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**OAKLAND UNIFIED  
SCHOOL DISTRICT**

*Community Schools, Thriving Students*

# Memo

*Handwritten signature: Gary D. Yee*

**To** Board of Education  
**From** Gary Yee Ed.D., Superintendent  
 By: Maria Santos, Deputy Superintendent, Instruction, Leadership & Equity-in-Action  
 Vernon Hal, Deputy Superintendent, Business & Operations

**Board Meeting Date**  
*(To be completed by Procurement)* August 28, 2013

**Subject** Memorandum of Understanding - Oakland Leaf (contractor) - 206/Bret Harte Middle School (site/department)

**Action Requested** Approval of Memorandum of Understanding between Oakland Unified School District and Oakland Leaf for services to be primarily provided to Bret Harte Middle School.

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

The After School Education and Safety (ASES) Program is the result of the 2002 voter approved initiative, Proposition 49. This proposition amended California Education Code 8482 to expand and rename the former Before and After School Learning and Safe Neighborhood Partnerships Program. The ASES Program funds the establishment of local after school education and enrichment programs. These programs are created through partnerships between schools and local community resources to provide literacy, academic enrichment and safe, constructive alternatives for students in kindergarten through ninth grade. The ASES program is defined within the language of SB 638 and Education Code (EC) sections 8482 through 8484.6. The general purpose of the 21<sup>st</sup> Century Community Learning Center (21<sup>st</sup> CCLC) program is to establish or expand community learning centers that provide students with academic enrichment opportunities along with activities designed to complement the students' regular academic program. California Education Code (EC) Section 8421 further defines the purpose of the 21<sup>st</sup> CCLC High School ASSETs program as (1) creating incentives for establishing locally driven after school enrichment programs that partner schools and communities to provide academic support and safe, constructive alternatives for high school pupils in the hours after the regular school day, and (2) assisting pupils in passing the high school exit examination for public school programs.

**Discussion**  
*One paragraph summary of the scope of work.*

Approval by the Board of Education of a Memorandum of Understanding between 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 Bret Harte Middle School's comprehensive After School Program for the period of July 1, 2013 through August 29, 2014, in the amount of \$197,961.00.



- Recommendation**      Approval of Memorandum of Understanding between Oakland Unified School District and Oakland Leaf. Services to be primarily provided to 206/Bret Harte Middle School for the period of July 1, 2013 through August 29, 2014.
- Fiscal Impact**      Funding resource name (please spell out) 6010/After School Education and Safety (ASES) Grant in the amount of \$126,279.00 and 4124/21<sup>st</sup> Century Community Learning Centers (21<sup>st</sup> CCLC) Grant in the amount of \$71,682.00, for a total not to exceed \$197,961.00.
- Attachments**
- Memorandum of Understanding
  - Certificate of Insurance
  - Scope of Work
  - Statement of qualifications

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**Memorandum of Understanding 2013 – 2014  
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 206/Bret Harte Middle 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, 2013 to August 29, 2014 and may be extended by written agreement of both parties.
3. **Termination.** OUSD may at any time terminate this MOU for any or no reason upon not less than five (5) days written notice to AGENCY. OUSD shall compensate AGENCY for services satisfactorily provided through the date of termination. In addition, OUSD may terminate this MOU for cause should AGENCY fail to perform any part of this MOU. In the event of termination for cause, OUSD may secure the required services from another contractor. If OUSD's cost of procuring services from another contractor exceeds the cost of providing the services pursuant to this MOU, AGENCY shall pay the additional cost.
4. **Compensation.** The ASEP and 21st CCLC grant award amount for 206/Bret Harte Middle School is \$197,961.00. 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 21st CCLC grants shall be based on actual student attendance rates (\$7.50 a day per student), not estimates, as those programs are "positive attendance based." OUSD reserves the right to modify the annual core allocation based on reported attendance. In the event that payments made to AGENCY exceed the reported attendance for the Core grant, the AGENCY will return payments to OUSD at the rate of \$7.50 a day per student. Documentation of attendance must be submitted through the OUSD/OFCY attendance systems in order for invoices for payment of services for the ASEP and 21st CCLC grants to be processed. Exhibit A (Attendance Reporting Schedule 2013-2014")
- 4.2.1. **Reconciliation Process for Positive Attendance Based Grant Funds.** OUSD will adjust the payment of the "positive attendance based" grants based on quarterly review of monthly invoices and attendance for services rendered related to the ASEP, 21ST CCLC (Core Grant) for any adjustments resulting from the reconciliation of the attendance reports for that quarter's months. The attendance reconciliation process will assess the program's

performance with respect to the required compliance with the grant mandated attendance rates. Based on the review, financial adjustments of additional payment or additional withholding will be made. Any remaining balance(s) will be forwarded to AGENCY or OUSD. Any adjustment required in excess of the withholding will necessitate additional adjustments to future invoices and payments.

**4.2.2. Administrative Charges and Reconciliation.** Reconciliation process for positive attendance based grants must factor in the subtraction of administrative and other OUSD central charges, as outlined in section 4.3, from any grant amounts earned through attendance (OUSD indirect, custodial, evaluation, and After School Programs Office administrative and training/technical assistance fees).

**4.3. OUSD Administrative Fees.** OUSD shall charge and withhold up to 14% from the overall ASEP and 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 2013-2014 and will not exceed \$197,961.00 in accordance with **Exhibit B** ("ASEP/21<sup>st</sup> CCLC Planning Tool/Comprehensive After School Program Budget for AGENCY 2013-14").

**4.6. Modifications to Budget.** Any modifications to the approved grant budget must be approved by OUSD, AGENCY, and CDE before expenditures of funds for modified line items are authorized. Except as expressly set forth herein, OUSD shall not be liable to AGENCY for any costs or expenses paid or incurred by AGENCY in performing services for OUSD. The granting of any payment by OUSD, or the receipt thereof by AGENCY, shall in no way lessen the liability of AGENCY to correct unsatisfactory work, although the unsatisfactory character of that work may not have been apparent or detected at the time a payment was made. Work, which does not conform to the requirements of this Agreement, may be rejected by OUSD and in that case must be replaced by AGENCY without delay.

**4.7. Program Fees.** The intent of the ASEP and 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 206/Bret Harte Middle School, will be responsible for operations and management of the ASEP, 21st CCLC, OFCY, and private grants contracted to AGENCY by OUSD for fiscal year 2013-2014. This shall include the following required activities:

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

**5.1.1. Alignment with Community School Strategic Site Plan (CSSSP).** AGENCY will ensure the after school program aligns with OUSD and 206/Bret Harte Middle School and objectives to ensure the success of students as articulated in the Community School Strategic Site Plan (CSSSP). AGENCY will work in partnership with the school principal to ensure that the program components are aligned with and complement OUSD standards and school site curriculum.

**5.2. Oversight.** AGENCY will provide oversight, fiscal management, payroll services, technical assistance, and facilitation of collaboration with other service providers. Agency must ensure compliance with ASEP and 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 6th through 8th grade students at 206/Bret Harte Middle School, to serve sufficient number of students and run services for a sufficient number of days to earn the full core grant allocation of funding.

