	slative File Info.	
	2-1392	
Introduction Date	6-27-12	SCHOOL DISTRICT
Enactment Number Enactment Date	12-1642	SCHOOL DISTRICT
Enactment Date	6/27/12	Community Schools, Thriving Student
Memo		
То	The Board of Education	
From	Tony Smith, Ph.D., Superint	ondent
FTOIN		ty Superintendent, Instruction, Leadership &
	Equity-in-Action	cy superintendent, instruction, reductionp a
		y Superintendent, Business & Operations
Board Meeting Date	act share	
(To be completed by	06/27/2012	
Procurement)		
Subject	Memorandum of Understand Safe Passages	-
		Oakland CA (contractor, City State) e Preparatory Academy (site/department)
		(site/deparentere)
Action Requested	Approval of the Amendment	to the Memorandum of Understanding between
Action Requested	Oakland Unified School Dist	
		vided to 232/Coliseum College Preparatory Academy for
	the period of July 1, 2011	
Background	Sofo Researce will be providing	summer programming for extended learning
A one paragraph		ology, Engineering and Mathematics (STEM) and
explanation of why	Enrichment activities for the after	ernoon portion of the summer program. The original
an amendment is		d for the summer program from July 1, 2011 through June
needed.	30, 2012, to a new amended er	id date of July 20, 2012.
Discussion	Approval by Board of Education	of Amendment No. 1 of the Memorandum of
One paragraph	11	strict and Safe Passages, Oakland, CA, for the latter to
summary of the		ment activities to extend the morning summer program
amended scope of		eum College Preparatory Academy for the new amended through July 20, 2012, in the amount of \$24,464.00,
work.		\$225,558.00 to a not to exceed amount of \$250,022.00.
		of the MOU remain in full force and effect.
Recommendation		to the Memorandum of Understanding between
Recommendation	Oakland Unified School Dist	rict and Safe Passages
Recommendation	Oakland Unified School Dist	rict and <u>Safe Passages</u> . vided to <u>232/Coliseum College Preparatory Academy</u> for
Recommendation Fiscal Impact	Oakland Unified School Dist Services to be primarily pro the period of <u>July 1, 2011</u>	rict and <u>Safe Passages</u> . vided to <u>232/Coliseum College Preparatory Academy</u> for through <u>July 20, 2012</u> .
	Oakland Unified School Dist Services to be primarily pro the period of <u>July 1, 2011</u>	rict and <u>Safe Passages</u> . vided to <u>232/Coliseum College Preparatory Academy</u> for through <u>July 20, 2012</u> .
	Oakland Unified School Dist Services to be primarily pro the period of <u>July 1, 2011</u> Funding resource name (plea	rict and <u>Safe Passages</u> . vided to <u>232/Coliseum College Preparatory Academy</u> for through <u>July 20, 2012</u> .

Board Office Use: Leg	gislative File Info.
File ID Number	12-1392
Introduction Date	6-27-12
Enactment Number	12-1652
Enactment Date	6/22/12
	The



Community Schools, Thriving Students

AMENDMENT NO. 1 TO MEMORANDUM OF UNDERSTANDING

The	e Oakland Unified Sch	ool District (OUSD) and Safe Passages	(Agency) entered into a Memorandum
	of Understanding (MOU) on <u>07/01/2011</u> . The	parties agree to amend that Agreement as follows:
1.	If scope of work char materials, additional sit	nged: Provide the revised scope of work in	e of work has <u>changed</u> . Additional Scope of Work Attached ncluding description of expected final results, such as services, //or reports; attach additional pages as necessary.
	Safe Passages will Technology, Engin the summer progra	eering and Mathematics (STEM) and	nded learning opportunities in Science, Enrichment activities for the afternoon portion of
2.	If term is changed: T		The term of the MOU has <u>changed</u> . additional <u>19 days</u> (days/weeks/months), and the
3.	Compensation: If the compensation i	☐ The compensation is <u>unchanged</u> . s changed: The MOU price is amended	
			ing Source: 9147/National Summer Learning Association
	dollars (\$250,022.00	Amount of ISA(s)is not to exceed: <u>Two Hun</u>).	Idred Fifty Thousand, Twenty Two
4.		ons: All other provisions of the MOU, a effect as originally stated.	and prior Amendment(s) if any, shall remain unchanged
5.	Amendment Histor	y: I There are no prior amendments to this	s MOU. This MOU has previously been amended as follows:
	No. Date	General Description of Re	Reason for Amendment Amount of Increase (Decrease)
			\$
			\$

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

OAKLAND UNIFIED SCHOOL DISTRICT

Board of Education resident Superintendent

Secretary, Board of Education

Dale 1

Contractor Signature

odd Laming Print Name, Title



Community Schools, Thriving Students

MEMORANDUM OF UNDERSTANDING 2011-1012 AMENDMENT ROUTING FORM

Basic Directions

Services beyond the original MOU cannot be provided until the amendment has been fully approved and the Purchase Order amount, if applicable, has been increased by Procurement.

- 1. Agency and OUSD contract originator reach agreement on modification to original MOU.
- 2. Agency and OUSD contract originator complete an MOU amendment together.
- 3. If the MOU total amount has increased, OUSD contract originator creates new requisition.
- 4. OUSD contract originator submits amendment packet for approval within two weeks of creating the requisition.

When the MOU amendment is approved, Procurement will add additional funds to the original Purchase Order.

The Legal Department must review and approve all amendments that do not use the OUSD template MOU Amendment form.

				Agency	y Informatio	n			
Agency Nan	ne		assages		Agency's C	Contact	Person	Josefina Alvarado-	Mena
Street Addre			ank H. Oga	wa Plaza, Suite 6306	Title			Executive Director	
City	Oakland			State CA	Telephone			(510) 238-6368	
Zip Code	94612			endor Number	1005510		Email	jalvarado@oakland	inet.com
Attachments	s ■ A	mende	ed Scope of onal consulet the Fing	 – (Includes Routing of work (Not Require Iltants will be working erprinting/Backgrour 	d if Amendm g on site, atta nd Investigat	nent is o ach age ion and	nly for a ncy lette have a i	er verifying addition negative tuberculo	nal consultants
			Comp	ensation – Must be	within OUS	D Billin	ig Guide	elines	
Original MOU	Amount		\$ 225,558	3.00	Original PO	Number		P1201484, P1	201695
Amended MC	OU Amour	nt	\$ 24,464.	00	New Requis	sition Nu	mber	R0205841	
New Total MC	OU Amou	nt	\$ 250,022	2.00					
				Budge	et Information	n			
Resource #	Reso	ource Na	me	(Org Key #			Object Code	Amount
9147	Natio	nal Sum	nmer	92	24871110			5825	\$24,464.00
	Leamin	g Assoc	ciation					5825	
		3				-		5825	
								5825	
		1		OUSD Contract	Originator In	formatio	on		
Name of OUS	SD Conta	ct	Amy Caro	zza		Email	-	Amy.Caro	zza @ousd.k12.ca.us
Telephone			(510) 639-	3201		Fax	(510) 63	39-3214	
Site/Dept. Na	ame			eum College Preparato	ry Academy				
4.1	4	-15		Approval and Routing		approva	al steps)		
			I MOU amou	int cannot be provided be cument affirms that to you	fore the amend	ment is fu	lly approve		
Please sign un	der the app	propriate	column.		Approved			Denied - Reason	Date
1. Site Admir	nistrator			NBL	N				53012
2. Resource	Manager,	if applie	cable	Quin W	la for	m			53012
3. Network or	r Regiona	I Execu	tive Officer	1 A	DU.				5/30/12
4. Cabinet (D	eputy Su	perinter	ndent)	Maria	Sam	tes			6-7-12
5. Superinter	ndent or B	loard of	Education						
Legal – Requ	ired if not s	standard	MOU Amen	dment	-				
Procurement	Date	Receive	ed						

THIS FORM IS NOT A CONTRACT



Excluded Parties List System

Search Results Excluded By Firm, Entity, or Vessel : Safe Passages as of 30-May-2012 3:14 PM EDT

Your search returned no results.

https://www.epls.gov/epls/search.do?full_name=Safe+Passages&status=current&getreport=true&print... 5/30/2012

