Board Office Use: Le	gislative File Info.
File ID Number	13-1768
Introduction Date	8-28-13
Enactment Number	13-1760 ,
Enactment Date	8-28-134



Community Schools, Thriving Students

Memo

To

Board of Education

From

Gary Yee Ed.D., Superintendent

By: Maria Santos, Deputy Superintendent, Instruction, Leadership &

Equity-in-Action

Vernon Hal, Deputy Superintendent, Business & Operations

Board Meeting Date (To be completed by

Procurement)

August 28, 2013

Subject

Memorandum of Understanding - Ujimaa Foundation (contractor) -

105/Burckhalter Elementary School (site/department)

Action Requested

Approval of Memorandum of Understanding between Oakland Unified School District and Ujimaa Foundation. Services to be primarily provided to Burckhalter Elementary School.

Background

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

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

Discussion One paragraph summary of the scope of work. Approval by the Board of Education of a Memorandum of Understanding between Oakland Unified School District and Ujimaa Foundation, 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 Burckhalter Elementary School comprehensive After School Program in the capacity of the After School Education and Safety (ASES) Grant for the period of July 1, 2013 through August 29, 2014, in the amount of \$89,450.00.

Recommendation

Approval of Memorandum of Understanding between Oakland Unified School District and Ujimaa Foundation. Services to be primarily provided to 105/Burckhalter Elementary School for the period of July 1, 2013 through August 29, 2014.

Fiscal Impact

Funding resource name (please spell out) 6010/After School Education and Safety (ASES) Grant in an amount not to exceed \$89,450.00.

Attachments

- · Memorandum of Understanding
- · Certificate of Insurance
- Scope of Work
- Statement of qualifications

Print Form

Memorandum of Understanding 2013 – 2014 Between Oakland Unified School District and

Ujimaa Foundation

	("OUSD") intent to contract with
	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
	 After School Education and Safety Program ("ASESP") California Department of Education ("CDE") 21st Century Community Learning Center (21st CCLC)
	 Oakland Fund for Children and Youth - This MOU will also outline services provided on OUSD school grounds through the Oakland Fund for Children and Youth ("OFCY") After-School Initiative funds that shall be utilized as matching funds to CDE ASESP and 21st CCLC funds. Private grants
2.	Term of MOU. The term of this MOU shall be July 1, 2013 to August 29, 2014 and may be extended by written agreement of both parties.
3.	Termination. OUSD may at any time terminate this MOU for any or no reason upon not less than five (5) days written notice to AGENCY. OUSD shall compensate AGENCY for services satisfactorily provided through the date of termination. In addition, OUSD may terminate this MOU for cause should AGENCY fail to perform any part of this MOU. In the event of termination for cause, OUSD may secure the required services from another contractor. If OUSD's cost of procuring services from another contractor exceeds the cost of providing the services pursuant to this MOU, AGENCY shall pay the additional cost.
4.	Compensation. The ASESP and 21st CCLC grant award amount for 105/Burckhalter Elementary School is \$89,450.00 . AGENCY shall be entitled to compensation from these funds in accordance with the following terms and conditions:
	4.1. Total Compensation. Subject to the provisions of 4.2 Positive Attendance and the provisions of 4.3 Administrative Fee, AGENCY shall receive the amount of the grant award less OUSD's administrative fees and other site costs agreed to by the Site Administrator and AGENCY.
	4.2. Positive Attendance. Payment for services rendered related to the ASESP and 21st CCLC grants shall be based on actual student attendance rates (\$7.50 a day per student), not estimates, as those programs are "positive attendance based." OUSD reserves the right to modify the annual core allocation based on reported attendance. In the event that payments made to AGENCY exceed the reported attendance for the Core grant, the AGENCY will return payments to OUSD at the rate of \$7.50 a day per student. Documentation of attendance must be submitted through the OUSD/OFCY attendance systems in order for invoices for payment of services for the ASESP and 21st CCLC grants to be processed. Exhibit A (Attendance Reporting Schedule 2013-2014")
	4.2.1. Reconciliation Process for Positive Attendance Based Grant Funds. OUSD will adjust the payment of the "positive attendance based" grants based on quarterly review of monthly invoices and attendance for services rendered related to the ASESP, 21ST CCLC (Core Grant) for any adjustments resulting from the reconciliation of the attendance reports for that quarter's months. The attendance reconciliation process will assess the program's
	After School MOLL 2013-2014, Page 1 of 29

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 ASESP and 21st Century grant awards for central indirect, administrative, custodial, evaluation, and direct service training and technical assistance.
- 4.4. AGENCY Administrative Fees. AGENCY understands and agrees that it may not charge more than 4% of the total contract amount as administrative fees and that its administrative fees must be set at an appropriate dollar amount to keep the ASESP and 21st Century grants within the grant-mandated allowable 15% for total indirect/administrative costs. The agency administrative fees charged to the ASESP and 21st CCLC grants must be used for direct administrative costs and cannot be used for agency indirect costs. Direct administrative costs consist of expenditures for administrative activities that provide a direct benefit to the ASESP and 21st CCLC programs. Indirect costs consist of expenditures for administrative activities that are necessary for the general operation of the agency, but that cannot be tied to the ASESP and 21st CCLC programs.
- 4.5. Program Budget. Due to result-based budgeting, the grant will remain as part of the site budget. Funds will be encumbered from the site budget on behalf of AGENCY for the school year 2013-2014 and will not exceed \$89,450.00 in accordance with Exhibit B ("ASESP/21st CCLC Planning Tool/Comprehensive After School Program Budget for AGENCY 2013-14").
- 4.6. Modifications to Budget. Any modifications to the approved grant budget must be approved by OUSD, AGENCY, and CDE before expenditures of funds for modified line items are authorized. Except as expressly set forth herein, OUSD shall not be liable to AGENCY for any costs or expenses paid or incurred by AGENCY in performing services for OUSD. The granting of any payment by OUSD, or the receipt thereof by AGENCY, shall in no way lessen the liability of AGENCY to correct unsatisfactory work, although the unsatisfactory character of that work may not have been apparent or detected at the time a payment was made. Work, which does not conform to the requirements of this Agreement, may be rejected by OUSD and in that case must be replaced by AGENCY without delay.
- 4.7. Program Fees. The intent of the ASESP and 21st CCLC programs is to establish local programs that offer academic assistance and enrichment for students in need of such services regardless of their ability to pay. Though it is not against the rules to charge fees for participation in programs, the CA Department of Education discourages it because it could exclude students in need from attending and taking advantage of the after school program. Fees should not create a barrier to participation in the after school program. After school services must be equally accessible to all students targeted for services regardless of their ability to pay. Programs that propose to charge fees may not prohibit any family from participating based on their inability to pay and must offer a sliding scale of fees and scholarships for those who could not otherwise afford to participate. Any income collected from fees must be used to fund program activities specified in the grant application. AGENCY shall do full accounting of fees collected, and documentation shall be kept for 5 years for auditing purposes. If AGENCY decides to charge fees, this decision shall be made collaboratively with the Site Administrator, and AGENCY shall work collaboratively with the Site

Administrator and parent leaders to develop an appropriate program fee structure for the school community. AGENCY shall provide the OUSD After School Programs Office with written documentation of the program fee structure prior to charging any program fees, and shall provide OUSD with additional documentation upon request, to ensure grant compliance.

