07/01/13	07/01/14	EACH OCCURRENCE \$ <b>5,000,000</b> AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y/N <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	400110249	07/01/13	07/01/14	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ <b>1,000,000</b> E.L. DISEASE - EA EMPLOYEE \$ <b>1,000,000</b> E.L. DISEASE - POLICY LIMIT \$ <b>1,000,000</b>
A	Professional Liability		PHPK1041818	07/01/13	07/01/14	Each <b>1,000,000</b> Aggregate <b>2,000,000</b>

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

## CERTIFICATE HOLDER

## CANCELLATION

Oakland Unified School District  
1025 Second Avenue  
Oakland, CA 94606-2212

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

AUTHORIZED REPRESENTATIVE

*Sindy Graham*

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POLICY NUMBER: \*PHPK1041818  
Bay Area Community Resources, Inc.

COMMERCIAL GENERAL LIABILITY

EFFECTIVE: \* July 1, 2013 - 2014

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED — CONTROLLING INTEREST

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization

Oakland Unified School District

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

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

2013-2014 Elementary/Middle School After School Program Budget

AFTER SCHOOL BUDGET PLANNING SPREADSHEET									
ELEMENTARY & MIDDLE SCHOOLS - 5/2/13									
Line Item	2013-2014	2013-2014	2013-2014	2013-2014	2013-2014	2013-2014	2013-2014	2013-2014	2013-2014
TOTAL BUDGET APPROVED	\$180,000	\$180,000	\$180,000	\$180,000	\$180,000	\$180,000	\$180,000	\$180,000	\$180,000
PERSONNEL									
Classroom Support (10%)	\$7,143	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Classroom Support (10%) (2013-2014)	\$7,143	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Classroom Support (10%) (2014-2015)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL PERSONNEL	\$7,143	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
PROFESSIONAL SERVICES									
Academic Learning/Quality Support Coach REQUIRED	\$2,500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Certificated Teacher Extended Contracts (2013-18th X 4thrs X .33 weeks = \$3,057.12 x 4 = \$12,228.48)	\$12,228	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Certificated Teacher Extended Contracts-ELL supports	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total certificated	\$14,728	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
NON-PROFESSIONAL SERVICES									
Site Coordinator (not here, if direct employee)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
SSO (optional)	\$5,500	\$0	\$0	\$0	\$0	\$7,200	\$0	\$0	\$0
Total classified	\$5,500	\$0	\$0	\$0	\$0	\$7,200	\$0	\$0	\$0
BENEFITS									
Employee Benefits for Additional Time (20% of total salaries paid as extended contracts or overtime)	\$4,048	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Employee Benefits for Salaried Employees (40%)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Lead Agency benefits (rate 25 %)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total benefits	\$4,048	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
SUPPLIES									
Supplies (OUSD only, except for Summer Supplemental)	\$0	\$0	\$0	\$0	\$0	\$4,420	\$0	\$0	\$0
Supplies (OUSD only)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Field Trips	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Equipment (OUSD only)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Bus tickets for students	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Training (CPB Classroom Management, Lesson Planning, etc.)	\$150	\$0	\$0	\$0	\$0	\$1,200	\$0	\$0	\$0
Training, Summer Institute	\$150	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Communications	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
STEM Training	\$0	\$0	\$0	\$500	\$0	\$0	\$0	\$0	\$0
College & Career Readiness/Building International Communities Learning Community curriculum	\$0	\$0	\$0	\$1,600	\$0	\$0	\$0	\$0	\$0
Travel	\$0	\$300	\$0	\$2,000	\$0	\$0	\$0	\$0	\$0
Total books and supplies	\$0	\$300	\$0	\$2,000	\$0	\$0	\$6,770	\$0	\$0
GRANTS									
Site Coordinator (salary, \$45,000 + \$1,200 (Fringe) = \$46,200)	\$0	\$42,813	\$0	\$0	\$0	\$13,437	\$0	\$0	\$0
DACH Program Manager (Professional Development, Training, Coaching, Staff Observations, general feedback for program quality: 13% of \$60,000; fringe @ 29% = \$7,750. Total with fringe = \$9,888)	\$0	\$0	\$0	\$0	\$0	\$9,888	\$0	\$0	\$0
Middle School Assistant Coordinator (130 100 + Fringe \$7,326 = \$37,825)	\$0	\$31,133	\$0	\$0	\$0	\$6,692	\$0	\$0	\$0
High School Assistant Coordinator (Salaried \$20hr x 26 weeks x \$9 = \$49,200 + Fringe \$18,240 = \$67,440)	\$0	\$0	\$0	\$22,800	\$0	\$0	\$0	\$0	\$0

**2013-2014 Elementary/Middle School After School Program Budget**

	College & Career Readiness Lead Instructor (required) @16hr x 10 weeks @ 20 wks/180 days = \$5,780 + \$1,445 (Fringe) = \$7,225									\$7,200				
3825	Middle B. Enrichment Facilitators - 2 Instructors (16hr x 18wks @ 36 wks/180 days = \$10,368 x 2 = \$20,736 (and extra time for short days and holidays @ \$2,000) = \$22,736 + \$5,524 (Fringe) = \$28,260	\$6,222			\$9,587						\$13,381			
3825	Middle Enrichment Facilitator/Counseling (15hr x 5 wks @ 30 wks/180 days = \$2,700 + Fringe \$873 = \$3,573)										\$3,375			
3825	Middle Enrichment Facilitator/Leadership (17hr x 12 wks @ 36 wks/180 days = \$19,800 + Fringe \$4,973 = \$24,803)	\$20,515									\$4,348			
3825	Middle B. 2. Enrichment Facilitator/Instructor (16hr x 10wks @ 30 wks/180 days = \$10,368 + Fringe \$2,662 = \$12,990)								\$4,185		\$6,775			
3825	Middle B Enrichment Facilitator - Instructor (16hr x 18wks @ 36 wks/180 days = \$10,368 x 4 = \$41,472 (and extra time for short days and holidays @ \$2,000) = \$43,472 + \$11,218 (Fringe) = \$54,690)				\$55,068									
3825	Academic Instructor/Homework Support (15hr x 12 wks @ 36 wks/180 days = \$6,480 + \$819 (\$1,600) = \$7,299)										\$8,100			
3825	Ms. Nancy Tim (Program Support)-Stipend (50% @ \$125/week)										\$250			
3825	Ms. Sautter (Program Support)-Stipend (50% @ \$125/week)										\$250			
3825	STE/Distance Learning Community				\$500									
3825	Enrichment TBD	\$0			\$5,678						\$3,976			
3825	Subcontractor: Cycle of Change (1hr/week x 1 day/week @ \$2,500/week) = \$2,500 (1/2 day only)										\$2,500			
3825	Volunteer Coordinator (2.0% PTE per site - \$440)				\$840						\$0			
3825	Sports & Fitness Fees @ \$2,801				\$2,800						\$0			
	<b>Total salaries</b>	\$0	\$100,883	\$0	\$99,489	\$0	\$13,676	\$68,095	\$0	\$0	\$0	\$0	\$0	\$0
<b>PERSONNEL - OTHER</b>														
	Personnel CR-94 (East Bay Director) (\$2,180)									\$0	\$2,180			
	Director of Academics										\$2,000			
	Administrative Assistant										\$1,212			
	<b>Total value of all other direct services</b>									\$0	\$0	\$0	\$0	\$5,372
<b>LEAD AGENCY ADMINISTRATIVE FEES</b>														
	Lead Agency admin fees (4% max of total contract \$)		\$4,022.00		\$3,258		\$870	\$8,125			\$0			
<b>FOURTY FIVE</b>														
	Administrative Support Staff	\$26,897	\$109,932	\$7,997	\$391,450	\$2,774	\$13,875	\$13,875	\$0	\$0	\$0	\$0	\$0	\$6,377
	Middle School Administrative	\$19,478	\$4,672	\$14,957	\$7,373	\$0,000	\$670	\$8,125	\$0	\$0	\$0	\$0	\$0	\$0
<b>TOTAL:</b>		\$44,995	\$105,005	\$15,784	\$104,718	\$10,655	\$14,545	\$82,000	\$0	\$0	\$0	\$0	\$0	\$5,377
	<b>Total budgeted per column</b>		\$150,000	\$0	\$121,500	\$0	\$25,000	\$62,000	\$0	\$0	\$0	\$0	\$0	\$5,377
	<b>BALANCE remaining to allocate</b>		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	<b>TOTAL GRANT FUND ALLOCATION TO SITE</b>	\$160,000	\$121,500	\$25,000	\$62,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,377

