

Board Office Use: Legislative File Info.	
File ID Number	14-0520
Introduction Date	4-23-14
Enactment Number	14-0616
Enactment Date	4/23/14



Memo

To The Board of Education

From Gary Yee, Ed.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) _____

Subject Memorandum of Understanding Amendment - 1
 East Bay Agency for Children _____ (contractor, City State)
 151/Sequoia Elementary School _____ (site/department)

Action Requested Approval of the Amendment to the Memorandum of Understanding between Oakland Unified School District and East Bay Agency for Children. Services to be primarily provided to 151/Sequoia Elementary School for the period of July 1, 2013 through 8/29/2014.

Background
 A one paragraph explanation of why an amendment is needed. The OUSD After School Programs aim is to provide children with well structured, high quality youth development programs that engage them in purposeful learning experiences and meet their academic, social-emotional, health and wellness needs. The role of the Academic Liaison is in support of these goals to assist the after school program in promoting the academic achievement of all students. East Bay Agency for Children will support the academic achievement gains of students participating in the After School Program in English Language Arts and Math, and provide support between the classroom teachers and the after school program staff in order to align services to target the individual needs of students.

Discussion
 One paragraph summary of the amended scope of work. Approval by the Board of Education of Amendment No. 1 to the Memorandum of Understanding between District and East Bay Agency for Children, Oakland, CA, for the latter to provide additional services for an Academic Liaison to support the alignment and integration of the after school program with the regular day; to provide academic leadership, professional development, and data analysis support in addition to attending site meetings and completing all required reports; meet with classroom teachers to identify areas needed for targeted student support; provide after school program staff information about student progress and aligned materials; weekly coaching opportunities and monthly professional development support as needed for the after school program at Sequoia Elementary School, for the period of July 1, 2013 through August 29, 2014, in the amount of \$2,863.25, increasing the agreement from \$92,953.00 to an amount not to exceed \$95,816.25. All other terms and conditions of the MOU remain in full force and effect.

Recommendation Approval of the Amendment to the Memorandum of Understanding between Oakland Unified School District and East Bay Agency for Children. Services to be primarily provided to 151/Sequoia Elementary School for the period of July 1, 2013 through 8/29/2014.

Fiscal Impact Funding resource name (please spell out) 6010/After School Education & Safety (ASES) Grant not to exceed \$ 2,863.25

- Attachments**
- MOU Amendment
 - Copy of original MOU

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AMENDMENT NO. 1 TO MEMORANDUM OF UNDERSTANDING

The Oakland Unified School District (OUSD) and East Bay Agency for Children (Agency) entered into a Memorandum of Understanding (MOU) on July 1, 2013. The parties agree to amend that Agreement as follows:

1. **Services:** The Funding Source has changed. The scope of work has changed. Additional Scope of Work Attached
If scope of work changed: Provide the revised scope of work including description of expected final results, such as services, materials, additional sites to receive services, additional duties, and/or reports; attach additional pages as necessary.
Agency agrees to provide the following amended services:

Lead agency will provide additional services for an academic liaison to support the alignment and integration of the after school program with the regular day; to provide academic leadership, professional development, and data analysis support in addition to attending site meetings and completing all required reports; meet with classroom teachers to identify areas needed for targeted student support; provide after school program staff information about student progress and aligned materials; weekly coaching opportunities and monthly professional development support as needed for the after school program at Sequoia Elementary School.

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

3. **Compensation:** The compensation is unchanged. The compensation has changed.
If the compensation is changed: The MOU price is amended by:
 Increase of \$ 2,863.25 to original MOU amount – Funding Source: 6010 / After School Education and Safety (ASES) Grant
 Decrease of \$ _____ to original MOU amount– Funding Source: _____
The New Cumulative Amount of ISA(s) is not to exceed: Ninety Five Thousand, Eight Hundred Sixteen and 25/100's dollars (\$ 95,816.25).

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

5. **Amendment History:** There are no prior amendments to this MOU. This MOU has previously been amended as follows:

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

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

OAKLAND UNIFIED SCHOOL DISTRICT

AGENCY

President, Board of Education
 Superintendent

Date

Contractor Signature

Date

Secretary, Board of Education

Date

Print Name, Title

Director

AFTER SCHOOL BUDGET PLANNING SPREADSHEET

ELEMENTARY & MIDDLE SCHOOLS 04.2013

Site Name: Sequoia Elementary							
Site #: 151			ASES	OFCY	Program Fees (if applicable)	Other Lead Agency Funds	
Average # of students to be served daily (ADA): 85	%		Resource 6010, Program 1553 OUSD Lead Agency	Grantee:	Lead Agency	Lead Agency	Lead Agency
TOTAL GRANT AWARD			\$112,500	\$0	\$60,000	\$0	\$0

CENTRAL COSTS: INDIRECT, ADMIN, EVAL, PD, CUSTODIAL, SUPPLIES

OUSD Indirect (5%)			\$5,357				
OUSD ASPO admin, evaluation, and training/technical assistance costs			\$7,009				
Custodial Staffing and Supplies at 3.17%			\$3,174				
TOTAL SITE ALLOCATION			\$96,959				

CERTIFICATED PERSONNEL

1120	Academic Liaison/Quality Support Coach REQUIRED						\$0
1120	Certificated Teacher Extended Contracts		\$0				\$0
							\$0
Total certificated			\$0				\$0

CLASSIFIED PERSONNEL

2205	Site Coordinator (list here, if district employee)			\$0	\$0	\$6,937	\$0	\$0
2220	SSO		\$0				\$0	
			\$0					
Total classified			\$0	\$0	\$0		\$0	\$0

BENEFITS

3000's	Employee Benefits for Additional Time (20% of total salaries paid as extended contracts or overtime)							
3000's	Employee Benefits for Salaried Employees (40%)		\$0					
3000's	Lead Agency benefits (rate: 25 %)		\$8,671			\$7,115		
Total benefits			\$0	\$8,671	\$0		\$0	\$0

BOOKS AND SUPPLIES

4310	Supplies (OUSD only, except for Summer Supplemental)							
4310	Curriculum (OUSD only)		\$1,007			\$1,000	\$0	\$0
5829	Field Trips		\$0				\$0	\$0
4420	Equipment (OUSD only)		\$0				\$0	\$0
Total books and supplies			\$1,007	\$0	\$0		\$0	\$0

CONTRACTED SERVICES

5825	Site Coordinator (list here if CBO staff)			\$35,184		\$6,937			
5825	Program Director					\$11,000			
5825	Academic Instructors (3 Instructors x 9.5 hrs/wk (direct Service) x 39 wks x \$17) + (3 instructors x 2.5 hrs/wk prep x 39 wks x \$17) + (3 instructors x 20 hrs PD X \$17) = \$24,887 (ASES is paying for 36 weeks = \$22,032)			\$22,032		\$2,855			
5825	Enrichment Instructors (6 instructors x 5.5 hrs/wk direct service x 39 wks x \$19) + (6 instructors x 1 hrs/wk prep x 39 wks x \$19) + (6 instructors x 20 hrs/wk PD x \$1) = \$31,179 (ASES is paying for 36 weeks = \$24,549)			\$24,549		\$6,630			
5825	2 Americorp Members					\$15,000			
5825	Afterschool Academic Liaison- contracted by EBAC			\$2,500					
Total services				\$0	\$84,265	\$0	\$42,422	\$0	\$0

IN-KIND DIRECT SERVICES

							\$0	\$0
Total value of in-kind direct services							\$0	\$0

2012-2013 Elementary/Middle School After School Program Budget

LEAD AGENCY ADMINISTRATIVE COSTS

Lead Agency admin (4% max of total contracted \$)			\$3,016.52	\$0	\$17,578		\$2,422
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SUBTOTALS

Subtotals DIRECT SERVICE	85	\$2,689	\$92,936	\$0	\$42,422	\$0	\$0
Subtotals Admin/Indirect	15	\$13,858	\$3,017	\$0	\$17,578		\$2,422

TOTALS

Total budgeted per column		\$16,548	\$95,953	\$0	\$60,000	\$0	\$2,422
Total BUDGETED	100	\$112,500		\$0	\$60,000	\$0	\$2,422
BALANCE remaining to allocate		\$0		\$0	\$0		
TOTAL GRANT AWARD/ALLOCATION TO SITE		\$112,500		\$0	\$60,000		

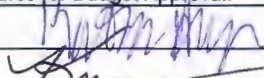

ASES MATCH REQUIREMENT:

ASES requires a 3:1 match for every grant award dollar awarded.

\$0.00

Total Match amount required for this grant:	37,500
Facilities count toward 25% of this match requirement:	9,375
Remaining match amount required:	28,125
Match should be met by combined OFCY funds, other site funds, private dollars, and in-kind resources. This total equals:	60,000
Total Match amount left to meet:	-31,875

Required Signatures for Budget Approval:

Principal:	
Lead Agency:	 CCSCW



CERTIFICATE OF LIABILITY INSURANCE

OP ID: AN

DATE (MM/DD/YYYY)

11/08/13

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

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

PRODUCER Cook, Disharoon & Greathouse P.O. Box 12909 Oakland, CA 94604- David D. DeMeter		510-437-1900	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: EASTBA1	FAX (A/C, No):
INSURED East Bay Agency for Children Attn: Debbie Christou 303 Van Buren Avenue Oakland, CA 94610	INSURER(S) AFFORDING COVERAGE		NAIC #	
INSURER A : NIAC		INSURER B :		NAIC
INSURER C :		INSURER D :		
INSURER E :		INSURER F :		

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

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X	201308866NPO	11/14/13	11/14/14	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 20,000
	<input checked="" type="checkbox"/> Per Loc Gen Agg					PERSONAL & ADV INJURY \$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 3,000,000
						PRODUCTS - COMP/OP AGG \$ 3,000,000
						\$
A	AUTOMOBILE LIABILITY		201308866NPO	11/14/13	11/14/14	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS					PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS					\$
<input type="checkbox"/> NON-OWNED AUTOS	\$					
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR		201308866UMBPO	11/14/13	11/14/14	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$ 1,000,000
	<input type="checkbox"/> DEDUCTIBLE					\$
	<input checked="" type="checkbox"/> RETENTION \$ \$10,00					\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N <input type="checkbox"/> N/A				WC STATUTORY LIMITS OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)					E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$
A	Social Services		20130886NPO	11/14/13	11/14/14	Aggregate 3,000,000
	Professional Liab					Ea Claim 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 RE: Family Resource Center Services @ Lakeview Campus

CERTIFICATE HOLDER**CANCELLATION**

OAKLUSD Oakland Unified School Dist. Family, School & Community Partnership 746 Grand Ave Oakland, CA 94610	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Andrea Noguera</i>
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)

Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy, and for which a certificate of insurance naming such person or organization as additional insured has been issued, but only with respect to their liability arising out of their requirements for certain performance placed upon you, as a nonprofit organization, in consideration for funding or financial contributions you receive from them. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

NOTEPAD:

HOLDER CODE OAKLUN2
INSURED'S NAME East Bay Agency for Children

EASTBA1
OP ID: AN

PAGE 2
DATE 11/18/13

Oakland Unified School District, its officers, employees, volunteers and agents are Additional Insured under General Liability, per endorsement #CG2026 07/04 attached.

