

Board Office Use: Legislative File Info.	
File ID Number	12-1724
Introduction Date	6-27-12
Enactment Number	12-1675
Enactment Date	6/27/12



**OAKLAND UNIFIED  
SCHOOL DISTRICT**

*Community Schools, Thriving Students*

# Memo

**To** The Board of Education

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

**Board Meeting Date**  
*(To be completed by Procurement)* June 27, 2012

**Subject** Memorandum of Understanding Amendment - 1  
Alternatives In Action Alameda CA (contractor, City State)  
335/Life Academy of Health and Bioscience (site/department)

**Action Requested** Approval of the Amendment to the Memorandum of Understanding between Oakland Unified School District and Alternatives In Action. Services to be primarily provided to 335/Life Academy of Health and Bioscience for the period of July 1, 2011 through August 15, 2012.

**Background**  
*A one paragraph explanation of why an amendment is needed.*  
 On June 1, 2012, Life Academy lost a student to gun violence. As the school community enters the summer months, the SSC, administration, and teachers want to be sure to provide the social emotional support to the students that have been traumatized by this event. The students that are at the highest risk for PTSD and other trauma related conditions will participate in a leadership program designed to support the transitioning 6th and 9th grade students. As a key element of the program, the leadership team will meet, reflect and process the trauma that they have endured over the past year. This is the third homicide to impact our community over the past year and Alternatives in Action is the agency that is best positioned to support our students over the summer.

**Discussion**  
*One paragraph summary of the amended scope of work.*  
 Approval by the Board of Education of Amendment No. 1 of the Memorandum of Understanding between District and Alternatives in Action, Alameda, CA, for the latter to provide a summer learning program for social emotional support, leadership training, and grief circles at Life Academy of Health and Bioscience for the new contract period of July 1, 2011 through August 15, 2012, in the amount of \$16,000.00, increasing the agreement from \$110,041.00 to a not to exceed amount of \$126,041.00. All other terms remain in full force and effect.

**Recommendation** Approval of the Amendment to the Memorandum of Understanding between Oakland Unified School District and Alternatives In Action. Services to be primarily provided to 335/Life Academy of Health and Bioscience for the period of July 1, 2011 through August 15, 2012.

**Fiscal Impact** Funding resource name (please spell out) Summer Intervention-Instruction not to exceed \$16000

**Attachments**

- MOU Amendment
- Copy of original MOU

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**OAKLAND UNIFIED SCHOOL DISTRICT**

Community Schools, Thriving Students

**AMENDMENT NO. 1  
TO PROFESSIONAL SERVICES CONTRACT**

This Amendment is entered into between the Oakland Unified School District (OUSD) and Alternatives in Action (CONTRACTOR). OUSD entered into an Agreement with CONTRACTOR for services on July 1, 2011, and the parties agree to amend that Agreement as follows:

1. **Services:**     The scope of work is unchanged.                       The scope of work has changed.  
**If the scope of work has changed:** Provide brief description of revised scope of work including a measurable description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary.  
 Revised scope of work attached. OR, The CONTRACTOR agrees to provide the following amended services:  
 Alternatives in Action will provide a project manager, student coaches, and an additional support staff to work with our youth during the month of July. This program will complement the current summer offerings at Life Academy. The summer leadership program for youth experiencing trauma will: 1) provide grief circles for traumatized youth 2) Provide a 4 week leadership program for 6th and 9th grade students that are new to the school. 3) Build on the Season of Peacebuilding that was conducted by Life Academy students this year to address some of the ongoing violence that impacts Oakland Youth. 4) Provide social emotional and academic intervention for our at-risk youth.

2. **Terms (duration):**     The term of the contract is unchanged.                       The term of the contract has changed.  
**If the term has changed:** The contract term is extended by an additional 8 weeks (days/weeks/months), and the amended expiration date is 08/15/2012.

3. **Compensation:**     The contract price is unchanged.                       The contract price has changed.  
**If the compensation has changed:** The contract price is amended by  
 Increase of \$ 16,000.00 to original contract amount  
 Decrease of \$ \_\_\_\_\_ to original contract amount  
 and the new contract total is one hundred twenty six thousand forty one dollars (\$ 126,041.00 )

4. **Remaining Provisions:** All other provisions of the Agreement, and prior Amendment(s) if any, shall remain unchanged and in full force and effect as originally stated.

5. **Amendment History:**  
 There are no previous amendments to this Agreement.     This contract has previously been amended as follows:

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

6. **Approval:** This Agreement is not effective and no payment shall be made to Contractor until it is approved. Approval requires signature by the State Administrator, the Board of Education, and/or the Interim Superintendent as their designee.

OAKLAND UNIFIED SCHOOL DISTRICT

Jody London  
 President, Board of Education  
 Superintendent or Designee

Edgar Rakestraw, Jr.  
 Edgar Rakestraw, Jr., Secretary  
 Board of Education

6/28/12  
 Date

6/28/12  
 Date

CONTRACTOR

Patricia Munillo  
 Contractor Signature

Executive Director  
 Print Name, Title

Patricia Munillo

6-12-12  
 Date

**EXHIBIT "A" Scope of Work****DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR**

CONTRACTOR's entire Proposal is not made part of this Agreement. [IF A CONTRACTOR PROVIDES AN ACCEPTABLE DESCRIPTION OF SERVICES AS PART OF A PROPOSAL, THAT DESCRIPTION OF SERVICES CAN BE ATTACHED WITHOUT ANY TERMS, CONDITIONS, LIMITATIONS, ETC., FROM THAT PROPOSAL.]

**Summary for Board Memo and Board Agenda** – Must accurately align with scope of work below. Approval by the Board of Education of Amendment No. 1 of the Memorandum of Understanding between District and Alternatives in Action, Alameda, CA, for the latter to provide a summer learning program for social emotional support, leadership training, and grief circles at Life Academy of Health and Bioscience for the new contract period of July 1, 2011 through August 15, 2012, in the amount of \$16,000.00, increasing the agreement from \$110,041.00 to a not to exceed amount of \$126,041.00. All other terms remain in full force and effect.

**SCOPE OF WORK**

Alternatives in Action \_\_\_\_\_ will provide a maximum of 320 hours of services at a rate of \$50 per hour for a total not to exceed \$16000. Services are anticipated to begin on July 1, 2011 and end on August 15, 2012.

1. **Description of Services to be Provided:** Provide a description of the service(s) the contractor will provide. Be specific about what service(s) OUSD is purchasing and what *this* Contractor will do.  
Alternatives in Action will provide a project manager, student coaches, and an additional support staff to work with our youth during the month of July. This program will complement the current summer offerings at Life Academy. The summer leadership program for youth experiencing trauma will: 1) provide grief circles for traumatized youth 2) Provide a 4 week leadership program for 6th and 9th grade students that are new to the school. 3) Build on the Season of Peacebuilding that was conducted by Life Academy students this year to address some of the ongoing violence that impacts Oakland Youth. 4) Provide social emotional and academic intervention for our at-risk youth.
  
2. **Specific Outcomes:** What are the expected outcomes from the services of this Contract? Be specific. For example, as a result of the service(s): 1) How many more Oakland children are graduating from high school? 2) How many more Oakland children are attending school 95% or more? 3) How many more students have meaningful internships and/or paying jobs? 4) How many more Oakland children have access to, and use, the health services they need? Provide details of program participation (Students will...) and measurable outcomes (Participants will be able to...). **NOT THE GOALS OF THE SITE OR DEPARTMENT.** Alternatives In Action will provide a summer learning program for social emotional support, leadership training, and grief circles at Life Academy of Health and Bioscience.

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

- |   |   |
|---|---|
| <input type="checkbox"/> Ensure a high quality instructional core                 | <input checked="" type="checkbox"/> Prepare students for success in college and careers |
| <input checked="" type="checkbox"/> Develop social, emotional and physical health | <input checked="" type="checkbox"/> Safe, healthy and supportive schools                |
| <input type="checkbox"/> Create equitable opportunities for learning              | <input type="checkbox"/> Accountable for quality  |
| <input type="checkbox"/> High quality and effective instruction                   | <input checked="" type="checkbox"/> Full service community district                     |

**4. Alignment with Single Plan for Student Achievement (required if using State or Federal Funds)**

Please select:

- Action Item included in Board Approved SPSA (no additional documentation required)** – Action Item Number: \_\_\_\_\_
  - Action Item added as modification to Board Approved SPSA** – Submit the following documents to the Resource Manager either electronically via email of scanned documents, fax or drop off.
    1. Relevant page of SPSA with action item highlighted. Page must include header with the word “Modified”, modification date, school site name, both principal and school site council chair initials and date.
    2. Meeting announcement for meeting in which the SPSA modification was approved.
    3. Minutes for meeting in which the SPSA modification was approved indicating approval of the modification.
    4. Sign-in sheet for meeting in which the SPSA modification was approved.
-



Date: March 23, 2012

Time: 9:00

Location: Life Academy-Room 104

Attendance: 7 members are needed for a quorum.

