Board Office Use: Legislative File Info.	
File ID Number:	17-1488
Introduction Date:	08/23/2017
Enactment Number:	17-1205
Enactment Date:	08/23/2017

OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

Memo

To: Board of Education

From: Kyla Johnson-Trammell, Superintendent

Board Meeting Date: 08/23/2017

Subject: Professional Service Contract

Contractor: AIM HIGH FOR HIGH SCHOOL of San Francisco, CA

Services for: 922-Community Schools & Student Services

Board Action Requested and Recommendation: Ratification by the Board of Education of a Professional Services Contract between the District and AIM HIGH FOR HIGH SCHOOL, San Francisco, CA, for the latter to provide: To provide 6 hours of daily summer academic support and enrichment to OUSD students who are in need of summer services to counter summer learning loss; program activities will be based on youth development quality standards; work collaboratively with the Summer Learning Office and After School Programs Office to ensure that students in need receive at least 6 hours of daily summer learning, enrichment, physical activity, and support services; conduct outreach for summer student recruitment, communicate with families regularly, fulfill OUSD grant reporting requirements including submission of summer attendance records, and maintain communication with the OUSD Summer and After School units to review

Background: (A one paragraph explanation of why the consultant's services are needed.)

OUSD's 21st Century Community Learning Center (21st CCLC) grants 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 community partners to provide 6 hours daily of summer academic, enrichment, and physical activity services to OUSD students for 2-6 weeks over the summer. Summer services will be delivered at OUSD school sites. Summer providers will work in partnership with OUSD's After School and Summer Learning units to align summer program goals with district priorities for student achievement, health and wellness, and social-emotional learning.

Discussion: (QUANTIFY what is being purchased.)

To provide 6 hours of daily summer academic support and enrichment to OUSD students who are in need of summer services to counter summer learning loss; program activities will be based on youth development quality standards; work collaboratively with the Summer Learning Office and After School Programs Office to ensure that students in need receive at least 6 hours of daily summer learning, enrichment, physical activity, and support services; conduct outreach for summer student recruitment, communicate with families regularly, fulfill OUSD grant reporting requirements including submission of summer attendance records, and maintain communication with the OUSD Summer and After School units to review progress on summer program goals; comply with 21st CCLC grant requirements for the summer program at Madison Park Academy.

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OAKLAND UNIFIED SCHOOL DISTRICT

Community Schools, Thriving Students

Fiscal Impact: Funding Resource name(s) (detailed below) not to exceed $24,960.00.

$24,960.00 T IV 21ST CENTURY COM LEARNING

Attachments: Professional Services Contract including Scope of Work

OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

CONTRACT JUSTIFICATION FORM
This Form Shall Be Submitted to the Board Office With *Every* Consent Agenda Contract.

Legislative File ID No. 17-1488

Department: 922-Community Schools & Student Services

Vendor Name: AIM HIGH FOR HIGH SCHOOL

Contract Term: Start Date: 05/01/2017 End Date: 08/18/2017

Annual Cost: $ $24,960.00

Approved by: ANDREA BUSTAMANTE

Is Vendor a local Oakland business? Yes ☑ No ☐

Why was this Vendor selected?

Worked with Vendor previously at OUSD

Summarize the services this Vendor will be providing.

To provide 6 hours of daily summer academic support and enrichment to OUSD students who are in need of summer services to counter summer learning loss; program activities will be based on youth development quality standards; work collaboratively with the Summer Learning Office and After School Programs Office to ensure that students in need receive at least 6 hours of daily summer learning, enrichment, physical activity, and support services; conduct outreach for summer student recruitment, communicate with families regularly, fulfill OUSD grant reporting requirements including submission of summer attendance records, and maintain communication with the OUSD Summer and After School units to review progress on summer program goals; comply with 21st CCLC grant requirements for the summer program at Madison Park Academy.

Was this contract competitively bid? Yes ☐ No ☑

If No, answer the following:

1) How did you determine the price is competitive?

