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OAKLAND UNIFIED  
SCHOOL DISTRICT

Community Schools, Thriving Students

# Memo

**To** Board of Education

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

**Board Meeting Date**  
(To be completed by Procurement) August 15, 2012

**Subject** Memorandum of Understanding - Oakland Leaf (contractor) - 185/Ascend Elementary School (site/department)

**Action Requested** Approval of Memorandum of Understanding between Oakland Unified School District and Oakland Leaf. Services to be primarily provided to Ascend Elementary School for the period of July 1, 2012 through August 31, 2013.

**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 Board of Education of a Memorandum of Understanding between Oakland Unified School District and Oakland Leaf, 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 Ascend 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, 2012 through August 31, 2013, in the amount of \$124,064.00.

**Recommendation** Approval of Memorandum of Understanding between Oakland Unified School District and Oakland Leaf. Services to be primarily provided to 185/Ascend Elementary School for the period of July 1, 2012 through August 31, 2013.

**Fiscal Impact** Funding resource name (please spell out) 6010/After School Education and Safety (ASES) Grant in an amount not to exceed \$124,064.00.

**Attachments**

- Memorandum of Understanding
- Certificate of Insurance
- Program Schedule and Budget
- Statement of qualifications

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

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1. **Intent.** This Memorandum of Understanding ("MOU") establishes the Oakland Unified School District's ("OUSD") intent to contract with Oakland Leaf ("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 185/Ascend School under the following grants:
  - After School Education and Safety Program ("ASESP")
  - California Department of Education ("CDE") 21<sup>st</sup> Century Community Learning Center ("21<sup>st</sup> 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 ASEP and 21<sup>st</sup> CCLC funds.
  - Private grants
2. **Term of MOU.** The term of this MOU shall be July 1, 2012 to August 31, 2013 and may be extended by written agreement of both parties.
3. **Termination.** OUSD may at any time terminate this MOU for any or no reason upon not less than five (5) days written notice to AGENCY. OUSD shall compensate AGENCY for services satisfactorily provided through the date of termination. In addition, OUSD may terminate this MOU for cause should AGENCY fail to perform any part of this MOU. In the event of termination for cause, OUSD may secure the required services from another contractor. If OUSD's cost of procuring services from another contractor exceeds the cost of providing the services pursuant to this MOU, AGENCY shall pay the additional cost.
4. **Compensation.** The ASEP and 21<sup>st</sup> CCLC grant award amount for 185/Ascend School is \$124,064.00. 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 ASEP and 21<sup>st</sup> 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 ASEP and 21<sup>st</sup> CCLC grants to be processed. (**Exhibit A - Attendance Reporting Schedule 2012-2013**)
    - 4.2.1. **Reconciliation Process for Positive Attendance Based Grant Funds.** OUSD will adjust the payment of the "positive attendance based" grants based on quarterly review of monthly invoices and attendance for services rendered related to the ASEP, 21<sup>ST</sup> 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 21<sup>st</sup> 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 21<sup>st</sup> Century grants within the grant-mandated allowable 15% for total indirect/administrative costs. The agency administrative fees charged to the ASEP and 21<sup>st</sup> 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 21<sup>st</sup> CCLC programs. Indirect costs consist of expenditures for administrative activities that are necessary for the general operation of the agency, but that cannot be tied to the ASEP and 21<sup>st</sup> 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 2012-2013 and will not exceed \$124,064.00 in accordance with **Exhibit B** ("ASEP/21<sup>st</sup> CCLC Planning Tool/Comprehensive After School Program Budget for AGENCY 2012-13").

**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 21<sup>st</sup> CCLC programs is to establish local programs that offer academic assistance and enrichment for students in need of such services regardless of their ability to pay. Though it is not against the rules to charge fees for participation in programs, the CA Department of Education discourages it because it could exclude students in need from attending and taking advantage of the after school program. Fees should not create a barrier to participation in the after school program. After school services must be equally accessible to all students targeted for services regardless of their ability to pay. Programs that propose to charge fees may not prohibit any family from participating 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 185/Ascend School, will be responsible for operations and management of the ASESP, 21st CCLC, OFCY, and private grants contracted to AGENCY by OUSD for fiscal year 2012-2013. This shall include the following required activities:

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

5.1.1. **Alignment with Community School Strategic Site Plan (CSSSP).** AGENCY will ensure the after school program aligns with OUSD and 185/Ascend 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 ASESP and 21<sup>st</sup> 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 8th grade students at 185/Ascend 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 2012 - 2013 school year. AGENCY will close the ASESP and 21<sup>st</sup> CCLC program no more than a maximum of 3 days in the 2012-13 school year for staff professional development, as permitted by Education Code. Programs that receive 21<sup>st</sup> 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 ASESP and 21st CCLC grants for students at 185/Ascend 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 21<sup>st</sup> 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 21<sup>st</sup> 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 185/Ascend School
- OUSD After School Programs Office
- OUSD central administration departments
- Parents/Guardians
- Youth
- Community organizations and public agencies

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

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

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

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

6.1.1. a full description of the trip and scheduled activities

6.1.2. student/adult participant health information

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

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

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

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

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

## 6.6. Supervision

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

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

6.6.3. Chaperones are all AGENCY employees or subcontractors, parent(s)/guardian(s), or other authorized chaperones and are 21 or older. After School and Summer Program Coordinators and lead trip staff are satisfied that all chaperones are willing and able to perform required 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 (e.g., current First aid/CPR training of at least one chaperone, first aid kits, emergency contact and health info, instructions for chaperones, staff and chaperones have cell phones which are charged and available for communication).

6.7. **Transportation Requirements:** The after school and summer program or subcontractors shall ensure compliance with all state laws and may transport by the use of its own equipment, contract to provide transportation or arrange transportation by the use of other equipment to enrolled after school and summer participants provided that: (A) parent/guardians' written permission has been obtained in advance; (B) After School Program Coordinator and/or Summer Program Coordinator has confirmed that: transportation arrangements are safe and appropriate; (C) all drivers have valid California driver's license; (D) all drivers have received fingerprint clearance; (E) provided that such transport is covered under driver or registered owner's personal automobile insurance or AGENCY automobile liability insurance policy for at least \$100,000 per individual and \$300,000 per occurrence for liability for bodily injury; and \$50,000 per occurrence for liability for property damage; (F) all drivers and registered owners of private or rented vehicles used shall complete and sign declaration of driver forms assuring that: (i) the driver is at least 21 years of age and holds a current valid California driver's license;(ii) the driver has not been convicted of reckless driving or driving under the influence of drugs or alcohol within the past five years; and (iii) the driver provides proof of sufficient insurance; (G) if after school or summer program arranges and/or contracts with a third party to provide this transportation, the organization or company with whom they contract must be licensed as a transportation provider, be certified to transport students (e.g., School Pupil Activity Bus certification) and have at least \$5,000,000 automobile and \$1,000,000 General Liability insurance; (H) arrangements have been made for additional vehicle for use in event of illness or emergency; (I) students receive instruction in safe conduct on bus or other transport; and, (J) drivers shall receive safety and emergency instructions and information which shall be kept in their vehicle, including health and emergency information for each student riding in his/her vehicle.

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

6.9. Vendor is licensed to provide all proposed activities.

6.10. Voluntary Student Accident Insurance must be 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 (**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 2012-2013. AGENCY will function as a sub recipient of funding and as such will follow all required fiscal guidelines and meet outlined standards as referenced in applicable Federal and State sub recipient guidelines. AGENCY will ensure that all contracted funds of this MOU are expended as per grant guidelines.