Parent Representatives		Student Representatives		Teachers		Admin/Classified	
A	Terry Gray-Chair	X	Ashley Hunter-Vice	X	Kimberly Young	X	Alicia Garibaldi
X	M. Soto	X	Juvelyn Macarag (S)	X	Emily Rigotti	X	Preston Thomas
X	M. Mendoza	X	Raba Sbeih	A	Renee Marcy		
				X	Claire Crossett		

- I. Call to Order –Roll Call of SSC Members
- II. Approval of Minutes: Minutes from the Previous Meeting were approved 8-0
- III. Reports (30 minutes)
  - a. The SSC discussed the new CSSSP. The parents had many concerns about the allocation for the funds of Read180. The parents cited that many charter schools are working hard to make sure that the skills are higher. The parents wanted to make sure that the school allocated resources to the middle school to make sure that students were more successful when they reached high school. The principal noted that the district expenditures for a Literacy specialist were not part of our CSSSP budget but there was a current request that was placed with Sarah Breed at the district.
  - b. In addition, the parents had general concerns about the administrative staffing formula for middle school. They did not feel that it was realistic for the current staff to manage all
- IV. Action Items: (10 minutes)
  - a. The SSC voted 8-0 to approve the CSSSP and all the elements of the plan.
  - b. The parents also approved the previous Home Parent Contact.
- V. Direction on Spending Categorical Funds
  - a. The SSC approved the following redirection of categorical funds. It was explained by the principal that some of the anticipated costs were covered by other budget categories (Wright Institute Contract and Yosemite National Park).
  - b. **The SSC dedicated \$25,000 to be directed to Summer Intervention program to support incoming 6<sup>th</sup> grade students and 9<sup>th</sup> grade students. The SSC voted to work with AIA to build on the leadership model through the summer. Any remaining balances are to be directed toward technology purchases (laptops, projects, printers, and document Cameras)**
    - i. Vote: 8-0
  - c. The SSC approved the transfer of funds to support parent engagement by providing food at the planning meetings. The amounts are included below. In addition, the SSC directed \$2000 of EIA instruction for the purchase of new-leveled books. In addition, the SSC allocated funds for supplies. Amounts are noted below. Vote 8-0

d.

Budget Category	Org. Key	Move To	Total Value	Reason
Title 1	3354850101	4397	\$26,000.00	Summer School Program
Title 1 - Parent Involvement	3354854201	4311	\$165.00	Food for Parent Engagement of Title 1
Title 1 - Parent Involvement	3354854201	4311	\$264.00	Food for Parent Engagement of Title 2
Title 1 - Parent Involvement	3354854201	4311	\$500.00	Food for Parent Engagement of Title 3
EIA-Instruction	3354859101	4200	\$2,000.00	Supplies Needed for Leveled Reading Books
EIA-Instruction	3354859101	4310	\$1,726.88	Supplies Need to support final projects
EIA-Instruction	3354859101	4310	\$1,313.00	Supplies Need to support final projects

VI. Agenda Setting Next Meeting

- a. Next SSC was scheduled for April 26, 2012. It was also noted that the meeting would not reach quorum due to the 9<sup>th</sup> grade trip.

VII. Adjournment The meeting was adjourned at 10:43.

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**Next Meeting:**

Submitted by: Raba Sbeih

# School Site Council Meeting

## Sign-In

School Life Academy

Date 3/23/12

Printed Name	Signature	Staff	Parent or Community	Student
Reshma Thomas	<i>[Signature]</i>	✓		
Marina Mendoza	Marina Mendoza		✓	
Kimberly Young	<i>[Signature]</i>	✓		
Walter Cossatti	<i>[Signature]</i>	✓		
Debra Smith	Debra Smith			✓
Abby Hunter	Abby Hunter			✓
Margaret Lopez	Margaret Lopez		✓	
Emily Esottti	<i>[Signature]</i>	✓		
Jocelyn Macarag	<i>[Signature]</i>			✓
Alvin Lombardi	Alvin Lombardi	X		





State and Federal Compliance

SECTIONS 4 & 5: Academic and School Climate Action Plan

2011-2012  
SPSA Revision  
Worksheet

School Name: Life Academy	School Site #: 335	SSC Chairperson's Initials: <i>AAH</i>	Principal's Initials: <i>[Signature]</i>	Date APPROVED by SSC: 23-Mar-12
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Item#	Tracking# Retrive From Your Previous SPSA	Priority Area	Critical Practice	Supporting Activities	Student Group Impacted	Measure of Success	Resource No.	Resource Name	Object Code	Object Name	Position Code	FTE	Budget Amount
1	2011-325-GR0.101-3	Organization al Practices	Provide mental health support students through the Wright Institute	1 Provide comprehensive collaborative counselling services to our students to deal with mental health issues that impart overall student health and academie perm...Psis As measured 149" • Reduce the number of students referred to SST and Increase overall	All students	Use Your Voice Survey	4850	Title 1	5825	Consultants			<del>\$ 12,000</del>
2		Organization al Practices	Carry Over	Carry Over	All students	none	4850	Title 1	4397				<del>\$ 13,995</del>

**Search Results Excluded By  
Firm, Entity, or Vessel : Alternative In Action  
as of 13-Jun-2012 8:01 PM EDT**

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**Your search returned no results.**

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Enactment Number	11-1530
Enactment Date	8-24-11 <i>MS</i>



OAKLAND UNIFIED  
SCHOOL DISTRICT

Community Schools, Thriving Students

# Memo

**To** Board of Education

**From** Tony Smith, Ph.D., Superintendent  
By: Maria Santos, Deputy Superintendent, Instruction, Leadership & Equity-in-Action *MS*  
Vernon Hal, Deputy Superintendent, Business & Operations

**Board Meeting Date**  
(To be completed by Procurement) August 24, 2011

**Subject** Memorandum of Understanding - Alternatives In Action (contractor) - 335/Life Academy (site/department)

**Action Requested** Approval of Memorandum of Understanding between Oakland Unified School District and Alternatives In Action. Services to be primarily provided to Life Academy for the period of July 1, 2011 through June 30, 2012.

**Background**  
*A one paragraph explanation of why the consultant's services are needed.*

The general purpose of the 21<sup>st</sup> 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<sup>st</sup> 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 Alternatives In Action, Alameda, 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 Life Academy's comprehensive After School Program in the capacity of the 21<sup>st</sup> Century High School After School Safety and Enrichment for Teens (ASSETs) Grant for the period of July 1, 2011 through June 30, 2012, in an amount not to exceed \$110,041.00.

**Recommendation** Approval of Memorandum of Understanding between Oakland Unified School District and Alternatives In Action. Services to be primarily provided to 335/Life Academy for the period of July 1, 2011 through June 30, 2012.

**Fiscal Impact** Funding resource name (please spell out) 4124/21st Century High School After School Safety and Enrichment for Teens (ASSETs) Grant:  
\$76,902.00 - Core, \$16,277.00 Equitable Access, and \$16,862.00 Family Literacy funding for a total amount not to exceed \$110,041.00.

**Attachments**

- Memorandum of Understanding
- Certificate of Insurance
- Scope of Work
- Statement of qualifications

**Memorandum of Understanding 2011-2012**  
**Between Oakland Unified School District and Alternatives In Action**

1. **Intent** This Memorandum of Understanding (hereinafter "MOU") establishes the Oakland Unified School District's (hereinafter "OUSD") intent to contract with the Alternatives In Action (hereinafter "AGENCY") to serve as the lead agency to provide after-school educational programs and to serve a sufficient number of students and run services for a sufficient number of days to earn the core grant allocation of funding at 335/Life Academy under the following federal, state, and local grants:
  - California Department of Education ("CDE") 21<sup>st</sup> Century High School ASSETS Program ("ASSETS Core Grant")
  - California Department of Education ("CDE") 21<sup>st</sup> Century Direct Access Grant ("Direct Access")
  - California Department of Education ("CDE") 21<sup>st</sup> Century Family Literacy Grant ("Family Literacy")
2. **Term of MOU.** The term of this MOU shall be July 1, 2011 to June 30, 2012 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 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 335/Life Academy is \$110,041.00. AGENCY shall be entitled to compensation from these funds in accordance with the following terms and conditions:
  - 4.1. **Total Compensation.** 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.
  - 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 ASSETS 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 2011-2012")
    - 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.** AGENCY understands and agrees that the reconciliation process for positive attendance based grants will include OUSD's withholding of administrative charges, as outlined in section 4.3, from any grant amounts earned through attendance.
- 4.3. OUSD Administrative Fees.** OUSD shall charge and withhold a 13% administrative fee from the 21st Century ASSETS Core Grant, Family Literacy, and Direct Access grant.
- 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 ASSETS Core Grant, Family Literacy, and Direct Access grants within the grant-mandated allowable 15% for total indirect/administrative costs. The agency administrative fees charged to the ASSETS Core, Family Literacy, and Direct Access grants 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 ASEP and 21<sup>st</sup> CCLC programs. Indirect costs consist of expenditures for administrative activities that are necessary for the general operation of the agency, but that cannot be tied to the 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 2011-2012 and will not exceed \$110,041.00 in accordance with Exhibit B. Exhibit B ("21<sup>st</sup> Century ASSETS Planning Tool/Comprehensive After School Program Budget for AGENCY 2011-12").
- 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 NAME, shall in no way lessen the liability of AGENCY NAME 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.
- 4.7. Program Fees.** The intent of the ASEP and 21<sup>st</sup> CCLC programs is to establish local programs 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 because of 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 335/Life Academy, and will be responsible for operations and management of the ASSETS Core Grant, Family Literacy, and Direct Access grants contracted to AGENCY by OUSD for fiscal year 2011-2012. 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 programs, and ensures that school site objectives are met.