Price compared with other vendors

2) Please check the competitive bid exception relied upon:

- ☐ **Educational Materials**
- ☐ **Special Services** contracts for financial, economic, accounting, legal or administrative services
- ☐ **CUPCCAA exception** (Uniform Public Construction Cost Accounting Act)
- ☑ **Professional Service Agreements** of less than $88,300.00 (increases a small amount on January 1 of each year)
- ☐ **Construction related Professional Services** such as Architects, DSA Inspectors, Environmental Consultants and Construction Managers (require a "fair, competitive selection process)
- ☐ **Energy** conservation and alternative energy supply (e.g., solar, energy conservation, co-generation and alternate energy supply sources)
- ☐ **Emergency** contracts [requires Board resolution declaring an emergency]
- ☐ **Technology** contracts
  - ☐ electronic data-processing systems, supporting software and/or services (including copiers/printers) over the $88,300.00 bid limit, must be competitively advertised, but any one of the three lowest responsible bidders may be selected
  - ☐ contracts for computers, software, telecommunications equipment, microwave equipment, and other related electronic equipment and apparatus, including E-Rate solicitations, may be procured through an RFP process instead of a competitive, lowest price bid process
  - ☐ Western States Contracting Alliance Contracts (WSCA)
  - ☐ California Multiple Award Schedule Contracts (CMAS) [contracts are often used for the purchase of information technology and software]
- ☐ **Piggyback" Contracts** with other governmental entities
- ☐ **Perishable Food**
- ☐ **Sole Source**
- ☐ **Change Order for Material and Supplies** if the cost agreed upon in writing does not exceed ten percent of the original contract price
- ☐ **Other, please provide specific exception**

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OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

PROFESSIONAL SERVICES CONTRACT 2017-2018

This Agreement is entered into between AIM HIGH FOR HIGH SCHOOL (CONTRACTOR) and Oakland Unified School District (OUSD). OUSD is authorized by Government Code Section 53060 to contract for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, and administrative matters with persons specially trained, experienced, and competent to perform such services. CONTRACTOR warrants it is specially trained, experienced, and competent to provide such services. The parties agree as follows:

1. **Services**: CONTRACTOR shall provide the services ("Services" or "Work") as described in **Exhibit "A,"** attached hereto and incorporated herein by reference.

2. **Terms**: The term of this agreement shall be 05/01/2017 (or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below $88,300. in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed $88,300., whichever is later) to 08/18/2017. The work shall be completed no later than 08/18/2017.

3. **Compensation**: OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement. The compensation under this Contract shall not exceed Twenty-Four Thousand Nine Hundred Sixty Dollars and 00/100 Dollars ($24,960.00), at an hourly billing rate not to exceed N/A per hour. This sum shall be for full performance of this Agreement and includes all fees, costs, and expenses incurred by Contractor including, but not limited to, labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs, and other costs.

   If CONTRACTOR will be compensated hourly for services provided under this Contract, CONTRACTOR shall describe in Exhibit "A," attached hereto, the specific scope of services to be delivered on an hourly basis to OUSD.

   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: N/A.

   Payment for Work shall be made for all undisputed amounts in monthly installment payments within forty-five (45) days after 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.

   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 OUSD and in that case must be replaced by CONTRACTOR without delay.

4. **Equipment and Materials**: CONTRACTOR shall provide all equipment, materials, and supplies necessary for the performance of this Agreement *except:* N/A, which shall not exceed a total cost of $0.00.

5. **CONTRACTOR Qualifications / Performance of Services**:

   CONTRACTOR Qualifications: CONTRACTOR warrants it 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,/or regulations, as they may apply.

   Standard of Care: CONTRACTOR warrants 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.

6. **Invoicing**: Invoices furnished by CONTRACTOR under this Agreement must be in a form acceptable to OUSD. All amounts paid by OUSD shall be subject to audit by OUSD. Invoices shall include, but not be limited to: Contractor name, Contractor address, invoice date, invoice number, purchase order number, name of school or department service was provided to, period of service, name of the person performing the service, date service was rendered, brief description of services provided, number of hours of service, hourly rate, total payment requested.

7. **Notices**: All notices and invoices provided for under this Agreement shall be in writing and either personally delivered during normal business hours or sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other party at the address set forth below:

OUSD Representative:

Name: JULIE MC CALMONT
Site /Dept.: 922-Community Schools & Student Services
Address: 1000 Broadway, Suite 150
Oakland, CA 94607
Phone: 510-879-2820
Email: JULIE.McCalmont@ousd.org

CONTRACTOR:

Name: Suzy Garren
Title: CEO
Address: 2030 Harrison St., 3rd Floor
San Francisco, CA 94110
Phone: 415-551-2323
Email: sgarren@aimhigh.org

Notice shall be effective when received if personally served or, if mailed, three days after mailing. Either party must give written notice of a change of address.