**ARBS MATCH REQUIREMENT:**  
ARBS requires a 3:1 match for every grant award dollar awarded.

Total Match amount required for this grant:	\$0,000
Facilities count toward 25% of this match requirement:	12,500
<b>Remaining match amount required:</b>	<b>\$7,500</b>

Match should be met by combined OFCY funds, other site funds, private dollars, and in-kind resources. This total equals:

	\$0,000
<b>Total Match amount left to meet:</b>	<b>\$7,500</b>

**Required Signatures for Budget Approval:**

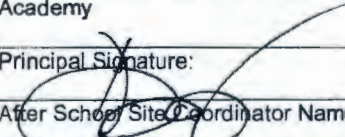

Principal:	_____	Date:	_____
Lead Agency:	_____	Date:	_____



**OUSD After School Programs**  
 funded by After School Education and Safety (ASES) and 21<sup>st</sup> Century Community Learning Center (21<sup>st</sup> CCLC) Grants

**ASES and 21<sup>st</sup> CCLC After School Program Plan**  
 Elementary & Middle Schools  
 2013 - 2014

**SECTION 1: School Site Information**

School Site: Madison Park Business and Arts Academy	Date: May 23, 2013
Principal Signature: 	Lead Agency Signature: 
After School Site Coordinator Name (if known at this time): Meisha Marshall	

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

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

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

*W*

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

- Students will receive assistance to complete homework daily and will receive tutoring in ELA as needed.
- Students will say they are in a safe, nurturing environment.
- Students participate in sports, recreation, and arts activities weekly.
- Students will participate in community building activities to support a positive school culture.
- 100% of students will engage in extended day-academic intervention.

**SECTION 3: OUSD Strategic Questions**

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

<b>Strategic Questions/Desired Outcomes</b>	<b>Strategic Activities</b>	<b>Outcomes of Strategic Activities</b>	<b>Data used to assess the strategic activities</b>
<i>As a result of our ASP efforts...</i>	<i>What after school strategic activities will support the desired outcomes?</i>	<i>What short-term outcomes will you expect from your efforts by the end of the school year?</i>	<i>What data will be collected to measure these outcomes?</i>
<b>High School Graduation:</b> How many more Oakland children are graduating from high school?	The ASP will host a College and Career Day along with posting college visuals around campus.	Students will have a better understanding of the city, state and University of California education system.	Pre and Post Assessment
<b>Satisfactory School Day Attendance:</b> How many more Oakland children are attending school 95% or more?	The ASP will acknowledge perfect attendance every 12 weeks.	The ASP expects a 1% increase in attendance for the next school year 2012-2013.	The 12 week attendance report will be collected and compared to the previous year.
<b>Job Skills/Career readiness:</b> How many more students have meaningful internships and/or paying jobs?	The ASP will host a Career Day in collaboration with the day staff.	Students will be expected to learn about various jobs and careers.	Pre and Post Assessment
<b>Health and Well-being:</b> How many more Oakland children have access to, and use, the health services they need?	Approximately 365 students will have access and use the health services at the Madison Health Clinic.	Majority of students will have access to health care.	The ASP will retrieve Health Clinic data referring to how many students utilize their

	services.
<b>SECTION 4: Program Model and Lead Agency Selection</b>	
For 2013-2014, my site will operate the following program model:	
<input checked="" type="checkbox"/> <b>Traditional After School:</b> <i>voluntary program open to all students, with enrollment priorities targeting certain students</i> <input checked="" type="checkbox"/> <b>Extended School Day:</b> <i>additional class periods added to the bell schedule during after school hours for students of a particular grade and/or all students of the school</i> <input type="checkbox"/> <b>Blended/Hybrid:</b> <i>combination of some extended day and some traditional after school programming</i>	
<b>Description and Rationale for Selection of Lead Agency</b>	
Describe how the selected Lead Agency partner will support the school's plans for Full Service Community School development. For over twenty years, Bay Area Community Resources (BACR) has maintained an infrastructure that has successfully managed high quality after school programming throughout the Bay Area. This diverse agency believes in providing a safe and positive after school environment with nurturing adults for students, in which they can improve their academic and social skills. BACR strives to integrate the principles and practices of youth development into all activities. This approach to after school programs is consistent with the BACR mission of serving youth and families, fostering volunteerism, and building communities.	
<b>SECTION 5: ATTENDANCE, PROGRAM DATES, AND PROGRAM SCHEDULE</b>	
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 2013-2014:	<b>180 days required*</b>
Projected Daily Attendance during School Year 2013-2014:	201
<b>Program Schedule</b>	
Submit program schedule as an attachment, using the standard program schedule template.	

\* CDE allows programs to close for a maximum of 3 of these days during the school year for professional development. Families must be notified of these program closure dates in advance, and the lead agency must maintain documentation of professional development activities offered on these dates.

