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Community Schools, Thriving Students

Memo	
То	Board of Education
From	Gary Yee Ed.D., Acting Superintendent By: Maria Santos, Deputy Superintendent, Instruction, Leadership & Equity-in-Action Vernon Hal, Deputy Superintendent, Business & Operations
Board Meeting Date (To be completed by Procurement)	<u>September 11, 2013</u>
Subject	Memorandum of Understanding - <u>Youth Uprising</u> (contractor) - <u>301/Castlemont High</u> <u>School</u> (site/department)
Action Requested	Approval of Memorandum of Understanding between Oakland Unified School District and Youth Uprising. Services to be primarily provided to Castlemont High School.
Background A one paragraph explanation of why the consultant's services are needed.	The general purpose of the 21 <sub>st</sub> Century Community Learning Center (21 <sup>st</sup> CCLC) program is to establish or expand community learning centers that provide students with academic enrichment opportunities along with activities designed to complement the students' regular academic program. California Education Code (EC) Section 8421 further defines the purpose of the 21 <sub>st</sub> CCLC High School ASSETs program as (1) creating incentives for establishing locally driven after school enrichment programs that partner schools and communities to provide academic support and safe, constructive alternatives for high school pupils in the hours after the regular school day, and (2) assisting pupils in passing the high school exit examination for public school programs.
Discussion One paragraph summary of the scope of work.	Approval by the Board of Education of a Memorandum of Understanding between the Oakland Unified School District and Youth Uprising, Oakland, CA, for the latter to provide services as lead agency to provide program coordination, math intervention, homework support, student supervision, and variety of enrichment services for Castlemont High School's comprehensive After School Program in the capacity of the 21st Century High School After School Safety and Enrichment for Teens (ASSETs) Grant for the period of July 1, 2013 through August 29, 2014, in an amount not to exceed \$182,326.00.
Recommendation	Approval of Memorandum of Understanding between Oakland Unified School District and Youth Uprising. Services to be primarily provided to 301/Castlemont High School for the period of July 1, 2013 through August 29, 2014.
Fiscal Impact	Funding resource name (please spell out) <u>4124/21<sup>st</sup> Century High School After School Safety</u> and Enrichment for Teens (ASSETs) Grant: \$145,966.00 for Core funding, \$19,788.00 Equitable Access, and \$16,572.00 for Family Literacy funding for a total amount not to exceed <u>\$182,326.00</u> .
Attachments	<ul> <li>Memorandum of Understanding</li> <li>Certificate of Insurance</li> <li>Scope of Work</li> <li>Statement of qualifications</li> </ul>

## Memorandum of Understanding 2013-2014 Between Oakland Unified School District and Youth Uprising

1. Intent. This Memorandum of Understanding ("MOU") establishes the Oakland Unified School District's ("OUSD") intent to contract with Youth Uprising

- California Department of Education ("CDE") 21st Century High School ASSETS Program ("ASSETS Core Grant")
- California Department of Education ("CDE") 21st Century Direct Access Grant ("Direct Access")
- California Department of Education ("CDE") 21st Century Family Literacy Grant ("Family Literacy")
- 2. Term of MOU. The term of this MOU shall be July 1, 2013 to August 29, 2014 and may be extended by written agreement of both parties.
- 3. Termination. OUSD may at any time terminate this MOU for any or no reason upon not less than five (5) days written notice to AGENCY. OUSD shall compensate AGENCY for services satisfactorily provided through the date of termination. In addition, OUSD may terminate this MOU for cause should AGENCY fail to perform any part of this MOU. In the event of termination for cause, OUSD may secure the required services from another contractor. If OUSD's cost of procuring services from another contractor exceeds the cost of providing the services pursuant to this MOU, AGENCY shall pay the additional cost.
- 4. **Compensation.** The 21st Century ASSETS Core Grant, Family Literacy, and Direct Access grant award amount for <u>301/Castlemont High School</u> is \$<u>182,326.00</u>. AGENCY shall be entitled to compensation from these funds in accordance with the following terms and conditions:
  - 4.1. Total Compensation. <u>Subject to the provisions of 4.2 Positive Attendance and the provisions of 4.3 Administrative Fee, AGENCY shall receive the amount of the grant award less OUSD's administrative fees and other site costs agreed to by the Site Administrator and AGENCY.</u>
  - 4.2. Positive Attendance. Payment for services rendered related to the ASSETS Core Grant shall be based on actual student attendance rates (\$10.00 a day per student), not estimates, as those programs are "positive attendance based." OUSD reserves the right to modify the annual core allocation based on reported attendance. In the event that payments made to AGENCY exceed the reported attendance for the Core grant, the AGENCY will return payments to OUSD at the rate of \$10.00 a day per student. Documentation of attendance must be submitted through the OUSD/OFCY attendance systems in order for invoices for payment of services for the ASSETS Core Grant to be processed. (Exhibit A Attendance Reporting Schedule 2013-2014").
    - 4.2.1. Reconciliation Process for Positive Attendance Based Grant Funds. OUSD will adjust the payment of the "positive attendance based" grants based on quarterly review of monthly invoices and attendance for services rendered related to the ASSETS Core Grant for any adjustments resulting from the reconciliation of the attendance reports for that quarter's months. The attendance reconciliation process will assess the program's performance with respect to the required compliance with the grant mandated attendance rates. Based on the review, financial

adjustments of additional payment or additional withholding will be made. Any remaining balance(s) will be forwarded to AGENCY or OUSD. Any adjustment required in excess of the withholding will necessitate additional adjustments to future invoices and payments.

- 4.2.2. Administrative Charges and Reconciliation. Reconciliation process for positive attendance based grants must factor in the subtraction of administrative and other OUSD central charges, as outlined in section 4.3, from any grant amounts earned through attendance (OUSD indirect, custodial, evaluation, and After School Programs Office administrative and training/technical assistance fees).
- 4.3. **OUSD Administrative Fees.** OUSD shall charge and withhold up to 14% from the overall 21st Century ASSETS Core Grant, Family Literacy grant, and Direct Access grant for central indirect, administrative, custodial, evaluation, and direct service training and technical assistance costs.
- 4.4. **AGENCY Administrative Fees.** AGENCY understands and agrees that it may not charge more than 4% of the total contract amount as administrative fees and that its administrative fees must be set at an appropriate dollar amount to keep the 21st Century ASSETS Core Grant, Family Literacy grant, and Direct Access grant within the grant-mandated allowable 15% for total indirect/administrative costs. The agency administrative fees charged to the 21st Century ASSETS Core Grant, Family Literacy grant, and Direct Access grant, and Direct Access grant must be used for direct administrative costs and cannot be used for agency indirect costs. Direct administrative costs consist of expenditures for administrative activities that provide a direct benefit to the 21st Century ASSETS program. Indirect costs consist of expenditures for administrative activities for administrative activities that are necessary for the general operation of the agency, but that cannot be tied to the 21st Century ASSETS program.
- 4.5. **Program Budget.** Due to result-based budgeting, the grant will remain as part of the site budget. Funds will be encumbered from the site budget on behalf of AGENCY for the school year 2013-2014 and will not exceed \$<u>182,326.00</u> in accordance with **Exhibit B** ("21<sup>st</sup> CCLC After School Program Plan" and "After School Budget Planning Spreadsheet").
- 4.6. Modifications to Budget. Any modifications to the approved grant budget must be approved by OUSD, AGENCY, and CDE before expenditures of funds for modified line items are authorized. Except as expressly set forth herein, OUSD shall not be liable to AGENCY for any costs or expenses paid or incurred by AGENCY in performing services for OUSD. The granting of any payment by OUSD, or the receipt thereof by AGENCY, shall in no way lessen the liability of AGENCY 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 AGENCY without delay.
- **Program Fees.** The intent of the 21<sup>st</sup> Century ASSETS program is to establish local programs 4.7. that offer academic assistance and enrichment for students in need of such services regardless of their ability to pay. Though it is not against the rules to charge fees for participation in programs, the CA Department of Education discourages it because it could exclude students in need from attending and taking advantage of the after school program. Fees should not create a barrier to participation in the after school program. After school services must be equally accessible to all students targeted for services regardless of their ability to pay. Programs that propose to charge fees may not prohibit any family from participating based on their inability to pay and must offer a sliding scale of fees and scholarships for those who could not otherwise afford to participate. Any income collected from fees must be used to fund program activities specified in the grant application. AGENCY shall do full accounting of fees collected, and documentation shall be kept for 5 years for auditing purposes. If AGENCY decides to charge fees, this decision shall be made collaboratively with the Site Administrator, and AGENCY shall work collaboratively with the Site Administrator and parent leaders to develop an appropriate program fee structure for the school community. AGENCY shall provide the OUSD After School Programs Office with written documentation of the program fee

structure prior to charging any program fees, and shall provide OUSD with additional documentation upon request, to ensure grant compliance.

## 5. Scope of Work. AGENCY will serve as lead agency at <u>301/Castlemont High School</u>

will be responsible for operations and management of the 21st Century ASSETS Core Grant, Family Literacy grant, and Direct Access grant contracted to AGENCY by OUSD for fiscal year 2013-2014. This shall include the following required activities:

- 5.1. **Student Outcomes.** AGENCY shall achieve the student outcomes as described in the grant application narrative and articulated in documents from the program evaluation team. AGENCY agrees to develop school specific outcomes, as defined in partnership with the principal. AGENCY recognizes that the principal is the chief decision maker for after school and summer programs, and ensures that school site objectives are met.
  - 5.1.1. Alignment with Community School Strategic Site Plan ("CSSSP"). AGENCY will ensure the after school program aligns with OUSD and <u>301/Castlemont High School</u> and objectives to ensure the success of students as articulated in the Community School Strategic Site Plan (CSSSP). AGENCY will work in partnership with the school principal to ensure that the program components are aligned with and complement OUSD standards and school site curriculum.
- 5.2. **Oversight.** AGENCY will provide oversight, fiscal management, payroll services, technical assistance, and facilitation of collaboration with other service providers. Agency must ensure compliance with 21st Century ASSETS Core, Family Literacy, and Direct Access funding guideline requirements and follow OUSD after school policies and procedures. This includes compliance with OUSD staffing requirements and policies including No Child Left Behind and other legislative mandates.
- 5.3. Enrollment. AGENCY will enroll 9th through 12th grade students at 301/Castlemont High School \_\_\_\_\_\_, to serve sufficient number of students and run services for a sufficient number of days to earn the full core grant allocation of funding.

## 5.4. **Program Requirements**

- 5.4.1. **Program Hours.** Consistent with the 21st Century ASSETS program requirements, AGENCY agrees to operate a minimum of 15 hours per week. This may include after school only OR after school and any combination of before school, weekends, summer intersession and vacation.
- 5.4.2. **Program Days.** AGENCY shall offer a program for a minimum of 177-180 days during the 2013 2014 school year.
  - 5.4.2.1. Attendance Targets. AGENCY will operate the program for a sufficient number of days during the 2013 2014 school year to ensure that student attendance targets are met. This can include Summer Session.
  - 5.4.2.2. Program Closure. AGENCY will close the ASSETS program no more than a maximum of 3 days in the 2013-14 school year for staff professional development, as permitted by Education Code.

