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Memo

To

From

Subject

Board of Education

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)

9-12-12

Memorandum of Understanding - <u>Alternatives In Action</u> (contractor) - <u>335/Life Academy</u> (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, 2012 through June 31, 2013.

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

The general purpose of the 21st Century Community Learning Center (21st 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 21st 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 21st Century High School After School Safety and Enrichment for Teens (ASSETs) Grant for the period of July 1, 2012 through June 31, 2013, in an amount not to exceed \$141,037.00.

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, 2012 through June 31, 2013.

Fiscal Impact

Funding resource name (please spell out) 4124/21st Century High School After School Safety and Enrichment for Teens (ASSETs) Grant: \$102,378.00 - Core, \$17,182.00 Equitable Access, and \$21,477.00 Family Literacy

funding for a total amount not to exceed \$141,037.00.

Attachments

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

Memorandum of Understanding 2012-2013 Between Oakland Unified School District and

Alternatives In Action

1.	Intent. This Memorandum of Understanding ("MOU") establishes the Oakland Unified School District's ("OUSD") intent to contract with Alternatives In Action ("AGENCY") to serve as the lead agency to provide after-school and/or summer 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 grants:
	 California Department of Education ("CDE") 21st Century High School ASSETS Program ("ASSETS Core Grant") California Department of Education ("CDE") 21st Century Direct Access Grant ("Direct Access") California Department of Education ("CDE") 21st Century Family Literacy Grant ("Family Literacy")
2.	Term of MOU. The term of this MOU shall be July 1, 2012 to August 31, 2013 and may be extended by written agreement of both parties.
3.	Termination. OUSD may at any time terminate this MOU for any or no reason upon not less than five (5) days written notice to AGENCY. OUSD shall compensate AGENCY for services satisfactorily provided through the date of termination. In addition, OUSD may terminate this MOU for cause should AGENCY fail to perform any part of this MOU. In the event of termination for cause, OUSD may secure the required services from another contractor. If OUSD's cost of procuring services from another contractor exceeds the cost of providing the services pursuant to this MOU, AGENCY shall pay the additional cost.
4.	Compensation. The 21st Century ASSETS Core Grant, Family Literacy, and Direct Access grant award amount for 335/Life Academy is \$141,037.00 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 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 2012-2013").
	4.2.1. Reconciliation Process for Positive Attendance Based Grant Funds. OUSD will adjust the payment of the "positive attendance based" grants based on quarterly review of monthly invoices and attendance for services rendered related to the ASSETS Core Grant for any adjustments resulting from the reconciliation of the attendance reports for that quarter's months. The attendance reconciliation process will assess the program's performance with respect to the required compliance with the grant mandated attendance rates. Based on the review, financial

- adjustments of additional payment or additional withholding will be made. Any remaining balance(s) will be forwarded to AGENCY or OUSD. Any adjustment required in excess of the withholding will necessitate additional adjustments to future invoices and payments.
- 4.2.2. Administrative Charges and Reconciliation. Reconciliation process for positive attendance based grants must factor in the subtraction of administrative and other OUSD central charges, as outlined in section 4.3, from any grant amounts earned through attendance (OUSD indirect, custodial, evaluation, and After School Programs Office administrative and training/technical assistance fees).
- 4.3. **OUSD Administrative Fees.** OUSD shall charge and withhold up to 14% from the overall 21st Century ASSETS Core Grant, Family Literacy grant, and Direct Access grant for central indirect, administrative, custodial, evaluation, and direct service training and technical assistance costs.
- 4.4. AGENCY Administrative Fees. AGENCY understands and agrees that it may not charge more than 4% of the total contract amount as administrative fees and that its administrative fees must be set at an appropriate dollar amount to keep the 21st Century ASSETS Core Grant, Family Literacy grant, and Direct Access grant within the grant-mandated allowable 15% for total indirect/administrative costs. The agency administrative fees charged to the 21st Century ASSETS Core Grant, Family Literacy grant, and Direct Access grant must be used for direct administrative costs and cannot be used for agency indirect costs. Direct administrative costs consist of expenditures for administrative activities that provide a direct benefit to the 21st Century ASSETS program. Indirect costs consist of expenditures for administrative activities that are necessary for the general operation of the agency, but that cannot be tied to the 21st Century ASSETS program.
- 4.5. **Program Budget.** Due to result-based budgeting, the grant will remain as part of the site budget. Funds will be encumbered from the site budget on behalf of AGENCY for the school year 2012-2013 and will not exceed \$141,037.00 in accordance with **Exhibit B** ("21st CCLC After School Program Plan" and "After School Budget Planning Spreadsheet").
- 4.6. Modifications to Budget. Any modifications to the approved grant budget must be approved by OUSD, AGENCY, and CDE before expenditures of funds for modified line items are authorized. Except as expressly set forth herein, OUSD shall not be liable to AGENCY for any costs or expenses paid or incurred by AGENCY in performing services for OUSD. The granting of any payment by OUSD, or the receipt thereof by AGENCY, shall in no way lessen the liability of AGENCY to correct unsatisfactory work, although the unsatisfactory character of that work may not have been apparent or detected at the time a payment was made. Work, which does not conform to the requirements of this Agreement, may be rejected by OUSD and in that case must be replaced by AGENCY without delay.
- Program Fees. The intent of the 21st Century ASSETS program is to establish local programs 4.7. that offer academic assistance and enrichment for students in need of such services regardless of their ability to pay. Though it is not against the rules to charge fees for participation in programs, the CA Department of Education discourages it because it could exclude students in need from attending and taking advantage of the after school program. Fees should not create a barrier to participation in the after school program. After school services must be equally accessible to all students targeted for services regardless of their ability to pay. Programs that propose to charge fees may not prohibit any family from participating based on their inability to pay and must offer a sliding scale of fees and scholarships for those who could not otherwise afford to participate. Any income collected from fees must be used to fund program activities specified in the grant application. AGENCY shall do full accounting of fees collected, and documentation shall be kept for 5 years for auditing purposes. If AGENCY decides to charge fees, this decision shall be made collaboratively with the Site Administrator, and AGENCY shall work collaboratively with the Site Administrator and parent leaders to develop an appropriate program fee structure for the school community. AGENCY shall provide the OUSD After School Programs Office with written documentation of the program fee

structure prior to charging any program fees, and shall provide OUSD with additional documentation upon request, to ensure grant compliance. 5. Scope of Work. AGENCY will serve as lead agency at 335/Life Academy will be responsible for operations and management of the 21st Century ASSETS Core Grant, Family Literacy grant, and Direct Access grant contracted to AGENCY by OUSD for fiscal year 2012-2013. This shall include the following required activities: 5.1. Student Outcomes. AGENCY shall achieve the student outcomes as described in the grant application narrative and articulated in documents from the program evaluation team. AGENCY agrees to develop school specific outcomes, as defined in partnership with the principal. AGENCY recognizes that the principal is the chief decision maker for after school and summer programs, and ensures that school site objectives are met. 5.1.1. Alignment with Community School Strategic Site Plan ("CSSSP"). AGENCY will ensure the after school program aligns with OUSD and 335/Life Academy and objectives to ensure the success of students as articulated in the Community School Strategic Site Plan (CSSSP). AGENCY will work in partnership with the school principal to ensure that the program components are aligned with and complement OUSD standards and school site curriculum. Oversight. AGENCY will provide oversight, fiscal management, payroll services, technical 5.2. assistance, and facilitation of collaboration with other service providers. Agency must ensure compliance with 21st Century ASSETS Core, Family Literacy, and Direct Access funding guideline requirements and follow OUSD after school policies and procedures. This includes compliance with OUSD staffing requirements and policies including No Child Left Behind and other legislative mandates. 5.3. Enrollment. AGENCY will enroll 9th through 12th grade students at 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 21st Century ASSETS program requirements, AGENCY agrees to operate a minimum of 15 hours per week. This may include after school only OR after school and any combination of before school, weekends, summer intersession and vacation. 5.4.2. Program Days. AGENCY shall offer a program for a minimum of 177-180 days during the 2012 - 2013 school year. Attendance Targets. AGENCY will operate the program for a sufficient number of days during the 2012 - 2013 school year to ensure that student attendance targets are met. This can include Summer Session. Program Closure. AGENCY will close the ASSETS program no more than a maximum of 3 days in the 2012-13 school year for staff professional development, as permitted by Education Code. **5.4.3. Program Components** AGENCY shall provide programming that supports the guidelines as outlined in the