**SECTION 6: Academics**  
 Your site should plan to offer a range of academic supports including:  
 1) Targeted Interventions 2) Skill-Building 3) Homework Support 4) Tutoring  
 Other possible supports may include computer lab, library exploration, project-based learning, coordination 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 Population	Academic Support (choose one)	CSSSP goal(s) or school need supported by activity	Measurable Outcomes	Description of program/activity	Instructional Strategies
1	All program participants	<input checked="" type="checkbox"/> Homework Support <input type="checkbox"/> Tutoring <input type="checkbox"/> Skill Building <input type="checkbox"/> Academic Intervntn <input type="checkbox"/> Other	Trained after school staff and volunteers will be supported by the Academic Liaison and ASP Coordinator. CSSSP: 5% of students will score basic to proficient in CST writing 2013.	100% of students will participate in Homework Support.	In groups of 20 students will be supported by 1 adult 4 days per week for 45 minutes per day	After school staff will provide homework support utilizing the school day curriculum and daily homework description.
2	Far Below Basic/ Below Basic	<input type="checkbox"/> Homework Support <input type="checkbox"/> Tutoring <input checked="" type="checkbox"/> Skill Building <input checked="" type="checkbox"/> Academic Intervntn <input type="checkbox"/> Other	(CSSSP) 15% of the identified FBB/BB 8 <sup>th</sup> graders in Algebra 1 will score basic in CST Math in 2013.	10% of participating students will achieve proficiency in CST Math 2013.	A group of 18 8 <sup>th</sup> graders will work with a credentialed teacher in Algebra 1 4 days per week 45 minutes per day.	A credentialed teacher utilizing CST strategies will support a group of students.
3	Far Below Basic/ Below Basic	<input type="checkbox"/> Homework Support <input checked="" type="checkbox"/> Tutoring <input type="checkbox"/> Skill Building <input type="checkbox"/> Academic Intervntn <input type="checkbox"/> Other	ASP Coordinator will coordinate services with SES tutoring program.	(CSSSP) School will meet annual measurable objectives for 2013 in Math.	In small groups, students are engaged in one-on-one computer tutoring programs.	SES providers' instructional strategies are aligned with school day program.
4	Grade Level	<input checked="" type="checkbox"/> Homework Support <input type="checkbox"/> Tutoring <input type="checkbox"/> Skill Building <input type="checkbox"/> Academic Intervntn <input type="checkbox"/> Other	Trained after school staff and credentialed teachers will be supported by the Academic Liaison and ASP	(CSSSP) A: School will meet annual measurable objectives for 2012-2013 in ELA. B: 10% of students will	Ten students will be matched with one credentialed teacher three days/week, 45 minutes/day to receive homework	The majority of students are separated by grade level & provided homework support using teachers' daily

			Coordinator.	score basic to proficient in CST writing 2013.	support.	homework description
5	English Language Learners	<input type="checkbox"/> Homework Support <input type="checkbox"/> Tutoring <input checked="" type="checkbox"/> Skill Building <input type="checkbox"/> Academic Intervntn <input type="checkbox"/> Other	(CSSSP) 3% of ELL students will increase from BB to B level per year on CELDT.	ELL students will receive additional support based on school day curriculum, homework and fluency goals.	Ten students will be matched with one credentialed teacher three days/week, 45 minutes/day to receive homework support.	Project ACHIEVE supports the ELL students during 6 <sup>th</sup> period (Extended Day). They remain with ELL Day Teacher until transition into enrichment. Strategies are aligned with School vision and CSSSP.
6	Chronic Absenteeism	<input type="checkbox"/> Homework Support <input type="checkbox"/> Tutoring <input type="checkbox"/> Skill Building <input type="checkbox"/> Academic Intervntn <input checked="" type="checkbox"/> Other	The ASP Coordinator or Program Assistant will work closely with the attendance clerk.	Talk to and work with students who are having issues with attendance to clearly identify challenges.	Parents will be notified of chronic absenteeism from the ASP by a letter or phone call.	

**SECTION 7: ENRICHMENT & PHYSICAL ACTIVITY / RECREATION**  
 Enrichment activities and physical activity/recreation are required components of the ASES and 21<sup>st</sup> Century grants. Enrichment activities should provide students with the opportunity to apply their classroom learning in a real, hands-on way. Enrichment activities should intentionally and creatively build skills that support students' success in school and in life. Enrichment activities often support school goals for health and wellness, positive school climate, arts learning, and student engagement.

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

			proper nutrition to sustainable output. Sports/fitness includes intramural sports and conditioning.		
<b>Gardening/ Nutrition*</b> <i>(*required for sites applying for OFCY gardening grants.)</i>	<input checked="" type="checkbox"/> <b>Student Identified</b> <input type="checkbox"/> <b>School Identified</b> <input type="checkbox"/> <b>Parent Identified</b> <input type="checkbox"/> <b>Other (specify)</b>	The ACHIEVE garden team builds skills by teaching and growing healthy foods which supports the schools Health and Wellness policy.	All grades will learn soil composition, food origins, sustainable living/eating, planting cycles, science, math, nutrition, insect life cycles and fertilizations, appropriate use of garden tools, and basic garden upkeep. They will develop a sense of community, pride and appreciation for their work.	<input checked="" type="checkbox"/> <b>Conflict Resolution</b> <input checked="" type="checkbox"/> <b>Social Skills</b> <input type="checkbox"/> <b>Leadership</b> <input type="checkbox"/> <b>Academic (specify)</b> <input checked="" type="checkbox"/> <b>Health/Fitness</b> <input type="checkbox"/> <b>Other (specify)</b>	
<b>Cooking Club</b>	<input checked="" type="checkbox"/> <b>Student Identified</b> <input type="checkbox"/> <b>School Identified</b> <input type="checkbox"/> <b>Parent Identified</b> <input type="checkbox"/> <b>Other (specify)</b>	The ACHIEVE cooking club supports the Health and Wellness policy by teaching students how to cook healthy meals.	All grades will learn the fundamentals of cooking and how to properly use basic cooking utensils.	<input checked="" type="checkbox"/> <b>Conflict Resolution</b> <input checked="" type="checkbox"/> <b>Social Skills</b> <input type="checkbox"/> <b>Leadership</b> <input type="checkbox"/> <b>Academic (specify)</b> <input checked="" type="checkbox"/> <b>Health/Fitness</b> <input type="checkbox"/> <b>Other (specify)</b>	
<b>Arts &amp; Crafts</b>	<input checked="" type="checkbox"/> <b>Student Identified</b> <input type="checkbox"/> <b>School Identified</b> <input type="checkbox"/> <b>Parent Identified</b> <input type="checkbox"/> <b>Other (specify)</b>	The ACHIEVE art program help students creatively express themselves through visual arts enhancing the school curriculum.	All grades will participate in art based activities.	<input checked="" type="checkbox"/> <b>Conflict Resolution</b> <input checked="" type="checkbox"/> <b>Social Skills</b> <input type="checkbox"/> <b>Leadership</b> <input type="checkbox"/> <b>Academic (specify)</b> <input type="checkbox"/> <b>Health/Fitness</b> <input checked="" type="checkbox"/> <b>Other (specify) Art learning</b>	
<b>Video/ Music</b>	<input checked="" type="checkbox"/> <b>Student Identified</b> <input type="checkbox"/> <b>School Identified</b> <input type="checkbox"/> <b>Parent Identified</b> <input type="checkbox"/> <b>Other (specify)</b>	Project ACHIEVE Team promotes a hands-on, engaging, experience that teaches youth about	All grades will have an opportunity to participate in music. Participants will produce a DVD,	<input checked="" type="checkbox"/> <b>Conflict Resolution</b> <input checked="" type="checkbox"/> <b>Social Skills</b> <input type="checkbox"/> <b>Leadership</b> <input type="checkbox"/> <b>Academic (specify)</b> <input type="checkbox"/> <b>Health/Fitness</b>	

		positive self-expression, and collaboration, while building self-esteem.	interview students and day/ACHIEVE staff for the digital yearbook, and create program-based video clips	<input checked="" type="checkbox"/> Other (specify) Effective Communications	
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**SECTION 8: FAMILY ENGAGEMENT / FAMILY LITERACY**

After school provides an excellent context to foster parent involvement, connect families to the larger school community, and share important information related to the after school and regular school day programs. After school family 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 in the community, and increase their ability to support their student's learning and development.