Board Office Use: Legislative File Info.	
File ID Number	13-1673
Introduction Date	8/28/13
Enactment Number	13-1726
Enactment Date	8-28-13



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

Memo

To Board of Education
 From Gary Yee Ed.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) August 28, 2013

Subject Memorandum of Understanding - East Bay Agency for Children (contractor) -
 151/Sequoia Elementary School(site/departmen)

Action Requested Approval of Memorandum of Understanding between Oakland Unified School District and East Bay Agency for Children for services to be primarily provided to Sequoia Elementary School.

Background
A one paragraph explanation of why the consultant's services are needed.
 The After School Education and Safety (ASES) Program is the result of the 2002 voter approved initiative, Proposition 49. This proposition amended California Education Code 8482 to expand and rename the former Before and After School Learning and Safe Neighborhood Partnerships Program. The ASES Program funds the establishment of local after school education and enrichment programs. These programs are created through partnerships between schools and local community resources to provide literacy, academic enrichment and safe, constructive alternatives for students in kindergarten through ninth grade. The ASES program is defined within the language of SB 638 and Education Code (EC) sections 8482 through 8484.6.

Discussion
One paragraph summary of the scope of work.
 Approval by the Board of Education of a Memorandum of Understanding between Oakland Unified School District and East Bay Agency for Children, Oakland, CA, for the latter to provide services as lead agency to provide program coordination, math intervention, homework support, student supervision and a variety of enrichment services for Sequoia Elementary School's comprehensive After School Program in the capacity of the After School Education and Safety (ASES) Grant for the period of July 1, 2013 through August 29, 2014, in the amount of \$92,953.00.

Recommendation Approval of Memorandum of Understanding between Oakland Unified School District and East Bay Agency for Children. Services to be primarily provided to 151/Sequoia Elementary School for the period of July 1, 2013 through August 29, 2014.

Fiscal Impact Funding resource name (please spell out) 6010/After School Education and Safety (ASES) Grant in an amount not to exceed \$92,953.00.

Attachments

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

**Memorandum of Understanding 2013 – 2014
Between Oakland Unified School District and
East Bay Agency for Children**

1. **Intent.** This Memorandum of Understanding ("MOU") establishes the Oakland Unified School District's ("OUSD") intent to contract with East Bay Agency for Children ("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 151/Sequoia Elementary School under the following grants:
- After School Education and Safety Program ("ASESP")
 - California Department of Education ("CDE") 21st Century Community Learning Center (21st CCLC)
 - Oakland Fund for Children and Youth - This MOU will also outline services provided on OUSD school grounds through the Oakland Fund for Children and Youth ("OFCY") After-School Initiative funds that shall be utilized as matching funds to CDE ASESP and 21st CCLC funds.
 - Private grants
2. **Term of MOU.** The term of this MOU shall be July 1, 2013 to August 29, 2014 and may be extended by written agreement of both parties.
3. **Termination.** OUSD may at any time terminate this MOU for any or no reason upon not less than five (5) days written notice to AGENCY. OUSD shall compensate AGENCY for services satisfactorily provided through the date of termination. In addition, OUSD may terminate this MOU for cause should AGENCY fail to perform any part of this MOU. In the event of termination for cause, OUSD may secure the required services from another contractor. If OUSD's cost of procuring services from another contractor exceeds the cost of providing the services pursuant to this MOU, AGENCY shall pay the additional cost.
4. **Compensation.** The ASESP and 21st CCLC grant award amount for 151/Sequoia Elementary School is \$92,953.00. 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 ASESP and 21st CCLC grants shall be based on actual student attendance rates (\$7.50 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 \$7.50 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 ASESP and 21st CCLC grants to be processed. Exhibit A (Attendance Reporting Schedule 2013-2014")
- 4.2.1. **Reconciliation Process for Positive Attendance Based Grant Funds.** OUSD will adjust the payment of the "positive attendance based" grants based on quarterly review of monthly invoices and attendance for services rendered related to the ASESP, 21ST CCLC (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 ASEP and 21st Century grant awards for central indirect, administrative, custodial, evaluation, and direct service training and technical assistance.

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 ASEP and 21st Century grants within the grant-mandated allowable 15% for total indirect/administrative costs. The agency administrative fees charged to the ASEP and 21st CCLC grants must be used for direct administrative costs and cannot be used for agency indirect costs. Direct administrative costs consist of expenditures for administrative activities that provide a direct benefit to the ASEP and 21st CCLC programs. Indirect costs consist of expenditures for administrative activities that are necessary for the general operation of the agency, but that cannot be tied to the ASEP and 21st CCLC programs.

4.5. Program Budget. Due to result-based budgeting, the grant will remain as part of the site budget. Funds will be encumbered from the site budget on behalf of AGENCY for the school year 2013-2014 and will not exceed \$92,953.00 in accordance with **Exhibit B** ("ASEP/21st CCLC Planning Tool/Comprehensive After School Program Budget for AGENCY 2013-14").

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.

4.7. Program Fees. The intent of the ASEP and 21st CCLC programs is to establish local programs that offer academic assistance and enrichment for students in need of such services regardless of their ability to pay. Though it is not against the rules to charge fees for participation in programs, the CA Department of Education discourages it because it could exclude students in need from attending and taking advantage of the after school program. Fees should not create a barrier to participation in the after school program. After school services must be equally accessible to all students targeted for services regardless of their ability to pay. Programs that propose to charge fees may not prohibit any family from participating 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 151/Sequoia Elementary School, will be responsible for operations and management of the ASEP, 21st CCLC, OFCY, and private grants contracted to AGENCY by OUSD for fiscal year 2013-2014. This shall include the following required activities:

5.1. Student Outcomes. AGENCY shall achieve the student outcomes as described in the grant application narrative and articulated in documents from the program evaluation team. AGENCY agrees to develop school specific outcomes, as defined in partnership with the principal. AGENCY recognizes that the principal is the chief decision maker for after school and summer programs, and ensures that school site objectives are met.

5.1.1. Alignment with Community School Strategic Site Plan (CSSSP). AGENCY will ensure the after school program aligns with OUSD and 151/Sequoia Elementary School and objectives to ensure the success of students as articulated in the Community School Strategic Site Plan (CSSSP). AGENCY will work in partnership with the school principal to ensure that the program components are aligned with and complement OUSD standards and school site curriculum.

5.2. Oversight. AGENCY will provide oversight, fiscal management, payroll services, technical assistance, and facilitation of collaboration with other service providers. Agency must ensure compliance with ASEP and 21st CCLC 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 1st through 5th grade students at 151/Sequoia Elementary School, to serve sufficient number of students and run services for a sufficient number of days to earn the full core grant allocation of funding.

5.4. Program Requirements

5.4.1. Program Hours. The program shall be offered Monday through Friday, every regular school day annually, commencing immediately upon the conclusion of the regular school day, operating a minimum of 15 hours/week, and until 6:00 pm daily. Instructional activities must include a balance of both academic and enrichment/recreation components.

5.4.2. Program Days. The program shall be offered a minimum of 177 - 180 days during the 2013 - 2014 school year. AGENCY will close the ASEP and 21st CCLC program no more than a maximum of 3 days in the 2013-14 school year for staff professional development, as permitted by Education Code. Programs that receive 21st CCLC Supplemental grant funds or private funding for summer shall additionally operate a sufficient number of days and hours in the summer, on weekends, and during intercession in the manner prescribed by the grant legislation and/or funder, in order to meet attendance goals required by the CA Department of Education and/or the funder.

5.4.3. Program Components. AGENCY agrees to provide programming that supports the guidelines as outlined in the ASEP and 21st CCLC grants for students at 151/Sequoia Elementary School. AGENCY acknowledges and agrees to provide programming consistent with grant guidelines including, but not limited to:

- **Educational and Literacy.** An educational and literacy element that must provide tutoring and/or homework assistance designed to help students meet state standards in one or more of the following core academic subjects: reading/language arts, mathematics, history and social studies, or science. A broad range of activities may be implemented based on local student needs and interests.
- **Enrichment.** The enrichment element must offer an array of additional services, programs and activities that reinforce and complement the school's academic program. Enrichment may include but is not limited to arts, youth development, leadership, recreation, sports, music, career awareness, college interest, service learning and other youth development activities based upon student needs and interests. All programs must offer both enrichment and recreation/physical fitness activities as core components of the after school program and summer program.
- **Family Literacy Services.** In all programs receiving 21st CCLC grant funds, AGENCY shall assess the need for family literacy services among adult family members of the 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.
- **Supplemental and Summer Services.** In all programs receiving 21st CCLC Supplemental grant funds or private funding for summer, AGENCY will provide educational and enrichment programming in the summer, on weekends, and/or during intercessions. A broad range of activities may be implemented based on local student needs and interests, and district guidelines for summer programming.