## 5.4.3. Program Components

5.4.3.1. AGENCY shall provide programming that supports the guidelines as outlined in the ASSETS Core Grant for students at <u>301/Castlemont High School</u>. AGENCY understands that the ASSETS program has three required elements that must be offered in every funded program: academic assistance, enrichment, and family literacy services. AGENCY understands that the academic and enrichment elements must provide additional support for pupils and be coordinated with the regular academic program requirements, standards-aligned curriculum and instructional materials, and assessments of pupil progress. AGENCY agrees to provide programming consistent with grant guidelines, including, but not limited to:

- 5.4.3.1.1. Academic Assistance. ASSETs programs will include tutoring, homework assistance, Credit Recovery, and CAHSEE Prep in their academic assistance element. The assistance will be aligned with the regular academic programs of the students and will assist them in meeting state and local academic achievement standards in core academic subjects, such as reading, mathematics, and science.
- 5.4.3.1.2. Enrichment. Each ASSETs program will provide an enrichment element that offers participating students a broad array of additional services, programs, and activities designed to reinforce and complement the regular academic program. Services will be actively coordinated with the students' regular high school day program. It is strongly encouraged that programs include an Internship Program to develop Career Skills. In particular, the enrichment element activities must be developed in alignment with appropriate California content standards and standards-aligned instructional materials, related California curriculum frameworks, and other research-based practices.
- 5.4.3.1.3. Family Literacy Services. AGENCY shall assess the need for family literacy services among adult family members of the high school students to be served by the program. All programs will, at a minimum, either refer families to existing services or coordinate with local service providers to deliver literacy and educational development services.
- 5.4.3.2. Equitable Access Programming. AGENCY shall include a component for students at <u>301/Castlemont High School</u> to support full access to program components.
- 5.4.3.3. Family Literacy Programming. AGENCY shall offer a component for guardians, parents, and caretakers of students at <u>301/Castlemont High School</u> which includes parent workshops and training on a variety of topics including supporting youth academically, college and career readiness, and adult literacy development.
- 5.4.4. **Staff Ratio.** The staff to youth ratio shall not exceed 1:20, with no more than 20 youth for each qualified, adult staff supervisor.
- 5.5. **Data Collection.** AGENCY will work with OUSD to collect and analyze data on student enrollment, student attendance, student academic performance, student satisfaction, and parent satisfaction. This includes, but is not limited to:
  - 5.5.1. **Accountability Reports.** Providing OUSD with the following set of program accountability reports:
    - Financial reports
    - Activity reports
    - Outcomes reports: behavioral and academic
  - 5.5.2. Attendance Reports. Providing OUSD with attendance reports using the OUSD/OFCY attendance systems and maintaining required attendance records utilizing the OUSD/OFCY attendance systems, including completion of mandatory monthly reports. Original written documentation of all daily attendance records, including all daily sign in/out sheets, will be maintained by AGENCY for 5 years for auditing purposes.
  - 5.5.3. **Use of Enrollment Packet.** AGENCY will use OUSD After School Program Parent Permission and Student Information enrollment packet, including early release waiver, for all

after school participants. (**Exhibit C**) AGENCY will seek approval from the OUSD After School Programs Office for any modifications to the OUSD enrollment packet, in advance of distribution.

- 5.6. **Maintain Clean, Safe and Secure Environment.** Maintaining clean, safe, and secure program environments for staff and students in conjunction with OUSD guidelines. AGENCY, as they view necessary, will initiate and establish additional cleanliness, safety, and security policies and protocol sufficient to ensure staff, student and family member safety.
- 5.7. **Meeting Participation.** AGENCY will participate in technical assistance, training, orientation, monthly meetings and other support and resource development activities provided by OUSD and collaborative partners in conducting program planning, implementation, and evaluation. These include required regular meetings with the school principal or other identified designee to ensure collaboration with the school vision. AGENCY staff will participate in meetings facilitated by the OUSD After School Programs Office to address program quality, program improvement and general troubleshooting.
- 5.8. **Relationships.** AGENCY will maintain six essential collaborative relationships to ensure partnerships towards effective program implementation:
  - Administration, faculty, and staff of \_\_\_\_\_\_ 301/Castlemont High School \_\_\_\_\_\_
  - OUSD After School Programs Office
  - OUSD central administration departments
  - Parents/Guardians
  - Youth
  - Community organizations and public agencies
- 5.9. Licenses. AGENCY shall obtain and keep in force all licenses, permits, and certificates necessary for the performance of this Agreement.

## 6. Field Trip Policy. FIELD TRIPS, OFF SITE EVENTS AND OFF SITE ACTIVITIES:

- AGENCY shall provide each Site Administrator and the OUSD After School Programs Office with a schedule of all after school program field trips and/or off site events and/or off site activities by the first day of each semester, and a schedule of all summer field trips and/or off site events and activities by the first day of the summer program, if AGENCY is providing summer services (Exhibit D).
- AGENCY hereby certifies that after school and summer program staff and/or subcontractors will comply with the following procedures for all field trips, off site events and off site activities:
- 6.1. Licenses Permission Slips/Acknowledgement. Field trip/excursion permission slip must be signed by parent(s)/guardian(s) of all student participants and an acknowledgement must be signed by all adult chaperones both of which shall include the following information:
  - 6.1.1. a full description of the trip and scheduled activities
  - 6.1.2. student/adult participant health information
  - 6.1.3. "Notice of Waiver of All Claims: Education Code § 35330 provides that all persons making a field trip or excursion shall be deemed to have waived all claims against any school district, charter school, or the State of California for injury, accident, illness or death occurring during or by reason of the field trip or excursion, regardless of who holds the claims. If the field trip or excursion to which this permission slip applies is out-of-state, I hereby knowingly waive all of my and my daughter's/son's/ward's claims against any school district, charter school, and/or the State of California for injury, accident, illness or death occurring during or by reason of the out-of state field trip or excursion."

- 6.2. After school and summer program staff or subcontractors leading trip must have a written list of students attending trip.
- 6.3. No student shall be prevented from making a trip due to lack of sufficient funds.
- 6.4. After school and summer program staff or subcontractors leading trip shall have a sufficient first aid kit in his or her possession or immediately available. If the trip is conducted in areas known to be infested with poisonous snakes, this first aid kit shall contain medically accepted snakebite remedies.
- 6.5. **Health Conditions/Medication:** Trip participant health information will be gathered and reviewed in advance of trip and any needed revisions to supervision plan made, including making sure that chaperones understand relevant information (e.g., food allergies). A plan will be developed to collect, secure, and dispense prescription medications from their original containers only and consistent with physician's instructions.

#### 6.6. Supervision

- 6.6.1. AGENCY Executive Director must review and approve supervision plan.
- 6.6.2. Trip as structured is appropriate to age, grade level and course of study.
- 6.6.3. Chaperones are all AGENCY employees or subcontractors, parent(s)/guardian(s), or other authorized chaperones and are 21 or older. After School and Summer Program Coordinators and lead trip staff are satisfied that all chaperones are willing and able to perform required duites, including understanding and implementing instructions, understanding health information for students in their group, and responding effectively in the event of an emergency. Trip attendees shall be limited to assigned school or early childhood education or after school program staff, students and authorized chaperones. Guests, including but not limited to friends and other family members, are strictly prohibited absent prior written approval of the after school program staff leading trip shall provide any adult chaperones who may accompany the students with clear information regarding their responsibilities. Chaperones shall be assigned a prescribed group of students and shall be responsible for the continuous monitoring of these students' activities. Chaperones shall not consume alcoholic beverages or be under the influence of controlled substances while accompanying and supervising students on a trip.
- 6.6.4. When a trip is made to a place of business or industry, staff shall arrange for an employee of the host company to serve as conductor.
- 6.6.5. Adult:Student Ratio is at least 1:10 or higher if swimming or wading or high risk trip. If the trip involves water activities, this ratio shall be revised to ensure closer supervision of elementary grade or younger students, appropriate to their ages. The ratio of adults to students on field trips and excursions shall be reasonable under the circumstances.
- 6.6.6. Safety requirements have been met (eg: current First aid/CPR training of at least one chaperone, first aid kits, emergency contact and health info, instructions for chaperones, staff and chaperones have cell phones which are charged and available for communication).
- 6.7. **Transportation Requirements:** The after school and summer program or subcontractors shall ensure compliance with all state laws and may transport by the use of its own equipment, contract to provide transportation or arrange transportation by the use of other equipment to enrolled after school and summer participants provided that: (A) parent/guardians' written permission has been obtained in advance; (B) After School Program Coordinator and/or Summer Program Coordinator has confirmed that: transportation arrangements are safe and appropriate; (C) all drivers have valid California driver's license; (D) all drivers have received fingerprint clearance; (E) provided that such transport is covered under driver or registered owner's personal automobile insurance or AGENCY

automobile liability insurance policy for at least \$100,000 per individual and \$300,000 per occurrence for liability for bodily injury; and \$50,000 per occurrence for liability for property damage; (F) all drivers and registered owners of private or rented vehicles used shall complete and sign declaration of driver forms assuring that: (i) the driver is at least 21 years of age and holds a current valid California driver's license;(ii) the driver has not been convicted of reckless driving or driving under the influence of drugs or alcohol within the past five years; and (iii) the driver provides proof of sufficient insurance; (G) if after school or summer program arranges and/or contracts with a third party to provide this transportation, the organization or company with whom they contract must be licensed as a transportation provider, be certified to transport students (e.g., School Pupil Activity Bus certification) and have at least \$5,000,000 automobile and \$1,000,000 General Liability insurance; (H) arrangements have been made for additional vehicle for use in event of illness or emergency; (I) students receive instruction in safe conduct on bus or other transport; and, (J) drivers shall receive safety and emergency information for each student riding in his/her vehicle.

- 6.8. AGENCY must have reasonable confirmation that all organizations involved in the trip have demonstrated expertise and exhibit reasonably safe and reputable operating procedures and business practices appropriate to student trips.
- 6.9. Vendor is licensed to provide all proposed activities.
- 6.10. Voluntary Student Accident Insurance must be <u>made available</u> for purchase (required for all trips). All student participants on higher risk activities (e.g., swimming, snow trips, horseback riding, sailing, rafting, etc.) must be covered by medical or accident insurance.
  - 6.10.1. Parents/guardians must be informed that there is no District insurance for the trip;
  - 6.10.2. Program fees must include coverage for accidents or injuries to participants by an insurance carrier authorized to do business in California.

