

<b>Board Office Use: Legislative File Info.</b>	
File ID Number	15-1023
Introduction Date	6/24/15
Enactment Number	15-1132
Enactment Date	6/24/15



**OAKLAND UNIFIED SCHOOL DISTRICT**  
Community Schools, Thriving Students

# Memo

**To** The Board of Education  
**From** Antwan Wilson, Superintendent

**Board Meeting Date** \_\_\_\_\_  
(To be completed by Procurement)

**Subject** Memorandum of Understanding Amendment - 1  
Alternatives In Action Oakland CA (contractor, City State)  
302/Fremont High School (site/department)

**Action Requested** Approval of the Amendment to the Memorandum of Understanding between Oakland Unified School District and Alternatives In Action. Services to be primarily provided to 302/Fremont High School for the period of July 1, 2014 through August 21, 2015.

**Background**  
*A one paragraph explanation of why an amendment is needed.*

Alternatives in Action will provide additional staff to provide all Fremont High School students Financial Literacy education, transitions mentoring to feeder middle school youth, and family engagement support services in the extended day offerings. Alternatives in Action will participate in support and resource development activities provided by OUSD where it is appropriate. The Parent Coach will serve on the Meaningful Student and Family Engagement Team, participate in OUSD Family Literacy trainings and meetings, meet weekly with the full extended day program staff for training and development, will meet weekly with Fremont High School Academy Leads, FHS Leadership Team, administrators, and collaborative partners in conducting family engagement program planning, implementation, and evaluation.

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

Approval by the Board of Education of Amendment No. 1 to the Memorandum of Understanding between the District and Alternatives In Action, Oakland, CA, for the latter to provide additional services to students for financial literacy education, transitions mentoring to feeder middle school youth, and family engagement support services in the extended day offerings; participate in support and resource development activities provided by OUSD where it is appropriate; the parent coach will serve on the Meaningful Student and Family Engagement Team, participate in OUSD Family Literacy trainings and meetings, meet weekly with the full extended day program staff for training and development; meet weekly with Fremont High School leadership team and collaborative partners in conducting family engagement program planning, implementation, and evaluation for the period of July 1, 2014 through August 21, 2015, in the amount of \$29,785.00, increasing the agreement from \$235,949.00 to an amount not to exceed \$265,734.00. All other terms and conditions of the MOU remain in full force and effect.

**Recommendation** Approval of the Amendment to the Memorandum of Understanding between Oakland Unified School District and Alternatives In Action. Services to be primarily provided to 302/Fremont High School for the period of July 1, 2014 through August 21, 2015.

**Fiscal Impact** Funding resource name (please spell out) 4124/21st CCLC ASSETS Funding not to exceed \$ 29,785.00

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

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**OAKLAND UNIFIED SCHOOL DISTRICT**  
Community Schools, Thriving Students

## AMENDMENT NO. 1 TO MEMORANDUM OF UNDERSTANDING

The Oakland Unified School District (OUSD) and Alternatives In Action (Agency) entered into a Memorandum of Understanding (MOU) on July 1, 2014. The parties agree to amend that Agreement as follows:

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

Please see the attached Scope of Work.

2. **Terms (duration):**  The term of the MOU is unchanged.  The term of the MOU has changed.  
**If term is changed:** The term of the MOU is extended by an additional \_\_\_\_\_ (days/weeks/months), and the amended expiration date is 08/21/2015.

3. **Compensation:**  The compensation is unchanged.  The compensation has changed.  
**If the compensation is changed:** The MOU price is amended by:  
 Increase of \$ 29,785.00 to original MOU amount – Funding Source: 21st CCLC ASSETs Funding  
 Decrease of \$ \_\_\_\_\_ to original MOU amount– Funding Source: \_\_\_\_\_  
The New Cumulative Amount of ISA(s) is not to exceed: Two Hundred Sixty Five Thousand, Seven Hundred Thirty Four dollars (\$265,734.00).

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

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

No.	Date	General Description of Reason for Amendment	Amount of Increase (Decrease)
			\$ 0.00
			\$ 0.00
			\$ 0.00

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

President, Board of Education  
 Superintendent

Secretary, Board of Education

Date

Date

AGENCY

Contractor Signature

Print Name, Title

Date



**Scope of Work  
#15-1023  
Amendment No. 1, Memorandum of Understanding  
Fremont High School**

**Alternatives In Action**

**21<sup>st</sup> CCLC**

**Fremont High School**

**\$29,785.00**

**Description of Services**

Alternatives in Action will provide additional staff to provide all Fremont High School students Financial Literacy education, transitions mentoring to feeder middle school youth, and family engagement support services in the extended day offerings. Alternatives in Action will participate in support and resource development activities provided by OUSD where it is appropriate. The Parent Coach will serve on the Meaningful Student and Family Engagement Team, participate in OUSD Family Literacy trainings and meetings, meet weekly with the full extended day program staff for training and development, will meet weekly with Fremont High School Academy Leads, FHS Leadership Team, administrators, and collaborative partners in conducting family engagement 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. The Financial Literacy Project Coach will serve 15 9<sup>th</sup> and 10<sup>th</sup> grade youth 2 times per week to support youth to make better choices with their stipends, conduct a community scan to evaluate financial resources in the Fruitvale community, and make recommendations to financial institutions about needed products on the market at a Financial Literacy Briefing. 40 Youth Leaders will participate in 2 overnight retreats to train on youth development practices, create and debrief on community impact project, celebrate success and, and become Train the Trainers for incoming youth leaders in the 2015-16 school year.

**Expected Outcomes**

At least 80 percent of participating students in the internship program will gain 1 grade level in reading, as measured by the SRI scale used at the school. By the end of the year, at least 85 percent of participating students will pass certifications by demonstrating mastery in key standards identified by the OUSD College and Career Resource Office. At least 90 percent of teachers will report in end-of-year surveys that participating students have shown increased Habits of Work as measured by homework completion rates for the students. 100% of the students will report that they have been engaged in a curriculum designed to increase readiness for choosing a college and career path. 95% of family members participating in Meaningful Students and Family Engagement Committee will report being more connected to their youth's school.

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

Date (MM/DD/YR)  
7/9/14

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

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


<b>PRODUCER</b> Heffernan Insurance Brokers 1350 Carback Avenue, Suite 200 Walnut Creek, CA 94596 CA License #0564249	<b>CONTACT NAME:</b> Cheryl VanWestrop		
	<b>PHONE (A/C.No,Ext):</b> 925-934-8500	<b>FAX (A/C.No):</b> 925-934-8278	
<b>EMAIL ADDRESS:</b> CheryIV@heffins.com			
<b>INSURED</b> Alternatives in Action 3666 Grand Avenue, Suite A Oakland, CA 94610	<b>INSURERS AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A:</b> Markel Insurance Company	38970	
	<b>INSURER B:</b> American Family Home Insurance Co	23450	
	<b>INSURER C:</b>		
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X		CHP7000138701	06/25/2014	06/25/2015	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER							GENERAL AGGREGATE \$ 2,000,000
POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/>							PRODUCTS - COMP/OP AGG \$ Included
							\$
A	AUTOMOBILE LIABILITY			CHA7000138701	06/25/2014	06/25/2015	COMBINED SINGLE LIMIT (Each accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident) \$
							\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			CHU7000138701	06/25/2014	06/25/2015	EACH OCCURRENCE \$ 3,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 3,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$10,000						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			2EA5WC000010800	06/25/2014	06/25/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? (Mandatory in N.H.)						E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 Re: As Per Contract or Agreement on File with Insured. Oakland Unified School District is named as additional insured on General Liability policy if required by written contract per attached endorsement.

<b>CERTIFICATE HOLDER</b>  Oakland Unified School District 900 High Street Oakland, CA 94601	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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**Alternatives in Action**  
WHERE YOUTH CHOOSE TO LEAD

August 13, 2014

Julia Ma  
Coordinator, After School Programs  
Oakland Unified School District  
746 Grand Ave  
Oakland, CA 94610

To Whom It May Concern:

Alternatives in Action verifies that all employees, volunteers, and agents working in OUSD after school programs will have fingerprint clearance through the Dept. of Justice and FBI, and will also have TB clearance before they begin work on OUSD school sites.

Sincerely,

Patricia Murillo  
Executive Director



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## **Alternatives in Action**

WHERE YOUTH CHOOSE TO LEAD

Founded in 1994, Alternatives in Action is a non-profit which works with East Bay youth who have leadership potential and prepares them for college, career and community involvement. Through this work, Alternatives in Action envisions generations of young adults inspired and prepared to take meaningful action that positively transforms their lives and their communities. Alternatives in Action makes this vision come alive through a range of programs, including its charter high school, The Bay Area School of Enterprise, its Home Sweet Home Preschool that also provides career training for high school youth, and comprehensive school initiatives at three sites, McClymonds High School in West Oakland, Life Academy in East Oakland, and the Bay Area School of Enterprise in West Alameda. In total, Alternatives in Action develops the leadership potential and provides school-linked services to over 600 youth, with another 500 children and youth benefiting from the community-based projects and events created by Alternatives in Action youth.

Alternatives in Action Central Office & West Alameda Programs 1900 Third Street Alameda, CA 94501 Tel. 510.748.4314 Fax 510.748.4326  
Alternatives in Action at McClymonds High School 2607 Myrtle Street Oakland, CA 94607 Tel. 510.879.8056  
Alternatives in Action at Life Academy 2101 35th Avenue Oakland, CA 94601 Tel. 510.535.7138

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# MEMORANDUM OF UNDERSTANDING 2014-2015

## 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 Information

Agency Name	Alternatives In Action	Agency's Contact Person	Patricia Murillo
Street Address	3666 Grand Avenue	Title	Executive Director
City	Oakland	State	CA
Telephone	510-285-6290, ext. 305		
Zip Code	94610	OUSD Vendor Number	1000606
Email	pmurillo@alternativesinaction.org		

- Attachments
- MOU amendment – (Includes Routing Form and Board Memo)
  - Amended Scope of work (Not Required if Amendment is only for a change in the funding source)
  - If additional consultants will be working on site, attach agency letter verifying additional consultants have met the Fingerprinting/Background Investigation and have a negative tuberculosis status.

### Compensation – Must be within OUSD Billing Guidelines

Original MOU Amount	\$ 235,949.00	Original PO Number	P1502260, P1502261, P1502262
Amended MOU Amount	\$ 29,785.00	New Requisition Number	R0153857, R0153861, R0153864
New Total MOU Amount	\$ 265,734.00		

### Budget Information

Resource #	Resource Name	Org Key #	Object Code	Amount
4124	21st CCLC ASSETS Core	3021862401	<b>5825</b>	\$ 24,687.00
4124	21st CCLC Equitable Access	3021864401	<b>5825</b>	\$ 4,650.00
4124	21st CCLC Family Literacy	3021863401	<b>5825</b>	\$ 448.00
			<b>5825</b>	

### OUSD Contract Originator Information

Name of OUSD Contact	Emiliano Sanchez	Email	emiliano.sanchez @ousd.k12.ca.us
Telephone	510-434-5257	Fax	510-434-5343
Site/Dept. Name	302/Fremont High School		

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

Additional services above original MOU amount cannot be provided before the amendment is fully approved and the Purchase Order amount has been increased by Procurement. Signing this document affirms that to your knowledge additional services were not provided before the amendment was approved.