**5.1.1. Alignment with Single Plan for Student Achievement (SPSA).** AGENCY will ensure that the after school program aligns with OUSD and 335/Life Academy and objectives to ensure the success of students as articulated in the School's Single Plan for Student Achievement (SPSA). 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 facilitating collaboration with other service providers. AGENCY NAME must ensure compliance with 21<sup>st</sup> Century ASSETS Core Grant, 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 335/Life Academy, 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 21<sup>st</sup> 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 2011 – 2012 school year.

**5.4.2.1. Attendance Targets.** AGENCY will operate the program for a sufficient number of days during the 2011 – 2012 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 2011-12 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 335/Life Academy High School. 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 335/Life Academy High School 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 335/Life Academy High School 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.** AGENCY agrees that the staff to youth ratio will 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. These reports include, but are not limited to:

**5.5.1. Accountability Reports.** AGENCY shall provide OUSD with the following set of program accountability reports:

Alternatives In Action - 335/Life Academy  
High School After School MOU 2011-2012, page 4 of 27

- Financial reports
- Activity reports
- Outcomes reports: behavioral and academic

**5.5.2. Attendance Reports.** AGENCY shall provide OUSD with attendance reports using the OUSD/OFCY attendance systems and maintain required attendance records utilizing the OUSD/OFCY attendance systems, including completion of mandatory monthly reports.

**5.5.3. Use of Enrollment Packet.** AGENCY will use OUSD Oakland SUCCESS After School Program Parent Permission and Student Information enrollment packet, including early release waiver, for all after school participants. (Exhibit C) AGENCY will seek the OUSD After School Programs Office approval for any modifications to the OUSD enrollment packet, in advance of distribution.

**5.6. Maintain Clean, Safe and Secure Environment.** AGENCY shall maintain 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 shall participate in meetings facilitated by the OUSD After School Programs Office to address program quality, program improvements, 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 335/Life Academy
- 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 MOU.

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

- AGENCY will 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 (**Exhibit D**)
- AGENCY hereby certifies that after school 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 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 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 (eg 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 Program Coordinator and lead trip staff are satisfied that all chaperones are willing and able to perform required duties, 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 coordinator or AGENCY executive director. Before the trip, 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 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 participants provided that: (A) parent/guardians' written permission has been obtained in advance; (B) After School 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 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; and (I) students receive instruction in safe conduct on bus or other transport; and (J) drivers shall receive safety and emergency instructions and information which shall be kept in their vehicle, including health 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 made available 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 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.

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**6.11.6. Vendor Proof of Insurance:** After school 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 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 (attached as 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 understands that OUSD is responsible for fiduciary and programmatic oversight for the expenditure of the 21st Century ASSETS Core Grant, Direct Access, and Family Literacy grant funds contracted to AGENCY by OUSD for fiscal year 2011-2012. 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, Direct Access, and Family Literacy 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 ASSETS Core Grant, Direct Access, or Family Literacy 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). For services rendered related to the 21st Century ASSETS Core Grant, Direct Access, and Family Literacy grants, OUSD shall pay AGENCY, on a monthly basis, for appropriately documented expenses related to the 21 Century ASSETS Core Grant, Direct Access, and Family Literacy grants, with a cumulative total for 2011-12 not to exceed \$110,041.00 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 Oakland SUCCESS 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 established deadlines in this section of the MOU and invoices are submitted in accordance with the requirements set forth herein.

**8.5. Submission of Invoices for 21<sup>st</sup> Century ASSETS Grants.** For services rendered related to the 21st Century ASSETS grants, OUSD shall pay AGENCY, on a monthly basis, for appropriately documented expenses related to the 21ST Century ASSETS grant, with a cumulative total for 2011-12 not to exceed \$110,041.00 in accordance with the attached Exhibits to this MOU. 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 as set forth in this section and the accompanying Exhibits.

**9. Ownership of Documents.** Pursuant to California law, AGENCY will maintain program and fiscal documentation 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 2011-12 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 NAME will adhere to the following staff requirements for each AGENCY NAME agent, including employees, staff of subcontracting agencies, and volunteers. AGENCY NAME 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. Background Check.** Current California Department of Justice (CDOJ) fingerprint clearance and FBI fingerprint clearance for each AGENCY agent working with students. AGENCY will not permit its agents to come into contact with students until CDOJ and FBI clearance is ascertained, and AGENCY will 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.

**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: an AA degree; or completion of 48 semester units in college; or 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. 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 Agreement, and in the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to OUSD's attention in writing.

- 11.5. Drug-Free / Smoke Free Policy.** AGENCY understands that OUSD does not permit No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, AGENCY, or subcontractors are to use drugs on these sites

- 11.6. Anti-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 should subcontract all or any portion of the work or activities to be performed under this MOU, AGENCY shall require each subcontractor to indemnify, hold harmless and defend OUSD, its officers, officials, employees, volunteers or agents in accordance with the terms of the proceeding paragraph.
- 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. Workers' 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.

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

OAKLAND UNIFIED SCHOOL DISTRICT

[Signature] 8/25/11  
Date

- President, Board of Education
- State Administrator
- Superintendent

[Signature] 8/25/11  
Date  
Secretary,  
Board of Education

[Signature] 8-3-11  
Date  
Executive Officer  
Complementary Learning

[Signature] 7/25/11  
Date  
Principal

[Signature] 8-3-11  
Date  
Network Executive Officer

AGENCY

[Signature] 7/18/11  
Date  
Agency Director Signature

Patricia Murillo, Executive Director  
Print Name, Title

Attachments:

- Exhibit A. Attendance Reporting Schedule
- Exhibit B. Planning Tool/Comprehensive After School Program Budget
- Exhibit C. Enrollment Packet, including Early Release Waiver
- Exhibit D. List of Anticipated Field Trips, Off Site Events and Off Site Activities
- Exhibit E. Waiver for use of East Bay Regional Park 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

MOU template approved by Legal April 2011.

[Signature]  
OAKLAND UNIFIED SCHOOL DISTRICT  
Office of the General Counsel  
1025 - 2nd AVENUE - ROOM 406  
OAKLAND, CA 94606

File ID Number: 11-2054  
Introduction Date: 8-24-11  
Enactment Number: 11-530  
Enactment Date: 8-24-11  
Rv: [Signature]

Exhibit A

Attendance Reporting Schedule

<b>Oakland Unified School District After School Programs Attendance Reporting Schedule</b>	
<b>Monthly Attendance Period</b>	<b>Deadline to Input Attendance Data into Cityspan</b>
July 1 – August 30, 2011	September 6, 2011
September 1-30, 2011	October 3, 2011
October 1-30, 2011	November 7, 2011
November 1-30, 2011	December 5, 2011
December 1-31, 2011	January 2, 2012
January 1-31, 2012	February 6, 2012
February 1-28, 2012	March 5, 2012
March 1-31, 2012	April 2, 2012
April 1-30, 2012	May 7, 2012
May 1-31, 2012	June 4, 2012
June 1-30, 2012	June 30, 2012

### OUSD Strategic Questions: After School Outcomes/Impact

With the new OUSD Strategic Plan, all partners will be expected to align with the district's four key outcomes for students. Please work collaboratively with school leadership to complete the table below with specific information about how your after school program will support one or more of the desired outcomes listed below.

School: Life Academy Lead Agency Partner: Alternatives in Action

<b>Strategic Questions &amp; Desired Outcomes</b>	<b>Activities: What after school program activities will support the desired outcomes?</b>	<b>Metrics: How will the program measure its efforts to support the desired outcomes?</b>
High School Graduation: How many more Oakland children are graduating from high school?		
School Day Attendance: How many more Oakland children are attending school 95% or more?		
<p>Job Skills/Career readiness: How many more students have meaningful internships and/or paying jobs?</p> <p>125 youth will be placed in community internships (110) and/or have paid Youth Coach positions (15)</p>	<p>1. Provide Internship and job shadow opportunities for all 11th and 12th graders.</p> <ul style="list-style-type: none"> <li>• Alternatives in Action and Life Academy will utilize outside businesses and community groups to provide/monitor job experience and skill building opportunities to students.</li> <li>• Juniors &amp; Seniors will undergo an intensive internship "bootcamp" to prepare them for placement and participate in Internship Fairs to secure placement opportunities and provide job</li> </ul>	<p>1.1 Number of Juniors &amp; Seniors completing internship requirements Outcome: 95% completion of internships</p> <p>1.2 Number of participants completing bootcamp &amp; internship fair Outcome: 100% of participants will complete bootcamp and</p>