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

**SECTION 9: Chronic Absence Action Plan**

Improving school day attendance for all students and reducing chronic absenteeism is one of the key OUSD 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
a) Recruit and address the needs of students who are at risk of chronic absenteeism.	Talk with students about the importance of regular attendance. Host an awards ceremony celebrating attendance.
b) Inform parents about the importance of attendance and encourage parents to help each other get their students to class.	Inform parents during orientation of attendance expectations, distribute registration form that outlines importance of attendance, notify parents when students are chronically absent, place students with excessive absences on contract.
c) Track students with poor program attendance and reach out to find out why and how attendance could be improved.	Monitor attendance (work w/ attendance to gather names of chronically absent from school day, compare day attendance with afterschool).
d) Celebrate good attendance and/or offer meaningful incentives to attract and reward students for attending our program.	Hold award ceremony to celebrate good attendance. Pizza parties for sports teams to recognize consistent attendance.

#### SECTION 10: Transforming School Culture and Climate

After school programs can play a critical role in support the school's efforts to transform school culture and climate, helping to make schools positive, supportive places for all students to stay engaged, be successful, and thrive.

a) The following are paths that OUSD schools are taking to change discipline and transform school culture and climate. What strategy/strategies is your school utilizing to transform school culture and climate?

- PBIS (Positive Behavioral Interventions and Support)
- Restorative Justice
- Social and Emotional Learning
- Bullying Prevention



Other: (please specify) _____	
<p>b) How will the school and lead agency partner work together to ensure that the after school program is aligned and supporting these efforts, and helping to transform school culture and climate? The Coordinator attends all COST meetings and works closely with the middle and high school administrators to ensure the after school program will be aligned with the school day vision and goals.</p>	
<p>c) Reducing the disproportionate suspension rates of African American students is a key priority for OUSD. Please describe any special efforts your after school program is taking to support the school engagement, social-emotional well-being, and/or academic success of African American students at your school (ie. Manhood Development circles, Ethnic Studies curriculum, recognition ceremonies for student accomplishments, Black professionals as role models or mentors, etc.): Working in partnership with the Administrators and teaching staff, the ASP will continue to hold high standards, ensure accountability, and help the students follow the culture. Girls and boys groups will provide a forum for more in depth discussions on how to reframe perspective and shift awareness. The ASP will work with the other teaching staff and administrators to ensure there is a seamless approach to addressing students of color.</p>	
<p><b>SECTION 11: Coordination with Other Service Providers</b>          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.</p>	
<p>The after school Site Coordinator or Director will actively participate in which of the following school group(s), in order to increase alignment between after school and school day efforts?</p>	<p><input checked="" type="checkbox"/> COST team (Coordination of Services Team)  <input type="checkbox"/> SST (Student Study Team)  <input type="checkbox"/> SSC (School Site Council)  <input type="checkbox"/> ELT (Educational Leadership Team)  <input type="checkbox"/> PTA  <input type="checkbox"/> Attendance Team/Workgroup  <input checked="" type="checkbox"/> CSSSP (Community School Strategic Site Planning) team  <input checked="" type="checkbox"/> School Culture/Climate Committee  <input type="checkbox"/> Other (specify)</p>
<p>List key community partners whom you will actively collaborate with to accomplish the goals of your program.</p>	<p>Collaborate and coordinate services with Oakland Success Office, OUSD, Public Profit, Elev8, City of Oakland, Alameda County Health Department, Eastlake YMCA, and Community Outreach partners.</p>
<p>Identify other service providers and support personnel at your school (ie. school psychologist, School Based Health Center staff, counselor, mental health therapist, school nurse, parent liaison, etc.) whom you will actively</p>	<p>Wa Netta Daniels, School Nurse          Gloria Negron, Attendance Clerk          Clo Escudero, Elev8 Coordinator          Victoria King, Family Advocate</p>

collaborate with to accomplish the goals of your program.	
The after school Site Coordinator or Director will actively participate in which of the following school group(s), in order to increase alignment between after school and school day efforts?	<input checked="" type="checkbox"/> COST team (Coordination of Services Team) <input type="checkbox"/> SST (Student Study Team) <input type="checkbox"/> SSC (School Site Council) <input type="checkbox"/> ELT (Educational Leadership Team) <input type="checkbox"/> PTA <input type="checkbox"/> Attendance Team/Workgroup <input checked="" type="checkbox"/> CSSSP (Community School Strategic Site Planning) team <input checked="" type="checkbox"/> School Culture/Climate Committee <input type="checkbox"/> Other (specify)

**2013-14 After School Enrollment Policy for Madison Park Business and Arts Academy**

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 <i>Optional</i> or <i>Mandatory</i> for each target population
Students in need of academic support and Intervention	School referrals, parent request (SES).	Students in need of academic support and Intervention
Students from socio-economically disadvantaged families/backgrounds	Application, school referrals, and knowledge of family history.	Students from socio-economically disadvantaged families/backgrounds
English Language Learners	School referrals and knowledge of family history.	English Language Learners
Students in need of being engaged	Application, school referrals, parent request, and knowledge of family history.	Students in need of being engaged
Transitional Youth	School referrals and knowledge of family history.	Transitional Youth
Students with Siblings in the program	Knowledge of family history.	Students with Siblings in the program
Chronic Absenteeism	Monitor attendance (work w/ attendance to gather names of chronically absent from school day, compare day attendance with afterschool).	Chronic Absenteeism

**Grade levels prioritized for programming: 6<sup>th</sup>-9<sup>th</sup>**

*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. (For example, if program slots remain open after you have reached out to fill slots with target populations identified above, then by law, you must accept a kindergarten family that desires program services, even if your program prioritizes students in grades 1-5.)*

**Additional Notes:**

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

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

**Enrollment Process and Timeline:** (Summarize your enrollment timeline below. Describe how your school will identify and recruit students beginning in Spring 2013. Indicate how families will be notified of 2013-14 enrollment before the last day of school, June 13, 2013.)

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

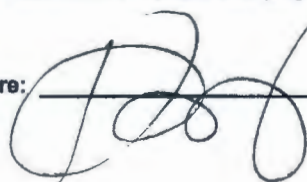
		with Teachers, PTA/PTO
	5 <sup>th</sup> Grade Meetings	Site Coordinator
<b>Outreach to Parents</b>	Flyers	Site Coordinator(s) & Staff
	Parent Orientations	Site Coordinator(s) & Staff

Timeline	After School Enrollment Steps/Process	Individual(s) responsible
<b>April</b>	Distribute Flyers to ASP parents, teachers, and post in school office	Site Coordinator
	Outreach to parents, teachers, community re: open enrollment and target population	Site Coordinator
	Publicize in School Newsletter, ASP Newsletter	Site Coordinator with Principal
	Publicize at teacher mtgs., PDs, SSC Mtgs., COST Mtgs., etc.	Site Coordinator
<b>May</b>	Host 1st Parent Orientations & Distribute Applications	Site Coordinator(s) & Program Assistant
	Review Applications and interview parents if needed	Site Coordinator
	Talk with Teachers/administrators/parents to gain additional demographic information to assess student needs	Site Coordinator with: Teachers, Principal, Parent, Academic Liaison, Counselor, Resource Specialist
<b>May-June</b>	Send Acceptance and Denial Letters for 2013-2014 year	Site Coordinator & Program Assistant

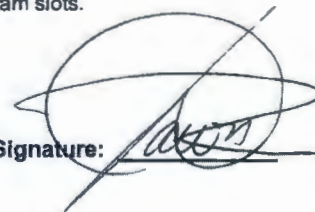
**Important dates to include in your timeline:**

- April – June: Spring enrollment for 2013-14 programs.
- Families will be notified of 2013-14 after school enrollment before the last day of school, June 13, 2013.
- After school programs begin on 1<sup>st</sup> Day of school, with enrollment at a minimum 75% capacity.
- August – September: New school year enrollment of families for remaining program slots.
- Remaining program slots will be filled by September 30, 2013.
- All programs must maintain waitlists after program slots are filled.

