Board Office Use: Le	gislative File Info.
File ID Number	15-0421
Introduction Date	5-13-15
Enactment Number	15-0620
Enactment Date	5/13/15 21



Memo

To

Board of Education

From

Antwan Wilson, Superintendent

Board Meeting Date

(To be completed by Procurement)

5/13/15

Subject

Individual Service Agreement - Master Memorandum of Understanding - Bay Area Community Resources (contractor) - 922/Community Schools and Student Partnerships Department (site)

Action Requested

Approval of the Individual Service Agreement to the Master Memorandum of Understanding (MMOU) between District and Bay Area Community Resources, for services to be provided primarily to 922/Community Schools and Student Partnerships Department.

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 25, 2014 (Enactment number 14-1077). A full-service community school (FSCS) or a community school focuses on partnerships between a school and its community. It integrates academics, youth development, family support, health and social services, and community development.

Discussion One paragraph summary of the scope of work.

Approval by the Board of Education of the Individual Service Agreement to the Master Memorandum of Understanding (MMOU) between the District and Bay Area Community Resources, San Rafael, CA, for the latter to provide Menu of Service Option O: Full Service Community Schools for a Community Schools Manager to coordinate the planning, development, and implementation with site management and new and existing collaborative partners; develop, oversee, integrate and manage community schools core components including family support, extended day, and health services; create new and support existing community and cross-agency partnerships; consultant will participate in monthly Professional Learning Communities to further the work of the community schools work; convene weekly COST meetings to facilitate a student services referral process; convene monthly partner meetings to increase awareness of school efforts; facilitate opportunities to increase attendance at school; and other community schools efforts as requested and jointly agreed upon, as described in the Scope of Work for the period of November 3, 2014 through June 30, 2015, in the amount of \$10,000.00.

Recommendation

Approval by the Board of Education of the Individual Service Agreement to the Master Memorandum of Understanding (MMOU) between the District and Bay Area Community Resources for the latter to provide a range of services, including assessment of the school community's needs and assets, coordination of all student and family support services, and other services for the Community Schools and Student Services Department for the period November 3, 2014 through June 30, 2015.

Fiscal Impact

Funding Resource: <u>5848/Full Service Community Schools</u> in an amount not to exceed \$10,000.00.



Attachments

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

Board Office Use: Le	gislative File Info.
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	INDIVIDUAL	SERVICE	AGREEN	ENT (ISA)	2014-201
MASTER MOU IN					
VENDOR NAME	Bay Area Community Re	esources			
VENDOR#	1001628		Е	NACTMENT#	14-1077
SITE / DEPT NAM	/F 922-Community Schools	s and Student Se		SITE#	922
	ACT - EMAILS ABOUT THIS CONTRA	ACT SHOULD BE S	ENT TO: Ren	ee.McMearn@ous	d.k12.ca.us
	SERVICES (EXHIBIT A OF				
		GRADE	RATE PER		AMOUNT
	T OF SERVICE (SEE EXHIBIT A FULL DESCRIPTION OF SCOPE OF VICES)	LEVEL(S) SERVED	UNIT	UNITS	(DESIRED UNITS TIMES RATE PER UNIT)
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			\$		\$
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				TOTAL AMOUN	
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	the Master MOU re	eferenced an	d incorporat	ed herewith.	
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CERTIFICATE OF LIABILITY INSURANCE

YAR-3 OP ID: SG

07/08/2014

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).