2012-2013 Elementary/Middle School After School Program Budget

	IER BUDGET PLANNING SPRI	EADSHE	ET					i an ag é a		
LEMENT	TARY & MIDDLE SCHOOLS 05.2012									
		Nation	al Summer	4			2.4	Program		
Site Name:		Learning A	Association Funding		340010 5	upplemental	OFCY	Fees (if applicable)	China di charal Sita Puliesi	Other Leas Agency Fund
Site #:	CCPA	Resource	2.		Resource 412	1 - 18 Proving	Urui	applicable		Agency Fund
	of students to be served daily (ADA):	States & second in the owned	Lead Agency	%	Sex and the second line	Lead Agency	Grantee	Lead Agency	0.88	Lead Agenc
	TOTAL GRANT AWARD	\$24,	464	110	\$	0	\$0	\$0	\$0	\$0
	COSTS: INDIRECT, ADMIN, EVAL, PD, AL, SUPPLIES									
	OUSD Indirect (4.25%)				\$0					
	OUSD ASPO admin, evaluation, and				\$0					
	training/technical assistance costs Custodial Staffing			1 2 2 3 1 2 2 3 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	\$0					
	Custodial Supplies			- 24. X	\$0					
									~~~~~	
	TOTAL SITE ALLOCATION	\$24,	464		\$	0				-
	ATED PERSONNEL	00			\$0				\$0	
1120	Certificated Teacher Extended Contracts	\$0		1	\$0				20	
									\$0	
	Total certificated	\$0			\$0				\$0	
CLASSIFIE	ED PERSONNEL									
2220	SSO	********		1					\$0	
			******	the second		******		*********		************
	Total classified	\$0 \$0		A	\$0	\$0	\$0		\$0	3
BENEFITS		\$0	\$0	200	\$0	\$0	\$0		φυ	
JENETITO								2000		
3000's	Employee Benefits for Additional Time (20% of total salaries paid as extended contracts or overtime)			N/M						
3000's	Employee Benefits for Salaried Employees (40%)							-		
3000's	Lead Agency benefits (rate: 25 %)		\$2,098							
	Total benefits	\$0	\$2,098	De la	\$0	\$0	\$0		\$0	S
BOOKS A	ND SUPPLIES									
4310	Supplies & Curriculum		\$1,450	A. C. A. A.					\$0	
5829	Field Trips Transportation		\$1,020 \$820	1.11		*******			\$0 \$0	
-	Snacks		\$1,080	12.		*****			\$0	
	Incentives		\$600	1				Call Monthly Color		
	Family Orientation and End of Summer Event		\$557							
-	Total books and supplies	\$0	\$5,527	1.1	\$0	\$0	\$0		\$0	
5825	Summer Site Coordinator		\$2,888	1.80					_	
	STEM instructors 3 @ \$25 per hour x 2.5 hours per		3	1. A.						
5825	day x 18 days. Enrichment instructors 3 @ \$25 per hour x 2.5 hours		\$3,375	-						
5825	per day x 18 days. 1 Instructor to facilitate transition support curriculum.		\$4,209	12 X					_	
	Training and Professional Development 3 @ \$25 per		S C	25.55						
5825 5825	hour x 12 hours. Coaching and observations. Administrative Support	*****	\$2,212 \$1,931	28 · · ·					and the first state of the stat	
5825 5825										
5825				19 19						
5825			-							
	Total services	\$0	\$14,615	1.1.	\$0	\$0	0 \$0	\$0\$0	\$0	1
N-KIND D				Streen.	********			8		
-				Contraction of the				8	\$0	
									φ	
										_
1.0-0	Total value of in-kind direct services			San Carl				\$	\$0	
LEAD AC	GENCY ADMINISTRATIVE COSTS									
	Lead Agency admin (10% max of total contracted		8							
	dollars for private funds; 4% max for state funds)		\$2,224	taini .			\$	0		

2012-2013 Elementary/Middle School After School Program Budget

	Subtotals DIRECT SERVICE		\$0	\$22,240	###	\$0	\$0	\$0		\$0	
	Subtotals Admin/Indirect		\$0	\$2,224	###	\$0	\$0	\$0	\$0		_
OTALS											_
	Total budgeted per column		\$0	\$24,464	-	\$0	\$0	\$0	\$0	\$0	
-	Total BUDGETED	5	\$24,46	4	###	\$0		\$0	\$0	\$0	\$0
	BALANCE remaining to allocate	- 11 T			5	\$0		\$0	Carl A	。深湖洋欧	
	TOTAL GRANT AWARD/ALLOCATION TO SITE	1 1/2 8	\$24,46	4 1 A 10 1	1.51	\$0	C. C. Sarahara	\$0	ANT SAL		1. 152 S. F. S.

Required Signatures for Budge Approval: Principal: Lead Agency:

	SD Summer Enrichment Programs Elementary & Middle Schools Summer 2012
SECTION 1: School Site Information	
School Site: CCPA	Date: 5/8/12
Principal Signature:	Summer Lead Agency Signature:
Summer Site Coordinator Name (if known a	t this time): Gary Owens
SECTION 2: Learning Goals of Summer	Program and intended impacts for participating students.
Indicate which OUSD Summer Learning Go the three categories below):	als will be supported with this program (select at least one goal for each of
Academics: X Participants understand how reading, writi X Participants improve their organizational s	
Physical Activity: X Participants are physically active and expe X Participants learn ways to maintain good h	erience at least 30 minutes of moderate to vigorous activity daily. nealth and well-being over the summer.
Social/Emotional: X Participants feel safe. X Participants have a sense of belonging to X Participants have supportive relationships X Participants experience positive social inte X Participants transitioning to a new school I	with adults.
Identify any other learning goals your progra	am will focus on this summer:

OUSD Summer Enrichment Programs Summer 2012

1

## CCPA Middle School

## NSLA Summer STEM Program

## Monday - Friday

	Monday	Tuesday	Wednesday	Thursday	Friday
12:30-1:00	Lunch & Outdoor				
	Activities	Activities	Activities	Activities	Activities
1:00-2:00	STEM & Enrichment				
1:45-2:30	STEM & Enrichment				
2:30-3:15	STEM & Enrichment				
3:15-3:30	Snack & Dismissal				

## **Renee McMearn**

Subject:

FW: New Grant/Resource National Summer Learning Association/3rd Interim Deadline

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

From: Keisha Smith < keisha.smith@ousd.k12.ca.us>

Date: Tue, May 15, 2012 at 5:10 PM

Subject: New Grant/Resource National Summer Learning Association/3rd Interim Deadline

To: Michael Moore <michael.moore@ousd.k12.ca.us>, Joel Ross <joel.ross@ousd.k12.ca.us>, Jane C O'brien

<jane.obrien@ousd.k12.ca.us>, Linda Wu linda.wu@ousd.k12.ca.us>, Gloria Gamblin

<<u>gloria.gamblin@ousd.k12.ca.us</u>>, Sandra Anderson-Knox <<u>sandra.knox@ousd.k12.ca.us</u>>, Kathleen Clow <<u>kathleen.clow@ousd.k12.ca.us</u>>, Sree Kolavennu <<u>sree.kolavennu@ousd.k12.ca.us</u>>

Cc: Vernon Hal <<u>vernon.hal@ousd.k12.ca.us</u>>, Lito Catolos <<u>lito.catolos@ousd.k12.ca.us</u>>, Sheroyne Capdeville <<u>sheroyne.capdeville@ousd.k12.ca.us</u>>

Good afternoon all-

Please note that the following grant has been loaded, per the exception made by Vernon Hal.

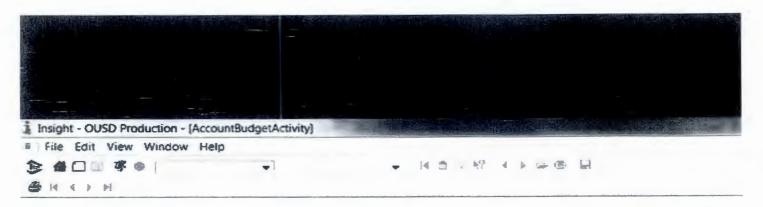
National Summer Learning Association

Resource: 9147

Balance sheet: 000009147

Revenue: 6014871001

Expenditure: 922487110



### Report Date: 05/15/2012 Ledger: GL

## OAKLAND UNIFIED SCHOOL DISTRICT Budget to Actual with Drill Down With Encumbrances

Period: 11 Fiscal Year: 201

01-9147-1110-1000-0101-4871-922-9220 Expenditure Accounts 9224871110 NATIONAL SUMMER LEARNING ASS

		-	Actual	Encumbrance	
5825 CONSULTANTS	0.00	360,000.00	0.00	0 00	3E
Revenue:	0.00	0.00	0 00	0 00	
Expense:	0 00	360,000 00	0 00	0 00	36
Net.	0 00	-360,000.00	0.00	0.00	-3E

If you have any questions or concerns please contact me.