- 5. Scope of Work. AGENCY will serve as lead agency at 105/Burckhalter Elementary School , will be responsible for operations and management of the ASESP, 21st CCLC, OFCY, and private grants contracted to AGENCY by OUSD for fiscal year 2013-2014. This shall include the following required activities:
 - 5.1. Student Outcomes. AGENCY shall achieve the student outcomes as described in the grant application narrative and articulated in documents from the program evaluation team. AGENCY agrees to develop school specific outcomes, as defined in partnership with the principal. AGENCY recognizes that the principal is the chief decision maker for after school and summer programs, and ensures that school site objectives are met.
 - 5.1.1. Alignment with Community School Strategic Site Plan (CSSSP). AGENCY will ensure the after school program aligns with OUSD and 105/Burckhalter Elementary School and objectives to ensure the success of students as articulated in the Community School Strategic Site Plan (CSSSP). AGENCY will work in partnership with the school principal to ensure that the program components are aligned with and complement OUSD standards and school site curriculum.
 - 5.2. Oversight. AGENCY will provide oversight, fiscal management, payroll services, technical assistance, and facilitation of collaboration with other service providers. Agency must ensure compliance with ASESP and 21st CCLC funding guideline requirements and follow OUSD after school policies and procedures. This includes compliance with OUSD staffing requirements and policies including No Child Left Behind and other legislative mandates.
 - 5.3. Enrollment. AGENCY will enroll K through 5th grade students at 105/Burckhalter Elementary School , to serve sufficient number of students and run services for a sufficient number of days to earn the full core grant allocation of funding.

5.4. Program Requirements

- **5.4.1. Program Hours.** The program shall be offered Monday through Friday, every regular school day annually, commencing immediately upon the conclusion of the regular school day, operating a minimum of 15 hours/week, and until 6:00 pm daily. Instructional activities must include a balance of both academic and enrichment/recreation components.
- 5.4.2. Program Days. The program shall be offered a minimum of 177 180 days during the 2013 2014 school year. AGENCY will close the ASESP and 21st CCLC program no more than a maximum of 3 days in the 2013-14 school year for staff professional development, as permitted by Education Code. Programs that receive 21st CCLC Supplemental grant funds or private funding for summer shall additionally operate a sufficient number of days and hours in the summer, on weekends, and during intercession in the manner prescribed by the grant legislation and/or funder, in order to meet attendance goals required by the CA Department of Education and/or the funder.
- 5.4.3. Program Components. AGENCY agrees to provide programming that supports the guidelines as outlined in the ASESP and 21st CCLC grants for students at 105/Burckhalter Elementary School . AGENCY acknowledges and agrees to provide programming consistent with grant guidelines including, but not limited to:

- Educational and Literacy. An educational and literacy element that must provide tutoring and/or homework assistance designed to help students meet state standards in one or more of the following core academic subjects: reading/language arts, mathematics, history and social studies, or science. A broad range of activities may be implemented based on local student needs and interests.
- Enrichment. The enrichment element must offer an array of additional services, programs and activities that reinforce and complement the school's academic program. Enrichment may include but is not limited to arts, youth development, leadership, recreation, sports, music, career awareness, college interest, service learning and other youth development activities based upon student needs and interests. All programs must offer both enrichment and recreation/physical fitness activities as core components of the after school program and summer program.
- Family Literacy Services. In all programs receiving 21st CCLC grant funds, AGENCY shall
 assess the need for family literacy services among adult family members of the students to
 be served by the program. All programs will, at a minimum, either refer families to existing
 services or coordinate with local service providers to deliver literacy and educational
 development services.
- Supplemental and Summer Services. In all programs receiving 21st CCLC Supplemental
 grant funds or private funding for summer, AGENCY will provide educational and enrichment
 programming in the summer, on weekends, and/or during intercessions. A broad range of
 activities may be implemented based on local student needs and interests, and district
 guidelines for summer programming.
- **5.4.4.** Staff Ratio. The staff to youth ratio shall not exceed 1:20, with no more than 20 youth for each qualified, adult staff supervisor.
- 5.5. Data Collection. AGENCY will work with OUSD to collect and analyze data on student enrollment, student attendance, student academic performance, student satisfaction, and parent satisfaction. This includes, but is not limited to:
 - **5.5.1. Accountability Reports.** Providing OUSD with the following set of program accountability reports:
 - Financial reports
 - Activity reports
 - Outcomes reports: behavioral and academic
 - 5.5.2. Attendance Reports. Providing OUSD with attendance reports using the OUSD/OFCY attendance systems and maintaining required attendance records utilizing the OUSD/OFCY attendance systems, including completion of mandatory monthly reports. Original written documentation of all daily attendance records, including all daily sign in/out sheets, will be maintained by Agency for 5 years for auditing purposes.
 - 5.5.3. Use of Enrollment Packet. AGENCY will use OUSD After School Program Parent Permission and Student Information enrollment packet, including early release waiver, for all after school participants. (Exhibit C) AGENCY will seek approval from the OUSD After School Programs Office for any modifications to the OUSD enrollment packet, in advance of distribution.
- 5.6. Maintain Clean, Safe and Secure Environment. Maintaining clean, safe, and secure program environments for staff and students in conjunction with OUSD guidelines. AGENCY, as they view necessary, will initiate and establish additional cleanliness, safety, and security policies and protocol sufficient to ensure staff, student and family member safety.
- 5.7. Meeting Participation. AGENCY will participate in technical assistance, training, orientation, monthly meetings and other support and resource development activities provided by OUSD and

collaborative partners in conducting program planning, implementation, and evaluation. These include required regular meetings with the school principal or other identified designee to ensure collaboration with the school vision. AGENCY staff will participate in meetings facilitated by the OUSD After School Programs Office to address program quality, program improvement and general troubleshooting.