	<p>skills</p> <ul style="list-style-type: none"> <li>• Each Senior will be required to complete a capstone project and Senior Defense Presentation based on their internship experience</li> </ul> <p>2. Provide expanded leadership opportunities for students through paid positions as Youth Coaches that co-facilitate after school program activities.</p> <ul style="list-style-type: none"> <li>• Youth Coach candidates will participate in an intensive summer training program</li> <li>• Youth Coach candidates will undergo an application and interview process to be selected</li> <li>• 15 Youth Coaches will co-facilitate afterschool program activities in collaboration with Adult Coache</li> </ul>	<p>internship fair requirement</p> <p>1.3 Number of Seniors completing capstone &amp; defense. Outcome: 80% of seniors will pass their Senior Defense presentation</p> <p>2.1 15 youth coaches will receive training and development in order to meet Youth Coach job requirements Outcome: 80% of Youth Coaches will complete the year in their role with favorable evaluations by Adult Coach/Site Director</p>
<p>Health Services: How many more Oakland children have access to, and use, the health services they need?</p> <p>250 youth will have increased access to on-site health services and increase awareness of health education topics.</p>	<ol style="list-style-type: none"> <li>1. Provide a peer health education program in collaboration with Native American Health Center</li> <li>2. Conduct an awareness campaign of clinic services provided through the Native American Health Center at Calvin Simmons.</li> </ol>	<p>1.1 15 youth will participate in peer health education training program.</p> <p>1.2 Peer health program will provide a minimum of 3 peer-led presentations and one community event serving 100 youth</p> <p>2.1 75% of Life Academy students will report awareness of clinic services offered</p>

**Narrative for Board Memo: (please complete all highlighted sections)**

The After School Lead Agency, Alternatives in Action, will provide daily, comprehensive after school services during the 2011-12 school year at Life Academy High School of Health & Bioscience. The Lead Agency will work collaboratively with school leadership to develop after school programming that is aligned with the OUSD Strategic Plan, complements the regular school day program, and supports each school's overarching goals and priorities for student achievement. Specifically, the after school program, working in close collaboration with school leadership and faculty, will provide the following services aligned with OUSD strategic outcomes:

High School Graduation: (if this is an outcome you will target, briefly describe your planned activities and metrics from the table above)

Increase School Day Attendance: (if this is an outcome you will target, briefly describe your planned activities and metrics from the table above)

Job Skills/Career readiness: (if this is an outcome you will target, briefly describe your planned activities and metrics from the table above)

125 Life Academy youth will be placed in community internships (110) and/or have paid Youth Coach positions (15)

1. Internship and job shadow opportunities for 110 Life Academy 11th and 12th graders.
  - Alternatives in Action and Life Academy will utilize outside businesses and community groups to provide/monitor job experience and skill building opportunities to students.
  - Juniors & Seniors will undergo an intensive internship "bootcamp" to prepare them for placement and participate in Internship Fairs to secure placement opportunities and provide job skills
  - Each Senior will be required to complete a capstone project and Senior Defense Presentation based on their internship experience
2. Provide expanded leadership opportunities for students through paid positions as Youth Coaches that co-facilitate after school program activities.
  - Youth Coach candidates will participate in an intensive summer training program
  - Youth Coach candidates will undergo an application and interview process to be selected
  - 15 Youth Coaches will co-facilitate afterschool program activities in collaboration with Adult Coaches

Access to Health Services: (if this is an outcome you will target, briefly describe your planned activities and metrics from the table above)

1. Provide a peer health education program in collaboration with Native American Health Center
  - a. 15 youth will participate in peer health education training program.
  - b. Peer health program will provide a minimum of 3 peer-led presentations and one community event serving 100 youth
  
2. Conduct an awareness campaign of clinic services provided through the Native American Health Center at Calvin Simmons.
  - a. 75% of Life Academy students will report awareness of clinic services offered

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Exhibit B

Planning Tool / Comprehensive After School Program Budget

*(Template distributed separately)*

**INSERT HERE**





2011-2012 Elementary/Middle School After School Program Budget

	Total books and supplies	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
<b>CONTRACTED SERVICES</b>										
5825	Program Director/Coordinator(1 FTE x 220 days x \$28 p/hr x 23%)	\$25,585		\$8,225		\$3,059			\$17,989	
5825	Visual Arts Coach (\$20x6hrs/dayx220x23%+1500)	\$15,000		\$5,002		\$4,723			\$20,000	
5825	Project Coach (\$18 x 5 hrs/day x 200 x 23% +\$1,000)	\$11,303							\$10,000	
5825	Parent Liason (\$15x5hrs/day x 200days x.23+\$1500)			\$3,050		\$9,080			\$4,536	
5825	Self-Defense Project Coach (\$20x4x100 x 23% +\$500)	\$7,840							\$1,000	
5825	Project Coach (\$18 x 5 hrs/day x 200 x 23% +\$1,000)	\$15,000							\$7,140	
5825	STEM Project Coach (\$18 x 3 x 100 x 23%	\$2,174							\$2,400	
5825	East Bay Consortlum								\$10,000	
5825	Native American Health Center								\$15,000	
5825										
5825										
5825										
5825										
5825										
	Total services	\$0	\$76,902	\$0	\$16,277	\$0	\$16,862	\$0	\$0	\$88,065
<b>IN-KIND DIRECT SERVICES</b>										
									\$0	\$0
									\$0	
	Total value of in-kind direct services							\$0	\$0	\$0
<b>LEAD AGENCY ADMINISTRATIVE COSTS</b>										
	Lead Agency admin (4% max of total contracted \$)									\$0
<b>SUBTOTALS</b>										
	Subtotals DIRECT SERVICE	\$53,222	\$76,902	\$5,432	\$16,277	\$506	\$16,862	\$0	\$0	\$88,065
	Subtotals Admin/Indirect	\$19,725	\$0	\$3,291	\$0	\$2,633	\$0	\$0		\$0
<b>TOTALS</b>										
	Total budgeted per column	\$72,948	\$76,902	\$8,723	\$16,277	\$3,138	\$16,862	\$0	\$0	\$88,065
	Total BUDGETED	\$149,850		\$25,000		\$20,000		\$0	\$0	\$88,065
	BALANCE remaining to allocate	\$0		\$0		\$0				
	TOTAL GRANT AWARD/ALLOCATION TO SITE	\$149,850		\$25,000		\$20,000				

Required Signatures for Budget Approval:

Principal:

*[Signature]*

Date:

*7/15/11*

Lead Agency:

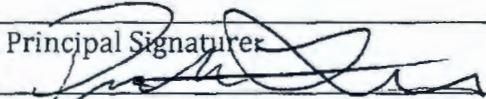
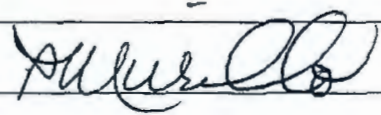
*[Signature]*

Date:

*7/18/11*

**OUSD After School Programs  
Comprehensive After School Program Plan  
High Schools  
2011 - 2012**

**SECTION 1: School Site Information**

School Site: 335 <b>Life Academy of Health and Bioscience</b>	Date: April 12, 2011
Principal Signature: 	Lead Agency Signature: 
After School Coordinator Name (if known at this time): Alejandra (Alex) Vila	

**SECTION 2: After School Program Vision and Goals**

Please describe your school site's overall vision for the After School Program. Describe how the after school program fits into the school's larger mission, vision and goals.

Alternatives in Action's Vision

We envision generations of young adults inspired and prepared to take meaningful action that positively transforms their lives and their communities.

Alternatives in Action inspires Bay Area youth to realize their leadership potential and prepares them for college, career and community life through dynamic educational, skill-building and real world experiences. Our schools, programs and partnerships provide innovative opportunities and supports that help children and youth succeed and ultimately become contributing adults.

Life Academy's Vision

Life Academy seeks to dramatically interrupt patterns of injustice and inequity for under-served communities in Oakland. Through transformative learning experiences focused on the health and science fields, students are engaged in learning and inspired to acquire the skills needed to succeed in college and their chosen careers.

The relationship between Alternatives in Action and Life Academy creates a dynamic environment, together providing support to the students to achieve success in education and their overall personal development. Youth who use our services are given access to skills development programs for college and career readiness, support in achieving academic proficiency, tools in leadership development and community outreach project implementation, access to information and resources for improving physical health, connections to a caring and supportive staff, and physical and environmental safety.

#### Extended Day Program Vision

In order to help Life Academy to dramatically interrupt patterns of injustice and inequity for under-served communities in Oakland, Alternatives in Action works with youth to realize their leadership potential and prepares them for college, career and community

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

1. Academics - To provide high-impact, targeted academic interventions that the academic rigor of Life Academy and support mastery in English and Math.
2. Enrichment - To complete performance-based projects that allow students to interact positively with the community and create change.
3. Cascading Leadership - To create effective youth-adult partnerships that engage youth in the decision-making processes of the afterschool program and further their own personal development.
4. Health/Physical Fitness - To educate youth in the ways to be healthy and give youth the tools necessary to make healthy choices in their lives.

All our afterschool student activities work to promote a positive school culture by establishing and holding group agreements and teaching the 7Rs: Risk, Respect, Responsibility, Resiliency, Real, Rigor, and Relationship.

#### **SECTION 3: Program Model and Lead Agency Selection**

Refer to Appendix A for an overview of extended learning program models.

For 2011-2012, my site selects:

- Coordinated partnership
- Blended/Hybrid
- Extended School Day

#### **Description and Rationale for selection of Lead Agency**

Please provide a narrative description of the agency that is managing the program. Indicate why this agency is qualified to manage the site's program, highlighting specific strengths or weaknesses. (Note: If school is managing program, site is considered to be the Lead Agency.)