#### **5.4. Program Requirements**

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

**5.4.2. Program Days.** The program shall be offered a minimum of 177 - 180 days during the 2013 - 2014 school year. AGENCY will close the ASEP and 21<sup>st</sup> CCLC program no more than a maximum of 3 days in the 2013-14 school year for staff professional development, as permitted by Education Code. Programs that receive 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 ASEP and 21st CCLC grants for students at 206/Bret Harte Middle 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 206/Bret Harte Middle School
- OUSD After School Programs Office
- OUSD central administration departments
- Parents/Guardians
- Youth
- Community organizations and public agencies

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

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

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

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

**6.1.1.** a full description of the trip and scheduled activities

**6.1.2.** student/adult participant health information

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

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

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

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

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

**6.6. Supervision**

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

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

**6.6.3.** Chaperones are all AGENCY employees or subcontractors, parent(s)/guardian(s), or other authorized chaperones and are 21 or older. After School and Summer Program Coordinators and lead trip staff are satisfied that all chaperones are willing and able to perform required duties, including understanding and implementing instructions, understanding health information for students in their group, and responding effectively in the event of an emergency. Trip attendees shall be limited to assigned school or early childhood education or after school program staff, students and authorized chaperones. Guests, including but not limited to friends and other family members, are strictly prohibited absent prior written approval of the after school program coordinator or AGENCY executive director. Before the trip, after school and summer program staff leading trip shall provide any adult chaperones who may accompany the students with clear information regarding their responsibilities. Chaperones shall be assigned a prescribed group of students and shall be responsible for the continuous monitoring of these students' activities. Chaperones shall not consume alcoholic beverages or be under the influence of controlled substances while accompanying and supervising students on a trip.

**6.6.4.** When a trip is made to a place of business or industry, staff shall arrange for an employee of the host company to serve as conductor.

**6.6.5.** Adult:Student Ratio is at least 1:10 or higher if swimming or wading or high risk trip. If the trip involves water activities, this ratio shall be revised to ensure closer supervision of elementary grade or younger students, appropriate to their ages. The ratio of adults to students on field trips and excursions shall be reasonable under the circumstances.

**6.6.6.** Safety requirements have been met (eg: current First aid/CPR training of at least one chaperone, first aid kits, emergency contact and health info, instructions for chaperones, staff and chaperones have cell phones which are charged and available for communication).

**6.7. Transportation Requirements:** The after school and summer program or subcontractors shall ensure compliance with all state laws and may transport by the use of its own equipment, contract to provide transportation or arrange transportation by the use of other equipment to enrolled after school and summer participants provided that: (A) parent/guardians' written permission has been obtained in advance; (B) After School Program Coordinator and/or Summer Program Coordinator has confirmed that: transportation arrangements are safe and appropriate; (C) all drivers have valid California driver's license; (D) all drivers have received fingerprint clearance; (E) provided that such transport is covered under driver or registered owner's personal automobile insurance or AGENCY automobile liability insurance policy for at least \$100,000 per individual and \$300,000 per occurrence for liability for bodily injury; and \$50,000 per occurrence for liability for property damage; (F) all drivers and registered owners of private or rented vehicles used shall complete and sign declaration of driver forms assuring that: (i) the driver is at least 21 years of age and holds a current valid California driver's license;(ii) the driver has not been convicted of reckless driving or driving under the influence of drugs or alcohol within the past five years; and (iii) the driver provides proof



of sufficient insurance; (G) if after school or summer program arranges and/or contracts with a third party to provide this transportation, the organization or company with whom they contract must be licensed as a transportation provider, be certified to transport students (e.g., School Pupil Activity Bus certification) and have at least \$5,000,000 automobile and \$1,000,000 General Liability insurance; (H) arrangements have been made for additional vehicle for use in event of illness or emergency; and (I) students receive instruction in safe conduct on bus or other transport; and (J) drivers shall receive safety and emergency instructions and information which shall be kept in their vehicle, including health and emergency information for each student riding in his/her vehicle.

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

6.9. Vendor is licensed to provide all proposed activities.

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

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

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

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

**6.11.1. Definition of High Risk Activities**

6.11.1.1. Because of concerns about the risk to student safety, the after school program coordinator shall not permit the following activities on campus or during AGENCY sponsored after school or summer program trips, events and activities unless the activity is properly supervised, students wear protective gear as appropriate, and each participant has insurance coverage:

- Amusement Parks
- Interscholastic Athletic Activities
- Bicycle riding
- Circus Arts
- Hiking (Moderate to rigorous terrain or length) vs short nature "walks"
- Hang gliding
- Horseback riding
- Ice Skating
- In-line or Roller Skating
- Rock climbing, climbing walls
- Skateboarding or use of non-motorized scooters
- Snow sports of any kind
- Trampoline; Jumpers
- Motorcycling
- Rodeo
- Target Shooting
- Water Activities including but not limited to: swimming, snorkeling, scuba diving, sailing, boating, kayaking, river rafting, water slides, water skiing etc.
- Outdoor active, experiential programs (Ropes course, pulley, etc.)

- Other activities determined by the school principal to have a high risk to student safety

**6.11.1.2** The cost of insurance coverage for such activities shall be borne by the student and/or AGENCY.

**6.11.1.3** Students who operate or ride as a passenger on a bicycle, non-motorized scooter or skateboard upon a street, bikeway or any other public bicycle path or trail shall wear a properly fitted and fastened bicycle helmet that meets the standards of law. Students also shall be required to wear such helmets while wearing in-line or roller skates.

**6.11.2.** Department of Justice and FBI fingerprinting and fingerprint clearance must be obtained for all non-District employee chaperones. Chaperones who continue beyond one school year will need to get fingerprint clearance once every three years from the time they begin chaperoning on after school program trips. Chaperones shall act in accordance with district policies, regulations and school rules. A person who is required to register as a sex offender pursuant to Penal Code 290 shall not serve as a chaperone on any field trip.

**6.11.3.** No chaperone shall be assigned to provide supervision or instruction of students unless he/she has submitted evidence of an examination within the past 60 days to determine that he/she is free of active tuberculosis. Chaperones whose skin test negative shall thereafter be required to take tuberculosis test every four years or sooner if deemed necessary by AGENCY.

**6.11.4.** Letter must be sent to parent(s)/guardian(s) and a meeting must be held for staff, chaperones, parent(s)/guardian(s) and students in advance of trip to discuss trip and safety related procedures, itinerary and questions.

**6.11.5.** Sleeping arrangements and night supervision are safe and appropriate.

**6.11.6. Vendor Proof of Insurance:** After School Program Coordinator and/or Summer Program Coordinator has obtained proof of insurance from all private vendors including:

- Facility
- Program

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

**6.12.1.** No swimming or wading shall be allowed on trips unless planned and approved in advance.

**6.12.2.** When wading in the ocean, bay, river or other body of water as part of a planned, supervised outdoor education activity, after school program staff shall provide for a number of chaperones to exceed the normal one to ten ratio and shall instruct both chaperones and students of the real and potential risks inherent in such activities and the precautions necessary for their safety.