- 7.1. **Accounting Records.** AGENCY will maintain its accounting records based upon the principles of fund accounting.
- 7.2. **Disputes.** AGENCY shall make all records related to 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, 21<sup>st</sup> Century Core Grant, 21<sup>st</sup> Century Direct Access, or 21<sup>st</sup> 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 ASEP and 21<sup>st</sup> Century Grants.** For services rendered related to the ASEP and 21<sup>st</sup> CCLC grants, OUSD shall pay AGENCY, on a monthly basis, for appropriately documented expenses related to the ASEP and 21<sup>st</sup> CCLC grants, with a cumulative total for 2012-13 not to exceed \$124,064.00 in accordance with the attached Exhibits to this Memorandum. Invoices for payment of services shall be submitted by the 10<sup>th</sup> of each month to the OUSD After School Programs Office, utilizing the required OUSD invoicing and staff qualifications form (**Exhibit F**). OUSD will strive to adhere to second Accounts Payable check run per the published schedule of monthly payments if invoices are submitted in accordance with the deadlines and requirements set forth in this section and the accompanying Exhibits.
9. **Ownership of Documents.** AGENCY agrees that, pursuant to California law, it shall maintain program and fiscal documentation for the ASEP and 21<sup>st</sup> CCLC programs for a minimum of five years. All documents created by AGENCY pursuant to this MOU, including but not limited to reports, designs, schedules, registration packets, early release waivers, and other materials prepared, or in the process of being prepared, for the services to be performed by AGENCY, are and shall be at the time of creation and thereafter the property of OUSD, with all intellectual property rights therein vested in OUSD at the time of creation. OUSD shall be entitled to access to and copies of these materials during the progress of the work. Any such materials in the hands of AGENCY or in the hands of any subcontractor upon completion or termination of the work shall be immediately delivered to OUSD. If any materials are lost, damaged or destroyed before final delivery to OUSD, AGENCY shall replace them at its own expense and AGENCY hereby assumes all risks of loss, damage or destruction of or to such materials. AGENCY may retain a copy of all materials produced under this MOU for its use in its general business activities.
10. **Changes**
- 10.1. **Agency Changes.** AGENCY may, at any time, by written order, make changes consistent with Section 5 Scope of Work of this MOU. If such changes cause an increase or decrease in the budgeted cost of or the time required for performance of the agreed upon work, an equitable adjustment as mutually agreed shall be made in the limit on compensation as set forth in Section 4 or in the time of required performance as set forth in Section 5.4, or both. In the event that AGENCY encounters any unanticipated conditions or contingencies that may affect the scope of work or services and result in an adjustment in the amount of compensation specified herein, AGENCY shall so advise OUSD immediately upon notice of such condition or contingency. The written notice shall explain the circumstances giving rise to the unforeseen condition or contingency and shall set forth the proposed adjustment in compensation. Such notice shall be given to OUSD prior to the time that AGENCY performs work or services related to the proposed adjustment in compensation. Any and all pertinent changes shall be expressed in a written amendment to this MOU and signed by OUSD prior to AGENCY's implementation of such changes.
- 10.2. **Changing Legislation.** AGENCY understands that changes in Federal, or state legislation or District policy may impact funding levels, grant requirements, and responsibilities of AGENCY during an academic school year. This MOU may be amended during the 2012-13 fiscal year to reflect additional changes resulting from such legislation.

## 11. Conduct of Consultant

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

- 11.2. **Staff Requirements.** AGENCY will adhere to the following staff requirements for each AGENCY "agent", including employees, staff of subcontracting agencies, and volunteers. AGENCY will provide OUSD with evidence of staff qualifications, consistent with invoicing requirements outlined in Section 8.3 which include:
- 11.2.1. **Tuberculosis Screening.** Current documentation of negative TB Test (PPD) on file for each AGENCY agent working with students.
- 11.2.2. **Fingerprinting of Agents.** Current California Department of Justice (CDOJ) fingerprint clearance and FBI fingerprint clearance for each AGENCY agent working with students. AGENCY shall not permit its agents to come into contact with students until CDOJ and FBI clearance is ascertained, and AGENCY shall certify in writing to OUSD that none of its agents who may come into contact with pupils have been convicted of a violent or a serious felony. AGENCY shall further certify that it or its subcontracting agencies have received and reviewed fingerprint results for each of its agents, and Agency or its subcontracting agencies shall request and review subsequent arrest records for all agents who may come into contact with OUSD pupils in providing services to the District under this Agreement.
- 11.2.3. **Minimum Qualifications.** AGENCY staff and agents who directly supervise students and are included in the 1:20 staff to student ratio must meet the following minimum qualifications for an instructional aide: a high school diploma or its equivalency and one of the following: (a) an AA degree; or completion of 48 semester units in college; or (b) successful completion of the Instructional Assistant exam, administered by the Alameda County Office of Education.
- 11.3. **Removal of Staff.** In the event that OUSD, in its sole discretion, at any time during the term of this MOU, desires the removal of any AGENCY related persons, employee, representative or agent from OUSD school site and/or property, AGENCY shall immediately upon receiving notice from OUSD of such desire, cause the removal of such person or persons. Prior to the removal or change of any AGENCY staff member who is a regular part of the after school program, AGENCY shall inform the Site Administrator with as much notice as possible, and will work with the Site Administrator to ensure a smooth transition in staffing.
- 11.4. **Conflict of Interest.** AGENCY shall abide by and be subject to all applicable OUSD policies, regulations, statutes or other laws regarding conflict of interest. AGENCY shall not hire any officer or employee of OUSD to perform any service by this Agreement. AGENCY affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between AGENCY's family, business or financial interest and the services provided under this MOU, and in the event of change in either private interest or services under this MOU, any question regarding possible conflict of interest which may arise as a result of such change will be brought to OUSD's attention in writing.
- 11.5. **Drug-Free / Smoke Free Policy.** AGENCY understands that OUSD does not permit drugs, alcohol, and/or smoking at any time in any buildings and/or grounds on OUSD property. AGENCY agrees to adhere to this policy for its students, staff, visitors, employees and or subcontractors.
- 11.6. **Anti-Discrimination.** Consistent with the policy of OUSD in connection with all work performed under Contracts, AGENCY shall not engage in unlawful discrimination in employment on the basis of actual or perceived race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex or sexual orientation. AGENCY agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and OUSD policy. In addition, AGENCY agrees to require like compliance by all its subcontractor(s).
12. **Indemnification.** AGENCY shall indemnify, hold harmless and defend OUSD and each of its officers, officials, employees, volunteers and agents from any loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at

any time and property damage) incurred by OUSD, AGENCY or any other person and from any claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of performance of this MOU. AGENCY's obligations under the preceding sentence shall apply jointly and severally regardless of whether OUSD or any of its officers, officials, employees, volunteers or agents are actively or passively negligent, but shall not apply to any loss of liability, fines, penalties, forfeitures, costs or damages caused solely by the active negligence or by the willful misconduct of OUSD. If AGENCY should subcontract all or any portion of the work or activities to be performed under this MOU, AGENCY shall require each subcontractor to indemnify, hold harmless and defend OUSD, its officers, officials, employees, volunteers or agents in accordance with the terms of the proceeding paragraph.

13. **Insurance.** Throughout the life of the MOU, AGENCY shall pay for and maintain in full force and effect with an insurance company(s) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A/VII" in Best Insurance Rating Guide, the following policies of insurance:

13.1. **Commercial General Liability** insurance which shall include contractual, products and completed operations, corporal punishment and sexual misconduct and harassment coverage, and bodily injury and property damage liability insurance with combined single limits of not less than \$1,000,000 per occurrence.

13.2. **Worker's Compensation** insurance, as required by the California Labor Code, with not less than the statutory limits.

13.3. **Property and Fire** insurance shall provide to protect: Real Property, against risk of direct loss, commonly known as Special Form and Fire Legal Liability, to protect against liability for portions of premises leased or rented; Business Personal Property, to protect on a Broad Form, named peril bases, for all furniture, equipment and supplies of AGENCY. If any OUSD property is leased, rented or borrowed, it shall also be insured the same as real property.

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

14. **Litigation.** [This section is intentionally deleted by the parties].