		Phone: 415-493-2500	Phone: 415-493-2500 CONTACT Sindy Graham				
		Fax: 415-493-2505	PHONE (A/C, No, Ext): 415-493-2166	FAX (A/C, No): 415	15-493-2505		
			E-MAIL ADDRESS: sgraham@fp-ins.com				
			INSURER(S) AFFORDING COVERAGE		NAIC #		
			INSURER A : Philadelphia Indemnity Ins Co.		32760		
INSURED Bay Area Community Resources, Inc. 171 Carlos Drive San Rafael, CA 94903-2005	,	INSURER B : State Compensation In	ns. Fund				
		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 S		POLICY EFF (MM/DD/YYYY)	POLICY EXP	LIMIT	s	
LIIV	GENERAL LIABILITY	III.	1112			EACH OCCURRENCE	\$	1,000,000
Α	X COMMERCIAL GENERAL LIABILITY	X	PHPK1197717	07/01/2014	07/01/2015	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	100,000
	CLAIMS-MADE X OCCUR					MED EXP (Any one person)	\$	20,000
	Abuse Sublimit					PERSONAL & ADV INJURY	-\$	1,000,000
	X 1,000,000					GENERAL AGGREGATE	\$	2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					PRODUCTS - COMP/OP AGG	\$	2,000,000
	POLICY PRO- X LOC						\$	
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000
Α	ANY AUTO		PHPK1197717	07/01/2014	07/01/2015	BODILY INJURY (Per person)	\$	
	ALL OWNED X SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$	
	X HIRED AUTOS X NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident)	\$	
	AOTOS						\$	
	UMBRELLA LIAB X OCCUR					EACH OCCURRENCE	\$	5,000,000
A	X EXCESS LIAB CLAIMS-MADE		PHUB465255	07/01/2014	07/01/2015	AGGREGATE	\$	
	DED X RETENTIONS 10,000						\$	
	WORKERS COMPENSATION					X WC STATU- TORY LIMITS ER		
В	AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE		9065014-2014	07/01/2014	07/01/2015	E.L. EACH ACCIDENT	\$	1,000,000
	OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A				E.L. DISEASE - EA EMPLOYEE	\$	1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	\$	1,000,000
Α	Professional		PHPK1197717	07/01/2014	07/01/2015	Each		1,000,000
	Liability					Aggregate		2,000,000

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

Oakland Unified School District is named as an Additional Insured, per the attached endorsement

CERTIFICATE HOLDER	CANCELLATION
Oakland Unified School District	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 AIDAY GALAN

Community Schools Contract Scope of Work

Specific Deliverables (with support from CSSS as requested):

- 1. Submit at least one annually, and as requested, progress reports to CSSS.
- 2. Ensure COST is facilitated regularly at school and submit regular COST reports (at least semi-annually) to CSSS as requested.
- 3. Participate in bi-monthly Professional Learning Community
- 4. Create and submit site profiles and resource guides, as well as submit information about partners/support service providers at your school site as requested. Site profiles and resource guides should also be disseminated to school staff and partners.
- 5. Manage MOUs/Letters of Agreement for all partners on campus.

Community Schools Champion

- Champion the site's Community Schools work at the site, in the community, and with external partners.
- Host Site Visits as scheduled in partnership with site.

Needs Assessment

- Lead the facilitation of data and information sharing between school and agencies;
- Gather data from key stakeholders as needed to support program improvement and as requested by CSSS;

Partnership Development

- Convene monthly collaborative meetings;
- Assist school and partner agencies with resource management and development, including fund development and grant maintenance;
- Assist in brokering new partnerships that are in alignment with school goals and needs; facilitate integration and coordination of site-base services with other OUSD programs and services including mental health, family and community support and school nursing;
- Establish systems to manage and maintain quality partnerships; develop sustainable partnerships with city, county and non-profit agencies;
- Lead and manage the development of new programs, including service provider selection and program implementation and monitoring;

Student and Family Support Service Design and Coordination

 Work with school staff and administration to integrate academic and non-academic supports;

- Support the integration of youth and parent leadership throughout all full service community school efforts;
- Conduct outreach to students and families about available resources; develop a comprehensive referral system that facilitates staff/students access to services;
- Design programs to support student transitions, including but not limited to transition between grades or re-entry from the juvenile justice system;

Collaborative Leadership Development

- Facilitate and/or provide technical assistance and support to various school leadership teams;
- Contractor will meet regularly (at least monthly) with site administrators to plan for the
 development of full-service community school; develop/provide oversight of a seamless
 system of support services for students and families;

Professional Learning

- Participate in professional development provided by District and other partners around development of full-service community schools.
- Conduct training for service providers to understand and align programs with school structures, systems, curriculum and goals; provide training and technical assistance to ensure cultural/linguistic appropriateness of services, programs, and communication efforts.