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

Please sign under the appropriate column.	Approved	Denied – Reason	Date
1. Site Administrator			5/13/15
2. Resource Manager, if applicable			
3. Network or Regional Executive Officer			5.19.15
4. Cabinet (Deputy Superintendent)			
5. Superintendent or Board of Education			
Legal – Required if not standard MOU Amendment			
Procurement	Date Received		



<b>Board Office Use: Legislative File Info.</b>	
File ID Number	14-1843
Introduction Date	9-10-14
Enactment Number	14-1648
Enactment Date	9-10-14



OAKLAND UNIFIED  
SCHOOL DISTRICT

Community Schools, Thriving Students

# Memo

To Board of Education

From Antwan Wilson, Superintendent

Board Meeting Date  
(To be completed by  
Procurement) 9-10-14

Subject Memorandum of Understanding - Alternatives In Action (contractor) - 302/Fremont High School (site)

**Action Requested** Approval of the Memorandum of Understanding (MOU) between District and Alternatives In Action, for services to be provided primarily to 302/Fremont High School (site).

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

The general purpose of the 21<sup>st</sup> Century Community Learning Center (21<sup>st</sup> CCLC) program is to establish or expand community learning centers that provide students with academic enrichment opportunities along with activities designed to complement the students' regular academic program. California Education Code (EC) Section 8421 further defines the purpose of the 21<sup>st</sup> CCLC High School ASSETs program as (1) creating incentives for establishing locally driven after school enrichment programs that partner schools and communities to provide academic support and safe, constructive alternatives for high school pupils in the hours after the regular school day, and (2) assisting pupils in passing the high school exit examination for public school programs.

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

Approval by the Board of Education of a Memorandum of Understanding between the District and Alternatives In Action, 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 Fremont High School's comprehensive After School Program for the period of July 1, 2014 through August 21, 2015, in the amount of \$235,949.00.

**Recommendation**

Approval by the Board of Education of the Memorandum of Understanding (MOU) between the District and Alternatives In Action for the latter to provide Arts, Recreation, Leadership and Family Literary activities in its capacity as a Comprehensive After School Program Lead Agency at Fremont High School for the period July 1, 2014 through August 21, 2015.

**Fiscal Impact**

Funding Resource: 4124/21<sup>st</sup> Century High School After School Safety and Enrichment for Teens (ASSETs) Grant: \$197,167.00 for Core funding, \$21,545.00 for Equitable Access, and \$17,236.48 for Family Literacy funding, for a total amount not to exceed \$235,949.00.

**Attachments**

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





# MEMORANDUM OF UNDERSTANDING ROUTING FORM 2014-2015

### Basic Directions

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

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

### Agency Information

Agency Name	Alternatives in Action			Agency's Contact Person	Patricia Murillo
Street Address	3666 Grand Avenue, Suite A			Title	Executive Director
City	Oakland			Telephone	510/285-6290, ext. 305
State	CA	Zip Code	94610	Email	pmurillo@alternativesinaction.org
OUSD Vendor Number	1000606				
Attachments	<input checked="" type="checkbox"/> Proof of general liability and workers' compensation insurance <input checked="" type="checkbox"/> Statement of qualifications <input checked="" type="checkbox"/> Program Planning Tool and Budget <input checked="" type="checkbox"/> Printout showing this vendor does not appear on the Excluded Parties List. ( <a href="http://www.sam.gov/portal/public/Sam/">www.sam.gov/portal/public/Sam/</a> )				

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

Anticipated Start Date	07/01/2014	Date work will end	08/21/2015	Total Contract Amount	\$235,949.00
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### Budget Information

Resource #	Resource Name	Org Key #	Object Code	Amount	Req. #
4124	21st CCLC - Core	3021862401	5825	\$197,167.00	R0150988
4124	21st CCLC- Eq Access	3021864401	5825	\$21,545.00	R0150989
4124	21st CCLC - Fam Lit	3021863401	5825	\$17,237.00	R0150990
			5825	\$	

### OUSD Contract Originator Information

Name of OUSD Contact	Emiliano Sanchez	Email	Emiliano.Sanchez	@ousd.k12.ca.us
Telephone	510/434-5257	Fax	510/434-2018	
Site/Dept. Name	302/Fremont High School	Enrollment Grades	9th	through 12th

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

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

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

Please sign under the appropriate column.	Approved	Denied – Reason	Date
1. Site Administrator			8/21/14
2. Oakland After School Programs Office			8/21/14
3. Network or Executive Officer			8/21/14
4. Cabinet (CAO, CCO, CFO, CSO, Asst Sup)			
5. Board of Education or Superintendent			
Procurement	Date Received		



**Memorandum of Understanding 2014-2015  
Between Oakland Unified School District and  
Alternatives in Action**

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1. **Intent.** This Memorandum of Understanding ("MOU") establishes the Oakland Unified School District's ("OUSD") intent to contract with Alternatives in Action ("AGENCY") to serve as the lead agency to provide after-school and/or summer educational programs and to serve a sufficient number of students and run services for a sufficient number of days to earn the core grant allocation of funding at 302/Fremont High School under the following 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")
2. **Term of MOU.** The term of this MOU shall be July 1, 2014 to August 21, 2015 and may be extended by written agreement of both parties.
3. **Termination.** OUSD may at any time terminate this MOU for any or no reason upon not less than five (5) days written notice to AGENCY. OUSD shall compensate AGENCY for services satisfactorily provided through the date of termination. In addition, OUSD may terminate this MOU for cause should AGENCY fail to perform any part of this MOU. In the event of termination for cause, OUSD may secure the required services from another contractor. If OUSD's cost of procuring services from another contractor exceeds the cost of providing the services pursuant to this MOU, AGENCY shall pay the additional cost.
4. **Compensation.** The 21st Century ASSETS Core Grant, Family Literacy, and Direct Access grant award amount for 302/Fremont High School is \$235,949.00. AGENCY shall be entitled to compensation from these funds in accordance with the following terms and conditions:
- 4.1. **Total Compensation.** Subject to the provisions of 4.2 Positive Attendance and the provisions of 4.3 Administrative Fee, AGENCY shall receive the amount of the grant award less OUSD's administrative fees and other site costs agreed to by the Site Administrator and AGENCY.
- 4.2. **Positive Attendance.** Payment for services rendered related to the 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 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 2014-2015**).
- 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.

- 4.2.2. Administrative Charges and Reconciliation.** Reconciliation process for positive attendance based grants must factor in the subtraction of administrative and other OUSD central charges, as outlined in section 4.3, from any grant amounts earned through attendance (OUSD indirect, custodial, evaluation, and After School Programs Office administrative and training/technical assistance fees).
- 4.3. OUSD Administrative Fees.** OUSD shall charge and withhold up to 14% from the overall 21st Century ASSETS Core Grant, Family Literacy grant, and Direct Access grant for central indirect, administrative, custodial, evaluation, and direct service training and technical assistance costs.
- 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 21st Century ASSETS Core Grant, Family Literacy grant, and Direct Access grant within the grant-mandated allowable 15% for total indirect/administrative costs. The agency administrative fees charged to the 21st Century ASSETS Core Grant, Family Literacy grant, and Direct Access grant 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 21st Century ASSETS program. 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 21st Century 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 2014-2015 and will not exceed \$235,949.00 in accordance with **Exhibit B** ("21<sup>st</sup> CCLC After School Program Plan" and "After School Budget Planning Spreadsheet").
- 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 21<sup>st</sup> Century ASSETS program is to establish local programs that offer academic assistance and enrichment for students in need of such services regardless of their ability to pay. Though it is not against the rules to charge fees for participation in programs, the CA Department of Education discourages it because it could exclude students in need from attending and taking advantage of the after school program. Fees should not create a barrier to participation in the after school program. After school services must be equally accessible to all students targeted for services regardless of their ability to pay. Programs that propose to charge fees may not prohibit any family from participating based on their inability to pay and must offer a sliding scale of fees and scholarships for those who could not otherwise afford to participate. Any income collected from fees must be used to fund program activities specified in the grant application. AGENCY shall do full accounting of fees collected, and documentation shall be kept for 5 years for auditing purposes. If AGENCY decides to charge fees, this decision shall be made collaboratively with the Site Administrator, and AGENCY shall work collaboratively with the Site Administrator and parent leaders to develop an appropriate program fee structure for the school community. AGENCY shall provide the OUSD After School Programs Office with written documentation of the program fee structure prior to charging any program fees, and shall provide OUSD with additional documentation upon request, to ensure grant compliance.

5. **Scope of Work.** AGENCY will serve as lead agency at 302/Fremont High School, will be responsible for operations and management of the 21st Century ASSETS Core Grant, Family Literacy grant, and Direct Access grant contracted to AGENCY by OUSD for fiscal year 2014-2015. This shall include the following required activities:

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

5.1.1. **Alignment with Community School Strategic Site Plan ("CSSSP").** AGENCY will ensure the after school program aligns with OUSD and 302/Fremont High School and objectives to ensure the success of students as articulated in the Community School Strategic Site Plan (CSSSP). AGENCY will work in partnership with the school principal to ensure that the program components are aligned with and complement OUSD standards and school site curriculum.

5.2. **Oversight.** AGENCY will provide oversight, fiscal management, payroll services, technical assistance, and facilitation of collaboration with other service providers. Agency must ensure compliance with 21st Century ASSETS Core, 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 302/Fremont High School, to serve sufficient number of students and run services for a sufficient number of days to earn the full core grant allocation of funding.

5.4. Program Requirements

5.4.1. **Program Hours.** 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 2014 – 2015 school year.

5.4.2.1. **Attendance Targets.** AGENCY will operate the program for a sufficient number of days during the 2014 – 2015 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 2014-15 school year for staff professional development, as permitted by Education Code.