Founded in 1994, Alternatives in Action is a 501(c)(3) non-profit organization that works with East Bay youth who have leadership potential and prepares them for college, career and community involvement. Through education, skills building and real world experiences, Alternatives in Action helps young people become successful, contributing adults and leaders in their community. Currently, Alternatives in Action coordinates comprehensive services and opportunities for youth at its site in West Alameda, where it operates its own public charter high school, and at two partner sites in Oakland, Excel High

School in West Oakland, and Life Academy in East Oakland.

Alternatives in Action's approach to promoting youth voice and social change has been highlighted in toolkits on best practices, profiled in numerous news outlets and the national publication "Growing to Greatness". Alternatives in Action's effective management and ability to infuse cascading leadership and a community-school approach have led to an effective collaborative between Life Academy and Alternatives in Action.

**SECTION 4: 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.

# of Program Days your program will operate during School Year 2011-2012:

**180 program days**

(reminder: there should be a sufficient number of program days offered weekly to fulfill the required 15 hours/week of program)

Projected Daily Attendance during School Year 2011-2012:

**80 youth per day**

**Program Schedule**

Submit program schedule as an attachment.

*\* CDE allows programs to close for a maximum of 3 of these days during the school year for professional development.*

**SECTION 5: Academics**

Your site should plan to offer a range of academic supports including:

- 1) CAHSEE Prep 2) Targeted Interventions 3) Skill-Building 4) Homework Support 5) Tutoring

*Other possible supports may include college application support, career exploration, 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 Population	Academic Support (choose one)	SPSA goal(s) or school need supported by activity	Measurable Outcomes	Description of program	Instructional Strategies
1	FBB and BB students identified through school-day assessments	<input type="checkbox"/> Homework Support <input type="checkbox"/> Tutoring <input type="checkbox"/> Skill Building <input checked="" type="checkbox"/> Academic Intervntn <input type="checkbox"/> Credit Recovery <input type="checkbox"/> CAHSEE Prep <input type="checkbox"/> Other	Provide After-School Intervention support for students in other core-academic areas.	Four (4) credentialed teachers will provide small group, high-impact academic interventions 2x per week.	On Tuesdays and Thursdays, all 9 <sup>th</sup> grade ASP participants are required to attend HW Help. During this time, Life teachers will pull-out targeted students for small group interventions	Teachers will work one-on-one with students in problem areas using Life Academy 9 <sup>th</sup> grade curriculum.
2	All 9 <sup>th</sup> grade students	<input checked="" type="checkbox"/> Homework Support <input type="checkbox"/> Tutoring <input type="checkbox"/> Skill Building <input type="checkbox"/> Academic Intervntn <input type="checkbox"/> Credit Recovery <input type="checkbox"/> CAHSEE Prep <input type="checkbox"/> Other	Provide academic supports in the areas of English/Lang Arts, Math, and Science.	Three HW rooms will be held for all 9 <sup>th</sup> grade students Tues/Thurs.	On Tuesdays and Thursdays, all 9 <sup>th</sup> grade students will be assigned to a HW Room. The program is designed to provide an environment conducive to academics.	Each week, a student leader will be responsible for obtaining the week's assignments in the target subjects. The Alternatives in Action staff will be responsible for keeping students on task and

						ensuring that assignments are being completed
3	11 <sup>th</sup> /12 <sup>th</sup> grade Special Day students	<input type="checkbox"/> Homework Support <input type="checkbox"/> Tutoring <input type="checkbox"/> Skill Building <input type="checkbox"/> Academic Intervntn <input checked="" type="checkbox"/> Credit Recovery <input type="checkbox"/> CAHSEE Prep <input type="checkbox"/> Other	Provide Internship opportunities to all 11 <sup>th</sup> and 12 <sup>th</sup> graders	All 11 <sup>th</sup> and 12 <sup>th</sup> grade in the Special Day Class will be given the opportunity to go off-site to an internship.	Alternatives in Action and Life Academy will utilize outside businesses and community groups to provide/monitor job experience and skill building opportunities to students. For participation in the program, the students will receive elective credits reflected on their high school transcripts.	<p>An internship curriculum will be developed by a credentialed teacher.</p> <p>As a part of the internship requirement, the students will be required to, and receive support in, completing a number of reflective assignments.</p>
4	Students achieving FBB/BB in Math	<input type="checkbox"/> Homework Support <input type="checkbox"/> Tutoring <input type="checkbox"/> Skill Building <input checked="" type="checkbox"/> Academic Intervntn <input type="checkbox"/> Credit Recovery <input type="checkbox"/> CAHSEE Prep <input type="checkbox"/> Other	Provide after-school intervention support for students achieving FBB or BB in Math.	Students identified as achieving FBB/BB in Math will attend after-school subject support 2x per week.	One (1) Certified teacher from school-day staff will provide a specialized HW room for students achieving FBB/BB in Math.	Certified teachers will use a teacher-created curriculum to determine skill gaps and provide the necessary interventions.
5	Students achieving FBB/BB in English/L	<input type="checkbox"/> Homework Support <input type="checkbox"/> Tutoring <input type="checkbox"/> Skill Building <input checked="" type="checkbox"/> Academic	Provide after-school intervention support for students achieving FBB or BB in English/Lang	Students identified as achieving FBB/BB in English/Lang Arts will attend after-	One (1) Certified teacher from school-day staff will provide a specialized HW	Certified teachers will use a teacher-created curriculum to determine skill

	ang Arts	<b>Intervntn</b> <input type="checkbox"/> Credit Recovery <input type="checkbox"/> CAHSEE Prep <input type="checkbox"/> Other	Arts.	school subject support 2x per week.	room for students achieving FBB/BB in English/Lang Arts.	gaps and provide the necessary interventions.
6	Students not on track for graduation based on lack of elective credits.	<input type="checkbox"/> Homework Support <input type="checkbox"/> Tutoring <input type="checkbox"/> Skill Building <input type="checkbox"/> Academic Intervntn <input checked="" type="checkbox"/> Credit Recovery <input type="checkbox"/> CAHSEE Prep <input type="checkbox"/> Other	Expanded After-School enrichment opportunities for youth.	Students will participate in and complete a community project in an ASP enrichment activity. At the completion of the project, students will receive elective credit.	Alternatives in Action will provide a variety of enrichment activities in the areas of Health/Fitness, Performing Arts, Visual Arts and Digital Media to help students gain elective credits.	Each ASP staff person will partner with one credentialed teacher to create and implement enrichment curriculum that is in alignment with school-day content standards.
7	College and Career Information Center	<input type="checkbox"/> Homework Support <input type="checkbox"/> Tutoring <input type="checkbox"/> Skill Building <input type="checkbox"/> Academic Intervntn <input type="checkbox"/> Credit Recovery <input type="checkbox"/> CAHSEE Prep <input checked="" type="checkbox"/> Other – College and Career Exploration/Support	Provide expanded college and career counseling resources through community partnerships and student trips.	All Life Academy students will have access to College and Career Information. All 12 <sup>th</sup> graders will have guided college application support.	<p>The College and Career Information center will be provided by the East Bay Consortium.</p> <p>The East Bay Consortium will provide UC Berkeley students to staff the program.</p>	<p>The East Bay Consortium will provide UC Berkeley students trained in reading and analyzing transcripts to provide guided college application support to upperclassmen.</p> <p>Students will also have access to SAT prep materials and one-on-one support with registration and fee waivers.</p>

8	10 <sup>th</sup> graders completing required Integrative Projects	<ul style="list-style-type: none"> <li>■ Homework Support</li> <li><input type="checkbox"/> Tutoring</li> <li><input type="checkbox"/> Skill Building</li> <li><input type="checkbox"/> Academic Intervntn</li> <li><input type="checkbox"/> Credit Recovery</li> <li><input type="checkbox"/> CAHSEE Prep</li> <li><input type="checkbox"/> Other</li> </ul>	Provide After-School Intervention support for students in other core-academic areas.	Alternatives in Action will provide an educational space for students to work on various integrative projects.	<p>In partnership with grade level teachers, Alternatives in Action will provide 10<sup>th</sup> grade-specific support with school-day projects.</p> <p>These supports will include creating an effective workspace for students and providing content support.</p>	<p>Alternatives in Action will join with a 10<sup>th</sup> grade certified teacher to identify the areas of need in the ASP.</p> <p>All 10<sup>th</sup> grade students will have access to critical supports and resources necessary to complete the required projects.</p>
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**SECTION 6: ENRICHMENT & PHYSICAL ACTIVITY / RECREATION**

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

Type of Enrichment	Rationale	SPSA goal(s) or school need supported by activity	Brief Description	Targeted Skills	Measurable Outcome
Soccer	<ul style="list-style-type: none"> <li>■ Student Identified</li> <li>■ School Identified</li> <li><input type="checkbox"/> Parent Identified</li> <li><input type="checkbox"/> Other (specify)</li> </ul>	Expanded After School Enrichment Opportunities for Students	Youth participating in this program will learn the discipline of and the mechanics of soccer. At the end of the year, the	<ul style="list-style-type: none"> <li><input type="checkbox"/> Conflict Resolution</li> <li>■ Social Skills</li> <li><input type="checkbox"/> Leadership</li> <li><input type="checkbox"/> Academic (specify)</li> <li>■ Health/Fitness</li> <li><input type="checkbox"/> Internships</li> <li><input type="checkbox"/> Other (specify)</li> </ul>	An average of 10-15 youth in the project group. The youth will create a community impact project at the end of the year.