- **5.8. Relationships.** AGENCY will maintain six essential collaborative relationships to ensure partnerships towards effective program implementation:
 - Administration, faculty, and staff of 105/Burckhalter Elementary School
 - OUSD After School Programs Office
 - OUSD central administration departments
 - Parents/Guardians
 - Youth
 - Community organizations and public agencies
- **5.9.** Licenses. AGENCY shall obtain and keep in force all licenses, permits, and certificates necessary for the performance of this Agreement.
- 6. Field Trip Policy. FIELD TRIPS, OFF SITE EVENTS AND OFF SITE ACTIVITIES:
 - AGENCY shall provide each Site Administrator and the OUSD After School Programs Office
 with a schedule of all after school program field trips and/or off site events and/or off site
 activities by the first day of each semester, and a schedule of all summer field trips and/or off
 site events and activities by the first day of the summer program, if AGENCY is providing
 summer services (Exhibit D)
 - AGENCY hereby certifies that after school and summer program staff and/or subcontractors will
 comply with the following procedures for all field trips, off site events and off site activities:
 - **6.1.** Licenses Permission Slips/Acknowledgement. Field trip/excursion permission slip must be signed by parent(s)/guardian(s) of all student participants and an acknowledgement must be signed by all adult chaperones both of which shall include the following information:
 - **6.1.1.** a full description of the trip and scheduled activities
 - **6.1.2.** student/adult participant health information
 - 6.1.3. "Notice of Waiver of All Claims: Education Code § 35330 provides that all persons making a field trip or excursion shall be deemed to have waived all claims against any school district, charter school, or the State of California for injury, accident, illness or death occurring during or by reason of the field trip or excursion, regardless of who holds the claims. If the field trip or excursion to which this permission slip applies is out-of-state, I hereby knowingly waive all of my and my daughter's/son's/ward's claims against any school district, charter school, and/or the State of California for injury, accident, illness or death occurring during or by reason of the out-of state field trip or excursion."
 - **6.2.** After school and summer program staff or subcontractors leading trip must have a written list of students attending trip.
 - 6.3. No student shall be prevented from making a trip due to lack of sufficient funds.
 - 6.4. After school and summer program staff or subcontractors leading trip shall have a sufficient first aid kit in his or her possession or immediately available. If the trip is conducted in areas known to be infested with poisonous snakes, this first aid kit shall contain medically accepted snakebite remedies.

After School MOU	2013-2014,	Page 5 of	29
------------------	------------	-----------	----

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

6.6. Supervision

- 6.6.1. AGENCY Executive Director must review and approve supervision plan.
- **6.6.2.** Trip as structured is appropriate to age, grade level and course of study.
- 6.6.3. Chaperones are all AGENCY employees or subcontractors, parent(s)/guardian(s), or other authorized chaperones and are 21 or older. After School and Summer Program Coordinators and lead trip staff are satisfied that all chaperones are willing and able to perform required duites, including understanding and implementing instructions, understanding health information for students in their group, and responding effectively in the event of an emergency. Trip attendees shall be limited to assigned school or early childhood education or after school program staff, students and authorized chaperones. Guests, including but not limited to friends and other family members, are strictly prohibited absent prior written approval of the after school program coordinator or AGENCY executive director. Before the trip, after school 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).
- ensure compliance with all state laws and may transport by the use of its own equipment, contract to provide transportation or arrange transportation by the use of other equipment to enrolled after school and summer participants provided that: (A) parent/guardians' written permission has been obtained in advance; (B) After School Program Coordinator and/or Summer Program Coordinator has confirmed that: transportation arrangements are safe and appropriate; (C) all drivers have valid California driver's license; (D) all drivers have received fingerprint clearance; (E) provided that such transport is covered under driver or registered owner's personal automobile insurance or AGENCY automobile liability insurance policy for at least \$100,000 per individual and \$300,000 per occurrence for liability for bodily injury; and \$50,000 per occurrence for liability for property damage; (F) all drivers and registered owners of private or rented vehicles used shall complete and sign declaration of driver forms assuring that: (i) the driver is at least 21 years of age and holds a current valid California driver's license; (ii) the driver has not been convicted of reckless driving or driving under the influence of drugs or alcohol within the past five years; and (iii) the driver provides proof

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

- **6.8.** AGENCY must have reasonable confirmation that all organizations involved in the trip have demonstrated expertise and exhibit reasonably safe and reputable operating procedures and business practices appropriate to student trips.
- **6.9.** Vendor is licensed to provide all proposed activities.
- **6.10.** Voluntary Student Accident Insurance must be <u>made available</u> for purchase (required for all trips). All student participants on higher risk activities (e.g. swimming, snow trips, horseback riding, sailing, rafting, etc) must be covered by medical or accident insurance.
 - **6.10.1.** Parents/guardians must be informed that there is no District insurance for the trip;
 - **6.10.2.** Program fees must include coverage for accidents or injuries to participants by an insurance carrier authorized to do business in California.

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

6.11.1. Definition of High Risk Activities

- **6.11.1.1.** Because of concerns about the risk to student safety, the after school program coordinator shall not permit the following activities on campus or during AGENCY sponsored after school or summer program trips, events and activities unless the activity is properly supervised, students wear protective gear as appropriate, and each participant has insurance coverage:
 - Amusement Parks
 - Interscholastic Athletic Activities
 - Bicycle riding
 - Circus Arts
 - Hiking (Moderate to rigorous terrain or length) vs short nature "walks"
 - Hang gliding
 - Horseback riding
 - Ice Skating
 - In-line or Roller Skating
 - Rock climbing, climbing walls
 - Skateboarding or use of non-motorized scooters
 - Snow sports of any kind
 - · Trampoline; Jumpers
 - Motorcycling
 - Rodeo
 - Target Shooting
 - Water Activities including but not limited to: swimming, snorkeling, scuba diving, sailing, boating, kayaking, river rafting, water slides, water skiing etc.
 - Outdoor active, experiential programs (Ropes course, pulley, etc.)