Principal Signature: \_\_\_\_\_



Lead Agency Signature: \_\_\_\_\_



**2013-14 Assurances for Grant Compliance and After School Alignment with School Day**

Principal and Lead Agency representative (ie. Program Director and/or Site Coordinator) will review and discuss each assurance below, and initial next to each item to signify agreement. Attached separately are the following documents referenced below: 1) Grant Assurances signed by OUSD Superintendent, 2) After School MOU template, and 3) Academic Liaison Role Description.

Principal initials	Lead Agency initials	2013 - 14 Assurances for Grant Compliance and After School Alignment with School Day
		Site Administrator and Lead Agency Director/Site Coordinator have reviewed the CA Dept of Education's ASES and/or 21 <sup>st</sup> Century Grant Assurances, and understand mandated grant compliance elements.
		Site Administrator and Lead Agency Director have reviewed the Lead Agency After School MOU together, and agree to the requirements outlined in the MOU for the lead agency partner.
		Site Administrator will meet regularly with Site Coordinator to ensure program is meeting identified goals.
		Site will share student outcome data to better refine program (Attendance data, EduSoft, Report Cards, IEP's, etc).
		The principal and lead agency partner have reviewed and discussed the Academic Liaison/Quality Support Coach key responsibilities described on the following page. Both Principal and lead agency partner understand that this role is critical for strengthening staff practices and the quality of the after school program. Site will identify a certificated, qualified individual to serve as the program's Academic Liaison and to fulfill all responsibilities outlined in the role description.
		Site will invite Site Coordinator and appropriate after school staff to participate in school day meetings and professional development opportunities, in order to ensure consistency in standards of teaching and learning and positive school climate.
		Site will invite Site Coordinator to participate on SSC, COST, SST, and CSSSP team to ensure coordination of services.
		Site will coordinate the use of facilities and site level resources in support of program goals.
		Site will provide Site Coordinator with office space that includes access to internet and phone.
		Site Administrator will share the School Site Safety Plan with the Site Coordinator and discuss appropriate policies and procedures to ensure safety during the after school hours.

Principal Signature: \_\_\_\_\_

Lead Agency Signature: \_\_\_\_\_

**Academic Liaison/Quality Support Coach**

After school research clearly shows that high quality programs result in increased youth outcomes. The higher the program quality, the more youth outcomes are achieved. The Academic Liaison (now called "Quality Support Coach") is a required position and plays a critical role in supporting after school program quality through the following high leverage staff capacity-building activities:

- Provide classroom observations, coaching support, and trainings to improve staff practices and program quality.
- Support the after school program's *Assess – Plan – Improve* program quality improvement cycle by helping after school programs gather and review data on program quality, make plans for improvement, and receive training and coaching supports aligned to improvement plans.
- Bridge the after school program with school day goals, priorities, curriculum, pedagogy, and data.
- Provide lesson planning support and lesson modeling to strengthen after school instruction.
- Help develop/design after school academic offerings and curriculum, and support alignment of after school activities with the Common Core standards

The Academic Liaison/Quality Support Coach can be a credentialed teacher from the school faculty or other qualified professional working with the school (for example, a Literacy Specialist, Math Coach from LCI, BTSA Coach, etc.). This individual will receive training and specific direction on the Academic Liaison/Quality Support Coach role from the OUSD After School Programs Office. The After School Programs Office will provide specific deliverables aligned with the key job duties listed above. The required budget allocation for this position is \$2,500 for the year, equivalent to 83 hrs/year at a Paid-In-Service contract rate of \$30.12/hour.

**Academic Liaison/Quality Support Coaching Planning**

a) Please identify who will fulfill the Academic Liaison/Quality Support Coach role for 2013-14:

A credentialed teacher on staff who has effective skills and experiences in coaching and/or adult learning

A qualified professional who is part of the school staff

An OUSD coach connected to the school (i.e. LCI Literacy or Math coach, BTSA coach, etc.)

Other individual (please specify in detail): \_\_\_\_\_

If known, please specify the name of the person who will fill the Academic Liaison role, and identify his/her role in the school:

b) Some schools are challenged in finding a qualified individual on staff who can fulfill the Academic Liaison/Quality

Support Coach role. In this case, the OUSD After School Programs Office will work actively to try to find an OUSD coach to match with the school. Please mark:

My school needs support in finding an individual who can effectively fulfill the role of Academic Liaison/Quality Support Coach.  Yes  No

**Teachers on Extended Contract for Direct Service**

In addition to an Academic Liaison/Quality Support Coach, some schools choose to have teachers on extended contract to provide direct service to students after school, such as after school intervention, support with programs like Achieve 3000 or Fast Forward, and academic enrichment.

**Please list specific after school classes/activities that will be facilitated by teachers paid on extended contract.**  
*Important note: Teachers on extended contract who are providing direct services to students after school must be paid at the negotiated rate of \$23.16/hr (per OEA contract). After school grant funds can be utilized for this direct service work. Beginning in 2013-14, the Academic Liaison/Quality Support Coach cannot provide direct service to students. The Academic Liaison is primarily responsible for providing coaching and training, and is paid at the negotiated Paid-In-Service rate of \$30.12 for their staff capacity-building services. Teachers doing direct service work after school must be paid with an extended contract.*

List after school classes/activities that will be facilitated by teachers on extended contract	Anticipated hours/week for teacher on extended contract

Principal Signature: \_\_\_\_\_

Lead Agency Signature: \_\_\_\_\_



**After School Safety and Emergency Planning for 2013-14**

**After School Safety and Emergency Planning**

A) The Comprehensive School Site Safety Plan will incorporate the After School Program. The Principal and Site Coordinator will discuss plans and procedures for after school safety, and the Site Coordinator will have access to the Comprehensive School Site Safety Plan.

Yes  No

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

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

Yes  No

**Facility Keys**

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

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:

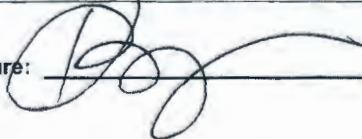
**SSO Staffing: (check one)**

Site has a school day SSO who can accommodate after school related work as part of their regular salary.

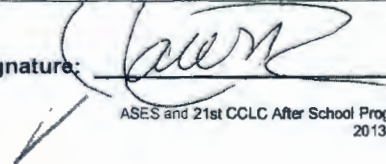
Site will pay Extra time/Over time (ET/OT) to accommodate an after school SSO.

Site does not need an SSO or does not have the resources to have an after school SSO.