### **6.12.3. Swimming Activities**

**6.12.3.1.** Parents/guardians must provide written permission for the student to swim and must indicate the student's swimming ability. Students whose parents do not give permission for their child to swim shall be identified in advance of trip and a tracking system designed to ensure they do not enter pool or swim area.

**6.12.3.2.** Swimming facilities, including backyard pools, must be inspected by the AGENCY Executive Director and after school program staff before the trip is scheduled.

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

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

- 6.13.1. At least 2 weeks prior to trip date, all persons attending trip, including, but not limited to, each and every student, teacher, instructor, chaperone, supervisor, parent, administrator, volunteer, or aide (hereinafter "participant") will provide to the School District Office of the General Counsel an original, properly completed, signed and dated East Bay Regional Park District Waiver (**attached as Exhibit E**), executed by either the participant if he or she is 18 years of age or older, or the participant's parent or legal guardian if the participant is under 18 years of age
- 6.13.2. Should AGENCY fail to provide an original, properly completed, signed and dated East Bay Regional Park District Waiver for each trip participant as defined in Section 6.13.1 above, AGENCY agrees to hold harmless, defend and indemnify OUSD, its officers, employees, volunteers and agents from all claims and actions resulting therefrom.

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

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

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

**7.2. Disputes.** AGENCY shall make all records related to ASESP, 21ST CCLC available to OUSD for review. OUSD and AGENCY shall meet and confer regarding any disputes as to the amount of actual expenses before taking any action to collect funds.

## 8. Invoicing

**8.1. Billing Structure.** AGENCY shall only invoice for actual expenditures incurred. Supporting documentation must be presented along with monthly invoices upon request. Billing details must be provided upon request to OUSD to ensure compliance with related sub recipient and grant guidelines.

**8.2. Unallowable Expenses.** AGENCY may not purchase computers or capital equipment using ASES, 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 ASESP and 21<sup>st</sup> Century Grants.** For services rendered related to the ASESP and 21<sup>st</sup> CCLC grants, OUSD shall pay AGENCY, on a monthly basis, for appropriately documented expenses related to the ASESP and 21<sup>st</sup> CCLC grants, with a cumulative total for 2013-14 not to exceed \$197,961.00 in accordance with the attached Exhibits to this Memorandum. Invoices for payment of services shall be submitted by the 10<sup>th</sup> of each month to the OUSD After School Programs Office, utilizing the required OUSD invoicing and staff qualifications form (**Exhibit F**). OUSD will strive to adhere to second Accounts Payable check run per the published schedule of monthly payments if invoices are submitted in accordance with the deadlines and requirements set forth in this section and the accompanying Exhibits.

**9. Ownership of Documents.** AGENCY agrees that, pursuant to California law, it shall maintain program and fiscal documentation for the ASESP and 21<sup>st</sup> CCLC programs for a minimum of five years. All documents created by AGENCY pursuant to this MOU, including but not limited to reports, designs, schedules, registration packets, early release waivers, and other materials prepared, or in the process of being prepared, for the services to be performed by AGENCY, are and shall be at the time of creation and thereafter the property of OUSD, with all intellectual property rights therein vested in OUSD at the time of creation. OUSD shall be entitled to access to and copies of these materials during the progress of the work. Any such materials in the hands of AGENCY or in the hands of any subcontractor upon completion or termination of the work shall be immediately delivered to OUSD. If any materials are lost, damaged or destroyed before final delivery to OUSD, AGENCY shall replace them at its own expense and AGENCY hereby assumes all risks of loss, damage or destruction of or to such materials. AGENCY may retain a copy of all materials produced under this MOU for its use in its general business activities.

## 10. Changes

- 10.1. Agency Changes.** AGENCY may, at any time, by written order, make changes consistent with Section 5 Scope of Work of this MOU. If such changes cause an increase or decrease in the budgeted cost of or the time required for performance of the agreed upon work, an equitable adjustment as mutually agreed shall be made in the limit on compensation as set forth in Section 4 or in the time of required performance as set forth in Section 5.4, or both. In the event that AGENCY encounters any unanticipated conditions or contingencies that may affect the scope of work or services and result in an adjustment in the amount of compensation specified herein, AGENCY shall so advise OUSD immediately upon notice of such condition or contingency. The written notice shall explain the circumstances giving rise to the unforeseen condition or contingency and shall set forth the proposed adjustment in compensation. Such notice shall be given to OUSD prior to the time that AGENCY performs work or services related to the proposed adjustment in compensation. Any and all pertinent changes shall be expressed in a written amendment to this MOU and signed by OUSD prior to AGENCY's implementation of such changes.
- 10.2. Changing Legislation.** AGENCY understands that changes in Federal, or state legislation or District policy may impact funding levels, grant requirements, and responsibilities of AGENCY during an academic school year. This MOU may be amended during the 2013-14 fiscal year to reflect additional changes resulting from such legislation.

## 11. Conduct of Consultant

- 11.1. Child Abuse and Neglect Reporting Act.** AGENCY will comply with the Child Abuse and Neglect Reporting Act (CANRA) guidelines as Mandated Reporters to report suspicions of possible child abuse to the appropriate reporting agency as stated in California Penal Code § 11164 – 11174.
- 11.2. Staff Requirements.** AGENCY will adhere to the following staff requirements for each AGENCY "agent", including employees, staff of subcontracting agencies, and volunteers. AGENCY will provide OUSD with evidence of staff qualifications, consistent with invoicing requirements outlined in Section 8.3 which include:
- 11.2.1. Tuberculosis Screening.** Current documentation of negative TB Test (PPD) on file for each AGENCY agent working with students.
- 11.2.2. Fingerprinting of Agents.** Current California Department of Justice (CDOJ) fingerprint clearance and FBI fingerprint clearance for each AGENCY agent working with students. AGENCY shall not permit its agents to come into contact with students until CDOJ and FBI clearance is ascertained, and AGENCY shall certify in writing to OUSD that none of its agents who may come into contact with pupils have been convicted of a violent or a serious felony. AGENCY shall further certify that it or its subcontracting agencies have received and reviewed fingerprint results for each of its agents, and Agency or its subcontracting agencies shall request and review subsequent arrest records for all agents who may come into contact with OUSD pupils in providing services to the District under this Agreement.
- 11.2.3. Minimum Qualifications.** AGENCY staff and agents who directly supervise students and are included in the 1:20 staff to student ratio must meet the following minimum qualifications for an instructional aide: a high school diploma or its equivalency and one of the following: (a) an AA degree; or completion of 48 semester units in college; or (b) successful completion of the Instructional Assistant exam, administered by the Alameda County Office of Education.