Thank you,

Keisha Smith



May 15, 2012

#### www.summerlearning.org

800 Wyman Park Drive, Suite 110 Baltimore, MD 21211-2837

Gary Huggins Chief Executive Officer

Melissa Baal Guidorizzi Chief Operating Officer

BOARD OF DIRECTORS Richard Tagle, Chair Higher Achievement

Dan Anglin The Prince Henry Group

Richard Berlin Horlem RBI

Matthew Boulay Founder

Brandilyn Dumas Paul, Weiss, Rifkind, Wharton & Garrison LLP

Elisabeth Yap University of California

HONORARY COUNCIL Joan Allen 8ob Balaban Joy Behar Annette Bening Sally Field Frank O. Gehry Danny Glover Colin Greer Jeremy Irons Elizabeth J. McCormack Thomas McGrath Bette Midler Ted Mitchell Ana Ortiz Gore Vidal Wellford W. Wilms Peter Yarrow Mort Zuckerman

Jane O'Brien Oakland Unified School District Family, Schools and Community Partnerships Department 495 Jones Avenue Oakland, CA 94603

Dear Jane,

On behalf of the National Summer Learning Association (NSLA), enclosed is a check in the amount of \$360,000. This funding reflects *Year One* of a possible two year commitment to support your efforts related to the *District Summer Learning Initiative*.

For administrative purposes please send an acknowledgement/receipt for our accounting records upon receipt of this check to jlibit@summerlearning.org. Please note that the project requirements remain the same as described in the grant agreement and confidentiality agreement executed in May 2012.

We look forward to working with you to expand high-quality summer learning opportunities for middle school youth in your district!

Sincerely,

Aarah Potule

Sarah Pitcock Senior Director, Program Quality

Board Office Use: Le	gislative File Info.
File ID Number	11-2055
Introduction Date	8-24-11
Enactment Number	11-153
Enactment Date	8-24-11 82

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Community Schools, Thriving Students

memo	
То	Board of Education
From	Tony Smith, Ph.D., Superintendent By: Maria Santos, Deputy Superintendent, Instruction, Leadership & Equity-in-Action ルン Vernon Hal, Deputy Superintendent, Business & Operations
Board Meeting Date (To be completed by Procurement)	August 24, 2011
Subject	Memorandum of Understanding - <u>Safe Passages</u> (contractor) - <u>232/Coliseum College</u> <u>Preparatory Academy</u> (site/department)
Action Requested	Approval of Memorandum of Understanding between Oakland Unified School District and Safe Passages. Services to be primarily provided to Coliseum College Preparatory Academy for the period of July 1, 2011 through June 30, 2012.
<b>Background</b> A one paragraph explanation of why the consultant's services are needed.	The general purpose of the 21 _{st} Century Community Learning Center (21 st CCLC) program is to establish or expand community learning centers that provide students with academic enrichment opportunities along with activities designed to complement the students' regular academic program. California Education Code (EC) Section 8421 further defines the purpose of the 21 _{st} CCLC High School ASSETs program as (1) creating incentives for establishing locally driven after school enrichment programs that partner schools and communities to provide academic support and safe, constructive alternatives for high school pupils in the hours after the regular school day, and (2) assisting pupils in passing the high school exit examination for public school programs.
Discussion One paragraph summary of the scope of work.	Approval by the Board of Education of a Memorandum of Understanding between the Oakland Unified School District and Safe Passages, Oakland, CA, for the latter to provide services as lead agency to provide program coordination, math intervention, homework support, student supervision, and variety of enrichment services for Coliseum College Preparatory Academy's comprehensive After School Program in the capacity of the 21st Century High School After School Safety and Enrichment for Teens (ASSETs) Grant for the period of July 1, 2011 through June 30, 2012, in an amount not to exceed \$119,422.00.
Recommendation	Approval of Memorandum of Understanding between Oakland Unified School District and Alternatives In Action. Services to be primarily provided to 232/Coliseum College Preparatory Academy for the period of July 1, 2011 through June 30, 2012.
Fiscal Impact	Funding resource name (please spell out) <u>4124/21st Century High School After School Safety</u> and Enrichment for Teens (ASSETs) Grant: \$104,708.00 - Core, \$8,524.00 Equitable Access, and \$6,190.00 Family Literacy funding for a total amount not to exceed <u>\$119,422.00</u> .
Attachments	<ul> <li>Memorandum of Understanding</li> <li>Certificate of Insurance</li> <li>Scope of Work</li> <li>Statement of qualifications</li> </ul>

## Memorandum of Understanding 2011-2012 Between Oakland Unified School District and Safe Passages

- Intent This Memorandum of Understanding (hereinafter "MOU") establishes the Oakland Unified School District's (hereinafter "OUSD") intent to contract with the <u>Safe Passages</u> (hereinafter "AGENCY") to serve as the lead agency to provide after-school 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 <u>232/Coliseum College Prep Acar</u> under the following federal, state, and local grants:
  - California Department of Education ("CDE") 21st Century High School ASSETS Program ("ASSETS Core Grant")
  - California Department of Education ("CDE") 21st Century Direct Access Grant ("Direct Access")
  - California Department of Education ("CDE") 21st Century Family Literacy Grant ("Family Literacy")
- Term of MOU. The term of this MOU shall be July 1, 2011 to June 30, 2012 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 five (5) days written notice to AGENCY. OUSD shall compensate AGENCY for services satisfactorily provided through the date of termination. In addition, OUSD may terminate this MOU for cause should AGENCY fail to perform any part of this MOU. In the event of termination for cause, OUSD may secure the required services from another contractor. If OUSD's cost of procuring services from another contractor exceeds the cost of providing the services pursuant to this MOU, AGENCY shall pay the additional cost.
- 4. Compensation. The 21st Century ASSETS Core Grant, Family Literacy, and Direct Access grant award amount for <u>232/Coliseum College Preps</u> is <u>\$119,422</u>. AGENCY shall be entitled to compensation from these funds in accordance with the following terms and conditions:
  - 4.1. Total Compensation. Subject to the provisions of 4.2 Positive Attendance and the provisions of 4.3 Administrative Fee, AGENCY shall receive the amount of the grant award less OUSD's administrative fees and other site costs agreed to by the Site Administrator and AGENCY.
  - 4.2. Positive Attendance Payment for services rendered related to the ASSETS Core Grant shall be based on actual student attendance rates (\$10.00 a day per student), not estimates, as those programs are "positive attendance based." OUSD reserves the right to modify the annual core allocation based on reported attendance. In the event that payments made to AGENCY exceed the reported attendance for the ASSETS Core grant, the AGENCY will return payments to OUSD at the rate of \$10.00 a day per student. Documentation of attendance must be submitted through the OUSD/OFCY attendance systems in order for invoices for payment of services for the ASSETS Core Grant to be processed. Exhibit A (Attendance Reporting Schedule 2011-2012")
    - 4.2.1. Reconciliation Process for Positive Attendance Based Grant Funds. OUSD will adjust the payment of the "positive attendance based" grants based on quarterly review of monthly invoices and attendance for services rendered related to the ASSETS Core Grant for any adjustments resulting from the reconciliation of the attendance reports for that quarter's months. The attendance reconciliation process will assess the program's performance with respect to the required compliance with the grant mandated attendance rates. Based on the review, financial adjustments of additional payment or additional withholding will be made. Any remaining balance(s) will be forwarded to AGENCY or OUSD. Any adjustment required in excess of the withholding will necessitate additional adjustments to future invoices and payments.