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

16. **Counterparts.** This MOU and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

17. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:** The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals: Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, verifies that this vendor does not appear on the Excluded Parties List. (<https://www.epls.gov/eplis/search.do>)

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

**OAKLAND UNIFIED SCHOOL DISTRICT**

**AGENCY**

[Signature] 8/23/12  
Date

[Signature] 6/18/2012  
Agency Director Signature Date

President, Board of Education  
 Superintendent  
[Signature] 8/23/12  
Date

L. Mivella Rangel Executive Dir.  
Print Name, Title

Secretary,  
Board of Education

**Attachments:**

- **Exhibit A.** Attendance Reporting Schedule
- **Exhibit B.** Planning Tool/Comprehensive After School Program Budget
- **Exhibit C.** Enrollment Packet, including Early Release Waiver
- **Exhibit D.** List of Anticipated Field Trips, Off Site Events and Off Site Activities
- **Exhibit E.** Waiver for use of East Bay Regional Park District Bodies of Water (Swimming Pools, Lagoons, Shoreline Parks and Lakes) and Related Facilities
- **Exhibit F.** Invoicing and Staff Qualifications Form
- **Exhibit G.** Fiscal Procedures and Policies
- **Exhibit H.** Certificates of Insurance
- **Exhibit I.** Statement of Qualifications

[Signature] \_\_\_\_\_  
Associate Superintendent Date  
Family, School, and Community Partnerships Dept.

[Signature] 6.19.12  
Principal Date

[Signature] 7/17/12  
Regional Executive Officer Date

MOU template approved by Legal May, 2012

File ID Number: 12-1973  
Introduction Date: 8/22/12  
Enactment Number: 2-2273  
Enactment Date: 8/22/12  
By: [Signature]

Exhibit A

ATTENDANCE REPORTING SCHEDULE

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

Exhibit B

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

*(Template distributed separately)*

**INSERT HERE**



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

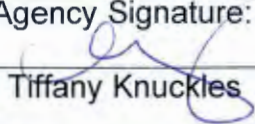
**ASES and 21<sup>st</sup> CCLC After School Program Plan**  
**Elementary & Middle Schools**  
**2012 - 2013**

**SECTION 1: School Site Information**

School Site: ASCEND

Date: 5/22/12

Principal Signature: 

Lead Agency Signature: 

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

**Align the program with Community School Strategic Site Plan**  
 Identify all areas of the school's SS56P where this effort is being

- 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. 83-100 students will participate in ASW after school program.
2. 75% of ASW students will display and/or demonstrate project results from their enrichment program that they will present to the ASCEND community at SOMOS.
3. 75% of students participating in ASW Academic Support will improve their understanding of their homework.
4. 60% of 8th grade students at ASCEND will receive information and support to facilitate their transition to 9th grade and on to college.

**SECTION 3: OUSD Strategic Questions**

Complete the matrix for *at least two* of the following four OUSD Strategic questions.

<b>Strategic Questions/Desired Outcomes</b>	<b>Strategic Activities:</b>	<b>Outcomes of Strategic Activities:</b>	<b>Data used to assess the strategic activities:</b>
<i>As a result of our ASP efforts...</i>	<i>What after school strategic activities will support the desired outcomes?</i>	What short-term outcomes will you expect from your efforts by the end of the school year?	<i>What data will be collected to measure these outcomes?</i>
<b>High School Graduation:</b> How many more Oakland children are graduating from high school?			
<b>Satisfactory School Day Attendance:</b> How many more Oakland children are attending school 95% or more?	<b><u>ENRICHMENT OPPORTUNITIES</u></b> Students (with the guidance of their parents/guardians) can choose to participate in many enrichment classes. Enrichment opportunities include engaging classes in visual/performing arts, sports/recreation, and	5% of the after school students', attendance will increase due to their participation in the after school program. Roughly 10 students will increase their attendance to 95% or more.  -Recruitment and referrals to the after school program will depend upon staff recommendation for	<b>Satisfactory School Day Attendance:</b> How many more Oakland children are attending school 95% or more?

	<p>leadership and empowerment.</p> <p><b><u>ACADEMIC Intervention and Support</u></b>  Each student enrolled receives academic support. Our Academic mentors not only provide students with homework assistance but also prepare students for thinking about college and beyond while also focusing on life skills.</p>	<p>students due to academic or social development. Included in the criteria for student referrals is student's truancy rate.</p> <p>-Academic Liaison and school administration will inform the after school program director and administration when students are struggling with their attendance.</p>	
<p><b>Job Skills/Career readiness:</b>  How many more students have meaningful internships and/or paying jobs?</p>			<p><b>Job Skills/Career readiness:</b> How many more students have meaningful internships and/or paying jobs?</p>
<p><b>Health and Well-being:</b> How many more Oakland children have access to, and use, the health services they need?</p>	<p><b>Mind</b>  We build self-confidence in individuals, provide students and families with the tools to better manage their stress, and utilize practices that promote peace-full individuals and</p>	<p>All students will have opportunities to develop appropriate and meaningful relationships with adult mentors.</p> <p>All students will have the opportunity to engage in</p>	<p><b>Health and Well-being:</b> How many more Oakland children have access to, and use, the health services they need?</p>

	<p>communities. We utilize educational techniques aimed at restoration. We work to repair harm caused by the violence our students, families, and staff face in their daily lives.</p> <p><b>Body</b> Our after-school programs, family resource center and community gardens foster environmental awareness and stewardship, nutrition, fitness, food justice, and indigenous land cultivation practices. We offer hands-on cooking and nutrition classes and our community gardens provide access to fresh, locally grown produce.</p> <p><b>Spirit</b> We reclaim ritual, ceremonies, and celebrations practiced by people of the first nations and encourage youth and family re-connection to the land.</p>	<p>physical activities in the after-school program.</p> <p>All students will have the opportunity to participate in activities that are culturally relevant.</p>	
<p><b>SECTION 4: Program Model and Lead Agency Selection</b></p>			
<p>For 2012-2013, my site will operate the following program model:</p>			

- 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

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

Oakland Leaf cultivates community transformation through creative education for youth and families. Leaf's programs place a premium on values and high expectations for young people, in line with ASCEND's student code, "Ways to Ascend". Leaf's programmatic goal is to cultivate a generation of youth leaders who, through participation in our programs as students, artists, athletes, evaluators and, eventually, educators and community change-makers, will develop the necessary skills and perspectives to take ownership of, and leadership for their community. In regards to Oakland Leaf's after-school services, standards of excellence and achievement are applied to Academic offerings and Enrichment offerings. Oakland Leaf is committed to the students' academic achievement and success, along with broader youth development goals. In this effort, they provide targeted academic interventions

Our programs derive their strength and beauty from the interweaving of four essential strands: social justice, urban ecology, youth empowerment, and the arts. Leaf programs include: Oakland Peace Camp, a summer program serving up to 100 youth annually; ASCEND Sunset Warriors, a comprehensive after-school at ASCEND; ASCEND Family Resource Center, UPA Urban Arts, a comprehensive after-school program serving Urban Promise Academy; UPA Family Resource Center, Youth Roots, a year-round leadership and action program for 25-30 high school youth; and the All-Oakland Talent Show, an annual youth performance exhibition/fundraiser, and Love Cultivating School Yards, providing a gardening apprenticeship program for high school students. This fall, Oakland Leaf will be the lead agency for 3 additional after-school program sites located within OUSD school: Encompass Academy, International Community Schools, and Think College Now.

Oakland Leaf and ASCEND are dedicated to developing leaders and mentors who create a more compassionate, equitable, and just society. We are also committed to providing students and families with the tools to "ASCEND" such as closing the achievement gap.

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

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

High school programs are required to operate a minimum of 15 hours per week.	
Required # of Program Days your program will operate during School Year 2012-2013.	<b>180 days required*</b>
Projected Daily Attendance during School Year 2012-2013:	83
<b>Program Schedule</b>	
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.