8. **Status of Contractor**: This is not an employment contract. CONTRACTOR, in the performance of this Agreement, shall be and act as an independent contractor. 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 employees of OUSD and/or to which OUSD's employees are normally entitled, 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, 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 or business entity, with the sole authority for controlling and directing the performance of the details of the work, OUSD being interested only in the results obtained.

9. **Insurance**:

   1. Unless specifically waived by OUSD, the following insurance is required:

      i. If CONTRACTOR employs any person to perform work in connection with this Agreement, CONTRACTOR shall procure and maintain at all times during the performance of such work, Workers' Compensation Insurance in conformance with the laws of the State of California and Federal laws when applicable. Employers' Liability Insurance shall not be less than One Million Dollars ($1,000,000) per accident or disease.

      Check one of the boxes below:

      ▣ CONTRACTOR is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and will comply with such provisions before commencing the performance of the Work of this Contract.

      ☐ CONTRACTOR does not employ anyone in the manner subject to the workers' compensation laws of California.

      ii. CONTRACTOR shall maintain Commercial General Liability insurance, including automobile coverage, with limits of at least One Million Dollars ($1,000,000) per occurrence for corporal punishment, sexual misconduct, harassment, bodily injury and property damage. The coverage shall be primary as to OUSD and shall name OUSD as an additional insured. Evidence of insurance must be attached. Endorsement of OUSD as an additional insured shall not affect OUSD's rights to any claim, demand, suit or judgment made, brought or recovered against CONTRACTOR. The policy shall protect CONTRACTOR and OUSD in the same manner as though each were separately issued. Nothing in said policy shall operate to increase the Insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the Insurer would have been liable if only one interest were named as an insured.

      iii. If CONTRACTOR is offering OUSD professional advice under this Contract, CONTRACTOR shall maintain Errors and Omissions insurance or Professional Liability insurance with coverage limits of One Million Dollars ($1,000,000) per claim.

      OR

      iv. CONTRACTOR is not required to maintain any insurance under this agreement. (Completed and approved Waiver of Insurance Form is required from OUSD's Risk Management.) Waiver of insurance does not release CONTRACTOR from responsibility for any claim or demand.

10. **Licenses and Permits**: CONTRACTOR shall obtain and keep in force all licenses, permits, and certificates necessary for the performance of this Agreement.

11. **Assignment**: The obligations of CONTRACTOR under this Agreement shall not be assigned by CONTRACTOR without the express prior written consent of OUSD.

12. **Non-Discrimination**: It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age; therefore, 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). 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, sexual orientation, or other legally protected class.

13. **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 controlled substances, alcohol or tobacco on these sites.

14. **Indemnification**: CONTRACTOR agrees to hold harmless, indemnify, and defend OUSD and its officers, agents, and employees from any and all claims or losses accruing or resulting from injury, damage, or death of any person, firm, or corporation in connection with the performance of this Agreement. CONTRACTOR also agrees to hold harmless, indemnify, and defend OUSD and its elective board, officers, agents, and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to CONTRACTOR in connection with the performance of this Agreement. This provision survives termination of this Agreement.

15. **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.

16. **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.

17. **Termination**: OUSD may at any time terminate this Agreement upon 30 days prior 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.

18. **Conduct of CONTRACTOR**: By signing this Agreement, CONTRACTOR certifies compliance with the following requirements and will provide OUSD with evidence of staff qualifications, which include:

    1. **Tuberculosis Screening**: CONTRACTOR is required to screen employees who will be working at OUSD sites for more than six hours. CONTRACTOR affirms that each employee has current proof of negative TB testing on file and TB results are monitored.

    2. **Fingerprinting of Employees and Agents**. The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to CONTRACTOR's services under this Agreement and CONTRACTOR certifies its compliance with these provisions as follows: "CONTRACTOR certifies that CONTRACTOR has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all CONTRACTOR's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by OUSD, or acting as independent contractors of CONTRACTOR, who may have contact with OUSD pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. Contractor further certifies that it has received and reviewed fingerprint results for each of its Employees and Contractor has requested and reviews subsequent arrest records for all Employees who may come into contact with OUSD pupils in providing services to the District under this Agreement."