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

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

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

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

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

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

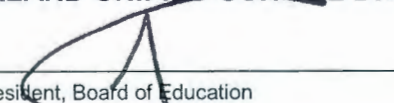
15. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

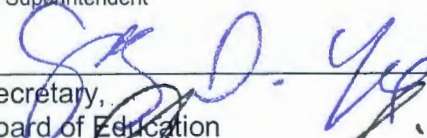
16. **Counterparts.** This MOU and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

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

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

**OAKLAND UNIFIED SCHOOL DISTRICT**

  
\_\_\_\_\_  
 President, Board of Education  
 State Administrator  
 Superintendent  
Date 8/29/13

  
\_\_\_\_\_  
Secretary,  
Board of Education  
Date 8/29/13

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

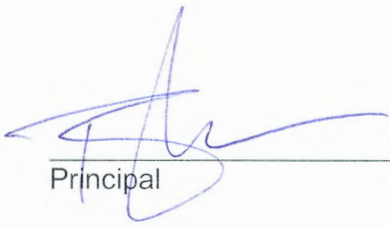
**AGENCY**

  
\_\_\_\_\_  
Agency Director Signature  
Date 7/19/2013

L. Mivalla Rangel Exec. Dir.  
\_\_\_\_\_  
Print Name, Title

**Attachments:**

- **Exhibit A.** Attendance Reporting Schedule
- **Exhibit B.** Planning Tool/Comprehensive After School Program Budget
- **Exhibit C.** Enrollment Packet, including Early Release Waiver
- **Exhibit D.** List of Anticipated Field Trips, Off Site



Principal

7/9/13

Date



Regional Executive Officer

7/16/13

Date

MOU template approved by Legal May, 2013

Events and Off Site Activities

- **Exhibit E.** Waiver for use of East Bay Regional Park District Bodies of Water (Swimming Pools, Lagoons, Shoreline Parks and Lakes) and Related Facilities
- **Exhibit F.** Invoicing and Staff Qualifications Form
- **Exhibit G.** Fiscal Procedures and Policies
- **Exhibit H.** Certificates of Insurance
- **Exhibit I.** Statement of Qualifications



Exhibit A

Attendance Reporting Schedule

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

Exhibit B

ASES and 21<sup>st</sup> CCLC After School Program Plan  
and After School Budget Planning Spreadsheet

*(Template distributed separately)*

**INSERT HERE**

AFTER SCHOOL BUDGET PLANNING SPREADSHEET									
ELEMENTARY & MIDDLE SCHOOLS (2013-2014)									
Line Item	AGS	STUD.C	17000	19000	20000	21000	22000	23000	24000
<b>CENTRAL COSTS - INKIND, ADMIN, ENAL, PD, CONTRACTUAL</b>									
<b>SUPPLIES</b>									
1000	37,740		37,740						
1010	50,000		50,000						
1020	50,000		50,000						
1030	50,000		50,000						
1040	50,000		50,000						
1050	50,000		50,000						
1060	50,000		50,000						
1070	50,000		50,000						
1080	50,000		50,000						
1090	50,000		50,000						
1100	50,000		50,000						
1110	50,000		50,000						
1120	50,000		50,000						
1130	50,000		50,000						
1140	50,000		50,000						
1150	50,000		50,000						
1160	50,000		50,000						
1170	50,000		50,000						
1180	50,000		50,000						
1190	50,000		50,000						
1200	50,000		50,000						
1210	50,000		50,000						
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2150	50,000		50,000						
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2190	50,000		50,000						
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2570	50,000		50,000						
2580	50,000		50,00						

**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**  
**2013 - 2014**

**SECTION 1: School Site Information**

School Site: Bret Harte Middle School

Date: May 28, 2013

Principal Signature:

Lead Agency Signature:

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

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

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

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

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

1. 85% – 95% of students attending the Bret Harte after-school program will receive academic support through writing and literacy exploration.
2. 90% of all 6<sup>th</sup> – 8<sup>th</sup> grade students attending Bret Harte after-school program will receive support to facilitate their transition to 9<sup>th</sup> grade and college and career readiness information.
3. 75% of Bret Harte after school program students will display and/or demonstrate project results from their enrichment program that they will present to the Bret Harte community at a culminating event.

### 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>  <i>As a result of our ASP efforts...</i>	<b>Strategic Activities</b>  <i>What after school strategic activities will support the desired outcomes?</i>	<b>Outcomes of Strategic Activities</b>  <i>What short-term outcomes will you expect from your efforts by the end of the school year?</i>	<b>Data used to assess the strategic activities</b>  <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>ENRICHMENT OPPORTUNITIES</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 leadership and empowerment.	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 students due to academic	Our after-school program will be in communication with the regular school day to support any students who may be in danger of being truant.  Data compiled by Public Profit.

	Oakland Leaf Foundation will collaborate with the Family Resource Liaison to engage families.	or social development. Included in the criteria for student referrals is student's truancy rate. -Academic Liaison and school administration will inform the after-school site coordinator and administration when students are struggling with their attendance.	
<b>Job Skills/Career readiness:</b> How many more students have meaningful internships and/or paying jobs?			
<b>Health and Well-being:</b> How many more Oakland children have access to, and use, the health services they need?	<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 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.  <b>Body</b> Our after-school programs, family resource center and	All students will have access to additional caring adults with whom they will develop meaningful and appropriate relationships.  All students will have the opportunity to engage in physical activities in the after-school program.  All students will have the opportunity to participate in art activities that are culturally relevant.	We are working on establishing an internal survey to measure more specific metrics.

	<p>community gardens foster environmental awareness and stewardship, nutrition, fitness, food justice, and indigenous land cultivation practices.</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>		
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#### SECTION 4: Program Model and Lead Agency Selection

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

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

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

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

Oakland Leaf cultivates community transformation through creative education. Leaf programs place a premium on values and high expectations for young people. 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.

Our programs derive their strength and beauty from the interweaving of five initiatives: Literacy, Health and Wellness, Empowerment and Leadership and STEM ( Science, Technology, Engineering, Math). Oakland Leaf programs

include: Oakland Peace Camp, a summer program serving 90 youth annually; six comprehensive after-school programs ASCEND Sunset Warriors, Think College Now, International Community School, EnCompass Academy, Bret Harte Middle School, and Learning Without Limits Full Circle; 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.

Oakland Leaf and Bret Harte Middle School are dedicated to developing leaders, scholars, and mentors who create a more compassionate, equitable, and just society.

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

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

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

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

Projected Daily Attendance during School Year 2013-2014:	160
--	-----

### Program Schedule

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

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



## SECTION 6: Academics

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

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

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

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

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

	Target Population	Academic Support (choose one)	CSSSP goal(s) or school need supported by activity	Measurable Outcomes	Description of program/activity	Instructional Strategies
1	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	To Increase learning opportunities and academic rigor	<i>75% of students participating in the academic support classes will improve their understanding of their homework.</i>	Scholar In Training (SIT)- dedicated time to provide students with homework assistance, basic skill development and support.	Provide ELL, literacy and math support
2		<input type="checkbox"/> Homework Support <input type="checkbox"/> Tutoring <input type="checkbox"/> Skill Building <input type="checkbox"/> Academic Intervention <input type="checkbox"/> Other				
3		<input type="checkbox"/> Homework Support <input type="checkbox"/> Tutoring <input type="checkbox"/> Skill Building <input type="checkbox"/> Academic Intervention <input type="checkbox"/> Other				

## 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 their classroom learning in a real, hands-on way. Enrichment activities should intentionally and creatively build skills that support students' success in school and in life. Enrichment activities often support school goals for health and wellness, positive school climate, arts learning, and student engagement.