Lead Agency Unit of Service for Elementary/Middle Schools

After School Services include:

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

Delivery of high quality after school programming consisting of academic, enrichment, and recreational/physical activity components to meet grant compliance. Services will be delivered by qualified and 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 August – 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: \$96,576

Lead Agency Option B: Cost for Middle School Lead Agency package: \$129,145

Lead Agency Unit of Service for High Schools

Description of Services:

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

Delivery of high quality after school programming consisting of academic, enrichment, recreational/physical activity, family literacy, and targeted Equitable Access services to students that are high risk and are hard to reach via general services. Services will be delivered by qualified, trained individuals and community providers with subject matter

expertise and youth development experience. Program set-up will ensure student safety.

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

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

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

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

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

Lead agency unit of service includes programmatic and operational costs.

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

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

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

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

served beyond the above base unit.

Other Specialized Services

Option E: Youth Leadership and Career Exploration

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

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

Option F: Specialized CAHSEE preparation

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

Cost: \$5,720

Option G: Specialized Title 1 Services

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

Cost: \$12,000

Option H: 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, capoeria, yoga, recreational activities, wrestling, or other physical activity as needed.

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

Option 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

Option O: Full Service Community Schools

Community School Manager will provide coordination of all aspects of Community School, including developing and maintaining partnerships with outside service providers, integrating various non-academic programs at the school site (e.g. after school, mental health, parent engagement), developing parent leadership and parent education opportunities, etc.

Cost: \$60,000 for daily services for entire school year, serve entire school

BACR Mental Health Services

Mental Health Services Option P: 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 Q & R: 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 Q: \$13,000 for one day per week for entire school year; 20 students served over the course of the year.

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

BACR Summer Programming

Option S: Small 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 40-60 students.

Option T: Large 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: \$30,000 for a 4 to 6 week summer program (approximately 3-6 hours/day) for up to 60-120 students.

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

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

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

Cost: \$17,237

Option V: 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: \$21,545

Option: 21st Century Supplemental Program (Saturday and Intersession):
Supplemental Saturday and Intersession project will offer services to approximately 60 – 120 1st – 8th grade students during the months of September and May. Program offerings will build and enhance students' academic skills, increase students' participation in and knowledge of health and wellness behaviors/activities, and/or provide organized sports and community games.

Cost: \$8,000

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

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



Bay Area Community Resources

Administrative Office 171 Carlos Drive San Rafael California 94903-2005

Phone 415.444.5580 Fax 415.444.5598 Website www.bacr.org

Martin Weinstein CEO

Mary Jo Williams

Board of Directors

Lissa Franklin President

Nancy McEvers Anderson Bryan Breckenridge Robert Davisson Benedict Hur David Lilienstein Christina Lee Rob Ness Bud Travers Monica Vaughan Shannon Vincent June 13, 2014

To Whom It May Concern:

It is the Bay Area Community Resources policy to ensure to the best of our abilities that everyone we bring into our BACR programs to work with our clients are properly screened so as to minimize any risk, either physical or emotional, to the children and other clients we serve. We achieve this through FBI and DOJ fingerprint background checks on all our employees, independent contractors, subcontractors and volunteers. We are set up to receive subsequent arrest records. In addition, all staff must turn in a negative TB clearance before they begin working with our students.

We certify that all staff meet our staff qualifications including TB clearance, and FBI/DOJ clearance before they begin working with the students. We can provide verification upon demand from OUSD.

Sincerely,

Marisa Ramirez Program Director mramirez@bacr.org QuickTime™ and a
TIFF (Uncompressed) decompressor
are needed to see this picture.