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

ASSETS Core Grant for students at

335/Life Academy

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 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 which includes parent workshops and training on a variety of topics including supporting youth academically, college and career readiness, and adult literacy development.
- 5.4.4. Staff Ratio. The staff to youth ratio shall not exceed 1:20, with no more than 20 youth for each qualified, adult staff supervisor.
- 5.5. Data Collection. AGENCY will work with OUSD to collect and analyze data on student enrollment, student attendance, student academic performance, student satisfaction, and parent satisfaction. This includes, but is not limited to:
 - 5.5.1. Accountability Reports. Providing OUSD with the following set of program accountability reports:
 - Financial reports
 - Activity reports
 - Outcomes reports: behavioral and academic
 - 5.5.2. Attendance Reports. Providing OUSD with attendance reports using the OUSD/OFCY attendance systems and maintaining required attendance records utilizing the OUSD/OFCY attendance systems, including completion of mandatory monthly reports. Original written documentation of all daily attendance records, including all daily sign in/out sheets, will be maintained by AGENCY for 5 years for auditing purposes.
 - 5.5.3. Use of Enrollment Packet. AGENCY will use OUSD After School Program Parent Permission and Student Information enrollment packet, including early release waiver, for all

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

- 5.6. Maintain Clean, Safe and Secure Environment. Maintaining clean, safe, and secure program environments for staff and students in conjunction with OUSD guidelines. AGENCY, as they view necessary, will initiate and establish additional cleanliness, safety, and security policies and protocol sufficient to ensure staff, student and family member safety.
- 5.7. Meeting Participation. AGENCY will participate in technical assistance, training, orientation, monthly meetings and other support and resource development activities provided by OUSD and collaborative partners in conducting program planning, implementation, and evaluation. These include required regular meetings with the school principal or other identified designee to ensure collaboration with the school vision. AGENCY staff will participate in meetings facilitated by the OUSD After School Programs Office to address program quality, program improvement and general troubleshooting.
- 5.8. **Relationships.** AGENCY will maintain six essential collaborative relationships to ensure partnerships towards effective program implementation:
 - Administration, faculty, and staff of 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 Agreement.
- 6. Field Trip Policy. FIELD TRIPS, OFF SITE EVENTS AND OFF SITE ACTIVITIES:
 - AGENCY shall provide each Site Administrator and the OUSD After School Programs Office
 with a schedule of all after school program field trips and/or off site events and/or off site
 activities by the first day of each semester, and a schedule of all summer field trips and/or off
 site events and activities by the first day of the summer program, if AGENCY is providing
 summer services (Exhibit D).
 - AGENCY hereby certifies that after school and summer program staff and/or subcontractors will comply with the following procedures for all field trips, off site events and off site activities:
 - 6.1. Licenses Permission Slips/Acknowledgement. Field trip/excursion permission slip must be signed by parent(s)/guardian(s) of all student participants and an acknowledgement must be signed by all adult chaperones both of which shall include the following information:
 - 6.1.1. a full description of the trip and scheduled activities
 - 6.1.2. student/adult participant health information
 - 6.1.3. "Notice of Waiver of All Claims: Education Code § 35330 provides that all persons making a field trip or excursion shall be deemed to have waived all claims against any school district, charter school, or the State of California for injury, accident, illness or death occurring during or by reason of the field trip or excursion, regardless of who holds the claims. If the field trip or excursion to which this permission slip applies is out-of-state, I hereby knowingly waive all of my and my daughter's/son's/ward's claims against any school district, charter school, and/or the State of California for injury, accident, illness or death occurring during or by reason of the out-of state field trip or excursion."

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

6.6. Supervision

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

automobile liability insurance policy for at least \$100,000 per individual and \$300,000 per occurrence for liability for bodily injury; and \$50,000 per occurrence for liability for property damage; (F) all drivers and registered owners of private or rented vehicles used shall complete and sign declaration of driver forms assuring that: (i) the driver is at least 21 years of age and holds a current valid California driver's license;(ii) the driver has not been convicted of reckless driving or driving under the influence of drugs or alcohol within the past five years; and (iii) the driver provides proof of sufficient insurance; (G) if after school or summer program arranges and/or contracts with a third party to provide this transportation, the organization or company with whom they contract must be licensed as a transportation provider, be certified to transport students (e.g., School Pupil Activity Bus certification) and have at least \$5,000,000 automobile and \$1,000,000 General Liability insurance; (H) arrangements have been made for additional vehicle for use in event of illness or emergency; (I) students receive instruction in safe conduct on bus or other transport; and, (J) drivers shall receive safety and emergency 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 <u>made available</u> for purchase (required for all trips). All student participants on higher risk activities (e.g., swimming, snow trips, horseback riding, sailing, rafting, etc.) must be covered by medical or accident insurance.
 - 6.10.1. Parents/guardians must be informed that there is no District insurance for the trip;
 - 6.10.2. Program fees must include coverage for accidents or injuries to participants by an insurance carrier authorized to do business in California.

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

6.11.1. Definition of High Risk Activities

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

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

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

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

6.12.3. Swimming Activities

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

- 6.12.3.3. Owners of private pools must provide a certificate of insurance, designating OUSD and AGENCY as an additional insured, for not less than \$2,000,000 in liability coverage.
- 6.12.3.4. Lifeguards must be designated for all swimming activities. If lifeguards are not provided by the pool owner or operator, the AGENCY Executive Director shall ensure their presence. The AGENCY Executive Director shall ensure that lifeguards are Red Cross certified or equivalent and must be at least 21 years old. A swim test must be administered before any student is permitted in the deep end of the pool or swim area. A tracking system shall be designed in advance of trip to identify those students who have and have not passed the swim test.
- 6.12.3.5. The ratio of adult chaperones to students shall be at least one to ten. In grades 4-6, this ratio shall be at least one to eight. In grades K-3, this ratio shall be at least one to four.
- 6.12.3.6. Specific supervisory responsibilities shall be determined in advance to accommodate the varying swimming abilities of students. These responsibilities shall be clarified in writing and reviewed verbally before the trip.
- 6.12.3.7. Emergency procedures shall be included with written instructions to adult chaperones and staff.
- 6.12.3.8. Staff and chaperones assigned to supervise students must wear swim suits and know how to swim and be at each side of the pool or swim area actively monitoring students at all times.
- 6.12.3.9. The After School Program Coordinator and/or Summer Program Coordinator may require students to wear flotation devices, depending upon their age and swimming ability.
- 6.12.3.10. A buddy-system or other means of surveillance shall be arranged in advance and strictly enforced during swimming activities.
- 6.13. Additional Requirements for trips to East Bay Regional Park District Bodies of Water (swimming pools, lagoons, shoreline parks and lakes) and Related Facilities
 - 6.13.1. At least 2 weeks prior to trip date, all persons attending trip, including, but not limited to, each and every student, teacher, instructor, chaperone, supervisor, parent, administrator, volunteer, or aide (hereinafter "participant") will provide to the School District Office of the General Counsel an original, properly completed, signed and dated East Bay Regional Park District Waiver (Exhibit E), executed by either the participant if he or she is 18 years of age or older, or the participant's parent or legal guardian if the participant is under 18 years of age.
 - 6.13.2. Should AGENCY fail to provide an original, properly completed, signed and dated East Bay Regional Park District Waiver for each trip participant as defined in Section 6.13.1 above, AGENCY agrees to hold harmless, defend and indemnify OUSD, its officers, employees, volunteers and agents from all claims and actions resulting therefrom.
- 7. Financial Records. AGENCY agrees and understands that OUSD is responsible for fiduciary and programmatic oversight for the expenditure of 21st Century ASSETS Core Grant, Direct Access, and Family Literacy grant funds contracted to AGENCY by OUSD for fiscal year 2012-2013. 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 21st Century ASSETS, Family Literacy, and Direct Access grants available to OUSD for review. OUSD and AGENCY shall meet and confer