Type of Enrichment	Rationale	CSSSP goal(s) or school need supported by activity	Brief Description	Targeted Skills	Measurable Outcome
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)	A variety of instructional and interventions strategies for a diverse population of learners	These classes are will develop students' use of technology through a project-based learning approach.	<input checked="" type="checkbox"/> College/Career Readiness <input checked="" type="checkbox"/> Social Skills/Conflict Res. <input checked="" type="checkbox"/> Leadership <input type="checkbox"/> Academic (specify) <input type="checkbox"/> Health/Fitness <input type="checkbox"/> Other (specify)	50% of students participating in these classes will increase their computer skills.
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 on creating art by reusing and recycling.	<input type="checkbox"/> College/Career Readiness <input type="checkbox"/> Social Skills/Conflict Res. <input type="checkbox"/> Leadership <input type="checkbox"/> Academic (specify) <input type="checkbox"/> Health/Fitness <input checked="" type="checkbox"/> Other (specify) (Arts)	50% of students participating in these classes will increase their ability to create 3 dimensional art/engineering projects.

### 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 in the community, and increase their ability to support their student's learning and development.

Type of Activity	CSSSP goal(s) or school need supported by activity	Brief Description	Measurable Outcome	Alignment with school day family engagement / family literacy efforts or resources
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2 culminating events/ year	Active parent and community involvement directly correlates to student achievement	In the winter and the spring, the ASP in partnership with the school day, will showcase student work	75% of students attending the after-school will participate in ASP classes that will result in a final project that will be presented to their families and the school community	Bret Harte ASP participates in the school's mission and educates the whole child with multiple learning experiences

### 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.	Provide families with orientation meeting and supporting information materials that conveys attendance expectations.
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.	Recognizing students publically bi-annually for sustaining high attendance in the after-school program.
<b>SECTION 10: Transforming School Culture and Climate</b> After school programs can play a critical role in support the school's efforts to transform school culture and climate, helping to make schools positive, supportive places for all students to stay engaged, be successful, and thrive.	
<p>a) The following are paths that OUSD schools are taking to change discipline and transform school culture and climate. What strategy/strategies is your school utilizing to transform school culture and climate?</p> <p> <input type="checkbox"/> PBIS (Positive Behavioral Interventions and Support)  <input checked="" type="checkbox"/> Restorative Justice  <input type="checkbox"/> Social and Emotional Learning  <input type="checkbox"/> Bullying Prevention  <input type="checkbox"/> Other: (please specify) _____         </p> <p>b) How will the school and lead agency partner work together to ensure that the after school program is aligned and supporting these efforts, and helping to transform school culture and climate?</p> <p>The Restorative Justice Coordinator will be present and active in both the in school and after-school programs.</p> <p>c) Reducing the disproportionate suspension rates of African American students is a key priority for OUSD. Please describe any special efforts your after school program is taking to support the school engagement, social-emotional well-being, and/or academic success of African American students at your school (ie. Manhood Development circles, Ethnic Studies curriculum, recognition ceremonies for student accomplishments, Black professionals as role models or mentors, etc.):</p> <p>Oakland Leaf and Bret Harte Middle School provide inclusive and equitable programming for all students. Exclusively hire and maintain staff who are culturally competent, staff that employ positive and reflection-based behavioral</p>	

management strategies and staff that can effectively facilitate and design culturally relevant lessons.

**SECTION 11: Coordination with Other Service Providers**  
 In the Full Service Community School model, the school becomes a hub of services where various types of service providers come together, work together, and coordinate their efforts to meet the holistic needs of students and families.

<p>The after school Site Coordinator or Director will actively participate in which of the following school group(s), in order to increase alignment between after school and school day efforts?</p>	<ul style="list-style-type: none"> <li>X COST team (Coordination of Services Team)</li> <li>X SST (Student Study Team)</li> <li><input type="checkbox"/> SSC (School Site Council)</li> <li><input type="checkbox"/> ELT (Educational Leadership Team)</li> <li><input type="checkbox"/> PTA</li> <li><input type="checkbox"/> Attendance Team/Workgroup</li> <li><input type="checkbox"/> CSSSP (Community School Strategic Site Planning) team</li> <li>X School Culture/Climate Committee</li> <li><input type="checkbox"/> Other (specify)</li> </ul>
<p>List key community partners whom you will actively collaborate with to accomplish the goals of your program.</p>	<p>OYC and Cycles for Change</p>
<p>List all subcontractors who will be paid to deliver after school services.</p>	
<p>Identify other service providers and support personnel at your school (ie. school psychologist, School Based Health Center staff, counselor, mental health therapist, school nurse, parent liaison, etc.) whom you will actively collaborate with to accomplish the goals of your program.</p>	<p>Family Resource Center, Mental health therapist, Restorative Justice Coordinator</p>

### 2013-14 After School Enrollment Policy for Bret Harte Middle School.

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

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

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

Target Population(s)	Specific Data to Inform Selection of Program Participants	(High School Only) * Indicate if participation is <i>Optional</i> or <i>Mandatory</i> for each target population
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	

**Grade levels prioritized for programming:** 6<sup>th</sup> grade through 8<sup>th</sup> grade students

*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.

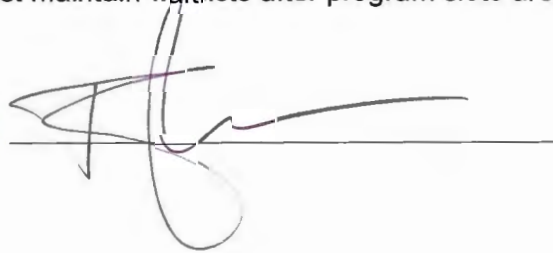
**Enrollment Process and Timeline:** (Summarize your enrollment timeline below. Describe how your school will identify and recruit students beginning in Spring 2013. Indicate how families will be notified of 2013-14 enrollment before the last day of school, June 13, 2013.)

<b>Timeline</b>	<b>After School Enrollment Steps/Process</b>	<b>Individual(s) responsible</b>
<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

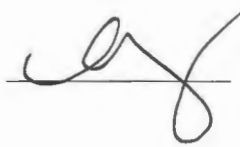

**Important dates to include in your timeline:**

- April – June: Spring enrollment for 2013-14 programs.
- Families will be notified of 2013-14 after school enrollment before the last day of school, June 13, 2013.
- After school programs begin on 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, 2013.
- All programs must maintain waitlists after program slots are filled.