			students will plan and execute a soccer tournament with surrounding small schools.		
Boxing	<input checked="" type="checkbox"/> <b>Student Identified</b> <input checked="" type="checkbox"/> <b>School Identified</b> <input type="checkbox"/> <b>Parent Identified</b> <input type="checkbox"/> <b>Other (specify)</b>	Expanded After School Enrichment Opportunities for Students	Youth participating in this program will learn the discipline of and the mechanics of boxing. The focus will be on overall health and self-discipline.	<input type="checkbox"/> <b>Conflict Resolution</b> <input checked="" type="checkbox"/> <b>Social Skills</b> <input type="checkbox"/> <b>Leadership</b> <input type="checkbox"/> <b>Academic (specify)</b> <input checked="" type="checkbox"/> <b>Health/Fitness</b> <input type="checkbox"/> <b>Internships</b> <input type="checkbox"/> <b>Other (specify)</b>	An average of 10-15 youth will participate in the project group.
STEM Science Club	<input checked="" type="checkbox"/> <b>Student Identified</b> <input checked="" type="checkbox"/> <b>School Identified</b> <input type="checkbox"/> <b>Parent Identified</b> <input type="checkbox"/> <b>Other (specify)</b>	Expanded After School Enrichment Opportunities for Students	Youth participating in this program will learn how to mentor middle school and elementary youth in hands-on science curriculum	<input type="checkbox"/> <b>Conflict Resolution</b> <input type="checkbox"/> <b>Social Skills</b> <input type="checkbox"/> <b>Leadership</b> <input checked="" type="checkbox"/> <b>Academic (specify) Science</b> <input type="checkbox"/> <b>Health/Fitness</b> <input type="checkbox"/> <b>Other (specify)</b>	An average of 10-15 youth will participate in the project group. The youth will create a community impact project around science track
Poetry Circle	<input checked="" type="checkbox"/> <b>Student Identified</b> <input type="checkbox"/> <b>School Identified</b> <input type="checkbox"/> <b>Parent Identified</b> <input type="checkbox"/> <b>Other (specify)</b>	Expanded After School Enrichment Opportunities for Students	Youth participating in this program will develop self-confidence and other performing arts skills. Youth will also participate in mini-performances on campus as an	<input type="checkbox"/> <b>Conflict Resolution</b> <input type="checkbox"/> <b>Social Skills</b> <input type="checkbox"/> <b>Leadership</b> <input type="checkbox"/> <b>Academic (specify)</b> <input type="checkbox"/> <b>Health/Fitness</b> <input type="checkbox"/> <b>Internships</b> <input checked="" type="checkbox"/> <b>Other (specify) Writing/Performing</b>	An average of 10-15 youth will participate in the project group. The youth will create a community impact project group focused on the performing arts.

			avenue of self-expression.		
Visual Arts	<input checked="" type="checkbox"/> <b>Student Identified</b> <input type="checkbox"/> <b>School Identified</b> <input type="checkbox"/> <b>Parent Identified</b> <input type="checkbox"/> <b>Other (specify)</b>	Expanded After School Enrichment Opportunities for Students	Youth participating in this program will learn the mechanics of visual arts and its impact on the community. The youth will use the acquired skills to create a visual arts community impact project.	<input type="checkbox"/> <b>Conflict Resolution</b> <input checked="" type="checkbox"/> <b>Social Skills</b> <input type="checkbox"/> <b>Leadership</b> <input type="checkbox"/> <b>Academic (specify)</b> <input type="checkbox"/> <b>Health/Fitness</b> <input type="checkbox"/> <b>Internships</b> <input checked="" type="checkbox"/> <b>Other (specify) Performing</b>	An average of 10-15 youth will participate in the project group. Upon completion of the project, the
Digital Media	<input checked="" type="checkbox"/> <b>Student Identified</b> <input type="checkbox"/> <b>School Identified</b> <input type="checkbox"/> <b>Parent Identified</b> <input type="checkbox"/> <b>Other (specify)</b>	Expanded After School Enrichment Opportunities for Students	<p>Youth participating in this program will gain valuable skills in working with digital mediums to create a product.</p> <p>Youth will use a combination of media to create a community impact project.</p>	<input type="checkbox"/> <b>Conflict Resolution</b> <input type="checkbox"/> <b>Social Skills</b> <input type="checkbox"/> <b>Leadership</b> <input type="checkbox"/> <b>Academic (specify)</b> <input type="checkbox"/> <b>Health/Fitness</b> <input type="checkbox"/> <b>Internships</b> <input checked="" type="checkbox"/> <b>Other (specify) Digital production and technology</b>	An average of 10-15 youth will participate in the project group. The group will use their acquired media skills to produce a community impact project.
11 <sup>th</sup> /12 <sup>th</sup> Internship Program	<input type="checkbox"/> <b>Student Identified</b> <input checked="" type="checkbox"/> <b>School Identified</b> <input type="checkbox"/> <b>Parent Identified</b> <input type="checkbox"/> <b>Other (specify)</b>	Provide Internship and job shadow opportunities for all 11th and 12th graders.	Alternatives in Action and Life Academy will utilize outside businesses and community groups to provide/monitor	<input type="checkbox"/> <b>Conflict Resolution</b> <input type="checkbox"/> <b>Social Skills</b> <input type="checkbox"/> <b>Leadership</b> <input type="checkbox"/> <b>Academic (specify)</b> <input type="checkbox"/> <b>Health/Fitness</b> <input checked="" type="checkbox"/> <b>Internships</b> <input type="checkbox"/> <b>Other (specify)</b>	All 11 <sup>th</sup> and 12 <sup>th</sup> graders will complete an internship. To demonstrate key learnings, juniors will participate in the Annual Science

			job experience and skill building opportunities to students.		Exhibition night. Seniors will create a research project to be presented to a panel to petition for graduation.
Cascading Leadership	<input type="checkbox"/> Student Identified <input type="checkbox"/> School Identified <input type="checkbox"/> Parent Identified <input checked="" type="checkbox"/> Other (specify) Lead Agency	Expanded Leadership Opportunities for Students	Alternatives in Action will identify and hire a team of Life Academy students to actively participate in the implementation of the ASP. Upon successful completion of the program, students will receive a stipend.	<input type="checkbox"/> Conflict Resolution <input type="checkbox"/> Social Skills <input checked="" type="checkbox"/> Leadership <input type="checkbox"/> Academic (specify) <input type="checkbox"/> Health/Fitness <input type="checkbox"/> Internships <input checked="" type="checkbox"/> Other (specify)	<p>Alternatives in Action will recruit and hire 2 youth per project group.</p> <p>The youth will participate in curriculum development and the planning/execution of at least one community impact project.</p>

**SECTION 7: FAMILY ENGAGEMENT / FAMILY LITERACY**

After school provides an excellent context to foster parent involvement, connect families to the larger school community, and share important information related to the after school and regular school day programs. After school family engagement efforts should be aligned with school day efforts, and support school goals for family involvement. A variety of activities may be offered, including: parent workshops, family celebrations, parent-and-child-together activities, parent leadership and volunteer opportunities.

Family literacy is a required component of all 21<sup>st</sup> Century after school programs. Family literacy services support the educational goals of adult family members, connect them to resources, and increase their ability to support their student's learning and development.

Type of Activity	SPSA goal(s) or school need supported by activity	Brief Description	Measurable Outcome	Alignment with school day family engagement / family literacy efforts or resources
Parent Liaison	Expand the number of	Alternatives in Action	Parent Liaison will plan	Life Academy has paid

	paid Parent Coordinators.	will provide a paid parent liaison. The Parent Liaison will help to coordinate parent seminars and provide support with project groups.	at least three (3) parent seminars. Parent Liaison will recruit parent volunteers to help in ASP.	Parent Coordinators integrated in the school-day. The Parent Liaison serves as the bridge for afterschool.
Parent Seminars	Support high parent participation and leadership rate through targeted trainings and support.	Alternatives in Action will hold at least three (3) parent seminars designed to give parents tools to tackle common issues they may encounter with their youth including, drug prevention, safe sex practices, and academic support.	50% average parent attendance at each event.	Life Academy regularly holds parent information and parent-teacher nights. Teachers also hold Parent Conferences to keep families abreast of their child's academic progress.
Parent Volunteer Activities	All families will be required to commit to 5 hours of service to the school with the option of committing to more.	Parent Liaison will recruit parent volunteers to work with ASP twice per month.	75% commitment and follow-through throughout the year.	Grade level parent liaisons help facilitate opportunities for involvement and service.