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

8. Invoicing

- 8.1. Billing Structure. AGENCY shall only invoice for actual expenditures incurred. Supporting documentation must be presented along with monthly invoices upon request. Billing details must be provided upon request to OUSD to ensure compliance with related sub recipient and grant guidelines.
- 8.2. **Unallowable Expenses.** AGENCY may not purchase computers or capital equipment using 21st Century Core Grant, Direct Access, or Family Literacy grant funds.
- 8.3. Invoice Requirements. AGENCY will submit invoices with evidence of the following staff qualifications for each AGENCY employee and AGENCY agent, including employees of subcontracting agencies and volunteers: TB Clearance, current CA Department of Justice and FBI fingerprint clearance, and Instructional Aide requirement. AGENCY will utilize the required OUSD invoicing and staff qualifications form (Exhibit F) for regular invoice submission.
- 8.4. Submission of Invoices. AGENCY must submit invoices to OUSD on a timely and regular basis for services rendered. OUSD will not accept invoices submitted more than thirty days beyond the end of each fiscal quarter. No invoices will be accepted more than 30 days past the end of June 30 of the contractual fiscal year. AGENCY must also submit invoices according to specific invoicing deadlines as outlined by OUSD to ensure timely processing. (Exhibit G)
- 8.5. Submission of Invoices for ASESP and 21st Century 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 grants, with a cumulative total for 2012-13 not to exceed \$141,037.00 in accordance with the attached Exhibits to this Memorandum. Invoices for payment of services shall be submitted by the 10th of each month to the OUSD After School Programs Office, utilizing the required OUSD invoicing and staff qualifications form (Exhibit F). OUSD will strive to adhere to second Accounts Payable check run per the published schedule of monthly payments if invoices are submitted in accordance with the deadlines and requirements set forth in this section and the accompanying Exhibits.
- 9. Ownership of Documents. AGENCY agrees that, pursuant to California law, it shall maintain program and fiscal documentation for the ASESP and 21st CCLC programs for a minimum of five years. All documents created by AGENCY pursuant to this MOU, including but not limited to reports, designs, schedules, registration packets, early release waivers, and other materials prepared, or in the process of being prepared, for the services to be performed by AGENCY, are and shall be at the time of creation and thereafter the property of OUSD, with all intellectual property rights therein vested in OUSD at the time of creation. OUSD shall be entitled to access to and copies of these materials during the progress of the work. Any such materials in the hands of AGENCY or in the hands of any subcontractor upon completion or termination of the work shall be immediately delivered to OUSD. If any materials are lost, damaged or destroyed before final delivery to OUSD, AGENCY shall replace them at its own expense and AGENCY hereby assumes all risks of loss, damage or destruction of or to such materials. AGENCY may retain a copy of all materials produced under this MOU for its use in its general business activities.

10. Changes

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

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

10.2. Changing Legislation. AGENCY understands that changes in Federal, or state legislation or District policy may impact funding levels, grant requirements, and responsibilities of AGENCY during an academic school year. This MOU may be amended during the 2012-13 fiscal year to reflect additional changes resulting from such legislation.

11. Conduct of Consultant

- 11.1. Child Abuse and Neglect Reporting Act. AGENCY will comply with the Child Abuse and Neglect Reporting Act (CANRA) guidelines as Mandated Reporters to report suspicions of possible child abuse to the appropriate reporting agency as stated in California Penal Code § 11164 11174.
- 11.2. Staff Requirements. AGENCY will adhere to the following staff requirements for each AGENCY "agent", including employees, staff of subcontracting agencies, and volunteers. AGENCY will provide OUSD with evidence of staff qualifications, consistent with invoicing requirements outlined in Section 8.3 which include:
 - 11.2.1. **Tuberculosis Screening.** Current documentation of negative TB Test (PPD) on file for each AGENCY agent working with students.
 - 11.2.2. Fingerprinting of Agents. Current California Department of Justice (CDOJ) fingerprint clearance and FBI fingerprint clearance for each AGENCY agent working with students. AGENCY shall not permit its agents to come into contact with students until CDOJ and FBI clearance is ascertained, and AGENCY shall certify in writing to OUSD that none of its agents who may come into contact with pupils have been convicted of a violent or a serious felony. AGENCY shall further certify that it or its subcontracting agencies have received and reviewed fingerprint results for each of its agents, and Agency or its subcontracting agencies shall request and review subsequent arrest records for all agents who may come into contact with OUSD pupils in providing services to the District under this Agreement.
 - 11.2.3. **Minimum Qualifications.** AGENCY staff and agents who directly supervise students and are included in the 1:20 staff to student ratio must meet the following minimum qualifications for an instructional aide: a high school diploma or its equivalency and one of the following: (a) an AA degree; or completion of 48 semester units in college; or (b) successful completion of the Instructional Assistant exam, administered by the Alameda County Office of Education.
- 11.3. Removal of Staff. In the event that OUSD, in its sole discretion, at any time during the term of this MOU, desires the removal of any AGENCY related persons, employee, representative or agent from OUSD school site and/or property, AGENCY shall immediately upon receiving notice from OUSD of such desire, cause the removal of such person or persons. Prior to the removal or change of any AGENCY staff member who is a regular part of the after school program, AGENCY shall inform the Site Administrator with as much notice as possible, and will work with the Site Administrator to ensure a smooth transition in staffing.
- 11.4. Conflict of Interest. AGENCY shall abide by and be subject to all applicable OUSD policies, regulations, statutes or other laws regarding conflict of interest. AGENCY shall not hire any officer or employee of OUSD to perform any service by this Agreement. AGENCY affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between AGENCY's family, business or financial interest and the services provided under this MOU, and in the event of

- change in either private interest or services under this MOU, any question regarding possible conflict of interest which may arise as a result of such change will be brought to OUSD's attention in writing.
- 11.5. **Drug-Free / Smoke Free Policy.** AGENCY understands that OUSD does not permit drugs, alcohol, and/or smoking at any time in any buildings and/or grounds on OUSD property. AGENCY agrees to adhere to this policy for its students, staff, visitors, employees and or subcontractors.
- 11.6. 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. **Worker's Compensation** insurance, as required by the California Labor Code, with not less than the statutory limits.
 - 13.3. Property and Fire insurance shall provide to protect: Real Property, against risk of direct loss, commonly known as Special Form and Fire Legal Liability, to protect against liability for portions of premises leased or rented; Business Personal Property, to protect on a Broad Form, named peril bases, for all furniture, equipment and supplies of AGENCY. If any OUSD property is leased, rented or borrowed, it shall also be insured the same as real property.