## 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	All students	<input checked="" type="checkbox"/> Homework Support <input type="checkbox"/> Tutoring <input type="checkbox"/> Skill Building <input type="checkbox"/> Academic Intervention <input type="checkbox"/> Other	<p>Our primary goal in English Language Arts is to ensure that all of our significant subgroups meet the AYP goal of 56.8% of students scoring proficient or advanced on the 2010 CST ELA. A secondary, but related goal is to close the significant achievement gap between our three lowest scoring subgroups (English Learners, Latino students, and African American students) and the highest scoring sub-group (Asian students) by at least 10 percentage</p>	<p><i>75% of students participating in the academic support classes will improve their understanding of their homework.</i></p>	<p>Students will be put in cohorts according to their grade-level and their previous year's Academic Mentor. The Academic mentors work with the same students for 3 years or more to ensure continuity and strong relationships. Students receive small group attention to ensure accuracy in their answers and their understanding of the assignment. Mentors develop lesson plans to build on current academic knowledge and maintain communication with</p>	<p>Small groups based on the work that they would be completing for that day.</p>

			<p>points per year as measured by the CST ELA.</p> <p>Our primary goal in Mathematics is to ensure that all of our significant subgroups meet the AYP goal of 58% of students scoring proficient or advanced on the 2010 CST Math. A secondary, but related goal is to close the significant achievement gap between our lowest scoring sub-groups (English Learner, African American, and Latino students, respectively) and the highest scoring sub-group (Asian students) by at least 10 points per year as measured by the CST Math.</p>		<p>the regular day teachers regarding what students are struggling with.</p>	



## SECTION 7: ENRICHMENT & PHYSICAL ACTIVITY / RECREATION

Enrichment activities and physical activity/recreation are required components of the ASES and 21<sup>st</sup> Century grants. Enrichment activities should provide students with the opportunity to apply the 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
Sports and Recreation	<input checked="" type="checkbox"/> Student Identified <input type="checkbox"/> School Identified <input type="checkbox"/> Parent Identified <input type="checkbox"/> Other (specify)	Developing leaders and mentors who create a more compassionate, equitable, and just society	The sports and recreation classes will focus on skill building and cooperation.	<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 <input type="checkbox"/> Other (specify)	50 % of students participating in these classes will be able to demonstrate sports skills while gaining coordination and balance skills.
Computers and Technology	<input type="checkbox"/> Student Identified <input type="checkbox"/> School Identified <input type="checkbox"/> Parent Identified <input checked="" type="checkbox"/> Other (specify)	<i>A variety of instructional and interventions strategies for a diverse population of learners</i>	These classes are targeted for 5 <sup>th</sup> -8 <sup>th</sup> grade students to use technology through a project-based learning approach.	<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 type="checkbox"/> Health/Fitness <input type="checkbox"/> Other (specify)	50% of students participating in these classes will increase their computer skills.
Gardening and Nutrition	<input type="checkbox"/> Student Identified <input type="checkbox"/> School Identified <input type="checkbox"/> Parent Identified <input checked="" type="checkbox"/> Other (specify)	Developing leaders and mentors who create a more compassionate, equitable, and just society.	<p>These classes are targeted for 2<sup>nd</sup> -5<sup>th</sup> grade students.</p> <p>Students will explore introductory urban ecology and learn basic culinary skills through a project-based learning approach.</p>	<input type="checkbox"/> College/Career Readiness <input type="checkbox"/> Social Skills/Conflict Res. <input checked="" type="checkbox"/> Leadership <input type="checkbox"/> Academic (specify) <input type="checkbox"/> Health/Fitness <input type="checkbox"/> Other (specify)	50% of students participating in these classes will increase their knowledge of plants and healthy eating habits.
Visual Arts	<input type="checkbox"/> Student Identified <input checked="" type="checkbox"/> School Identified <input type="checkbox"/> Parent Identified <input type="checkbox"/> Other (specify)	A multicultural curriculum infused and integrated with the arts	These classes will develop student's artistic skills focusing	<input type="checkbox"/> College/Career Readiness <input type="checkbox"/> Social Skills/Conflict Res. <input type="checkbox"/> Leadership <input type="checkbox"/> Academic (specify)	50% of students participating in these classes will

			on creating art by reusing and recycling.	<input type="checkbox"/> Health/Fitness <input type="checkbox"/> Other (specify)	increase their ability to create 3 dimensional art/engineering projects.
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### 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 21<sup>st</sup> Century after school programs. Family literacy services support the educational goals of adult family members, connect them to resources and services, 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 Educational Nights (mind)	Engage families in their child's success.	Believing that strong families compromise strong communities, we engage youth and their families with activities that foster curiosity and insight about themselves and their community.	At least 30% of families will participate in family education nights including Family literacy nights, after-school program orientations, and after-school program activity specific workshops.	These events will be planned in collaboration with the site administration and/or family resource center.
Community Celebrations (spirit)	Increase cultural awareness and community within the school.	We believe that our communities must remember the first world and indigenous traditions of marking the year; and development of their children by marking the time with community celebrations.	Three events will develop community and celebrate the school's children's development. At least 40% of all families will participate in at least one event.	These events will be planned in collaboration with the site administration and/or family resource center.

Health and Wellness activities (body)	Increase the healthy habits of the community	<b>As part of our community garden and family engagement work:</b> Our students and families will participate in recreational activities and develop more tools to increase their family's health.	Each student and/or family will participate in one of the following: 1) Cooking and nutrition class 2) Exercise class or 3) Healing Circle	These events will be planned in collaboration with the site administration and/or family resource center.
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**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.	<b>Provide families with orientation meeting and supporting information materials that conveys attendance expectations.</b>
c) Track students with poor program attendance and reach out to find out why and how attendance could be improved.	
d) Celebrate good attendance and/or offer meaningful incentives to attract and reward students for attending our program.	<b>Recognizing students publically bi-annually for sustaining high attendance in the after-school program.</b>

SECTION 10: 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.	
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?	<input type="checkbox"/> COST team (Coordination of Services Team) <input checked="" type="checkbox"/> SST (Student Study Team) <input type="checkbox"/> SSC (School Site Council) <input type="checkbox"/> ELT (Educational Leadership Team) <input type="checkbox"/> PTA <input type="checkbox"/> Attendance Team/Workgroup <input type="checkbox"/> CSSSP (Community School Strategic Site Planning) team <input checked="" type="checkbox"/> School Culture/Climate Committee <input type="checkbox"/> Other (specify)
List key community partners whom you will actively collaborate with to accomplish the goals of your program.	<b>Oakland Strokes</b> <b>Unity Council</b>
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.	<b>Family Resource Center Director</b> <b>Mental health therapist and interns</b>

**2012-13 After School Enrollment Policy for ASCEND School**

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

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

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

Target Population	Data to Inform Selection of Program Participants	Other Data to Inform Selection of Program Participants
Beginning on July 1, 2011, a child who is 11 or 12 years of age and who is otherwise eligible for subsidized child care and development services except for his or her age ... shall be given first priority for enrollment, and in cases of programs operating at full capacity, first priority on the waiting list for a [ASES or 21st Century] before or after school program.	Parent will provide documentation to support their eligibility to such a program.	
Students who are experiencing academic difficulties or students who need socio-emotional support	Teacher and Principal referrals and student test scores	
Siblings	School enrollment data	
Parental Hardship (For working parents)	Parent requests via the enrollment packet or verbally	

**Grade levels prioritized for programming:** 1<sup>st</sup> – 8<sup>th</sup>

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

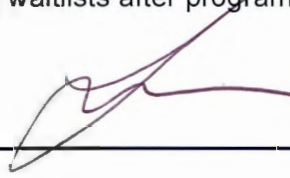
**Enrollment Process and Timeline:** (Summarize your enrollment timeline below. Describe how your school will identify and recruit students beginning in Spring 2012. Indicate how families will be notified of 2012-13 enrollment before the last day of school, June 16, 2012.)

