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OAKLAND UNIFIED  
SCHOOL DISTRICT

Community Schools, Thriving Students

*Handwritten signature: Gary D. Yee*

# Memo

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

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

Subject Memorandum of Understanding - Higher Ground Neighborhood Development Corporation (contractor) - 103/Brookfield Elementary School (site/department)

**Action Requested** Approval of Memorandum of Understanding between Oakland Unified School District and Higher Ground Neighborhood Development Corporation. Services to be primarily provided to Brookfield Elementary School.

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

**Discussion**  
*One paragraph summary of the scope of work.*  
 Approval by the Board of Education of a Memorandum of Understanding between Oakland Unified School District and Higher Ground Neighborhood Development Corporation, 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 Brookfield Elementary School's comprehensive After School Program in the capacity of the After School Education and Safety (ASES) Grant for the period of July 1, 2013 through August 29, 2014, in the amount of \$93,406.00.

**Recommendation** Approval of Memorandum of Understanding between Oakland Unified School District and Higher Ground Neighborhood Development Corporation. Services to be primarily provided to 103/Brookfield Elementary School for the period of July 1, 2013 through August 29, 2014.

**Fiscal Impact** Funding resource name (please spell out) 6010/After School Education and Safety (ASES) Grant in an amount not to exceed \$93,406.00.

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

**Memorandum of Understanding 2013 – 2014**  
**Between Oakland Unified School District and**  
**Higher Ground Neighborhood Development Corporation**

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1. **Intent.** This Memorandum of Understanding ("MOU") establishes the Oakland Unified School District's ("OUSD") intent to contract with Higher Ground Neighborhood Development Corporation ("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 103/Brookfield Elementary 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 ASESP 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 ASESP and 21st CCLC grant award amount for 103/Brookfield Elementary School is \$93,406.00. AGENCY shall be entitled to compensation from these funds in accordance with the following terms and conditions:
- 4.1. **Total Compensation.** Subject to the provisions of 4.2 Positive Attendance and the provisions of 4.3 Administrative Fee, AGENCY shall receive the amount of the grant award less OUSD's administrative fees and other site costs agreed to by the Site Administrator and AGENCY.
- 4.2. **Positive Attendance.** Payment for services rendered related to the ASESP and 21st CCLC grants shall be based on actual student attendance rates (\$7.50 a day per student), not estimates, as those programs are "positive attendance based." OUSD reserves the right to modify the annual core allocation based on reported attendance. In the event that payments made to AGENCY exceed the reported attendance for the Core grant, the AGENCY will return payments to OUSD at the rate of \$7.50 a day per student. Documentation of attendance must be submitted through the OUSD/OFCY attendance systems in order for invoices for payment of services for the ASESP and 21st CCLC grants to be processed. Exhibit A (Attendance Reporting Schedule 2013-2014")
- 4.2.1. **Reconciliation Process for Positive Attendance Based Grant Funds.** OUSD will adjust the payment of the "positive attendance based" grants based on quarterly review of monthly invoices and attendance for services rendered related to the ASESP, 21ST CCLC (Core Grant) for any adjustments resulting from the reconciliation of the attendance reports for that quarter's months. The attendance reconciliation process will assess the program's

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

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

**4.3. OUSD Administrative Fees.** OUSD shall charge and withhold up to 14% from the overall ASEP and 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 \$93,406.00 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 103/Brookfield Elementary School, will be responsible for operations and management of the ASEP, 21st CCLC, OFCY, and private grants contracted to AGENCY by OUSD for fiscal year 2013-2014. This shall include the following required activities:

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

**5.1.1. Alignment with Community School Strategic Site Plan (CSSSP).** AGENCY will ensure the after school program aligns with OUSD and 103/Brookfield Elementary School and objectives to ensure the success of students as articulated in the Community School Strategic Site Plan (CSSSP). AGENCY will work in partnership with the school principal to ensure that the program components are aligned with and complement OUSD standards and school site curriculum.

**5.2. Oversight.** AGENCY will provide oversight, fiscal management, payroll services, technical assistance, and facilitation of collaboration with other service providers. Agency must ensure compliance with ASEP and 21<sup>st</sup> CCLC funding guideline requirements and follow OUSD after school policies and procedures. This includes compliance with OUSD staffing requirements and policies including No Child Left Behind and other legislative mandates.

**5.3. Enrollment.** AGENCY will enroll 1st through 5th grade students at 103/Brookfield Elementary School, to serve sufficient number of students and run services for a sufficient number of days to earn the full core grant allocation of funding.

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

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

**5.4.2. Program Days.** The program shall be offered a minimum of 177 - 180 days during the 2013 - 2014 school year. AGENCY will close the ASEP and 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 103/Brookfield Elementary School. AGENCY acknowledges and agrees to provide programming consistent with grant guidelines including, but not limited to:

- **Educational and Literacy.** An educational and literacy element that must provide tutoring and/or homework assistance designed to help students meet state standards in one or more of the following core academic subjects: reading/language arts, mathematics, history and social studies, or science. A broad range of activities may be implemented based on local student needs and interests.
- **Enrichment.** The enrichment element must offer an array of additional services, programs and activities that reinforce and complement the school's academic program. Enrichment may include but is not limited to arts, youth development, leadership, recreation, sports, music, career awareness, college interest, service learning and other youth development activities based upon student needs and interests. All programs must offer both enrichment and recreation/physical fitness activities as core components of the after school program and summer program.
- **Family Literacy Services.** In all programs receiving 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 103/Brookfield Elementary School
- OUSD After School Programs Office
- OUSD central administration departments
- Parents/Guardians
- Youth
- Community organizations and public agencies

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

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

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

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

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

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

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

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

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

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

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

**6.6. Supervision**

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

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

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

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

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

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

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

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

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

**6.9.** Vendor is licensed to provide all proposed activities.

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

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

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

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

**6.11.1. Definition of High Risk Activities**

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

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



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

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

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

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

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

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

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

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

- Facility
- Program

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

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

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

### **6.12.3. Swimming Activities**

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

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

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

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

- 6.13.1. At least 2 weeks prior to trip date, all persons attending trip, including, but not limited to, each and every student, teacher, instructor, chaperone, supervisor, parent, administrator, volunteer, or aide (hereinafter "participant") will provide to the School District Office of the General Counsel an original, properly completed, signed and dated East Bay Regional Park District Waiver (**attached as Exhibit E**), executed by either the participant if he or she is 18 years of age or older, or the participant's parent or legal guardian if the participant is under 18 years of age
  - 6.13.2. Should AGENCY fail to provide an original, properly completed, signed and dated East Bay Regional Park District Waiver for each trip participant as defined in Section 6.13.1 above, AGENCY agrees to hold harmless, defend and indemnify OUSD, its officers, employees, volunteers and agents from all claims and actions resulting therefrom.
7. **Financial Records.** AGENCY agrees and understands that OUSD is responsible for fiduciary and programmatic oversight for the expenditure of the ASESP and 21st CCLC grant funds contracted to AGENCY by OUSD for fiscal year 2013-2014. AGENCY will function as a sub recipient of funding and as such will follow all required fiscal guidelines and meet outlined standards as referenced in applicable

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

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

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

## 8. Invoicing

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

**8.2. Unallowable Expenses.** AGENCY may not purchase computers or capital equipment using ASES, 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 21st CCLC grants, OUSD shall pay AGENCY, on a monthly basis, for appropriately documented expenses related to the ASESP and 21ST CCLC grants, with a cumulative total for 2013-14 not to exceed \$93,406.00 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].