The above policies of insurance shall be written on forms acceptable to the Risk Manager of OUSD and endorsed to name the OUSD, its officers, employees, volunteers or agents, as additional insured. Said Additional Insured endorsement shall be provided to OUSD upon AGENCY's execution of this MOU and before work commence under this MOU. If at any time said policies of insurance lapse or become canceled, this MOU shall become void. The acceptance by OUSD of the above-required insurance does not serve to limit the liability or responsibility of the insurer or AGENCY to OUSD. **Exhibit H** ("Certificates of Insurance").

- 14. Litigation. [This section is intentionally deleted by the parties].
- 15. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
- 16. **Counterparts**. This MOU and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
- 17. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion: The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals: Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, verifies that this vendor does not appear on the Excluded Parties List. (https://www.epls.gov/epls/search.do)

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

OAKLAND UNIFIED SCHOOL DIS	11(101
pdy Jondon	9/3/12
President, Board of Education	Date
President, Board of Education Superintendent	ka
Secretary,	Date
Board of Education	
Associate Superintendent	Date •
Family, School, and Community Partner	rships Dept.
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Pfincipal	Date •
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Regional Executive Officer	Date \
MOU template approved by Legal Ma	v. 2012

OAKLAND UNIELED SCHOOL DISTRICT

AGENCY	le le	7-12-12
Agency Director Signa	ture	Date
Patricia Muni	lo, Execu	utive 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
- Exhibit I. Statement of Qualifications

Exhibit A

ATTENDANCE REPORTING SCHEDULE

Oakland Unified School District After School Programs Attendance Reporting Schedule				
Monthly Attendance Period	Deadline to Input Attendance Data into Cityspan			
July 1 – July 31, 2012	August 6, 2012			
August 1 - August 30, 2012	September 4, 2012			
September 1-30, 2012	October 1, 2012			
October 1-30, 2012	November 5, 2012			
November 1-30, 20112	December 3, 2012			
December 1-31, 2012	January 7, 2013			
January 1-31, 2013	February 4, 2013			
February 1-28, 2013	March 4, 2013			
March 1-31, 2013	April 2, 2013			
April 1-30, 2013	May 6, 2013			
May 1-31, 2013	June 3, 2013			
June 1-30, 2013	July 1, 2013			

Exhibit B

21ST CCLC AFTER SCHOOL PROGRAM PLAN AND AFTER SCHOOL BUDGET PLANNING SPREADSHEET

(Template distributed separately)

INSERT HERE

OUSD After School Programs funded by 21st Century Community Learning Center grant

21st CCLC After School Program Plan High Schools 2012 - 2013

SECTION 1: School Site Information

School Site: Date:

Life Academy May 30, 2012

Principal Signature: Lead Agency Signature:

After School Site Coordinator Name (if known at this time):

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

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

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

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 support the academic rigor of Life Academy and support mastery in English and Math
- 2. Enrichment To complete community impact projects based on student interests that allow students to interact positively with the community and experience personal efficacy
- 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 by coaching peers
- 4. Health/Physical Fitness To provide strategies and exposure to youth in how to increase health and well-being in their lives, school and community

All afterschool 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: OUSD Strategic Questions Complete the matrix for at least two of the following four OUSD Strategic questions.									
Strategic Questions/Desired Outcomes	Strategic Activities: What after school strategic	Outcomes of Strategic Activities:	Data used to assess the strategic activities:						
As a result of our ASP efforts	activities will support the desired outcomes?	What short-term outcomes will you expect from your efforts by the end of the school year?	What data will be collected to measure these outcomes?						
High School Graduation: How	9 th and 10 th grade	- 90% of 9 th and 10 th	City span attendance						
many more Oakland children are graduating from high school?	students are required to participate in afterschool programming including	grade students will participate in homework	reports CST & CAHSEE						

	academic intervention and homework assistance. Research supports that afterschool engagement promotes school attachment and increased graduation rates.	assistance and/or academic intervention 2x's per week - 75% of 9 th and 10 th graders will demonstrate skill growth in ELA and Math	results
Satisfactory School Day Attendance: How many more Oakland children are attending school 95% or more?			
Job Skills/Career readiness: How many more students have meaningful internships and/or paying jobs?	Life Academy will continue to develop a rigorous internship and career exploration program.	All 11 th & 12 th grade have an internship requirement for graduation. 95% will complete this requirement. 25% of 10 th graders will also complete an internship in their 2 nd semester.	Internship attendance sheets, student evaluations and Senior Defense process.
Health and Well-being: How many more Oakland children have access to, and use, the health services they need?			

SECTION 4: Program Model and Lead Agency Selection

For 2012-2013, my site will operate the following program model:

- ☐ Traditional After School: voluntary program open to all students, with enrollment priorities targeting certain students ☐ Extended School Day: additional class periods added to the bell schedule during after school hours for students of a particular grade and/or all students of the school
- X Blended/Hybrid: combination of some extended day and some traditional after school programming

Description and Rationale for Selection of Lead Agency

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

Note: If school is managing program, site is considered to be the Lead Agency. In this case, describe how the hired After School Site Coordinator will support school plans for FSCS development.)

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, McClymonds 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 national publications such as "Growing to Greatness" and the Fifth Discipline: The Art and Practice of the Learning Organization. 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 5: ATTENDANCE, PROGRAM DATES, AND PROGRAM SCHEDULE

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

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

Required # of Program Days your program will operate during School Year 2012-2013: (reminder: there should be a sufficient number of program days offered weekly to fulfill the required 15 hours/week of program)	180
Projected Daily Attendance during School Year 2012-2013:	100

Program Schedule

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

SECTION 6: Academics

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

1) CAHSEE Prep 2) Credit Recovery 3) Tutoring

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

Academic activities should be aligned with school goals and support specific student achievement needs defined by the school.

	Target Popula- tion	Academic Support (choose one)	CSSSP goal(s) or school need supported by	Measurable Outcomes	Description of program/activity	Instructional Strategies
1	Students achieving FBB/BB in Math	☐ Homework Support ☐ Tutoring ☐ Skill Building X Academic Intervention ☐ Credit Recovery ☐ CAHSEE Prep ☐ Other	activity Provide after- school intervention support for students achieving FBB or BB in English/Lang Arts and Math.	Students identified as achieving FBB/BB in English/Lang Arts will attend afterschool 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 English/Lang Arts.	Certified teachers will use a teacher-created curriculum to determine skill gaps and provide the necessary interventions.
2	Academic intervention in other core academic subjects	☐ Homework Support ☐ Tutoring ☐ Skill Building X Academic Intervention ☐ Credit Recovery ☐ CAHSEE Prep ☐ Other	Provide After- School academic support for students in other core-academic areas.	Two credentialed teachers will provide small group, high-impact academic interventions 2x per week.	On Tuesdays and Thursdays, all 9th grade ASP participants are required to attend HW Help. During this time, Life teachers will pullout targeted students for small group interventions	Teachers will work one-on-one with students in problem areas using Life Academy 9th grade curriculum.
3	Homework	☐ Homework Support	Provide academic	Three HW rooms	On Tuesdays and	Each week, a

	support for all participants	☐ Tutoring ☐ Skill Building X Academic Intervention ☐ Credit Recovery ☐ CAHSEE Prep ☐ Other	supports in the areas of English/Lang Arts, Math, and Science.	will be held for all 9th grade students Tues/Thurs.	Thursdays, all 9th grade students will be assigned to a HW Room. The program is designed to provide an environment conducive to academics.	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
4	Students not on track for graduatio n based on lack of elective credits.	☐ Homework Support ☐ Tutoring ☐ Skill Building ☐ Academic Intervention X Credit Recovery ☐ CAHSEE Prep ☐ 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.
5	Students achieving FBB/BB in English/L ang Arts	☐ Homework Support ☐ Tutoring ☐ Skill Building X Academic Intervention ☐ Credit Recovery ☐ CAHSEE Prep ☐ Other	Provide after- school intervention support for students achieving FBB or BB in Math.	Students identified as achieving FBB/BB in Math will attend afterschool 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.
6	College	☐ Homework	Provide expanded	All Life Academy	The College and	The East Bay