## 6.11. ADDITIONAL REQUIREMENTS FOR HIGH RISK, OVERNIGHT, OUT OF STATE TRIPS:

## 6.11.1. Definition of High Risk Activities

- 6.11.1.1. Because of concerns about the risk to student safety, the after school program coordinator shall not permit the following activities on campus or during AGENCY sponsored after school or summer program trips, events and activities unless the activity is properly supervised, students wear protective gear as appropriate, and each participant has insurance coverage:
- Amusement Parks
- Interscholastic Athletic Activities
- Bicycle riding
- Circus Arts
- Hiking (Moderate to rigorous terrain or length) vs short nature "walks"
- Hang gliding
- Horseback riding
- Ice Skating
- In-line or Roller Skating
- Rock climbing, climbing walls
- Skateboarding or use of non-motorized scooters
- Snow sports of any kind
- Trampoline; Jumpers
- Motorcycling
- Rodeo

- Target Shooting
- Water Activities including but not limited to: swimming, snorkeling, scuba diving, sailing, boating, kayaking, river rafting, water slides, water skiing etc.
- Outdoor active, experiential programs (Ropes course, pulley, etc.)
- Other activities determined by the school principal to have a high risk to student safety
- 6.11.1.2. The cost of insurance coverage for such activities shall be borne by the student and/or AGENCY.
- 6.11.1.3. Students who operate or ride as a passenger on a bicycle, non-motorized scooter or skateboard upon a street, bikeway or any other public bicycle path or trail shall wear a properly fitted and fastened bicycle helmet that meets the standards of law. Students also shall be required to wear such helmets while wearing in-line or roller skates.
- 6.11.2. Department of Justice and FBI fingerprinting and fingerprint clearance must be obtained for all non-District employee chaperones. Chaperones who continue beyond one school year will need to get fingerprint clearance once every three years from the time they begin chaperoning on after school program trips. Chaperones shall act in accordance with district policies, regulations and school rules. A person who is required to register as a sex offender pursuant to Penal Code 290 shall not serve as a chaperone on any field trip.
- 6.11.3. No chaperone shall be assigned to provide supervision or instruction of students unless he/she has submitted evidence of an examination within the past 60 days to determine that he/she is free of active tuberculosis. Chaperones whose skin test negative shall thereafter be required to take tuberculosis test every four years or sooner if deemed necessary by AGENCY.
- 6.11.4. Letter must be sent to parent(s)/guardian(s) and a meeting must be held for staff, chaperones, parent(s)/guardian(s) and students in advance of trip to discuss trip and safety related procedures, itinerary and questions.
- 6.11.5. Sleeping arrangements and night supervision are safe and appropriate.
- 6.11.6. **Vendor Proof of Insurance:** After School Program Coordinator and/or Summer Program Coordinator has obtained proof of insurance from all private vendors including:
  - Facility
  - Program

## 6.12. Additional Requirements for Field Trips/Excursions Which Include Swimming or Wading

- 6.12.1. No swimming or wading shall be allowed on trips unless planned and approved in advance.
- 6.12.2. When wading in the ocean, bay, river or other body of water as part of a planned, supervised outdoor education activity, after school program staff shall provide for a number of chaperones to exceed the normal one to ten ratio and shall instruct both chaperones and students of the real and potential risks inherent in such activities and the precautions necessary for their safety.

#### 6.12.3. Swimming Activities

- 6.12.3.1. Parents/guardians must provide written permission for the student to swim and must indicate the student's swimming ability. Students whose parents do not give permission for their child to swim shall be identified in advance of trip and a tracking system designed to ensure they do not enter pool or swim area.
- 6.12.3.2. Swimming facilities, including backyard pools, must be inspected by the AGENCY Executive Director and after school program staff before the trip is scheduled.

- 6.12.3.3. Owners of private pools must provide a certificate of insurance, designating OUSD and AGENCY as an additional insured, for not less than \$2,000,000 in liability coverage.
- 6.12.3.4. Lifeguards must be designated for all swimming activities. If lifeguards are not provided by the pool owner or operator, the AGENCY Executive Director shall ensure their presence. The AGENCY Executive Director shall ensure that lifeguards are Red Cross certified or equivalent and must be at least 21 years old. A swim test must be administered before any student is permitted in the deep end of the pool or swim area. A tracking system shall be designed in advance of trip to identify those students who have and have not passed the swim test.
- 6.12.3.5. The ratio of adult chaperones to students shall be at least one to ten. In grades 4-6, this ratio shall be at least one to eight. In grades K-3, this ratio shall be at least one to four.
- 6.12.3.6. Specific supervisory responsibilities shall be determined in advance to accommodate the varying swimming abilities of students. These responsibilities shall be clarified in writing and reviewed verbally before the trip.
- 6.12.3.7. Emergency procedures shall be included with written instructions to adult chaperones and staff.
- 6.12.3.8. Staff and chaperones assigned to supervise students must wear swim suits and know how to swim and be at each side of the pool or swim area actively monitoring students at all times.
- 6.12.3.9. The After School Program Coordinator and/or Summer Program Coordinator may require students to wear flotation devices, depending upon their age and swimming ability.
- 6.12.3.10. A buddy-system or other means of surveillance shall be arranged in advance and strictly enforced during swimming activities.

# 6.13. Additional Requirements for trips to East Bay Regional Park District Bodies of Water (swimming pools, lagoons, shoreline parks and lakes) and Related Facilities

- 6.13.1. At least 2 weeks prior to trip date, all persons attending trip, including, but not limited to, each and every student, teacher, instructor, chaperone, supervisor, parent, administrator, volunteer, or aide (hereinafter "participant") will provide to the School District Office of the General Counsel an original, properly completed, signed and dated East Bay Regional Park District Waiver (Exhibit E), executed by either the participant if he or she is 18 years of age or older, or the participant's parent or legal guardian if the participant is under 18 years of age.
- 6.13.2. Should AGENCY fail to provide an original, properly completed, signed and dated East Bay Regional Park District Waiver for each trip participant as defined in Section 6.13.1 above, AGENCY agrees to hold harmless, defend and indemnify OUSD, its officers, employees, volunteers and agents from all claims and actions resulting therefrom.
- 7. **Financial Records.** AGENCY agrees and understands that OUSD is responsible for fiduciary and programmatic oversight for the expenditure of 21st Century ASSETS Core Grant, Direct Access, and Family Literacy grant funds contracted to AGENCY by OUSD for fiscal year 2013-2014. AGENCY will function as a sub recipient of funding and as such will follow all required fiscal guidelines and meet outlined standards as referenced in applicable Federal and State sub recipient guidelines. AGENCY will ensure that all contracted funds of this MOU are expended as per grant guidelines.
  - 7.1. **Accounting Records.** AGENCY will maintain its accounting records based upon the principles of fund accounting.
  - 7.2. **Disputes.** AGENCY shall make all records related to 21<sup>st</sup> Century ASSETS, Family Literacy, and Direct Access grants available to OUSD for review. OUSD and AGENCY shall meet and confer

regarding any disputes as to the amount of actual expenses before taking any action to collect funds.

#### 8. Invoicing

- 8.1. **Billing Structure.** AGENCY shall only invoice for actual expenditures incurred. Supporting documentation must be presented along with monthly invoices upon request. Billing details must be provided upon request to OUSD to ensure compliance with related sub recipient and grant guidelines.
- 8.2. **Unallowable Expenses.** AGENCY may not purchase computers or capital equipment using 21<sup>st</sup> Century Core Grant, Direct Access, or Family Literacy grant funds.
- 8.3. **Invoice Requirements.** AGENCY will submit invoices with evidence of the following staff qualifications for each AGENCY employee and AGENCY agent, including employees of subcontracting agencies and volunteers: TB Clearance, current CA Department of Justice and FBI fingerprint clearance, and Instructional Aide requirement. AGENCY will utilize the required OUSD invoicing and staff qualifications form (Exhibit F) for regular invoice submission.
- 8.4. **Submission of Invoices.** AGENCY must submit invoices to OUSD on a timely and regular basis for services rendered. 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. AGENCY must also submit invoices according to specific invoicing deadlines as outlined by OUSD to ensure timely processing. **(Exhibit G**)
- 8.5. Submission of Invoices for ASESP and 21<sup>st</sup> Century Grants. For services rendered related to the 21<sup>st</sup> Century ASSETS grants, OUSD shall pay AGENCY, on a monthly basis, for appropriately documented expenses related to the 21<sup>st</sup> Century ASSETS grants, with a cumulative total for 2013-14 not to exceed \$182,326.00 in accordance with the attached Exhibits to this Memorandum. Invoices for payment of services shall be submitted by the 10<sup>th</sup> of each month to the OUSD After School Programs Office, utilizing the required OUSD invoicing and staff qualifications form (Exhibit F). OUSD will strive to adhere to second Accounts Payable check run per the published schedule of monthly payments if invoices are submitted in accordance with the deadlines and requirements set forth in this section and the accompanying Exhibits.
- 9. Ownership of Documents. AGENCY agrees that, pursuant to California law, it shall maintain program and fiscal documentation for the ASESP and 21<sup>st</sup> CCLC programs for a minimum of five years. All documents created by AGENCY pursuant to this MOU, including but not limited to reports, designs, schedules, registration packets, early release waivers, and other materials prepared, or in the process of being prepared, for the services to be performed by AGENCY, are and shall be at the time of creation and thereafter the property of OUSD, with all intellectual property rights therein vested in OUSD at the time of creation. 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 AGENCY or in the hands of any subcontractor upon completion or termination of the work shall be immediately delivered to OUSD. If any materials are lost, damaged or destroyed before final delivery to OUSD, AGENCY shall replace them at its own expense and AGENCY hereby assumes all risks of loss, damage or destruction of or to such materials. AGENCY may retain a copy of all materials produced under this MOU for its use in its general business activities.

#### 10. Changes

10.1. Agency Changes. AGENCY may, at any time, by written order, make changes consistent with Section 5 Scope of Work of this MOU. If such changes cause an increase or decrease in the budgeted cost of or the time required for performance of the agreed upon work, an equitable adjustment as mutually agreed shall be made in the limit on compensation as set forth in Section 4 or in the time of required performance as set forth in Section 5.4, or both. In the event that AGENCY encounters any unanticipated conditions or contingencies that may affect the scope of work or

services and result in an adjustment in the amount of compensation specified herein, AGENCY shall so advise OUSD immediately upon notice of such condition or contingency. The written notice 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 to OUSD prior to the time that AGENCY performs work or services related to the proposed adjustment in compensation. Any and all pertinent changes shall be expressed in a written amendment to this MOU and signed by OUSD prior to AGENCY's implementation of such changes.

10.2. **Changing Legislation.** AGENCY understands that changes in Federal, or state legislation or District policy may impact funding levels, grant requirements, and responsibilities of AGENCY during an academic school year. This MOU may be amended during the 2013-14 fiscal year to reflect additional changes resulting from such legislation.

## 11. Conduct of Consultant

- 11.1. **Child Abuse and Neglect Reporting Act.** AGENCY will 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.
- 11.2. **Staff Requirements.** AGENCY will adhere to the following staff requirements for each AGENCY "agent", including employees, staff of subcontracting agencies, and volunteers. AGENCY will provide OUSD with evidence of staff qualifications, consistent with invoicing requirements outlined in Section 8.3 which include:
  - 11.2.1. **Tuberculosis Screening.** Current documentation of negative TB Test (PPD) on file for each AGENCY agent working with students.
  - 11.2.2. Fingerprinting of Agents. Current California Department of Justice (CDOJ) fingerprint clearance and FBI fingerprint clearance for each AGENCY agent working with students. AGENCY shall not permit its agents to come into contact with students until CDOJ and FBI clearance is ascertained, and AGENCY shall certify in writing to OUSD that none of its agents who may come into contact with pupils have been convicted of a violent or a serious felony. AGENCY shall further certify that it or its subcontracting agencies have received and reviewed fingerprint results for each of its agents, and Agency or its subcontracting agencies shall request and review subsequent arrest records for all agents who may come into contact with OUSD pupils in providing services to the District under this Agreement.
  - 11.2.3. **Minimum Qualifications.** AGENCY staff and agents who directly supervise students and are included in the 1:20 staff to student ratio must meet the following minimum qualifications for an instructional aide: a high school diploma or its equivalency and one of the following: (a) an AA degree; or completion of 48 semester units in college; or (b) successful completion of the Instructional Assistant exam, administered by the Alameda County Office of Education.
- 11.3. **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.