- Other activities determined by the school principal to have a high risk to student safety
- **6.11.1.2** The cost of insurance coverage for such activities shall be borne by the student and/or AGENCY.
- **6.11.1.3** Students who operate or ride as a passenger on a bicycle, non-motorized scooter or skateboard upon a street, bikeway or any other public bicycle path or trail shall wear a properly fitted and fastened bicycle helmet that meets the standards of law. Students also shall be required to wear such helmets while wearing in-line or roller skates.
- 6.11.2. Department of Justice and FBI fingerprinting and fingerprint clearance must be obtained for all non-District employee chaperones. Chaperones who continue beyond one school year will need to get fingerprint clearance once every three years from the time they begin chaperoning on after school program trips. Chaperones shall act in accordance with district policies, regulations and school rules. A person who is required to register as a sex offender pursuant to Penal Code 290 shall not serve as a chaperone on any field trip.
- 6.11.3. No chaperone shall be assigned to provide supervision or instruction of students unless he/she has submitted evidence of an examination within the past 60 days to determine that he/she is free of active tuberculosis. Chaperones whose skin test negative shall thereafter be required to take tuberculosis test every four years or sooner if deemed necessary by AGENCY.
- **6.11.4.** Letter must be sent to parent(s)/guardian(s) and a meeting must be held for staff, chaperones, parent(s)/guardian(s) and students in advance of trip to discuss trip and safety related procedures, itinerary and questions.
- 6.11.5. Sleeping arrangements and night supervision are safe and appropriate.
- **6.11.6. Vendor Proof of Insurance:** After School Program Coordinator and/or Summer Program Coordinator has obtained proof of insurance from all private vendors including:
 - Facility
 - Program

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

- **6.12.1.** No swimming or wading shall be allowed on trips unless planned and approved in advance.
- 6.12.2. When wading in the ocean, bay, river or other body of water as part of a planned, supervised outdoor education activity, after school program staff shall provide for a number of chaperones to exceed the normal one to ten ratio and shall instruct both chaperones and students of the real and potential risks inherent in such activities and the precautions necessary for their safety.

6.12.3. Swimming Activities

- **6.12.3.1.** Parents/guardians must provide written permission for the student to swim and must indicate the student's swimming ability. Students whose parents do not give permission for their child to swim shall be identified in advance of trip and a tracking system designed to ensure they do not enter pool or swim area.
- **6.12.3.2.** Swimming facilities, including backyard pools, must be inspected by the AGENCY Executive Director and after school program staff before the trip is scheduled.

- **6.12.3.3.** Owners of private pools must provide a certificate of insurance, designating OUSD and AGENCY as an additional insured, for not less than \$2,000,000 in liability coverage.
- 6.12.3.4. Lifeguards must be designated for all swimming activities. If lifeguards are not provided by the pool owner or operator, the AGENCY Executive Director shall ensure their presence. The AGENCY Executive Director shall ensure that lifeguards are Red Cross certified or equivalent and must be at least 21 years old. A swim test must be administered before any student is permitted in the deep end of the pool or swim area. A tracking system shall be designed in advance of trip to identify those students who have and have not passed the swim test.
- **6.12.3.5.** The ratio of adult chaperones to students shall be at least one to ten. In grades 4-6, this ratio shall be at least one to eight. In grades K-3, this ratio shall be at least one to four.
- **6.12.3.6.** Specific supervisory responsibilities shall be determined in advance to accommodate the varying swimming abilities of students. These responsibilities shall be clarified in writing and reviewed verbally before the trip.
- **6.12.3.7.** Emergency procedures shall be included with written instructions to adult chaperones and staff.
- **6.12.3.8.** Staff and chaperones assigned to supervise students must wear swim suits and know how to swim and be at each side of the pool or swim area actively monitoring students at all times.
- **6.12.3.9.** The After School Program Coordinator and/or Summer Program Coordinator may require students to wear flotation devices, depending upon their age and swimming ability.
- **6.12.3.10.** A buddy-system or other means of surveillance shall be arranged in advance and strictly enforced during swimming activities.
- 6.13. Additional Requirements for trips to East Bay Regional Park District Bodies of Water (swimming pools, lagoons, shoreline parks and lakes) and Related Facilities
 - 6.13.1. At least 2 weeks prior to trip date, all persons attending trip, including, but not limited to, each and every student, teacher, instructor, chaperone, supervisor, parent, administrator, volunteer, or aide (hereinafter "participant") will provide to the School District Office of the General Counsel an original, properly completed, signed and dated East Bay Regional Park District Waiver (attached as Exhibit E), executed by either the participant if he or she is 18 years of age or older, or the participant's parent or legal guardian if the participant is under 18 years of age
 - 6.13.2. Should AGENCY fail to provide an original, properly completed, signed and dated East Bay Regional Park District Waiver for each trip participant as defined in Section 6.13.1 above, AGENCY agrees to hold harmless, defend and indemnify OUSD, its officers, employees, volunteers and agents from all claims and actions resulting therefrom.
- 7. Financial Records. AGENCY agrees and understands that OUSD is responsible for fiduciary and programmatic oversight for the expenditure of the ASESP and 21st CCLC grant funds contracted to AGENCY by OUSD for fiscal year 2013-2014. AGENCY will function as a sub recipient of funding and as such will follow all required fiscal guidelines and meet outlined standards as referenced in applicable

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

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

8. Invoicing

- **8.1. Billing Structure.** AGENCY shall only invoice for actual expenditures incurred. Supporting documentation must be presented along with monthly invoices upon request. Billing details must be provided upon request to OUSD to ensure compliance with related sub recipient and grant guidelines.
- **8.2. Unallowable Expenses.** AGENCY may not purchase computers or capital equipment using ASES, 21st Century Core Grant, 21st Century Direct Access, or 21st Century Family Literacy funds.
- 8.3. Invoice Requirements. AGENCY will submit invoices with evidence of the following staff qualifications for each AGENCY employee and AGENCY agent, including employees of subcontracting agencies and volunteers: TB Clearance, current CA Department of Justice and FBI fingerprint clearance, and Instructional Aide requirement. AGENCY will utilize the required OUSD invoicing and staff qualifications form (Exhibit F) for regular invoice submission.
- 8.4. Submission of Invoices. AGENCY must submit invoices to OUSD on a timely and regular basis for services rendered. OUSD will not accept invoices submitted more than thirty days beyond the end of each fiscal quarter. No invoices will be accepted more than 30 days past the end of June 30 of the contractual fiscal year. AGENCY must also submit invoices according to specific invoicing deadlines as outlined by OUSD to ensure timely processing. (Exhibit G)
- 8.5. Submission of Invoices for ASESP and 21st Century Grants. For services rendered related to the ASESP and 21st CCLC grants, OUSD shall pay AGENCY, on a monthly basis, for appropriately documented expenses related to the ASESP and 21ST CCLC grants, with a cumulative total for 2013-14 not to exceed \$89,450.00 in accordance with the attached Exhibits to this Memorandum. Invoices for payment of services shall be submitted by the 10th of each month to the OUSD After School Programs Office, utilizing the required OUSD invoicing and staff qualifications form (Exhibit F). OUSD will strive to adhere to second Accounts Payable check run per the published schedule of monthly payments if invoices are submitted in accordance with the deadlines and requirements set forth in this section and the accompanying Exhibits.
- 9. Ownership of Documents. AGENCY agrees that, pursuant to California law, it shall maintain program and fiscal documentation for the ASESP and 21st CCLC programs for a minimum of five years. All documents created by AGENCY pursuant to this MOU, including but not limited to reports, designs, schedules, registration packets, early release waivers, and other materials prepared, or in the process of being prepared, for the services to be performed by AGENCY, are and shall be at the time of creation and thereafter the property of OUSD, with all intellectual property rights therein vested in OUSD at the time of creation. OUSD shall be entitled to access to and copies of these materials during the progress of the work. Any such materials in the hands of AGENCY or in the hands of any subcontractor upon completion or termination of the work shall be immediately delivered to OUSD. If any materials are lost, damaged or destroyed before final delivery to OUSD, AGENCY shall replace them at its own expense and AGENCY hereby assumes all risks of loss, damage or destruction of or to such materials. AGENCY may retain a copy of all materials produced under this MOU for its use in its general business activities.