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 151/Sequoia Elementary School
- OUSD After School Programs Office
- OUSD central administration departments
- Parents/Guardians
- Youth
- Community organizations and public agencies

5.9. Licenses. AGENCY shall obtain and keep in force all licenses, permits, and certificates necessary for the performance of this Agreement.

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

- AGENCY shall provide each Site Administrator and the OUSD After School Programs Office with a schedule of all after school program field trips and/or off site events and/or off site activities by the first day of each semester, and a schedule of all summer field trips and/or off site events and activities by the first day of the summer program, if AGENCY is providing summer services (**Exhibit D**)
- AGENCY hereby certifies that after school and summer program staff and/or subcontractors will comply with the following procedures for all field trips, off site events and off site activities:

6.1. Licenses Permission Slips/Acknowledgement. Field trip/excursion permission slip must be signed by parent(s)/guardian(s) of all student participants and an acknowledgement must be signed by all adult chaperones both of which shall include the following information:

6.1.1. a full description of the trip and scheduled activities

6.1.2. student/adult participant health information

6.1.3. "Notice of Waiver of All Claims: Education Code § 35330 provides that all persons making a field trip or excursion shall be deemed to have waived all claims against any school district, charter school, or the State of California for injury, accident, illness or death occurring during or by reason of the field trip or excursion, regardless of who holds the claims. If the field trip or excursion to which this permission slip applies is out-of-state, I hereby knowingly waive all of my and my daughter's/son's/ward's claims against any school district, charter school, and/or the State of California for injury, accident, illness or death occurring during or by reason of the out-of state field trip or excursion."

6.2. After school and summer program staff or subcontractors leading trip must have a written list of students attending trip.

6.3. No student shall be prevented from making a trip due to lack of sufficient funds.

6.4. After school and summer program staff or subcontractors leading trip shall have a sufficient first aid kit in his or her possession or immediately available. If the trip is conducted in areas known to be infested with poisonous snakes, this first aid kit shall contain medically accepted snakebite remedies.

6.5. Health Conditions/Medication: Trip participant health information will be gathered and reviewed in advance of trip and any needed revisions to supervision plan made, including making sure that chaperones understand relevant information (eg food allergies). A plan will be developed to collect, secure, and dispense prescription medications from their original containers only and consistent with physician's instructions.

6.6. Supervision

6.6.1. AGENCY Executive Director must review and approve supervision plan.

6.6.2. Trip as structured is appropriate to age, grade level and course of study.

6.6.3. Chaperones are all AGENCY employees or subcontractors, parent(s)/guardian(s), or other authorized chaperones and are 21 or older. After School and Summer Program Coordinators and lead trip staff are satisfied that all chaperones are willing and able to perform required duties, including understanding and implementing instructions, understanding health information for students in their group, and responding effectively in the event of an emergency. Trip attendees shall be limited to assigned school or early childhood education or after school program staff, students and authorized chaperones. Guests, including but not limited to friends and other family members, are strictly prohibited absent prior written approval of the after school program coordinator or AGENCY executive director. Before the trip, after school 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; and (I) students receive instruction in safe conduct on bus or other transport; and (J) drivers shall receive safety and emergency instructions and information which shall be kept in their vehicle, including health and emergency information for each student riding in his/her vehicle.

6.8. AGENCY must have reasonable confirmation that all organizations involved in the trip have demonstrated expertise and exhibit reasonably safe and reputable operating procedures and business practices appropriate to student trips.

6.9. Vendor is licensed to provide all proposed activities.

6.10. Voluntary Student Accident Insurance must be made available for purchase (required for all trips). All student participants on higher risk activities (e.g. swimming, snow trips, horseback riding, sailing, rafting, etc) must be covered by medical or accident insurance.

6.10.1. Parents/guardians must be informed that there is no District insurance for the trip;

6.10.2. Program fees must include coverage for accidents or injuries to participants by an insurance carrier authorized to do business in California.

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

6.11.1. Definition of High Risk Activities

6.11.1.1. Because of concerns about the risk to student safety, the after school program coordinator shall not permit the following activities on campus or during AGENCY sponsored after school 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 (**attached as Exhibit E**), executed by either the participant if he or she is 18 years of age or older, or the participant's parent or legal guardian if the participant is under 18 years of age
- 6.13.2. Should AGENCY fail to provide an original, properly completed, signed and dated East Bay Regional Park District Waiver for each trip participant as defined in Section 6.13.1 above, AGENCY agrees to hold harmless, defend and indemnify OUSD, its officers, employees, volunteers and agents from all claims and actions resulting therefrom.

- 7. **Financial Records.** AGENCY agrees and understands that OUSD is responsible for fiduciary and programmatic oversight for the expenditure of the ASESP and 21st CCLC grant funds contracted to AGENCY by OUSD for fiscal year 2013-2014. AGENCY will function as a sub recipient of funding and as such will follow all required fiscal guidelines and meet outlined standards as referenced in applicable

Federal and State sub recipient guidelines. AGENCY will ensure that all contracted funds of this MOU are expended as per grant guidelines.

7.1. Accounting Records. AGENCY will maintain its accounting records based upon the principles of fund accounting.

7.2. Disputes. AGENCY shall make all records related to ASESP, 21ST CCLC 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 ASES, 21st Century Core Grant, 21st Century Direct Access, or 21st Century Family Literacy funds.

8.3. Invoice Requirements. AGENCY will submit invoices with evidence of the following staff qualifications for each AGENCY employee and AGENCY agent, including employees of subcontracting agencies and volunteers: TB Clearance, current CA Department of Justice and FBI fingerprint clearance, and Instructional Aide requirement. AGENCY will utilize the required OUSD invoicing and staff qualifications form (**Exhibit F**) for regular invoice submission.

8.4. Submission of Invoices. AGENCY must submit invoices to OUSD on a timely and regular basis for services rendered. OUSD will not accept invoices submitted more than thirty days beyond the end of each fiscal quarter. No invoices will be accepted more than 30 days past the end of June 30 of the contractual fiscal year. AGENCY must also submit invoices according to specific invoicing deadlines as outlined by OUSD to ensure timely processing. (**Exhibit G**)

8.5. Submission of Invoices for ASESP and 21st Century Grants. For services rendered related to the ASESP and 21st CCLC grants, OUSD shall pay AGENCY, on a monthly basis, for appropriately documented expenses related to the ASESP and 21ST CCLC grants, with a cumulative total for 2013-14 not to exceed \$92,953.00 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 2013-14 fiscal year to reflect additional changes resulting from such legislation.

11. Conduct of Consultant

11.1. Child Abuse and Neglect Reporting Act. AGENCY will comply with the Child Abuse and Neglect Reporting Act (CANRA) guidelines as Mandated Reporters to report suspicions of possible child abuse to the appropriate reporting agency as stated in California Penal Code § 11164 – 11174.

11.2. Staff Requirements. AGENCY will adhere to the following staff requirements for each AGENCY "agent", including employees, staff of subcontracting agencies, and volunteers. AGENCY will provide OUSD with evidence of staff qualifications, consistent with invoicing requirements outlined in Section 8.3 which include:

11.2.1. Tuberculosis Screening. Current documentation of negative TB Test (PPD) on file for each AGENCY agent working with students.

11.2.2. Fingerprinting of Agents. Current California Department of Justice (CDOJ) fingerprint clearance and FBI fingerprint clearance for each AGENCY agent working with students. AGENCY shall not permit its agents to come into contact with students until CDOJ and FBI clearance is ascertained, and AGENCY shall certify in writing to OUSD that none of its agents who may come into contact with pupils have been convicted of a violent or a serious felony. AGENCY shall further certify that it or its subcontracting agencies have received and reviewed fingerprint results for each of its agents, and Agency or its subcontracting agencies shall request and review subsequent arrest records for all agents who may come into contact with OUSD pupils in providing services to the District under this Agreement.

11.2.3. Minimum Qualifications. AGENCY staff and agents who directly supervise students and are included in the 1:20 staff to student ratio must meet the following minimum qualifications for an instructional aide: a high school diploma or its equivalency and one of the following: (a) an AA degree; or completion of 48 semester units in college; or (b) successful completion of the Instructional Assistant exam, administered by the Alameda County Office of Education.

- 11.3. Removal of Staff.** In the event that OUSD, in its sole discretion, at any time during the term of this MOU, desires the removal of any AGENCY related persons, employee, representative or agent from OUSD school site and/or property, AGENCY shall immediately upon receiving notice from OUSD of such desire, cause the removal of such person or persons. In the event OUSD requests the removal of any AGENCY related persons, employee, representative or agent from OUSD school site and/or property, the OUSD site administrator shall provide to the AGENCY written, supporting rationale for the decision. OUSD After School Program Office, after conferring with Legal and the Executive Officer supporting the site, shall decide, taking all the facts and circumstances into account, if AGENCY may reassign an employee or agent to another OUSD site. Prior to the removal or change of any AGENCY staff member who is a regular part of the after school program, AGENCY shall inform the Site Administrator with as much notice as possible, and will work with the Site Administrator to ensure a smooth transition in staffing.
- 11.4. Conflict of Interest.** AGENCY shall abide by and be subject to all applicable OUSD policies, regulations, statutes or other laws regarding conflict of interest. AGENCY shall not hire any officer or employee of OUSD to perform any service by this Agreement. AGENCY affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between AGENCY's family, business or financial interest and the services provided under this MOU, and in the event of change in either private interest or services under this MOU, any question regarding possible conflict of interest which may arise as a result of such change will be brought to OUSD's attention in writing.
- 11.5. Drug-Free / Smoke Free Policy.** AGENCY understands that OUSD does not permit drugs, alcohol, and/or smoking at any time in any buildings and/or grounds on OUSD property. AGENCY agrees to adhere to this policy for its students, staff, visitors, employees and or subcontractors.
- 11.6. Non-Discrimination.** Consistent with the policy of OUSD in connection with all work performed under Contracts, AGENCY shall not engage in unlawful discrimination in employment on the basis of actual or perceived race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex or sexual orientation. AGENCY agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and OUSD policy. In addition, AGENCY agrees to require like compliance by all its subcontractor(s).
- 12. Indemnification.** AGENCY shall indemnify, hold harmless and defend OUSD and each of its officers, officials, employees, volunteers and agents from any loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by OUSD, AGENCY or any other person and from any claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of performance of this MOU. AGENCY's obligations under the preceding sentence shall apply jointly and severally regardless of whether OUSD or any of its officers, officials, employees, volunteers or agents are actively or passively negligent, but shall not apply to any loss of liability, fines, penalties, forfeitures, costs or damages caused solely by the active negligence or by the willful misconduct of OUSD. If AGENCY 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].