- 11.4. **Conflict of Interest.** AGENCY shall abide by and be subject to all applicable OUSD policies, regulations, statutes or other laws regarding conflict of interest. AGENCY shall not hire any officer or employee of OUSD to perform any service by this Agreement. AGENCY affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between AGENCY's family, business or financial interest and the services provided under this MOU, and in the event of change in either private interest or services under this MOU, 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.
- 11.5. **Drug-Free / Smoke Free Policy.** AGENCY understands that OUSD does not permit drugs, alcohol, and/or smoking at any time in any buildings and/or grounds on OUSD property. AGENCY agrees to adhere to this policy for its students, staff, visitors, employees and or subcontractors.
- 11.6. **Non-Discrimination.** Consistent with the policy of OUSD in connection with all work performed under Contracts, AGENCY 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. AGENCY 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, AGENCY agrees to require like compliance by all its subcontractor(s).
- 12. Indemnification. AGENCY shall indemnify, hold harmless and defend OUSD and each of its officers, officials, employees, volunteers and agents from any loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by OUSD, AGENCY 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 MOU. AGENCY's obligations under the preceding sentence shall apply jointly and severally regardless of whether OUSD 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 OUSD. If AGENCY shall require each subcontractor to indemnify, hold harmless and defend OUSD, its officers, officials, employees, volunteers or agents this MOU, AGENCY shall require each subcontractor to indemnify, hold harmless and defend OUSD, its officers, officials, employees, volunteers or agents.
- 13. **Insurance**. Throughout the life of the MOU, AGENCY 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:
  - 13.1. **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.
  - 13.2. **Worker's Compensation** insurance, as required by the California Labor Code, with not less than the statutory limits.
  - 13.3. **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 AGENCY. If any OUSD property is leased, rented or borrowed, it shall also be insured the same as real property.

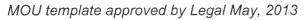
The above policies of insurance shall be written on forms acceptable to the Risk Manager of OUSD and endorsed to name the OUSD, its officers, employees, volunteers or agents, as additional insured. Said

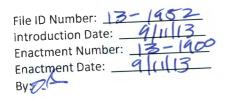
Additional Insured endorsement shall be provided to OUSD upon AGENCY's execution of this MOU and before work commence under this MOU. If at any time said policies of insurance lapse or become canceled, this MOU shall become void. The acceptance by OUSD of the above-required insurance does not serve to limit the liability or responsibility of the insurer or AGENCY to OUSD. **Exhibit H** ("Certificates of Insurance").

- 14. Litigation. [This section is intentionally deleted by the parties].
- 15. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
- 16. **Counterparts**. This MOU and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
- 17. 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

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

	OAKLAND UNIFIED SCHOOL DISTRICT	AGENCY
	President, Board of Education Date	Agency Director Signature Date
	Superintendent	Ale Francis Bignature
	D - (9/2/13	Print Name, Title
	Secretary Date Date	9
		Attachments:
	Lutur Jan kg	• Exhibit A. Attendance Reporting Schedule
مريبور الأ	Associate Superintendent Date Family, School, and Community Partnerships Dept.	<ul> <li>Exhibit B. Planning Tool/Comprehensive After School Program Budget</li> </ul>
		<ul> <li>Exhibit C. Enrollment Packet, including Early Release Waiver</li> </ul>
	Principal Date	• Exhibit D. List of Anticipated Field Trips, Off Site
		Events and Off Site Activities
	16 try	Exhibit E. Waiver for use of East Bay Regional Park     District Parking of Water (Swimming Park)
	Regional Executive Officer Date	District Bodies of Water (Swimming Pools, Lagoons, Shoreline Parks and Lakes) and Related Facilities
		Exhibit F. Invoicing and Staff Qualifications Form





- Exhibit G. Fiscal Procedures and Policies
  - Exhibit H. Certificates of Insurance
- Exhibit I. Statement of Qualifications

## Exhibit A

# ATTENDANCE REPORTING SCHEDULE

Oakland Unified School District After School Programs Attendance Reporting Schedule						
Monthly Attendance Period	Deadline to Input Attendance Data into Cityspan					
July 1 – July 31, 2013	August 10, 2013					
August 1 - August 30, 2013	September 10, 2013					
September 1-30, 2013	October 10, 2013					
October 1-30, 2013	November 10, 2013					
November 1-30, 2013	December 10, 2013					
December 1-31, 2013	January 10, 2014					
January 1-31, 2014	February 10, 2014					
February 1-28, 2014	March 10, 2014					
March 1-31, 2014	April 10, 2014					
April 1-30, 2014	May 10, 2014					
May 1-31, 2014	June 10, 2014					
June 1-30, 2014	July 10, 2014					

Exhibit B

# 21<sup>ST</sup> CCLC AFTER SCHOOL PROGRAM PLAN AND AFTER SCHOOL BUDGET PLANNING SPREADSHEET

(Template distributed separately)

# **INSERT HERE**

2013-2014 High School After School Program Budget

• 4

	HOOLS 04.2013									
Site Name			CCLC Core		C Equitable Access		mily Literacy	Program Fees (if applicable)		Other Lea Agency Fund
Site #		Resource 4214		Resource 4124			24, Program			
Average #			Lead Agency 6 %		Lead Agency		Lead Agency	and a star way in source	04080	Lead Agenc
CENTRAL	TOTAL GRANT AWARD	\$250,	000	\$25,	000	\$20	,000	\$0	\$0	\$0
	BIONAL DEVELOPMENT, CUSTODIAL									
	OUSD Indirect (5%)	\$11,905		\$1,190		\$952				
	OUSD ASPO admin, evaluation, and training/technical assistance costs	\$15,576		\$1,558		\$1,246				
	Custodial Staffing and Supplies at 3.17%	\$8,166		\$817		\$653				
-	TOTAL SITE ALLOCATION	\$214.	352	\$21,	435	\$17	.148			
CERTIFIC	ATED PERSONNEL	1014								
1120	Academic Liaison REQUIRED	\$4,000		\$0		\$0			\$0	
1120	Certificated Teacher Extended Contracts	\$13,500		\$0		\$0			\$0	
1120	Certificated Teacher - Credit Recovery - English I	\$6,000								
1120	Certificated Teachers - Enrichment	\$6,000								
	Certificated Teacher - Summer program		\$ 4,500							
	Total certificated	\$47,500	\$4,500	\$0		\$0			\$0	
CLASSIFI	ED PERSONNEL									
2205	Site Coordinator (list here, if district employee)								\$0	9
2220	SSO	\$9,500					Ward of the prospective with		\$0	
	Culture Keeper		\$9,300						\$0	
	Tutoring/21st Century skills program.		\$25,100				\$6,400		1 0	
	Americorps		\$13,500							
	Enrichment Instructors	\$0	\$12,000		\$3,200		\$2,500			
-	Total classified	\$9,500	\$61,100	\$0	\$3,200	\$0	\$8,900		\$0	\$
BENEFIT	5									
3000's	Employee Benefits for Additional Time (20% of total salaries paid as extended contracts or overtime)	\$2,700				\$0				
3000's	Employee Benefits for Salaried Employees (40%)	\$2,700			an and the second second second	\$0				
3000's	Lead Agency benefits (rate: 25 %)	7- 2.4	\$15,275		\$800		\$2,225			
	Total benefits	\$2,700	\$15,275	\$0	\$800	\$0			\$0	\$
BOOKS A	ND SUPPLIES						,			
	Supplies (OUSD only, except for Summer	04 500	187-18-1	P1 017	Price 14		23.000-13			
4310	Supplemental)	\$1,500	an a	\$1,647		\$0		-	\$0	\$
4310	Curriculum (OUSD only)	\$1,500			\$700				\$0	\$
5829	Field Trips		\$5,000		\$729				\$0	\$
4420	Equipment (OUSD only)		the strange of the strange				Ball of Aller Commission Const.		\$0	\$

2013-2014 High School After School Program Budget

	Total books and supplies		\$3,000	\$5,000	1	\$1,647	\$729	100	\$0	\$0	1	\$0	\$0
CONTRA	CTED SERVICES												
5825	Site Coordinator (list here if CBO staff)			\$40,000			\$5,000	Mark .		\$0			
5825	Family Liaison						\$5,000	15,510,000		\$5,000			
5825	Work/internship Readiness Coordinator (list here, if district employee)												
5825	Dinner Program - Events			\$6,000						_			
5825	Internship Readiness Coordinator (SUDA/Youth Action Team			\$9,000			\$4,500	2 8 4 4 4 4 2 8 4 4 4 2 8					
5825	Internship Stipends	·····································		\$22,000	Soc.								
5825													
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5825		and the second						fay and					
5825					2. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1.			W Contraction					
5825													
5825								1000 E	N				
	Total services		\$0	\$77,000		\$0	\$14,500		\$0	\$5,000	\$0	\$0	\$
N-KIND C	DIRECT SERVICES												
2												\$0	\$
		1										\$0	
					1								
-		1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1											
		100						1					
-	Total value of in-kind direct services										\$0	\$0	\$
EADAC	SENCY ADMINISTRATIVE COSTS												
LLADA	Lead Agency admin (4% max of total contracted \$)			\$5,590.79			\$559.08			\$447.26			\$
SUBTOT													
(	Subtotals DIRECT SERVICE		\$70,038	\$140,375		\$2,021	\$19,229	NUT:	\$299	\$16,125	\$0	\$0	\$
X	Subtotals Admin/Indirect		\$31,909	\$5,591		\$3,191	\$559	nØ	\$2,553	\$447	\$0		S
TOTALS													
	Total budgeted per column		\$101,948	\$145,966	A line	\$5,212	\$19,788		\$2,852	\$16,572	\$0	\$0	\$
	Total BUDGETED	99	\$247,9	13	100	\$25,00	00	97	\$19,4	24	\$0	\$0	\$0
	BALANCE remaining to allocate	14	\$2,08	Z .		<b>\$0</b>			\$57	<b>B</b>	And Sugar August Statistics	Bar Land and a stand provide for your and the second secon	A standard in the second s The second s The second s The second s The second secon
	TOTAL GRANT AWARD/ALLOCATION TO SITE	1		10		\$25.00	0		\$20,0	00	and the property is the second state of a	a Prancia de Carta de	To Hade sty sector year to go well you and the

Required Signatures for Budget Approval:

Principal: Lead Agency: C 2

funded by After School Education and	OUSD After School Programs Safety (ASES) and 21 <sup>st</sup> Century Community Learning Center (21 <sup>st</sup> CCLC) Grants
21 <sup>st</sup> C	CLC ASSETs After School Program Plan High Schools 2013 - 2014
SECTION 1: School Site Information	
School Site: Castlemont High School Principal Signature:	Date: 6/15/13 Lead Agency Signature:
	rith Community School Strategic Site Plan (CSSSP) the school's CSSSP where this after school program is identified as a high leverage
Balanced Literacy and Literacy Acros Science, Technology, Engineering, a x_ Transitions and Pathways Pre-K to x_ College, Career and Workforce	nd Mathematics (STEM)
<ul> <li>_x_Accelerating Students through Targ</li> <li>_x_Extended Learning Time</li> <li>School Culture (including Meaningful</li> <li>Health and Wellness</li> </ul>	Student Engagement)
Interrupting Chronic Absence (Attend Building Capacity and Leadership Family and Student Engagement Strategic Operational Practices	ance)

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

- 1. Students who are credit deficient will earn credits through Credit Recover and Cyber High and be on track to graduate.
- 2. The freshman class and student athletes will receive academic support through a one-stop shop model.
- 3. Students at risk of being chronically truant will be engaged in the after-school program offerings.
- 4. The after school program will connect Castlemont students to employment training and subsidized job opportunities in a career that they are interested in pursuing.