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—25 schools in Oakland, 11 in San Francisco, 5 in Alameda, 1 Berkeley, 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%
Ben	efits 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%

ADVANTAGES FOR PARTNER SCHOOLS

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

BACR AS A FISCAL SPONSOR

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

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

CONTACT US

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

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

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

Visit our website: www.bacr.org

Board Office Use: Legislative File Info.

File ID Number 14-1306

Introduction Date 425/4

Enactment Number 14-1077

Enactment Date 425/4



OAKLAND UNIFIED SCHOOL DISTRICT Office of the Board of Education

June 25, 2014

TO:

Board of Education

FROM:

Gary Yee, Ed.D., Superintendent

SUBJECT:

Master Memorandum of Understanding between OUSD and Bay Area

Community Resources

ACTION REQUESTED

Authorize the President and Secretary of the Board to enter into and execute a Memorandum of Understanding with Bay Area Community Resources, on behalf of the District to provide services to students. This establishes a one year relationship with Bay Area Community Resources, and a Not-To-Exceed amount of \$4,672,728.30. 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: \$4,672,728.30

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 28 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 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 the Master Memorandum of Understanding and Individual Service Agreement(s) with Bay Area Community Resources in an amount Not-To-Exceed \$4,672,728.30.

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

ATTACHMENTS

Master MOU

Board Office Use: Le	gisiative File into.
File ID Number	14-1306
Introduction Date	625/14
Enactment Number	14-1677
Enactment Date	6/25/14



Community Schools, Thriving Students

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

2014-2015

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 \$ 4,675,728.30

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

2. TERMS AND CONDITIONS

- 2.1 Term of Agreement. The term of this agreement shall be <u>July 1, 2014 to August 21, 2015</u> and may be extended by written agreement of both parties. ISA's are void upon termination or expiration of the Master MOU.
- 2.2 All terms and conditions apply jointly and severally to all CONTRACTOR'S employees, agents, partners, subcontractors, and/or volunteers acting on behalf of, and by the direction of CONTRACTOR.
- 2.3 Notice of Termination. OUSD may, at any time, terminate this Agreement upon not less than five (5) days written notice to CONTRACTOR. OUSD shall compensate CONTRACTOR for services satisfactorily provided through the date of termination. In addition, OUSD may terminate this agreement for cause should CONTRACTOR fail to perform any part of this Agreement. In the event of termination for cause, OUSD may secure the required services from another contractor. If the cost to OUSD exceeds the cost of providing the services pursuant to this Agreement, CONTRACTOR shall pay the additional cost.
- 2.4 Choice of Law. This Agreement shall be performed in Oakland, CA and is governed by the laws of the State of California.
- 2.5 Licenses and Permits. CONTRACTOR shall obtain and keep in force all licenses, permits, and certificates necessary for the performance of this Agreement.
- 2.6 Counterparts. This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
- 2.7 Conflict of Interest. CONTRACTOR shall abide by and be subject to all applicable OUSD policies, regulations, statutes or other laws regarding conflict of interest. CONTRACTOR shall not hire any officer or employee of OUSD to perform any service by this Agreement without first obtaining the prior written approval of OUSD. CONTRACTOR affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between CONTRACTOR's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to OUSD's attention in writing.

- 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%) focal and 10% small focal and/or small focal resident business participation. Business entities must be certified by the City of Oakland in order to earn credit toward meeting the twenty percent participation requirement. A copy of the District's S/SL/SLRBE Policy can be obtained from the OUSD website: www.ousd.k12.ca.us
- 2.10 Limitation of OUSD Liability. Other than as provided in this Agreement, OUSD's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall OUSD be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
- 2.11 CONTRACTOR costs or expenses. OUSD shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for OUSD except as follows:

 None

 in an amount not to exceed \$ 0.00
- 2.12 Liability of CONTRACTOR to correct unsatisfactory work. The granting of any payment by OUSD, or the receipt thereof by CONTRACTOR, shall in no way lessen the liability of CONTRACTOR to correct unsatisfactory work, although the unsatisfactory character of that work may not have been apparent or detected at the time a payment was made. Work, which does not conform to the requirements of this Agreement, may be rejected by District and in that case must be replaced by CONTRACTOR without delay.
- 2.13 Waiver. No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of the Agreement.
- 2.14 Submittal of Documents. CONTRACTOR shall not commence the Work under this Contract until CONTRACTOR has submitted and OUSD has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:
 - a) Signed Agreement
 - b) Workers' Compensation Certification
 - c) Insurance Certificates and Endorsements
 - d) Fingerprinting/Criminal Background Investigation Certification (provided with invoice)
 - e) Tuberculosis Clearance Test Showing Negative Results (provided with invoice)

- 2.15 Incorporation of Recitals and Exhibits. The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
- 2.16 Changing Legislation. CONTRACTOR understands that changes in Federal, or state legislation or District policy may impact funding levels, grant requirements, and responsibilities of CONTRACTOR during an academic school year. This MOU may be amended during the 2014-15 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 2014-2015.
- 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

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 o	costs	were	incurr

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

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

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

8. INDEMNIFICATION

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

9. INSURANCE

- 9.1 Throughout the life of the MOU, CONTRACTOR shall pay for and maintain in full force and effect with an insurance company(s) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A/VII" in Best Insurance Rating Guide, the following policies of insurance:
 - a) COMMERCIAL GENERAL LIABILITY insurance which shall include contractual, products and completed operations, corporal punishment and sexual misconduct and harassment coverage, and bodily injury and property damage liability insurance with combined single limits of not less than \$1,000,000 per occurrence.
 - b) WORKERS COMPENSATION insurance, as required by the California Labor Code, with not less than the statutory limits.
 - c) PROPERTY AND FIRE insurance shall provide to protect: Real Property, against risk of direct loss, commonly known as Special Form and Fire Legal Liability, to protect against liability for portions of premises leased or rented; Business Personal Property, to protect on a Broad Form, named 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.

CONTRACTOR to OUSD.	ability of responsibility of the
☐ ADDITIONAL ADDENDEM(S) ATTACHED (If this box is checked, additional terms and conditions ap	ply.)
Yes No ASES / 21st CCLC PROGRAM GRANTs (El 21st CCLC ASSET GRANT (High School)	ementary / Middle)
☐ FIELDTRIPS ONLY	
On behalf of our respective institutions or organizations, we hereby extending. CONTRACTOR	cecute this Memorandum of Date: 29/11/
President, Board of Edition Oakland Unified School District	Date: 6/26/14
Secretary, Board of Education Oakland Unified School District	Date: 6/26/14

School	ty Resources Anticipated Contract An Funding Source	Amount
Alliance	ASES	87,152
Alliance	SIG Funding	62,000
Bridges Academy	ASES	85,886
Bunche	21 St Century- Core	91,507
Bunche	21 St Century - Equitable Access	21,545
Bunche	21 St Century Family Literacy	17,237
Bunche	21st Century - 2013-14 Carryover	25,000
Claremont	ASES	85,787
Elmhurst Community Prep	ASES	122,454
Elmhurst Community Prep	21 St Century -Base	129,145
Elmhurst Community Prep	21 St Century -Supplemental 2015	29,640
Elmhurst Community Prep	21 St Century - Equitable Access	21,545
Elmhurst Community Prep	21 St Century- Family Literacy	17,237
Emerson	ASES	93,855
Esperanza Elementary	ASES	70,117
Esperanza Elementary	General Purpose	19,950
Glenview Elementary	ASES	93,855
Global Family	ASES	86,143
Global Family	Measure G	11,000
Global Family	21 St Century -Supplemental 2015	29,640
Grass Valley	ASES	93,855
Greenleaf Elementary	ASES	79,455
Hoover Elementary	ASES	77,156
Hoover Elementary	21 St Century- Base	61,067
Hoover Elementary	21 St Century- Supplemental 2015	24,700
Horance Mann	ASES	93,855
Horance Mann	unknown (for mental health services)	30,000
Howard Elementary	ASES	93,855
Korematsu	ASES	82,803
Lafayette Elementary	ASES	73,703
Lafayette Elementary	21 St Century- Base	94,067
Lafayette Elementary	21 St Century -Supplemental 2015	24,700
Madison Middle	ASES	97,429
Madison Middle	21 St Century- Equitable Access	11,905.00
Madison Middle	21 St Century- Base	104,711.00
Madisan Middle	21 St Century- Family Literacy	17,237.00
Madison Middle	21 St Century -Supplemental 2015	39,520.00
Madison Middle	21 St Century- Supplemental - Saturdays	8,254.00
Markham Elementary	ASES	85,635
Martin Luther King Jr	ASES	80,776.00
Martin Luther King Jr	21 St Century- Base	96,576
Martin Luther King Jr	21 St Century- Supplemental 2015	14,820
Martin Luther King Jr	21 St Century- Supplemental - Saturdays	6,000
Martin Luther King Jr	unknown (for full service community schools	