Safe Passages __232/Coliseum College High School After School MOU 2011-2012, page 1 of 27

- **4.2.2.** Administrative Charges and Reconcillation. AGENCY understands and agrees that the reconciliation process for positive attendance based grants will include OUSD's withholding of administrative charges, as outlined in section 4.3, from any grant amounts earned through attendance.
- **4.3. OUSD Administrative Fees.** OUSD shall charge and withhold a 13% administrative fee from the 21st Century ASSETS Core Grant, Family Literacy, and Direct Access grant.
- 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 ASSETS Core Grant, Family Literacy, and Direct Access grants within the grant-mandated allowable 15% for total indirect/administrative costs. The agency administrative fees charged to the ASSETS Core, Family Literacy, and Direct Access 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 ASESP and 21st CCLC programs. Indirect costs consist of expenditures for administrative activities that are necessary for the general operation of the agency, but that cannot be tied to the ASSETS program.
- 4.5. Program Budget. Due to result-based budgeting, the grant will remain as part of the site budget. Funds will be encumbered from the site budget on behalf of AGENCY for the school year 2011-2012 and will not exceed \$119,422 in accordance with Exhibit B. Exhibit B ("21st Century ASSETS Planning Tool/Comprehensive After School Program Budget for AGENCY 2011-12").
- 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 AGENY NAME, shall in no way lessen the liability of AGENCY NAME 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 ASESP and 21st CCLC programs is to establish local programs that offer academic assistance and enrichment for students in need of such services regardless of their ability to pay. Though it is not against the rules to charge fees for participation in programs, the CA Department of Education discourages it because it could exclude students in need from attending and taking advantage of the after school program. Fees should not create a barrier to participation in the after school program. After school services must be equally accessible to all students targeted for services regardless of their ability to pay. Programs that propose to charge fees may not prohibit any family from participating because of 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 <u>232/Coliseum College Prepp</u>, and will be responsible for operations and management of the ASSETS Core Grant, Family Literacy, and Direct Access grants contracted to AGENCY by OUSD for fiscal year 2011-2012. 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 programs, and ensures that school site objectives are met.
    - **5.1.1.** Alignment with Single Plan for Student Achievement (SPSA). AGENCY will ensure that the after school program aligns with OUSD and <u>232/Coliseum College Prep Acas</u> and objectives to ensure the success of students as articulated in the School's Single Plan for Student Achievement (SPSA). 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 facilitating collaboration with other service providers. AGENCY NAME must ensure compliance with 21st Century ASSETS Core Grant, Family Literacy, and Direct Access funding guideline requirements and follow OUSD after school policies and procedures. This includes compliance with OUSD staffing requirements and policies including No Child Left Behind and other legislative mandates.
  - 5.3. Enrollment. AGENCY will enroll 9th through 12th grade students at <u>232/Coliseum College Preps</u>, to serve sufficient number of students and run services for a sufficient number of days to earn the full core grant allocation of funding.

#### 5.4. Program Requirements

- **5.4.1. Program Hours.** Consistent with the 21st Century ASSETS program requirements, AGENCY agrees to operate a minimum of 15 hours per week. This may include after school only OR after school and any combination of before school, weekends, summer intersession and vacation.
- 5.4.2. Program Days. AGENCY shall offer a program for a minimum of 177-180 days during the 2011 2012 school year.
  - 5.4.2.1. Attendance Targets. AGENCY will operate the program for a sufficient number of days during the 2011 – 2012 school year to ensure that student attendance targets are met. This can include Summer Session.
  - **5.4.2.2. Program Closure.** AGENCY will close the ASSETS program no more than a maximum of 3 days in the 2011-12 school year for staff professional development, as permitted by Education Code.
- 5.4.3. Program Components

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- **5.4.3.1.** AGENCY shall provide programming that supports the guidelines as outlined in the ASSETS Core Grant for students at <u>232/Collseum Coller</u> High School. AGENCY understands that the ASSETS program has three required elements that must be offered in every funded program: academic assistance, enrichment, and family literacy services. AGENCY understands that the academic and enrichment elements must provide additional support for pupils and be coordinated with the regular academic program requirements, standards-aligned curriculum and instructional materials, and assessments of pupil progress. AGENCY agrees to provide programming consistent with grant guidelines, including, but not limited to:
  - 5.4.3.1.1 Academic Assistance. ASSETs programs will include tutoring, homework assistance, Credit Recovery, and CAHSEE Prep in their academic assistance element. The assistance will be aligned with the regular academic programs of the students and will assist them in meeting state and local academic achievement standards in core academic subjects, such as reading, mathematics, and science.
  - **5.4.3.1.2** Enrichment. Each ASSETs program will provide an enrichment element that offers participating students a broad array of additional services, programs, and activities designed to reinforce and complement the regular academic program. Services will be actively coordinated with the students' regular high school day program. It is strongly encouraged that programs include an Internship Program to develop Career Skills. In particular, the enrichment element activities must be developed in alignment with appropriate California content standards and standards-aligned instructional materials, related California curriculum frameworks, and other research-based practices.
  - 5.4.3.1.3 Family Literacy Services. AGENCY shall assess the need for family literacy services among adult family members of the high school students to be served by the program. All programs will, at a minimum, either refer families to existing services or coordinate with local service providers to deliver literacy and educational development services.
- 5.4.3.2. Equitable Access Programming. AGENCY shall include a component for students at 232/Coliseum College High School to support full access to program components
- 5.4.3.3. Family Literacy Programming. AGENCY shall offer a component for guardians, parents, and caretakers of students at 232/Coliseum College Prep ▲ High School which includes parent workshops and training on a variety of topics including supporting youth academically, college and career readiness, and adult literacy development.
- **5.4.4.** Staff Ratio. AGENCY agrees that the staff to youth ratio will 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. These reports include, but are not limited to:
  - 5.5.1. Accountability Reports. AGENCY shall provide OUSD with the following set of program accountability reports:

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- Financial reports
- Activity reports
- Outcomes reports: behavioral and academic
- 5.5.2. Attendance Reports. AGENCY shall provide OUSD with attendance reports using the OUSD/OFCY attendance systems and maintain required attendance records utilizing the OUSD/OFCY attendance systems, including completion of mandatory monthly reports.
- 5.5.3. Use of Enrollment Packet. AGENCY will use OUSD Oakland SUCCESS After School Program Parent Permission and Student Information enrollment packet, including early release waiver, for all after school participants. (Exhibit C) AGENCY will seek the OUSD After School Programs Office approval for any modifications to the OUSD enrollment packet, in advance of distribution.
- 5.6. Maintain Clean, Safe and Secure Environment. AGENCY shall maintain 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 shall participate in meetings facilitated by the OUSD After School Programs Office to address program quality, program improvements, 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 232/Coliseum College
  - 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 MOU.
- 6. Field Trip Policy. FIELD TRIPS, OFF SITE EVENTS AND OFF SITE ACTIVITIES:
  - AGENCY will 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 (Exhibit D)
  - AGENCY hereby certifies that after school 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

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- 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 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 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 Program Coordinator and lead trip staff are satisfied that all chaperones are willing and able to perform required duites, including understanding and implementing instructions, understanding health information for students in their group, and responding effectively in the event of an emergency. Trip attendees shall be limited to assigned school or early childhood education or after school program staff, students and authorized chaperones. Guests, including but not limited to friends and other family members, are strictly prohibited absent prior written approval of the after school program coordinator or AGENCY executive director. Before the trip, after school 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 be accompany of 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

Safe Passages _232/Coliseum College High School After School MOU 2011-2012, page 6 of 27 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 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 participants provided that: (A) parent/guardians' written permission has been obtained in advance; (B) After School 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 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 <u>made available</u> for purchase (required for all trips). All student participants on higher risk activities (e.g. swimming, snow trips, horseback riding, sailing, rafting, etc) must be covered by medical or accident insurance.
  - 6.10.1. Parents/guardians must be informed that there is no District insurance for the trip;
  - 6.10.2. Program fees must include coverage for accidents or injuries to participants by an insurance carrier authorized to do business in California.

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

#### 6.11.1. Definition of High Risk Activities

6.11.1.1. Because of concerns about the risk to student safety, the after school program coordinator shall not permit the following activities on campus or during AGENCY

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sponsored after school 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.

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- 6.11.6. Vendor Proof of Insurance: After school 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.