Strategic Questions/Desired Outcomes As a result of our ASP efforts	<b>Strategic Activities</b> What after school strategic activities will support the desired outcomes?	Outcomes of Strategic Activities What short-term outcomes will you expect from your efforts by the end of the school year?	Data used to assess the strategic activities What data will be collected to measure these outcomes?		
<b>High School Graduation:</b> How many more Oakland children are graduating from high school?	The after-school program will target outreach to students who are credit deficient and provide incentive to participate in the credit recovery offerings in addition to providing a daily homework assistance and tutoring services.	At least 50 students will earn at least 5 credits during the school year.	The attendance and participation of the students who are in credit recovery will be tracked in addition to the number of credits that are earned.		
Satisfactory School Day Attendance: How many more Oakland children are attending school 95% or more?	The after-school program will target outreach to the freshman class to provide a one-stop shop for students to receive mentoring and homework assistance.	75 freshman students will attend the after-school program at least 5 times.	The attendance of the freshman students will be tracked in addition to the re-enrollment of the freshman class into the 2014-15 school year.		
Job Skills/Career readiness:The after school programHow many more students have meaningful internships and/orwill engage Castlemont students into YU's youth		We will provide employment services for twenty students.	We will keep track of the number of students who receive subsidized		

paying jobs?	employment program where they receive pre- employment training and subsidized internships/work experience.		job opportunities through the YU youth employment program.
Health and Well-being: How many more Oakland children have access to, and use, the health services they need?	The after-school program will make regular efforts throughout the year to connect students to the Children's Hospital of Oakland Clinic that is on the Youth UpRising campus.	20 students from the after- school program will utilize CHO services.	The after-school participants will be surveyed regarding their use of CHO resources.

For 2013-2014, my site will operate the following program model:

**Traditional After School:** voluntary program open to all students, with enrollment priorities targeting certain students

**Extended School Day**: additional class periods added to the bell schedule during after school hours for students of a particular grade and/or all students of the school

Blended/Hybrid: combination of some extended day and some traditional after school programming

**Description and Rationale for Selection of Lead Agency** 

Describe how the selected Lead Agency partner will support the school's plans for Full Service Community School development.

Youth UpRising will communicate on a weekly basis with the Principal and the Director of Full Service Community Schools to discuss the needs of the school's plans. YU will also remain a strong member of the One Land, One People Collaborative that is a strong component of the school's plan for Full Service Community School development.

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

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

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

Required # of Program Days your program will operate during School Year 2013-2014: 180 days required\*

Projected Daily Attendance during School Year 2013-2014:

140

**Program Schedule** 

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

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

## **SECTION 6: Academics**

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

1) CAHSEE Prep 2) Credit Recovery 3) Tutoring

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

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

	Target Popula- tion	Academic Support (choose one)	CSSSP goal(s) or school need supported by activity	Measurable Outcomes	Description of program/activity	Instructional Strategies
1	Credit Deficient Students	<ul> <li>Homework Support</li> <li>Tutoring</li> <li>Skill Building</li> <li>Academic Intervention</li> <li>Credit Recovery</li> <li>CAHSEE Prep</li> <li>Other</li> </ul>	Increase in student attendance and achievement	Participating students will earn at least 5 credits over the course of the year. There will be at least 50 students who participate in credit recovery classes.	Credit recovery opportunities will be offered for students who need to make up credits.	Small group instruction
2	Student- Athletes	<ul> <li>Homework Support</li> <li>Tutoring</li> <li>Skill Building</li> <li>Academic Intervention</li> <li>Credit Recovery</li> <li>CAHSEE Prep</li> <li>Other</li> </ul>	<ul> <li>☑ Tutoring</li> <li>☑ Skill Building</li> <li>☑ Academic Intervention</li> <li>☑ Credit Recovery</li> <li>☑ CAHSEE Prep</li> </ul>	100 students will receive tutoring services at least 5 times over the course of the school year.	There will be on- going academic support through tutoring and homework assistance for student-athletes.	1-on-1 and small group instruction.
3	Freshman Students	<ul> <li>Homework Support</li> <li>Tutoring</li> <li>Skill Building</li> <li>Academic Intervention</li> </ul>	Increase in student attendance and achievement	75 freshman students will attend at least 5 days of after-school programming.	The after-school will provide a one-stop shop opportunity specifically for	Tutoring and mentoring

	Credit Recover		-	freshman students to receive mentoring, tutoring, and career services.	
Career-relating grants. Enri fields, and a students' su	ed enrichment activition chment activities show pply learning in a real ccess in school and ir	es and physical activity/ uld provide students wit , hands-on way. Enrich	recreation are required h the opportunity to de ment activities should ties often support Care	ICAL ACTIVITY / RECREAT d components of the ASES and evelop 21 <sup>st</sup> Century Skills, exploit intentionally and creatively build eer Pathways, school goals for h	21 <sup>st</sup> Century re career-related d skills that suppor
Type of Enrich- ment	Rationale	CSSSP goal(s) or school need supported by activity	Brief Description	Targeted Skills	Measurable Outcome
Art Enrichment	<ul> <li>Student Identified</li> <li>School Identified</li> <li>Parent Identified</li> <li>Other (specify)</li> </ul>	Increase student participation in student organizations and activities.	Students will learn and develop graphic art skills.	<ul> <li>Social &amp; Emotional Learning</li> <li>Leadership</li> <li>Academic (specify)</li> <li>Internships/Linked Learning</li> <li>21<sup>st</sup> Century skills</li> <li>Health and Wellness</li> <li>Other (specify) Arts Learning</li> </ul>	25 students will participate in 25 hours of art enrichment.
SUDA enrichment	<ul> <li>Student Identified</li> <li>School Identified</li> <li>Parent Identified</li> <li>Other (specify)</li> </ul>	Improve SUDA students grades/attendance	Students will have the opportunity to utilize the skills they learn in school and receive pre- employment training through their subsidized internship.	<ul> <li>Social &amp; Emotional Learning</li> <li>Leadership</li> <li>Academic (specify)</li> <li>Internships/Linked Learning</li> <li>21<sup>st</sup> Century skills</li> <li>Health and Wellness</li> <li>Other (specify)</li> </ul>	20 students will be provided with weekly employment training and subsidized STEM focused internship placements.
Film and Video Production	<ul> <li>Student Identified</li> <li>School Identified</li> <li>Parent Identified</li> <li>Other (specify)</li> </ul>	Increase student participation in student organizations and activities.	Students will gain a solid introduction and learn the basic skills in film and video production. The class will end with a final project where students can show the skills they learned throughout the program.	<ul> <li>Social &amp; Emotional Learning</li> <li>Leadership</li> <li>Academic (specify)</li> <li>Internships/Linked Learning</li> <li>21<sup>st</sup> Century skills</li> <li>Health and Wellness</li> <li>Other (specify)</li> </ul>	15 students will complete 50 hours of Film and Video Production class time and complete a final project to share at the end o the program.

5

Lyric and Script Writing	<ul> <li>Student Identified</li> <li>School Identified</li> <li>Parent Identified</li> <li>Other (specify)</li> </ul>	Increase study participation in organizations activities.	n student	Students will develop their writing and literacy skills through creating lyrics and	Social & Emotional □ Leadership ⊠Academic (specify) □Internships/Linked L	Ū	20 students will attend at least 10 classes and have a portfolio of at least
				scripts. This program works on their ELA skills as well as provides the students with an outlet to communicate and share their stories in a productive way.	<ul> <li>21<sup>st</sup> Century skills</li> <li>Health and Wellnes</li> <li>Other (specify)</li> </ul>		3 final products that were completed as a result of participation in the class.
Youth Action Team (YAT)	<ul> <li>☐ Student Identified</li> <li>☐ School Identified</li> <li>☐ Parent Identified</li> <li>⊠ Other (specify)</li> </ul>	Increase stu participation student organization activities.	n in	YAT provides students the opportunity to participate in the development, implementation and evaluation of school services. The program's focus is leadership, service, and community engagement.	<ul> <li>Social &amp; Emotional</li> <li>Leadership</li> <li>Academic (specify)</li> <li>Internships/Linked L</li> <li>21<sup>st</sup> Century skills</li> <li>Health and Wellnes</li> <li>Other (specify)</li> </ul>	.earning	10 students will meet on a weekly basis for at least 150 hours over the course of the year to develop leadership skills and complete a community action project.
After school share import should be ali including: pa opportunities Family literad goals of adul	ant information relate gned with school day arent workshops, fam b cy is a required comp t family members, co development. All hig	context to fo d to the after efforts, and ily celebration onent of all 2 nnect them to h school pro-	ster paren school an support sc ns, parent- 1 <sup>st</sup> Century presource	TERACY t involvement, connect d regular school day p hool goals for family in and-child-together ac y after school program s and services, and in fund a Parent Liaison	t families to the larger programs. After school hvolvement. A variety tivities, parent leadersh is. Family literacy serv crease their ability to s position to support fan asurable Outcome	family en of activitie ip and vo ices supp upport the nily literac Alignme	ngagement efforts as may be offered, olunteer port the educational eir student's
Financial	activity		Parents		looot 25 percente		efforts or resources
Literacy Workshop	75% or more parents and guardians a		offered t	he wil	least 25 parents I participate in the ancial literacy		

	regularly offered trainings and opportunities to actively participate in the academic and social development of their student(s).	financial literacy and more information regarding financial aid as it relates to post-secondary institutions.	workshop.	
English as a Second Language Classes		Parents will be offered the opportunity to learn English as a Second Language.	At least 10 parents will participate in weekly ESL classes.	

#### PARENT LIAISON:

Describe the anticipated duties of the Parent Liaison in your program. Also identify what supports your school site will provide the Parent Liaison, including training and materials.