Melrose	ASES	126,174
Melrose	21 St Century -Supplemental 2015	29,640
Oakland Tech	21 St Century- Core	200,956
Oakland Tech	21 St Century- Equitable Access	21,545
Oakland Tech	21 St Century- Family Literacy	17,237
Oakland Tech	21st Century - 2013-14 Carryover	25,000
Place @ Prescott	ASES	80,857
Place @ Prescott	21 St Century- Base	54,683
Place @ Prescott	21 St Century- Supplemental 2015	14,820
Reach	ASES	93,855
Reach	EIA-SCE-INSTR	15,000
Reach	General Purpose	15,000
Rudsdale	21 St Century- Core	130,289
Rudsdale	21 St Century- Equitable Access	21,545
Rudsdale	21 St Century- Family Literacy	17,237
Rusdale	21st Century - 2013-14 Carryover	25,000
Sankofa Elementary	ASES	124,795
Sankofa Elementary	21 St Century- Base	96,955.00
Sankofa Elementary	21 St Century- Supplemental - Saturdays	9,624.00
Street Academy	21 St Century- Core	113,246.00
Street Academy	21 St Century- Equitable Access	21,545.00
Street Academy	21 St Century- Family Literacy	17,237.00
Street Academy	21st Century - 2013-14 Carryover	25,000.00
Urban Promise Academy	ASES	112,468
Urban Promise Academy	21 St Century -Supplemental 2015	19,760.00
Health and Wellness Project	Bechtel Student Health	16,000.00
	Total Above Anticipated Amount Contracted	4,063,242.00
	Additional Contracts 15% of Anticipated Amount	609486.3
	Total BACR Contract 2014-2015	4,672,728.30

Lead Agency Unit of Service for Elementary/Middle Schools

After School Services include:

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

Delivery of high quality after school programming consisting of academic, enrichment, and recreational/physical activity components to meet grant compliance. Services will be delivered by qualified and 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 August – 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: \$96,576

Lead Agency Option B: Cost for Middle School Lead Agency package: \$129,145 Lead Agency Unit of Service for High Schools

Description of Services:

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

Delivery of high quality after school programming consisting of academic, enrichment, recreational/physical activity, family literacy, and targeted Equitable Access services to students that are high risk and are hard to reach via general services. Services will be delivered by qualified, trained individuals and community providers with subject matter

expertise and youth development experience. Program set-up will ensure student safety.

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

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

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

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

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

Lead agency unit of service includes programmatic and operational costs.

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

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

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

- 1a. School opting to utilize own teachers to provide academic services, reducing the academic programming charges to the cost above.
- 1b. School opting to directly contract with a different service provider for enrichment, reducing some of the enrichment charges to the cost above.
- 1c. School opting to provide supplies in support of after school programming, reducing supply costs from the total above.
- Id. 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.
- Ig. 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, capoeria, yoga, recreational activities, wrestling, or other physical activity as needed.