10. Changes

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

11. Conduct of Consultant

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

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

- 13.1. Commercial General Liability insurance which shall include contractual, products and completed operations, corporal punishment and sexual misconduct and harassment coverage, and bodily injury and property damage liability insurance with combined single limits of not less than \$1,000,000 per occurrence.
- **13.2. Worker's Compensation** insurance, as required by the California Labor Code, with not less than the statutory limits.
- 13.3. Property and Fire insurance shall provide to protect: Real Property, against risk of direct loss, commonly known as Special Form and Fire Legal Liability, to protect against liability for portions of premises leased or rented; Business Personal Property, to protect on a Broad Form, named peril bases, for all furniture, equipment and supplies of AGENCY. If any OUSD property is leased, rented or borrowed, it shall also be insured the same as real property.

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

- 14. Litigation. [This section is intentionally deleted by the parties].
- 15. Incorporation of Recitals and Exhibits. The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
- **16. Counterparts**. This MOU and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
- 17. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion: The District certifies to the best of its knowledge and belief, that it and its principals: Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, verifies that this vendor does not appear on the Excluded Parties List. https://www.sam.gov/portal/public/SAM

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

OAKLAND UNIFIED SCHOOL DISTRICT 8/29/13	AGENCY 7 25 2013
☑ President, Board of Education Date	Agency Director Signature Date
☐ State Administrator	01 01 2 0
Superintendent	Blu Pride, Executive Director
(A) (= 8/29/13	Print Name, Title
Secretary	Attachments:
Board of Education	 Exhibit A. Attendance Reporting Schedule
L'utis Sauka	 Exhibit B. Planning Tool/Comprehensive After
June 7	School Program Budget
Associate Superintendent Date	 Exhibit C. Enrollment Packet, including Early
Family, School, and Community Partnerships Dept.	Release Waiver
	 Exhibit D. List of Anticipated Field Trips, Off Site

Executive Officer

MOU template approved by Legal May, 2013

Events and Off Site Activities

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

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

Exhibit A

Attendance Reporting Schedule

After Sc	fied School District hool Programs Reporting Schedule
Monthly Attendance Period	Deadline to Input Attendance Data into Cityspan
July 1 – July 31, 2013	August 10, 2013
August 1 - August 30, 2013	September 10, 2013
September 1-30, 2013	October 10, 2013
October 1-30, 2013	November 10, 2013
November 1-30, 2013	December 10, 2013
December 1-31, 2013	January 10, 2014
January 1-31, 2014	February 10, 2014
February 1-28, 2014	March 10, 2014
March 1-31, 2014	April 10, 2014
April 1-30, 2014	May 10, 2014
May 1-31, 2014	June 10, 2014
June 1-30, 2014	July 10, 2014

Exhibit B

ASES and 21st CCLC After School Program Plan and After School Budget Planning Spreadsheet

(Template distributed separately)

INSERT HERE

AFTER SCHOOL BUDGET PLANNING SPREADSHEET ELEMENTARY & MIDDLE SCHOOLS 04.2013

Site Name:	Burckhalter Elementary School		ĪF	ASES	OFCY	Program Fees (if applicable)	Other Lead Agency Funds
Site #:	105		Resource 6010	, Program 1553			
Average # o	of students to be served daily (ADA): 110	%	OUSD	Lead Agency	Grantee	Lead Agency	Lead Agency
	TOTAL GRANT AWARD		\$112	2,500	\$67,000	\$9,300	\$2,800
	COSTS: INDIRECT, ADMIN, EVAL, PD,						
CUSTODIA	L, SUPPLIES OUSD Indirect (5%)		¢E 257	************	***************************************	***************************************	
	OUSD ASPO admin, evaluation, and training/technical assistance costs		\$5,357 \$7,009				
	Custodial Staffing and Supplies at 3.17%		\$3,174				
	TOTAL SITE ALLOCATION		\$96	,959			
CERTIFICA	ATED PERSONNEL				STATE OF THE STATE OF		
1120	Academic Liaison/Quality Support Coach REQUIRED		\$4,000				
1120	Certificated Teacher Extended Contracts		\$0				
	Total certificated		\$4,000				
CLASSIFIE	D PERSONNEL						
2205	Site Coordinator (list here, if district employee)		\$0	\$0	\$0		\$0
2220	SSO		\$0				
			\$0				
	Total classified		\$0	\$0	\$0		\$0
BENEFITS							
3000's	Employee Benefits for Additional Time (20% of total salaries paid as extended contracts or overtime)		\$800				
3000's	Employee Benefits for Salaried Employees (40%)		\$0				
3000's	Lead Agency benefits (rate: 25 %)			\$0			
V	Total benefits		\$800	\$0			\$0
BOOKS AN	ID SUPPLIES			4			
	Supplies (OUSD only, except for Summer	-	00,000				to.
4310	Supplemental)		\$2,092	***************************************			\$0
4310	Curriculum (OUSD only)	_	\$0		A 550		\$0
5829	Field Trips		\$617	\$450	\$550		\$0
4420	Equipment (OUSD only)		\$0				\$0
	Total books and supplies		\$2,709	\$450	\$550		\$0