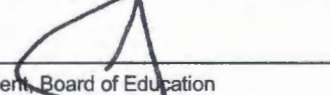
15. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

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.

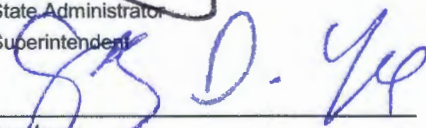
17. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:** The District certifies to the best of its knowledge and belief, that it and its principals: Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered 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.

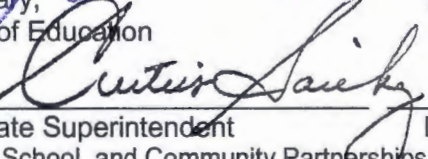
OAKLAND UNIFIED SCHOOL DISTRICT

  
\_\_\_\_\_  
Date 8/29/13

- President, Board of Education
- State Administrator
- Superintendent

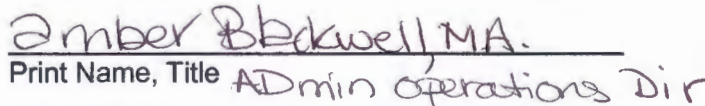
  
\_\_\_\_\_  
Date 8/29/13

Secretary,  
Board of Education

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

AGENCY

  
\_\_\_\_\_  
Agency Director Signature Date 7.17.13

  
\_\_\_\_\_  
Print Name, Title Amber Bedkwell MA. Admin Operations Dir

**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

Mario A. Llanos July 10, 2013  
Principal Date

[Signature] 7.18.13  
Regional Executive Officer Date

MOU template approved by Legal May, 2013

Events and Off Site Activities

**Exhibit E.** Waiver for use of East Bay Regional Park District Bodies of Water (Swimming Pools, Lagoons, Shoreline Parks and Lakes) and Related Facilities

- **Exhibit F.** Invoicing and Staff Qualifications Form
- **Exhibit G.** Fiscal Procedures and Policies
- **Exhibit H.** Certificates of Insurance
- **Exhibit I.** Statement of Qualifications

Exhibit A

Attendance Reporting Schedule

<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 04.2013

Site Name:	AS ES	OFCY	Program Fees (if applicable)	Other Lead Agency Funds
Brookfield Elementary School	Resource 6010, Program 1553			
Site #: 103	OUSD Lead Agency	Grantee: Lead Agency		Lead Agency
Average # of students to be served daily (ADA): 77	%			
<b>TOTAL GRANT AWARD</b>	<b>\$112,500</b>	<b>\$49,000</b>	<b>\$0</b>	<b>\$0</b>
<b>CENTRAL COSTS: INDIRECT, ADMIN, EVAL, PD, CUSTODIAL, SUPPLIES</b>				
OUSD Indirect (5%)	\$5,357			
OUSD ASPD admin, evaluation, and training/technical assistance costs	\$7,009			
Custodial Staffing and Supplies at 3.17%	\$3,174			
<b>TOTAL SITE ALLOCATION</b>	<b>\$96,959</b>			
<b>CERTIFICATED PERSONNEL</b>				
1120 Academic Liaison/Quality Support Coach REQUIRED	\$2,500			\$0
1120 Certificated Teacher Extended Contracts	\$0			\$0
				\$0
Total certificated	\$2,500			\$0
<b>CLASSIFIED PERSONNEL</b>				
2205 Site Coordinator (list here, if district employee)	\$0	\$0	\$0	\$0
2220 SSO	\$0			\$0
	\$0			
Total classified	\$0	\$0	\$0	\$0
<b>BENEFITS</b>				
3000's Employee Benefits for Additional Time (20% of total salaries paid as extended contracts or overtime)	\$500			
3000's Employee Benefits for Salaried Employees (40%)	\$0			
3000's Lead Agency benefits (rate: 25 %)		\$0		
Total benefits	\$500	\$0	\$0	\$0
<b>BOOKS AND SUPPLIES</b>				
4310 Supplies (OUSD only, except for Summer Supplemental)	\$554		\$307	\$0
4310 Curriculum (OUSD only)	\$0			\$0
5829 Field Trips	\$0			\$0
4420 Equipment (OUSD only)	\$0			\$0
Technology				
Total books and supplies	\$554	\$0	\$307	\$0
<b>CONTRACTED SERVICES</b>				
5825 Site Coordinator - 2012-13 - 100% hrs. - The total amount is \$45,853 (22% benefits)	\$0	\$35,136	\$10,716	
5825 +20% benefits.	\$0	\$12,930	\$12,162	
5825 HG Team Member - 22 hrs/wk for 41 weeks at \$17/hr + 18% benefits.		\$12,666	\$5,428	
5825 HG Team Member - 22 hrs/wk for 41 weeks at \$17/hr + 18% benefits.		\$12,666	\$5,428	
5825 \$30/hr.		\$2,332	\$368	
5825 \$30/hr.		\$2,700		
5825 HG Professional Development			\$1,200	
5825 HG Program Director		\$5,000	\$3,000	
5825 SuperStars		\$6,959	\$5,041	
5825 Time Banking	\$0		\$500	
5825				
5825				
Total services	\$0	\$90,389	\$43,843	\$0



**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: Brookfield Elementary

Date: 5.13.2013

Principal Signature: 

Lead Agency Signature: 

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

**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.

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

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

**The overall HG after school programmatic goal is to provide young people with opportunities that support their physical, intellectual, psychological, emotional, social growth and development, and directly align and support the school in meeting its educational and enrichment goals for students.**

**The specific goals include:**

85% of AS students attending after school programming 90% of the time at each academic grade level grouping especially FB, BB, and ELL will experience increased opportunities to focus more on literacy acquisition using structured strategies for after school learning acceleration. In partnership with teachers via academic liason a comprehensive vocabulary skill building focusing on the 100 high frequency words that align with classroom instruction including literature circles and review.

90% of AS students who attend programming 90% of the time will increase the number of books coming from different genera ( fiction, non-fiction, science fiction, biographies, auto-biograpties, and folk tales read and understood k-5 by the 4<sup>th</sup> week of May, 2014.

90% of students who attend AS programming 90% of the time will experience knowledge increases in the areas of pre identified grade level **math** and life sciences indicators. Focusing on common core math standards and vocabulary, Problem of the Days concepts and activities that move across after school academic and enrichment sessions.

90% of students who attend AS programming 90% of the time will experience student leadership opportunities through the use of HG engagement and interaction exercises that promote voice, choice, and peer leadership.

85% of families who participate in parent education workshops will indicate on surveys that they have increased understanding of the importance of the regular school day attendance and are aware of their child's attendance patterns in school. (bridge with social service to provide more social services to the families through community schools formation time banking)

25% of parents will participate in the HG Community Schools Assessment process through surveys, engagement groups and/or monthly family events and support transition into a full service Community School that fully aligns the regular day and the after school programs and services.