    In the event that OUSD, in its sole discretion, at any time during the term of this contract, desires the removal of any CONTRACTOR related persons, employee, representative or agent from an 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.

19. **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.

20. **OUSD's Evaluation of CONTRACTOR and CONTRACTOR's Employees and/or Subcontractors**. OUSD may evaluate 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:

    1. Requesting that OUSD employee(s) evaluate the CONTRACTOR and the CONTRACTOR's employees and subcontractors and each of their performance.

    2. Announced and unannounced observance of CONTRACTOR, CONTRACTOR's employee(s), and/or subcontractor(s).

21. **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.

22. **Confidentiality**: CONTRACTOR and all CONTRACTOR's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. 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. Contractors will be permitted

access to student data only where permissible under state and federal law and only after executing OUSD's Confidentiality Agreement Regarding Student Data.

23. **Conflict of Interest**: CONTRACTOR shall abide by and be subject to all applicable, 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 the prior approval of OUSD Human Resources.

    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.

    Through its execution of this Agreement, CONTRACTOR acknowledges that it is familiar with the provisions of section 1090 *et seq.* and section 87100 *et seq.* of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event CONTRACTOR receives any information subsequent to execution of this Agreement which might constitute a violation of said provisions, CONTRACTOR agrees it shall notify OUSD in writing.

24. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion**: CONTRACTOR certifies to the best of his/her/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, certifies that this vendor does not appear on the Excluded Parties List (https://www.sam.gov/).

25. **Litigation**: This Agreement shall be performed in Oakland, California and is governed by the laws of the State of California, but without resort to California's principles and laws regarding conflict of laws. The Alameda County Superior Court shall have jurisdiction over any litigation initiated to enforce or interpret this Agreement.

26. **Incorporation of Recitals and Exhibits**: The Recitals and each exhibit attached hereto are hereby incorporated herein by reference. CONTRACTOR agrees that to the extent any recital or document incorporated herein conflicts with any term or provision of this Professional Services Contract, the terms and provisions of this Professional Services Contract shall govern.

27. **Integration/Entire Agreement of Parties**: This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

28. **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.

29. **Signature Authority**: Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been given the proper authority and empowered to enter into this Agreement.

30. **Contract Contingent on Governing Board Approval**: OUSD shall not be bound by the terms of this Agreement until it has been formally approved by OUSD's Governing Board, and no payment shall be owed or made to CONTRACTOR absent that formal approval. This Agreement shall be deemed approved when it has been signed by the Board of Education, and/or the Superintendent as its designee.

31. **W-9 Form**: If CONTRACTOR is doing business with OUSD for the first time, complete and return with the signed Contract the W-9 form.

32. **Contract Publicly Posted**: This contract, its contents, and all incorporated documents are public documents and will be made available by OUSD to the public online via the Internet.

OAKLAND UNIFIED SCHOOL DISTRICT

	07/24/2017
☐ President, Board of Education	Date
☐ Superintendent	
☒ Chief or Deputy Chief	
	08/31/2017
Secretary, Board of Education	Date

CONTRACTOR

Suzy Garren	07/31/2017
Contractor Signature	Date
Alec Lee, CEO	
Print Name, Title	

Form approved by OUSD General Counsel for 2017-18 FY

EXHIBIT "A" SCOPE OF WORK

[**IF A CONTRACTOR PROVIDES AN ACCEPTABLE DESCRIPTION OF SERVICES AS PART OF A PROPOSAL, THAT DESCRIPTION OF SERVICES MAY BE ATTACHED <u>WITHOUT</u> ANY TERMS, CONDITIONS, LIMITATIONS, ETC., FROM THAT PROPOSAL**.]

1. **Description of Services to be Provided:** Provide a description of the service(s) the contractor will provide. Be specific about what service(s) OUSD is purchasing and what *this* Contractor will do.

   See Attached Scope of Work

2. **Specific Outcomes:** What are the expected outcomes from the services of this Contract? Be specific. For example, as a result of the service(s): 1) How many more Oakland children are graduating from high school? 2) How many more Oakland children are attending school 95% or more? 3) How many more students have meaningful internships and/or paying jobs? 4) How many more Oakland children have access to, and use, the health services they need? Provide details of program participation (Students will…) and measurable outcomes (Participants will be able to…). NOT THE GOALS OF THE SITE OR DEPARTMENT.