CONTRA	CTED SERVICES						
5825	Site Coordinator (list here if CBO staff)		\$0	\$30,000	\$10,000	\$0	
5825	Co Coordinator		\$0	\$10,000	\$5,000	\$0	
5825	Program Manager (Ujimaa)			\$2,350	\$11,660	\$0	
5825	Academic Support : (6 Staff x 37 wks x 5 hrs/wk x \$15/hr)			\$16,650	\$0	\$0	
5825	Snack Sessions and Physical Activities: (6 Staff x 38 wks x 2.5 hrs/ wk x 15/hr)			\$8,550	\$0	\$0	
	B SMART Enrichment (BUILD, Sports & Team Ethics, Martial Arts, Arts & Crafts, Rhythm & Movement, Theatre Arts): (6 Staff x 34 wks x 3.75 hrs/wk x \$20/hr)			\$0	\$10,560	\$4,740	
5825	STEM+ Electives: (6 Staff x 34 wks x 7.75 hr/wk x 20/hr)			\$8,160	\$21,420	\$2,040	
5825	B SMART /STEM Staff Prep and PD: (6 Staff x 38 wks x 5 hrs/wk x \$15/hr)			\$11,790	\$5,310	\$0	
	Recreational Activities: (6 staff x 4 wks x 7hrs/wk x15/wk)			\$0	\$0	\$2,520	
	Total services		\$0	\$87,500	\$63,950	\$9,300	\$(
IN-KIND E	DIRECT SERVICES						
	Rites of Passage (5th Grade Only)						\$2,00
	Science Horizons						\$80
						-	
	Total value of in-kind direct services					\$0	\$2,80
			100000000000000000000000000000000000000		***************************************	40	Ψ2,000
LEAD AC	GENCY ADMINISTRATIVE COSTS						
	Lead Agency admin (4% max of total contracted \$)			\$1,500.00	\$2,500		\$
SUBTOT				240.404	*******	1.00	
	Subtotals DIRECT SERVICE	86		\$87,950	\$64,500	\$9,300	\$2,80
	Subtotals Admin/Indirect	14	\$13,858	\$1,500	\$2,500	\$0	\$
TOTALS			400.050	400.450	202 200	00.000	40.00
	Total budgeted per column	100	\$23,050	\$89,450	\$67,000	\$9,300	\$2,80
	Total BUDGETED	100			\$67,000	\$9,300	\$2,800
	BALANCE remaining to allocate		\$(\$0	\$0	\$0
	TOTAL GRANT AWARD/ALLOCATION TO SITE		\$112	,500	\$67,000	\$9,300	\$2,800
	ATCH REQUIREMENT: quires a 3:1 match for every grant award dollar				\$0.00		
Total Ma	tch amount required for this grant:		37,500				
Facilities	count toward 25% of this match requirement:		9,375				
Remainir	ng match amount required:		28,125				
	nould be met by combined OFCY funds, other site ivate dollars, and in-kind resources. This total		79,100				
T-4-132							

-50,975

Required Sig	natures for Budget Approval:	
Principal:	Claro & Police	/
	X 500 / 1 - 1	
Lead Agen	and and	

Total Match amount left to meet:

OUSD After School Programs

funded by After School Education and Safety (ASES) and 21st Century Community Learning Center (21st CCLC)

Grants

ASES and 21st CCLC After School Program Plan Elementary & Middle Schools 2013 - 2014

SECTION 1: School Site Information

School Site: Burckhalter Elementary

Date: May 17, 2013

Principal Signature:

Lead Agency Signature

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

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

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

First Tiered Strategic Priority Areas:

- Balanced Literacy and Literacy Across the Curriculum
- Science, Technology, Engineering, and Mathematics (STEM) Stem and Gardening Project
- College, Career and Workforce
- · Family and Student Engagement
- Strategic Operational Practices
- Building Capacity and Leadership

Second Tiered Strategic Priority Areas:

- Health and Wellness
- Interrupting Chronic Absence (Attendance)

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

- 1. Increase Academic Achievement among Youth: Youth will engage in intentional academic interventions, activities and processes that will increase their mastery of academic concepts.
- 2. Social and Emotional Development: Youth will engage in intentional social and emotional interventions, activities and processes that will equip them to identify the impact of their actions and make responsible decisions and develop higher levels of self-esteem through performance-based activities.
- 3. Multi-cultural Awareness: Students will have an increased level of appreciation for diverse cultures.
- 4. School Day Alignment: Youth will engage in a seamless day and engage in interventions, activities and processes that reinforce the day's learning and increase their retention of lessons taught.

Strategic Questions/Desired Outcomes	Strategic Activities What after school strategic activities will support the	Outcomes of Strategic Activities What short-term outcomes	Data used to assess the strategic activities What data will be
As a result of our ASP efforts	desired outcomes?	will you expect from your efforts by the end of the school year?	collected to measure these outcomes?
High School Graduation: How many more Oakland children are graduating from high school?	 Promote college lifestyle through media and literature; during snack time Targeted Academic Plans and programing for youth who are identified through data Literacy component across all programing STEM Component within the program Computer Lab Offering Increased Academic Assessments 	 Increased alignment with state standards Increased alignment with school day Increased support efforts to improve youth's academic achievements The majority of youth will understand, complete and turn in all homework 3-5 the grade will be able to communicate a road map towards High School/College Graduation 	 District benchmark testing Pre/Post assessment DIBELS Data Fluency Assessment SA-PQA Evaluation results OFCY/OUSD Survey data Homework completion logs

	 Social and Emotional experiences and classes Intentional process to track homework completion and a process of communicating student progress to stakeholders Intentional mentorship program with youth mentors, school and ASP staff and parents 		
Satisfactory School Day Attendance: How many more Oakland children are attending school 95% or more?	 A youth centered program with activities youth like and want to participate in Parenting Classes Aligned incentive Processes (Ex: Awards to youth and classes who have the best attendance) After School Day staff efforts to track and inform parents regarding absences 	Increase after school ADA in support of the school day ADA rising	 Monthly School day and city span data Clear attendance policies present Tracked and timely enforcement of attendance policies SA-PQA Scores and OFCY/OUSD survey
Health and Well-being: How many more Oakland children have access to, and use, the health services they need?	 Gardening Program Parenting Class Cooking class Farmers market Health and nutrition themes activities Food nutrition guest speakers Family nights 	Increased participation in classes, workshops and activities concerning health and well-being	 Surveying OUSD/OFCY Survey Sign in sheets for workshops and classes