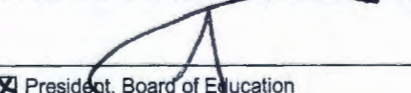
15. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

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 District certifies to the best of its knowledge and belief, that it and its principals: Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, verifies that this vendor does not appear on the Excluded Parties List. <https://www.sam.gov/portal/public/SAM>

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

OAKLAND UNIFIED SCHOOL DISTRICT

 8/29/13
Date

- President, Board of Education
- State Administrator
- Superintendent


 8/29/13
Date

Secretary,
Board of Education

 8/29/13
Date

Associate Superintendent
Family, School, and Community Partnerships Dept.

AGENCY

 7/2/13
Date

Agency Director Signature

Aetha Subcator Interim Education 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

Kathryn Weyer 7-8-13
Principal Date

Sarah J. O. 7/16/13
Regional Executive Officer Date

MOU template approved by Legal May, 2013

- 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, 2013	August 10, 2013
August 1 - August 30, 2013	September 10, 2013
September 1-30, 2013	October 10, 2013
October 1-30, 2013	November 10, 2013
November 1-30, 2013	December 10, 2013
December 1-31, 2013	January 10, 2014
January 1-31, 2014	February 10, 2014
February 1-28, 2014	March 10, 2014
March 1-31, 2014	April 10, 2014
April 1-30, 2014	May 10, 2014
May 1-31, 2014	June 10, 2014
June 1-30, 2014	July 10, 2014

Exhibit B

ASES and 21st CCLC After School Program Plan
and After School Budget Planning Spreadsheet

(Template distributed separately)

INSERT HERE

2012-2013 Elementary/Middle School After School Program Budget

AFTER SCHOOL BUDGET PLANNING SPREADSHEET

ELEMENTARY & MIDDLE SCHOOLS 04.2013

Site Name: Sequoia Elementary			ASES	OFCY	Program Fees (if applicable)		Other Lead Agency Funds
Site #: 151			Resource 6010, Program 1553				
Average # of students to be served daily (ADA): 85	%		OUSD Lead Agency	Grantee	Lead Agency		Lead Agency
TOTAL GRANT AWARD			\$112,500	\$0	\$60,000	\$0	\$0

CENTRAL COSTS: INDIRECT, ADMIN, EVAL, PD, CUSTODIAL, SUPPLIES

OUSD Indirect (5%)		\$5,357					
OUSD ASPO admin, evaluation, and training/technical assistance costs		\$7,009					
Custodial Staffing and Supplies at 3.17%		\$3,174					
TOTAL SITE ALLOCATION		\$96,959					

CERTIFICATED PERSONNEL

1120	Academic Liaison/Quality Support Coach REQUIRED		\$2,500				\$0
1120	Certificated Teacher Extended Contracts		\$0				\$0
							\$0
	Total certificated		\$2,500				\$0

CLASSIFIED PERSONNEL

2205	Site Coordinator (list here, if district employee)			\$0	\$0	\$6,937	\$0	\$0
2220	SSO		\$0				\$0	
			\$0					
	Total classified		\$0	\$0	\$0		\$0	\$0

BENEFITS

3000's	Employee Benefits for Additional Time (20% of total salaries paid as extended contracts or overtime)		\$500					
3000's	Employee Benefits for Salaried Employees (40%)		\$0					
3000's	Lead Agency benefits (rate 25 %)			\$8,671		\$7,115		
	Total benefits		\$500	\$8,671	\$0		\$0	\$0

BOOKS AND SUPPLIES

4310	Supplies (OUSD only, except for Summer Supplemental)		\$1,007			\$1,000	\$0	\$0
4310	Curriculum (OUSD only)		\$0				\$0	\$0
5829	Field Trips		\$0				\$0	\$0
4420	Equipment (OUSD only)		\$0				\$0	\$0
	Total books and supplies		\$1,007	\$0	\$0		\$0	\$0

CONTRACTED SERVICES

5825	Site Coordinator (list here if CBO staff)			\$34,684		\$6,937		
5825	Program Director					\$11,000		
5825	Academic Instructors (3 Instructors x 9.5 hrs/wk (direct Service) x 39 wks x \$17) + (3 Instructors x 2.5 hrs/wk prep x 39 wks x \$17) + (3 Instructors x 20 hrs PD x \$17) = \$24,887 (ASES is paying for 36 weeks = \$22,032)			\$22,032		\$2,855		
5825	Enrichment Instructors (6 Instructors x 5.5 hrs/wk direct service x 39 wks x \$19) + (6 Instructors x 1 hrs/wk prep x 39 wks x \$19) + (6 Instructors x 20 hrs/wk PD x \$1) = \$31,179 (ASES is paying for 36 weeks = \$24,549)			\$24,549		\$6,630		
5825	2 Americorp Members					\$15,000		
5825								
	Total services		\$0	\$81,265	\$0	\$42,422	\$0	\$0

IN-KIND DIRECT SERVICES

							\$0	\$0
	Total value of in-kind direct services						\$0	\$0

2012-2013 Elementary/Middle School After School Program Budget

LEAD AGENCY ADMINISTRATIVE COSTS

Lead Agency admin (4% max of total contracted \$)			\$3,016.52	\$0	\$17,578		\$2,422
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SUBTOTALS

Subtotals DIRECT SERVICE	85	\$5,689	\$89,936	\$0	\$42,422	\$0	\$0
Subtotals Admin/Indirect	15	\$13,858	\$3,017	\$0	\$17,578		\$2,422

TOTALS

Total budgeted per column		\$19,548	\$92,953	\$0	\$60,000	\$0	\$2,422
Total BUDGETED	100	\$112,500		\$0	\$60,000	\$0	\$2,422
BALANCE remaining to allocate		\$0		\$0	\$0		
TOTAL GRANT AWARD/ALLOCATION TO SITE		\$112,500		\$0	\$60,000		

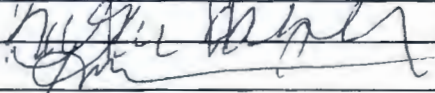
ASES MATCH REQUIREMENT:

ASES requires a 3:1 match for every grant award dollar awarded.

\$0.00

Total Match amount required for this grant:	37,500
Facilities count toward 25% of this match requirement:	9,375
Remaining match amount required:	28,125
Match should be met by combined OFCY funds, other site funds, private dollars, and in-kind resources. This total equals:	60,000
Total Match amount left to meet:	-31,875


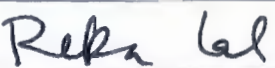
Required Signatures for Budget Approval:

Principal:	
Lead Agency:	

OUSD After School Programs
funded by After School Education and Safety (ASES) and 21st Century Community Learning Center (21st CCLC)
Grants

ASES and 21st CCLC After School Program Plan
Elementary & Middle Schools
2013 - 2014

SECTION 1: School Site Information

School Site: Sequoia Elementary	Date:
Principal Signature: 	Lead Agency Signature: 
After School Site Coordinator Name (if known at this time): Amara Lisy	

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.

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

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

1. To support students' academic work. Students are divided up by grade for the academic component of the program. Instructors meet twice a month with an academic liaison in order to stay aligned with the school academic goals.
2. To enhance student's meaningful learning experiences by providing enrichment activities and allowing students to explore and excel in areas outside of academics.
3. To provide safe and positive space for students to participate in activities afterschool. Students create positive relationships with their peers as well as with caring adults. Afterschool program emphasizes student emotional health through character building.
4. To increase student attendance in school. The afterschool program provides students the opportunity to find something that they are good at or enjoy which helps them want to come to school.

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	Outcomes of Strategic Activities	Data used to assess the strategic activities
<i>As a result of our ASP efforts...</i>	<i>What after school strategic activities will support the desired outcomes?</i>	<i>What short-term outcomes will you expect from your efforts by the end of the school year?</i>	<i>What data will be collected to measure these outcomes?</i>
High School Graduation: How many more Oakland children are graduating from high school?			
Satisfactory School Day Attendance: How many more Oakland children are attending school 95% or more?	<ul style="list-style-type: none"> • Monitor attendance daily and contact families as soon as attendance is an issue. • Bi-Monthly attendance parties for students who have perfect attendance for the two months. • Attendance incentives every day for students outside of the attendance party. • Provide students with engaging activities (student selected and evaluated) to 	<ul style="list-style-type: none"> • Attendance in the program will increase. • Students will state that they are satisfied with program. • Stronger relationships between students and staff and families and staff. 	<ul style="list-style-type: none"> • 4 Student attendance parties will be held throughout the year. • Program will have 85% ADA. • 80% of surveyed students will state that they enjoy coming to the afterschool program. • 90% of surveyed students will state that there is an adult who cares about them in the

	<p>keep them interested and coming to program.</p> <ul style="list-style-type: none"> • Consistent and stable relationships between staff and students and staff and families. 		<p>after school program.</p>
<p>Job Skills/Career readiness: How many more students have meaningful internships and/or paying jobs?</p>			
<p>Health and Well-being: How many more Oakland children have access to, and use, the health services they need?</p>	<ul style="list-style-type: none"> • Staff and/or Site Coordinator will participate in IEP, SSTs for students. • Provide monthly Family Workshops on various health topics (nutrition, ADHD, Bullying, Social Skills, First Aid, Parenting and general health, etc.) • Have a mental Health clinician on staff who sees Medi-cal eligible clients. She also supports staff on strategies for working with children and families. • Mental Health Clinician provides referral services for other mental health and other related services. • Site Coordinator makes referrals for parents all year long (housing, health, mental health, immigration, etc.) • Site Coordinator will provide limited case management to students who are being seen by the clinician. 	<ul style="list-style-type: none"> • Families will feel more connected to afterschool program staff because of our attendance to IEPs and SSTs. • Increased education of parents who attend our family workshops on various parenting and health related topics. • Students and families will be better supported due to our efforts. 	<ul style="list-style-type: none"> • Staff and/or Site Coordinator will participate in 80% of IEPs or SSTs for students in the afterschool program. • 80% of parents participating in family workshops will gain knowledge in how to better the health of their child. • A referral log will be kept to capture the number of referrals made throughout the school year.