5.4.3. Program Components

5.4.3.1. AGENCY shall provide programming that supports the guidelines as outlined in the ASSETS Core Grant for students at 302/Fremont 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 302/Fremont 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 302/Fremont High School which includes parent workshop and training on a variety of topics including supporting youth academically, college and career readiness, and adult literacy development.
- 5.4.3.4. Snacks/Supper/Beverages: AGENCY shall meet Federal and State meal and snack requirements and all meals and snacks must be provided by OUSD Nutrition Services department. Nutrition Services shall:
  - 5.4.3.4.1. Provide meals and beverages that meet State and Federal standards;
  - 5.4.3.4.2. Provide the number of meals and beverages requested by AGENCY unless/until Nutrition Services determines that AGENCY's participation is lower than the snack/meal/beverage count provided by the AGENCY, in which case, the number will be adjusted;
  - 5.4.3.4.3. Provide all supplies including utensils, napkins, forks, required;
  - 5.4.3.4.4. Support compliance by AGENCY with required State and Federal administrative requirements;
  - 5.4.3.4.5. Provide annual training to AGENCY.
- 5.4.3.5. Each AGENCY participating in the Nutrition Services snack/meal/beverage program shall:
  - 5.4.3.5.1. Attend annual training. In the event that the person responsible for snack distribution changes, AGENCY will make arrangements with Nutrition Services for training of new employees or representative of the AGENCY;

- 5.4.3.5.2. Complete After School Snack and Supper Menu Production Worksheets (MPW) on a daily basis;
  - 5.4.3.5.3. Ensure meal count is accurate;
  - 5.4.3.5.4. Submit completed MPW to cafeteria staff by the next business day;
  - 5.4.3.5.5. Return leftovers to cafeteria;
  - 5.4.3.5.6. Ensure that only students are served and receive food from the program;
  - 5.4.3.5.7. Ensure that meals are not removed from campus
  - 5.4.3.5.8. Immediately report to OUSD Site Coordinator and Nutrition Services any concerns related to food safety or food contamination
- 5.4.3.6. AGENCY will be billed at the rates immediately below, for meals by Nutrition Services under the following conditions.
- 5.4.3.6.1. MPW not completed and submitted by the next business day;
  - 5.4.3.6.2. Snacks are ordered and not picked up
- 5.4.3.7. In addition to any applicable liability associated with audit findings. AGENCY will be charged the following for each meal that OUSD is unable to claim due to AGENCY's failure to comply with program requirements:
- 5.4.3.7.1. Snack: \$1.00
  - 5.4.3.7.2. Supper: \$3.50
- 5.4.3.8. AGENCY will be liable for audit findings and/or assessments (See Section 12 below) that are attributable to AGENCY's failure to comply with the rules and regulations of the Nutrition Services program, including liability if reimbursement is denied Nutrition Services because of AGENCY's failure to comply with program requirements.
- 5.4.4. **Staff Ratio.** The staff to youth ratio shall not exceed 1:20, with no more than 20 youth for each qualified, adult staff supervisor.
- 5.5. **Data Collection.** AGENCY will work with OUSD to collect and analyze data on student enrollment, student attendance, student academic performance, student satisfaction, and parent satisfaction. This includes, but is not limited to:
- 5.5.1. **Accountability Reports.** Providing OUSD with the following set of program accountability reports:
    - Financial reports
    - Activity reports
    - Outcomes reports: behavioral and academic
  - 5.5.2. **Attendance Reports.** Providing OUSD with attendance reports using the OUSD/OFCY attendance systems and maintaining required attendance records utilizing the OUSD/OFCY attendance systems, including completion of mandatory monthly reports. Original written documentation of all daily attendance records, including all daily sign in/out sheets, will be maintained by AGENCY for 5 years for auditing purposes.
  - 5.5.3. **Use of Enrollment Packet.** AGENCY will use OUSD After School Program Parent Permission and Student Information enrollment packet, including early release waiver, for all



after school participants. **(Exhibit C)** AGENCY will seek approval from the OUSD After School Programs Office for any modifications to the OUSD enrollment packet, in advance of distribution.

5.6. **Maintain Clean, Safe and Secure Environment.** Maintaining clean, safe, and secure program environments for staff and students in conjunction with OUSD guidelines. AGENCY, as they view necessary, will initiate and establish additional cleanliness, safety, and security policies and protocol sufficient to ensure staff, student and family member safety.

5.7. **Meeting Participation.** AGENCY will participate in technical assistance, training, orientation, monthly meetings and other support and resource development activities provided by OUSD and collaborative partners in conducting program planning, implementation, and evaluation. These include required regular meetings with the school principal or other identified designee to ensure collaboration with the school vision. AGENCY staff will participate in meetings facilitated by the OUSD After School Programs Office to address program quality, program improvement and general troubleshooting.

5.8. **Relationships.** AGENCY will maintain six essential collaborative relationships to ensure partnerships towards effective program implementation:

- Administration, faculty, and staff of 302/Fremont High School
- OUSD After School Programs Office
- OUSD central administration departments
- Parents/Guardians
- Youth
- Community organizations and public agencies

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

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

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

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

6.1.1. a full description of the trip and scheduled activities

6.1.2. student/adult participant health information

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

- 6.2. After school and summer program staff or subcontractors leading trip must have a written list of students attending trip.
- 6.3. No student shall be prevented from making a trip due to lack of sufficient funds.
- 6.4. After school and summer program staff or subcontractors leading trip shall have a sufficient first aid kit in his or her possession or immediately available. If the trip is conducted in areas known to be infested with poisonous snakes, this first aid kit shall contain medically accepted snakebite remedies.
- 6.5. **Health Conditions/Medication:** Trip participant health information will be gathered and reviewed in advance of trip and any needed revisions to supervision plan made, including making sure that chaperones understand relevant information (e.g., food allergies). A plan will be developed to collect, secure, and dispense prescription medications from their original containers only and consistent with physician's instructions.
- 6.6. **Supervision**
  - 6.6.1. AGENCY Executive Director must review and approve supervision plan.
  - 6.6.2. Trip as structured is appropriate to age, grade level and course of study.
  - 6.6.3. Chaperones are all AGENCY employees or subcontractors, parent(s)/guardian(s), or other authorized chaperones and are 21 or older. After School and Summer Program Coordinators and lead trip staff are satisfied that all chaperones are willing and able to perform required duties, including understanding and implementing instructions, understanding health information for students in their group, and responding effectively in the event of an emergency. Trip attendees shall be limited to assigned school or early childhood education or after school program staff, students and authorized chaperones. Guests, including but not limited to friends and other family members, are strictly prohibited absent prior written approval of the after school program coordinator or AGENCY executive director. Before the trip, after school and summer program staff leading trip shall provide any adult chaperones who may accompany the students with clear information regarding their responsibilities. Chaperones shall be assigned a prescribed group of students and shall be responsible for the continuous monitoring of these students' activities. Chaperones shall not consume alcoholic beverages or be under the influence of controlled substances while accompanying and supervising students on a trip.
  - 6.6.4. When a trip is made to a place of business or industry, staff shall arrange for an employee of the host company to serve as conductor.
  - 6.6.5. Adult:Student Ratio is at least 1:10 or higher if swimming or wading or high risk trip. If the trip involves water activities, this ratio shall be revised to ensure closer supervision of elementary grade or younger students, appropriate to their ages. The ratio of adults to students on field trips and excursions shall be reasonable under the circumstances.
  - 6.6.6. Safety requirements have been met (eg: current First aid/CPR training of at least one chaperone, first aid kits, emergency contact and health info, instructions for chaperones, staff and chaperones have cell phones which are charged and available for communication).
- 6.7. **Transportation Requirements:** The after school and summer program or subcontractors shall ensure compliance with all state laws and may transport by the use of its own equipment, contract to provide transportation or arrange transportation by the use of other equipment to enrolled after school and summer participants provided that: (A) parent/guardians' written permission has been obtained in advance; (B) After School Program Coordinator and/or Summer Program Coordinator has confirmed that: transportation arrangements are safe and appropriate; (C) all drivers have valid California driver's license; (D) all drivers have received fingerprint clearance; (E) provided that such transport is covered under driver or registered owner's personal automobile insurance or AGENCY



automobile liability insurance policy for at least \$100,000 per individual and \$300,000 per occurrence for liability for bodily injury; and \$50,000 per occurrence for liability for property damage; (F) all drivers and registered owners of private or rented vehicles used shall complete and sign declaration of driver forms assuring that: (i) the driver is at least 21 years of age and holds a current valid California driver's license;(ii) the driver has not been convicted of reckless driving or driving under the influence of drugs or alcohol within the past five years; and (iii) the driver provides proof of sufficient insurance; (G) if after school or summer program arranges and/or contracts with a third party to provide this transportation, the organization or company with whom they contract must be licensed as a transportation provider, be certified to transport students (e.g., School Pupil Activity Bus certification) and have at least \$5,000,000 automobile and \$1,000,000 General Liability insurance; (H) arrangements have been made for additional vehicle for use in event of illness or emergency; (I) students receive instruction in safe conduct on bus or other transport; and, (J) drivers shall receive safety and emergency instructions and information which shall be kept in their vehicle, including health and emergency information for each student riding in his/her vehicle.

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

6.9. Vendor is licensed to provide all proposed activities.

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

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

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

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

6.11.1. Definition of High Risk Activities

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

- Amusement Parks
- Interscholastic Athletic Activities
- Bicycle riding
- Circus Arts
- Hiking (Moderate to rigorous terrain or length) vs short nature "walks"
- Hang gliding
- Horseback riding
- Ice Skating
- In-line or Roller Skating
- Rock climbing, climbing walls
- Skateboarding or use of non-motorized scooters
- Snow sports of any kind
- Trampoline; Jumpers
- Motorcycling
- Rodeo

- Target Shooting
  - Water Activities including but not limited to: swimming, snorkeling, scuba diving, sailing, boating, kayaking, river rafting, water slides, water skiing etc.
  - Outdoor active, experiential programs (Ropes course, pulley, etc.)
  - Other activities determined by the school principal to have a high risk to student safety
- 6.11.1.2. The cost of insurance coverage for such activities shall be borne by the student and/or AGENCY.
- 6.11.1.3. Students who operate or ride as a passenger on a bicycle, non-motorized scooter or skateboard upon a street, bikeway or any other public bicycle path or trail shall wear a properly fitted and fastened bicycle helmet that meets the standards of law. Students also shall be required to wear such helmets while wearing in-line or roller skates.
- 6.11.2. Department of Justice and FBI fingerprinting and fingerprint clearance must be obtained for all non-District employee chaperones. Chaperones who continue beyond one school year will need to get fingerprint clearance once every three years from the time they begin chaperoning on after school program trips. Chaperones shall act in accordance with district policies, regulations and school rules. A person who is required to register as a sex offender pursuant to Penal Code 290 shall not serve as a chaperone on any field trip.
- 6.11.3. No chaperone shall be assigned to provide supervision or instruction of students unless he/she has submitted evidence of an examination within the past 60 days to determine that he/she is free of active tuberculosis. Chaperones whose skin test negative shall thereafter be required to take tuberculosis test every four years or sooner if deemed necessary by AGENCY.
- 6.11.4. Letter must be sent to parent(s)/guardian(s) and a meeting must be held for staff, chaperones, parent(s)/guardian(s) and students in advance of trip to discuss trip and safety related procedures, itinerary and questions.
- 6.11.5. Sleeping arrangements and night supervision are safe and appropriate.
- 6.11.6. **Vendor Proof of Insurance:** After School Program Coordinator and/or Summer Program Coordinator has obtained proof of insurance from all private vendors including:
- Facility
  - Program
- 6.12. Additional Requirements for Field Trips/Excursions Which Include Swimming or Wading
- 6.12.1. No swimming or wading shall be allowed on trips unless planned and approved in advance.
- 6.12.2. When wading in the ocean, bay, river or other body of water as part of a planned, supervised outdoor education activity, after school program staff shall provide for a number of chaperones to exceed the normal one to ten ratio and shall instruct both chaperones and students of the real and potential risks inherent in such activities and the precautions necessary for their safety.
- 6.12.3. Swimming Activities
- 6.12.3.1. Parents/guardians must provide written permission for the student to swim and must indicate the student's swimming ability. Students whose parents do not give permission for their child to swim shall be identified in advance of trip and a tracking system designed to ensure they do not enter pool or swim area.
- 6.12.3.2. Swimming facilities, including backyard pools, must be inspected by the AGENCY Executive Director and after school program staff before the trip is scheduled.