The Parent Liaison will be responsible for communicating all aspects of the after school program with the families of all of the participants. This will include program schedules and calendars and providing outreach to ensure participation in the activities that are targeted for the parents of the students. The Parent Liaison will ensure that feedback and communication with the families is a strong component of the program.

#### **SECTION 9: Chronic Absence Action Plan**

Improving school day attendance for all students and reducing chronic absenteeism is one of the key OUSD strategic goals. The district goal is that all students will attend school at least 95% of the required school days or more, thereby achieving satisfactory attendance. Students who attend school 90% or less of required days are considered chronically absent. Students whose attendance falls in the "grey zone" between 90% - 95% are considered at risk of chronic absenteeism.

In partnership with the school day, after school programs can play an important role in supporting student attendance by doing things like celebrating good attendance, informing parents about the importance of attendance, uncovering what challenges students/families are facing that cause them to miss school, regularly monitoring student attendance data, contacting families to let them know their child was missed at school, etc., in addition to providing meaningful after school learning experiences that help

## keep students engaged and coming.

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

Strategies to Support Attendance	Action Steps
<ul> <li>Recruit and address the needs of students who are at risk of chronic absenteeism.</li> </ul>	We will target outreach to students who were at risk or chronic absenteeism during 2012-13 to engage them in the after-school program.
b) Inform parents about the importance of attendance and encourage parents to help each other get their students to class.	
c) Track students with poor program attendance and reach out to find out why and how attendance could be improved.	
d) Celebrate good attendance and/or offer meaningful ncentives to attract and reward students for attending our	The After-School Program will organize field trips that can be attended by program participants who have
program. SECTION 10: Transforming School Culture and Climate After school programs can play a critical role in support the helping to make schools positive, supportive places for all s	school's efforts to transform school culture and climate,
SECTION 10: Transforming School Culture and Climate After school programs can play a critical role in support the helping to make schools positive, supportive places for all s a) The following are paths that OUSD schools are taking to climate. What strategy/strategies is your school utilizing to PBIS (Positive Behavioral Interventions and Support) x Restorative Justice Social and Emotional Learning Bullying Prevention	e school's efforts to transform school culture and climate, tudents to stay engaged, be successful, and thrive. o change discipline and transform school culture and
SECTION 10: Transforming School Culture and Climate After school programs can play a critical role in support the helping to make schools positive, supportive places for all s a) The following are paths that OUSD schools are taking to climate. What strategy/strategies is your school utilizing to PBIS (Positive Behavioral Interventions and Support) Restorative Justice Social and Emotional Learning	school's efforts to transform school culture and climate, tudents to stay engaged, be successful, and thrive. In change discipline and transform school culture and transform school culture and climate?

Castlemont and YU will meet on a weekly basis to discuss the program's alignment to the school's efforts and work together to ensure a healthier school culture and climate.

c) Reducing the disproportionate suspension rates of African American students is a key priority for OUSD. Please describe any special efforts your after school program is taking to support the school engagement, social-emotional well-being, and/or academic success of African American students at your school (ie. Manhood Development circles, Ethnic Studies curriculum, recognition ceremonies for student accomplishments, Black professionals as role models or mentors, etc.):

The after school program will have a weekly Man Up and Sister Circle group that is targeted to providing socialemotional support to African American students. In addition, YU holds a GED program that is targeted to African American students who are extremely credit deficient to give them an opportunity to continue to meaningfully attend school and walk with their classmates at graduation. Lastly, YU is also the lead in facilitating the in-school suspension program that takes a restorative justice approach to working with students to improve their behavior and engage them in their learning as opposed to sending the student home.

In the Full Service Community School model, the school become come together, work together, and coordinate their efforts to mee The after school Site Coordinator or Director will actively participate in which of the following school group(s), in order to increase alignment between after school and school day efforts?	
List key community partners whom you will actively collaborate with to accomplish the goals of your program.	
List all subcontractors who will be paid to deliver after school services.	Teens on Target, East Bay Asian Youth Center
Identify other service providers and support personnel at your school (ie. school psychologist, School Based Health Center staff, counselor, mental health therapist, school nurse, parent liaison, etc.) whom you will actively collaborate with to accomplish the goals of your program.	School Counselors, Children's Hospital of Oakland (CHO)

## 2013-14 After School Enrollment Policy for \_\_\_\_\_ School

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

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

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

Target Population(s)	Specific Data to Inform Selection of Program Participants	(High School Only) Indicate if participation is <i>Optional</i> or <i>Mandatory</i> for each target population
Credit Deficient Students	Students who are credit-deficient.	Optional
Freshman Students	School drop-out rate	Optional
20 SUDA students	Enrollment in SUDA	Mandatory
Student Athletes	Team Rosters	Mandatory

## Grade levels prioritized for programming: 9th, 12th, 11th, 10th

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

## Additional Notes:

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

**Enrollment Process and Timeline:** Summarize your enrollment timeline below. Describe ongoing program outreach and recruitment efforts, beginning in Spring 2013.

Timeline	After School Enrollment Steps/Process	Individual(s) responsible
May-June	Hire Site Director; complete program planning; early outreach and recruitment for 2013-14	Susan Han
August-September	Staff Professional Development; Continue outreach and Enrollment	Susan Han and Site Director
August 26	School Assembly to promote enrollment; First Day of After School Program	Site Director
September 2	Parent Orientation	Family Liaison

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

- May June: Early outreach and recruitment for summer program and 2013-14 school year program.
- August September: New school year enrollment of students for remaining program slots.
- After school programs begin on 1<sup>st</sup> Day of school.
- Parents are notified about their student's participation in program at beginning of school year (specify date).
- All programs must maintain waitlists after program slots are filled.

#### **School Support for Program Recruitment**

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

All teachers will receive program guides that detail program offerings to encourage their students to enroll. We will also hold a school assembly in the first week of school to promote the various activities of the after-school program in addition to making regular announcements that will be made to remind students of the after-school activities for that day. Throughout the first 2 weeks of school, each program offering will have table in the courtyard during lunch to engage students to register for their program.

**Principal Signature:** Lead Agency Signature:

21st CCLC High School After School Programs 2013-2014

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

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

Principal initials	Lead Agency initials	2013 – 14 Assurances for Grant Compliance and After School Alignment with School Day
VB	SH	Site Administrator and Lead Agency Director/Site Coordinator have reviewed the CA Dept of Education's ASES and/or 21 <sup>st</sup> Century Grant Assurances, and understand mandated grant compliance elements.
B	SH	Site Administrator and Lead Agency Director have reviewed the Lead Agency After School MOU together, and agree to the requirements outlined in the MOU for the lead agency partner.
VB	SH	Site Administrator will meet regularly with Site Coordinator to ensure program is meeting identified goals.
VB	SH	Site will share student outcome data to better refine program (Attendance data, EduSoft, Report Cards, IEP's, etc).
VB	SFR	The principal and lead agency partner have reviewed and discussed the Academic Liaison/Quality Support Coach key responsibilities described on the following page. Both Principal and lead agency partner understand that this role is critical for strengthening staff practices and the quality of the after school program. Site will identify a certificated, qualified individual to serve as the program's Academic Liaison and to fulfill all responsibilities outlined in the role description.
VB	SA	Site will invite Site Coordinator and appropriate after school staff to participate in school day meetings and professional development opportunities, in order to ensure consistency in standards of teaching and learning and positive school climate.
VB	SPR	Site will invite Site Coordinator to participate on SSC, COST, SST, and CSSSP team to ensure coordination of services.
VB	St	Site will coordinate the use of facilities and site level resources in support of program goals.
VB	81	Site will provide Site Coordinator with office space that includes access to internet and phone.
VB	SK	Site Administrator will share the School Site Safety Plan with the Site Coordinator and discuss appropriate policies and procedures to ensure safety during the after school hours.

Principal Signature:

Lead Agency Signature:

21st CCLC High School After School Programs 2013-2014

## Academic Liaison/Quality Support Coach

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

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

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

## Academic Liaison/Quality Support Coaching Planning

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

- A credentialed teacher on staff who has effective skills and experiences in coaching and/or adult learning
- □ A qualified professional who is part of the school staff
- An OUSD coach connected to the school (i.e. LCI Literacy or Math coach, BTSA coach, etc.)
- □ Other individual (please specify in detail):

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

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

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

Teachers on Extended Contract for Direct Service

In addition to an Academic Liaison/Quality Support Coach, some schools choose to have teachers on extended contract to provide direct service to students after school, such as after school intervention, Credit Recovery or CAHSEE prep classes, and academic enrichment.

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

Anticipated hours/week for teacher on extended contract
4 hours/week
4hours/week
4 hours/week

Principal Signature:

Lead Agency Signature:

# After School Safety and Emergency Planning for 2013-14

After School Safety and Emergency Planning
<ul> <li>A) The Comprehensive School Site Safety Plan will incorporate the After School Program. The Principal and Site Coordinator will discuss plans and procedures for after school safety, and the Site Coordinator will have access to the Comprehensive School Site Safety Plan.</li> <li>X Yes I No</li> </ul>
If no, explain after school plans to ensure student and staff safety should an incident of violence or other crisis/emergency occur on or near the school campus during after school hours:
B) Describe the training that site will provide after school staff on safety procedures, including lockdown procedures and communication protocols for crisis response.
The Culture Keepers of the lead agency provide extensive training every other week to staff regarding safety procedures, particularly regarding crisis situations and emergency plans.
C) Principal and Site Coordinator have reviewed the OUSD After School Emergency/Crisis 1st Level Response Notification Protocol. Yes INO
Facility Keys
Will the After School Program have access to facility keys for all areas where after school programming occurs?
If no, indicate how the school campus will be secured if crisis should occur during after school hours and if lockdown is necessary:
SSO Staffing: (check one) Required for High School After School Programs
<ul> <li>Site has a school day SSO who can accommodate after school related work as part of their regular salary.</li> <li>Site will pay Extra time/Over time (ET/OT) to accommodate an after school SSO.</li> </ul>

Principal Signature:

Professional Development and Staff Wellness

21st CCLC High School After School Programs 2013-2014 **Professional Development:** After school staff should receive adequate professional development, including coaching support and trainings, in order to grow and improve their practice. Programs should utilize data from the YPQA/SAPQA youth program quality assessment tool to determine the areas of focus for professional development.

a) Programs are allowed up to three days of program closure during the school year to offer staff professional development. Please indicate which three days (if any) your program plans to close this year for PD: Friday, November 22; Friday, February 14; Friday, April 11

b) What professional development, coaching, and training supports will be provided by the lead agency partner? YU will provide youth development training and on-site coaching to staff.

c) What professional development opportunities will be provided by the school site? The school site provides a weekly professional development workshop for the teaching staff.

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

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

## **Staff Wellness**

e) Please describe ways your program will work to support staff wellness over the course of the year: The lead agency has a masseuse and acupuncturist come to the site on a weekly basis to work with staff to support their personal wellness.