**Principal Signature:**



**Lead Agency Signature:**



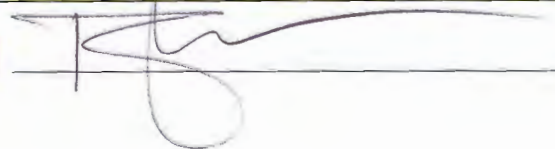


### 2013-14 Assurances for Grant Compliance and After School Alignment with School Day

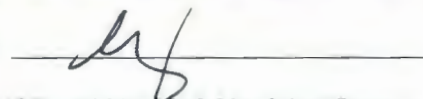
Principal and Lead Agency representative (ie. Program Director and/or Site Coordinator) will review and discuss each assurance below, and initial next to each item to signify agreement. Attached separately are the following documents referenced below: 1) Grant Assurances signed by OUSD Superintendent,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

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

Principal Signature:



Lead Agency Signature:



### Academic Liaison/Quality Support Coach

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

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

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

#### Academic Liaison/Quality Support Coaching Planning

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

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

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

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

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

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

**Teachers on Extended Contract for Direct Service**

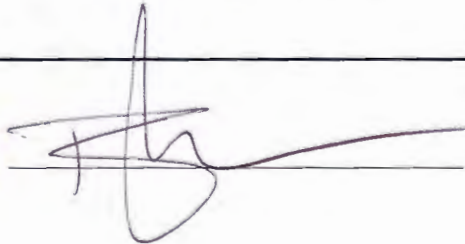
In addition to an Academic Liaison/Quality Support Coach, some schools choose to have teachers on extended contract to provide direct service to students after school, such as after school intervention, support with programs like Achieve 3000 or Fast Forward, and academic enrichment.

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

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

List after school classes/activities that will be facilitated by teachers on extended contract	Anticipated hours/week for teacher on extended contract

**Principal Signature:**



**Lead Agency Signature:**



## After School Safety and Emergency Planning for 2013-14

### After School Safety and Emergency Planning

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

Yes    No

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

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

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

Yes    No

### Facility Keys

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

Yes    No

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

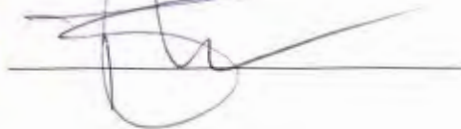
### SSO Staffing: (check one)

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

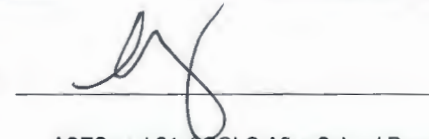
Site will pay Extra time/Over time (ET/OT) to accommodate an after school SSO.

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

**Principal Signature:**



**Lead Agency Signature:**



## Professional Development and Staff Wellness

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

a) Programs are allowed up to three days of program closure during the school year to offer staff professional development. Please indicate which three days (if any) your program plans to close this year for PD:  
Sept 30, 2013, Jan 6, 2014 and June 13, 2014 (dates to be confirmed)

b) What professional development, coaching, and training supports will be provided by the lead agency partner?  
Direct service staff will participate in bi-weekly coaching/PD meetings, IDP (Individual Development Plan) sessions, and multiple observation/debrief/coaching opportunities. Site Coordination will be provide with the same, but will participate in monthly Site Coordinator and organizational Leadership Team meetings

c) What professional development opportunities will be provided by the school site?  
Staff are invited to participate in relevant school-day staff trainings. The Academic Liaison can provide PDs on how to best support ELL and SEL students and other relevant matter.

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

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

## Staff Wellness

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

Encourage healthy eating habits

Cultivate a culture of mindful meditation during staff meetings

Conduct annual site-based recharge meetings

Set yearly personal IDP wellness goals which will reviewed and revised as needed

Team-building and Exercise activities incorporated in regular staff meetings

Health/Wellness & Career-building resources regularly provided

Time allocated to complete reports/assignments during staff meetings and prep time

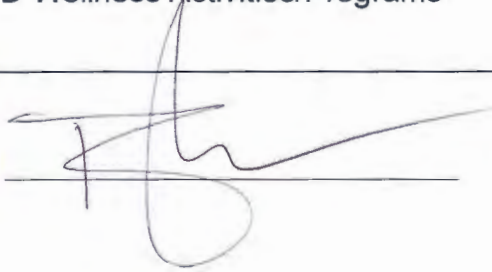
Provide healthy refreshment supplies and emergency personal care items for staff

Better monitor/ensure staff is taking required breaks

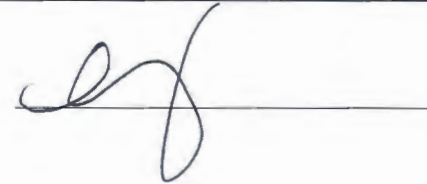
Provide well-tempered spaces for class instruction

Staff Participation in OUSD Wellness Activities/Programs

**Principal Signature:**



**Lead Agency Signature:**





# Bret Harte

## AFTER- SCHOOL PROGRAM SCHEDULE 2013/2014

Time	Monday	Tuesday	**Wednesday**	Thursday	Friday
12:40p – 1:00p			Check-In Circles		
1:00p – 2:30p			Scholars In Training		
2:30p – 3:00p			Community Building		
3:00p – 3:15p	The Gathering/Snack	The Gathering/Snack	The Gathering	The Gathering/Snack	The Gathering/Snack
3:15p – 4:45p	Restorative Justice	Mural/Graffiti	Cultural Arts/Crafts	Mural/Graffiti	Restorative Justice
	Media Literacy	Girls Soccer	U Build It	Girls Soccer	Media Literacy
	Jewelry-Making	Salsa Dancing	Games-N-Play	Jewelry-Making	Salsa Dancing
	Boys Soccer	Basketball	OYC	Basketball	Soccer
	SMArTE Pantz	Cycles of Change	Soccer Practice	Cycles of Change	SMARTE Pantz
4:45p – 6:00p	Scholars in Training	Scholars in Training	Wednesday Clubs	Scholars in Training	Scholars in Training

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 2013-14 \_\_\_\_\_ After School Program.  
 Name of School: 206/Bret Harte Middle 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? <u>      </u> Yes <u>      </u> 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
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**RELEASE OF LIABILITY**

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

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

**STUDENT RELEASE/ PICK UP POLICY**

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

\_\_\_\_\_

Parent/Guardian/Caretaker Signature \_\_\_\_\_ Date \_\_\_\_\_

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

\_\_\_\_\_  
Name/Relationship \_\_\_\_\_ Phone Numbers: Home/Work/Cell \_\_\_\_\_

\_\_\_\_\_  
Name/Relationship \_\_\_\_\_ Phone Numbers: Home/Work/Cell \_\_\_\_\_

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

**PERMISSION TO EVALUATE PROGRAMS AND TRACK STUDENT PROGRESS**

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

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

**PHOTO/VIDEO RELEASE**

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

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

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

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

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

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

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

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

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

School Site: \_\_\_\_\_

Name of Program: \_\_\_\_\_

Name of Student: \_\_\_\_\_

Grade: \_\_\_\_\_

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

(please check reason)

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

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



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

\_\_\_\_\_  
Date

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

**FOR STUDENTS AGES \_\_\_\_ AND OLDER ONLY**

School Site: \_\_\_\_\_

Name of Student: \_\_\_\_\_

Grade: \_\_\_\_\_

Date of Birth of Student: \_\_\_\_\_

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

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

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

\_\_\_\_\_

Signature of Parent/Guardian

\_\_\_\_\_

Date

Exhibit 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).