and Career Informati on Center	Support Tutoring Skill Building Academic Intervntn Credit Recove CAHSEE Prep Other - Colleg and Career Exploration/Supt	ery	college and car counseling resources throu community partnerships as student trips.	ugh	students will had access to College and Career Information. All 12th graders with ave guided college applications support.	ge l ll	Career Information center will be provided by the East Bay Consortium. The East Bay Consortium will provide UC Berkeley students to staff the program.	pro Ben tra and tra pro col sup up) Stu hav one sup reg	nsortium will ovide UC rkeley students ined in reading d analyzing nscripts to ovide guided lege application oport to perclassmen. Idents will also we access to SAT ep materials and e-on-one oport with gistration and e-waivers.
Career-related grants. Enrichn fields, and applicatudents' succe	enrichment activities nent activities should y learning in a real, l	and ph d provid hands-o ife. Eni rts learr	nysical activity/re e students with t on way. Enrichm richment activitie	creati the op ent a s ofte t enga	on are required of portunity to deve ctivities should in an support Career	ompo lop 2 tentio Path	CTIVITY / RECREA onents of the ASES an 1 st Century Skills, expl nally and creatively bu ways, school goals for peted Skills	id 21 lore d uild s	st Century career-related kills that support
Career- related Enrichmnt.	Rationale	school		Bilo	Description	rarg	Stod Skills		Outcome
Cascading Leadership	☐ Student Identified ☐ School Identified ☐ Parent Identified ■ Other (specify)	Expan Leade Oppor Studer	rship tunities for	Acti ider tear Acad to ad part	rnatives in on will atify and hire a on of Life demy students ctively cicipate in the lementation of		onflict Resolution ocial Skills eadership cademic (specify) lealth/Fitness nternships ther (specify)		Alternatives in Action will recruit and hire 2 youth per project group. The youth will

11th/12th Internship Program Visual Arts	□ Student Identified ■ School Identified □ Parent Identified □ Other (specify)	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 job experience and skill building opportunities to students.	☐ Conflict Resolution ☐ Social Skills ☐ Leadership ☐ Academic (specify) ☐ Health/Fitness ■ Internships ☐ Other (specify)	participate in curriculum dev't and the planning/exec ution of at least one community impact project. All 11th and 12th graders will complete an internship. To demonstrate key learnings, juniors will participate in the Annual Science Exhibition night. Seniors will create a research project to be presented to a panel to petition for graduation. An average of
Visual Arts	■ Student Identified □ School Identified □ Parent Identified □ Other	Expanded After School Enrichment Opportunities for Students	Youth participating in this program will learn the mechanics of visual arts and its impact on the	☐ Conflict Resolution ☐ Social Skills ☐ Leadership ☐ Academic (specify) ☐ Health/Fitness ☐ Internships ☐ Other (specify)	An average of 10-15 youth will participate in the project group. Upon completion of the project, the

	(specify)		community. The youth will use the acquired skills to create a visual arts community impact project.	Performing	youth will create an arts-based culminating event.
Boxing	■Student Identified ■School Identified □ Parent Identified □ Other (specify)	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.	☐ Conflict Resolution ■ Social Skills ☐ Leadership ☐ Academic (specify) ■ Health/Fitness ☐ Internships ☐ Other (specify	An average of 10-15 youth will participate in the project group.
STEM Science Club	■ Student Identified ■ School Identified □ Parent Identified □ Other (specify)	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	☐ Conflict Resolution ☐ Social Skills ☐ Leadership ■ Academic (specify) Science ☐ Health/Fitness ☐ Other (specify)	An average of 10-15 youth will participate in the project group. The youth will create a community impact project around science track
Soccer	Student Identified School Identified Parent Identified Other (specify)	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	☐ Conflict Resolution ■ Social Skills ☐ Leadership ☐ Academic (specify) ■ Health/Fitness ☐ Internships ☐ Other (specify)	An average of 10-15 youth in the project group. The youth will create a community impact project

				students will and execute a soccer tourna with surroun small schools	ament ding			at the end of the year.
Civic Engagement	■ Student Identified ■ School Identified □ Parent Identified □ Other (specify)	Identified Expanded School Endentified Opportunity Students ☐ Parent Students ☐ Other		Youth participal in creating a cive engagement project to address.		Conflict Resolution Social Skills Leadership Academic (specify) Health/Fitness Internships Will Other (specify)		An average of 10-15 youth in the project group. The youth will create a community impact project at the end of the year.
After school proshare important should be alignincluding: par opportunities. Family literacy goals of adult learning and descriptions.	nt information rela ned with school da ent workshops, fa is a required com family members, o evelopment. All h	nt context to forted to the after ay efforts, and mily celebration apponent of all 2 connect them to high school pro-	oster parent r school and support sch ons, parent-a 21 st Century to resources ograms will fi	involvement, co regular school ool goals for fan nd-child-togethe after school pro and services, a und a Parent Lia	day prog nily invol er activiti grams. I nd increa aison pos	milies to the larger s rams. After school vement. A variety of es, parent leadersh Family literacy serving ase their ability to su sition to support fam	family engand activities in and volunces support their illy literacy	agement efforts may be offered, nteer t the educational student's programming
Type of Activit	y CSSSP goal need suppor activity	l(s) or school rted by	Brief Descr	iption	Measu	rable Outcome	family eng	with school day pagement / family forts or resources
Parent Academy Monthly Workshops for Parents	Family Eng	-	monthly work Parents. Duri meeting at the year, the pare			Attendance. Sign-in lists. Satisfaction Surveys	the parents	academy helps to get more h the school d the school's staff. e Parent

		throughout the year. Main topics include, learning how to read a report card, how to navigate the school system, substance abuse and gang involvement, communication among family members, etc.		Academy, parents become more integrated to the school community and get more involve in their children's education.
Parent Academy Volunteers Program	Family Engagement	Through the volunteers program, parents get more involved with their children's education and school community. Parents volunteer weekly for the lunch program. Also, during the youth enterprise season (Community Impact Projects), parents volunteer their time to support the projects that the students develop. Other options to volunteer are: classroom support, lunch time supervision, etc.	A Sign in sheets A List of Volunteers A Certifications A Volunteers Appreciation Dinner	The volunteers program helps the parents to develop a sense of ownership and belonging to the school that directly benefits not only the students, but the school community as a whole.
Parents- Teachers conferences	Family Engagement	Through the Parent- Teacher conferences, the parents are able to build strong relationships with the school and their children's mentors.	A Sign in Sheets A Contracts and Agreements	Through the Parent Conferences, parents, students, and mentors, build relationships that bring families closer to the school, and connect them to the staff. During the Parent Conferences, parents, students and mentors analyze academic performances and behaviors, and identify plans of action to better support students and families.
Parent Academy Family Literacy Program	Family Literacy	Through the family literacy program we offer English and Computer Classes for Parents.	Sign in Sheets Satisfaction Surveys Quizzes Projects	The Computer program teaches the parents basic skills and how to use the Jupiter Grades program to keep track of their children performance at school. The English program, teaches basic English language communication skills.
Parent	Family Literacy and	The Parent Coordinator,	Parents Meetings	The majority of the school

Academy Coaching	Support	offers support to the families on how to navigate the school system, and how to find resources that they need.		student population comes from immigrant families who are not familiar with the US School System. The Parent Liaison and Parent Coordinator offer support to these families and help them to better navigate the system and identify resources for themselves and their children
Parent Academy Family Celebration Program	Family Engagement	This program coordinates events to celebrate family engagement at Life Academy. Examples of events are the Immigration Film Festival, the Dia De Los Muertos celebration, and the Award/Certification Dinner.	Sign in sheet Satisfaction Survey	Through the celebration program, parents are recognized for their main role as key members of the school community.