	 Discuss Health and Well-Being based topics during Snack Time with supportive media Nature walks, farm visits, and physically engaging field trips 		
SECTION 4: Program M	odel and Lead Agency Selection		
☐ Traditional After Schoo ☐ Extended School Day: particular grade and/or all st ☑ Blended/Hybrid: comb. Description and Rational Describe how the selected L Ujimaa Foundation designs is meetings with the school pristaff regularly, and makes an Academic Liaison meets with every 11-12 weeks in which monitors the students' prog	I: voluntary program open to all students, wind additional class periods added to the bell schudents of the school ination of some extended day and some tradicite for Selection of Lead Agency ead Agency partner will support the school's incipal, staff, and parents. Ujimaa has an except effort to gather parent feedback throughout teachers weekly and reports their feedback part of the time is set aside for feedback aboress toward meeting their academic goals and will participate in various school site commits.	plans for Full Service (and evaluations from pellent rapport with school the year for internal elections the after-school product the after-school products the tone for the	cool hours for students of a gramming Community School development. Past programs and on numerous cool principals, meets with school evaluation. For example, the inator. Parents attend events gram. The school Principal overall direction of the program.
In order to remain in complia upon the conclusion of the re schools. (EC 8483)	ICE, PROGRAM DATES, AND PROGRA ance and meet minimum funding requirement egular day and operate at least until 6pm on e	s, the after school prog every regular school da	
Required # of Program Da	ays your program will operate during Scho	ool Year 2013-2014:	180 days required*

Projected Daily Attendance during School Year 2013-2014:

95

Program Schedule

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

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

SECTION 6: Academics

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

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

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

Academic activities should be aligned with school goals and support specific student achievement needs defined by the school. Activities should be based on sound instructional strategies aligned with the regular school day program.

30,15						
	Target Popula- tion	Academic Support (choose one)	CSSSP goal(s) or school need supported by activity	Measurable Outcomes	Description of program/activity	Instructional Strategies
1	All Students	☐ Homework Support ☐ Tutoring ☐ Skill Building ☐ Academic Intervention ☐ Other	High School Graduation Rate School Request to meet this objective as best we can	The majority of youth will understand, complete and turn in their homework.	 Providing Time for Homework Support Quality Homework Support Track Completion and turn in rates Provide an amount of time for group academics prior to homework time 	Up to date on pacing schedule Follow homework process set by the school day Enforce all homework procedures Create a tracking system that records why homework was not completed (early pick up, youth needed more time then was allotted, youth needs one on one home support in addition to ASP support, youth

						was not focused on homework during homework time, etc.)
2	Youth who are testing FBB/BB	☐ Homework Support ☑ Tutoring ☐ Skill Building ☑ Academic ☑ Intervention ☐ Other	 High School Graduation Rate School Request to make efforts to this objective 	 The majority of youth who take a pretest will increase their score by at least 10 points on the post test The majority of youth will move up at least one CST or benchmark performance level 	Small group work around specific points of improvement for youth across grades. This could include computer lab work, reading/writing groups and math intervention	 DIBELS Scores Pre and Post Testing Intensive tutoring Include school day computer programs
3	All Students	☐ Homework Support ☐ Tutoring ☑ Skill Building ☐ Academic Intervention ☐ Other	 High School Graduation Rate School request to make efforts to meet this objective 	OUSD/OCFY observations (YPQA) and stakeholder survey's will average out to be a 3 or higher	STEM Based Curriculum Garden Literacy Based Curriculum Traditional Enrichments infused with academic skill building	 Up to date on pacing schedule Follow a similar layout to the school day Follow Youth Development best practices set through the SAYPQA evaluation process

SECTION 7: ENRICHMENT & PHYSICAL ACTIVITY / RECREATION

Enrichment activities and physical activity/recreation are required components of the ASES and 21st Century grants. Enrichment activities should provide students with the opportunity to apply their classroom learning in a real, hands-on way. Enrichment activities should intentionally and creatively build skills that support students' success in school and in life. Enrichment activities often support school goals for health and wellness, positive school climate, arts learning, and student engagement.

Type of Enrich-ment	Rationale	CSSSP goal(s) or school need supported by activity	Brief Description	Targeted Skills	Measurable Outcome
Physical Activity/ Fitness	☐ Student Identified ☑ School Identified ☐ Parent Identified ☐ Other (specify)	Children will become more health conscious and take greater interest in physical fitness.	Students will be engaged in cardiovascular, minor strength building, and endurance activities daily.	☐ Conflict Resolution ☑ Social Skills ☐ Leadership ☐ Academic (specify) ☑ Health/Fitness ☐ Other (specify)	80% of 5th grade students score 50% or higher for the Physical Fitness Test in all categories
Sports and Team Ethics	Student Identified School Identified SParent Identified ☐ Other (specify)	Encourage healthy interpersonal relationships, and facilitate physical activity to promote lifelong health	Students will learn the morals of team ethics, perform daily stretch routines, and participate in a series of team sports.	☐ Conflict Resolution ☐ Social Skills ☐ Leadership ☐ Academic (specify) ☐ Health/Fitness ☐ Other (specify)	To have 80% of 5th grade students score 50% or higher for the Physical Fitness Test in all categories
Martial Arts	Student Identified School Identified Parent Identified Other (specify)	Students will learn the balance of mind and body as we collectively seek higher levels of discipline through Martial Arts.	Children will learn basic blocks, punches, kicks, katas, and meditation to integrate physical activity and discipline. Children will learn that the best fights are won without fighting at all.	 ☑ Conflict Resolution ☑ Social Skills ☐ Leadership ☐ Academic (specify) ☑ Health/Fitness ☐ Other (specify) 	Physical fights will decrease in the regular school day for the participating students.
Theatre Arts	☐ Student Identified ☑ School Identified ☐ Parent Identified ☐ Other (specify)	A performing arts consultant will incorporate drama, poetry and song that promotes academic and social excellence	Children will perform poetry, skits, role playing, and song to overcome shyness and fear of public speaking.	 ☒ Conflict Resolution ☒ Social Skills ☐ Leadership ☐ Academic (specify) ☐ Health/Fitness ☐ Other (specify) 	77% or higher of participating students will report that the ASP helps them to improve their social skills.