- 6.12.3.3. Owners of private pools must provide a certificate of insurance, designating OUSD and AGENCY as an additional insured, for not less than \$2,000,000 in liability coverage.
  - 6.12.3.4. Lifeguards must be designated for all swimming activities. If lifeguards are not provided by the pool owner or operator, the AGENCY Executive Director shall ensure their presence. The AGENCY Executive Director shall ensure that lifeguards are Red Cross certified or equivalent and must be at least 21 years old. A swim test must be administered before any student is permitted in the deep end of the pool or swim area. A tracking system shall be designed in advance of trip to identify those students who have and have not passed the swim test.
  - 6.12.3.5. The ratio of adult chaperones to students shall be at least one to ten. In grades 4-6, this ratio shall be at least one to eight. In grades K-3, this ratio shall be at least one to four.
  - 6.12.3.6. Specific supervisory responsibilities shall be determined in advance to accommodate the varying swimming abilities of students. These responsibilities shall be clarified in writing and reviewed verbally before the trip.
  - 6.12.3.7. Emergency procedures shall be included with written instructions to adult chaperones and staff.
  - 6.12.3.8. Staff and chaperones assigned to supervise students must wear swim suits and know how to swim and be at each side of the pool or swim area actively monitoring students at all times.
  - 6.12.3.9. The After School Program Coordinator and/or Summer Program Coordinator may require students to wear flotation devices, depending upon their age and swimming ability.
  - 6.12.3.10. A buddy-system or other means of surveillance shall be arranged in advance and strictly enforced during swimming activities.
- 6.13. Additional Requirements for trips to East Bay Regional Park District Bodies of Water (swimming pools, lagoons, shoreline parks and lakes) and Related Facilities
- 6.13.1. At least 2 weeks prior to trip date, all persons attending trip, including, but not limited to, each and every student, teacher, instructor, chaperone, supervisor, parent, administrator, volunteer, or aide (hereinafter "participant") will provide to the School District Office of the General Counsel an original, properly completed, signed and dated East Bay Regional Park District Waiver (**Exhibit E**), executed by either the participant if he or she is 18 years of age or older, or the participant's parent or legal guardian if the participant is under 18 years of age.
  - 6.13.2. Should AGENCY fail to provide an original, properly completed, signed and dated East Bay Regional Park District Waiver for each trip participant as defined in Section 6.13.1 above, AGENCY agrees to hold harmless, defend and indemnify OUSD, its officers, employees, volunteers and agents from all claims and actions resulting therefrom.
7. **Financial Records.** AGENCY agrees and understands that OUSD is responsible for fiduciary and programmatic oversight for the expenditure of 21st Century ASSETS Core Grant, Direct Access, and Family Literacy grant funds contracted to AGENCY by OUSD for fiscal year 2014-2015. 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 21<sup>st</sup> Century ASSETS, Family Literacy, and Direct Access 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 21<sup>st</sup> Century Core Grant, Direct Access, or Family Literacy grant funds.
- 8.3. **Invoice Requirements.** AGENCY will submit invoices with evidence of the following staff qualifications for each AGENCY employee and AGENCY agent, including employees of subcontracting agencies and volunteers: TB Clearance, current CA Department of Justice and FBI fingerprint clearance, and Instructional Aide requirement. AGENCY will utilize the required OUSD invoicing and staff qualifications form (**Exhibit F**) for regular invoice submission.
- 8.4. **Submission of Invoices.** AGENCY must submit invoices to OUSD on a timely and regular basis for services rendered. OUSD will not accept invoices submitted more than thirty days beyond the end of each fiscal quarter. No invoices will be accepted more than 30 days past the end of June 30 of the contractual fiscal year. AGENCY must also submit invoices according to specific invoicing deadlines as outlined by OUSD to ensure timely processing. (**Exhibit G**)
- 8.5. **Submission of Invoices for ASEP and 21<sup>st</sup> Century Grants.** For services rendered related to the 21<sup>st</sup> Century ASSETS grants, OUSD shall pay AGENCY, on a monthly basis, for appropriately documented expenses related to the 21<sup>st</sup> Century ASSETS grants, with a cumulative total for 2014-15 not to exceed \$235,949.00 in accordance with the attached Exhibits to this Memorandum. Invoices for payment of services shall be submitted by the 10<sup>th</sup> of each month to the OUSD After School Programs Office, utilizing the required OUSD invoicing and staff qualifications form (**Exhibit F**). OUSD will strive to adhere to second Accounts Payable check run per the published schedule of monthly payments if invoices are submitted in accordance with the deadlines and requirements set forth in this section and the accompanying Exhibits.

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

## 10. Changes

- 10.1. **Agency Changes.** AGENCY may, at any time, by written order, make changes consistent with Section 5 Scope of Work of this MOU. If such changes cause an increase or decrease in the budgeted cost of or the time required for performance of the agreed upon work, an equitable adjustment as mutually agreed shall be made in the limit on compensation as set forth in Section 4 or in the time of required performance as set forth in Section 5.4, or both. In the event that AGENCY encounters any unanticipated conditions or contingencies that may affect the scope of work or



services and result in an adjustment in the amount of compensation specified herein, AGENCY shall so advise OUSD immediately upon notice of such condition or contingency. The written notice shall explain the circumstances giving rise to the unforeseen condition or contingency and shall set forth the proposed adjustment in compensation. Such notice shall be given to OUSD prior to the time that AGENCY performs work or services related to the proposed adjustment in compensation. Any and all pertinent changes shall be expressed in a written amendment to this MOU and signed by OUSD prior to AGENCY's implementation of such changes.

10.2. **Changing Legislation.** AGENCY understands that changes in Federal, or state legislation or District policy may impact funding levels, grant requirements, and responsibilities of AGENCY during an academic school year. This MOU may be amended during the 2014-15 fiscal year to reflect additional changes resulting from such legislation.

## 11. Conduct of Consultant

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

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

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

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

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

11.3. **Removal of Staff.** In the event that OUSD, in its sole discretion, at any time during the term of this MOU, desires the removal of any AGENCY related persons, employee, representative or agent from OUSD school site and/or property, AGENCY shall immediately upon receiving notice from OUSD of such desire, cause the removal of such person or persons. In the event OUSD requests the removal of any AGENCY related persons, employee, representative or agent from OUSD school site and/or property, the OUSD site administrator shall provide to the AGENCY written, supporting rationale for the decision. OUSD After School Program Office, after conferring with Legal and the Executive Officer supporting the site, shall decide, taking all the facts and circumstances into account, if AGENCY may reassign an employee or agent to another OUSD site. Prior to the removal or change of any AGENCY staff member who is a regular part of the after school program, AGENCY shall inform the Site Administrator with as much notice as possible, and will work with the Site Administrator to ensure a smooth transition in staffing.

- 11.4. **Conflict of Interest.** AGENCY shall abide by and be subject to all applicable OUSD policies, regulations, statutes or other laws regarding conflict of interest. AGENCY shall not hire any officer or employee of OUSD to perform any service by this Agreement. AGENCY affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between AGENCY's family, business or financial interest and the services provided under this MOU, and in the event of change in either private interest or services under this MOU, any question regarding possible conflict of interest which may arise as a result of such change will be brought to OUSD's attention in writing.
- 11.5. **Drug-Free / Smoke Free Policy.** AGENCY understands that OUSD does not permit drugs, alcohol, and/or smoking at any time in any buildings and/or grounds on OUSD property. AGENCY agrees to adhere to this policy for its students, staff, visitors, employees and or subcontractors.
- 11.6. **Non-Discrimination.** Consistent with the policy of OUSD in connection with all work performed under Contracts, AGENCY shall not engage in unlawful discrimination in employment on the basis of actual or perceived race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex or sexual orientation. AGENCY agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and OUSD policy. In addition, AGENCY agrees to require like compliance by all its subcontractor(s).
12. **Indemnification.** AGENCY shall indemnify, hold harmless and defend OUSD and each of its officers, officials, employees, volunteers and agents from any loss, liability, audit fines, assessments, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by OUSD, AGENCY or any other person and from any claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of performance of this MOU. AGENCY's obligations under the preceding sentence shall apply jointly and severally regardless of whether OUSD or any of its officers, officials, employees, volunteers or agents are actively or passively negligent, but shall not apply to any loss of liability, fines, penalties, forfeitures, costs or damages caused solely by the active negligence or by the willful misconduct of OUSD. If AGENCY should subcontract all or any portion of the work or activities to be performed under this MOU, AGENCY shall require each subcontractor to indemnify, hold harmless and defend OUSD, its officers, officials, employees, volunteers or agents in accordance with the terms of the proceeding paragraph.
13. **Insurance.** Throughout the life of the MOU, AGENCY shall pay for and maintain in full force and effect with an insurance company(s) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "AVII" 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





Exhibit A

**ATTENDANCE REPORTING SCHEDULE**

Oakland Unified School District After School Programs Attendance Reporting Schedule	
<b>Monthly Attendance Period</b>	<b>Deadline to Input Attendance Data into Cityspan</b>
July 1 – July 31, 2014	August 10, 2014
August 1 - August 30, 2014	September 10, 2014
September 1-30, 2014	October 10, 2014
October 1-30, 2014	November 10, 2014
November 1-30, 2014	December 10, 2014
December 1-31, 2014	January 10, 2015
January 1-31, 2015	February 10, 2015
February 1-28, 2015	March 10, 2015
March 1-31, 2015	April 10, 2015
April 1-30, 2015	May 10, 2015
May 1-31, 2015	June 10, 2015
June 1-30, 2015	July 10, 2015