## 2011-12 After School Enrollment Policy for 2011-2012 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
9 <sup>th</sup> Graders	School data	Mandatory (twice a week)
10 <sup>th</sup> Graders	School data	Mandatory (once a week)
11 <sup>th</sup> Graders	School data	Mandatory (twice a week)
12 <sup>th</sup> Graders	School data	Mandatory (twice a week)

### Target Populations

- 9<sup>th</sup> grade – Mandatory afterschool participation and HW Support
- 11<sup>th</sup> and 12<sup>th</sup> grades – As a graduation requirement at LIFE Academy, all students must complete two years of Internships beginning in the junior year.
- FBB/BB - Students identified by grade level teams receive targeted interventions in Math and English.
- Students showing special interest in program or needing to build positive adult relationships are given the opportunity to join the Executive Team, allowing them safe space to build positive leadership skills and take positive risks.
- Students completing special projects assigned during school-day receive academic support during afterschool program.
- Students interested in enrichment and career exploration and skill building programs not offered in the school day.

### Notes:

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

- Sites cannot 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.
- If space remains in the program after priority students fill slots, other students must be allowed access to the program.
- Program must enroll adequate numbers of students to meet CDE attendance targets.

**Enrollment Process and Timeline:** (Summarize your enrollment timeline below. Describe how your school will identify and recruit students beginning in Spring 2011. Indicate how families will be notified of enrollment prior to the start of the 2011-12 school year.)

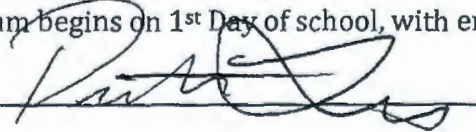
Timeline	After School Enrollment Steps/Process	Individual(s) responsible
May 4 <sup>th</sup>	New 9 <sup>th</sup> Graders Parent/Student Orientation	Alex Vila
August 2011	School Registration	Extended Day Program Team
September 2011	1 <sup>st</sup> Week of school orientation	Alex Vila
January 2012	Internship Orientations	Claire Crosset t/ Emily Rigotti

- Provide program information and sign up to all students and families at Registration and Open House.
- Host beginning of year opening for the Teen Center, emphasizing program sign-up
- (Spring) Give students a survey and ask for program suggestions for 2011-2012
- Mandatory afterschool for freshman will be written into school academic contract.
- All students will be offered an elective credit option for completing projects in Extended Day Program
- Special Ed students will be offered elective credit for completing off-site internship starting Spring semester.
- Make agreements with teachers to use Academic/Enrichment activities as an option for students to make up failing grades/missing work.

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

- Families will be notified of 2011-12 after school enrollment on or before the last day of school.
- After school program begins on 1<sup>st</sup> Day of school, with enrollment at a minimum 75% capacity.

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



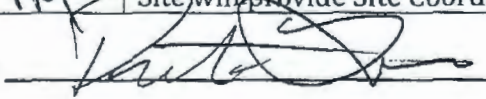
Lead Agency Signature: \_\_\_\_\_

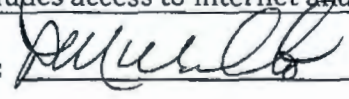


**2011-12 Assurances for Grant Compliance and After School Alignment with School Day**

*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) Revised Academic Liaison Role Description.*

Principal initials	Lead Agency initials	2011 - 12 Assurances for Grant Compliance and After School Alignment with School Day
(M)	PM	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.
(M)	PM	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.
(M)	PM	Site Administrator will meet regularly with Site Coordinator to ensure program is meeting identified goals.
(M)	PM	Site will share student outcome data to better refine program (EduSoft, Report Cards, IEP's, etc).
(M)	PM	Site Administrator and lead agency rep/site coordinator have reviewed the Academic Liaison role description. Site will identify a certificated, qualified individual to serve as the program's Academic Liaison and to fulfill all responsibilities outlined in the revised role description.
(M)	PM	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.
(M)	PM	Site will invite Site Coordinator to participate on SSC, COST, and SST to ensure coordination of services.
(M)	PM	Site will coordinate the use of facilities and site level resources.
(M)	PM	Site will provide Site Coordinator with office space that includes access to internet and phone.

Principal Signature: 

Lead Agency Signature: 

After School Safety and Emergency Planning for 2011-12

**After School Safety and Emergency Planning**

A) Will the site have an Emergency Plan that incorporates the After School Program?

Yes  No

If no, explain after school plans to ensure student and staff safety should an incident of violence or other crisis/emergency occur on or near the school campus during after school hours:

B) Describe the training that site will provide after school staff on safety procedures, including lockdown procedures and communication protocols for crisis response.

- 1. Staff orientation ( 2 days)
- 2. Twice a year drills during retreat (1 hour per day per retreat)
- 3. Once a month during staff meeting review of safety procedures (2 hours)
- 4. 3 drills a year, once a quarter

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

Yes  No

**Facility Keys**

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

Yes  No

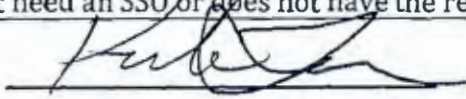
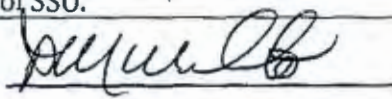
If no, indicate how the school campus will be secured if crisis should occur during after school hours and if lockdown is necessary:

**SSO Staffing: (check one)**

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

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

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

Principal Signature:  Lead Agency Signature: 





**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/Caretaker 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

\_\_\_\_\_

**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.

\_\_\_\_\_ Parent/Guardian Signature



Exhibit E

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.

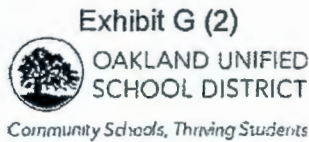
I have read this Agreement and understand that I am giving up substantial rights by signing it, but do so voluntarily and intend to completely release the District from the liability described above to the greatest extent allowed by law. I also understand that this Agreement is legally binding on me 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: \_\_\_\_\_ Date: \_\_\_\_\_  
Participant Signature (if over 18) or Custodial Parent or Guardian Signature

EBRPD Waiver - Swim Use  
Rev 3/09



**PROCEDURES for PAID INSERVICE/EXTENDED CONTRACTS and TIME SHEETS  
OUSD CERTIFICATED TEACHERS 2011-2012**

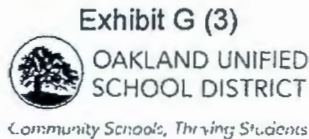
The following procedures are required in submitting fiscal forms for Paid Inservice/Extended Time for OUSD employees utilizing 21<sup>st</sup> Century and/or ASES funding:

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 OUSD After School Programs Office — All 21<sup>st</sup> Century and/or ASES Paid Inservice/Extended Contracts and Time Sheets must be submitted to the OUSD After School Programs Office in order to be processed and paid. We are located at 495 Jones Avenue, in the Brookfield Annex.
- ◆ Union Contract rate for teachers is \$23.16/hr.
- ◆ Union Contract rate for Academic Liaisons is \$30.12/hr.
- ◆ Once the Paid Inservice form or Request for Extended Contract has been submitted and approved, only timesheets are required to be submitted for subsequent payments.

Paid Inservice/Extended Contract Timesheets Due to After School Programs Office on:	OUSD Payroll Issue Dates ***Please note: Allow 45 days processing time for the first submission. Future submissions take approximately 2 weeks.***
September 30, 2011	October 14, 2011
October 31, 2011	November 15, 2011
November 30, 2011	December 15, 2012
December 16, 2011	January 13, 2012
January 31, 2012	February 15, 2012
February 29, 2012	March 15, 2012
March 30, 2012	April 13, 2012
April 30, 2012	May 15, 2012
May 31, 2012	June 15, 2012
June 15, 2012	July 5, 2012

If there are any questions regarding these documents or procedures, please contact our office at (510) 568-1022.



**PROCEDURES for EXTENDED TIME and/or OVERTIME FORMS (ET/OT)  
for OUSD CLASSIFIED EMPLOYEES 2011-2012**

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 Mynette Theard in 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 Oakland SUCCESS 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 at 495 Jones Avenue, in the Brookfield Annex.
- ◆ Rate varies depending on employee's hourly rate

ET/OT Forms Due to After School Programs Office on:	OUSD Payroll Issue Dates
September 15, 2011	September 30, 2011
September 30, 2011	October 14, 2011
October 14, 2011	October 31, 2011
October 31, 2011	November 15, 2011
November 15, 2011	November 30, 2011
November 30, 2011	December 15, 2011
December 15, 2011	December 30, 2011
December 30, 2011	January 13, 2012
January 13, 2012	January 31, 2012
January 31, 2012	February 15, 2012
February 15, 2012	February 29, 2012
February 29, 2012	March 15, 2012
March 15, 2012	March 30, 2012
March 30, 2012	April 13, 2012
April 13, 2012	April 30, 2012
April 30, 2012	May 15, 2012
May 15, 2012	May 31, 2012
May 31, 2012	June 15, 2012
June 15, 2012	June 29, 2012

If there are any questions regarding these documents and procedures, please contact our office at (510) 568-1022.