PARENT LIAISON:

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

Parent Liaison role:

Coordinate Monthly Workshops for parents; Increase parent involvement in the school community; Coordinate and develop program offerings that address the needs of the parent community; Advocate for Parent Involvement in the school's main issues; Coordinate and lead Parent meetings to address issues of absenteeism, tardiness, and behavioral issues; Offer translation services and cultural competency between parents and teachers; Connect families with the resources they need through identifying those resources and helping the families navigate the system to obtain them; Coordinate the Parents Volunteer Program and the Certification process.

Supports:

Site Coordinator who will support the parent program; professional development opportunities; equipment and supplies; Assure positive integration and recognition in the school community by mandatory participation in staff meetings and school related events.

SECTION 9: Chronic Absence Action Plan

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

attendance falls in the "grey zone" between 90% - 95% are considered at risk of chronic absenteeism.

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

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

Strategies to Support Attendance	Action Steps
a) Recruit and address the needs of students who are at risk of chronic absenteeism.	The EDP in partnership with the school day holds structures to support mandatory participation in after school for all 9 th and 10 th graders. Action steps include: - Orientation of all incoming parents and students - Monitoring of attendance/participation of all students - Student and parent phone calls, letters and home visits if students are not attending school/EDP - Grade notification reports if student is failing EDP - Saturday school requirement for both parent and students with a focus on community service. - Consistently provide fun, high engaging activities during EDP and award participation
b) Inform parents about the importance of attendance and encourage parents to help each other get their students to class.	

 c) Track students with poor program attendance and reach out to find out why and how attendance could be improved. 	
d) Celebrate good attendance and/or offer meaningful incentives to attract and reward students for attending our program.	
SECTION 10: Coordination with Other Service Provider In the Full Service Community School model, the school becordinate to providers come together, work together, and coordinate the	comes a hub of services where various types of service
Indicate which group(s) at your school will your after school leader (site coordinator or agency director) actively participate in, in order to increase alignment between after school and school day efforts.	X COST team (Coordination of Services Team) SST (Student Study Team) SSC (School Site Council) ELT (Educational Leadership Team) PTA Attendance Team/Workgroup X CSSSP (Community School Strategic Site Planning) team Other (specify)
List key community partners whom you will actively collaborate with to accomplish the goals of your program. (including industry and other CBO partners, where youth are doing their internships)	East Bay Consortium Mills Educational Talent Search (METS) Native American Health Center FACES – Children's Hospital (15 other industry partners/internship sites)
Identify other service providers and support personnel at your school (ie. school psychologist, School Based Health Center staff, counselor, mental health therapist, school nurse, parent liaison, etc.) whom you will actively collaborate with to accomplish the goals of your program.	Wright Institute Clinica de la Raza

2012-13 After School Enrollment Policy Life Academy

OUSD has established district-wide guidelines for Target Population and Enrollment in ASES and 21st 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	(High School Only)	
	Program Participants	Indicate if participation is <i>Optional</i> or <i>Mandatory</i> for each target population	
9 th Graders	School data	Mandatory (twice a week)	
10 th Graders	School data	Mandatory (once a week)	
11 th Graders	School data	Mandatory (twice a week)	
12 th Graders	School data	Mandatory (twice a week)	

Grade levels prioritized for programming:

- 9th grade Mandatory afterschool participation and HW Support
- 11th and 12th 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.

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

Additional Notes:

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

Enrollment Process and Timeline: Summarize your enrollment timeline below. Describe ongoing program outreach and recruitment efforts, beginning in Spring 2012.

Timeline	After School Enrollment Steps/Process	Individual(s) responsible
May	New 9th Graders Parent/Student	Pablo Venturino
•	Orientation	
August 2012	School Registration	Extended Day Program Team
September 2012	1st Week of school orientation	Pablo Venturino
January 2013	Internship Orientations for 11 th Grade	Claire Crosset t/ Emily Rigotti

Important dates to include in your timeline:

- May June: Early outreach and recruitment for summer program and 2012-13 school year program.
- August September: New school year enrollment of students for remaining program slots.
- After school programs begin on 1st Day of school.
- Parents are notified about their student's participation in program at beginning of school year (specify date).
- · All programs must maintain waitlists after program slots are filled.

School Support for Program Recruitment

• 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 2012-13
- 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:

Principal Signature: _

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

Describe how the school	will support after school program recruitmer	nt efforts. Specify how school staff will help promote the after
school program, refer stud	dents, and communicate with families abou	t program opportunities:
See above.		
		\sim
	1/21/21/	
Detector I Of the state of		Lead Agency Signature:
Principal Signature:		Lead Agency Signature: /

2012-13 Assurances for Grant Compliance and After School Alignment with School Day

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

Principal initials	Lead Agency initials	2012 – 13 Assurances for Grant Compliance and After School Alignment with School Day
M	Dac	Site Administrator and Lead Agency Director/Site Coordinator have reviewed the CA Dept of Education's ASES and/or 21 st Century Grant Assurances, and understand mandated grant compliance elements.
(iii)	Auc	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)	pac	Site Administrator will meet regularly with Site Coordinator to ensure program is meeting identified goals.
	Dec	Site will share student outcome data to better refine program (Attendance data, EduSoft, Report Cards, IEP's, etc).
	pal	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 role description.
(A)	per	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.
(Vy)	pay	Site will invite Site Coordinator to participate on SSC, COST, SST, and CSSSP team to ensure coordination of services.
	All	Site will coordinate the use of facilities and site level resources in support of program goals.
(Pu)	pac	Site will provide Site Coordinator with office space that includes access to internet and phone.

19

Principal Signature:

Lead Agency Signature: Dulullo

After School Safety and Emergency Planning for 2012-13

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.
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: Julian Lead Agency Signature: Musillo

AFTER SCHOOL BUDGET PLANNING SPREADSHEET HIGH SCHOOLS 03.2012 Program 21CCLC Equitable Fees (if Other Lead 21CCLC Core applicable) Site Name: Life Acdemy Access 21CCLC Family Literacy **Agency Funds** Site #: 335 OUSD Lead Agency OUSD Lead Agency OUSD Lead Agenc Average # of students to be served daily (ADA): Lead Agenc Lead Agency TOTAL GRANT AWARD \$20,000 \$0 \$180,000 \$25,000 \$0 CENTRAL COSTS: INDIRECT, ADMIN, EVAL, PD, CUSTODIAL. \$7,338 \$1,019 \$815 OUSD Indirect (4 25%) OUSD ASPO admin, evaluation, and training/technical \$11,296 \$1,569 \$1,255 assistance costs \$5,922 \$823 \$658 Custodial Staffing \$807 Custodial Supplies \$112 TOTAL SITE ALLOCATION \$17,182 \$154,637 \$21,477 CERTIFICATED PERSONNEL Academic Liaison REQUIRED \$4.000 Certificated Teacher - Geometry/Adv. Math (Mr. B) \$9.00 1105 Certificated Teacher - Spanish Class \$9,909 1105 Certificated Teacher - Internship-Claire \$8,12 Certificated Teacher - Credit Recovery - Algebra I \$4,500 \$3,50 1120 Certificated Teacher - Boxing \$39,043 Total certificated CLASSIFIED PERSONNEL Site Coordinator (list here, if district employee) 2220 Work/Internship Readiness Coordinator (list here, if district employee) \$0 Total classified BENEFITS Employee Benefits for Additional Time (20% of total salaries paid as extended contracts or overtime) \$2,400 3000's Employee Benefits for Salaried Employees (40%) \$10,817 3000's Lead Agency benefits (rate: 25 %) Total benefits \$0 \$0 \$13,217 **BOOKS AND SUPPLIES** 4310 Supplies (OUSD only, except for Summer Supplemental) \$0 \$0 \$0 4310 Curriculum (OUSD only) \$0 \$0 Field Trips 4420 Equipment (OUSD only)