Summer learning programs are critical in countering summer learning loss in students. Students will greatly benefit from the opportunity to participate in a full 6-hour summer learning program. The summer learning program will provide students with a safe and supportive place to spend their summer. Students' physical and social-emotional health and well-being will be supported through the summer program's academic, enrichment, and support services. As a result of the summer learning program, students will return to school in the fall feeling more engaged in learning, more connected to the school community, and less affected by summer learning loss. As a result, students will be more prepared to engage in a new school year of learning and more ready to attend school on a daily basis.

3. **Alignment with District Strategic Plan:** Indicate the goals and visions supported by the services of this contract: (Check all that apply.)

- ☐ Ensure a high quality instructional core
- ☒ Develop social, emotional and physical health
- ☒ Create equitable opportunities for learning
- ☐ High quality and effective instruction
- ☐ Prepare students for success in college and careers
- ☒ Safe, healthy and supportive schools
- ☐ Accountable for quality
- ☐ Full service community district

4. **Alignment with Community School Strategic Site Plan – CSSSP (required if using State or Federal Funds):**

Please select:

☐ **Action Item included in Board Approved CSSSP** (no additional documentation required) – Item Number:_____

☐ **Action Item added as modification to Board Approved CSSSP** – Submit the following documents to the Resource Manager either electronically via email of scanned documents, fax or drop off.

1. Relevant page of CSSSP with action item highlighted. Page must include header with the word “Modified”, modification date, school site name, both principal and school site council chair initials and date.
2. Meeting announcement for meeting in which the CSSSP modification was approved.
3. Minutes for meeting in which the CSSSP modification was approved indicating approval of the modification.
4. Sign-in sheet for meeting in which the CSSSP modification was approved.

2012-2013 Elementary/Middle School After School Program Budget

21ST CENTURY SUMMER BUDGET PLANNING SPREADSHEET

ELEMENTARY & MIDDLE SCHOOLS 2017

Site Name:	**Madison Park Academy**		
Site #:			
Lead Agency	**Aim High**		
# of summer students (ADA)	**80**		
# of summer program days	**24**		
Total 21st CCLC Grant Funds	**$24,960**	**21st CCLC Grant Funds for Lead Agency**	**Lead Agency In-Kind Contributions**
	TOTAL CONTRACTED FUNDS	**$24,960**	**$112,022**
BOOKS AND SUPPLIES			
4310	Supplies (can be purchased by lead agency for summer supplemental programming)	**$300**	**$6,386**
4310	Curriculum		
5829	Field Trips (fees, supplies)		$450
	Bus tickets for students		$457
	Rental bus for field trips		$2,820
	Snacks		$200
	Incentives		
	Family Night supplies		$300
	Total books and supplies	**$300**	**$10,613**
CONTRACTED SERVICES			
Site Director	$10500 Salary X 2 Directors		$21,000
Site Coordinator	$5000 salary X 1 Staff		**$5,000**
Lead Teacher	$4000 salary X 5 Lead Teachers	$20,000	$28,000
Specialists	$3000 Salary X 2 staff		$6,000
	Subtotal	$20,000	$60,000
5825	Employee benefits (11%)	$2,200	$6,600
College intern	$2500 Living Stipend X 8 Interns (No Fringe Benefits)		$20,000
High School Intern	$1,500 Living Stipend X 1 Intern (No fringe benefits)	$1,500	$10,500
	Total services	**$23,700**	**$97,100**
IN-KIND DIRECT SERVICES			
	Total value of in-kind direct services		$0
SUBTOTALS			
	Subtotals DIRECT SERVICE	**$24,000**	**$107,713**
	Allowable lead agency admin (at 4% of contracted funds or less)	**$960**	**$4,309**
TOTALS			
	Total budgeted per column	$24,960	$112,022
	BALANCE remaining to allocate	**$0**	

Required Signatures for Budget Approval: Director of Finance

Lead Agency:	Aim High	Date: 4/5/2017	

Notes:

1) Lead agencies will be required to submit a summer-end expenditure report on these budget expenditures.

2) These contracted summer funds are based on anticipated summer program average daily attendance. Sites that fall short of 85% of the summer attendance target in the first week will be required to submit an aggressive student recruitment and retention plan for the remainder of the summer and reallocate budget funds appropriately to reflect actual attendance numbers.

OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

OUSD Summer 2017 Lead Agency Summer Program Plan
Summer Hub: Aim High - Madison Park Acad
(Submit to OUSD Expanded Learning Office by March 24)

SECTION 1: Summer Program Snapshot

Lead Agency Name:	Summer Hub Site & Program Model ex:(A+B):	Target Summer Average Daily Attendance (ADA) Number:	Grades Served:	Program Dates: (note any program closure dates during this period)
Aim High	Madison Park Academy / 6hr.	80	5-8	6/26/17 - 7/28/17 (closed 7/4/17)

SECTION 2: Lead Agency Assurances

Please review and initial each item and sign below.

AL I understand that my program's goal is to achieve at least 85% of the above attendance target this summer. I understand that if my summer site falls below 85% of this attendance target by the end of the 1st week of the summer program, I will be required to submit an aggressive student recruitment and retention plan to the OUSD Expanded Learning Office, detailing my program's efforts to raise attendance numbers for the remainder of the summer.

AL I understand that my agency's contracted summer funds are based on the above average daily attendance target number. My program will over-enroll appropriately to ensure that we reach this attendance target. I understand that if my program falls short of 85% of this attendance target by the end of the first week of program, I will submit a revised summer budget plan to the OUSD Expanded Learning Office detailing how I will reallocate contracted funds appropriately to reflect actual attendance numbers, and to support my student recruitment and retention plan for the remainder of the summer.

AL I understand that I am required to input my actual attendance numbers into the Cityspan attendance system ***daily*** during the summer program. I will cross check signatures on my daily sign in/out sheets with numbers inputted into Cityspan to ensure that the numbers match up and that Cityspan accurately reports my summer attendance data. I understand that the OUSD Expanded Learning Office will carefully review my daily attendance numbers over the summer program.

AL I understand that I am required to submit electronic copies of my summer attendance records (including copies of daily student sign in/out sheets and the OUSD summer internal audit log) to the OUSD Expanded Learning Office twice during summer programming. I will submit my attendance through June 30th by the first week of July, and I will submit the rest of my attendance within one week of the last day of my program. I will also submit attendance data during the course of my summer program, as requested, for OUSD's attendance reporting to the California Department of Education.

AL I understand that OUSD's 21st Century federal grant funds are funding my summer program. I understand that I am required to follow all grant compliance requirements as outlined by the OUSD Expanded Learning Office. I will maintain my summer program records for 5 years for auditing purposes, as required by the California Department of Education, and will submit any summer programmatic or fiscal records to the OUSD Expanded Learning Office, as requested, for school district reporting and auditing purposes.

AL I understand that if I am running an A+B summer program model, these are requirements regarding my program hours of operation: Morning summer school will operate from approximately 8:15am – 12:15pm daily. My afternoon summer program will operate from approximately 12:15pm – 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.

(★) → Note: Per our Civic Center Permits, our normal daily facility use hours are 7am - 6pm

AL If I am a stand-alone 6 hour program, I understand that OUSD will only cover custodial costs for four to six weeks of my summer program until 3:30 pm. My agency will be responsible for covering any extra custodial costs if my program runs beyond four to six weeks, and beyond the hours of 3:30 pm daily.

AL I understand OUSD Summer Programs are intended to be free programs. If program fees are charged, a sliding scale must be offered and students qualified for program participation cannot be turned away due to inability to pay.

Name and Signature of Summer Lead Agency Director: Ala Lee

SECTION 3: Summer Calendar and Daily Schedule

a) Please turn in a copy of your summer calendar showing all program days of operation, field trips, and any other notable special events and activities (ie. your summer end family celebration) by May 19th.

b) Please turn in a copy of your daily schedule detailing the entire 6 hour program *(Note: sites that are using the A+B model* ***must include*** *the morning academic program in the daily schedule you submit)* by May 19th.

- Please note that all programs under the A+B model will be expected to provide daily hands-on academics (ie. STEM), enrichment, physical activity, community building activities, and daily afternoon snack (provided by OUSD), between the hours of 12:15 – 3:15.
- Please include staff prep and meeting times, and clean up/debrief times on your daily schedule.

SECTION 5: Summer Program Recruitment and Retention Strategies and Timeline

Briefly describe your anticipated summer program student recruitment and retention activities and timeline.

a) All summer hubs will be required to offer a parent orientation before program begins. Collaborate with your principal to identify a date.