Principal Signature:

Lead Agency Signature:

### Exhibit C OAKLAND UNIFIED SCHOOL DISTRICT 21 CENTURY ASSETS HIGH SCHOOL AFTER SCHOOL PROGRAMS

## PARENT PERMISSION AND STUDENT INFORMATION

			•	
Student's Name	Grad	de Dat	e of Birth	
		5 · ·		
Parent/Guardian Name (Please pri	nt) Sigr	nature	-	Today's Date
Home Address	City	Zi	0	-
Home Phone	Work F	Phone	Cell F	Phone
EME	ERGENCY CONTAC	TINFORMA	TION	
Name Does your child have health cover	Relationship age?	Yes	Phone: wor	rk/home/cell
3			+	
Name of Medical Insurance	Policy/ Insurance	# Prii	nary Insured's	s Name
			nary Insured's	
Medical History that may be of in				
Medical History that may be of in		Medicatio		
Name of Medical Insurance Medical History that may be of in List any Allergies Name of Child's Doctor I authorize After School Program may be necessary for my child dur	nportance Telephon Staff to furnish a	Medication e nd/or obtain	n Student is to	aking

After School MOU 2013-2014, page 16 of 26

## RELEASE OF LIABILITY

I understand the nature of the after school program and that participation is voluntary. I understand that the Oakland Unified School District is not responsible for loss, damage, illness, or injury to person or property as a result of participation in the after school program. I hereby release and discharge the Oakland Unified School District and its officers, employees, agents, and volunteers from any and all claims for injury, illness, death, loss or damage as a result of after school program activities.

Parent/Guardian Signature: Date

## STUDENT RELEASE

As parent/guardian, I understand that the After School Program will begin immediately after school is out and will end by 6:00 p.m.

I give the After School Program staff permission to release my child from the after school program without supervision. I understand that my high school-age child will sign himself/herself out of program, and will be released on his/her own.

I understand that my high school-age child may sign himself/herself out from the After School program and be released prior to 6:00 pm.

As parent/guardian, I hereby release and discharge the Oakland Unified School District and its officers, employees, agents and volunteers from all claims for injury, illness, death, loss or damage as a result of my child's release from the After School Program without supervision.

Parent/Guardian Signature: \_\_\_\_\_ Date \_\_\_\_\_

## PERMISSION TO EVALUATE PROGRAMS AND TRACK STUDENT PROGRESS

I give permission for the After School Program Staff to review my child's school data (test scores, report cards and other performance indices), for the purpose of providing targeted academic instruction and assessing the academic effectiveness of the After School Enrichment Program. I also give permission for After School Program staff to monitor my student's progress and to require my child to complete evaluation surveys for the purpose of determining program effectiveness.

Parent/Guardian Signature: \_\_\_\_\_ Date \_\_\_\_\_

#### PHOTO/VIDEO RELEASE

During your child's attendance in the After School Program, s/he may participate in an activity that is being photographed or videotaped; these photographs/video recordings may be used for promotional purposes.

My child \_\_\_\_\_may \_\_\_\_may not be photographed/videotaped by the After School program for promotional purposes.

I authorize the OUSD or any third party it has approved to photograph or videotape my child during After School program activities and to edit or use any photographs or recordings at the sole discretion of OUSD. I understand that I and my child shall have no legal right or interest arising from the recording, including economic interest. I also agree to release and hold harmless the OUSD and any third party it has approved from and against all claims, demands, damages, and liabilities arising out of or use of the recording.

ŀ	Parent/Guardian Signature:	Date _	

#### Exhibit D

#### SCHEDULE OF FIELD TRIPS, OFF SITE EVENTS AND OFF SITE ACTIVITIES FOR AFTER SCHOOL PROGRAM

This form should be completed	by the 1 <sup>st</sup> day of each semester	, and by the 1 <sup>st</sup> day of the sun	nmer program (if applicable).
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Contact Information:		
Site Name	Lead Agency Name	
Name of Contact Person	Email	
Telephone	Fax	· · · ·

#### The following Field Trips, Off Site Events and Off Site Activities for the After School Program will occur during:

Fall Semester – August 26, 2013 – January 30, 2014

□ Spring Semester – February 1, 2014 to June 12, 2014 to\_

Summer Program (Specify dates:

Name of Field Trip, Off Site Event, and/or Off Site Activities	Date(s)	Time(s)
	ala se dan dan menjagan se	
0. د	•	
5.0		
	~	
	de antina (na) na star e e e e e e e e e e e e e e e e e e e	
Site Coordinator Signature		Date
Lead Agency Director Signature		Date
Site Administrator Signature		Date

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#### EAST BAY REGIONAL PARK DISTRICT

#### WAIVER AND RELEASE OF LIABILITY AND INDEMNITY AGREEMENT

Waiver and Release of Liability. In consideration of being allowed to use and participate in activities at East Bay Regional Park District's facilities, including but not limited to its pools, lakes, shorelines and swimming lagoons ("Recreational Activity"), I, for myself and my spouse, my child, heirs, personal representatives, next of kin, and assigns, voluntarily agree to release, waive, discharge, and promise not to sue the East Bay Regional Park District, its officers, directors, agents, volunteers, and employees (collectively the "District") from any and all liability for any accident, illness, injury, death, wrongful death, or property damage/loss arising out of my participation in the Recreational Activity and/or use of District facilities and equipment (along with the use of transportation provided, arranged, or paid for by the District, including such transportation for medical treatment), whether occurring on or off District property, and whether caused by any negligence of the District or otherwise, excepting only to the extent caused by District's gross negligence.

Assumption of Risk. I understand that participation in the Recreational Activity and the use of District facilities, equipment, and transportation carry inherent risks that cannot be eliminated regardless of the care taken to avoid injury. These risks may result in injuries that include, but are not limited to, disease, cuts, eye injuries, blindness, broken bones, concussions, heart attacks, heat stroke, dehydration, joint or back injuries, slipping on uneven surfaces, brain injuries, drowning, paralysis, and death, as well as damage/loss of personal property. I also understand that these risks might arise for a variety of reasons, including but not limited to, actions, inaction or negligence of other parties, participants, or the District. I further understand that there may be other risks that are not known to me or reasonably foreseeable at this time. By signing below, I acknowledge that participation in the Recreational Activity and the use of District facilities, equipment, and transportation is voluntary and that I knowingly assume any and all risks, known and unknown.

Indemnity Agreement. In consideration for the District's permission to participate in the Recreational Activity. I voluntarily agree to indemnify and hold harmless the District from all claims, demands, and causes of action brought by me or anyone else as a result of my participation in the Recreational Activity and/or use of District facilities and equipment (along with the use of transportation provided, arranged, or paid for by the District, including such transportation for medical treatment), whether caused by any negligence of the District or otherwise, and agree to reimburse the District for any resulting costs, expenses, and attorneys' fees

Severability. I understand and acknowledge that this Agreement is intended to be as broad and inclusive as permitted by law. If any portion of this Agreement is deemed invalid, it is agreed that the remaining portion of the Agreement shall continue in full legal force and effect.

Minor Participants. If Participant is under 18, Participant's custodial parent or legal guardian must sign below, warranting that he or she is the Participant's custodial parent or legal guardian, and is agreeing to the terms and conditions of this Agreement, on both his or her and the Participant's behalf. Parent or legal guardian acknowledges by their signature that they are giving up the same rights for the minor as they would be giving up if they signed this Agreement on their own behalf.

I have read this Agreement and understand that I am giving up substantial rights by signing it, but do so voluntarily and intend to completely release the District from the liability described above to the greatest extent allowed by law. I also understand that this Agreement is legally binding on me and my child (if applicable), spouse, heirs, personal representatives, assigns, and next of kin.

Participant's	Name(Print)
---------------	-------------

Name of Custodial Parent or Guardian (if Participant is under 18): (Print)

Signature. Participant Signature (if over 1%) or Dusied as Parent 11.1. and an Signature

\_\_\_\_Date: \_\_

EBRPD Waiver - Swim Use Rev. 3/09

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## INVOICING AND STAFF QUALIFICATIONS FORM

## 2013-14

#### **Basic Directions**

Complete the chart below for each subcontractor and attach with Lead Agency monthly invoices.

1. Employee, agent or subcontractor name.

- 2. ATI #. This is the fingerprint clearance number assigned by the Department of Justice:
- 3. Current TB Clearance. Current means within the last 4 years. This documentation should be maintained in Lead Agency files.
- 4. IA Requirement. No Child Left Behind Law requires that any staff who directly supervise students and are included in the 20:1 student-to-adult ratio meet the IA requirement. This documentation should be maintained in Lead Agency files.

	Agency Information	
Agency Name	Agency's Contact Person	
Billing Period	Contact Phone #	

Employee, Agent, or Subcontractor Name	Current TB Clearance ATI # Documentation on File		IA Requirement Documentation on File
		Yes No	Yes No
i		Yes No	Yes No
		Yes No	Yes No
		Yes No	Yes No
		Yes No	Yes No
• .		Yes No	□Yes □No
		Yes No	□Yes □No
, ,		Yes No	Yes No



PROCEDURE FOR INVOICING

#### Oakland Unified School District Comprehensive After School Programs 2013-2014

The following procedures are required in submitting invoices that utilize 21<sup>st</sup> Century and/or ASES funding:

- All 21<sup>st</sup> Century and/or ASES invoices <u>must be submitted to the OUSD After School Programs Office</u> in order to be processed and paid. We are located at 746 Grand Ave, Lakeview Campus, Room 3..
- All invoices must be generated <u>on your organization's letterhead</u>. This applies to both agency and individual contractors.
- To maintain invoicing consistency so that all necessary information is included, please <u>use the attached invoicing format</u>. Simply cut and paste the format onto your organization's letterhead. Please utilize the sample invoice as a guide. All of the information in the top section of the invoice template MUST be completed in order to process for payment. Also, in the body of the template, a detailed breakdown of charges must be provided, including number of hours worked and hourly rate. Failure to fully complete an invoice according to these specifications may result in a delay of payment.
- ♦ All invoices should <u>cover only one calendar month</u>, i.e. the 1<sup>st</sup> through the 30<sup>th</sup> or 31<sup>st</sup>.
- <u>Contractor, Agency, Site Coordinator, and Principal signatures</u> must be secured prior to submission of invoices to the After School Programs Office. All of these signatures must be originals.
- Invoices for the month are generally <u>due in the After School Programs Office by 5:00 p.m. on the 10<sup>th</sup> of the following month</u>. This is not a steadfast rule; for example, the invoice for September 1-30<sup>th</sup> is due in our office on the 11<sup>th</sup> of October (the 10<sup>th</sup> is a Sunday). Invoices that are submitted after the due dates listed below will be processed the following monthly invoicing period.

As of now, the schedule for OUSD payments is anticipated as follows:

Invoices due to our office by 5:00 pm on:	Accounts Payable checks to be mailed on:				
August 9, 2013	August 22, 2013				
September 10, 2013	September 24, 2013				
October 10, 2013	October 24, 2013				
November 8, 2013	November 21, 2013				
December 10, 2013	December 20, 2013				
January 10, 2014	January 23, 2014				
February 10, 2014	February 25, 2014	95			
March 10, 2014	March 27, 2014				
April 10, 2014	April 24, 2014	1			
May 9, 2014	May 27, 2014				
June 10, 2014 for May invoices	June 26, 2014				
June 13, 2014 for Final Billing	TBD				

If there are any questions regarding the invoicing process, please contact our office at (510) 273-1550.