2012-2013 High School After School Program Budget

	Total books and supplies	\$0	\$0	7	\$0	\$0	de.	\$0	\$0		\$0	\$1
CONTRA	CTED SERVICES											
5825	Community Programs Manager (Site Coordinator - 46 weeks x 40hrs x \$24 x 24%)		\$25,000			\$10,477			\$7,182			\$16,000
5825	Program Coordinator (46 x 40 hrs x \$22 x 24%)		\$24,480			\$5,000						\$20,000
5825	Parent Coordinator (46 x 24 hrs x \$16 x .24%)					\$6,000			\$10,000			\$3,400
5825	Visual Arts Project Coach (48 x \$18 x 24hrs x 15%) + 1,000 supplies		\$16,500									\$7,85
5825	Project Coach (46 x \$20 x 24hrs x 15%)		\$15,300									\$7,39
5825	Academic Support Tutor (4 College Work Study Students)		\$16,400									
5825	East Bay Consortium											\$10,00
5825	Native American Health Center											\$18,00
5825	Oakland Schools Foundation		\$4,698				- 5					
5825												
5825												
	Total services	\$0	\$102,378		\$0	\$21,477		\$0	\$17,182	\$0	\$0	\$82,64
N-KIND I	DIRECT SERVICES											
											\$0	\$
											\$0	
	Total value of in-kind direct services									\$0	\$0	\$
EAD A	GENCY ADMINISTRATIVE COSTS											
LLAU A	Lead Agency admin (4% max of total contracted \$)											\$
SUBTO							000			8		-
	Subtotals DIRECT SERVICE	\$55,777	\$102,378	88	\$489	\$21,477	88	\$391	\$17,182	\$0	\$0	\$82,64
	Subtotals Admin/Indirect	\$21,845	so		\$3,034	\$0	12	\$2,427	80	\$0		\$
TOTALS												
	Total budgeted per column	\$77,622	\$102,378		\$3,523	\$21,477		\$2,818	\$17,182	\$0	\$0	\$82,64
	Total BUDGETED	\$180,0		100	\$25,00		100	\$20,0		\$0	\$0	\$82,644
	BALANCE remaining to allocate	\$0			\$0			\$0				
	TOTAL GRANT AWARD/ALLOCATION TO SITE	\$180,0	***********		\$25.00	***************************************	DOM: N	\$20,0	-			

Required Signatures for Budget Appreval:

Principal:



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
12:30 – 1:00			Parent Academy Lunch Program 12:40 – 1:00		
	CCIC	CCIC	1:00 pm - 3:00 pm	CCIC	CCIC
	Summing Co.		piii		
3:30 - 3:45 pm	Snack & Sign- In	Snack & Sign- In	Visual Arts Program	Snack & Sign- In	Snack & Sign- In
3:45 – 4:25 pm	Study Hall & Interventions	Study Hall & Interventions	Civic Engagement	Study Hall & Interventions	Freaky Fridays
4:30 – 6:00 pm	Visual Arts Program	Futbol 4 Life	STEM	Futbol 4 Life	The Stage
	STEM	Peer Health Educators Program	Internships	Peer Health Educators Program	HOSA
	Internships	Multimedia Program		Multimedia Program	Boxing for Women Only
	Civic Engagement	Boxing	3:00 – 4:00 pm	Boxing	E-TEAM Meeting
			School Wide Staff Meeting		RAW Fun Fridays
			EDP STAFF Meeting 4:30 – 6:00 pm		
6:00 – 6:30 pm	Team Reflection	Team Reflection		Parent Academy 6:30 – 8:30 pm	

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

PARENT PERMISSION AND STUDENT INFORMATION I give my child permission to participate in the 2012-13 _____After School Program. Name of School: Date of Birth Student's Name Grade Parent/Guardian Name (Please print) Signature Today's Date Home Address City Zip Home Phone Work Phone Cell Phone EMERGENCY CONTACT INFORMATION In case of emergency please contact: Phone: work/home/cell Name Relationship Does your child have health coverage? No Yes Name of Medical Insurance Policy/ Insurance # Primary Insured's Name Medical History that may be of importance Medication Student is taking List any Allergies Name of Child's Doctor Telephone I authorize After School Program Staff to furnish and/or obtain emergency medical treatment which may be necessary for my child during the After School Program. Parent/Guardian Name Signature Date

RELEASE OF LIABIL	LITY
I understand the nature of the after school program and the that the Oakland Unified School District is not responsible person or property as a result of participation in the after sdischarge the Oakland Unified School District and its office from any and all claims for injury, illness, death, loss or damactivities.	for loss, damage, illness, or injury to school program. I hereby release and ers, employees, agents, and volunteers
Parent/Guardian Signature:	Date
STUDENT RELEAS	SE
As parent/guardian, I understand that the After School Progrand will end by $6:00~p.m.$	ram will begin immediately after school is ou
I give the After School Program staff permission to release my consupervision. I understand that my high school-age child will sign have released on his/her own.	
I understand that my high school-age child may sign himself/he be released prior to 6:00 pm.	erself out from the After School program and
As parent/guardian, I hereby release and discharge the Oaklan employees, agents and volunteers from all claims for injury, illnochild's release from the After School Program without supervis	ess, death, loss or damage as a result of my
✓Parent/Guardian Signature:	Date
PERMISSION TO EVALUATE PROGRAMS AND	TRACK STUDENT PROGRESS
I give permission for the After School Program Staff to review m cards and other performance indices), for the purpose of providin the academic effectiveness of the After School Enrichment Program staff to monitor my student's progress and to require my purpose of determining program effectiveness.	ng targeted academic instruction and assessing ram. I also give permission for After School

Date_

Parent/Guardian Signature:

PHOTO/VIDEO R	RELEASE
During your child's attendance in the After School Program, s photographed or videotaped; these photographs/video record	
My childmaymay not be photographed/videotaped by purposes.	the After School program for promotional
I authorize the OUSD or any third party it has approved to p School program activities and to edit or use any photographs understand that I and my child shall have no legal right or inte economic interest. I also agree to release and hold harmless from and against all claims, demands, damages, and liabilities of	or recordings at the sole discretion of OUSD. I erest arising from the recording, including the OUSD and any third party it has approved
Parent/Guardian Signature:	Date

Exhibit D

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

This form should be completed by the 1st day of each semester, and by the 1st day of the summer program (if applicable).