SECTION 4: Program Model and Lead Agency Selection

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

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

Description and Rationale for Selection of Lead Agency

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

Founded in 1952 by local parents, East Bay Agency for Children (EBAC) is a comprehensive regional agency making a lasting impact in the lives of more than 21,000 children, youth and their families annually. Our framework is designed to maximize access to social, health and educational services so that children and families have what they need to thrive and become contributing members of their community. EBAC provides three types of programs including: 1) *Specialized Therapeutic and Educational Services*; 2) *School and Community –Based Prevention Programs*; and 3) *Student and Family Support Services*. In keeping with our mission statement, EBAC's 13 programs are "dedicated to assuring the health and educational well-being of children and families through specialized therapeutic, educational and peer support."

EBAC has been managing the afterschool program at Sequoia Elementary since 2000. The partnership between Sequoia Elementary and EBAC has been a strong and productive one. We both share the same goals and each year work on becoming more and more aligned with one another.

Our program not only offers afterschool services to Sequoia Elementary but we also provide mental health services and family resources. EBAC is an integral part of helping support the school's plan for FSCS development. Our staff are onsite during the school day and we participate in SSC and other leadership groups. We help the parent group with coordinating programs, events and services they want to provide afterschool hours. EBAC also is the lead agency for the Day Treatment program housed at Sequoia Elementary. As you can see we are already offering a wide variety of services at the school site that will help the school in its development into a FSCS.

SECTION 5: ATTENDANCE, PROGRAM DATES, AND PROGRAM SCHEDULE

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

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

Required # of Program Days your program will operate during School Year 2013-2014: **177 days required***

Projected Daily Attendance during School Year 2013-2014: **85**

Program Schedule

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

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

SECTION 6: Academics

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

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

Other possible supports may include computer lab, library exploration, project-based learning, coordination with SES tutoring.

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

Activities should be based on sound instructional strategies aligned with the regular school day program.

	Target Population	Academic Support (choose one)	CSSSP goal(s) or school need supported by activity	Measurable Outcomes	Description of program/activity	Instructional Strategies
1	Students in grades 1-5	<input type="checkbox"/> Homework Support <input type="checkbox"/> Tutoring <input type="checkbox"/> Skill Building <input checked="" type="checkbox"/> Academic Intervention <input type="checkbox"/> Other	Students in grades 1-5 will master written and oral English Language, conventions and writing strategies	CST scores: 10% increase in ELA scores	Writing Intervention	<ul style="list-style-type: none"> ▪ Project-based learning ▪ Guided/shared writing ▪ Small/whole group ▪ Use of technology ▪ One-on-one ▪ Modeling ▪ Peer response ▪ Learning centers ▪ Games (writing and reading)
2	Students in grades 1-5	<input type="checkbox"/> Homework Support <input type="checkbox"/> Tutoring <input checked="" type="checkbox"/> Skill Building <input type="checkbox"/> Academic Intervention <input type="checkbox"/> Other	Support below grade level students in reaching key grade level Math and ELA standards	CST scores: 10% increase in ELA & Math scores	Skill Building	<ul style="list-style-type: none"> ▪ Project-based learning ▪ Guided/shared writing ▪ Small/whole group ▪ Use of technology ▪ One-on-one ▪ Teacher modeling ▪ Peer response ▪ Learning centers ▪ Games
3	Students in grades 1-5	<input checked="" type="checkbox"/> Homework Support <input type="checkbox"/> Tutoring <input type="checkbox"/> Skill Building <input type="checkbox"/> Academic Intervention <input type="checkbox"/> Other	Support below grade level students in reaching key grade level Math and ELA standards	Teacher surveys on homework completion	Homework Help	<ul style="list-style-type: none"> ▪ Buddy support ▪ Mentoring ▪ Small/whole group ▪ One-on-one ▪ Modeling ▪ Games ▪ Flexible grouping

SECTION 7: ENRICHMENT & PHYSICAL ACTIVITY / RECREATION

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

Type of Enrichment	Rationale	CSSSP goal(s) or school need supported by activity	Brief Description	Targeted Skills	Measurable Outcome
Eco-Art	<input checked="" type="checkbox"/> Student Identified <input checked="" type="checkbox"/> School Identified <input checked="" type="checkbox"/> Parent Identified <input type="checkbox"/> Other (specify)	Visual and Performing Arts	Students gain an appreciation of their own creativity and that of their peers while learning how to create art from used materials. Students see the potential of art production with objects that people have already consumed.	<input type="checkbox"/> College/Career Readiness <input checked="" type="checkbox"/> Social Skills/Conflict Res. <input type="checkbox"/> Leadership <input checked="" type="checkbox"/> Academic: Ecology <input type="checkbox"/> Health/Fitness <input checked="" type="checkbox"/> Other: Creative Arts & Community	<ul style="list-style-type: none"> ▪ Student attendance ▪ Student and parent satisfaction
Dance	<input checked="" type="checkbox"/> Student Identified <input checked="" type="checkbox"/> School Identified <input checked="" type="checkbox"/> Parent Identified <input type="checkbox"/> Other (specify)	Health and Wellness: Physical Activity	Students learn dance skills focusing on movement, music, cooperation and performance.	<input type="checkbox"/> College/Career Readiness <input checked="" type="checkbox"/> Social Skills/Conflict Res. <input checked="" type="checkbox"/> Leadership <input type="checkbox"/> Academic (specify) <input checked="" type="checkbox"/> Health/Fitness <input type="checkbox"/> Other (specify)	<ul style="list-style-type: none"> ▪ Student attendance ▪ Student and parent satisfaction
Life Skills	<input type="checkbox"/> Student Identified <input checked="" type="checkbox"/> School Identified <input checked="" type="checkbox"/> Parent Identified <input type="checkbox"/> Other (specify)	Increased Student Engagement	Students get the opportunity to talk openly about how they feel about various topics in a safe and secure setting.	<input checked="" type="checkbox"/> College/Career Readiness <input checked="" type="checkbox"/> Social Skills/Conflict Res. <input checked="" type="checkbox"/> Leadership <input type="checkbox"/> Academic (specify) <input checked="" type="checkbox"/> Health/Fitness <input type="checkbox"/> Other (specify)	<ul style="list-style-type: none"> ▪ Student attendance ▪ Student and parent satisfaction
Poetry & Lyrics	<input type="checkbox"/> Student Identified <input checked="" type="checkbox"/> School Identified <input type="checkbox"/> Parent Identified <input type="checkbox"/> Other (specify)	Academic Achievement	Students will get to explore their creative writing skills. They will study the work of other poets and the lyrics of song writers and will get to create their own poems and lyrics.	<input type="checkbox"/> College/Career Readiness <input checked="" type="checkbox"/> Social Skills/Conflict Res. <input checked="" type="checkbox"/> Leadership <input checked="" type="checkbox"/> Academic: Writing, computers, research <input type="checkbox"/> Health/Fitness <input type="checkbox"/> Other (specify)	<ul style="list-style-type: none"> ▪ Student attendance ▪ Student and parent satisfaction

Music	<input checked="" type="checkbox"/> Student Identified <input checked="" type="checkbox"/> School Identified <input checked="" type="checkbox"/> Parent Identified <input type="checkbox"/> Other (specify)	Visual and Performing Arts	<p>Students express their creativity through drums and music. The students are empowered to find their own style in this class.</p>	<input type="checkbox"/> College/Career Readiness <input checked="" type="checkbox"/> Social Skills/Conflict Res. <input type="checkbox"/> Leadership <input type="checkbox"/> Academic (specify) <input type="checkbox"/> Health/Fitness <input type="checkbox"/> Other (specify)	<ul style="list-style-type: none"> ▪ Student attendance ▪ Student and parent satisfaction
Arts & Crafts	<input checked="" type="checkbox"/> Student Identified <input checked="" type="checkbox"/> School Identified <input checked="" type="checkbox"/> Parent Identified <input type="checkbox"/> Other (specify)	Visual and Performing Arts	<p>Students explore their creativity through various arts and crafts projects by using assorted art mediums.</p>	<input type="checkbox"/> College/Career Readiness <input checked="" type="checkbox"/> Social Skills/Conflict Res. <input type="checkbox"/> Leadership <input type="checkbox"/> Academic (specify) <input checked="" type="checkbox"/> Health/Fitness: Fine Motor Skills <input checked="" type="checkbox"/> Other: Creative Arts	<ul style="list-style-type: none"> ▪ Student attendance ▪ Student and parent satisfaction
Recreation	<input checked="" type="checkbox"/> Student Identified <input checked="" type="checkbox"/> School Identified <input checked="" type="checkbox"/> Parent Identified <input type="checkbox"/> Other (specify)	Health and Wellness: Physical Activity	<p>Students participate in team sports such as basketball and kickball, while working to develop leadership and community-building skills through games and role-playing situations that teach group management and conflict resolution.</p>	<input type="checkbox"/> College/Career Readiness <input checked="" type="checkbox"/> Social Skills/Conflict Res. <input checked="" type="checkbox"/> Leadership <input type="checkbox"/> Academic (specify) <input checked="" type="checkbox"/> Health/Fitness <input type="checkbox"/> Other (specify)	<ul style="list-style-type: none"> ▪ Student attendance ▪ Student and parent satisfaction
Gardening	<input checked="" type="checkbox"/> Student Identified <input checked="" type="checkbox"/> School Identified <input checked="" type="checkbox"/> Parent Identified <input type="checkbox"/> Other (specify)	Health and Wellness: Physical Activity	<p>Students get hands on experience working in the garden, learning healthy nutritional habits, planting, composting and sustainable agricultures.</p>	<input type="checkbox"/> College/Career Readiness <input checked="" type="checkbox"/> Social Skills/Conflict Res. <input checked="" type="checkbox"/> Leadership <input checked="" type="checkbox"/> Academic (specify) <input checked="" type="checkbox"/> Health/Fitness <input type="checkbox"/> Other (specify)	<ul style="list-style-type: none"> ▪ Student attendance ▪ Student and parent satisfaction
Fabric Crafts	<input type="checkbox"/> Student Identified <input checked="" type="checkbox"/> School Identified <input checked="" type="checkbox"/> Parent Identified <input type="checkbox"/> Other (specify)	Visual and Performing Arts	<p>Students create projects using various types of fabrics and sewing techniques and are able to use their imaginations to produce tangible and usable art objects.</p>	<input type="checkbox"/> College/Career Readiness <input checked="" type="checkbox"/> Social Skills/Conflict Res. <input checked="" type="checkbox"/> Leadership <input type="checkbox"/> Academic (specify) <input checked="" type="checkbox"/> Health/Fitness: Fine Motor Skills <input checked="" type="checkbox"/> Other: Creative Arts	<ul style="list-style-type: none"> ▪ Student attendance ▪ Student and parent satisfaction