After School MOU 2013-2014, page 22 of 26



#### PROCEDURES FOR PAID INSERVICE/EXTENDED CONTRACTS AND TIME SHEETS OUSD CERTIFICATED TEACHERS 2013-2014

The following procedures are required in submitting fiscal forms for Paid Inservice/Extended Time for OUSD employees utilizing 21<sup>st</sup> Century and/or ASES funding:

#### Paying OUSD Certificated Employees (Teachers)

- Academic Liaisons should submit a Paid Inservice form and Extended Contract teachers should submit a "Request for Extended Contract" IN ADVANCE to approve all projected work to be completed, using appropriate Budget Org Key (Object Code usually -1120 or -1122)
- The FIRST submission of the Paid Inservice/Extended Contract paperwork must be accompanied by a timesheet in order to be processed by OUSD Payroll. No payment will be rendered until timesheets are submitted to our office.
- Have Employee sign Extended Contract & ALL Time Sheets
- Have Principal approve and sign Paid Inservice/Extended Contract & ALL Time Sheets
- Please be sure to submit ORIGINALS of all documents
- Please use only ONE SIDED Time Sheets
- Deliver to OUSDAfter School Programs Office All 21<sup>st</sup> Century and/or ASES Paid Inservice/Extended Contracts and Time Sheets <u>must be submitted to the OUSD After School Programs</u> <u>Office</u> in order to be processed and paid. We are located at 746 Grand Ave, Lakeview Campus, Room 3.
- Union Contract rate for teachers is \$23.16/hr.
- Union Contract rate for Academic Liaisons is \$30.12/hr.
- Once the Paid In-service form or Request for Extended Contract has been submitted and approved, only timesheets are required to be submitted for subsequent payments.

October 31, 2013 November 22, 2013 December 20, 2013 January 30, 2014 February 28, 2014 March 28, 2014	OUSD Anticipated Payroll Issue Dates ***Please note: Allow 45 days processing time for the first submission. Future submissions take approximately 2 weeks .***						
September 30, 2013	October 15, 2013						
October 31, 2013	November 15, 2013						
November 22, 2013	December 13, 2013						
December 20, 2013	January 15, 2014						
January 30, 2014	February 14, 2014						
February 28, 2014	March 14, 2014						
March 28, 2014	April 15, 2014						
April 30, 2014	May 15, 2014						
May 30, 2014	June 13, 2014						
June 12, 2014	June 30, 2014						

If there are any questions regarding these documents or procedures, please contact our office at (510) 273-1550.

After School MOU 2013-2014, page 23 of 26



#### PROCEDURES FOR EXTENDED TIME AND/OR OVERTIME FORMS (ET/OT) FOR OUSD CLASSIFIED EMPLOYEES 2013-2014

The following procedures are required in submitting fiscal forms for Extended Time and/or Overtime (ET/OT) for OUSD classified employees utilizing 21<sup>st</sup> Century and/or ASES funding:

Paying OUSD Classified Employees (SSOs, Custodians, Instructional Aides, etc.)

- Complete "Combined ET/OT/CT and Move-Up/Acting Time Report", using appropriate Budget Org Key
- Have Employee Sign Form
- Have Site Coordinator Sign Form
- Have Principal Approve and Sign Form
- All Custodial ET/OT forms must be submitted to Custodial Services at 900 High Street.
- All SSO ET/OT forms must be submitted to the SSO Office at 1011 Union St.
- Any other ET/OT forms for 21<sup>st</sup> Century and ASES classified staff must be delivered to OUSD After School Programs Office in order to be processed and paid. Please see payment schedule in chart below. Forms that are submitted after the due dates listed below will be paid on the following Payroll Issue Date. We are located at746 Grand Ave, Lakeview Campus, Room 3.
- Rate varies depending on employee's hourly rate

ET/OT Forms Due to After School Programs Office on the following anticipated dates:	OUSD Anticipated Payroll Issue Dates				
September 13, 2013	September 30, 2013				
September 30, 2013	October 15, 2013				
October 15, 2013	October 30, 2013				
October 31, 2013	November 15, 2013				
November 15, 2013	November 27, 2013				
November 22, 2013	December 13, 2013				
December 13, 2013	December 30, 2013				
December 20, 2013	January 15, 2014				
January 15, 2014	January 30, 2014				
January 30, 2014	February 14, 2014				
February 14, 2014	February 28, 2014				
February 28, 2014	March 14, 2014				
March 14, 2014	March 28, 2014				
March 28, 2014	April 15, 2014				
April 15, 2014	April 30, 2014				
April 30, 2014	May 15, 2014				
May 15, 2014	May 30, 2014				
May 30, 2014	June 13, 2014				
June 13, 2014	June 30, 2014				

If there are any questions regarding these documents and procedures, please contact our office at (510) 273-1550.

After School MOU 2013-2014, page 24 of 26

Exhibit H

CERTIFICATES OF INSURANCE AND ADDITIONAL INSURED ENDORSEMENT

# **INSERT HERE**

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NSR	TYPE OF INSURANCE	ADDL				POLICY EXP	LIMITS	8	
A	GENERAL LIABILITY	NSR	WVD	POLICY NUMBER	CHIMADOD/YYYYYY		EACH OCCURRENCE	2	1,000,00
^	X COMMERCIAL GENERAL LIABILITY			PHPK85349	05/11/2012	05/11/2013	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	100,00
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	\$	5,00
	X Professional Liability			PHPK954349	05/11/2012	05/11/2013	PERSONAL & ADV INJURY	\$	1,000,00
	X Employee Dishonesty			PHPK854349	05/11/2012	05/11/2013	GENERAL AGGREGATE	\$	3,000,00
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$	3,000,00
	X POLICY PRO- LOC						Employee Dishonesty	\$	50,00
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,00
	X ANY AUTO			PHPK854349	05/11/2012	05/11/2013	BODILY INJURY (Per person)	\$	
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					_			\$	
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	ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A			1		E.L. EACH ACCIDENT	\$	•
	(Mandatory In NH) If yes, describe under		1.1				E.L. DISEASE - EA EMPLOYEE		
-	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$	
A	Directors & Officers Liability			PHD8727349	05/11/2012	05/11/2013	\$1,000,000/\$2,000,000		
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The ACORD name and logo are registered marks of ACORD

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POLICY NUMBER: PHPK85349

COMMERCIAL GENERAL LIABILITY

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

## ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – (FORM B)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

#### SCHEDULE

Name of Person or Organization:

# **Oakland United School District**

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

WHO IS AN INSURED (Section II is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

CG 20 10 11 85

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Page 1 of 1

Exhibit I

STATEMENT OF QUALIFICATIONS

# **INSERT HERE**

After School MOU 2013-2014, page 26 of 26



## About Youth UpRising

Our mission is to transform East Oakland into a healthy and economically robust community by developing the leadership of youth and young adults and improving the systems that impact them.

Located in the heart of East Oakland, YU transforms young people by increasing the physical and mental wellbeing, community connection, educational attainment, and career achievement among youth members while transforming the systems and community through policy and community economic development.

### More About Youth UpRising

Living in East Oakland can take 10 years off your life. We've got to transform the community, and we owe it to the young people to start with them. We work with young people who are at risk -- murder is the number one cause of death among our clients. And our young people struggle to navigate the barriers thrown up by years of disinvestment in our community and a system that funnels them down a school to prison pipeline. Youth UpRising recognizes that young people are the key that will unlock our community's future. Youth UpRising changes how these systems label and treat young people, so that those labeled as problems are instead recognized as opportunities. Every year, Youth UpRising moves 2,000 young people towards stability, self-sufficiency, self leadership, and community leadership. Through career & education, health & wellness, arts & expression and civic engagement programming, Youth UpRising grows the leaders we need to transform East Oakland into a healthy, economically robust community.

...But delivering services is not our only goal.

Youth UpRising (YU) envisions a healthy and economically robust East Oakland powered by the leadership of youth and young adults as well as improvements in systems and environments that impact them. Our primary focus is building a systems change and community economic development platform that supports and strengthens our personal transformation work.

Our goal is for people to get jobs, become economically viable and to stay here to raise their families. -Olis Simmons

# MEMORANDUM OF UNDERSTANDING ROUTING FORM 2013-2014

#### **Basic Directions**

Services cannot be provided until the MOU is fully approved and a Purchase Order has been issued.

- 1. Contractor and OUSD Administrator reach agreement about scope of work and compensation.
- 2. Contractor and OUSD Administrator agreed upon terms are reflected in the Memorandum of Understanding.
- 3. OUSD Administrator verifies contractor does not appear on the Excluded Parties List.
- 4. OUSD contract originator creates the requisition on IFAS.

OAKLAND UNIFIED

5. Within 2 weeks of creating the requisition, the OUSD Administrator submits completed MOU packet to Legal for approval.

Agency Name	Youth Uprising		Agency's Contact Person	Olis Simmons		
Street Address	8711 Ma	cArthur Blvd.	Title	Executive Director		
City	Oakland		akland Telephone	(510) 777-9909		
State	CA	Zip Code 94605	Email	plis@youthuprising.org		
OUSD Vendor Number		V055842		2		
Attachments	State Prog	f of general liability and workers' ment of qualifications ram Planning Tool and Budget out showing this vendor does no		Parties List. (www.sam.gov/portal/public/Sam/)		

	Co	mpensat	ion and Terms – <i>M</i>	lust be within OU	SD Billing Gu	iidelines		and makers	
Anticipated Start Date	07/01/:	2013	Date work will end	08/31/2014	Total Contr Grant: \$18	ract Amount \$182,326.00		.00	
			Budge	t Information		and a second and a s			
Resource #	Resource Name		Org K	ey#	Object Code			Req. #	
4124	21st CCLC	C-Core	301186	35401	5825	\$145,966.00	R040	01887	
4124	21st CCLC-EqAccess		301186	67401	5825	\$19,788.00 R040		01888	
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all and a state			OUSD Contract	Originator Informa	ation		3 ALTERNA	All an and a	
Name of OUSD C	Name of OUSD Contact		Vinnie Blye Email			Vinnie.Blye@ousd.k12.c			
Telephone		(!	510) 639-1466	Fax		(510) 639-4271			
Site/Dept. Name	301 301/Cas		stlemont High Schoo	Enrollment Gra	des	9th th	9th through 12		
Approval and Routing (in order of approval steps)									
Services cannot be provided before the MOU is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.									
OUSD Admir	nistrator verifies	that this ve	endor do <mark>e</mark> s not appear	on the Excluded P	arties List (htt	ps://www.sam.go	v.portal/p	oublic/SAM/)	
Please sign under th	ne appropriate col	umn.	ſ	Approved		Denied – Reason		Date	
1. Site Administra	tor		12ki	- Blen				3/4/13	
2. Oakland After S	School Program	s Office	1	all				1.1	
3. Network or Exe	ecutive Officer		1h	Jake	-				
4. Cabinet (CAO, CCO, CFO, CSO, Asst Sup)		p) Maria	Santas				81613		
5. Board of Education or Superintendent			Six MI				3 - 4	8/20/13	
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