After School Enrollment Strategy Process		
<b>April/May</b>	Site clearly defines enrollment priorities and enrollment process in a site-specific "Enrollment Policy" that is reviewed and approved by the ASPO; site shares After School Enrollment Policy with parents and school faculty.	Site Coordinator, Principal, Lead Agency Director
<b>May/June</b>	After School Leadership Team as well as the Principal meet in Spring to identify 50-70% of participants for next school year, based on enrollment policy and student data (leaving at least 25% of slots for incoming students who meet enrollment priorities.) A target attendance level for the first day of school is determined.	After school leadership team and Principal
<b>May/June</b>	After school Site Coordinator, in collaboration with school staff, conduct Spring recruitment and enrollment of priority students identified; families are notified about next year's program participation by last day of school. A target attendance level for the first day of school.	Site Coordinator
<b>August/September</b>	After School Leadership Team and the Principal identify students to fill remaining slots based on enrollment policy and new data (i.e. test scores released in summer).	After school leadership team and Principal

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

- April – June: Spring enrollment for 2012-13 programs. ***Schools that are receiving students from School Closures must also outreach to these new families in the Spring, so that they also have a fair chance to participate in the After School program at their new school.***
- Families will be notified of 2012-13 after school enrollment before the last day of school, June 15, 2012.
- After school programs begin on 1<sup>st</sup> 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, 2012.
- All programs must maintain waitlists after program slots are filled.

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






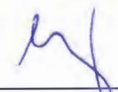
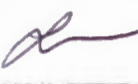
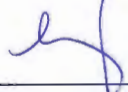





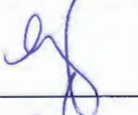

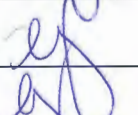




Lead Agency Signature: \_\_\_\_\_



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

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

Principal initials	Lead Agency initials	2012 – 13 Assurances for Grant Compliance and After School Alignment with School Day
		Site Administrator and Lead Agency Director/Site Coordinator have reviewed the CA Dept of Education's ASES and/or 21 <sup>st</sup> Century Grant Assurances, and understand mandated grant compliance elements.
		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.
		Site Administrator will meet regularly with Site Coordinator to ensure program is meeting identified goals.
		Site will share student outcome data to better refine program (Attendance data, EduSoft, Report Cards, IEP's, etc).
		Site Administrator and lead agency rep/site coordinator have reviewed the Academic Liaison role description. Site will identify a certificated, qualified individual to serve as the program's Academic Liaison and to fulfill all responsibilities outlined in the role description.
		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.
		Site will invite Site Coordinator to participate on SSC, COST, SST team to ensure coordination of services.
		Site will coordinate the use of facilities and site level resources in support of program goals.
		Site will provide Site Coordinator with office space that includes access to internet and phone.

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

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



### After School Safety and Emergency Planning for 2012-13

#### Safety and Emergency Planning

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

Yes  No

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

B) Describe the training that site will provide after school staff on safety procedures, including lockdown procedures and communication protocols for crisis response. ASW staff will receive training on safety and lockdown procedures and communication protocols during their staff orientation and participate in drills throughout the year. Staff have immediate access to the written procedures on their clipboards, which are with them while staff are on site.

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:

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

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

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

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

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

**AFTER SCHOOL BUDGET PLANNING SPREADSHEET**

ELEMENTARY & MIDDLE SCHOOLS 03.2012

Site Name:	ASCEND		ASES		CFEY	Program Fees (if applicable)		Other Lead Agency Funds
Site #:	185		Resource 0010, Program 1553					
Average # of students to be served daily (ADA):	%		OUUSD	Lead Agency	OUUSD	Lead Agency		Lead Agency
<b>TOTAL GRANT AWARD</b>			\$150,000		\$86,528	\$0	\$0	\$0
<b>CENTRAL COSTS: INDIRECT, ADMIN, EVAL, PD, CUSTODIAL, SUPPLIES</b>								
	OUUSD Indirect (4.25%)		\$6,115					
	OUUSD ASPO admin, evaluation, and training/technical assistance costs		\$9,413					
	Custodial Staffing		\$4,935					
	Custodial Supplies		\$672					
<b>TOTAL SITE ALLOCATION</b>			\$128,864					
<b>CERTIFICATED PERSONNEL</b>								
1120	Academic Liaison REQUIRED		\$4,000				\$0	
1120	Certificated Teacher Extended Contracts		\$0				\$0	
							\$0	
	<b>Total certificated</b>		\$4,000				\$0	
<b>CLASSIFIED PERSONNEL</b>								
2205	See Coordinator (list here, if distinct employee)		\$0	\$0	\$0		\$0	\$0
2220	SSC		\$0				\$0	
			\$0				\$0	
	<b>Total classified</b>		\$0	\$0	\$0		\$0	\$0
<b>BENEFITS</b>								
3000's	Employee Benefits for Additional Time (20% of total salaries paid as extended contracts or overtime)		\$800					
3000's	Employee Benefits for Salaried Employees (40%)		\$0					
3000's	Lead Agency benefits (rate: 25 %)			\$0				
	<b>Total benefits</b>		\$800	\$0	\$0		\$0	\$0
<b>BOOKS AND SUPPLIES</b>								
4310	Supplies (OUUSD only, except for Summer Supplemental)		\$0		\$8,768		\$0	\$0
4310	Curriculum (OUUSD only)		\$0				\$0	\$0
5829	Field Trips		\$0	\$704			\$0	\$0
4420	Equipment (OUUSD only)		\$0				\$0	\$0
	<b>Total books and supplies</b>		\$0	\$704	\$8,768		\$0	\$0
<b>CONTRACTED SERVICES</b>								
5825	Site Coordinator (list here if CBO staff) and benefits		\$0	\$36,000	\$8,000			
5825	Parent Liaison and Instructor (\$23 per hour x 20 hours/week + PD + Prep)		\$0	\$10,212	\$10,212			

2012-2013 Elementary/Middle School After School Program Budget

5825	(4) Academic Mentors (\$18 per hour x 16 hours/week +PD + Prep)			\$25,848	\$20,948			\$4,900
5825	(7) Enrichment Instructor (\$20/hour x 10 hours/week + PD + Prep)			\$38,300	\$25,300			\$5,000
5825								
5825				\$0				
5825	Associate Director (\$31.25/hour, 10 hours per week) Professional development of line staff			\$8,000	\$7,000			\$1,000
5825	Supporting Services Supplies and Salaries: Bookkeeping, Administration, and Executive Director. Total: \$14141-Indirect (\$5,000+\$8300)		\$0					\$841
5825	Executive Director and Administrative Staff Direct Services			\$704				\$2,768
5825	Fundraising and Development							\$13,410
	Total services		\$0	\$119,064	\$69,460	\$0	\$0	\$27,919

**IN-KIND DIRECT SERVICES**

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

**LEAD AGENCY ADMINISTRATIVE COSTS**

	Lead Agency admin (4% max of total contracted \$)			\$4,296	\$8,300			\$0
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**SUBTOTALS**

	Subtotals DIRECT SERVICE	125	\$7,731	\$119,768	\$78,228	\$0	\$0	\$27,919
	Subtotals Admin/Indirect	15	\$18,204	\$4,296	\$8,300	\$0		\$0

**TOTALS**

	Total budgeted per column		\$25,936	\$124,064	\$86,528	\$0	\$0	\$27,919
	Total BUDGETED	100	\$150,000	\$86,528	\$0	\$0		\$27,919
	BALANCE remaining to allocate		\$0	\$0				
	TOTAL GRANT AWARD/ALLOCATION TO SITE		\$150,000	\$86,528				

**ASES MATCH REQUIREMENT:**

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

Total Match amount required for this grant:	50,000
Facilities count toward 25% of this match requirement:	12,500
Remaining match amount required:	37,500
Match should be met by combined OFCY funds, other site funds, private dollars, and in-kind resources. This total equals:	86,528
Total Match amount left to meet:	-49,028

**Required Signatures for Budget Approval:**

Principal:	
Lead Agency:	