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- 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 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 understands that OUSD is responsible for fiduciary and programmatic oversight for the expenditure of the 21st Century ASSETS Core Grant, Direct Access, and Family Literacy grant funds contracted to AGENCY by OUSD for fiscal year 2011-2012. AGENCY will function as a sub recipient of funding and as such will follow all required fiscal guidelines and meet outlined standards as referenced in applicable Federal and State sub recipient guidelines. AGENCY will ensure that all contracted funds of this MOU are expended as per grant guidelines.
  - 7.1. Accounting Records. AGENCY will maintain its accounting records based upon the principles of fund accounting.
  - **7.2. Disputes.** AGENCY shall make all records related to 21st Century ASSETS, Direct Access, and Family Literacy grants available to OUSD for review. OUSD and AGENCY shall meet and confer regarding any disputes as to the amount of actual expenses before taking any action to collect funds.
- 8. Invoicing
  - 8.1. Billing Structure. AGENCY shall only invoice for actual expenditures incurred. Supporting documentation must be presented along with monthly invoices upon request. Billing details must be provided upon request to OUSD to ensure compliance with related sub recipient and grant guidelines.
  - 8.2. Unallowable Expenses. AGENCY may not purchase computers or capital equipment using 21st Century ASSETS Core Grant, Direct Access, or 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.

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- 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 guarter. 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). For services rendered related to the 21st Century ASSETS Core Grant, Direct Access, and Family Literacy grants, OUSD shall pay AGENCY, on a monthly basis, for appropriately documented expenses related to the 21 Century ASSETS Core Grant, Direct Access, and Family Literacy grants, with a cumulative total for 2011-12 not to exceed \$119,422 in accordance with the attached Exhibits to this Memorandum. Invoices for payment of services shall be submitted by the 10th of each month to the Oakland SUCCESS 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 established deadlines in this section of the MOU and invoices are submitted in accordance with the requirements set forth herein.
- 8.5. Submission of Invoices for 21st Century ASSETS Grants. For services rendered related to the 21st Century ASSETS grants, OUSD shall pay AGENCY, on a monthly basis, for appropriately documented expenses related to the 21ST Century ASSETS grant, with a cumulative total for 2011-12 not to exceed \$119,422 in accordance with the attached Exhibits to this MOU. Invoices for payment of services shall be submitted by the 10th of each month to the OUSD After School Programs Office, utilizing the required OUSD invoicing and staff qualifications form (Exhibit F). OUSD will strive to adhere to second Accounts Payable check run per the published schedule of monthly payments if invoices are submitted in accordance with the deadlines and requirements as set forth in this section and the accompanying Exhibits.
- 9. Ownership of Documents. Pursuant to California law, AGENCY will maintain program and fiscal documentation 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

Safe Passages __232/Coliseum College High School After School MOU 2011-2012, page 11 of 27 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 2011-12 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 NAME will adhere to the following staff requirements for each AGENCY NAME agent, including employees, staff of subcontracting agencies, and volunteers. AGENCY NAME 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. Background Check. Current California Department of Justice (CDOJ) fingerprint clearance and FBI fingerprint clearance for each AGENCY agent working with students. AGENCY will not permit its agents to come into contact with students until CDOJ and FBI clearance is ascertained, and AGENCY will 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.
  - 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: an AA degree; or completion of 48 semester units in college; or successful completion of the Instructional Assistant exam, administered by the Alameda County Office of Education.
- **11.3.** Removal of Staff. In the event that OUSD, in its sole discretion, at any time during the term of this MOU, desires the removal of any AGENCY related persons, employee, representative or agent from OUSD school site and, or property, AGENCY shall immediately upon receiving notice from OUSD of such desire, cause the removal of such person or persons. Prior to the removal or change of any AGENCY staff member who is a regular part of the after school program, AGENCY shall inform the Site Administrator with as much notice as possible, and will work with the Site Administrator to ensure a smooth transition in staffing.
- 11.4. Conflict of Interest. AGENCY shall abide by and be subject to all applicable OUSD policies, regulations, statutes or other laws regarding conflict of interest. AGENCY shall not hire any officer or employee of OUSD to perform any service by this Agreement. AGENCY affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between AGENCY's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this Agreement, 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 No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, AGENCY, or subcontractors are to use drugs on these sites

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- 11.6. Anti-Discrimination. Consistent with the policy of OUSD in connection with all work performed under Contracts, AGENCY shall not engage in unlawful discrimination in employment on the basis of actual or perceived race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex or sexual orientation. AGENCY agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and OUSD policy. In addition, AGENCY agrees to require like compliance by all its subcontractor(s).
- 12. Indemnification. AGENCY shall indemnify, hold harmless and defend OUSD and each of its officers, officials, employees, volunteers and agents from any loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by OUSD, AGENCY or any other person and from any claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of performance of this MOU. AGENCY's obligations under the preceding sentence shall apply jointly and severally regardless of whether OUSD or any of its officers, officials, employees, volunteers or agents are actively or passively negligent, but shall not apply to any loss of liability, fines, penalties, forfeitures, costs or damages caused solely by the active negligence or by the willful misconduct of OUSD. If AGENCY 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.** Workers' 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.

Safe Passages _232/Coliseum College High School After School MOU 2011-2012, page 13 of 27  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.

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

Date

SCHOOL DISTRICT OAKLANDAINIFIED Board of Education State Administrator Superintendent Secretary, Board of Education Maria Scut 8-3-11 **Executive** Officer Date **Complementary Learning** 

Network Executive Officer

MOU template approved by Legal April 2011.

AGENO

Sultakan anonne Print Name, Title

#### Attachments:

Exhibit A. Attendance Reporting Schedule Exhibit B. Planning Tool/Comprehensive After School Program Budget

Exhibit C. Enrollment Packet, including Early Release Waiver

Exhibit D. List of Anticipated Field Trips, Off Site Events and Off Site Activities

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

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

D UNIFIED SCHOOL DISTRICT

OAKLAND UNIFIED SCHOOL DISTRIC Office of the General Counsel 1025 - 2nd AVENUE - ROOM 406 OAKLAND, CA 94606

File ID Number: Introduction Date: Enactment Number: Enactment Date: Ry. OC

Safe Passages _232/Coliseum College High School After School MOU 2011-2012, page 14 of 27



## MEMORANDUM OF UNDERSTANDING ROUTING FORM 2011-2012

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

- 1. Contractor and OUSD contract originator (principal or manager) reach agreement about scope of work and compensation.
- 2. Contractor and OUSD contract originator agree on terms for MOU and create MOU.
- 3. OUSD contract originator creates the requisition.
- 4. Within 2 weeks of creating the requisition the OUSD contract originator submits complete MOU packet for approval.

nk H. Ogawa Plaza. Suite 6306	Title	Executive Director
	Telephone	(510) 238-6368
Zip Code 94612	Email	jalvarado@oaklandnet.com
V056292		
d	d Zip Code 94612 V056292	d Telephone Zip Code 94612 Email V056292 of general liability and workers' compensation insurance

Anticipated Start Date	07/01/2011	Date work will end	06/30/2012	Total Contract Amount	\$119,422
Start Date			A second s		

Resource #	Resource Name	Org Key #	Object Code	Amount	Req. #
4124	21 st CCLC- Core	2321859401	5825	\$104,708	R0200673
4124	21st CCLC- Fam Lit	2321860401	5825	\$8,524	R0200674
4124	21st CCLC- Eq Ac	2321861401	5825	\$6,190	R0200675
			5825	\$	

Name of OUSD Contact	Amy Carozza	Email		Am	y.Carozza@ousd	k12.ca.us
Telephone	(510) 639-3201	Fax	(510) 639-	3214		
Site/Dept. Name	232/Coliseum College Prep Academy	After School Enroliment		6	through	8

Services cannot knowledge service	be provided before the MOU is fully ap ces were not provided before a PO was	proved and a Purchase Order is issued.	Signing this document affirms that i	to your
Please sign unde	er the appropriate column.	Approved	Denied - Reason	Date
1. Site Adminis	trator	ABIAL		7/19/
2. Oakland Afte	er School Programs Office	Aulia Than A		7-19-11
3. Network or E	Executive Officer	alson Mit mill		8-3-1
4. Cabinet (CA	O, CCO, CFO, CSO, Asst Sup)	Maria Dantes		8-3-1
5. Board of Edu	ucation or Superintendent			
Procurement	Date Received			