Exhibit B

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

*(Template distributed separately)*

**INSERT HERE**

2014 - 2015 High School After School Program Budget

**AFTER SCHOOL BUDGET PLANNING SPREADSHEET**

HIGH SCHOOLS 02 2014

Site Name	21CCLC Core	21CCLC Equitable Access	21CCLC Family Literacy	Program Fees (if applicable)	Other Lead Agency Funds
Fremont High	Resource 4214 Program	Resource 4124 Program	Resource 4124 Program		
Site # 382	OUUSD Lead Agency	OUUSD Lead Agency	OUUSD Lead Agency	Lead Agency	Lead Agency
Average # of students to be served daily (SDA) 149	%	%	%		
<b>TOTAL GRANT AWARD</b>	<b>\$250,000</b>	<b>\$25,000</b>	<b>\$20,000</b>	<b>\$0</b>	<b>\$0</b>
<b>CENTRAL COSTS: INDIRECT, ADMIN, EVAL, PROFESSIONAL DEVELOPMENT, CUSTODIAL</b>					
OUUSD Indirect (5%)	\$11,905	\$1,190	\$952		
OUUSD ASPO admin, evaluation, and training/technical assistance costs	\$15,578	\$1,558	\$1,246		
Custodial Staffing and Supplies at 3 17409359427633%	\$7,063	\$706	\$665		
<b>TOTAL SITE ALLOCATION</b>	<b>\$215,456</b>	<b>\$21,546</b>	<b>\$17,236</b>		
1120 Academic Liaison REQUIRED	\$2,500	\$0	\$0		\$0
1120 Certificated Teacher - Credit Recovery - English I	\$1,528				
1120 Certificated Teacher - Credit Recovery - Algebra I	\$1,528				
<b>Total certificated</b>	<b>\$5,556</b>	<b>\$0</b>	<b>\$0</b>		<b>\$0</b>
<b>CLASSIFIED PERSONNEL</b>					
2205 Site Coordinator (list here, if district employee)					\$0
2220 SSD	\$9,500				\$0
Work/Internship Readiness Coordinator (list here, if district employee)					
<b>Total classified</b>	<b>\$9,500</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>BENEFITS</b>					
3000's Employee Benefits for Certificated Teachers on Extended Contract (benefits at 24%)	\$1,333	\$0	\$0		
3000's Employee Benefits for Classified Staff on Extra Time/Overtime (benefits at 20%)	\$1,900	\$0	\$0		
3000's Employee Benefits for Salaried Employees (40%)	\$0	\$0	\$0		
3000's Lead Agency benefits (rate: %)					
<b>Total benefits</b>	<b>\$3,233</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>BOOKS AND SUPPLIES</b>					
4310 Supplies (OUUSD only, except for Summer Supplemental)					\$0
4310 Curriculum (OUUSD only)					\$0
5829 Field Trips					\$0
4420 Equipment (OUUSD only)					\$0
Work Internship/College Readiness PLC curriculum					
District professional development on district PD days (Bridging the Bay conference and Youth Work Methods trainings)					
<b>Total books and supplies</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>CONTRACTED SERVICES</b>					
5825 Deputy Director (4hrs x 46 wks x \$40 x 23%)	\$8,595	\$1,351			
5825 Community Programs Manager (40 wks x \$21.83 x 40hrs x 23%)	\$41,000	\$3,952	\$5,226		\$1,822



2014 - 2015 High School After School Program Budget

HIGH SCHOOLS 02-2014												
Site Name:	Fremont High											
Site #:	302											
Average # of students to be served daily (ADA):	140											
		21CCLC Core		21CCLC Equitable Access		21CCLC Family Literacy		Program Fees (if applicable)		Other Lead Agency Funds		
		Resource #124 - Program		Resource #124 - Program		Resource #124 - Program				Lead Agency		
	%	OUSD	Lead Agency	OUSD	Lead Agency	OUSD	Lead Agency	Lead Agency		Lead Agency		
5825	WICR/Internship Program Coordinator (48 wks x \$20.7 x 40 hrs x 23%)		\$42,000		\$5,000						\$1,000	
5825	FLY (First Love Yourself Boys of Color) Project Coach (48 wks x 16.50 x 15 hrs x 17%)		\$13,820									
5825	Parent Coordinator (\$17 x 20hrs x 42 wks x 15%)				\$10,573		\$11,475					
5825	Youth Internship Stipends		\$10,435								\$5,000	
5825	Multi-Media Project Coach (24 hrs x \$19 x 45 x 15%) + 3,000 supplies		\$26,078									
5825	YAT/Restorative Justice Project Coach (24 x \$19 x 45 x 15%) + 3,000 supplies		\$26,078									
5825	Raza/Newcomer Project Coach (E-Team 12 hrs x \$18.50 x 48 x 17%)		\$12,467									
5825	East Bay Consortium (Tutoring)		\$10,000									
5825	Subcontractor: Oakland Community Organizations										\$1,000	
5825	Unity Council - Joven Nobels Latino Boys of Color Group										\$2,000	
	<b>Total Services</b>	\$0	\$190,473	\$0	\$20,876	\$0	\$16,701	\$0	\$0	\$0	\$10,822	
<b>IN-KIND DIRECT SERVICES</b>												
										\$0	\$0	
										\$0	\$0	
										\$0	\$0	
	<b>Total value of in-kind direct services</b>								\$0	\$0	\$0	
<b>LEAD AGENCY ADMINISTRATIVE COSTS</b>												
	Lead Agency admin (4% max of total contracted \$)		\$6,694.27		\$669.43		\$535.54				\$0	
<b>SUBTOTALS</b>												
	<b>Subtotals DIRECT SERVICE</b>	65	\$22,028	\$190,473	\$374	\$20,876	45	\$299	\$16,701	\$0	\$0	\$10,822
	<b>Subtotals Admin/Indirect</b>		\$30,806	\$6,694	\$3,081	\$669		\$2,464	\$536	\$0	\$0	\$0
<b>TOTALS</b>												
	<b>Total budgeted per column</b>		\$52,833	\$197,167	\$3,454	\$21,545		\$2,764	\$17,237	\$0	\$0	\$10,822
	<b>Total BUDGETED</b>	100	\$250,000	100	\$25,000	100	\$20,000	\$0	\$0	\$0	\$10,822	
	<b>BALANCE remaining to allocate</b>		\$0		\$0		\$0					
	<b>TOTAL GRANT AWARD/ALLOCATION TO SITE</b>		\$250,000		\$25,000		\$20,000					

Required Signatures for Budget Approval:

Principal:	
Lead Agency:	

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

**21<sup>st</sup> Century ASSETs After School Program Plan  
High Schools  
2014 – 2015**

**SECTION 1: School Site Information**

School Site:Fremont High	Lead Agency:Alternatives in Action
Principal Signature:	Lead Agency Signature:
After School Site Coordinator Name (if known at this time):Roxanne Isaguirre	Date:

**SECTION 2: After School Alignment with Community School Strategic Site Plan (CSSSP)**  
Mark the following Strategic Priority areas of the school's CSSSP where this after school program is identified as a high leverage strategy.

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



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

1. Every program is responsible for holding and implementing a Community Impact Project by the end of the school year. Through event planning, every participant will learn leadership skills which can be transferred over into different disciplines.
2. The After School Programs will work primarily with the 9<sup>th</sup> grade team in efforts of transitioning freshman into Fremont. With this partnership students will be knowledgeable of Fremont expectations, graduation requirements, partner organizations, health access and opportunities for Family Engagement.
3. Participants will have at least one adult ally on campus to promote their feeling of safety on campus.

### SECTION 3: OUSD Strategic Questions

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

Strategic Questions/Desired Outcomes	Strategic Activities	Outcomes of Strategic Activities	Data used to assess the strategic activities
<i>As a result of our ASP efforts...</i>	<i>What after school strategic activities will support the desired outcomes?</i>	<i>What short-term outcomes will you expect from your efforts by the end of the school year?</i>	<i>What data will be collected to measure these outcomes?</i>
<b>High School Graduation:</b> How many more Oakland children are graduating from high school?	<ul style="list-style-type: none"> <li>• Mentorship services directed to AAM and Latinos who are currently hold the highest dropout rates for our population. First Love Yourself (FLY) Program and Joven Noble.</li> </ul>	<ul style="list-style-type: none"> <li>• We will be able to retain the majority of our AAM and Latinos by the end of their Freshman year. Suspension and DHPs will have decreased.</li> </ul>	<ul style="list-style-type: none"> <li>• Suspension and DHP rates provided by Administration/OUSD</li> <li>• Enrollment data for next school year</li> </ul>

	<ul style="list-style-type: none"> <li>Tutoring services, in partnership with EBC, will also be available for all students.</li> </ul>		
<p><b>Satisfactory School Day Attendance:</b> How many more Oakland children are attending school 95% or more?</p>			
<p><b>Job Skills/Career readiness:</b> How many more students have meaningful internships and/or paying jobs?</p>	<ul style="list-style-type: none"> <li>Internship Prep classes available through partnership with Linked Learning Office</li> <li>Fremont FIRST Mentors</li> </ul>	<ul style="list-style-type: none"> <li>Every Junior will have completed an Internship Prep course either during the school day or after school</li> <li>Every Junior would have participated in an Internship by end of Junior year, including the summer leading to their Senior year.</li> </ul>	<ul style="list-style-type: none"> <li>California Healthy Kids Survey</li> <li>Assessment Survey with Public Profit</li> <li>Meets Internship graduation with requirement with Academy Director</li> </ul>
<p><b>Health and Well-being:</b> How many more Oakland children have access to, and use, the health services they need?</p>			

**SECTION 4: Program Model and Lead Agency Selection**

For 2014-2015, my site will operate the following program model:

**Traditional After School:** *voluntary program open to all students, with enrollment priorities targeting certain students*



**Extended School Day:** *additional class periods added to the bell schedule during after school hours for students of a particular grade and/or all students of the school*

**Blended/Hybrid:** *combination of some extended day and some traditional after school programming*

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

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

**Blended/Hybrid**

Because Fremont is a transitions program, additional classes will be attached to Freshmen's schedule. This is to better serve students and support them during their first year. Sophomores and upper classmen will be able to drop into programs voluntarily. Juniors, however, will primarily be participating in Internships and internship prep which EDP will be supporting. Seniors will work with the CCIC for college applications, FAFSA, etc.