The date of my parent orientation is: 6/22/2017

Please see p.4.

SECTION 6: 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.

Summer staff must meet the minimum staff qualifications according to the 21st Century grant requirements.

- Must pass fingerprint background clearance by DOJ and FBI
- Must have TB clearance
- Must have at least 2 years of college (48 semester units) or pass the Instructional Aide exam administered by the Alameda County Office of Ed

You will be sent a contact survey to send us information on the staff later in the year. Please fill out the table below with information on your site coordinator only.

Important Note: Summer program staff in A+B programs will be expected to attend 15 – 18 hours of OUSD summer line staff trainings. The Summer Site Coordinator and summer program staff should be hired **no later than May 1**.

Site Coordinator Name	Email	Current After School Site where he/she works		# of yrs in working in OUSD after school programs	# of yrs working in OUSD summer programs	List any OUSD after school learning communities this staff member has participated in
Benjie Achtenberg	eastoakland@aimhig	n/a		0	0	n/a

Signature of Summer Lead Agency Director: _____

Signature of Hub Site Principal: _____

Aim High's Recruitment and Retention Strategy 2017

Aim High works in close partnership with schools (teachers, staff, principals, Community School Mangers, etc.) to identify student applicants. We work with those partners to support the families through our application process. We focus our recruiting on schools and community-based organizations in Oakland's high-need neighborhoods.

Our recruitment staff makes presentations at local schools during classes, assemblies, advisories and special events. We present to students as well as to their families. Youth and their families can receive an Aim High application—in Chinese, Spanish or English—after these presentations from us or later from teachers and school counselors as well as from our website. Our application is also available entirely online. School-day staff will often assist students who need support completing our application (e.g., ELL students).

Our application process is open and non-discriminatory.

Applications are due this year on Friday April 7th. We will mail out acceptance and denial letters the first week of May.

As for retention, it is our hope that every eligible student returns from last summer for another 5 weeks of Aim High in 2017. We mail a "renewal letter" to each student from last summer who is currently in 6th, 7th, or 8th grade. This letter invites them to return to Aim High for another summer and requests some required paperwork be returned to us (some of the renewal process can be done online as well). We call each family who does not submit their paperwork by their due date (in mid-March) to personally encourage those students to return to Aim High.

Summer 2017 HOURS OF OPERATION with events: Aim High at Madison Park Academy

Summer Calendar:

6/19/17 – 6/23/17 Monday - Friday
Daily Building Access for faculty training
7:30am – 4:30pm

6/26/17 – 7/28/17 Monday - Friday
Daily Building Access 7:30am – 5:00pm
Daily Programming with Students 8:30am – 3:30pm (7 hours)

Wednesdays: 6/28, 7/5, 7/12, 7/19, 7/26
(Faculty Meetings after classes)
Building Access 7:30am – 5:45pm

6/22/17 Thursday
Building Access 7:30am – 8:30pm
Family Event 6:00pm – 8:00pm (2 hours)

7/4/17 Tuesday
No School, building not in use

7/13/17 Thursday
Building Access 7:30am – 8:30pm
Family Event 6:00pm – 8:00pm (2 hours)

7/28/17 Friday
Building Access 7:30am – 8:30pm
Family Event 6:00pm – 8:00pm (2 hours)

Daily Schedule:

June 19th - June 23rd (faculty training week)

June 26th – July 28th (with students):

8:00- 8:30 Breakfast served: need cafeteria space and outdoor recess space for all students and teachers

8:30 - 8:35 indoor community meeting space, preferably large enough for a circle of all campus students and teachers – Multi-Purpose Room / Cafeteria is ideal; outdoor space also utilized sometimes (morning meeting)

8:40- 10:15 classrooms

10:20 - 10:50 classrooms, an indoor community meeting space, preferably large enough for a circle of all campus students and teachers, and an outdoor meeting space

10:55 – 12:30 classrooms and computer lab

12:30 - 1:05 Lunch served: need cafeteria space and outdoor recess space for all students and teachers

1:10 - 3:15 classrooms and outdoor space for all students and teachers for organized sports and activities

3:15 - 3:30 indoor community meeting space, and an outdoor meeting space (closing circle)

3:30 - 5:00 classrooms for teacher prep