**SECTION 3: OUSD Strategic Questions**

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

Strategic Questions/Desired	Strategic Activities	Outcomes of Strategic	Data used to assess
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<b>Outcomes</b>  <i>As a result of our ASP efforts...</i>	<i>What after school strategic activities will support the desired outcomes?</i>	<b>Activities</b>  <i>What short-term outcomes will you expect from your efforts by the end of the school year?</i>	<b>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?	<p>HG goal is to increase the number of elementary school students completing high school through working with day time programming to assure academic alignment and the building of academic islands of competency resulting in an increase in student's overall feelings of success in the school setting. HG will aligning students' efforts with identified outcome by working closely with the <u>academic liaison</u> in order to assure individual as well as overall academic program alignment, using data to inform program design is done. Sept. to Nov. HG operates its getting to know you (GTU) curriculum that includes <u>academic assessment, social emotional observation, as well as identifying academic islands of competency.</u> HG uses these islands to motivate and inspire students to take risks when learning new material. During the GTU period HG looks at various forms of <u>data</u> to inform programming such <u>homework</u></p>	<p>HG supports the goals of the school by working on the following short term outcomes.</p> <p>80% of AS students attending after school programming 85% of the time at each academic grade level grouping especially FB, FBB, and ELL will experience an increased in independent reading opportunities within AS program.</p> <p>90% of AS students who attend programming 85% of the time will increase the number of books being read independently as appropriate and understood by the 4<sup>th</sup> week of May 2014. Expansion of HG's organizational reading challenge will increase the numbers of books read with journal entries among 3<sup>rd</sup> -5<sup>th</sup> with art entries for k-2 including two to three sentences explaining the art by May 2014. The goal for k-2 is the amount of books being read to them. Students will be</p>	<p>Data collection is a combination of traditional and performance based assessments. Students are observed, tested, quizzed, and asked to design projects using prior knowledge as measures of success. <u>Student portfolios are the tool used to assess student work. Staff performance evaluations are also tied to student mastery of identified skills.</u></p> <p>All students and especially FB, BB, and ELL students will engage in ongoing <u>vocabulary practice and assessments.</u> Students will build their ability to recognize words and there meanings by site. Ongoing journaling will assist AS teachers in building comprehension skills through encouraging students to discuss then <u>write in literature journals</u> about the stories they are reading. Verbal/oral</p>

	<p>assignments and <u>completion rates</u>. HG looks at data quarterly with academic liaisons to monitor goal completion. The academic liaison will help in the <u>development of targeted academic support that incorporates balanced literacy and S.T.E.M instructional activities</u> November through April combined with regular assessment will inform the acceleration of student achievement in the areas of math, language arts, reading, and science. This balanced approach will help prepare students for CST and end of the year classroom assessments. <u>Activities that strengthen student's leadership through vocabulary skill building, independent reading that exposes them to different genres, and generate discussions about the information read. The use of writing in the discussion process encourages self expression, connection and contribution as a reader.</u> <u>Regular teacher check-in by pre identified HG staff</u> helps after school teachers target classroom intervention needs as well as get <u>specialized instructions</u> from teachers for FB and BB student</p>	<p>able to explain thinking in various way using literature review strategies.</p> <p>90% of students who attend AS programming 85% of the time will experience knowledge increases in the areas of math and life sciences.</p> <p>90% of students who attend AS programming 85% of the time will experience student leadership opportunities through the use of HG engagement and interaction exercises that promote voice, choice, and peer leadership.</p> <p>90% of AS students and their families who attend programming 85% of the time will experience increased opportunities to participate in the creation and maintenance of a campus climate that is inclusive of all programming sharing the campus. The goal is improved family engagement and interaction through combined family activities, student showcase events, shared planning meetings, enrichment</p>	<p>reflection exercises will help AS determine levels of comprehension.</p> <p>Basic grade level math facts instructions using a problem of the day to weave throughout programming as well as <u>minute math</u> exercises that strengthen mental math skills and reasoning will help AS teachers track concept mastery in teacher identified areas of concentration. These skills will be taught daily and woven throughout all S.T.E.M.S lessons.</p> <p><u>Homework completion tracking</u> will assist AS and daytime teachers in monitoring the progress of skill transference from AS to the classroom especially in the area of basic math facts mastery. HW helps the classroom teacher make solid connections between what skills students are applying from AS program to daytime learning.</p> <p><u>Student of the month based on attendance and skill mastery</u> close the assessment cycles.</p>
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	<p>acceleration. <u>The use of grade level math facts, problem of the day, balanced literacy that includes but is not limited to vocabulary, literacy using a combination of phonics and whole language</u> strategies will provide scaffolding that helps all students move academically getting stronger K thru 5.</p>	<p>classes, and community school planning. We hope to create a greater since of community and communication around topics that build relationships and join efforts around enriching the learning experiences of all students.</p> <p>85% of families who participate in parent education workshops will indicate on surveys that they have increased understanding of the important of regular school day attendance and are aware of their child's attendance patterns in school.</p>	<p>Students are recognized daily during large group check in for movement and mastery.</p> <p><u>CST data from previous year, reading scores from the previous year</u> give AS teacher a starting point on which to build. Quarterly dates with data bench mark our progress and complete our data collection cycles.</p>
<p><b>Satisfactory School Day Attendance:</b> How many more Oakland children are attending school 95% or more?</p>	<p>HG's enrollment process acts as an enrollment case management helping HG site based leadership to identify barriers that may be standing in the way of regular attendance by AS students. Our case management process is comprised of investigation to compare daytime and after school attendance, parent letters expressing our concern about the student's chronic absence, and case management support and daytime connection if the issue is also</p>	<p>HG AS programming will consistently serve 85 to 90 students every day.</p> <p>85% of students enrolled in HG programming will attend daily missing no more that one day per two weeks.</p> <p>95% of student experiencing chronic absence will be contacted and offered assistance in removing some of the barriers standing in the way of daily attendance in the after school program. We will</p>	<p>Citi span reports will be used to collect data on student attendance in the after school program and will be compared to daytime attendance for indications that a family may need some support in getting their student to school daily.</p> <p>Daily attendance kept by AS teachers point out red flags in attendance before reports are ran as each day attendance concerns are on the staff check in</p>



	<p>affecting daytime attendance. We share relevant information about students who are both absent during the daytime as well as after school with daytime staff in order to help parents improve attendance. Once we have established contact and have an understanding of why the student is absent a determination is made around dropping the student if absents persist. As a standard part of HG's enrollment management system on designated days of the week staff regularly reviews attendance with the team pointing out chronic absences or students who are in danger of being dropped. Discussion around what the next steps should be take place among the team. HG's focus is on encouraging regular attendance at school. Though programming focused on interaction creating an environment where students have a sense of belonging, support in managing feelings, and positive interactions with HG adults we hope to increase the motivation of students to be at school daily in order to participate in this special after school climate.</p>	<p>also work with daytime attendance programming to identify and offer referral services to families identified through after school.</p> <p>85% of families who participate in parent education workshops will indicate on surveys that they have increased understanding of the important of regular school day attendance and are aware of their child's attendance patterns in school.</p> <p>100% of students/families who do not attend the After School Program at least 85% will receive parent communication and parent support regarding attendance concerns and mentoring when deemed appropriate.</p>	<p>agenda. Investigations are triggered after 2 consecutive absences in one week's time.</p> <p>Snack count further assist us in aligning attendance and monitoring of chronic absence during large group check in.</p> <p>Hg site coordinator works with the daytime attendance clerk to run attendance for us once per week on a Monday for the previous week.</p> <p>Monthly student attendance awards for 95% or more daily attendance is given to encourage daily attendance. However it is our goal to provide such a robust program that all participants get this recognition.</p>
<p><b>Job Skills/Career readiness:</b> How many more students have</p>	<p>Job skills/career readiness is reflected in youth selected jobs</p>	<p>90% of students who attend 85% of the time will have</p>	<p>HG internal teacher and student satisfaction</p>