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

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

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

Required # of Program Days your program will operate during School Year 2014-2015:	<b>180 days required*</b>
--	---------------------------

Projected Daily Attendance during School Year 2014-2015:	110
--	-----

**Program Schedule**

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

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



## SECTION 6: Academics

Your site should plan to offer a range of academic supports and MUST include:

1) CAHSEE Prep 2) Credit Recovery 3) Tutoring

*Other possible supports may include computer lab, STEM Programs, Academic Intervention, and project-based learning.*

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

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

	Target Population	Academic Support (choose one)	CSSSP goal(s) or school need supported by activity	Measurable Outcomes	Description of program/activity	Instructional Strategies
1	Sophomores	<input type="checkbox"/> Homework Support <input type="checkbox"/> Tutoring <input type="checkbox"/> Skill Building <input type="checkbox"/> Academic Intervention <input type="checkbox"/> Credit Recovery <input checked="" type="checkbox"/> CAHSEE Prep <input type="checkbox"/> Other	-Support students to meet graduation requirements. -Ensure equitable access to programs.	-We will see a 10% increase of Sophomores passing CAHSEE Math and English	CAHSEE Prep: School day teacher will instruct CAHSEE Prep and review test taking strategies with students. Students will also do practice CAHSEE tests in both Math and English to measure their area of need.	Sophomores are assigned an A or B period for "CAHSEE Prep" for one marking period. Student groups are rotated in/out after six weeks of intensive.
2	Juniors and Seniors	<input type="checkbox"/> Homework Support <input type="checkbox"/> Tutoring <input type="checkbox"/> Skill Building <input type="checkbox"/> Academic Intervention <input checked="" type="checkbox"/> Credit Recovery <input type="checkbox"/> CAHSEE Prep <input type="checkbox"/> Other	-Increase graduation rates of our African American Males and Latinos.	-Students on track to graduate will increase by 20% by end of year, meeting their A-G requirements.	APEX: Teacher will hold APEX after school. Students will be signed up and dropped from program once they have completed class they are making up.	Students will practice critical thinking strategies on their own.
3	Freshmen and Sophomores	<input type="checkbox"/> Homework Support <input checked="" type="checkbox"/> Tutoring <input type="checkbox"/> Skill Building <input type="checkbox"/> Academic Intervention <input type="checkbox"/> Credit Recovery <input type="checkbox"/> CAHSEE Prep <input type="checkbox"/> Other	-Increase graduation rates of our African American Males and Latinos. -Support students to check for understanding in their day classes.	-Freshman and Sophomores who participate in the tutoring center will have above a 2.0	Tutoring Center: Students receive tutoring help from assigned Recovery teachers and hired tutors.	
4	Freshmen	<input checked="" type="checkbox"/> Homework Support <input type="checkbox"/> Tutoring <input type="checkbox"/> Skill Building	-Increase graduation rates of our African American Males and	Participants in the EDP will have above a 2.0.	Study Table: Participants in enrichment programs	-Students will work in groups to complete assignments for



	<input type="checkbox"/> Academic Intervention <input type="checkbox"/> Credit Recovery <input type="checkbox"/> CAHSEE Prep <input type="checkbox"/> Other	Latinos. -Support students to check for understanding in their day classes.		will have 30 minutes of Study table before program begins.	certain subjects(Math English, Science,etc)
5	<input type="checkbox"/> Homework Support <input type="checkbox"/> Tutoring <input type="checkbox"/> Skill Building <input type="checkbox"/> Academic Intervention <input type="checkbox"/> Credit Recovery <input type="checkbox"/> CAHSEE Prep <input type="checkbox"/> Other				

### SECTION 7: CAREER-RELATED ACADEMIC ENRICHMENT & PHYSICAL ACTIVITY / RECREATION

Career-related enrichment activities and physical activity/recreation are required components of the ASES and 21<sup>st</sup> Century grants. Enrichment activities should provide students with the opportunity to develop 21<sup>st</sup> Century Skills, explore career-related fields, and apply learning in a real, hands-on way. Enrichment activities should intentionally and creatively build skills that support students' success in school and in life. Enrichment activities often support Career Pathways, school goals for health and wellness, positive school climate, arts learning, and student engagement.

Type of Enrichment	Rationale	CSSSP goal(s) or school need supported by activity	Brief Description	Targeted Skills	Measurable Outcome
Musical Roots	<input type="checkbox"/> <b>Student Identified</b> <input type="checkbox"/> School Identified <input type="checkbox"/> Parent Identified <input type="checkbox"/> Other (specify)	The Extended Day Program offers activities that complement school day activities, specifically through art and music and that align with the school pathways.	Students will learn the process of producing music and the social context in which music is created. Students will explore popular culture and the history around major pop phenomena's.	<b>X Social &amp; Emotional Learning</b> <b>X Leadership</b> <input type="checkbox"/> Academic (specify) <input type="checkbox"/> Internships/Linked Learning <input type="checkbox"/> 21 <sup>st</sup> Century skills <input type="checkbox"/> Health and Wellness <input type="checkbox"/> Other (specify)	-Raise awareness of how people use music to express identity, culture, and community. -Increase of student use of recording studio -Raise awareness of difference in cultures as a way to build positive environments.
Fremont Beats	<input type="checkbox"/> <b>Student Identified</b> <input type="checkbox"/> School Identified <input type="checkbox"/> Parent Identified <input type="checkbox"/> Other (specify)	The Extended Day Program offers activities that complement school day activities, specifically through art and music and that	Students will learn how to create beats for video games, music videos, and commercials. Through this students will produce music	<b>X Social &amp; Emotional Learning</b> <input type="checkbox"/> Leadership <input type="checkbox"/> Academic (specify) <b>X Internships/Linked Learning</b> <b>X 21<sup>st</sup> Century skills</b>	-Increase in students knowledge of computer software to create music -Increase of student

		align with the school pathways.	tracks to showcase at events.	<input type="checkbox"/> Health and Wellness <input type="checkbox"/> Other (specify)	understanding of mechanics and computer science behind music production
Student Unions	<input type="checkbox"/> <b>Student Identified</b> <input type="checkbox"/> School Identified <input type="checkbox"/> Parent Identified <input type="checkbox"/> Other (specify)	EDP offers students opportunities to explore cultural differences and customs through lessons, cultural events, and multicultural gatherings.	Through project based learning, students will learn cultural history from different ethnic groups on the Fremont campus. In addition to this, students will organize community events.	<input checked="" type="checkbox"/> <b>Social &amp; Emotional Learning</b> <input checked="" type="checkbox"/> <b>Leadership</b> <input type="checkbox"/> Academic (specify) <input type="checkbox"/> Internships/Linked Learning <input type="checkbox"/> 21 <sup>st</sup> Century skills <input type="checkbox"/> Health and Wellness <input type="checkbox"/> Other (specify)	-Increase in cultural awareness -All students will hold a leadership role at least once in program through community impact project presentations/planning -Increase of community participation in programs.
Newcomer Support	<input type="checkbox"/> Student Identified <input type="checkbox"/> <b>School Identified</b> <input type="checkbox"/> Parent Identified <input type="checkbox"/> Other (specify)	10% of the school population is classified as Newcomer and are part of a separate school program. EDP will serve as a vehicle to incorporate them into larger school activities.	Students will explore the education system in the United States as well as discuss what it means to immigrate to this country as a teenager and how to integrate into the community.	<input checked="" type="checkbox"/> <b>Social &amp; Emotional Learning</b> <input type="checkbox"/> Leadership <input type="checkbox"/> Academic (specify) <input type="checkbox"/> Internships/Linked Learning <input type="checkbox"/> 21 <sup>st</sup> Century skills <input type="checkbox"/> Health and Wellness <input type="checkbox"/> Other (specify)	-Increase of newcomers participating in school activities (i.e. student government, e-team, school rallies) --Increase of student knowledge in community resources (through explanation of community mapping).
Youth Voices	<input type="checkbox"/> <b>Student Identified</b> <input type="checkbox"/> School Identified <input type="checkbox"/> Parent Identified <input type="checkbox"/> Other (specify)	The Extended Day Program offers activities that complement school day activities, specifically through art and music and that align with the school	Students will learn about the history of Oakland and what it means to get an education here. Students will explore topics of student engagement,	<input checked="" type="checkbox"/> <b>Social &amp; Emotional Learning</b> <input type="checkbox"/> Leadership <input type="checkbox"/> Academic (specify) <input type="checkbox"/> Internships/Linked Learning <input type="checkbox"/> 21 <sup>st</sup> Century skills <input type="checkbox"/> Health and Wellness <input type="checkbox"/> Other (specify)	--Organized one ethnic studies conference where the youth of this class run at least two workshops in the topics of the class.



		pathways.	multiculturalism, and non-violent activities.		
Internships Readiness	<input type="checkbox"/> Student Identified <input checked="" type="checkbox"/> <b>School Identified</b> <input type="checkbox"/> Parent Identified <input type="checkbox"/> Other (specify)	100% of Fremont graduates would have participated in an internship opportunity by the time they graduate.	Students will learn how to search, apply, and interview for an internship in the field of their choice. All students will prepare a portfolio as they work to be placed in a spring internship.	<input type="checkbox"/> Social & Emotional Learning <input checked="" type="checkbox"/> <b>X Leadership</b> <input type="checkbox"/> Academic (specify) <input checked="" type="checkbox"/> <b>X Internships/Linked Learning</b> <input checked="" type="checkbox"/> <b>X 21<sup>st</sup> Century skills</b> <input type="checkbox"/> Health and Wellness <input type="checkbox"/> Other (specify)	–Complete student directory of internships and placements –100% completion of resumes and cover letters of those participating in class

**SECTION 8: FAMILY ENGAGEMENT / FAMILY LITERACY**

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

Family literacy is a required component of all 21<sup>st</sup> Century after school programs. Family literacy services support the educational goals of adult family members, connect them to resources and services in the community, and increase their ability to support their student's learning and development. All high school programs will fund a Parent Liaison position to support family literacy programming. *The activities listed below must align to your 21<sup>st</sup> Century Family Literacy budget plan.*

Type of Activity	CSSSP goal(s) or school need supported by activity	Brief Description	Measurable Outcome	Alignment with school day family engagement / family literacy efforts or resources
<b>Family Workshops</b>		-Workshops will cover a range of topics based on the needs of the families including graduation requirements, gang awareness, resource guide.	-Families will be connected to an adult on campus -20% increase of family engagement	
<b>Coffee with the Principal</b>		-Held once a month with families and the principal. It is open forum for parents	-20% increase of family engagement	

		discuss issues of concern.		
<b>Parent Leadership Workshops</b>	Increase parent knowledge of school requirements and need through training so they can become agents for their students.	Parents will participate in a series of workshops to increase their knowledge of school jargon. Workshops will be held to discuss transcript analysis, marking period, transition from 8 <sup>th</sup> to 9 <sup>th</sup> and 12 <sup>th</sup> to post high school.	We will see a 10% increase in parents being active in student education, parent/teacher conferences, and attendance in EDP activities.	Standard 1: Parent/Caregiver Education Program— Families are supported with parenting and child rearing skills, understanding child and adolescent development, and setting home conditions that support children as students at each age and grade level. Assist schools in understanding families.
<b>Family Center</b>	Create a space for parents to access school information and get incorporated into school activities.	A Family Center will be open from Monday to Friday to offer information, access to support, and parent opportunities for all Fremont Families.	Increase family participation on campus by %10.	Standard 3: Parent Volunteering Program— Families are actively involved as volunteers and audiences at the school or in other locations to support students and school programs.