# ASCEND SUNSET WARRIORS — After-School Program 2012/2013 Class Schedule



MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
<b>Snack (3:30-3:45)</b>				
MS. Homework (3:45-5:00)	MS. Homework	MS. Homework	MS. Homework	MS. Homework
K/1 HMK, Skill Build	K/1 HMK, Skill Build	K/1 HMK, Skill Build	K/1 HMK, Skill Build	K/1 HMK, Skill Build
CGD/UBuild	Dance	CGD/UBuild	Dance	CGD/UBuild
Sports & Leader- ship	Film & Acting	Sports & Leader- ship	Film & Acting	Sports & Leader- ship
Art	Cooking Gardening	Art	Cooking Gardening	Art
Girl Sports	Capoeira	Girl Sports	Capoeira	Girl Sports
<b>Transition (5:00)</b>				
ES Homework (5:00-6:00)	ES Homework	ES Homework	ES Homework	ES Homework
CGD	Dance/Design	CGD	Dance/Design	CGD
Sports & Leader- ship	Film & Acting	Sports & Leader- ship	Film & Acting	Sports & Leader- ship
Art	Soccer	Art	Soccer	Art
AMP	AMP (E.H)	AMP	AMP (E.H)	AMP
Kayaking	Cooking Gardening	Kayaking	Cooking Gardening	Kayaking

Exhibit C  
**OAKLAND UNIFIED SCHOOL DISTRICT  
ASES AND 21<sup>ST</sup> CENTURY AFTER SCHOOL PROGRAMS**

**PARENT PERMISSION AND STUDENT INFORMATION - ELEMENTARY AND MIDDLE SCHOOLS**

I give my child permission to participate in the 2012-13 \_\_\_\_\_ After School Program.

Name of School: 101/Allendale 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 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: \_\_\_\_\_ Date \_\_\_\_\_

**PHOTO/VIDEO RELEASE**

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

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

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

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

**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.

Parent/Guardian Signature: \_\_\_\_\_ 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.

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

Exhibit D

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

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

<b>Contact Information:</b>			
Site Name	151/Sequoia Elementary School	Lead Agency Name	East Bay Agency for Children
Name of Contact Person		Email	
Telephone		Fax	

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

- Fall Semester – 8/27/12 to 1/25/13
- Spring Semester – 1/28/13 to 6/13/13
- Summer Program (Specify dates: \_\_\_\_\_ to \_\_\_\_\_)

<b>Name of Field Trip, Off Site Event, and/or Off Site Activities</b>	<b>Date(s)</b>	<b>Time(s)</b>

Site Coordinator Signature _____	Date _____
Lead Agency Director Signature _____	Date _____
Site Administrator Signature _____	Date _____

**EAST BAY REGIONAL PARK DISTRICT**

**WAIVER AND RELEASE OF LIABILITY AND INDEMNITY AGREEMENT**

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

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

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

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

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

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

Participant's Name: \_\_\_\_\_  
(Print)

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 - Swire USA  
Rev. 3/09



**INVOICING AND STAFF QUALIFICATIONS FORM  
2012-13**

**Basic Directions**

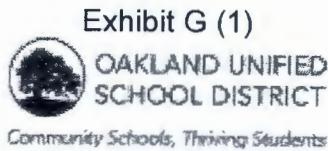
**Complete the chart below for each subcontractor and attach with Lead Agency monthly invoices.**

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

**Agency Information**

Agency Name	Higher Ground Neighborhood Development Corporation	Agency's Contact Person	Amber Blackwell//Tiffany Gipson
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 2012-2013

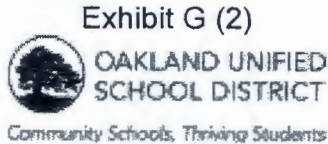
The following procedures are required in submitting invoices that utilize 21<sup>st</sup> Century and/or ASES funding:

- ◆ All 21<sup>st</sup> Century and/or ASES invoices must be submitted to the OUSD After School Programs Office in order to be processed and paid. We are located at 495 Jones Avenue, in the Brookfield Annex.
- ◆ 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 1<sup>st</sup> through the 30<sup>th</sup> or 31<sup>st</sup>.
- ◆ 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 10<sup>th</sup> of the following month. This is not a steadfast rule; for example, the invoice for September 1-30<sup>th</sup> is due in our office on the 11<sup>th</sup> of October (the 10<sup>th</sup> is a Sunday). **Invoices that are submitted after the due dates listed below will be processed the following monthly invoicing period.**

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

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

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



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

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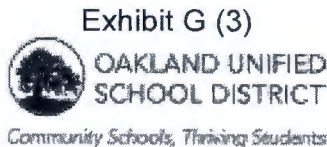
The following procedures are required in submitting fiscal forms for Paid Inservice/Extended Time for OUSD employees utilizing 21<sup>st</sup> Century and/or ASES funding:

Paying OUSD Certificated Employees (Teachers)

- ◆ Academic Liaisons should submit a Paid Inservice form and Extended Contract teachers should submit a "Request for Extended Contract" IN ADVANCE to approve all projected work to be completed, using appropriate Budget Org Key (Object Code usually -1120 or -1122)
- ◆ **The FIRST submission of the Paid Inservice/Extended Contract paperwork must be accompanied by a timesheet in order to be processed by OUSD Payroll. No payment will be rendered until timesheets are submitted to our office.**
- ◆ Have Employee sign Extended Contract & ALL Time Sheets
- ◆ Have Principal approve and sign Paid Inservice/Extended Contract & ALL Time Sheets
- ◆ Please be sure to submit ORIGINALS of all documents
- ◆ Please use only ONE SIDED Time Sheets
- ◆ Deliver to Oakland SUCCESS After School Programs Office — All 21<sup>st</sup> Century and/or ASES Paid Inservice/Extended Contracts and Time Sheets must be submitted to the OUSD After School Programs Office in order to be processed and paid. We are located at 495 Jones Avenue, in the Brookfield Annex.
- ◆ **Union Contract rate for teachers is \$23.16/hr.**
- ◆ **Union Contract rate for Academic Liaisons is \$30.12/hr.**
- ◆ Once the Paid Inservice form or Request for Extended Contract has been submitted and approved, only timesheets are required to be submitted for subsequent payments.

Paid Inservice/Extended Contract Timesheets Due to After School Programs Office on the following anticipated dates:	OUSD Anticipated Payroll Issue Dates ***Please note: Allow 45 days processing time for the first submission. Future submissions take approximately 2 weeks .***
September 30, 2012	October 14, 2012
October 31, 2012	November 15, 2012
November 30, 2012	December 15, 2012
December 16, 2012	January 13, 2013
January 31, 2013	February 15, 2013
February 29, 2013	March 15, 2013
March 30, 2013	April 13, 2013
April 30, 2013	May 15, 2013
May 31, 2013	June 15, 2013
June 15, 2013	July 5, 2013

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



**PROCEDURES FOR EXTENDED TIME AND/OR OVERTIME FORMS (ET/OT)  
FOR OUSD CLASSIFIED EMPLOYEES 2012-2013**

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

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

- ◆ Complete "Combined ET/OT/CT and Move-Up/Acting Time Report", using appropriate Budget Org Key
- ◆ Have Employee Sign Form
- ◆ Have Site Coordinator Sign Form
- ◆ Have Principal Approve and Sign Form
- ◆ All Custodial ET/OT forms must be submitted to Custodial Services at 900 High Street.
- ◆ All SSO ET/OT forms must be submitted to Mynette Theard in the SSO Office at 1011 Union St.
- ◆ Any other ET/OT forms for 21<sup>st</sup> Century and ASES classified staff must be delivered to Oakland SUCCESS After School Programs Office in order to be processed and paid. Please see payment schedule in chart below. **Forms that are submitted after the due dates listed below will be paid on the following Payroll Issue Date.** We are located at 495 Jones Avenue, in the Brookfield Annex.
- ◆ Rate varies depending on employee's hourly rate

<b>ET/OT Forms Due to After School Programs Office on the following anticipated dates:</b>	<b>OUSD Anticipated Payroll Issue Dates</b>
September 15, 2012	September 30, 2012
September 30, 2012	October 14, 2012
October 14, 2012	October 31, 2012
October 31, 2012	November 15, 2012
November 15, 2012	November 30, 2012
November 30, 2012	December 15, 2012
December 15, 2012	December 30, 2012
December 30, 2012	January 13, 2013
January 13, 2013	January 31, 2013
January 31, 2013	February 15, 2013
February 15, 2013	February 29, 2013
February 29, 2013	March 15, 2013
March 15, 2013	March 30, 2013
March 30, 2013	April 13, 2013
April 13, 2013	April 30, 2013
April 30, 2013	May 15, 2013
May 15, 2013	May 31, 2013
May 31, 2013	June 15, 2013
June 15, 2013	June 29, 2013

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



# Leaf Love

WINTER 2012

In this issue: Our Staff | Love Cultivating Schoolyards | Youth Roots  
The Family Resource Center | Parents' Perspective | After-School Programs



## Meet Our Staff

### What about your work at Oakland Leaf inspires you?

"What inspires me is watching the seeds we plant grow.....feeding ourselves from our labor, seeing the youth make the connections between their work, health, and community, and seeing the youth look critically at their surrounding environment."