A999069.P008 Rev. 11/7/08

THIS FORM IS NOT A CONTRACT

Board Office Use: Le	
File ID Number	11-1903 G b/2011 OAKLAND UNIFIED
Introduction Date	
Enactment Number	II-1698 SCHOOL DISTRICT
Enactment Date	9-14-11 D
Memo	Community Schools, Thriving Students
То	Board of Education )
From	Tony printin, Ph.D., Superintendent By: Maria Santos, Deputy Superintendent, Instruction, Leadership & Equity-in-Action Vernon Hal, Deputy Superintendent, Business & Operations
Board Meeting Date (To be completed by Procurement)	9-14-11
Subject	Memorandum of Understanding - <u>Safe Passages</u> (contractor) - <u>232/Coliseum College</u> <u>Preparatory Academy</u> (site/department)
Action Requested	Approval of Memorandum of Understanding between Oakland Unified School District and Safe Passages. Services to be primarily provided to Coliseum College Preparatory Academy for the period of July 1, 2011 through June 30, 2012.
Background A one paragraph explanation of why the consultant's services are needed.	The After School Education and Safety (ASES) Program is the result of the 2002 voter approved initiative, Proposition 49. This proposition amended California Education Code 8482 to expand and rename the former Before and After School Learning and Safe Neighborhood Partnerships Program. The ASES Program funds the establishment of local after school education and enrichment programs. These programs are created through partnerships between schools and local community resources to provide literacy, academic enrichment and safe, constructive alternatives for students in kindergarten through ninth grade. The ASES program is defined within the language of SB 638 and Education Code (EC) sections 8482 through 8484.6.
Discussion One paragraph summary of the scope of work.	Approval by Board of Education of a Memorandum of Understanding between Oakland Unified School District and Safe Passages, 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 Coliseum College Preparatory Academy's comprehensive After School Program in the capacity of the After School Education and Safety (ASES) Grant for the period of July 1, 2011 through June 30, 2012, in the amount of \$106,136.00.
Recommendation	Approval of Memorandum of Understanding between Oakland Unified School District and Safe Passages. Services to be primarily provided to 232/Coliseum College Preparatory Academy for the period of July 1, 2011 through June 30, 2012.
Fiscal Impact	Funding resource name (please spell out) 6010/After School Education and Safety (ASES) Grant in an amount not to exceed \$106,136.00.
Attachments	<ul> <li>Memorandum of Understanding</li> <li>Certificate of Insurance</li> <li>Scope of Work</li> <li>Statement of qualifications</li> </ul>

## **OUSD Strategic Questions: After School Outcomes/Impact**

With the new OUSD Strategic Plan, all partners will be expected to align with the district's four key outcomes for students. Please work collaboratively with school leadership to complete the table below with specific information about how your after school program will support one or more of the desired outcomes listed below.

School: CCPA Middle School

Lead

Lead Agency Partner: Safe Passages

Strategic Questions & Desired Outcomes	Activities: What after school program activities will support the desired outcomes?	Metrics: How will the program measure its efforts to support the desired outcomes?
High School Graduation: How many more Oakland children are graduating from high school?	The after school program at CCPA International led by Safe Passages, will include an academic component every day throughout the school year. The academic component will run for approximately 75 minutes each day providing students with academic support that is equivalent to 37.5 additional school days. The following activities will prepare students for the successful completion of their high school diploma and will foster a love of learning that will support their college and career goals beyond high school.	<ul> <li>85% of program participants will demonstrate an increase in understanding of core content subjects, measured through increase in GPA, mastery of grade level benchmarks, and CST scores.</li> </ul>
	<ul> <li>Academic skill building activities that reinforce grade level Math &amp; ELA content standards introduced during the traditional school day. Students will be grouped by grade level these activities will be staffed at 1/18 adult student ratio.</li> <li>Students with below a 2.5 GPA and students who score</li> </ul>	<ul> <li>85% of program participants will demonstrate increased school engagement as measured by student, parent, and teacher year-end surveys.</li> </ul>
	below or far below basic on the CST will receive additional instruction in core content areas. Students will be grouped by grade level these activities will be staffed at 1/10 adult student ratio.	<ul> <li>85 % of program participants classified as English Language Learners will demonstrate an</li> </ul>
	• ELL students will work with an academic mentor to develop English Language skills. Students will be grouped by grade level these activities will be staffed at 1/10 adult student ratio.	increase/improvement in vocabulary development and reading comprehension which is a common indicator linked to successful
	<ul> <li>Family engagement activities include, parent workshops, adult education opportunities, family nights, student showcases, and performances.</li> </ul>	completion of the CAHSEE required for high school graduation.
	Monthly collaborative meetings between lead agency	85 % of families will report in

	<ul> <li>and school leadership to co-develop after school programming that is aligned with the regular school day program and supports school goals for student achievement.</li> <li>Regular monitoring of academic performance of program participants by Site Coordinator and Academic Lialson; development of targeted academic support activities to support student skill-building.</li> <li>Engaging project-based learning and skill building activities such as music and video production, drama/performing arts, tech-bridge, robotics, and student leadership.</li> </ul>	<ul> <li>year-end surveys that they have increased understanding of how to support their child's learning and progress toward high school graduation.</li> <li>85% of Teacher and Principal year-end survey results indicate that the after school program supports school goals and student achievement.</li> </ul>
School Day Attendance: How many more Oakland children are attending school 95% or more?	<ul> <li>Ongoing monitoring of school day attendance data for all after school participants; parent communication regarding regular absences.</li> <li>Mentoring to students regarding the importance of coming to school daily.</li> <li>Monthly attendance achievement awards and incentives to after school participants who attend school 95% or more.</li> </ul>	<ul> <li>85% of program participants will demonstrate increased school engagement as measured by student, parent, and teacher year-end surveys.</li> <li>90% of enrolled participants who do not attend school at least 95% will receive mentoring, parent communication, and parent support regarding attendance concerns.</li> </ul>
Job Skills/Career readiness: How many more students have meaningful internships and/or paying jobs?	<ul> <li>Program participants will have the opportunity to plan and facilitate leadership activities and positive school climate activities. Leadership students will receive a student stipend.</li> <li>Program participants will have the opportunity to participate in skill-building enrichment activities that will foster habits of career readiness, including public speaking, punctuality, teamwork, and goal setting.</li> <li>Career preparation through technology skill building and instruction.</li> </ul>	<ul> <li>90% of program participants will make receive information regarding career opportunities related to the activities they participate in as well as the educational pathways/qualifications related to those careers.</li> </ul>

Health Services: How many more Oakland children have access to, and use, the health services they need?	One of the key elements of the Safe Passages Middle School Strategy is the institutionalization of a Coordination of Services Team (COST) that meets weekly to discuss student referrals and allocate appropriate school and community based services including behavior health, physical health, and dental health. The team consists of the Site Coordinator, who convenes the COST, a licensed mental health therapist, a clinical case manager, a site administrator, the After School Coordinator, Academic Liaison and teachers. A Safe Passages School Linked Services Senior Policy Associate provides on-going technical assistance and training to support the COST process. The COST process has been implemented at the CCPA International Campus for the past 7 years.	<ul> <li>After school site coordinator will participate in at least 80% of COST meetings.</li> <li>80% of families will receive information on health services.</li> </ul>
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## Narrative for Board Memo: (please complete all highlighted sections)

The After School Lead Agency, Safe Passages will provide daily, comprehensive after school services during the 2011-12 school year at CCPA Middle School. The Lead Agency will work collaboratively with school leadership to develop after school programming that is aligned with the OUSD Strategic Plan, complements the regular school day program, and supports each school's overarching goals and priorities for student achievement. Specifically, the after school program, working in close collaboration with school leadership and faculty, will provide the following services aligned with OUSD strategic outcomes:

<u>High School Graduation</u>: Access to academic support in a positive learning environment after school helps students build their basic skills and gain the academic self-confidence necessary for success. Students benefit from safe and enriching activities, in which they can develop skills, build self-confidence, pursue interests, express themselves, and interact in positive ways with caring adults and their peers. CCPA International's program is designed to develop resiliency skills such as peaceful conflict resolution, healthy decision-making, and the self-confidence youth need to succeed academically and socially. The after school program at CCPA International led by Safe Passages, will include an academic component every day throughout the school year. The academic component will run for approximately 75

minutes each day providing students with academic support that is equivalent to 37.5 additional school days. The following activities will prepare students for the successful completion of their high school diploma and will foster a love of learning that will support their college and career goals beyond high school.