<p>meaningful internships and/or paying jobs?</p>	<p>and roles that are vital to day to day S.T.E.M.S programming. Jobs with roles and responsibilities are selected by each student at the end of the week for the upcoming week. All students are encouraged to sign up for a different job until they have successfully done each one. Once they have performed all the job and responsibilities they can choose their favorite one again. All jobs support the creation of a S.T.E.M.S culture and climate. Roles and responsibilities and recognition at the end of the term encourage students to continue doing their best and as a result everyone has a good time with program. In addition the heavy focus on jobs that has S.T.E.M.S titles encourage young learners to pay more attention to careers in science and engineering related fields. HG Job titles are: Dispatcher, welcoming committee, EMT, nutritionist, computer scientist, environmental scientist, recycler, operations lead, physical education lead, Assistant. All jobs give students opportunities to share plans, collaborate with others, converse within a group, and connect with others around</p>	<p>meaningful experiences with job skills and careers in the S.T.E.M.S areas.</p> <p>90% of program participants who attend 85% of the time will participate in the annual College and Career Month.</p> <p>5% of exiting 5<sup>th</sup> graders will return and as member of the WFD program.</p>	<p>surveys that ask about increased understanding of S.T.E.M.S concepts and the jobs associated with it. This year's data yielded positive indicators that students are meeting the outcomes around increase interest in science.</p> <p>WFD attendance roasters will give us information on who is attending regularly and gaining the desired skills for successful completion of programming.</p> <p>Supervision checklist are aligned with lesson plans attendance data and give us additional information that informs site coordinators of participants aptitude for the skills we are teaching WFD students to use with AS students.</p>
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task that need to be done collectively to get the desired result which is fun and engagement. When students sign up on Wed the week before their job they are trained on what the job does and they get an opportunity to plan, set goals for themselves around the role and responsibilities, and work together to assure that everyone in program will have a safe and fun time.

HG has an extensive Work Force Development Program. (WFD) HG works with exiting 5<sup>th</sup> graders to get them to return to work as youth workers. We also work with Castelmont, McClymonds, and Berkeley High School students providing them with extensive training in youth development. WFD are trained how to work with students k-5. WFD students are trained how and when to implement HG safe, supportive, engagement, and interaction strategies when working with students. Upon the satisfactory completion of the mandatory training hours students are placed at the after school site closest to their high school and they begin supporting site staff. Students must fill out an application, be

	<p>interviewed, provide HG with parent permission, provide progress reports and report cards from their school, as well as provide 2 references. Once students complete their mandatory training hours they are eligible to receive a monetary stipend and end of the year celebration of them with their families.</p>		
<p><b>Health and Well-being:</b> How many more Oakland children have access to, and use, the health services they need?</p>	<p>HG hopes to impact the number of students having access to and using health services they need in the areas of social, emotional, and physical health. HG's approach to supporting this through the after school program is to continue to work closely with after school parents identifying what additional services they desire to be available at the school. Through our annual community schools surveys we find out what services the majority of after school families want including social, emotional, and physical supports and try to bring them to the school at some point during the year. This includes close collaboration with Sobrante Park Time Banking annual Health Fair in which New Highland parents get</p>	<p>Higher Ground will participation in at least 80% of COST meetings.</p> <p>80% of families will receive information on health services and partners providing services on the site and/or in the community.</p> <p>80% of students who have been identified as needing additional health services will be referred to OUSD Health Services, health service provider(s) in the community, and/or the</p> <p>100% who attend 75% or more will receive individualized plans to address diagnosed and undiagnosed behavior that stand in the way of optimal participation.</p>	<p>Data from HG Community Schools Surveys tell us what sort of support programs parents in the after school program want. We attempt to bring identified services to the parents at some point during the school year.</p> <p>Restorative justice questionnaire from teachers around student daytime behavior management programming informs the principal of the teachers needs around additional social/emotional support for students in the after school program. Once children are identified they get a snap shot as well as an individualized behavior plan that guide our social/emotional work with</p>

	<p>health and wellness information, screenings, and referrals.</p> <p>HG's after school program has a specific behavioral health and well being program for students that address their social emotional and physical health. The Strong Behavior Project and Eat 2 Live Initiatives teach students through structured lessons, physical fitness, strong behavior interventions, and incentive based programming.</p> <p>The strong behavior project works to identify, manage, and reduce behaviors that stand in the way of optimal functioning within the after school program. Parts of the model are being used for all students and identify strengths, challenges, and islands of competency. These three areas make up the after school snap shot used to address social emotional development. Specific programming, interventions, and experiences are tied to these snap shots.</p> <p>HG's Eat 2 Live (E2L) initiative works with students and their families to learn about chronic disease and how to incorporate preventive habits</p>		<p>AS students.</p> <p>Progress reports inform after school staff of progress we are making with students in the after school program around identified behaviors. This information and strategies is shared with the daytime teacher upon request.</p>
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	<p>into their day to day experiences. E2L teaches students and their parents about the three chronic diseases that impact the Black and Brown communities in Oakland. Staff is also trained on this knowledge and within our garden and nutrition activities we teach about the fruits and vegetable that will combat these diseases. We also house annual hikes for the students and their families through East bay's regional parks especially MLK shore line. We also engage in 30 min of physical activity each day. 15 min organized exercise and the remainder general recreation, cooperative games, and competitive sports practice. HOM partnerships also expose our students to healthier diets.</p> <p>Lead agency cultivation of partnerships with service providers on site and in community that provide services to meet students' physical and mental health; referring families to available health services; and participation in a yearly Health Fair that provides free health screenings and testing for children and families.</p>		
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<b>SECTION 4: Program Model and Lead Agency Selection</b>	
For 2013-2014, my site will operate the following program model:	
<input checked="" type="checkbox"/> <b>Traditional After School:</b> <i>voluntary program open to all students, with enrollment priorities targeting certain students</i> <input type="checkbox"/> <b>Extended School Day:</b> <i>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</i> <input type="checkbox"/> <b>Blended/Hybrid:</b> <i>combination of some extended day and some traditional after school programming</i>	
<b>Description and Rationale for Selection of Lead Agency</b>	
<i>Describe how the selected Lead Agency partner will support the school's plans for Full Service Community School development.</i>	
<p>Our agency's mission is to provide a safe and nurturing space where students are given both the tools and access necessary to be successful in the academic arena while exposing them and their families to varied cultural, artistic and health and wellness experiences and opportunities that build resiliency and develop happy, well-rounded and successful people which aligns with New Highland desired student outcomes.</p> <p>The HG Site Manager/Coordinator role will provide coordination of all HG programming operating at a site including after school. Community school programming can be coordinated through the HG's after school program's site manager and COST team. Due to the extensive knowledge the organization possesses around this sort of programming HG and systems building we will be working with the school day to piloting a sustainable model that places lead agency site manager at the center of coordination and collaborative management systems monitoring. HG will work along site school administration, teachers, parents, district representatives, and students to determine the services and collaborative decision making structures that will make up the foundation of the community school planning collaborative. Our goal is to help in the creation and training of a planning team, implementation team, and school wide infa structure that supports the implementation of community school programming through existing school structures. Higher Ground will coordinate with the SSC, ELAC, PTO, and after school community schools governance members into a cohesive decision making unit by the end of 2013/2014 school year. Our goal is to be the trail blazer that offers the district a sustainable family service center model that is seamless with after school.</p>	
<b>SECTION 5: ATTENDANCE, PROGRAM DATES, AND PROGRAM SCHEDULE</b>	
<i>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)</i>	
<i>High school programs are required to operate a minimum of 15 hours per week.</i>	
<b>Required # of Program Days your program will operate during School Year 2013-2014:</b>	<b>180 days required*</b>
<b>Projected Daily Attendance during School Year 2013-2014:</b>	<b>90</b>