— Matthew Linzner, Love Cultivating Schoolyards Program Coordinator

"What I love about my job is the sense of community I feel at ASCEND, ASW, and Oakland Leaf. There is a lot of love, care, and dedication. I am inspired by the youth and families we work with, listening to their stories, supporting them through rough times and celebrating with them during good ones.

Parents who have been part of Oakland Leaf programs are confident because they know that they have a support network. Oakland Leaf helps students become independent and learn how to create relationships with peers, staff, and their parents.

— Esmeralda Meza, Family Resource Center Program Director

"What I love most about my job is the group of kids that I have worked with for the past four years. I started working with them when they were in second, grade and now they are fifth graders. To be a part of their learning and to grow with them is an honor and inspires me the most. Some people have their religion or their spirituality to

save them from the things that keep them down. I have these kids and for that I am thankful.

— Valerie Nicholas, ASCEND Sunset Warriors Assistant Program Director

"I love giving back to the school where I came from. I first began doing art for political expression at Urban Promise Academy as a middle schooler. I like seeing youth use art as a form for change, to beautify their community or even their room. I also like giving them the opportunity to know they have these skills. These skills should not be hidden. Everyone should know that their art is beautiful."

— Agustin Barajas, Urban Arts Graffiti Art Teacher



## Love Cultivating Schoolyards



Love Cultivating Schoolyards (LCS) is comprised of two community gardens led by our LCS Program Coordinator and six high schoolers who participate in paid apprenticeships. As the apprentices advance in the program, they take on more responsibility and organize gardening events that support agricultural traditions and establish new sustainable food systems.

Through these apprenticeships young-adults take a leadership role to bring together and transform their community.

"I used to go to UPA. My brother works in the gardens and this summer I came in and started working in the UPA and ASCEND gardens with him. It's really fun. I love working with the little kids in the garden. We plant the plants together, get to watch them grow and then eat them. The little kids have a lot of funny things to say. You can tell the kids really like working in the garden because they come in with a smile and leave with an even bigger one. It's nice. I see them in the street and we'll stop and say hi."

— Jose Luis Rodriguez, Love Cultivating Schoolyards Apprentice



## Youth Roots



In Youth Roots we often say that we are always “being” and in the process of “becoming.”

“In the process of this emancipating work (last year), the Youth Roots crew realized that they had lost their connection to some of the principles that were fundamental to what Youth Roots is about. This year, we are trying to re-build and re-energize the program. Our hope is to redesign Youth Roots in a way that keeps all significant aspects of Youth Roots, and at the same time, incorporates new components such as liberation movements from history.” — Maribel Rico (Junior at Skyline High School) and Stephanie Zuñiga (Senior at Lighthouse Community Charter School) Youth Roots Interns

“In my years in education, I have never seen a program that approaches young people with so much thought, love, and respect. Programming that approaches, observes, and serves students from multiple angles is exactly what young adults need, especially those who face violence and the struggles that come from living in conditions of poverty.”

— Mirella Rangel, Executive Director of Oakland Leaf





## Family Health and Wellness

We approach health and wellness as encompassing the emotional, physical, and overall wellness of the child and family unit. We offer classes and workshops on topics such as nutrition, cooking and fitness, supporting the emotional wellness of youth, and family gardening. While we work to educate and support families, we also encourage families to be part of the solution. Parents participate in the salad bar, preparing healthy lunch options for students. Families also volunteer for the morning Safety Patrol.

“Safety patrols reclaim our park and keep the youth safe around our community.” – *Susana Garcia Del Angel, Mother of Urban Promise Academy 8th Grader, Bryant*

“My favorite thing about the Family Resource Center nutrition classes is learning different methods of preparing the vegetable or fruit of the month. I also like the group discussions because parents get a chance to talk about the foods their kids don’t like and get ideas from other moms on how to prepare them differently. Because of the nutrition classes I am introducing more vegetables into my family’s meals.” – *Marybell Garcia, Mother of ASCEND 2nd Grader and 6th Grader*

“We regularly enjoy family lunches and potlucks, and I enjoy having this beautiful relationship with parents, students, and school staff.” – *Deborah Chidez, Mother of Urban Promise Academy 7th Grader, Francisco*



## A Parent’s Perspective

Maricela Macias and Edgar Ortega are parents of three students that attend our ASCEND Sunset Warriors after-school program. Their children are Samantha, 8th grade, Xochitl, 4th grade, and Edgar, 1st grade.

**What words come to mind when you think of the ASW after-school program?** Oh wow...

I guess: fun, leadership, art, safety, SOMOS, caring, sports, Girls Inc., and a positive, firm foundation. What I love is that you really listen to the children when they are having problems or having a bad day. I have watched and you really take your time to help them come up with a solution and offer really great guidance.

**Oakland Leaf’s mission is cultivating community transformation through creative education. How is our mission related to you and your children’s experiences with ASW?** I can see the transformation happening, especially with my beautiful daughter, Samantha. She has become increasingly comfortable with speaking up for herself and others. It does not matter if she needs to speak with adults or other students. Her confidence has increased. She is also making better choices. That can be really difficult to do while in middle school. I am proud of her. Basically, the ASW program helps my children transform themselves to become better people. I know that these experiences will stay with them for the rest of their lives.

## Rise and Shine, Family Literacy

Rise and Shine gives families the opportunity to read aloud as a community before and after school. Participants get a healthy snack and a free book to take home. 80% of parents regularly participate.

“I’m a good reader. I love reading!” – *ASCEND 1st Grader*

“Rise and Shine gives me the chance to read with my daughter in her classroom, with her friends and her friends’ parents. Rise and Shine has increased my daughter’s confidence and interest in reading.

Nadia looks forward to Rise and Shine. We missed it one time this year and she got really mad at me. She will never let me forget it. I love Rise and Shine and really wish the program continued past first grade.” – *Angeles, Mother of ASCEND 1st Grader Nadia*

“Reading is my favorite thing to do. I like Rise and Shine because it’s more fun to read with my friends than at home. My favorite books are *The Giving Tree* and *Monster Math*. We read *The Giving Tree* over and over.” – *Nadia, ASCEND 1st Grader*





WWW.OAKLANDLEAF.ORG | 510.564.4334

7700 EDGEWATER DRIVE, SUITE 818 OAKLAND, CA 94621-3030



## Urban Arts and ASCEND Sunset Warriors

Oakland Leaf runs two very successful after-school programs, one at Urban Promise Academy (UPA), the other at ASCEND. Our after-school programs provide a continuum of services to ensure that our students achieve academically as they develop into thoughtful, creative adults. Our programs focus heavily on cultivating wonderment and curiosity. They offer a safe environment for exploration and critical thinking. At our after-school programs staff, students, interns, and families interact and learn from each other.