Principal Signature: \_\_\_\_\_



Lead Agency Signature: \_\_\_\_\_



**Professional Development and Staff Wellness**

**Professional Development:** After school staff should receive adequate professional development, including coaching support and trainings, in order to grow and improve their practice. Programs should utilize data from the YPQA/SAPQA youth program quality assessment tool to determine the areas of focus for professional development.

a) Programs are allowed up to three days of program closure during the school year to offer staff professional development. Please indicate which three days (if any) your program plans to close this year for PD: TBD

b) What professional development, coaching, and training supports will be provided by the lead agency partner? YPQA, CPS, Curriculum Development and Planning, Self-Care, Classroom Management, Behavior Management, CPR/First Aid, ASPO trainings.

c) What professional development opportunities will be provided by the school site?

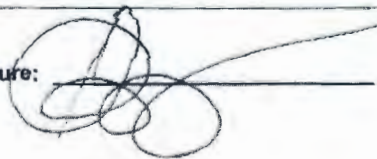
d) ASPO professional development will consist of the mandatory August Institute (Aug. 5-9, four days for new site coordinators; three days for returning site coordinators), mandatory monthly site coordinator meetings (2 hrs/month), optional Youth Work Methods trainings (9 workshops aligned to YPQA, 2 hours each), and various professional learning communities (time commitment varies). Please mark:

I understand that professional development helps ensure program quality. My program is committed to providing/accessing professional development opportunities for after school staff, based on needs identified by program data. My program will adequately budget for staff time to participate in professional development over the course of the year (for key line staff, recommended at least 20 hours of PD/year).  Yes  No

**Staff Wellness**

e) Please describe ways your program will work to support staff wellness over the course of the year: Retreat, Regular Check-ins, wellness training, exercise groups, healthy potlucks

Principal Signature: \_\_\_\_\_



Lead Agency Signature: \_\_\_\_\_

**JAMES MADISON MIDDLE SCHOOL PROJECT ACHIEVE  
2013-2014 AFTER SCHOOL PROGRAM SCHEDULE**

**Extended Day & After School Schedule**

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

<b>Board Office Use: Legislative File Info.</b>	
File ID Number	13-1408
Introduction Date	6/26/13
Enactment Number	13-1213
Enactment Date	6/26/13



OAKLAND UNIFIED  
SCHOOL DISTRICT

Community Schools, Thriving Students

OAKLAND UNIFIED SCHOOL DISTRICT  
Office of the Board of Education  
June 26, 2013

TO: Board of Education

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

*Maria Santos for Tony Smith*

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 \$4,271,386.00. 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 is submitted to the board for approval. In the event that this vendor receives more orders for service than anticipated, an amendment to this MOU will request a new not-to-exceed amount.



## DISCUSSION

Vendor: Bay Area Community Resources

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

Not-To-Exceed Amount: \$4,271,386.00

Determination of the Not-to-Exceed Amount is 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, and 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 or the Amendment to the Master Memorandum of Understanding herewith. 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 BDT budget process*, and a review of State and Federal compliance funding when applicable.



**RECOMMENDATION**

Approval of the Amendment to the Master MOU between Bay Area Community Resources and the Oakland Unified School District authorizing the President and Secretary of the Board to enter into and execute an Amendment to the Master Memorandum of Understanding and Individual Service Agreement(s) with Bay Area Community Resources in an amount Not-To-Exceed \$4,271,386.00.

The Secretary of the Governing Board shall place said Individual Service Agreements on the Consent Calendar for Approval.

**ATTACHMENTS**

- Master MOU

<b>Board Office Use: Legislative File Info.</b>	
File ID Number	13-1408
Introduction Date	6/26/13
Enactment Number	
Enactment Date	



**MASTER  
MEMORANDUM OF UNDERSTANDING  
BETWEEN  
OAKLAND UNIFIED SCHOOL DISTRICT and  
Bay Area Community Resources**

**2013-2014**

**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 \$ 4,271,386.00**

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

**2. TERMS AND CONDITIONS**

2.1 **Term of Agreement.** The term of this agreement shall be July 1, 2013 to August 22, 2014 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](http://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 2013-14 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	Michael Moore
Department	Procurement
Address	900 High Street
City, State, Zip	Oakland, CA 94601
Email	Michael.Moore@ousd.k12.ca.us

- 3.2 Notices to CONTRACTOR shall be addressed as indicated:

Name	Martin Weinstein
Title	CEO
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 2013-2014.
- 4.2 **Independent Contractor.** This is not an employment contract. CONTRACTOR, is an independent contractor or business entity, and will be responsible for operations and management of its employees to sufficiently carry out the agreed upon Scope of Work. CONTRACTOR understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of OUSD, and are not entitled to benefits of any kind or nature normally provided or entitled to employees of OUSD, including, but not limited to, State Unemployment Compensation or Worker's Compensation. CONTRACTOR shall assume full responsibility for payment of all Federal, State, and local taxes or contributions necessary to do business in the State of California, including unemployment insurance, social security and income taxes with respect to CONTRACTOR's employees. In the performance of the work herein contemplated, CONTRACTOR is an independent contractor, with the sole authority for controlling and directing the performance of the details of the work, OUSD being interested only in the results obtained.
- 4.3 **Fiscal oversight and management.** CONTRACTOR shall be responsible for providing oversight, fiscal management, payroll services and technical assistance to its agents, employees or subcontractors. CONTRACTOR may be required to facilitate and collaborate with other service providers as necessary.
- 4.4 **No Rights in Third Parties.** This agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
- 4.5 **Ownership of Documents.** All documents created by CONTRACTOR pursuant to this Agreement, including but not limited to reports, designs, schedules, and other materials prepared, or in the process of being prepared, for the services to be performed by CONTRACTOR, are and shall be at the time of creation and thereafter the property of the OUSD, with all intellectual property rights therein vested in the OUSD at the time of creation. The OUSD shall be entitled to access to and copies of these materials

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

- 4.6 **Copyright/Trademark/Patent/Ownership.** CONTRACTOR understands and agrees that all matters produced under this Agreement shall become the property of OUSD and cannot be used without OUSD's express written permission. OUSD shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark, and/or patent of said matter in the name of OUSD. CONTRACTOR consents to use of CONTRACTOR's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium. These matters include, without limitation, drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any other original works of authorship, or other documents prepared by CONTRACTOR or its Sub-CONTRACTORS in connection with the Services performed under this Agreement. All works shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in those works are the property of OUSD.
- 4.7 **Confidentiality.** The CONTRACTOR and all CONTRACTOR's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information and documents received. CONTRACTOR understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
- 4.8 **Contractor Changes.** CONTRACTOR may, at any time, by written order, make changes within the scope of work and services described in this Agreement. If such change(s) cause an increase or decrease in the budgeted cost of, or the time required for performance of the agreed upon work, CONTRACTOR shall so advise the OUSD immediately via the Contracts Administrator with a revised ISA. The revised ISA shall explain the circumstances giving rise to the unforeseen condition or contingency and shall set forth the proposed adjustment in compensation. Such notice shall be given the OUSD prior to the time that CONTRACTOR performs work or services related to the proposed adjustment in compensation. Any and all pertinent changes shall be expressed in a written supplement to this Agreement prior to implementation of such changes.
- 4.9 **Removal of Staff.** In the event that OUSD, in its sole discretion, at any time during the term of this MOU, desires the removal of any AGENCY related persons, employee, representative or agent from OUSD school site and/or property, AGENCY shall immediately upon receiving notice from OUSD of such desire, cause the removal of such person or persons. In the event OUSD requests the removal of any AGENCY related persons, employee, representative or agent from OUSD school site and/or property, the OUSD site administrator shall provide to the AGENCY written, supporting rationale for the decision. OUSD After School Program Office, after conferring with Legal and the Executive Officer supporting the site, shall decide, taking all the facts and circumstances into account, if AGENCY may reassign an employee or agent to another OUSD site. Prior to the removal or change of any AGENCY staff member who is a regular part of the after school program, AGENCY shall inform the Site Administrator with as much notice as possible, and will work with the Site Administrator to ensure a smooth transition in staffing.
- 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 District 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.sam.gov/portal/public/SAM>)
- 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; 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 Trustees, 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 preceding paragraph.