<u>Increase School Day Attendance</u>: Safe Passages will work collaboratively with school leadership and faculty to monitor participating students' attendance. Program participants will demonstrate increased school engagement as measured by student, parent, and teacher year-end surveys. Enrolled participants who do not attend school at least 95% will receive mentoring, parent communication, and parent support regarding attendance concerns.

<u>Job Skills/Career readiness</u>: The after school program will be designed to create opportunities for youth to participate in challenging academic, enrichment, and recreation activities in an emotionally and physically safe environment. Meaningful youth participation in after school programming supports youth in the development of skills such as self-confidence and self-reliance, which are necessary for a positive and healthy transition from childhood to young adulthood. Youth participants will have the opportunity to set goals, design activities, solve problems, and make decisions in areas that directly affect them and their community. After school programs designed to incorporate meaningful youth participants.

<u>Access to Health Services</u>: One of the key elements of the Safe Passages Middle School model is the institutionalization of a Coordination of Services Team (COST) that meets regularly at the school to discuss student referrals. The team consists of the Site Coordinator, who convenes the COST, the mental health therapist, the case manager, a site administrator, the After School Coordinator, Academic Liaison and teachers. A Safe Passages School Linked Services Senior Policy Associate provided on-going technical assistance and training to support the COST process. The COST process has been implemented at CCPA International for the past 7 years. School staff and community members are trained to use the Safe Passages' referral system to identify students that are in need of support for a variety of reasons. This gathering of school professionals and care-givers provides a forum for discussion of student referrals and an opportunity for collaboration, decision-making, and action regarding appropriate support and/or interventions. COST members are well versed in youth development practice. The COST also facilitates alignment between the after school program and the school day.

## Memorandum of Understanding 2011 - 2012 Between Oakland Unified School District and Safe Passages

1. Intent. This Memorandum of Understanding ("MOU") establishes the Oakland Unified School District's ("OUSD") intent to contract with the <u>Safe Passages</u>

(hereinafter "AGENCY") to serve as the lead agency to provide after-school 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 232/Coliseum College Prep Academy under the following federal, state, and local grants:

- After School Education and Safety Program ("ASESP")
- California Department of Education ("CDE") 21st Century Community Learning Center (21st CCLC)
- Oakland Fund for Children and Youth This MOU will also outline services provided on OUSD school grounds through the Oakland Fund for Children and Youth ("OFCY") After-School Initiative funds that shall be utilized as matching funds to CDE ASESP and 21st CCLC funds.
- 2. Term of MOU. The term of this MOU shall be July 1, 2011 to June 30, 2012 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 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 232/Coliseum College Prep Academy is \$106,136 . AGENCY shall be entitled to compensation from these funds in accordance with the following terms and conditions:
  - 4.1. Total Compensation. <u>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.</u>
  - 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 2011-2012")
    - 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 charges, as outlined in section 4.3, from any grant amounts earned through attendance (OUSD indirect and OUSD After School Programs Office administrative fees).
- 4.3. OUSD Administrative Fees. OUSD shall charge and withhold an 11% administrative fee from the overall ASESP grant award. OUSD shall charge and withhold a 13% administrative fee from the overall 21st Century grant award.
- 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 ASESP and 21st Century grants within the grant-mandated allowable 15% for total indirect/administrative costs. The agency administrative fees charged to the ASESP and 21st CCLC grants must be used for direct administrative costs and cannot be used for agency indirect costs. Direct administrative costs consist of expenditures for administrative activities that provide a direct benefit to the ASESP and 21st CCLC programs. Indirect costs consist of expenditures for administrative activities that are necessary for the general operation of the agency, but that cannot be tied to the ASESP and 21st CCLC programs.
- 4.5. Program Budget. Due to result-based budgeting, the grant will remain as part of the site budget. Funds will be encumbered from the site budget on behalf of AGENCY for the school year 2011-2012 and will not exceed \$106,136 in accordance with Exhibit B. Exhibit B ("ASESP/21st CCLC Planning Tool/Comprehensive After School Program Budget for AGENCY 2011-12").
- 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 ASESP and 21st CCLC programs is to establish local programs that offer academic assistance and enrichment for students in need of such services regardless of their ability to pay. Though it is not against the rules to charge fees for participation in programs, the CA Department of Education discourages it because it could exclude students in need from attending and taking advantage of the after school program. Fees should not create a barrier to participation in the after school program. After school services must be equally accessible to all students targeted for services regardless of their ability to pay. Programs that propose to charge fees may not prohibit any family from participating based on their inability to pay and must offer a sliding scale of fees and scholarships for those who could not otherwise afford to participate. Any income collected from fees must be used to fund program activities specified in the grant application. AGENCY shall do full accounting of fees collected, and documentation shall be kept for 5 years for auditing purposes. If AGENCY decides to charge fees, this decision shall be made collaboratively with the Site Administrator, and AGENCY shall work collaboratively with the Site Administrator and parent leaders to develop an appropriate program fee structure for the school community. AGENCY shall provide the OUSD After School Programs Office with written documentation of the program fee structure prior to charging any program fees, and shall provide OUSD with additional documentation upon request, to ensure grant compliance.

Safe Passages - 232/Coliseum College Prep Academy After School MOU 2011-2012, page 2 of 28

- 5. Scope of Work. AGENCY will serve as lead agency at 232/Collseum College Prep Academy , will be responsible for operations and management of the ASESP, 21st CCLC and OFCY grants contracted to AGENCY by OUSD for fiscal year 2011-2012. 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 programs, and ensures that school site objectives are met.
    - **5.1.1.** Alignment with Single Plan for Student Achievement (SPSA). AGENCY will ensure that the after school program aligns with OUSD and <u>232/Coliseum College Prep Academy</u> and objectives to ensure the success of students as articulated in the School's Single Plan for Student Achievement (SPSA). 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 facilitating collaboration with other service providers. Agency must ensure compliance with ASESP and 21st CCLC funding guideline requirements and follow OUSD after school policies and procedures. This includes compliance with OUSD staffing requirements and policies including No Child Left Behind and other legislative mandates.
  - 5.3. Enrollment. AGENCY will enroll 6th through 8th grade students at 232/Coliseum College Prep Academy , to serve sufficient number of students and run services for a sufficient number of days to earn the full core grant allocation of funding.

### 5.4. Program Requirements

- **5.4.1.** Program Hours. 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 2011 2012 school year. AGENCY will close the ASESP and 21st CCLC program no more than a maximum of 3 days in the 2011-12 school year for staff professional development, as permitted by Education Code.
- 5.4.3. Program Components. AGENCY agrees to provide programming that supports the guidelines as outlined in the ASESP and 21st CCLC grants for students at 232/Coliseum College Prep Academy 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,

Safe Passages - 232/Coliseum College Prep Academy

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.

- **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.
  - 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 232/Coliseum College Prep Academy
  - OUSD After School Programs Office
  - OUSD central administration departments
  - Parents/Guardians
  - Youth
  - Community organizations and public agencies
- 5.9. Licenses. AGENCY shall obtain and keep in force all licenses, permits, and certificates necessary for the performance of this Agreement.

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

- AGENCY will 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 (Exhibit D)
- AGENCY hereby certifies that after school 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 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 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 Program Coordinator and lead trip staff are satisfied that all chaperones are willing and able to perform required duites, including understanding and implementing instructions, understanding health information for students in their group, and responding effectively in the event of an emergency. Trip attendees shall be limited to assigned school or early childhood education or after school program staff, students and authorized chaperones. Guests, including but not limited to friends and other family members, are strictly prohibited absent prior written approval of the after school program

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 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 participants provided that: (A) parent/guardians' written permission has been obtained in advance: (B) After School 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 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 <u>made available</u> for purchase (required for all trips). All student participants on higher risk activities (e.g. swimming, snow trips, horseback riding, sailing, rafting, etc) must be covered by medical or accident insurance.
  - 6.10.1. Parents/guardians must be informed that there is no District insurance for the trip;

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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 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

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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 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 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 2011-2012. 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.
  - Accounting Records. AGENCY will maintain its accounting records based upon the principles of fund accounting.
  - 7.2. Disputes. AGENCY shall make all records related to ASESP, 21ST CCLC available to OUSD for review. OUSD and AGENCY shall meet and confer regarding any disputes as to the amount of actual expenses before taking any action to collect funds.