***"I teach Martial Arts and Girl Power at UPA. My favorite thing about teaching martial arts is that the students can use it to overcome real problems like bullying and self-defense. The energy and growth of my students inspires me. In my Girl Power class the students pick issues they want to address, like unhealthy relationships and jealousy. We work through these issues together as a group. Last week in Girl Power we focused on jealousy regarding friendships. After the class one student came up to me and told me that she was having problems with one of her friends – she felt left out. She said that she talked to her friend using the language we discussed in class and that her friend apologized to her for not being a good friend. My student just wanted to thank me for my help."***

**– Gina Rossi, Urban Arts Teacher and Administrative Assistant**



## Our Students

**What is your favorite thing about the after-school program?**

**"I like the program because it's fun and helps me try new things." – Monica, ASCEND 2nd Grader**

**"I like the 3-D class because I get to learn how to do animation stuff, like make things pop out." – ASCEND 3rd Grader**

**"I like that everybody is treated the same and it's fun." – ASCEND 4th Grader**

**"I like homework class because it helps me, we work together and my grades are better" – ASCEND 4th Grader**

**Thank you to our supporters who make all of this possible!**

Exhibit H

**CERTIFICATES OF INSURANCE AND ADDITIONAL INSURED ENDORSEMENT**

**INSERT HERE**

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
6/20/2012

PRODUCER (510)548-8200 FAX: (510)548-6145  
Fidelity Insurance Service  
801 Allston Way  
Berkeley CA 94710  
INSURED  
Oakland Leaf Foundation  
7700 Edgewater Drive, #818  
Oakland CA 94621-3030

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: NIAC	
INSURER B: Markel Insurance Co.	
INSURER C:	
INSURER D:	
INSURER E:	

**COVERAGES**  
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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	X	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	201116332NPO	10/5/2011	10/5/2012	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	X	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	201116332NPO	10/5/2011	10/5/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
A		<b>EXCESS/UMBRELLA LIABILITY</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10,000	201116332UMBENPO	4/2/2012	10/5/2012	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ \$
B		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	MWC001686401	10/30/2011	10/30/2012	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER 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/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS  
Certificate holder is named additional insured with respect to the insured's operations.

**CERTIFICATE HOLDER**  
Oakland Unified School District  
Department of Complimentary Learning  
121 East 11th Street  
Oakland, CA 94606

**CANCELLATION**  
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.  
AUTHORIZED REPRESENTATIVE  
*[Signature]*

POLICY NUMBER: 2011-16332-NPO

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## **ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

GENERAL LIABILITY

SCHEDULE

**Name of person or Organization (Additional Insured):**

Oakland Unified School District

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

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your operations or premises owned by or rented to you.

Exhibit I

**STATEMENT OF QUALIFICATIONS**

**INSERT HERE**

Search Results Excluded By  
Firm, Entity, or Vessel : Oakland Leaf  
as of 05-Aug-2012 6:14 PM EDT

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Your search returned no results.



## Renee McMearn

---

**Subject:** FW: Explanation to accompany after school contracts for Ascend and Learning Without Limits

Below is the explanation for After School Education and Safety (ASES) Grant to be used at the new charter schools Ascend and Learning Without Limits.

----- Forwarded message -----

From: **Jacqueline Minor** <[jacqueline.minor@ousd.k12.ca.us](mailto:jacqueline.minor@ousd.k12.ca.us)>

Date: Thu, Jul 19, 2012 at 8:39 PM

Subject: Re: Explanation to accompany after school contracts for Ascend and Learning Without Limits

To: Julia Ma <[julia.ma@ousd.k12.ca.us](mailto:julia.ma@ousd.k12.ca.us)>

Cc: Janette Puccetti <[janette.puccetti@ousd.k12.ca.us](mailto:janette.puccetti@ousd.k12.ca.us)>, Renee McMearn <[renee.mcmearn@ousd.k12.ca.us](mailto:renee.mcmearn@ousd.k12.ca.us)>, Andrea Bustamante <[andrea.bustamante@ousd.k12.ca.us](mailto:andrea.bustamante@ousd.k12.ca.us)>

Excellent explanation Julia.

Sent from my iPad

On Jul 18, 2012, at 4:05 PM, Julia Ma <[julia.ma@ousd.k12.ca.us](mailto:julia.ma@ousd.k12.ca.us)> wrote:

Hi Jackie and Jan,

I hope you are well! I'm hoping one of you can take a quick look at the paragraph I have drafted below to include with the after school lead agency contracts for Ascend and Learning Without Limits charter schools.

Today when he was signing off on our contracts, Vernon raised questions about why we had after school contracts for these two schools. I gave him the explanation below.

Please let me know if this is accurate and appropriate to include as an explanation to accompany the lead agency contracts between Learning without Limits and Reading Partners; and between Ascend and Oakland Leaf.

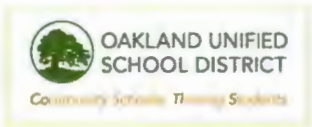
Thank you.

Julia Fong Ma  
Coordinator, After School Programs  
After School Programs Office  
Family, School, and Community Partnerships Dept.  
Oakland Unified School District

[Julia.Ma@ousd.k12.ca.us](mailto:Julia.Ma@ousd.k12.ca.us)  
(510) 568-1033; (510) 639-3335 (fax)  
495 Jones Ave., Brookfield Annex  
Oakland, CA 94603  
[www.ousd.k12.ca.us](http://www.ousd.k12.ca.us)  
[www.thrivingstudents.org](http://www.thrivingstudents.org)

*Community Schools, Thriving Students*

OUSD is continuing to receive after school funding from the CA Department of Education for Ascend and Learning Without Limits charter schools. OUSD will continue to serve as the fiscal agent of ASES after school grants for Ascend and Learning Without Limits. After school services are part of the partnership agreement between OUSD and these two charter schools. As part of that partnership agreement, OUSD will be responsible for grants management, reporting to CDE, and fiscal and programmatic compliance of the ASES grants. Ascend and Learning Without Limits after school programs will continue to receive training, professional development, technical assistance, and program monitoring from OUSD's After School Programs Office. In exchange, OUSD will continue to receive a portion of each school's ASES grant dollars for OUSD indirect, administrative and evaluation costs for the After School Programs Office, and after school custodial costs.



## MEMORANDUM OF UNDERSTANDING ROUTING FORM 2012-2013

### Basic Directions

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

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

### Agency Information

Agency Name	Oakland Leaf			Agency's Contact Person	Mirella Rangel
Street Address	7700 Edgewater Drive			Title	Executive Director
City	Oakland			Telephone	(510) 564-4334
State	CA	Zip Code	94621	Email	mirella.rangel@oaklandleaf.org
OUSD Vendor Number	i001624				
Attachments	<input type="checkbox"/> Proof of general liability and workers' compensation insurance <input type="checkbox"/> Statement of qualifications <input type="checkbox"/> Program Planning Tool and Budget <input type="checkbox"/> Printout showing this vendor does not appear on the Excluded Parties List. ( <a href="http://www.epls.gov/epls/search.do">www.epls.gov/epls/search.do</a> )				

### Compensation and Terms – Must be within OUSD Billing Guidelines

Anticipated Start Date	07/01/2012	Date work will end	08/31/2013	Total Contract Amount Grant: \$ 124,064	\$124,064.00
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### Budget Information

Resource #	Resource Name	Org Key #	Object Code	Amount	Req. #
6010	ASES	1851553401	5825	\$124,064.00	R0302508
			5825	\$	
			5825	\$	
			5825	\$	

### OUSD Contract Originator Information

Name of OUSD Contact	Larissa Adam	Email	Larissa.Adam@ousd.k12.ca.us		
Telephone	(510) 879-3140	Fax	(510) 534-7377		
Site/Dept. Name	185	185/Ascend School	After School Program Enrollment Grades	1st	through 8th

### 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.epls.gov/epls/search.do>)

Please sign under the appropriate column.	Approved	Denied – Reason	Date
1. Site Administrator			6-11-12
2. Oakland After School Programs Office			7-13-12
3. Network or Executive Officer			7/16/12
4. Cabinet (CAO, CCO, CFO, CSO, Asst Sup)			8-8-12
5. Board of Education or Superintendent			
Procurement			Date Received