**9. INSURANCE**

9.1 Throughout the life of the MOU, CONTRACTOR shall pay for and maintain in full force and effect with an insurance company(s) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "AVII" in Best Insurance Rating Guide, the following policies of insurance:

- a) **COMMERCIAL GENERAL LIABILITY** insurance which shall include contractual, products and completed operations, corporal punishment and sexual misconduct and harassment coverage, and bodily injury and property damage liability insurance with combined single limits of not less than \$1,000,000 per occurrence.
- b) **WORKERS COMPENSATION** insurance, as required by the California Labor Code, with not less than the statutory limits.
- c) **PROPERTY AND FIRE** insurance shall provide to protect: Real Property, against risk of direct loss, commonly known as Special Form and Fire Legal Liability, to protect against liability for portions of premises leased or rented; Business Personal Property, to protect on a Broad Form, named peril bases, for all furniture, equipment and supplies of CONTRACTOR. If any District property is leased, rented or borrowed, it shall also be insured the same as real property.

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

**ADDITIONAL ADDENDUM(S) ATTACHED**

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

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

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

*Mark W. ...*  
CONTRACTOR

Date: 6/11/13

\_\_\_\_\_  
President, Board of Education  
Oakland Unified School District

Date: \_\_\_\_\_

\_\_\_\_\_  
Secretary, Board of Education  
Oakland Unified School District

Date: \_\_\_\_\_

**Bay Area Community Resources Anticipated Contract Amounts  
2013-2014**

School	Funding Source	Amount
Alliance Academy	ASES	96,588
Alliance Academy	SIG Funding	52,093
Bridges Academy	ASES	85,488
Bridges Academy	Nutrition Services	3,654
Bunche High	21 St Century- Core	97,378
Bunche High	21 St Century- Equitable Access	21,477
Bunche High	21 St Century- Family Literacy	17,182
Claremont Middle	ASES	124,064
Elmhurst Community Prep	ASES	67,984
Elmhurst Community Prep	SIG Funding	14,555
Elmhurst Community Prep	21 St Century -Base	126,681
Elmhurst Community Prep	21 St Century -Supplemental	30,000
Elmhurst Community Prep	21 St Century -Equitable Access	21,635
Emerson Elementary	ASES	94,358
Emerson Elementary	General Purpose	19,425
Esperanza Elementary	ASES	94,358
Esperanza Elementary	General Purpose	30,611
Glenview Elementary	ASES	94,358
Global Family	ASES	94,358
Global Family	Measure G	9,745
Global Family	Unrestricted	10,000
Grass Valley	ASES	93,648
Greenleaf Elementary	ASES	91848
Greenleaf Elementary	21 St Century -Base	94,358
Greenleaf Elementary	21 St Century -Summer	30,000
Greenleaf Elementary	21 St Century -Equitable Access	21,635
Hoover Elementary	ASES	89,097
Hoover Elementary	ELA-SCE	17,000
Hoover Elementary	21 St Century- Base	66,593
Hoover Elementary	21 St Century- Supplemental	30,000
Horace Mann	ASES	93,648
Korematsu Discovery Academy	ASES	94,358
Korematsu Discovery Academy	General Purpose	7,800
Lafayette Elementary	ASES	94,358
Lafayette Elementary	21 St Century- Base	94,358
Lafayette Elementary	21 St Century- Supplemental	40,000
Madison Middle	ASES	108,629
Madison Middle	21 St Century- Equitable Access	21,635.00
Madison Middle	21 St Century- Base	105,147.00
Madison Middle	21 St Century- Supplemental	50,000.00
Markham Elementary	ASES	85,488.00
Martin Luther King Jr	ASES	81,882.00

**Bay Area Community Resources Anticipated Contract Amounts  
2013-2014**

School	Funding Source	Amount
Martin Luther King Jr	21 St Century- Base	94,358
Martin Luther King Jr	21 St Century- Supplemental	40,000
Martin Luther King Jr	ELA-SCE	4,678
Melrose Leadership Academy	ASES	121,545
Oakland Technical High	21 St Century- Core	181,274
Oakland Technical High	21 St Century- Equitable Access	21,477
Oakland Technical High	21 St Century- Family Literacy	17,182
Place @ Prescott	ASES	85996
Place @ Prescott	21 St Century- Base	54,910
Place @ Prescott	21 St Century- Supplemental	30,000
Reach Academy	ASES	94,358
Rudsdale Continuation High	21 St Century- Core	145,637
Rudsdale Continuation High	21 St Century- Equitable Access	15,539
Rudsdale Continuation High	21 St Century- Family Literacy	17,182
Sankofa Elementary	ASES	122,960
Sankofa Elementary	21 St Century- Equitable Access	21,635.00
Sankofa Elementary	21 St Century- Base	94,358.00
Sankofa Elementary	21 St Century- Supplemental	30,000.00
Street Academy	21 St Century- Core	115,978.00
Street Academy	21 St Century- Equitable Access	15,852.00
Street Academy	21 St Century- Family Literacy	17,182.00
Urban Promise Academy	ASES	126,811.00

**Total Anticipated Amount Contracted      4,086,386.00**

Units of Service for Lead Agency: Bay Area Community Resources 2013-2014

**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: \$94,358**

**Lead Agency Option B: Cost for Middle School Lead Agency package: \$126,811**

**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: Day Time Academic Support**

Additional academic services will be provide during the school day to the students. This may include computer instruction, tutoring, intervention or instruction of school wide curriculum.

Cost: \$12,000

**Option I: 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 J: 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: \$5,500 to include all school community members.

**Option K: Health and Wellness**

Specialized health and wellness activities for students that include: Restorative Justice activities, Wellness champions, behavioral health, etc.