Contact Information:			
Site Name		Lead Agency Name	
Name of Contact Person		Email	
Telephone		Fax	

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

- Fall Semester- August 26, 2013 to January 30, 2014
- Spring Semester- February 1, 2014 to June 12, 2014
- Summer Program (Specify dates: \_\_\_\_\_ to \_\_\_\_\_)

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

Site Coordinator Signature \_\_\_\_\_ Date \_\_\_\_\_

Lead Agency Director Signature \_\_\_\_\_ Date \_\_\_\_\_

Site Administrator Signature \_\_\_\_\_ Date \_\_\_\_\_

Exhibit E

EAST BAY REGIONAL PARK DISTRICT

WAIVER AND RELEASE OF LIABILITY AND INDEMNITY AGREEMENT

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

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

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

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

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

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

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

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

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

EBRPD Waiver - Swim Use  
Rev. 3/09



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

**Basic Directions**

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

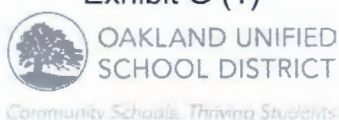
1. Employee, agent or subcontractor name.
2. ATI #. This is the fingerprint clearance number assigned by the Department of Justice.
3. Current TB Clearance. Current means within the last 4 years. This documentation should be maintained in Lead Agency files.
4. IA Requirement. No Child Left Behind Law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

**Agency Information**

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

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

Exhibit G (1)



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

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

- ◆ All 21<sup>st</sup> Century and/or ASES invoices must be submitted to the OUSD After School Programs Office in order to be processed and paid. We are located at 746 Grand Ave, Lakeview Campus, Room 3.
- ◆ All invoices must be generated on your organization's letterhead. This applies to both agency and individual contractors.
- ◆ To maintain invoicing consistency so that all necessary information is included, please use the attached invoicing format. Simply cut and paste the format onto your organization's letterhead. Please utilize the sample invoice as a guide. All of the information in the top section of the invoice template **MUST** be completed in order to process for payment. Also, in the body of the template, a detailed breakdown of charges must be provided, including number of hours worked and hourly rate. **Failure to fully complete an invoice according to these specifications may result in a delay of payment.**
- ◆ All invoices should cover only one calendar month, i.e. the 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 9, 2013	August 22, 2013
September 10, 2013	September 24, 2013
October 10, 2013	October 24, 2013
November 8, 2013	November 21, 2013
December 10, 2013	December 20, 2013
January 10, 2014	January 23, 2014
February 10, 2014	February 25, 2014
March 10, 2014	March 27, 2014
April 10, 2014	April 24, 2014
May 9, 2014	May 27, 2014
June 10, 2014 for May invoices	June 26, 2014
June 13, 2014 for Final Billing	TBD

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



Exhibit G (2)



OAKLAND UNIFIED  
SCHOOL DISTRICT

*Community Schools, Thriving Students*

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

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

Paying OUSD Certificated Employees (Teachers)

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

Paid In-service/Extended Contract Timesheets Due to After School Programs Office on the following anticipated dates:	OUSD Anticipated Payroll Issue Dates ***Please note: Allow 45 days processing time for the first submission. Future submissions take approximately 2 weeks .***
September 30, 2013	October 15, 2013
October 31, 2013	November 15, 2013
November 22, 2013	December 13, 2013
December 20, 2013	January 15, 2014
January 31, 2014	February 14, 2014
February 28, 2014	March 14, 2014
March 31, 2014	April 15, 2014
April 30, 2014	May 15, 2014
May 30, 2014	June 13, 2014
June 12, 2014	June 30, 2014

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

Exhibit G (3)



OAKLAND UNIFIED  
SCHOOL DISTRICT

*Community Schools. Thriving Students.*

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

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

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

- ◆ Complete "Combined ET/OT/CT and Move-Up/Acting Time Report", using appropriate Budget Org Key
- ◆ Have Employee Sign Form
- ◆ Have Site Coordinator Sign Form
- ◆ Have Principal Approve and Sign Form
- ◆ All Custodial ET/OT forms must be submitted to Custodial Services at 900 High Street.
- ◆ All SSO ET/OT forms must be submitted to the SSO Office at 1011 Union St.
- ◆ Any other ET/OT forms for 21<sup>st</sup> Century and ASES classified staff must be delivered to Oakland SUCCESS After School Programs Office in order to be processed and paid. Please see payment schedule in chart below. **Forms that are submitted after the due dates listed below will be paid on the following Payroll Issue Date.** We are located at 746 Grand Ave, Lakeview Campus, Room 3.
- ◆ Rate varies depending on employee's hourly rate

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

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

Exhibit H

Certificates of Insurance and Additional Insured Endorsement

**INSERT HERE**

**ACORD™ CERTIFICATE OF LIABILITY INSURANCE** DATE (MM/DD/YYYY)  
10/5/2012

PRODUCER (510)548-8200 FAX: (510)548-6145  
Fidelity Insurance Service  
801 Allston Way

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.

Berkeley CA 94710

INSURERS AFFORDING COVERAGE NAIC #

INSURED  
Oakland Leaf Foundation  
7700 Edgewater Drive, #818

INSURER A: NIAC  
INSURER B: Markel Insurance Co.  
INSURER C:  
INSURER D:  
INSURER E:

Oakland CA 94621-3030


**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	201216332NPO	10/5/2012	10/5/2013	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
					GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC
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	201216332NPO	10/5/2012	10/5/2013	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	201216332AUMBPO	10/5/2012	10/5/2013	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	MWC001686402	10/30/2012	10/30/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
					E.L. EACH ACCIDENT \$ 1,000,000
					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
					E.L. DISEASE - POLICY LIMIT \$ 1,000,000
	<b>OTHER</b>				

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  
Tracy White/TRW 

## **IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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

## **DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

Exhibit I

Statement of Qualifications

**INSERT HERE**

**F**ounded in 2002 and serving over 1,000 students and their families annually, Oakland Leaf helps East Oakland students achieve academic success and develop into thoughtful, creative citizens. Working with partners such as Oakland Unified School District (OUSD), we provide a series of free school-based programs and community services that give students and families with limited financial resources access to the tools they need—not just to succeed but to excel.



**We believe that society benefits when its youth are inspired and challenged to reach their potential.**

Oakland, although a vibrant community on the upswing, still sees less than two-thirds of its students graduate from high school. High school dropouts risk uncertain futures with high rates of poverty, crime, and poor health. Oakland Leaf is helping to close this opportunity gap. We provide programs that enable K-12 schools in East Oakland to serve as year-round resource centers for students, offering a safe, loving environment and a series of enriching programs that seamlessly complement traditional learning. Our programs are primarily based in the Fruitvale District, an area known as a cultural landmark for the city's Latino population and home to a thriving artist community.