**PARENT LIAISON: TBD**

*Describe the anticipated duties of the Parent Liaison in your program. Also identify what supports your school site will provide the Parent Liaison, including training and materials.*

The Parent Liaison at Fremont will be responsible for the Family Center and for ensuring that parents and families are aware of the services the school can provide. The Parent Liaison will coordinate the monthly coffee with the principal and monthly parent



meetings with EDP participants.

### SECTION 9: Chronic Absence Action Plan

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

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

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

Strategies to Support Attendance	Action Steps
a) Recruit and address the needs of students who are at risk of chronic absenteeism.	
b) Inform parents about the importance of attendance and encourage parents to help each other get their students to class.	All EDP instructors will make bi-weekly phone calls to participant parents. Each round of calls will be to a student who needs to improve attendance to school as well as a positive phone call for the student that has increased their attendance. These calls will also deal with the students' academic progress and will give parents an opportunity to answer any questions they might have.
c) Track students with poor program attendance and reach out to find out why and how attendance could be improved.	
d) Celebrate good attendance and/or offer meaningful incentives to attract and reward students for attending our program.	Programmatically we will offer two celebrations for the school year. One at the end of the fall semester and one at the end of the spring semester. At these events,



students will be recognized for their improvement in grades, attendance, and participation. Students who increased their GPA by .5 and their attendance will be rewarded with a gift card as well as be added to the Extended Day Wall of Fame.

### SECTION 10: Transforming School Culture and Climate

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

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

- PBIS (Positive Behavioral Interventions and Support)
- Restorative Justice
- Social and Emotional Learning
- Bullying Prevention
- Other: (please specify) \_\_\_\_\_

b) How will the school and lead agency partner work together to ensure that the after school program is aligned and supporting these efforts, and helping to transform school culture and climate? (ie. Shared professional development, curriculum, coaching, planning meetings, COST meetings, etc.)

- Program Manager will be a part of the COST meetings
- Program Manager and Coordinator will be a part of Fremont's Collaborative Team which consist of other CBO's on site
- Program Manager will be part of Instructional Leadership Team to share out best practices with staff and vice versa
- Program Manager and Coordinator will participate in August training with school day staff.

c) Reducing the disproportionate suspension rates of African American students is a key priority for OUSD. Please describe any special efforts your after school program is taking to support the school engagement, social-emotional well-being, and/or academic success of African American students at your school (ie. Manhood Development circles,



Ethnic Studies curriculum, recognition ceremonies for student accomplishments, Black professionals as role models or mentors, etc.):

- Boys of Color Programs available-First Love Yourself(F.L.Y) targeted for our African American Boys and Joven Noble targeted for our Latinos
- Recognition ceremony at the end of Fall Semester and end of the year for Freshmen
- Academy Awards Ceremony for Upper Classmen at end of the Fall Semester
- Black Student Union

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

<p>The after school Site Coordinator or Director will actively participate in which of the following school group(s), in order to increase alignment between after school and school day efforts?</p>	<ul style="list-style-type: none"> <li>x COST team (Coordination of Services Team)</li> <li><input type="checkbox"/> SST (Student Study Team)</li> <li><input type="checkbox"/> SSC (School Site Council)</li> <li><input type="checkbox"/> ELT (Educational Leadership Team)</li> <li><input type="checkbox"/> PTA</li> <li><input type="checkbox"/> Attendance Team/Workgroup</li> <li>x CSSSP (Community School Strategic Site Planning) team</li> <li>x School Culture/Climate Committee</li> <li><input type="checkbox"/> Other (specify)</li> </ul>
<p>List key community partners whom you will actively collaborate with to accomplish the goals of your program.</p>	<p>Community School Manager, Joven Noble Instructor-Vidal Gonzalez, Administration</p>
<p>List all subcontractors who will be paid to deliver after school services.</p>	<p>Spanish Speaking Foundation              East Bay Consortium</p>
<p>Identify other service providers and support personnel at your school (ie. School psychologist, School Based Health Center staff, counselor, mental health therapist, school nurse, parent liaison, etc.) whom you will actively</p>	<ul style="list-style-type: none"> <li>• La Clinica Staff</li> <li>• Family Liaison</li> <li>• Teacher Liaison</li> <li>• School Social Worker</li> </ul>

collaborate with to accomplish the goals of your program.

- School Counselor

### **Section 12: Equitable Access:**

The intent of Equitable Access funding is to provide targeted supports for special populations of students who may face challenges and barriers to program participation. Examples of allowable use of Equitable Access funds include:

- additional academic interventions/supports to struggling students (ie. English Language Learners, students with special needs, etc.)
- mental health support services that enable students to fully participate in the after school program
- translation services, bus tickets, and other supports that make it possible for students to participate in program

How will your 21<sup>st</sup> Century program support equitable access in your program? Which population(s) of students in your program will receive extra support through the Equitable Access supplemental grant? Please describe your planned use of Equitable Access funds. ***Your plans must align with your Equitable Access budget.***

- English Language Learners: will be supported through NEST tutoring and Newcomer Leadership program. ELLs will have a rotating tutoring day with their teachers after school to sharpen their English skills. Newcomer Leadership will be focused on their needs and allow them leadership opportunities.



### 2014-15 After School Enrollment Policy for Fremont High School

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

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

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

Target Population(s)	Specific Data to Inform Selection of Program Participants	(High School Only) Indicate if participation is <i>Optional</i> or <i>Mandatory</i> for each target population
Freshmen	50% of freshmen transfer out of Fremont by Sophomore year. They are targeted to support their needs as they transition into high school and to help retain them into their Sophomore year.	Mandatory
African American Males	50% of African American Males will not reach graduation	Optional
English Language Learners	ELLs make up 20% of our student population	Optional

Grade levels prioritized for programming: 9th

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

**Additional Notes:**

- Successful after school programs are heterogeneous and include several target populations.
- Sites cannot simply utilize a first come-first serve process for enrolling students; sites should establish priorities for participation.
- Programs are intended to help close the achievement gap by serving a variety of students with academic and other needs.

- In alignment with OUSD's strategic goal to reduce chronic absenteeism, programs should consider targeting students at risk of chronic absenteeism, as determined by individual attendance rates between 90 – 95% during the current school year. (Programs should collaborate with school site leadership to obtain student attendance data.)
- Program must enroll adequate numbers of students to meet CDE attendance targets.

**Enrollment Process and Timeline:** Summarize your enrollment timeline below. Describe ongoing program outreach and recruitment efforts, beginning in Spring 2013.

<b>Timeline</b>	<b>After School Enrollment Steps/Process</b>	<b>Individual(s) responsible</b>
<b>April-June</b>	Middle School Outreach: Family BBQ, Middle School Visits, Middle Students visit Fremont for one day of program, one event, and one sports event	Program Coordinator and Fremont FIRST Mentors
<b>June-July</b>	Summer Bridge for Rising 9 <sup>th</sup> Graders	Program Manager and Coordinator
<b>August</b>	After School Enrollment for students during registration	Program Manager
<b>August 2014</b>	9 <sup>th</sup> and 10 <sup>th</sup> Grade Orientation/selection of programs	EDP Team
<b>September 2014</b>	Beginning of Regular Program and Participation	EDP Team
<b>December 2014</b>	Winter Exhibition	EDP Team
<b>January 2015</b>	Celebration of Fall Completion	EDP/School Staff
<b>February 2015</b>	Spring Outreach Campaign	EDP Staff

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

- May – June: Early outreach and recruitment for 2014-15 school year program.
- August – September: New school year enrollment of students for remaining program slots.
- After school programs begin on 1<sup>st</sup> Day of school.
- Parents are notified about their student's participation in program at beginning of school year (specify date).
- All programs must maintain waitlists after program slots are filled.

**School Support for Program Recruitment**



Describe how the school will support after school program recruitment efforts. Specify how school staff will help promote the after school program, refer students, and communicate with families about program opportunities:

- 9<sup>th</sup> Grade House will help support and check in with their advisory class to ensure they are participating in an EDP program.
- COST will refer students to programs which will benefit their needs for mentors, support.
- Teachers will refer students to tutoring program

Principal Signature:



Lead Agency Signature:

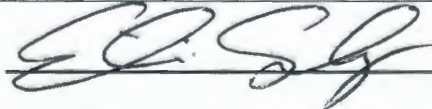


### 2014-15 Assurances for Grant Compliance and After School Alignment with School Day

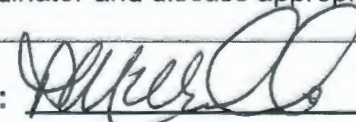
Principal and Lead Agency representative will review and discuss each assurance below, and initial next to each item to signify agreement. Attached separately are the following documents referenced below: 1) Grant Assurances signed by OUSD Superintendent, 2) After School MOU template, and 3) Quality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

Principal initials	Lead Agency initials	2014 – 15 Assurances for Grant Compliance and After School Alignment with School Day
ES	AM	Site Administrator and Lead Agency Director/Site Coordinator have reviewed the CA Dept of Education's ASES and/or 21 <sup>st</sup> Century Grant Assurances, and understand mandated grant compliance elements.
ES	AM	Site Administrator and Lead Agency Director have reviewed the Lead Agency After School MOU together, and agree to the requirements outlined in the MOU for the lead agency partner.
ES	AM	Site Administrator will meet regularly with Site Coordinator to ensure program is meeting identified goals.
ES	AM	Site will share student outcome data to better refine program (Attendance data, test scores, Report Cards, IEP's, etc).
ES	AM	The principal and lead agency partner have reviewed and discussed the Quality Support Coach key responsibilities. Both Principal and lead agency partner understand that this role is critical for strengthening staff practices and the quality of the after school program. Site will identify a certificated, qualified individual to serve as the program's Quality Support Coach and to fulfill all responsibilities outlined in the role description.
ES	AM	Site will invite Site Coordinator and appropriate after school staff to participate in school day meetings and professional development opportunities, in order to ensure consistency in standards of teaching and learning and positive school climate.
ES	AM	Site will invite Site Coordinator to participate on SSC, COST, SST, and/or CSSSP teams to ensure coordination of services.
ES	AM	Site will coordinate the use of facilities and site level resources in support of program goals.
ES	AM	Site will provide Site Coordinator with office space that includes access to internet and phone.
ES	AM	Site Administrator will share the School Site Safety Plan with the Site Coordinator and discuss appropriate policies and procedures to ensure safety during the after school hours.

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



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





### Quality Support Coach (formerly called “Academic Liaison”)

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

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

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

#### Quality Support Coaching Planning

a) Please identify who will fulfill the Quality Support Coach role for 2014-15:

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

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

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

school. Please mark:

My school needs support in finding an individual who can effectively fulfill the role of Quality Support Coach.