			Students refine their fine motor skills as well as learn how to follow detailed directions.		
Science	X Student Identified X School Identified X Parent Identified <input type="checkbox"/> Other (specify)	Academic Achievement	Students learn everyday science through small scale experiments.	<input type="checkbox"/> College/Career Readiness X Social Skills/Conflict Res. <input type="checkbox"/> Leadership X Academic: Science <input type="checkbox"/> Health/Fitness <input type="checkbox"/> Other (specify)	<ul style="list-style-type: none"> ▪ Student attendance ▪ Student and parent satisfaction
Cooking & Nutrition	X Student Identified X School Identified X Parent Identified <input type="checkbox"/> Other (specify)	Health and Wellness: Physical Activity	Students focus on learning the nutritional value of the foods they eat. Students cook and learn how to make healthy snack options.	<input type="checkbox"/> College/Career Readiness X Social Skills/Conflict Res. <input type="checkbox"/> Leadership X Academic: Math & Nutrition X Health/Fitness <input type="checkbox"/> Other (specify)	<ul style="list-style-type: none"> ▪ Student attendance ▪ Student and parent satisfaction
Legos	X Student Identified X School Identified <input type="checkbox"/> Parent Identified <input type="checkbox"/> Other (specify)	Visual and Performing Arts	Students focus on creating Lego structures by reading detailed diagrams. Legos helps develop student's fine motor skills and critical thinking skills.	<input type="checkbox"/> College/Career Readiness X Social Skills/Conflict Res. <input type="checkbox"/> Leadership X Academic: Spatial Reasoning X Health/Fitness: Fine Motor Skills X Other: Creative Arts	<ul style="list-style-type: none"> ▪ Student attendance ▪ Student and parent satisfaction

SECTION 8: FAMILY ENGAGEMENT / FAMILY LITERACY

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

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

Type of Activity	CSSSP goal(s) or school need supported by activity	Brief Description	Measurable Outcome	Alignment with school day family engagement / family literacy efforts or resources
Family Workshops	Parent Engagement and Involvement	Family Workshops help support and strengthen our families by increasing parents' knowledge and	Parents will increase their knowledge in the specified workshop topic areas.	Supports school-day by filling a gap of service.

		capacity in areas such as health and nutrition, finance, parenting, homework help, etc.		
Family Events (Showcases and Potlucks)	Parent Engagement and Involvement	Family events are hosted throughout the year to bring families together to celebrate our students' achievements.	Families will feel more connected to the school.	Supports school-day by supporting families and creating a sense of community.

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.	
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.	Attendance is monitored daily and families are contacted when attendance is an issue. We work with families on educating them on the importance of attending school and try to find out how we can help support their efforts.
d) Celebrate good attendance and/or offer meaningful incentives to attract and reward students for attending our	Host attendance parties every other month to support student attendance in our programs. Our behavior reward system is

program.

also tied to attendance. The better a student behaves and the more program they attend the more "bucks" they receive to "buy" items from the Healthy Start store.

SECTION 10: Transforming School Culture and Climate

After school programs can play a critical role in support the school's efforts to transform school culture and climate, helping to make schools positive, supportive places for all students to stay engaged, be successful, and thrive.

a) The following are paths that OUSD schools are taking to change discipline and transform school culture and climate. What strategy/strategies is your school utilizing to transform school culture and climate?

- PBIS (Positive Behavioral Interventions and Support)
- Restorative Justice
- Social and Emotional Learning
- Bullying Prevention
- Other: (please specify) **Be the Change: Building Intentional Communities curriculum and training for staff**

b) How will the school and lead agency partner work together to ensure that the after school program is aligned and supporting these efforts, and helping to transform school culture and climate?

Sequoia School day has adopted our afterschool values based behavior system which is a positive reinforcement and positive behavior model.

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

We will support the school-day in their efforts. We ensure that we have a diverse applicant pool of candidates applying for our afterschool staff. (We want our staff to reflect the make-up of our students.) EBAC also provides mentorship program specifically targeting 5th grade boys of color. EBAC also has mental health clinicians on staff to support the school, students and families in these areas.

SECTION 11: Coordination with Other Service Providers

In the Full Service Community School model, the school becomes a hub of services where various types of service providers come together work together and coordinate their efforts to meet the holistic needs of students and families.

<p>The after school Site Coordinator or Director will actively participate in which of the following school group(s), in order to increase alignment between after school and school day efforts?</p>	<p><input type="checkbox"/> COST team (Coordination of Services Team) <input checked="" type="checkbox"/> SST (Student Study Team) <input checked="" type="checkbox"/> SSC (School Site Council) <input type="checkbox"/> ELT (Educational Leadership Team) <input type="checkbox"/> PTA <input type="checkbox"/> Attendance Team/Workgroup <input checked="" type="checkbox"/> CSSSP (Community School Strategic Site Planning) team <input checked="" type="checkbox"/> School Culture/Climate Committee <input type="checkbox"/> Other (specify)</p>
<p>List key community partners whom you will actively collaborate with to accomplish the goals of your program.</p>	<p>Work with CDC to help build our enrollment and help support our families. Friends of Sequoia School (FOSS), parent organization-help support programs and events hosted by parent groups. Be the Chance Consulting: staff training and curriculum.</p>
<p>List all subcontractors who will be paid to deliver after school services.</p>	<p>Girls Inc. subcontracting AmeriCorp staff, HEROs Inc., Music with Mr. Bob</p>
<p>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.</p>	<p>School Day Teachers, Academic Liaison, Mental Health Clinician, Resource Teachers, Attendance Clerks, Custodian and School Secretary.</p>

2013-14 After School Enrollment Policy for Sequoia Elementary School

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 Program Participants	(High School Only) Indicate if participation is <i>Optional</i> or <i>Mandatory</i> for each target population
Students in need of additional academic support	Student CST scores and teacher referrals	N/A
Title 1 Students	Students who are receiving FRL	N/A
Students in need of being engaged in learning	Teacher referrals and parent/caregiver feedback	N/A
Students in need of social and emotional support	Teacher and counselor referrals	N/A
Students with siblings already enrolled in program based on above criteria	Enrollment	N/A

Grade levels prioritized for programming: 1st-5th

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. (For example, if program slots remain open after you have reached out to fill slots with target populations identified above, then by law, you must accept a kindergarten family that desires program services, even if your program prioritizes students in grades 1-5.)

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.

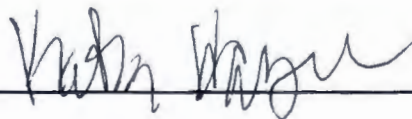
Enrollment Process and Timeline: (Summarize your enrollment timeline below. Describe how your school will identify and recruit students beginning in Spring 2013. Indicate how families will be notified of 2013-14 enrollment before the last day of school, June 13, 2013.)

Timeline	After School Enrollment Steps/Process	Individual(s) responsible
May 2013	Look at student CST scores and FRL list.	Site Coordinator, Principal and Academic Liaison
May 2013	Contact school-day teachers and school counselor for referrals	Site Coordinator
First week of June	Inform families of enrollment process	Site Coordinator
Second week of June	Release applications for 2013-2014 school year and begin accepting applications	Site Coordinator
Third week of June	Notify families who will be enrolled for the 2013-2014 school year.	Site Coordinator
Third week of June	Notify families on the waiting list for 2013-14 school year	Site Coordinator

Important dates to include in your timeline:

- April – June: Spring enrollment for 2013-14 programs.
- Families will be notified of 2013-14 after school enrollment before the last day of school, June 13, 2013.
- After school programs begin on 1st Day of school, with enrollment at a minimum 75% capacity.
- August – September: New school year enrollment of families for remaining program slots.
- Remaining program slots will be filled by September 30, 2013.
- All programs must maintain waitlists after program slots are filled.