**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	<input checked="" type="checkbox"/> Homework Support <input checked="" type="checkbox"/> Tutoring <input checked="" type="checkbox"/> Skill Building <input checked="" type="checkbox"/> Academic Intervention <input type="checkbox"/> Other	Differentiated instructional approach  Professional development focused on small group differentiated instruction	Students will experience growth in the areas of grade level high frequency words k-2 including increase opportunities for them to be read to and reading comprehension levels 3 <sup>rd</sup> -5 <sup>th</sup>	Stations that encourage pair share, peer read aloud, with small teacher lead instruction at times.	Whole language, phonics instruction, literature circles, Choral reading, and journaling. These strategies will be used with English learners.
2	ALL	<input checked="" type="checkbox"/> Homework Support <input type="checkbox"/> Tutoring <input checked="" type="checkbox"/> Skill Building <input checked="" type="checkbox"/> Academic Intervention <input type="checkbox"/> Other	Provide access to an online math intervention application (FasttMath, TimezAttack, Fraction Nation) to support the learning of math facts and concepts, aligned with Common Core Standards	Students will experience growth in areas identified by daytime classroom teachers and academic liaison.	Project-based small and large group activities in the areas of Science, Technology, Engineering and Mathematics. Small and large groups project-based activities; Individual and small group instruction in the Computer Lab	Math facts Academic games Use of math to solve problems related to design/engineering projects. Problem of the Day
3	ALL	<input type="checkbox"/> Homework Support <input type="checkbox"/> Tutoring <input checked="" type="checkbox"/> Skill Building	Provide STEM career activities so that students are aware of	AS students will show increased mastery of the note booking	Science instruction through teaching students to use the	Direct Instruction and project-based activities.

		<input type="checkbox"/> Academic Intervention <input type="checkbox"/> Other	future career choices and are knowledgeable about course choices in school	technique when engaging in science investigations.	scientific methods for working in the garden and its eco systems.	
4		<input type="checkbox"/> Homework Support <input type="checkbox"/> Tutoring <input type="checkbox"/> Skill Building <input type="checkbox"/> Academic Intervention <input type="checkbox"/> Other				
5		<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
College/ Career Readiness	x Student Identified <input type="checkbox"/> School Identified <input type="checkbox"/> Parent Identified x Other (specify)	HG After school program provides workforce development and college readiness program	WFD explain the ladder of success Workshops and Paid internships	x College/Career Readiness <input type="checkbox"/> Social & Emotional Learning Leadership <input type="checkbox"/> Academic (specify) <input type="checkbox"/> Health and Wellness <input type="checkbox"/> Other (specify)	95% of students attending 95% of the time will be prepared to work with youth in an after school setting after 9 months of WFD programming.
Health & Fitness	x Student Identified x School Identified x Parent Identified x Other (specify)		Students participate in daily calisthenics to start their enrichment time. Students learn specific games and organized sports activities. The activities can include: flag football;	College/Career Readiness <input type="checkbox"/> Social & Emotional Learning x Leadership <input type="checkbox"/> Academic (specify) x Health and Wellness <input type="checkbox"/> Other (specify)	95% of students attending 85% of the time will learn fundamentals of specific games and activities; Students learn health-related benefits of increased physical

			basketball; track and field; cheerleading; martial arts; soccer; etc. Students will practice during the week and participate in league activities on Saturdays.		fitness and better diet and nutrition; Pre- and Post-Tests, when applicable; 5 <sup>th</sup> grade Fitness Examination Our competitive sports teams are required to engage in 3 service and community service projects each year. Planning, implementation and reflections are the measurable outcomes.
<b>Service Learning</b>	<input type="checkbox"/> Student Identified <input checked="" type="checkbox"/> School Identified <input type="checkbox"/> Parent Identified <input type="checkbox"/> Other (specify)	Positive School culture and climate; Physical Activity; Increased Student Engagement; Academic Achievement and Intervention/ Attendance/ Health and Wellness/ Reduction in suspension rates.	Students create their own community service and service learning projects that help themselves, their school and the greater community. The activities can include: HG Eat to Live Project; Gardening and Nutrition Projects; 4R's Projects: Student Government; Gender-Specific	<input checked="" type="checkbox"/> College/Career Readiness <input type="checkbox"/> Social & Emotional Learning <input checked="" type="checkbox"/> Leadership <input type="checkbox"/> Academic (specify) <input type="checkbox"/> Health and Wellness <input type="checkbox"/> Other (specify)	95% of students attending 85% of the time will be pre- and post-tested when applicable on knowledge of project academic, social, and skill levels.
<b>Visual Art</b>	<input type="checkbox"/> Student Identified <input type="checkbox"/> School Identified <input type="checkbox"/> Parent Identified <input type="checkbox"/> Other (specify)	School Garden provides opportunities for hands-on learning about healthy foods, nutrition, science and art.	Art in the garden incorporates balanced literacy, math and science literacy, along with developmentally appropriate art concepts.	<input type="checkbox"/> College/Career Readiness <input type="checkbox"/> Social & Emotional Learning <input type="checkbox"/> Leadership <input checked="" type="checkbox"/> Academic (specify) <b>Literacy</b> <input checked="" type="checkbox"/> Health and Wellness <input checked="" type="checkbox"/> Other (specify) <b>Art</b>	95% of students attending 85% of the time will interact with S.T.E.M.S art lesson plans and knowledge assessments will allow us to measure the

					growth of art and environmental science concepts over time through portfolio usage. Student S.T.E.M.S satisfaction surveys will also be used to measure growth.
<b>Performing Art</b>	<input type="checkbox"/> Student Identified <input type="checkbox"/> School Identified <input type="checkbox"/> Parent Identified <input type="checkbox"/> Other (specify)	Dance class provided for all students for ½ year or full year	Students participate in various performing art classes that can include: dance classes (African, Ballet Folkloric, Jazz, Hip-Hop); competitive cheer and dance groups. Competitive karate; story writing and oratorical competition.	<input type="checkbox"/> College/Career Readiness x Social & Emotional Learning x Leadership Academic (specify) x Health and Wellness <input type="checkbox"/> Other (specify)	<p>95% of students attending 85% of the time will be given HG's internal student satisfaction surveys to measure learning outcomes, engagement, and interaction with the adults teaching them.</p> <p>Provider satisfaction surveys from AS site staff measuring if providers met stated service outcomes.</p> <p>Showcase attendance to that should grow over the course of the year bring more parent to the school for reasons other than discipline.</p>

**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
Quarterly Family nights	Quarterly Family nights such as family art night, science night and other fun and educational opportunities for families and teachers to interact	These different monthly activities provide opportunities for families to engage in meaningful experiences that promote academic, social and communal growth through dinners, skill-building classes and/or workshops, workdays and celebration activities.	40 AS parents/guardians will attend the event.	Families participate in literacy and math events that are structured, fun and engaging that share resources and practical applications on how to engage intellectually as a family.
HG Governance Process through Parent Engagement/ Community Schools Groups	Expand academic involvement thru SSC/ELAC. Review academic performance data,, attendance, suspension data and discuss actions that schools and families take to support student success	Monthly meetings that work to give parents voice around how to support their children's academic growth and engage in the systemic processes of SSC, ELAC and PTO impacting both them and their children.	At least 15 AS parents will come through the committee throughout the school year.	The parents/guardians will be more active participants in the other school supported groups and governing bodies.
Monthly Family Events – Service Learning Days and Family Engagement Activities	Parent and Community Involvement and Engagement	Monthly meetings that work to give parents voice around how to support their children and engage in the systemic processes that impact both them and their children.	Target numbers vary based on the type of event.	Attendance at Lights on After School; Family Dinner; Family Service Days; Monthly Family Engagement Activities that include Literacy and Math Nights, After School Monthly Parent Committee Meetings; Student Showcases, workshops and classes offered at the site will increase level of parent engagement for all school-wide activities and promote volunteerism.