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

Option 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

Option O: Full Service Community Schools

Community School Manager will provide coordination of all aspects of Community School, including developing and maintaining partnerships with outside service providers, integrating various non-academic programs at the school site (e.g. after school, mental health, parent engagement), developing parent leadership and parent education opportunities, etc.

Cost: \$60,000 for daily services for entire school year, serve entire school

BACR Mental Health Services

Mental Health Services Option P: 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 Q & R: 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 Q: \$13,000 for one day per week for entire school year; 20 students served over the course of the year.

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

BACR Summer Programming

Option S: Small 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 40-60 students.

Option T: Large 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: \$30,000 for a 4 to 6 week summer program (approximately 3-6 hours/day) for up to 60-120 students.

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

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

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

Cost: \$17,237

Option V: 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: \$21,545

Option: 21st Century Supplemental Program (Saturday and Intersession):
Supplemental Saturday and Intersession project will offer services to approximately 60 – 120 1st – 8th grade students during the months of September and May. Program offerings will build and enhance students' academic skills, increase students' participation in and knowledge of health and wellness behaviors/activities, and/or provide organized sports and community games.

Cost: \$8,000

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

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



CERTIFICATE OF LIABILITY INSURANCE

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

NSR	TYPE OF INSURANCE	ADDL	SUBR WVD POLICY NUMBER	POLICY EFF (MIWDD/YYYY)	POLICY EXP	LIMIT	S	
	GENERAL LIABILITY					EACH OCCURRENCE	\$	1,000,000
A	X COMMERCIAL GENERAL LIABILITY	X	PHPK1041818	07/01/13	07/01/14	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	1,000,000
	CLAIMS-MADE X OCCUR					MED EXP (Any one person)	\$	20,000
	Abuse Sublimit					PERSONAL & ADV INJURY	\$	1,000,000
	X 1,000,000					GENERAL AGGREGATE	\$	2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					PRODUCTS - COMP/OP AGG	\$	2,000,000
	POLICY PRO- X LOC						\$	
	AUTOMOBILE LIABILITY			07/01/13		COMBINED SINGLE LIMIT (Ea accident)	s	1,000,000
A	ANY AUTO		PHPK1041818		07/01/14	BODILY INJURY (Per person)	\$	
	ALLOWNED X SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$	
	X HIRED AUTOS X AUTOS		1			(PROPERTY DAMAGE (Per accident)	\$	
								\$
A	UMBRELLA LIAB X OCCUR		PHUB426381	07/01/13	07/01/14	EACH OCCURRENCE	\$	5,000,000
	X EXCESS LIAB CLAIMS-MADE	1				AGGREGATE	\$	
	DED X RETENTION \$ 10,000						\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					X WC STATU- TORY LIMITS ER		
В	ANY PROPRIETOR/PARTNER/EXECUTIVE N/A OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	400110249	07/01/13	07/01/14	E.L. EACH ACCIDENT	\$	1,000,000	
					E.L. DISEASE - EA EMPLOYEE	\$	1,000,000	
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	s	1,000,000
A	Professional	5	PHPK1041818	07/01/13	07/01/14	Each		1,000,000
	Liability					Aggregate		2,000,000

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

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

Bindy Galan

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SAM Search Results List of records matching your search for:

Search Term: Bay* Area* Community* Resources*
Record Status: Active

ENTITY BAY AREA COMMUNITY RESOURCES, INC.

Status:Active

DUNS: 102947132

+4:

CAGE Code: 3VGW8 DoDAAC:

Expiration Date: Sep 6, 2014

Has Active Exclusion?: No

Delinquent Federal Debt?: No

Address: 171 CARLOS DR

City: SAN RAFAEL ZIP Code: 94903-2005 State/Province: CALIFORNIA

Country: UNITED STATES

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