Principal Signature: _____



Lead Agency Signature: _____



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

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

Principal initials	Lead Agency initials	2013 - 14 Assurances for Grant Compliance and After School Alignment with School Day
KH	RJ	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.
KH	RJ	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.
KH	RJ	Site Administrator will meet regularly with Site Coordinator to ensure program is meeting identified goals.
KH	RJ	Site will share student outcome data to better refine program (Attendance data, EduSoft, Report Cards, IEP's, etc).
KH	RJ	The principal and lead agency partner have reviewed and discussed the Academic Liaison/Quality Support Coach key responsibilities described on the following page. Both Principal and lead agency partner understand that this role is critical for strengthening staff practices and the quality of the after school program. Site will identify a certificated, qualified individual to serve as the program's Academic Liaison and to fulfill all responsibilities outlined in the role description.
KH	RJ	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.
KH	RJ	Site will invite Site Coordinator to participate on SSC, COST, SST, and CSSSP team to ensure coordination of services.
KH	RJ	Site will coordinate the use of facilities and site level resources in support of program goals.
KH	RJ	Site will provide Site Coordinator with office space that includes access to internet and phone.
KH	RJ	Site Administrator will share the School Site Safety Plan with the Site Coordinator and discuss appropriate policies and procedures to ensure safety during the after school hours.

Principal Signature: _____

Lead Agency Signature: _____

Academic Liaison/Quality Support Coach

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

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

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

Academic Liaison/Quality Support Coaching Planning

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

- A credentialed teacher on staff who has effective skills and experiences in coaching and/or adult learning
- A qualified professional who is part of the school staff
- An OUSD coach connected to the school (i.e. LCI Literacy or Math coach, BTSA coach, etc.)
- Other individual (please specify in detail): **Former 5th grade teacher at the school who is now on special assignment with the social and emotional learning department. He has been our AL for the past few years.**

If known, please specify the name of the person who will fill the Academic Liaison role, and identify his/her role in the school: **Sonny Kim, former 5th grade teacher at Sequoia and now on special assignment with the social and emotional learning department with OUSD.**

b) Some schools are challenged in finding a qualified individual on staff who can fulfill the Academic Liaison/Quality Support Coach role. In this case, the OUSD After School Programs Office will work actively to try to find an OUSD coach to match with the school. Please mark:

My school needs support in finding an individual who can effectively fulfill the role of Academic Liaison/Quality Support Coach. Yes No

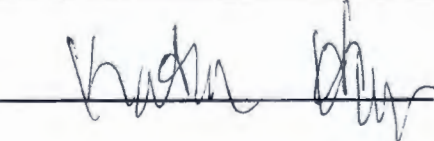

Teachers on Extended Contract for Direct Service

In addition to an Academic Liaison/Quality Support Coach, some schools choose to have teachers on extended contract to provide direct service to students after school, such as after school intervention, support with programs like Achieve 3000 or Fast Forward, and academic enrichment.

Please list specific after school classes/activities that will be facilitated by teachers paid on extended contract.

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

List after school classes/activities that will be facilitated by teachers on extended contract	Anticipated hours/week for teacher on extended contract
None	None

Principal Signature:  Lead Agency Signature: 

After School Safety and Emergency Planning for 2013-14

After School Safety and Emergency Planning

A) The Comprehensive School Site Safety Plan will incorporate the After School Program. The Principal and Site Coordinator will discuss plans and procedures for after school safety, and the Site Coordinator will have access to the Comprehensive School Site Safety Plan.

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.

School site will train site coordinator on all safety procedures, including lockdown procedures and communication protocols. Site Coordinator will then train all afterschool program staff at the beginning of the school year. All emergency procedures are also written in afterschool program instructor manuals.

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:

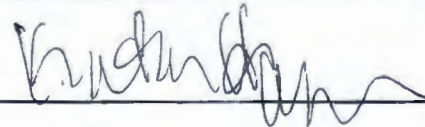
SSO Staffing: (check one)

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

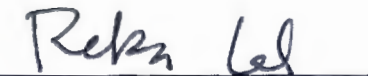
Site will pay Extra time/Over time (ET/OT) to accommodate an after school SSO.

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

Principal Signature: _____



Lead Agency Signature: _____



Professional Development and Staff Wellness

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

a) Programs are allowed up to three days of program closure during the school year to offer staff professional development. Please indicate which three days (if any) your program plans to close this year for PD:

First two days of school and the last day of school.

b) What professional development, coaching, and training supports will be provided by the lead agency partner?

Professional development: Youth Development, SAPQA training, Building Intentional Communities, OUSD PLCs

c) What professional development opportunities will be provided by the school site?

Reading intervention assessments and our staff will be invited to any other training that may suit our program.

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

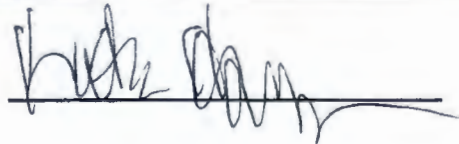
I understand that professional development helps ensure program quality. My program is committed to providing/accessing professional development opportunities for after school staff, based on needs identified by program data. My program will adequately budget for staff time to participate in professional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

Staff Wellness

e) Please describe ways your program will work to support staff wellness over the course of the year:

Staff wellness will be incorporated into check ins at all of our monthly staff meetings. Site Coordinator will check in individually with staff. Staff will be buddied up with another instructor for the school year and they will be responsible to each other to ensure that their buddy is following through with their self-care plan which will be created at the beginning of the year.

Principal Signature: _____



Lead Agency Signature: _____



2013-2014 After School Program Activity Schedule Worksheet
School Site: Sequoia Elementary

Time Blocks: [TIME]	Grade	Monday		Tuesday		Thursday		Friday	
		Activity	Provider	Activity	Provider	Activity	Provider	Activity	Provider
3:00-3:30	All Grades	Snack Check-in	School	Snack Check-in	School	Snack Check-in	School	Snack Check-in	School
3:30-4:30	1 st & 2 nd Grade	Writing	EBAC	Writing	EBAC	Writing	EBAC	Writing	EBAC
	3 rd Grade 4 th Grade 5 th Grade	Eco-Art	EBAC	Music	Mr. Bob	Music	Mr. Bob	Eco-Art	EBAC
		Life Skills	EBAC	Gardening	EBAC	Gardening	EBAC	Life Skills	EBAC
		Poetry & Lyrics	EBAC	Arts & Crafts	EBAC	Arts & Crafts	EBAC	Poetry & Lyrics	EBAC
		Dance	Heros Inc.	Recreation	EBAC	Recreation	EBAC	Dance	Heros Inc.
4:30-5:30	1 st & 2 nd Grade	Legos	EBAC	Music	Mr. Bob	Music	Mr. Bob	Legos	EBAC
	3 rd Grade	Writing	EBAC	Writing	EBAC	Writing	EBAC	Writing	EBAC
	4 th Grade	Writing	EBAC	Writing	EBAC	Writing	EBAC	Writing	EBAC
	5 th Grade	Writing	EBAC	Writing	EBAC	Writing	EBAC	Writing	EBAC
5:30-6:00	All Students	HW Help	EBAC	HW Help	EBAC	HW Help	EBAC	Team-building	EBAC

2013-2014 After School Program Activity Schedule Worksheet

School Site: Sequoia Elementary

Time Blocks:	Grade	Wednesday	
		Activity	Provider
1:20-1:30	All Grades	Check-In & Recess	EBAC
1:30-3:00	3 rd Grade 4 th Grade 5 th Grade	Legos	EBAC
		Cooking/Nutrition	EBAC
		Science	EBAC
		Fabric Crafts	EBAC
1:30-2:30	1 st & 2 nd Grade	Team-Building	EBAC
2:30-3:00	1 st & 2 nd Grade	Story Time	EBAC
3:00-3:30	All Grades	Snack	School
3:30-4:30	All Grades	Circle Time, Workshop and/or Incentive Party Time	EBAC & Community Organizations
4:30-5:30	1 st & 2 nd Grade	Writing	EBAC
	3 rd , 4 th , & 5 th Grade	Writing	EBAC
5:30-6:00	All Students	HW Help	EBAC

Exhibit C
OAKLAND UNIFIED SCHOOL DISTRICT
ASES AND 21ST CENTURY AFTER SCHOOL PROGRAMS

PARENT PERMISSION AND STUDENT INFORMATION - ELEMENTARY AND MIDDLE SCHOOLS

I give my child permission to participate in the 2013-14 _____ After School Program.

Name of School: 151/Sequoia Elementary School

Student's Name

Grade

Date of Birth

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:

Name

Relationship

Phone: work/home/cell

Does your child have health coverage?

____ Yes

____ No

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 LIABILITY

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

Parent/Guardian Signature: _____ Date _____

STUDENT RELEASE/ PICK UP POLICY

As parent/guardian, I understand that the After School Program will begin immediately after school is out and will end by 6:00 p.m. Students will not be released to go home from the After School Program until they are signed out by the parent/guardian or one of the individuals listed below:

Parent/Guardian/Caretaker Signature _____ Date _____

When I am unable to pick my child up, I give After School Program staff permission to release my child to:

Name/Relationship _____ Phone Numbers: Home/Work/Cell _____

Name/Relationship _____ Phone Numbers: Home/Work/Cell _____

REMEMBER: Please pick up your child on time. The program ends by 6:00 p.m. If students are not picked up by 6:00 p.m., After School Program staff are required by law to report to Child Protective or law enforcement. Please note: Three instances of tardiness in picking up your child will result in his/her dismissal from the program.

PERMISSION TO EVALUATE PROGRAMS AND TRACK STUDENT PROGRESS

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

_____ Parent/Guardian Signature

PHOTO/VIDEO RELEASE

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

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

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

_____ Parent/Guardian Signature

EARLY RELEASE WAIVER (OPTIONAL)- ELEMENTARY AND MIDDLE SCHOOL STUDENTS

- ❖ **Elementary School** students are expected to participate in the after school program every day until 6pm, for a total of 15 hours per week.
- ❖ **Middle School** students are expected to participate in the after school program at least 3 days per week until 6pm, for a minimum total of 9 hours per week of participation.

Students who are able to fulfill these attendance requirements have priority for enrollment.