### 8. Invoicing

- 8.1. Billing Structure. AGENCY shall only invoice for actual expenditures incurred. Supporting documentation must be presented along with monthly invoices upon request. Billing details must be provided upon request to OUSD to ensure compliance with related sub recipient and grant guidelines.
- **8.2.** Unallowable Expenses. AGENCY may not purchase computers or capital equipment using ASES, 21st Century Core Grant, 21st Century Direct Access, or 21st Century Family Literacy funds.

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- 8.3. Invoice Requirements. AGENCY will submit invoices with evidence of the following staff qualifications for each AGENCY employee and AGENCY agent, including employees of subcontracting agencies and volunteers: TB Clearance, current CA Department of Justice and FBI fingerprint clearance, and Instructional Aide requirement. AGENCY will utilize the required OUSD invoicing and staff qualifications form (Exhibit F) for regular invoice submission.
- 8.4. Submission of Invoices. AGENCY must submit invoices to OUSD on a timely and regular basis for services rendered. OUSD will not accept invoices submitted more than thirty days beyond the end of each fiscal quarter. No invoices will be accepted more than 30 days past the end of June 30 of the contractual fiscal year. AGENCY must also submit invoices according to specific invoicing deadlines as outlined by OUSD to ensure timely processing. (Exhibit G)
- 8.5. Submission of Invoices for ASESP and 21st Century Grants. For services rendered related to the ASESP and 21st CCLC grants, OUSD shall pay AGENCY, on a monthly basis, for appropriately documented expenses related to the ASESP and 21ST CCLC grants, with a cumulative total for 2011-12 not to exceed \$106,136 in accordance with the attached Exhibits to this Memorandum. Invoices for payment of services shall be submitted by the 10th of each month to the OUSD After School Programs Office, utilizing the required OUSD invoicing and staff qualifications form (Exhibit F). OUSD will strive to adhere to second Accounts Payable check run per the published schedule of monthly payments if invoices are submitted in accordance with the deadlines and requirements set forth in this section and the accompanying Exhibits.
- 9. Ownership of Documents. AGENCY agrees that, pursuant to California law, it shall maintain program and fiscal documentation for the ASESP and 21st CCLC programs for a minimum of five years. All documents created by AGENCY pursuant to this MOU, including but not limited to reports, designs, schedules, registration packets, early release waivers, and other materials prepared, or in the process of being prepared, for the services to be performed by AGENCY, are and shall be at the time of creation and thereafter the property of OUSD, with all intellectual property rights therein vested in OUSD at the time of creation. OUSD shall be entitled to access to and copies of these materials during the progress of the work. Any such materials in the hands of AGENCY or in the hands of any subcontractor upon completion or termination of the work shall be immediately delivered to OUSD. If any materials are lost, damaged or destroyed before final delivery to OUSD, AGENCY shall replace them at its own expense and AGENCY hereby assumes all risks of loss, damage or destruction of or to such materials. AGENCY may retain a copy of all materials produced under this MOU for its use in its general business activities.

#### 10. Changes

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

during an academic school year. This MOU may be amended during the 2011-12 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. Background Check. Current California Department of Justice (CDOJ) fingerprint clearance and FBI fingerprint clearance for each AGENCY agent working with students. AGENCY will not permit its agents to come into contact with students until CDOJ and FBI clearance is ascertained, and AGENCY will 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.
  - 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 or property, AGENCY shall immediately upon receiving notice from OUSD of such desire, cause the removal of such person or persons. Prior to the removal or change of any AGENCY staff member who is a regular part of the after school program, AGENCY shall inform the Site Administrator with as much notice as possible, and will work with the Site Administrator to ensure a smooth transition in staffing.
- 11.4. Conflict of Interest. AGENCY shall abide by and be subject to all applicable OUSD policies, regulations, statutes or other laws regarding conflict of interest. AGENCY shall not hire any officer or employee of OUSD to perform any service by this Agreement. AGENCY affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between AGENCY's family, business or financial interest and the services provided under this MOU, and in the event of change in either private interest or services under this MOU, any question regarding possible conflict of interest which may arise as a result of such change will be brought to OUSD's attention in writing.
- 11.5. Drug-Free / Smoke Free Policy. AGENCY understands that OUSD does not permit drugs, alcohol, and/or smoking at any time in any buildings and/or grounds on OUSD property. AGENCY agrees to adhere to this policy for its students, staff, visitors, employees and or subcontractors.
- 11.6. Anti-Discrimination. Consistent with the policy of OUSD in connection with all work performed under Contracts, AGENCY shall not engage in unlawful discrimination in employment on the basis of actual or perceived race, color, national origin, ancestry, religion, age, marital status,

pregnancy, physical or mental disability, medical condition, veteran status, gender, sex or sexual orientation. AGENCY agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and OUSD policy. In addition, AGENCY agrees to require like compliance by all its subcontractor(s).

- 12. Indemnification. AGENCY shall indemnify, hold harmless and defend OUSD and each of its officers, officials, employees, volunteers and agents from any loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by OUSD, AGENCY or any other person and from any claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of performance of this MOU. AGENCY's obligations under the preceding sentence shall apply jointly and severally regardless of whether OUSD or any of its officers, officials, employees, volunteers or agents are actively or passively negligent, but shall not apply to any loss of liability, fines, penalties, forfeitures, costs or damages caused solely by the active negligence or by the willful misconduct of OUSD. If AGENCY shall require each subcontractor to indemnify, hold harmless and defend OUSD, its officers, officials, employees 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.
- 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.

Safe Passages - 232/Coliseum College Prep Academy After School MOU 2011-2012, page 12 of 28 On behalf of our respective institutions or organizations, we hereby execute this Memorandum of Understanding.

OAKLAND UNIFIED SCHOOL DISTRICT

Regional Executive Officer Date

MOU template approved by Legal April, 2011

AGENCY

Attachments:

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

Legislative File - 1903 File ID Number: Introduction: 9-6-11 **Enactment Numbe Enactment Date:** 

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# MEMORANDUM OF UNDERSTANDING ROUTING FORM 2011-2012

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

- 1. Contractor and OUSD contract originator (principal or manager) reach agreement about scope of work and compensation.
- 2. Contractor and OUSD contract originator agree on terms for MOU and create MOU.
- 3. OUSD contract originator creates the requisition.
- 4. Within 2 weeks of creating the requisition the OUSD contract originator submits complete MOU packet for approval.

Agency Name	Safe Passages 250 Frank H. Ogawa Plaza. Suite 6306		Agency's Contact Person	Josefina Alvarado-Mena	
Street Address			Title	Executive Director	
City	Oakland	d Zip Code 94612		Telephone Email	(510) 238-6368 jalvarado@oaklandnet.com
State	CA				
OUSD Vendor I	Number	V056292			
Attachments	Statem	f general liabilit ent of qualificat n Planning Too	ions	pensation insurance	

Anticipated Start Date	07/01/2011	Date work will end	06/30/2012	Total Contract Amount	\$106,136
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Resource #	Resource Name	Org Key #	Object Code	Amount	Req. #
6010	ASES	2321553401	5825	\$106,136	R0200399
			5825	\$	
			5825	\$	
			5825	\$	

Name of OUSD Contact	Amy Carozza	Email		Amy.Carozza@ousd.k12.ca.u (510) 639-3214		
Telephone	(510) 639-3201	Fax	(510) 639-3			
Site/Dept. Name	232/Coliseum College Prep Academy	After School Enrollment		6	through	8

Services cannot be provided before the MOU is fully appro knowledge services were not provided before a PO was iss		Signing this document affirms that t	to your	
Please sign under the appropriate column.	Approved	Denied – Reason	Date	
1. Site Administrator	BIN		\$19/1	
2. Oakland After School Programs Office	Rulia Ma		7/19/11	
3. Network or Executive Officer	Vion & Marable		8-1-11	
4. Cabinet (CAO, CCO, CFO, CSO, Asst Sup)	Maria Dantes		8-17-11	
5. Board of Education or Superintendent	MUM		-	
Procurement Date Received	21			

A999069.P008 Rev. 11/7/08

THIS FORM IS NOT A CONTRACT