Yes  No

**Teachers on Extended Contract for Direct Service**

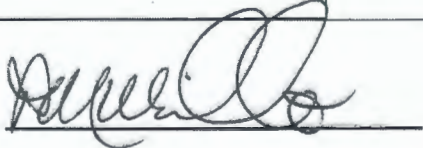
In addition to a Quality Support Coach, some schools choose to have teachers on extended contract to provide direct service to students after school, such as after school intervention, support with programs like Achieve 3000 or Fast Forward, and academic enrichment.

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

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

List after school classes/activities that will be facilitated by teachers on extended contract	Anticipated hours/week for teacher on extended contract
Math Tutoring	2 hrs/wk
English Tutoring	2 hrs/wk
CAHSEE Prep	4 hrs/ wk

Principal Signature: 

Lead Agency Signature: 



### After School Safety and Emergency Planning for 2014-15

#### After School Safety and Emergency Planning

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

Yes    No

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

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

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

Yes    No

#### Facility Keys

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

Yes    No

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

#### SSO Staffing: (check one)

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

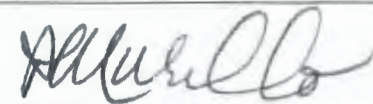
Site will pay Extra time/Over time (ET/OT) to accommodate an after school SSO.

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

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



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



### Professional Development and Staff Wellness

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

- a) Programs are allowed up to three days of program closure during the school year to offer staff professional development. Please indicate which three days (if any) your program plans to close this year for PD:
- b) What professional development, coaching, and training supports will be provided by the lead agency partner?
- c) What professional development opportunities will be provided by the school site?
- d) ASPO professional development will consist of the mandatory August Institute (week of Aug. 4-8), mandatory monthly site coordinator meetings (2 hrs/month), Youth Work Methods trainings (4 hours in October during non-student day), the annual Bridging the Bay after school conference, and various professional learning communities (time commitment varies). Please mark:

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

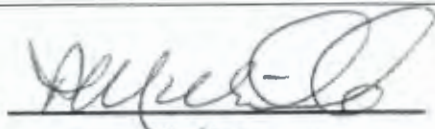
### Staff Wellness

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

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



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







**RELEASE OF LIABILITY**

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

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

**STUDENT RELEASE**

As parent/guardian, I understand that the After School Program will begin immediately after school is out and will end by 6:00 p.m.

I give the After School Program staff permission to release my child from the after school program without supervision. I understand that my high school-age child will sign himself/herself out of program, and will be released on his/her own.

I understand that my high school-age child may sign himself/herself out from the After School program and be released prior to 6:00 pm.

As parent/guardian, I hereby release and discharge the Oakland Unified School District and its officers, employees, agents and volunteers from all claims for injury, illness, death, loss or damage as a result of my child's release from the After School Program without supervision.

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

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

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

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



**PHOTO/VIDEO RELEASE**

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

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

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

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





Exhibit E

EAST BAY REGIONAL PARK DISTRICT

WAIVER AND RELEASE OF LIABILITY AND INDEMNITY AGREEMENT

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

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

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

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

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

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

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

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

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

EBRPD Waiver - Swim Use  
Rev. 3/09



Exhibit F

OAKLAND UNIFIED SCHOOL DISTRICT

Community Schools, Thriving Students

INVOICING AND STAFF QUALIFICATIONS FORM 2014-15

Basic Directions

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

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

Agency Information

Table with 4 columns: Agency Name, Billing Period, Agency's Contact Person, Contact Phone #

Main qualification table with 4 columns: Employee, Agent, or Subcontractor Name; ATI #; Current TB Clearance Documentation on File; IA Requirement Documentation on File



Exhibit G (1)



OAKLAND UNIFIED  
SCHOOL DISTRICT

Community Schools, Thriving Students

**PROCEDURE FOR INVOICING**

**Oakland Unified School District  
Comprehensive After School Programs 2014-2015**

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

- ◆ All 21<sup>st</sup> Century and/or ASES invoices must be submitted to the OUSD After School Programs Office in order to be processed and paid. We are located at 746 Grand Ave, Lakeview Campus, Room 3..
- ◆ All invoices must be generated on your organization's letterhead. This applies to both agency and individual contractors.
- ◆ To maintain invoicing consistency so that all necessary information is included, please use the attached invoicing format. Simply cut and paste the format onto your organization's letterhead. Please utilize the sample invoice as a guide. All of the information in the top section of the invoice template **MUST** be completed in order to process for payment. Also, in the body of the template, a detailed breakdown of charges must be provided, including number of hours worked and hourly rate. **Failure to fully complete an invoice according to these specifications may result in a delay of payment.**
- ◆ All invoices should cover only one calendar month, i.e. the 1<sup>st</sup> through the 30<sup>th</sup> or 31<sup>st</sup>.
- ◆ Contractor, Agency, Site Coordinator, and Principal signatures must be secured prior to submission of invoices to the After School Programs Office. All of these signatures must be originals.
- ◆ Invoices for the month are generally due in the After School Programs Office by 5:00 p.m. on the 10<sup>th</sup> of the following month. This is not a steadfast rule; for example, the invoice for September 1-30<sup>th</sup> is due in our office on the 11<sup>th</sup> of October (the 10<sup>th</sup> is a Sunday). **Invoices that are submitted after the due dates listed below will be processed the following monthly invoicing period.**

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

<b>Invoices due to our office by 5:00 pm on:</b>	<b>Accounts Payable checks to be mailed on:</b>
August 8, 2014	August 23, 2014
September 10, 2014	September 25, 2014
October 10, 2014	October 25, 2014
November 10, 2014	November 22, 2014
December 10, 2014	December 23, 2014
January 9, 2015	January 25, 2015
February 10, 2015	February 26, 2015
March 10, 2015	March 26, 2015
April 10, 2015	April 25, 2015
May 8, 2015	May 23, 2015
June 10, 2015 for May invoices	June 26, 2015
June 12, 2015 for Final Billing	TBD

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

Exhibit G (2)



OAKLAND UNIFIED  
SCHOOL DISTRICT

Community Schools, Thriving Students

**PROCEDURES FOR PAID INSERVICE/EXTENDED CONTRACTS AND TIME SHEETS  
OUSD CERTIFICATED TEACHERS 2014-2015**

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

Paying OUSD Certificated Employees (Teachers)

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

Paid Inservice/Extended Contract Timesheets Due to After School Programs Office on the following anticipated dates:	OUSD Anticipated Payroll Issue Dates ***Please note: Allow 45 days processing time for the first submission. Future submissions take approximately 2 weeks .***
September 30, 2014	October 15, 2014
October 31, 2014	November 14, 2014
November 21, 2014	December 15, 2014
December 19, 2014	January 15, 2015
January 29, 2015	February 13, 2015
February 27, 2015	March 13, 2015
March 30, 2015	April 15, 2015
April 30, 2015	May 15, 2015
May 29, 2015	June 15, 2015
June 11, 2015	June 30, 2015

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



Exhibit G (3)



OAKLAND UNIFIED  
SCHOOL DISTRICT

Community Schools, Thriving Students

**PROCEDURES FOR EXTENDED TIME AND/OR OVERTIME FORMS (ET/OT)  
FOR OUSD CLASSIFIED EMPLOYEES 2014-2015**

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

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

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

ET/OT Forms Due to After School Programs Office on the following anticipated dates:	OUSD Anticipated Payroll Issue Dates
September 15, 2014	September 30, 2014
September 30, 2014	October 15, 2014
October 15, 2014	October 30, 2014
October 31, 2014	November 14, 2014
November 14, 2014	November 26, 2014
November 21, 2014	December 15, 2014
December 15, 2014	December 30, 2014
December 19, 2014	January 15, 2015
January 15, 2015	January 29, 2015
January 29, 2015	February 13, 2015
February 13, 2015	February 27, 2015
February 27, 2015	March 13, 2015
March 13, 2015	March 30, 2015
March 30, 2015	April 15, 2015
April 15, 2015	April 30, 2015
April 30, 2015	May 15, 2015
May 15, 2015	May 29, 2015
May 29, 2015	June 15, 2015
June 11, 2015	June 30, 2015

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

Exhibit H

CERTIFICATES OF INSURANCE AND ADDITIONAL INSURED ENDORSEMENT

**INSERT HERE**





Exhibit I

**STATEMENT OF QUALIFICATIONS**

**INSERT HERE**



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## **Alternatives in Action**

WHERE YOUTH CHOOSE TO LEAD

Founded in 1994, Alternatives in Action is a non-profit which works with East Bay youth who have leadership potential and prepares them for college, career and community involvement. Through this work, Alternatives in Action envisions generations of young adults inspired and prepared to take meaningful action that positively transforms their lives and their communities. Alternatives in Action makes this vision come alive through a range of programs, including its charter high school, The Bay Area School of Enterprise, its Home Sweet Home Preschool that also provides career training for high school youth, and comprehensive school initiatives at three sites, McClymonds High School in West Oakland, Life Academy in East Oakland, and the Bay Area School of Enterprise in West Alameda. In total, Alternatives in Action develops the leadership potential and provides school-linked services to over 600 youth, with another 500 children and youth benefiting from the community-based projects and events created by Alternatives in Action youth.

Alternatives in Action Central Office & West Alameda Programs 1900 Third Street Alameda, CA 94501 Tel. 510.748.4314 Fax 510.748.4326  
Alternatives in Action at McClymonds High School 2807 Myrtle Street Oakland, CA 94607 Tel. 510.879.8056  
Alternatives in Action at Life Academy 2101 35th Avenue Oakland, CA 94601 Tel. 510.535.7138

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**Alternatives in Action**  
WHERE YOUTH CHOOSE TO LEAD

August 13, 2014

Julia Ma  
Coordinator, After School Programs  
Oakland Unified School District  
746 Grand Ave  
Oakland, CA 94610

To Whom It May Concern:

Alternatives in Action verifies that all employees, volunteers, and agents working in OUSD after school programs will have fingerprint clearance through the Dept. of Justice and FBI, and will also have TB clearance before they begin work on OUSD school sites.

Sincerely,

Patricia Murillo  
Executive Director

Alternatives in Action Central Office 3666 Grand Avenue, Suite A, Oakland CA 94610 Tel 510.285.6290 Fax 510.285.6294  
Alternatives in Action High School 6221 E. 17<sup>th</sup> Street, Oakland CA 94621 Tel 510.748.4314 Fax 510.748.4326  
Alternatives in Action at McClymonds High School 2607 Myrtle Street, Oakland CA 94607 Tel 510.874.3787  
Alternatives in Action at Life Academy 2101 35<sup>th</sup> Avenue, Oakland CA 94601 Tel. 510.535.7138  
Alternatives in Action at Fremont High School 4610 Foothill Boulevard, Oakland CA 94601 Tel. 510.434.2020 ext. 133



**SAM Search Results**  
**List of records matching your search for :**

**Search Term : Alternatives\* In Action\***  
**Record Status: Active**

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