**Our programs are designed to engage the entire family.**

Oakland Leaf programs include elementary and middle school after-school programs, family resource centers, a youth and young adult fellowship program, community gardens, a summer camp, and an annual citywide youth talent show. Our programs empower students and their families to become agents of positive change in their community. We offer guidance and support to parents as they engage in developmental activities with their children that will help the children thrive. Students who regularly attend our after-school programs see their academic achievement dramatically improve. They have higher school attendance, are suspended less, and see improved scores on both the California Standards Test and the California English Language Development Test.

**We sustain long-term participation by students, from kindergarten to adulthood.**

Whether we're teaching a fourth grader about biology and nutrition while his hands are in the soil tending a community garden he planted with his peers, or helping a high school senior hone her computer skills as she learns to edit a documentary she made about a social issue that matters to her—our programs cultivate a sense of wonderment and an ongoing interest in learning that keeps students engaged through even the most challenging stages of adolescence. Our older students often go on to work as mentors in our after-school programs and summer camp.



## Oakland Leaf Programs Focus on Five Core Initiatives:

Each initiative correlates to challenges prevalent in East Oakland. Rather than focusing solely on one aspect of enrichment, such as improving academic scores, we take a holistic approach—offering participants a broad range of activities that foster curiosity and insight about themselves and their community. We provide the opportunities, but we challenge students and their families to strive for what they want to achieve for themselves while creating the change they want to see in the community.

### 1 STEM (Science, Technology, Engineering, Math)

The U.S. Department of Labor expects job market growth for STEM professions to outpace all other occupations, yet a majority of Oakland students are below proficient in science and math. Oakland Leaf ensures that students and their families are digitally literate and have access to modern technology. We engage students from an early age in hands-on activities involving math, science, and computer programming. Through projects for design competitions and science fairs, we encourage students to have confidence in pursuing their interests in the sciences.

“ Seeing how people see me, a Mexican woman living in a marginalized community, motivated me to overcome limiting stereotypes and to decide for myself who I am and and who I want to be. ”

Lina, UC Berkeley Student and Oakland Leaf youth leadership intern

### 2 Literacy

Basic early literacy skills are the best predictor of a student's likelihood of graduating from high school and of his or her lifetime earning potential. Oakland Leaf supports parents in developing the literacy of their children from the earliest days of kindergarten. Mainly serving English Language Learners from homes where Spanish is the primary language spoken, we provide English language classes and literacy programs for the entire family.

# 5 CORE INITIATIVES

- STEM (Science, Technology, Engineering, Math)
- Literacy
- Art & Culture
- Health & Wellness
- Empowerment & Leadership



## 3 Art and Culture

Multiple independent studies show increased years of enrollment in arts courses are positively correlated with higher SAT verbal and math scores, yet school enrichment programs in the arts are being reduced or eliminated because of cuts to education funding. Oakland Leaf was born out of our annual citywide talent show, created in 2000 to celebrate the talents of Oakland's youth. Today we continue this tradition, providing students with opportunities to tell their stories and express their dreams for the future through performing arts, digital arts, and music production.

From 2010 to 2012,  
all of the seniors in  
Oakland Leaf's youth  
leadership internship  
program graduated;  
91% of them  
were accepted  
to four-year  
colleges.

## 4 Health and Wellness

Healthy communities begin with healthy individuals. At 31%, the childhood obesity rate for Oakland is nearly double that of the national rate. Oakland Leaf is working to improve the health and vitality of East Oakland with community gardening and wellness activities, focused on ecology, nutrition, and fitness. We also partner with the Alameda County Community Food Bank to ensure families have year-round access to healthy food.

## 5 Empowerment and Leadership

Strong communities need strong leaders. We help our students find their voice and develop inner strength and self-discipline. The young men and women in our programs are taught to respect each other, their parents, and their elders. We provide positive male and female role models with a variety of backgrounds and allow students the chance to become role models themselves. We provide leadership training for all ages and internship opportunities for high school students and recent high school graduates.

Oakland Leaf's after-school programs scored an average of

# 4.6 out of 5,

on the Youth Program Quality Assessment scale.

The national average is 3.39\*



### Our programs have received national recognition.

Our after-school program at an OUSD middle school was one of only five in the nation to receive the 2011 MetLife Foundation and Afterschool Alliance Afterschool Innovators Award, for excellence in aligning the regular day and after-school program. It also drew attention from U.S. Secretary of Education, Arne Duncan, who in his 2011 speech, "The New Consensus on Middle Grades Reform," commended our program for the impact its enrichment activities have had, noting that test scores and graduation rates at the school are up, while suspensions and office referrals are down.

\*Assessments were conducted in 2011 by the City of Oakland and OUSD with the research validated observation tool used in youth development programs around the country.

# MEMORANDUM OF UNDERSTANDING

## ROUTING FORM 2013-2014

### Basic Directions

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

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

### Agency Information

Agency Name	Oakland Leaf			Agency's Contact Person	Mirella Rangel
Street Address	7700 Edgewater Drive, Suite 818			Title	Executive Director
City	Oakland			Telephone	(510) 564-4334
State	CA	Zip Code	94621	Email	mirella.rangel@oaklandleaf.org
OUSD Vendor Number	1001624				
Attachments	<input checked="" type="checkbox"/> Proof of general liability and workers' compensation insurance <input checked="" type="checkbox"/> Statement of qualifications <input checked="" type="checkbox"/> Program Planning Tool and Budget <input checked="" type="checkbox"/> Printout showing this vendor does not appear on the Excluded Parties List. ( <a href="http://www.sam.gov/portal/public/Sam/">www.sam.gov/portal/public/Sam/</a> )				

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

Anticipated Start Date	07/01/2013	Date work will end	08/31/2014	Total Contract Amount Grant: \$197,961	\$197,961.00
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### Budget Information

Resource #	Resource Name	Org Key #	Object Code	Amount	Req. #
6010	ASES	2061553401	5825	\$126,279.00	R0400691
4124	21st CCLC-Core	2061872401	5825	\$57,247.00	
4124	21st CCLC-EqAccess	2061873401	5825	\$14,435.00	
			5825	\$	

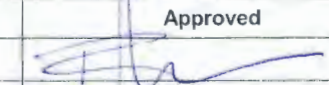
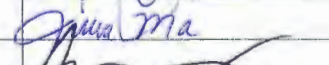


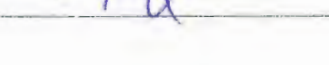
### OUSD Contract Originator Information

Name of OUSD Contact	Tom Hughes	Email	Tom.Hughes @ousd.k12.ca.us		
Telephone	(510) 531-6400	Fax	(510) 482-7272		
Site/Dept. Name	206	206/Bret Harte Middle School	Enrollment Grades	6th	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.sam.gov/portal/public/SAM/>)

Please sign under the appropriate column.	Approved	Denied – Reason	Date
1. Site Administrator			7/9/13
2. Oakland After School Programs Office			7-15-13
3. Network or Executive Officer			7/15/13
4. Cabinet (CAO, CCO, CFO, CSO, Asst Sup)			8/6/13
5. Board of Education or Superintendent			8/7/13
Procurement	Date Received		