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**SECTION 9: Chronic Absence Action Plan**

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

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

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

Strategies to Support Attendance	Action Steps
<p>a) Recruit and address the needs of students who are at risk of chronic absenteeism.</p>	<ul style="list-style-type: none"> <li>• Identify students through regular citi span reports.</li> <li>• Assure the cross reference of daytime and after school attendance reports.</li> <li>• Documented communicate with identified students and families via letter, phone and/or personal contact.</li> <li>• Investigate the reasons for chronic absence and when appropriate offer to assist in providing referrals to service that may help remove some of the barriers to regular attendance.</li> </ul>
<p>b) Inform parents about the importance of attendance and encourage parents to help each other get their students to class.</p>	<ul style="list-style-type: none"> <li>• Attendance recognition with monthly honorable mention of student achieving 95% or better attendance during the daytime and after school.</li> <li>• Explaining the importance to regular attendance at every new and returning student orientation.</li> <li>• High lighting the new enrollment forms that lay out</li> </ul>

	<p>attendance policy and early release rules.</p> <ul style="list-style-type: none"> <li>• Monthly parent attendance appreciation shout out's on AS bulletin board, Parent engagement board, and annual newsletters.</li> </ul>
c) Track students with poor program attendance and reach out to find out why and how attendance could be improved.	PA checks in with the office to verify daily attendance. Students that miss more than 3 program days receive a phone call home and a letter reviewing the mandatory attendance policy. If the student does not return a parent conference is requested and the support process begins.
d) Celebrate good attendance and/or offer meaningful incentives to attract and reward students for attending our program.	Monthly attendance recognition awards, parent and student shout out's on the bulletin boards, newsletters, and website.

### SECTION 10: Transforming School Culture and Climate

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

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

PBIS (Positive Behavioral Interventions and Support)

Restorative Justice

Social and Emotional Learning

Bullying Prevention

Other: (please specify) Caring School Community: Caring School Community is Brookfield positive school climate strategy with the goal being to create a safe, caring, and support place where students and adults feel safe and supported.

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?

Ongoing training, coaching, and appraisal of skills needed to implement the school day identified model.

c) Reducing the disproportionate suspension rates of African American students is a key priority for OUSD. Please describe any special efforts your after school program is taking to support the school engagement, social-emotional

well-being, and/or academic success of African American students at your school (ie. Manhood Development circles, Ethnic Studies curriculum, recognition ceremonies for student accomplishments, Black professionals as role models or mentors, etc.):

The Hg strong behavior project is designed to address the behaviors that precede suspensions. The Strong Behavior Project works to identify, manage, and reduce behaviors that stand in the way of optimal functioning within the school wide, classroom, and after school program. The model is used for all students but designed for student of color having more experiences with failure than success. In addition it is HG policy not to put any child out before specific behavior management systems and processes are implemented and include supporting documentation. We do not allow punishment to carry over from the school day into the after school program. We feel that by giving students opportunity to start over and express redeeming quality we increase students self concepts thus addressing our specialized approach to dealing with African American boys so often they are the receivers of this attempt at carryover punishment. HG does process with students upon the request of daytime staff providing them with alternative behavior however once the processing is complete it is not mentioned again unless it is during a teachable moment. We do not carry over daytime discipline. HG staff is trained to use a collection of observation and assessment tools during a student first 4 weeks of program. All students receive a behavior snap shots that guides there social and emotional development. All students receive behavior snap shots regardless of behavior. HG's theory of change follows the Youth Uprising model of 20/60/20. This break down lays out that at any given time a group as 20% leaders, 60% of mass thinking, and 20% at risk of not meeting the expectation. HG's goal is to always be moving our students across the spectrum from the right sided 20% to the 60% that need to be moved to leadership. The 20% are provided with experiences that build on their natural islands of competency first then encouraging them to add new skills and talents to their world view. At the end of the day our mission is to consistently be moving students across the spectrum from the right side of the 20% to the leadership side of the 20%. Behavior snap shots give us the blueprint to move students and fill there after school lives with greater experiences with success.

**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>× COST team (Coordination of Services Team)</li> <li>× SST (Student Study Team) <b>upon request when after school is an intervention</b></li> <li>× SSC (School Site Council) <b>quarterly to discuss community</b></li> </ul>
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	<p><b>school building work being done AS.</b></p> <p><input type="checkbox"/> ELT (Educational Leadership Team)</p> <p><input type="checkbox"/> PTA</p> <p><input type="checkbox"/> Attendance Team/Workgroup</p> <p>× CSSSP (Community School Strategic Site Planning) team: <b>To be aware of the direction the school is traveling in assuring the AS program is aligned and moving in the same direction.</b></p> <p>× School Culture/Climate Committee: <b>To be aware of the direction the school is traveling in assuring the AS program is aligned and moving in the same direction.</b></p> <p><input type="checkbox"/> Other (specify)</p>
<p>List key community partners whom you will actively collaborate with to accomplish the goals of your program.</p>	<p>City of Oakland Parks &amp; Recreation, East Bay Regional Parks, Alameda County, Public Health Department, East Oakland Sports Center, Lawrence Hall of Science, San Jose Tech Museum, Sobrante Park Time Banking, Allendale Elementary School, Brookfield Elementary School, Sobrante Park Elementary School, James Madison Middle School, Pacific Gas &amp; Electric, Galactic Transportation, AC Transit, BART, Allen Temple Baptist Church, Boy Scouts, Girls on the Run, 1<sup>st</sup> Tee golf, East Oakland Boxing Association.</p>
<p>List all subcontractors who will be paid to deliver after school services.</p>	<p>Revitalizing Our Youth(competitive performing arts karate), Divinity Voices( chorus), Urban Supplemental Service Providers ( enrichment staffing of artist, dance teachers, substitutes, and service learning project leads)</p>
<p>Identify other service providers and support personnel at your school (i.e. 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>The ASP will work with ALL partners on the site to ensure the program aligns with efforts to support both targeted students, intervention groups, the entire program population and by extension the greater school culture.</p> <p>Some of the partners can include the School Psychologist, Counselors, Parent/Community Liaison, School Nurse, Speech Therapist, Resource Specialist, Reading/Writing Intervention Support, CDC staff, etc.</p>

2013-14 After School Enrollment Policy for 2013-14 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
Students in need of academic support and intervention to improve or sustain academic performance	CST, Benchmark, CELDT, Grades, GPA, Principal, Teacher or Counselor referral/recommendation, Parent/Caregiver, academic liaison, and classroom teacher feedback, Student self-selection, FRL data, Attendance Data, Data from COST or SST Referrals by other departs or agencies	
Students in need of being engaged in learning (including students who have already learned regular school day content and need additional academic enrichment).		
English Language Learners		
Students from socio-economically disadvantaged families and backgrounds.		
Students in need of social-emotional support		
Transitional youth, including foster youth, homeless youth, students returning to school, and students transitioning from the juvenile justice system		
New students from school closure sites who had participated in the after school program last year.		