Cost: \$6,000

**Option L: Physical Fitness**

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

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

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

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

**BACR Summer Programming**

**Option R: 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 40-50 students

**Additional Services for ASES/21<sup>st</sup> Century Elementary, Middle, and High Schools**

**Option S: 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 T: 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/21<sup>st</sup> Century Additional Services:**

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



# CERTIFICATE OF LIABILITY INSURANCE

OP ID: SG

DATE (MM/DD/YYYY)

06/29/12

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

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

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

**COVERAGES**

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSTR	TYPE OF INSURANCE	ADDITIONAL SUBROGATION	POLICY NUMBER	POLICY EFF DATE (MM/DD/YYYY)	POLICY EXP DATE (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Abuse Sublimit 1,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC	X	PHPK886325	07/01/12	07/01/13	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	PHPK886325	07/01/12	07/01/13	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB CLAIMS-MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000		PHUB387667	07/01/12	07/01/13	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	WC201200001937	07/01/12	07/01/13	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability		PHPK886325	07/01/12	07/01/13	Each 1,000,000 Aggregate 2,000,000

DESCRIPTION OF OPERATIONS (LOCATIONS / VEHICLES (attach ACORD 101, Additional Form/No 900 inside, if more space is required))  
 Oakland Unified School District is named as Additional Insured, per the attached endorsement

**CERTIFICATE HOLDER****CANCELLATION**

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

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

AUTHORIZED REPRESENTATIVE

*Sindy Graham*

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

COMMERCIAL GENERAL LIABILITY

EFFECTIVE: \* July 1, 2012 - 2013

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED — CONTROLLING INTEREST

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

### SCHEDULE

Name of Person or Organization

Oakland Unified School District

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

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

# Bay Area Community Resources After School Programs

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

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

1. BACR is the lead community agency— managing the entire program, providing staff, and delivering services—24 schools in Oakland, 13 in San Francisco, 5 in Alameda, 5 in San Rafael, 2 in San Leandro Unified, 15 in West Contra Costa County, and 12 in Mt. Diablo Unified in Contra Costa County..
2. BACR is the fiscal sponsor— managing human resources, payroll and fringe benefits

## OUR VALUES

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

## PROGRAM MODEL

### Academic Assistance

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

### Enrichment

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

### Recreation

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

### Showcases

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

## EVIDENCE OF OUTCOMES

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

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

Recent Oakland elementary school surveys showed positive outcomes:

### Students

#### Program Runs Effectively

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

#### Benefits from Participating

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

### Parents

#### Program Runs Effectively

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

#### Benefits from Child Participating

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

## ADVANTAGES FOR PARTNER SCHOOLS

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

## BACR AS A FISCAL SPONSOR

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

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

## CONTACT US

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

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

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

Visit our website: [www.bacr.org](http://www.bacr.org)



<b>Board Office Use: Legislative File Info.</b>	
File ID Number	14-1036
Introduction Date	6-11-14
Enactment Number	14-1037
Enactment Date	6/25/14



# Memo

**To** Board of Education  
 Gary Yee, Ed.D., Superintendent *Y*

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

**Board Meeting Date** \_\_\_\_\_  
*(To be completed by Procurement)*

**Subject** Individual Service Agreement Amendment - 2  
 Bay Area Community Resources \_\_\_\_\_ (Contractor, City/State) -  
 215/Madison Park Academy \_\_\_\_\_ (site/department)

**Action Requested** Approval by the Governing Board of the amendment to the Individual Service Agreement between the District and Bay Area Community Resources \_\_\_\_\_ Services to be primarily provided to Madison Park Academy \_\_\_\_\_ for the period of July 1, 2013 through August 22, 2014, in an amount not to exceed \$19,760.00.

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

OUSD's 21st Century Community Learning Center grants for elementary and middle school sites include Supplemental Funding to support summer learning programs, operated in partnership between schools and community organizations. In order to fulfill the grant requirements, OUSD is contracting with existing after school lead agency partners to provide enhanced and increased summer services at schools that will operate Title 1 funded morning academic programs. The community partner will provide an additional 3 hours of afternoon enrichment so students can participate in a full day, 6 hour program.

**Discussion**  
*One paragraph summary of the amended scope of work.*

Approval by the Board of Education of Amendment No. 2 of the Individual Service Agreement to the Master Memorandum of Understanding (MMOU) between the District and the Bay Area Community Resources, San Rafael, CA, for the latter to provide additional services for a safe, enriching and dynamic summer program utilizing its Menu of Service Option P: Summer Programming Services at Madison Park Academy for the period of July 1, 2013 through August 22, 2014, in the amount of \$19,760.00 increasing the agreement from \$216,729.00 to a not to exceed the amount of \$236,489.00. All other terms and conditions of the MMOU remain in full force and effect.

**Recommendation** Approval by the Governing Board of the amendment to the Individual Service Agreement between the District and Bay Area Community Resources \_\_\_\_\_ Services to be primarily provided to Madison Park Academy \_\_\_\_\_ for the period of July 1, 2013 through August 22, 2014, in an amount not to exceed \$19,760.00.

**Fiscal Impact** Funding resource name (please spell out) 4124 / 21st CCLC ASSETS \_\_\_\_\_ not to exceed \$19,760.00.

**Attachments**

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

Board Office Use: <b>Legislative File Info.</b>	
File ID Number	14-1036
Introduction Date	6-11-14
Enactment Number	14-1037
Enactment Date	6/25/14



## INDIVIDUAL SERVICE AGREEMENT (ISA) AMENDMENT NO. 2

AGREEMENT TO PURCHASE ADDITIONAL SERVICES UNDER A MASTER MEMORANDUM OF UNDERSTANDING

This Amendment is entered into between the Oakland Unified School District (OUSD) and Bay Area Community Resources (CONTRACTOR). OUSD entered into an Agreement with CONTRACTOR for services on July 1, 20 13, and the parties agree to amend that Agreement as follows:

MASTER MOU – ORIGINAL ISA INFORMATION			
VENDOR NAME	Bay Area Community Resources	LEGISTAR FILE ENACTMENT #	13-1213
SITE NUMBER / NAME	215/Madison Park Academy	AMOUNT OF ORIGINAL ISA	\$216,729.00
Original ISA Contract, or most recent ISA Contract Amendment period: 07/01/13 (from date) to 08/22/14 (end date).			

### ORDER OF ADDITIONAL SERVICES – SELECT APPROPRIATE BOX

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

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

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

Purchase New Type of Service.

Service	Option P; Summer Programming	Fee	\$20,000.00	UNITS OF SERVICE	.988	\$19,760.00
Service		Fee	\$	UNITS OF SERVICE		\$
Service		Fee	\$	UNITS OF SERVICE		\$
Subtotal						\$19,760.00

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

Services to be provided will serve up to 80 students for summer programming.

**Increasing the ISA Not to Exceed Amount to:** \$ 236,489.00

The Term (Duration) of the Individual Service Agreement remains unchanged.

The Term (Duration) has changed: The contract term is extended by an additional \_\_\_\_\_ (days/weeks/months), and the amended expiration date is \_\_\_\_\_.

#### ISA Amendment History:

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

No.	Date	General Description of Reason for Amendment	Amount of Increase (Decrease)
1	1/15/14	Reduce funds from agency back to the school site.	\$ - 7,338.00
			\$
			\$

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

VENDOR	NAME	Martin Weinstein	TITLE	CEO
SIGNATURE			DATE	5/22/14
OUSD SITE ADMINISTRATOR	NAME	Julie McCalmont	TITLE	Coordinator, Summer Learning Programs
SIGNATURE			DATE	5/22/14

#### APPROVAL BY THE BOARD OF EDUCATION

PRESIDENT OF THE BOARD OF EDUCATION	DATE	
EDGAR RAKESTRAW, JR SECRETARY, BOARD OF EDUCATION	DATE	