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Exhibit H

Certificates of Insurance and Additional Insured Endorsement

**INSERT HERE**





# CERTIFICATE OF LIABILITY INSURANCE

ALTER-1 OP ID: DA

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

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

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

PRODUCER Crist, Fritschl & Paterson Inc 266 Grand Avenue, Suite 230 Oakland, CA 94610 Paul Coupin	510-451-6000 510-451-4203	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
INSURED Alternatives in Action dba: BASE dba: Home Project dba: Home Sweet Home Patricia Murillo 1900 Third Street		INSURER(S) AFFORDING COVERAGE INSURER A: The Hartford Insurance Group INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC #	CP ID: DA
		POLICY NUMBER	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Educators Legal Liability	X	57UUQTM7147	06/25/11	06/25/12	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ MAX 10,000
	Liability		57UUQTM7147	06/25/11	06/25/12	PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	57UUQTM7147	06/25/11	06/25/12	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	57RHQYC8934	06/25/11	06/25/12	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 DED <input checked="" type="checkbox"/> RETENTION \$ 10000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y/N N/A	57WECNZ8928	06/25/11	06/25/12	WC STATUTORY LIMITS OTH-ER \$ 1,000,000 E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
RE: Afterschool programs held at: Life Academy of Health & Bioscience High School, 2111 International Blvd., Oakland, CA and McClymonds High School, 2607 Myrtle St., Oakland, CA - See Business Liability Form HG0001 0605 (Pages 12 and 13) for additional insured wording.

<b>CERTIFICATE HOLDER</b> Oakland Unified School District 1025 2nd Avenue Oakland, CA 94606	<b>CANCELLATION</b> OAKL005 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Robert Adams</i>
--	--

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Exhibit I

Statement of Qualifications

**INSERT HERE**

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## Alternatives in Action

WHERE YOUTH CHOOSE TO LEAD

Founded in 1994, Alternatives in Action is a non-profit which works with East Bay youth who have leadership potential and prepares them for college, career and community involvement. Through this work, Alternatives in Action envisions generations of young adults inspired and prepared to take meaningful action that positively transforms their lives and their communities. Alternatives in Action makes this vision come alive through a range of programs, including its charter high school, The Bay Area School of Enterprise, its Home Sweet Home Preschool that also provides career training for high school youth, and comprehensive school initiatives at three sites, McClymonds High School in West Oakland, Life Academy in East Oakland, and the Bay Area School of Enterprise in West Alameda. In total, Alternatives in Action develops the leadership potential and provides school-linked services to over 600 youth, with another 500 children and youth benefiting from the community-based projects and events created by Alternatives in Action youth.

Alternatives in Action Central Office & West Alameda Programs 1900 Third Street Alameda, CA 94501 Tel. 510.748.4314 Fax 510.748.4326  
Alternatives in Action at McClymonds High School 2607 Myrtle Street Oakland, CA 94607 Tel. 510.879.8056  
Alternatives in Action at Life Academy 2101 35th Avenue Oakland, CA 94601 Tel. 510.535.7138

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\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



# Alternatives in Action

WHERE YOUTH CHOOSE TO LEAD

Time	Monday	Tuesday	Wednesday	Thursday	Friday
7:00 – 8:00 am	Geometry Genius	Geometry Genius	Geometry Genius	Geometry Genius	Geometry Genius
12:15 -1:40 pm	Advisory	Advisory	Advisory	BAM/ RAW	Advisory
1:40 – 3:30 pm	College Writing	College Writing	Parent Academy Lunch Program 12:40 – 1:00	College Writing	College Writing
	Life Skills	Life Skills	1:00 pm – 3:00 pm	Life Skills	Life Skills
3:30 - 3:45 pm	Snack & Sign-In	Snack & Sign-In	E-Team Meeting	Snack & Sign-In	Snack & Sign-In
3:45 – 4:25 pm	Study Hall & Intervention	Study Hall & Intervention	The Clinic	Study Hall & Intervention	Freaky Fridays
4:30 – 6:00 pm	Digital Journalism		Futbol 4 Life	Digital Journalism	The Stage
	The Clinic	Town Visionaries (ART)	Skateboarding	Town Visionaries (ART)	HOSA
	Futbol 4 Life	Self - Defense	Dream Act Kids	Self - Defense	RAPID FIRE
	Skateboarding	STEM	3:00 – 4:00 pm	STEM	E-TEAM Meeting
	Dream Act Kids	The Real Me Movement	School Wide Staff Meeting	The Real Me Movement	
			EDP STAFF Meeting 4:00 – 6:00 pm		
6:00 – 6:30 pm	Team Reflection	Team Reflection	Parent Academy 6:30 – 8:30 pm	Team Reflection	

## LIFE ACADEMY EXTENDED DAY PROGRAM

## MEMORANDUM OF UNDERSTANDING ROUTING FORM 2011-2012

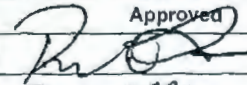
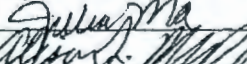
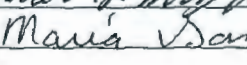

Basic Directions	
Services cannot be provided until the MOU is fully approved and a Purchase Order has been issued.	
1. Contractor and OUSD contract originator (principal or manager) reach agreement about scope of work and compensation.	
2. Contractor and OUSD contract originator agree on terms for MOU and create MOU.	
3. OUSD contract originator creates the requisition.	
4. Within 2 weeks of creating the requisition the OUSD contract originator submits complete MOU packet for approval.	

Agency Information			
Agency Name	Alternatives In Action	Agency's Contact Person	Patricia Murillo
Street Address	1990 Third Street	Title	Executive Director
City	Alameda	Telephone	(510) 478-4314 ext 312
State	CA	Zip Code	94501
		Email	pmurillo@alternativesinaction.org
OUSD Vendor Number	I000606		
Attachments	<input type="checkbox"/> Proof of general liability and workers' compensation insurance <input type="checkbox"/> Statement of qualifications <input type="checkbox"/> Program Planning Tool and Budget		

Compensation and Terms – Must be within OUSD Billing Guidelines					
Anticipated Start Date	07/01/2011	Date work will end	06/30/2012	Total Contract Amount	\$110,041.00

Budget Information					
Resource #	Resource Name	Org Key #	Object Code	Amount	Req. #
4124	21 <sup>st</sup> CCLC	3351850401	5825	\$76,902.00	R0200669
4124	21 <sup>st</sup> CCLC	3351851401	5825	\$16,277.00	R0200670
4124	21 <sup>st</sup> CCLC	3351852401	5825	\$16,862.00	R0200671

OUSD Contract Originator Information					
Name of OUSD Contact	Preston Thomas	Email	Preston.Thomas@ousd.k12.ca.us		
Telephone	(510) 534-0282	Fax	(510) 534-0283		
Site/Dept. Name	335/Life Academy	After School Program Enrollment Grades	9	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.			
Please sign under the appropriate column.	Approved	Denied – Reason	Date
1. Site Administrator			7/25/11
2. Oakland After School Programs Office			8/1/11
3. Network or Executive Officer			8-3-11
4. Cabinet (CAO, CCO, CFO, CSO, Asst Sup)			8-3-11
5. Board of Education or Superintendent			
Procurement	Date Received		

**MEMORANDUM OF UNDERSTANDING  
AMENDMENT ROUTING FORM**

SJT  
2011-1012  
AP

**Basic Directions**

Services beyond the original MOU cannot be provided until the amendment has been fully approved and the Purchase Order amount, if applicable, has been increased by Procurement.

1. Agency and OUSD contract originator reach agreement on modification to original MOU.
2. Agency and OUSD contract originator complete an MOU amendment together.
3. If the MOU total amount has increased, OUSD contract originator creates new requisition.
4. OUSD contract originator submits amendment packet for approval within two weeks of creating the requisition.

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

The Legal Department must review and approve all amendments that do not use the OUSD template MOU Amendment form.

**Agency Information**

Agency Name	Alternatives In Action		Agency's Contact Person	Patricia Murillo
Street Address	1900 Third Street		Title	Executive Director
City	Alameda	State	CA	Telephone (510) 748-4314
Zip Code	94501	OUSD Vendor Number	1000606	Email pmurillo@alternativesinaction.org

- Attachments
- MOU amendment – (Includes Routing Form and Board Memo)
  - Amended Scope of work (Not Required if Amendment is only for a change in the funding source)
  - If additional consultants will be working on site, attach agency letter verifying additional consultants have met the Fingerprinting/Background Investigation and have a negative tuberculosis status.

**Compensation – Must be within OUSD Billing Guidelines**

Original MOU Amount	\$110041.00	Original PO Number	P1201825
Amended MOU Amount	\$16000	New Requisition Number	R0205936
New Total MOU Amount	\$126041		

**Budget Information**

Resource #	Resource Name	Org Key #	Object Code	Amount
3010	Summer INTV-	3354864101	5825	16000.00
	Instruction		5825	
			5825	
			5825	

**OUSD Contract Originator Information**

Name of OUSD Contact	Preston Thomas	Email	preston.thomas @ousd.k12.ca.us
Telephone	(510) 534-0280	Fax	(510) 534-0283
Site/Dept. Name	335/Life Academy of Health and Bioscience		

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

Additional services above original MOU amount cannot be provided before the amendment is fully approved and the Purchase Order amount has been increased by Procurement. Signing this document affirms that to your knowledge additional services were not provided before the amendment was approved.

Please sign under the appropriate column.		Approved	Denied – Reason	Date
1. Site Administrator				6/13/12
2. Resource Manager, if applicable				6-14-12
3. Network or Regional Executive Officer				6-14-12
4. Cabinet (Deputy Superintendent)				6-14-12
5. Superintendent or Board of Education				6-14-12
Legal – Required if not standard MOU Amendment				
Procurement	Date Received			