Grade levels prioritized for programming: 1<sup>st</sup>-5<sup>th</sup>

*Note: The ASES and 21<sup>st</sup> CCLC grants require that programs are open to all students of the school, if space remains after outreach is done to targeted students. (For example, if program slots remain open after you have reached out to fill slots with target populations identified above, then by law, you must accept a kindergarten family that desires program services, even if your program prioritizes students in grades 1-5.)*

**Additional Notes:**

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

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


Timeline	After School Enrollment Steps/Process	Individual(s) responsible
<b>April 29 – May 3, 2013</b>	Advertising begins with posters and banners announcing the <u>pre-enrollment</u> process begin with applications being given to current students first and students on the waitlist. Orientations also start this week explaining the priority system and getting the families to understand that program is not “first come, first served.”	Extended Day Coordinator and Team
<b>May 6, 2013</b>	Advertising begins with posters and banners announcing the <u>regular enrollment</u> process. Application collection and orientation for existing program participant's starts. Explaining the priority system and getting the families to understand that program is not “first come, first served.”	Extended Day Coordinator and Team
<b>May 2013</b>	Applications for New will only accepted starting May 20 <sup>th</sup> - May 31 <sup>st</sup> , 2013	Extended Day Coordinator and Team
<b>May 29, 2013</b>	Final acceptance letter go out and final count	Extended Day Coordinator and

	is done June 1, 2013.	Team
<b>August 27, 2013</b>	Open enrollment process begins for remaining slots.	Extended Day Coordinator and Team
<b>August 26-30</b>	Acceptance Letters and Orientations will take place several times this week until program at capacity.	Extended Day Coordinator and Team
<b>August 27, 2012</b>	First Day of School	
<b>September 14, 2012</b>	Final Day of Enrollment for Principal- and Staff-Recommended new/transfer students or students referred through the COST team.	Principal, Teachers, ASP Coordinator, ASP Program Assistant, Academic Liaison

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




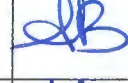

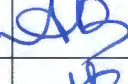









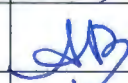



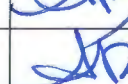
- April – June: Spring enrollment for 2013-14 programs.
- Families will be notified of 2013-14 after school enrollment before the last day of school, June 13, 2013.
- After school programs begin on 1<sup>st</sup> Day of school, with enrollment at a minimum 75% capacity.
- August – September: New school 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 (i.e. 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
		Site Administrator and Lead Agency Director/Site Coordinator have reviewed the CA Dept of Education's ASES and/or 21 <sup>st</sup> Century Grant Assurances, and understand mandated grant compliance elements.
		Site Administrator and Lead Agency Director have reviewed the Lead Agency After School MOU together, and agree to the requirements outlined in the MOU for the lead agency partner.
		Site Administrator will meet regularly with Site Coordinator to ensure program is meeting identified goals.
		Site will share student outcome data to better refine program (Attendance data, EduSoft, Report Cards, IEP's, etc).
		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.
		Site will invite Site Coordinator and appropriate after school staff to participate in school day meetings and professional development opportunities, in order to ensure consistency in standards of teaching and learning and positive school climate.
		Site will invite Site Coordinator to participate on SSC, COST, SST, and CSSSP team to ensure coordination of services.
		Site will coordinate the use of facilities and site level resources in support of program goals.
		Site will provide Site Coordinator with office space that includes access to internet and phone.
		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: MS. Sanders

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

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:

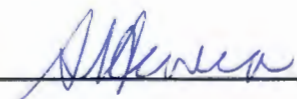
My school needs support in finding an individual who can effectively fulfill the role of Academic Liaison/Quality Support Coach.  Yes  No

**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.

The site will invite after school staff to attend beginning of the year retreat meeting in which this information is covered.

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.

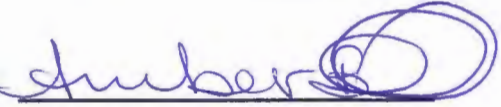


- Site will pay Extra time/Over time (ET/OT) to accommodate an after school SSO.  
 Site does not need an SSO or does not have the resources to have an after school SSO.

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:

**TBA:** HG needs to talk more however we will only close down 1 to 2 days as we can conduct training on some of the OUSD days if we are not joining NH for a PD.

- b) What professional development, coaching, and training supports will be provided by the lead agency partner?  
 HG has an ongoing Training, Coaching, and Appraisal program built into its general operating systems.

Every Thursday leadership training is done around management and leadership skill building, 3 times per year the organization provides an organizational training on what has been determined to be the common needs of programs. Lastly ongoing in-service training is done at the site once per week on a pre identified topic, organizational focus, or results from supervision check list.

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

After school staff will be invited to relevant professional development opportunities offered by the school.

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

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

### Staff Wellness

e) Please describe ways your program will work to support staff wellness over the course of the year:  
 Brookfield will invite after school staff to participate in wellness activities and support offered to daytime teachers whenever possible.

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

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







**PHOTO/VIDEO RELEASE**

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

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

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



\_\_\_\_\_Parent/Guardian Signature

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

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

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

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

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

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

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

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

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

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

(please check reason)

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

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

\_\_\_\_\_

Signature of Parent/Guardian

\_\_\_\_\_

Date

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

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

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

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

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

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

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

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

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



\_\_\_\_\_

Signature of Parent/Guardian

\_\_\_\_\_

Date





Exhibit E

EAST BAY REGIONAL PARK DISTRICT

WAIVER AND RELEASE OF LIABILITY AND INDEMNITY AGREEMENT

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

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

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

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

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

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

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

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

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

EBRPD Waiver - Swim Use  
Rev. 3/09



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

**Basic Directions**

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

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

**Agency Information**

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

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

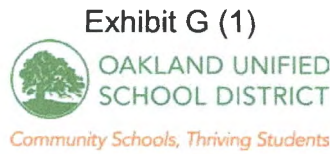


Exhibit G (1)

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

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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)



**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)



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

<b>ET/OT Forms Due to After School Programs Office on the following anticipated dates:</b>	<b>OUSD Anticipated Payroll Issue Dates</b>
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**





**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **CHARITY FIRST – AMENDMENT OF COVERAGE – WHO IS AN INSURED**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

#### **Name Of Person Or Organization (Additional Insured):**

Oakland Unified School District  
its Board Members, directors, officers, agents, employees, volunteers  
1025 2nd Ave  
Oakland, CA 94606

#### **Designation Of Premises (Part Leased to You)**

**WHO IS AN INSURED (Section II)** is amended to include as an insured:

- A.** Your members and volunteers but only with respect to their liability for your activities or activities they perform on your behalf;
- B.** Your trustees or members of the board of governors while acting within the scope of their duties as such on your behalf; and
- C.** Person(s) or organization(s), whether or not shown in the Schedule above, but only with respect to their liability arising out of:
  - 1. Their financial control over you;
  - 2. Their requirements for certain performance placed upon you, as a non-profit organiza-

tion, in consideration for funding or financial contributions you receive from them;

- 3. The ownership, maintenance or use of that part of a premises leased to you; or
- 4. "Your work" for that insured by or for you.

As respects Part C.3. above, this insurance does not apply to:

- (a) Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s); or
- (b) Any "occurrence" which takes place after you cease to be a tenant in that premises.



P.O. BOX 8192, PLEASANTON, CA 94588

## CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 01-19-2013

GROUP:  
 POLICY NUMBER: 1955988-2013  
 CERTIFICATE ID: 6  
 CERTIFICATE EXPIRES: 01-19-2014  
 01-19-2013/01-19-2014

Oakland Unified School District  
 1025 2nd Ave  
 Oakland, CA 94606

NB

This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon 10 days advance written notice to the employer.

We will also give you 10 days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions, of such policy.

Authorized Representative

President and CEO

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.