Based on the OUSD Early Release Policy, families can request Early Release of their child from the after school program for any of the following reasons:

- Parallel Program
- Family Emergency
- Personal Family Circumstance
- Medical appointment
- Transportation
- Community safety
- Child accident
- Other conditions, as deemed appropriate

School Site: _____

Name of Program: _____

Name of Student: _____

Grade: _____

I request early release of my child from the After School Program at _____ o'clock p.m.

(please check reason)

- I am concerned for my child's safety in returning home by him/herself after dark.
- I am unavailable to pick my child up after this time.
- Other: _____

As parent/guardian, I hereby release and discharge the Oakland Unified School District and its officers, employees, agents and volunteers from all claims for injury, illness, death, loss or damage that my child may suffer as a result of his/her early release from the After School Program.

Signature of Parent/Guardian

Date

**WAIVER OF PICK UP POLICY AND PERMISSION TO RELEASE WITHOUT SUPERVISION
(OPTIONAL)**

FOR STUDENTS AGES ____ AND OLDER ONLY

School Site: _____

Name of Student: _____

Grade: _____

Date of Birth of Student: _____

If I arrive later than the dismissal time or am unable to pick up my child at the end of the After School Program:

- I give the After School Program staff permission to release my child from the afterschool program without supervision.

As parent/guardian, I hereby release and discharge the Oakland Unified School District and its officers, employees, agents, and volunteers from all claims for injury, illness, death, loss or damage as a result of the release of my child without supervision if I arrive later than dismissal time or am unable to pick up my child at the end of the After School Program day.



Signature of Parent/Guardian

Date

Exhibit E

EAST BAY REGIONAL PARK DISTRICT

WAIVER AND RELEASE OF LIABILITY AND INDEMNITY AGREEMENT

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

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

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

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

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

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

Participant's Name _____
(Print)

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

Signature: _____ Date: _____
Participant Signature (if over 18) or Custodial Parent or Guardian Signature

EBRPD Waiver - Swim Use
Rev. 3/09



**INVOICING AND STAFF QUALIFICATIONS FORM
2013-14**

Basic Directions

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

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

Agency Information

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

Employee, Agent, or Subcontractor Name	ATI #	Current TB Clearance Documentation on File	IA Requirement Documentation on File
		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No



**PROCEDURE FOR INVOICING
Oakland Unified School District
Comprehensive After School Programs 2013-2014**

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

- ◆ All 21st Century and/or ASES invoices must be submitted to the OUSD After School Programs Office in order to be processed and paid. We are located at 746 Grand Ave, Lakeview Campus, Room 3.
- ◆ 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 use the attached invoicing format. 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 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.**

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

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

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



Exhibit G (2)

OAKLAND UNIFIED SCHOOL DISTRICT

**PROCEDURES for PAID INSERVICE/EXTENDED CONTRACTS and TIME SHEETS
OUSD CERTIFICATED TEACHERS 2013-2014**

The following procedures are required in submitting fiscal forms for Paid Inservice/Extended Time for OUSD employees utilizing 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 OUSD After School Programs Office — All 21st Century and/or ASES Paid Inservice/Extended Contracts and Time Sheets must be submitted to the OUSD After School Programs Office in order to be processed and paid. We are located at 746 Grand Ave., Lakeview Campus, room 3.
- ◆ **Union Contract rate for teachers is \$23.16/hr.**
- ◆ **Union Contract rate for Academic Liaisons is \$30.12/hr.**
- ◆ Once the Paid In-service form or Request for Extended Contract has been submitted and approved, only timesheets are required to be submitted for subsequent payments.

Paid In-service/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, 2013	October 15, 2013
October 31, 2013	November 15, 2013
November 22, 2013	December 13, 2013
December 20, 2013	January 15, 2014
January 31, 2014	February 14, 2014
February 28, 2014	March 14, 2014
March 31, 2014	April 15, 2014
April 30, 2014	May 15, 2014
May 30, 2014	June 13, 2014
June 12, 2014	June 30, 2014

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

Exhibit G (3)



OAKLAND UNIFIED
SCHOOL DISTRICT

**PROCEDURES for EXTENDED TIME and/or OVERTIME FORMS (ET/OT)
for OUSD CLASSIFIED EMPLOYEES 2013-2014**

The following procedures are required in submitting fiscal forms for Extended Time and/or Overtime (ET/OT) for OUSD classified employees utilizing 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 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 746 Grand Ave, Lakeview Campus, Room 3.
- ◆ Rate varies depending on employee's hourly rate

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

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

Exhibit H

Certificates of Insurance and Additional Insured Endorsement

INSERT HERE



CERTIFICATE OF LIABILITY INSURANCE

OP ID: AN

DATE (MM/DD/YYYY)

06/28/13

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

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

PRODUCER Cook, Disharoon & Greathouse P.O. Box 12909 Oakland, CA 94604- David D. DeMeter		510-437-1900	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL: ADDRESS: PRODUCER CUSTOMER ID #: EASTBA1	FAX (A/C, No):
INSURED East Bay Agency for Children Attn: Debbie Christou 303 Van Buren Avenue Oakland, CA 94610	INSURER(S) AFFORDING COVERAGE		NAIC #	
INSURER A : NIAC		NAIC		
INSURER B :				
INSURER C :				
INSURER D :				
INSURER E :				
INSURER F :				

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

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	X	201208866NPO	11/14/12	11/14/13	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person)	\$ 20,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 3,000,000
						PRODUCTS - COMP/OP AGG	\$ 3,000,000
							\$
A	AUTOMOBILE LIABILITY		201208866NPO	11/14/12	11/14/13	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS					BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS					PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS						\$
	<input type="checkbox"/> NON-OWNED AUTOS						\$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR		201208866UMBPO	11/14/12	11/14/13	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					AGGREGATE	\$ 1,000,000
	<input type="checkbox"/> DEDUCTIBLE						\$
	<input type="checkbox"/> RETENTION \$						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N <input type="checkbox"/> N/A				WC STATUTORY LIMITS	OTHR
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)					E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$
A	Social Services		201208866NPO	11/14/12	11/14/13	Aggregate	3,000,000
	Professional Liab					Ea Claim	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 OUSD, its officers, employees, volunteers or agents are additional insureds per #CG2026

CERTIFICATE HOLDER**CANCELLATION**

OAKUSD Oakland Unified School District 746 Grand Ave Oakland, CA 94610	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Andrea Noguera</i>
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
--

Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy, and for which a certificate of insurance naming such person or organization as additional insured has been issued, but only with respect to their liability arising out of their requirements for certain performance placed upon you, as a nonprofit organization, in consideration for funding or financial contributions you receive from them. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.

OUSD, its officers, employees, volunteers or agents

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.
--

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.



EASTBAY-01

JBANAAG

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/2/2013

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

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

PRODUCER Walsh Carter & Associates Insurance Services, LLC 425 California Street, #400 San Francisco, CA 94104	CONTACT NAME: PHONE (A/C, No, Ext): (415) 217-6200 FAX (A/C, No): (415) 217-6201 E-MAIL ADDRESS:														
INSURED East Bay Agency for Children 303 Van Buren Ave Oakland, CA 94610	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A : Cypress Insurance Company</td> <td></td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Cypress Insurance Company		INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : Cypress Insurance Company															
INSURER B :															
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

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

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INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	33000594707-131	7/1/2013	7/1/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

*10 DAY NOTICE OF CANCELLATION MAY BE ISSUED FOR NONPAYMENT OF PREMIUM/ NON REPORTING OF PAYROLL.

RE: ONGOING OPERATIONS DURING POLICY PERIOD

CERTIFICATE HOLDER**CANCELLATION**

Julia Fong-Ma Oakland Unified School District 746 Grand Ave Oakland, CA 94610	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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Exhibit I

Statement of Qualifications

INSERT HERE

MEMORANDUM OF UNDERSTANDING ROUTING FORM 2013-2014

Basic Directions

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

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

Agency Information

Agency Name	East Bay Agency for Children		Agency's Contact Person	Beth L. Schecter	
Street Address	303 Van Buren Ave.		Title	Interim Executive Director	
City	Oakland		Telephone	510-268-3770 x110	
State	CA	Zip Code	94610	Email	beth.schecter@ebac.org
OUSD Vendor Number	V001647				
Attachments	<input checked="" type="checkbox"/> Proof of general liability and workers' compensation insurance <input checked="" type="checkbox"/> Statement of qualifications <input checked="" type="checkbox"/> Program Planning Tool and Budget <input checked="" type="checkbox"/> Printout showing this vendor does not appear on the Excluded Parties List. (www.sam.gov/portal/public/Sam/)				

Compensation and Terms – Must be within OUSD Billing Guidelines

Anticipated Start Date	07/01/2013	Date work will end	08/31/2014	Total Contract Amount Grant: \$92,953	\$92,953.00
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Budget Information

Resource #	Resource Name	Org Key #	Object Code	Amount	Req. #
6010	ASES	1511553401	5825	\$92,953.00	R0400690
			5825	\$	
			5825	\$	
			5825	\$	

OUSD Contract Originator Information

Name of OUSD Contact	Katia Hazen	Email	Katia.Hazen	@ousd.k12.ca.us
Telephone	(510) 531-6696	Fax	(510) 531-6611	
Site/Dept. Name	151	151/Sequoia Elementary School	Enrollment Grades	1st through 5th

Approval and Routing (in order of approval steps)

Services cannot be provided before the MOU is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.

- OUSD Administrator verifies that this vendor does not appear on the Excluded Parties List (<https://www.sam.gov/portal/public/SAM/>)

Please sign under the appropriate column.	Approved	Denied – Reason	Date
1. Site Administrator	<i>Katia Hazen</i>		
2. Oakland After School Programs Office	<i>Julia Ma</i>		7-16-13
3. Network or Executive Officer	<i>Scott Fehr</i>		7/16/13
4. Cabinet (CAO, CCO, CFO, CSO, Asst Sup)	<i>Maria Santos</i>		8/6/13
5. Board of Education or Superintendent	<i>Greg Yl</i>		8/7/13
Procurement			
Date Received			