Lead Agency

Contact Information:

Site Name	335/Life Academy	Lead Agency Name	Alternatives In Action
Name of Contact Person	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	Email	
Telephone		Fax	
Program will occur ☐ Fall Semester ☐ Spring Semes		and Off Site Activities for	r the After School
Name of Field Trip and/or Off Sit	o, Off Site Event, e Activities	Date(s)	Time(s)
Site Coordinator Sign	nature		Date
Lead Agency Directo	r Signature		Date
Site Administrator Si	gnature		Date

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)		BECOME RECORD ON THE OWN THE O			
Name of Custodia	Parent or Guardia	an (if Participal	nt is under 18	3);		
Signature:	Characture of acor 191	AV CHRISSION BRID	of A Engelos	Sporastra	Date:	
Participes	raditionale di naca kal		DIE AN ADMINISTRATE			EBRSTO Whiteer - Switch List Rev. 1909



INVOICING AND STAFF QUALIFICATIONS FORM 2012-13

Basic Directions

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

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

	Agen	cy Information	
Agency Name	Alternatives In Action	Agency's Contact Person	
Billing Period		Contact Phone #	

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



PROCEDURE FOR INVOICING

Oakland Unified School District Comprehensive After School Programs 2012-2013

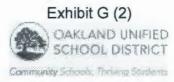
The following procedures are required in submitting invoices that utilize 21st Century and/or ASES funding:

- ◆ All 21st Century and/or ASES invoices <u>must be submitted to the OUSD After School Programs Office</u> in order to be processed and paid. We are located at 495 Jones Avenue, in the Brookfield Annex.
- ◆ All invoices must be generated on your organization's letterhead. This applies to both agency and individual contractors.
- ◆ To maintain invoicing consistency so that all necessary information is included, please <u>use the attached invoicing format</u>. Simply cut and paste the format onto your organization's letterhead. Please utilize the sample invoice as a guide. All of the information in the top section of the invoice template MUST be completed in order to process for payment. Also, in the body of the template, a detailed breakdown of charges must be provided, including number of hours worked and hourly rate. Failure to fully complete an invoice according to these specifications may result in a delay of payment.
- ♦ All invoices should cover only one calendar month, i.e. the 1st through the 30th or 31st.
- Contractor, Agency, Site Coordinator, and Principal signatures must be secured prior to submission of invoices to the After School Programs Office. All of these signatures must be originals.
- ◆ Invoices for the month are generally <u>due in the After School Programs Office by 5:00 p.m. on the 10th of the following month. This is not a steadfast rule; for example, the invoice for September 1-30th is due in our office on the 11th of October (the 10th is a Sunday). Invoices that are submitted after the due dates listed below will be processed the following monthly invoicing period.</u>

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

Invoices due to our office by 5:00 pm on:	Accounts Payable checks to be mailed on:
August 10, 2012	August 26, 2012
September 9, 2012	September 23, 2012
October 10, 2012	October 24, 2012
November 10, 2012	November 25, 2012
December 9, 2012	December 23, 2012
January 10, 2013	January 23, 2013
February 10, 2013	February 24, 2013
March 9, 2013	March 23, 2013
April 10, 2013	April 23, 2013
May 10, 2013	May 25, 2013
June 11, 2013 for May invoices	June 25, 2013
June 15, 2013 for Final Billing	TBD

If there are any questions regarding the invoicing process, please contact our office at (510) 568-1022.



PROCEDURES FOR PAID INSERVICE/EXTENDED CONTRACTS AND TIME SHEETS OUSD CERTIFICATED TEACHERS 2012-2013

The following procedures are required in submitting fiscal forms for Paid Inservice/Extended Time for OUSD employees utilizing 21st 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 Oakland SUCCESS After School Programs Office All 21st Century and/or ASES Paid Inserivce/Extended Contracts and Time Sheets <u>must be submitted to the OUSD After School Programs</u> <u>Office</u> in order to be processed and paid. We are located at 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 Inserivce 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 the following anticipated dates:	OUSD Anticipated Payroll Issue Dates ***Please note: Allow 45 days processing time for the first submission. Future submissions take approximately 2 weeks .***
September 30, 2012	October 14, 2012
October 31, 2012	November 15, 2012
November 30, 2012	December 15, 2012
December 16, 2012	January 13, 2013
January 31, 2013	February 15, 2013
February 29, 2013	March 15, 2013
March 30, 2013	April 13, 2013
April 30, 2013	May 15, 2013
May 31, 2013	June 15, 2013
June 15, 2013	July 5, 2013

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 2012-2013

The following procedures are required in submitting fiscal forms for Extended Time and/or Overtime (ET/OT) for OUSD classified employees utilizing 21st 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 21st 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 the following anticipated dates:	OUSD Anticipated Payroll Issue Dates		
September 15, 2012	September 30, 2012		
September 30, 2012	October 14, 2012		
October 14, 2012	October 31, 2012		
October 31, 2012	November 15, 2012		
November 15, 2012	November 30, 2012		
November 30, 2012	December 15, 2012		
December 15, 2012	December 30, 2012		
December 30, 2012	January 13, 2013		
January 13, 2013	January 31, 2013		
January 31, 2013	February 15, 2013		
February 15, 2013	February 29, 2013		
February 29, 2013	March 15, 2013		
March 15, 2013	March 30, 2013		
March 30, 2013	April 13, 2013		
April 13, 2013	April 30, 2013		
April 30, 2013	May 15, 2013		
May 15, 2013	May 31, 2013		
May 31, 2013	June 15, 2013		
June 15, 2013	June 29, 2013		

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

Exhibit H

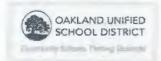
CERTIFICATES OF INSURANCE AND ADDITIONAL INSURED ENDORSEMENT

INSERT HERE

Exhibit I

STATEMENT OF QUALIFICATIONS

INSERT HERE



MEMORANDUM OF UNDERSTANDING ROUTING FORM 2012-2013

Basic Directions

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

- 1. Contractor and OUSD Administrator reach agreement about scope of work and compensation.
- 2. Contractor and OUSD Administrator agreed upon terms are reflected in the Memorandum of Understanding.
- 3. OUSD Administrator verifies contractor does not appear on the Excluded Parties List (https://www.epls.gov/epls/search.do)
- 4. OUSD contract originator creates the requisition on IFAS.
- 5. Within 2 weeks of creating the requisition, the OUSD Administrator submits completed MOU packet to Legal for approval.

		Agen	cy Information			
Agency Name	Alternatives	In Action	Agency's Contact Person	Patricia Murillo		
Street Address	Street Address 1990 Third Street		Title	Executive Director		
City	Alameda		Telephone	(510) 478-4314 ex	xt 312	
State	CA	Zip Code 94501	Email	pmurillo@alternat	pmurillo@alternativesinaction.org	
OUSD Vendor N	umber	1000606				
Attachments	■Statement ■Program i	eneral liability and workers' co t of qualifications Planning Tool and Budget nowing this vendor does not a			gov/epls/search.do)	
	Con	npensation and Terms -	Must be within OUS	D Billing Guidelines		
Anticipated Start	07/01/2	Date work will end	08/31/2013	Total Contract Amount	\$141 037 00	

	Con	npensati	ion and Terms - Mo	ust be within OU	SD Billing Gu	uidelines			
Anticipated Start Date	07/01/2012		Date work will end	08/31/2013	Total Contract Amount Grant: \$141,037		\$141,037.00		
			Budget	Information					
Resource #	Resource Name		Org Ke	ey #	Object Code	Amount		Req. #	
4124	21st CCLC		3351862401		5825	\$102,378.0	00 R0303401		
4124	21st CCLC		3351864401		5825	\$21,477.00	R0303403		
4124	21st CCLC		3351863401		5825	\$17,182.00	R0303402		
					5825	\$	N. Committee		
			OUSD Contract C	Originator Informa	ation				
Name of OUSD Contact		Pi	reston Thomas	Email	Pre	eston.Thomas @		ousd.k12.ca.us	
			510) 534-0282	34-0282 Fax		(510) 534-0283			
Site/Dept. Name 335		33	5/Life Academy	After School Pi Enrollment Gra		9th	through	12th	
		A	pproval and Routing	(in order of appro	oval steps)				
services were not prov	ided before a PC) was issue	lly approved and a Purch d. ndor does not appear						
Please sign under the appropriate column.			-	Approved		Denied - Reason		Date	
Site Administrator			/	1008				7/17/12	
2. Oakland After School Programs Office			Quin G	Fare Ma				7-113-1	
3. Network or Executive Officer				inx				7/17/	
4. Cabinet (CAO, CCO, CFO, CSO, Asst Sup)			O) Maria	Santes				8/27/12	
5. Board of Education	on or Superinte	ndent							
Procurement	Date Received								