ENDORSEMENT #0015 ENTITLED ADDITIONAL INSURED EMPLOYER EFFECTIVE 2012-08-31 IS ATTACHED TO AND FORMS A PART OF THIS POLICY. NAME OF ADDITIONAL INSURED:

EMPLOYER

HIGHER GROUND NEIGHBORHOOD DEVELOPMENT CORP  
 AND CORP DBA: HIGHER GROUND NEIGHBORHOOD  
 DEVELOPMENT CORP  
 6441 HERZOG ST  
 OAKLAND CA 94608

Exhibit I

Statement of Qualifications

**INSERT HERE**



HIGHER GROUND NEIGHBORHOOD DEVELOPMENT CORP.

6441 Herzog Street  
Oakland, California 94608

(510)658-6454

www.highergroundndc.com

STATEMENT OF QUALIFICATIONS

School Year	Site	Summary of Programs and Services
2013	<i>Rise Elementary School</i>	<ul style="list-style-type: none"> <li>◆ Comprehensive After School Program Coordination Implementation</li> </ul>
2008 - 2012	<i>Allendale Elementary School</i>	<ul style="list-style-type: none"> <li>◆ School Day Behavioral Health Program</li> <li>◆ Developmental Recess</li> <li>◆ Service Learning</li> <li>◆ Comprehensive After School Program Coordination Implementation</li> <li>◆ Community Schools Coordination</li> </ul>
	<i>Brookfield Elementary School</i>	<ul style="list-style-type: none"> <li>◆ Comprehensive After School Program Coordination Implementation</li> <li>◆ Community Schools Coordination</li> <li>◆ Grade Level Collaborative Support – Physical Education Classes</li> </ul>
	<i>New Highland Elementary School</i>	<ul style="list-style-type: none"> <li>◆ Comprehensive After School Program Coordination Implementation</li> <li>◆ Developmental Recess</li> </ul>
	<i>Sobrante Park Elementary School</i>	<ul style="list-style-type: none"> <li>◆ Comprehensive After School Program Coordination Implementation</li> <li>◆ Community Schools Coordination and new campus design team</li> <li>◆ Grade Level Collaborative Support – Physical Education Classes</li> </ul>
Fall 2010	<i>Marshall Elementary School</i>	<ul style="list-style-type: none"> <li>◆ Fiscal Agent</li> </ul>
2007 - 2008	<i>Allendale Elementary School</i>	<ul style="list-style-type: none"> <li>◆ School Day Behavioral Health Program</li> <li>◆ Developmental Recess</li> <li>◆ Service Learning</li> <li>◆ Comprehensive After School Program Coordination Implementation</li> </ul>
	<i>Brookfield Elementary School</i>	<ul style="list-style-type: none"> <li>◆ School Day Behavioral Health Program</li> <li>◆ Recess Support</li> <li>◆ Grade Level Collaborative Support</li> <li>◆ Comprehensive After School Program Coordination Implementation</li> </ul>
	<i>New Highland Elementary School</i>	<ul style="list-style-type: none"> <li>◆ ELL Support Program</li> <li>◆ Comprehensive After School Program Coordination Implementation</li> </ul>
	<i>Sobrante Park Elementary School</i>	<ul style="list-style-type: none"> <li>◆ Grade Level Collaborative Support</li> <li>◆ Comprehensive After School Program Coordination Implementation</li> </ul>
2006 – 2007	<i>Allendale Elementary School</i>	<ul style="list-style-type: none"> <li>◆ School Day Behavioral Health Program</li> <li>◆ Service Learning</li> <li>◆ Comprehensive After School Program Coordination Implementation</li> </ul>
	<i>Brookfield Elementary School</i>	<ul style="list-style-type: none"> <li>◆ Comprehensive After School Program Coordination Implementation</li> </ul>
	<i>New Highland Elementary School</i>	<ul style="list-style-type: none"> <li>◆ Comprehensive After School Program Coordination Implementation</li> </ul>
	<i>Sobrante Park Elementary School</i>	<ul style="list-style-type: none"> <li>◆ School Day Behavioral Health Program</li> <li>◆ Grade Level Collaborative Support</li> <li>◆ Comprehensive After School Program Coordination Implementation</li> </ul>
2005 - 2006	<i>Cox Elementary School</i>	<ul style="list-style-type: none"> <li>◆ School Day Behavioral Health Program</li> </ul>
	<i>Allendale Elementary School</i>	<ul style="list-style-type: none"> <li>◆ School Day Behavioral Health Program</li> <li>◆ Comprehensive After School Program Coordination Implementation</li> </ul>
	<i>Jefferson Elementary School</i>	<ul style="list-style-type: none"> <li>◆ After School SES Coordination</li> </ul>
	<i>Sobrante Park Elementary School</i>	<ul style="list-style-type: none"> <li>◆ Comprehensive After School Program Coordination Implementation</li> </ul>
2004 - 2005	<i>E. Morris Cox Elementary School</i>	<ul style="list-style-type: none"> <li>◆ School Day Behavioral Health Program</li> </ul>



HIGHER GROUND NEIGHBORHOOD DEVELOPMENT CORP.

6441 Herzog Street  
Oakland, California 94608

(510)658-6454

[www.highergroundndc.com](http://www.highergroundndc.com)

	<i>Sobrante Park Elementary School</i>	→ After-School Program → Comprehensive After School Program Coordination Implementation
2003 - 2004	<i>E. Morris Cox Elementary School</i> <i>Fruitvale Elementary School</i>	→ School Day Behavioral Health Program → After School Behavioral Health Group
2003	<i>Oakland Unified School District</i>	OUSD granted HGNDC a license to operate a K-5 public elementary Charter school called Lotus Agriculture & Technology Academy
2002	<i>Higher Ground Neighborhood Development Corp. Established</i>	→ Receipt of 501 (c) (3) from State of California



## 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	Higher Ground Neighborhood Development	Agency's Contact Person	Amber Blackwell
Street Address	6441 Herzog Street	Title	Administrative Director
City	Oakland	Telephone	(510) 658-6454
State	CA	Zip Code	94608
OUUSD Vendor Number	1001673	Email	highergroundndc@yahoo.com
Attachments	<input type="checkbox"/> Proof of general liability and workers' compensation insurance <input type="checkbox"/> Statement of qualifications <input type="checkbox"/> Program Planning Tool and Budget <input type="checkbox"/> Printout showing this vendor does not appear on the Excluded Parties List. ( <a href="http://www.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	\$93,406.00
				Grant: \$93,406	

### Budget Information

Resource #	Resource Name	Org Key #	Object Code	Amount	Req. #
6010	ASES	1031553401	5825	\$93,406.00	R0400601
			5825	\$	
			5825	\$	
			5825	\$	

### OUUSD Contract Originator Information

Name of OUUSD Contact	Shirley Herrera	Email	Shirley Herrera @ousd.k12.ca.us
Telephone	(510) 639-3310	Fax	(510) 639-3313
Site/Dept. Name	103	103/Brookfield Elementary School	Enrollment Grades: 1st through 5th

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

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

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

Please sign under the appropriate column.	Approved	Denied – Reason	Date
1. Site Administrator	<i>Mario A. Llanos</i>		7.10.2013
2. Oakland After School Programs Office	<i>Julia Ma...</i>		7.17.13
3. Network or Executive Officer	<i>Kumar</i>		7.18.13
4. Cabinet (CAO, CCO, CFO, CSO, Asst Sup)	<i>Rafael Santos</i>		8/6/13
5. Board of Education or Superintendent	<i>[Signature]</i>		8/7/13
Procurement	Date Received		