Brother & Sister Circles (Life Skills)	☐ Student Identified ☑ School Identified ☐ Parent Identified ☑ Other (ASP Staff)	Life Skill Circles will provide youth- lead emotional support using culturally relevant topics for group focus	Gender specific groups will collectively discuss socially and culturally relevant issues that affect us all.	 ☑ Conflict Resolution ☑ Social Skills ☑ Leadership ☐ Academic (specify) ☐ Health/Fitness ☐ Other (specify) 	Children will show a greater respect for themselves and others, and make more healthy and responsible decisions
B.U.I.L.D By Understandi ng I Learn and Develop	Student Identified School Identified Parent Identified Other (ASP Staff)	Ongoing social and emotional support for youth.	Students who had any conflict during the entire school day will have the opportunity to reflect on their emotions and behavior to find restorative solutions.	 ☑ Conflict Resolution ☑ Social Skills ☐ Leadership ☐ Academic (specify) ☐ Health/Fitness ☐ Other (Creativity) 	Marginal decrease in negative student referrals from the given site faculty to the ASP staff
Art	Student Identified School Identified Parent Identified Other (specify)	A performing arts consultant will incorporate drama and music into the core curriculum and support academic achievement	Children will express their emotions using visual and graphic arts	☐ Conflict Resolution ☐ Social Skills ☐ Leadership ☐ Academic (specify) ☐ Health/Fitness ☑ Other (Creativity)	80% of participating children will report that they feel to express themselves creatively.
STEM Elective Enrichment	☑ Student Identified ☑ School Identified	Multiple activities to support the youth's holistic needs	Technology, Journalism, Lego Engineering, Math	☐ Conflict Resolution☐ Social Skills☐ Leadership☐ Academic (specify)	Children will show greater emotional, academic, and

☑ Parent Identified ☑ Other (specify)	Strategic Games, Science,	☐ Health/Fitness ☑ Other (varies)	athletic competence.

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 21st Century after school programs. Family literacy services support the educational goals of adult family members, connect them to resources and services in the community, and increase their ability to support their

student's learning and development.

Type of Activity	CSSSP goal(s) or school need supported by activity	Brief Description	Measurable Outcome	Alignment with school day family engagement / family literacy efforts or resources
Intentional and on- going parent conversation regarding youth's academic and social/ emotional development	 Attendance rates High school graduation rates health and well being 	 Check in during sign out Phone calls home Meetings involving school day staff Youth Referrals 	 The majority of parents surveyed feel the after school plays a critical role in improving the academic standing of their student The majority of parents surveyed feel the after school program plays a critical role in improving the social development of their student The majority of parents surveyed feel the after 	 Access to student records Inclusion in SST meetings

			school program plays a critical role in improving the emotional development of their student	
Parent and youth activities/Learning Together Nights	 Attendance rates High school graduation Rates health and well being 	 Literacy Night Math Game Night Science Night Mental health awareness workshops Financial Literacy workshops 	The majority of After School Parents attend	Collaboration around current parent nights and school day events with Burckhalter PTA and school day staff.
Regular written communication with parents regarding programing	Family engagement	 Clear communication structure Newsletter Posted schedule and schedule of events 	 Parent Handbook available for parents Monthly newsletter distributed to parents 	Collaboration around current communication efforts with principal and PTA, continue to utilize school resources to post schedules. Continue to utilize translation resources.
Parent Orientation	Family Engagement	 Parents will come and meet the coordinator, staff and review the plans for the year as well as policies and procedures 	100% of parents will attend the event, make up session or complete a phone orientation	All staff will encourage families and youth to come to the events or have them follow up with the site coordinator. Possibly have a translator.
Parenting Workshops	Family Engagement	 Parents will be able to share the challenges of parenting in a support group. Resources to improve quality of living will be offered. 	Parents will survey that they have gained beneficial insight to effective parenting practices.	Provide emotional support to families
Talent Showcase	Family Engagement	Showcases will be facilitated every 11-12 weeks to exhibit learned activities and provide pertinent	70% + parents will gain greater insight on site objective and parent expectations, and enjoy the fruit of their	Share SSC data, important dates, and any relevant announcements.

information to parents.	children's enriched	
	progress.	

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.	 Review attendance data with site administration Recruit students with ongoing trend of absenteeism Discuss relevance of proper attendance with parents/guardian Check local resources for supplemental assistance (if needed), implement reward incentives for great attendance
b) Inform parents about the importance of attendance and encourage parents to help each other get their students to class.	 During the parent orientation we will communicate the importance of school day attendance when introducing the after school attendance policy. Discuss important issues during SSC meetings, talent showcases, letters, text message, email, and administration-to-parent conversation.
c) Track students with poor program attendance and reach out to find out why and how attendance could be improved.	 Attendance Reports Clear Attendance Policy to be developed and enforced Review attendance data with Administrative team and set

	time to meet with parents/guardian for solution orientation.			
d) Celebrate good attendance and/or offer meaningful incentives to attract and reward students for attending our	•	Attend	dance: Charts	
program.		0	Awards	
		0	Recognition Nights	
		0	Reward field trips	
		0	Wall of Recognition	

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)
- X Restorative Justice
- X Social and Emotional Learning
- X 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?
- **BUILD** Based from the Restorative Justice Model, BUILD is a system that focuses on each individual student who is referred to the program. Daily communication is provided by referrals that employs a simplistic number system. Students with low merrits are given focus in both individual and peer-to-peer group sessions. Once in the "red zone", students make self-improvement plans. Students are then rewarded for their daily, weekly, and monthly achievements that are in alignment with their self-improvement plan.
- 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.):

Because of the high and disproportionate rates of African American male suspensions during the elementary stage, the B.R.O.T.H.E.R.H.O.O.D is an all-male life and skill enhancing program. Our aim is to explore the code of the "warrior" and learn together the functionality and character traits of today's warrior (possession of academic & administrative savvy, critical thinking, self-defense, tidiness, organization, and spirituality). Understanding the contemporary and systematic development of male character, we strive to re-define manhood, and therefore we refer to our young males in training as "Brothers". Young brothers will learn to share their thoughts and feelings of past and present events, discuss important social/political/emotional issues, analyze media, and explore, while learning about, nature during hiking and camping trips, accompanied by nurturing mentors.

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. The after school Site Coordinator or Director will actively □ COST team (Coordination of Services Team) participate in which of the following school group(s), in ☐ SSC (School Site Council) order to increase alignment between after school and □ ELT (Educational Leadership Team) school day efforts? X PTA ☑ Attendance Team/Workgroup ☑ CSSSP (Community School Strategic Site Planning) team ☐ School Culture/Climate Committee Other Site Wellness Committee. List key community partners whom you will actively **Building Intentional Communities** collaborate with to accomplish the goals of your program. 100 Black Men Inc. Mas Makers **Bay Area Wilderness Training** Black Recruitment and Retention Center, UC Berkeley Individual Contractors **Program Staff** Science Horizon Allen Temple Social Services

	African American Male Achievement Junior Achievement
List all subcontractors who will be paid to deliver after	Rakeem Richards
school services.	Gary Whitacre
	Alex Gonzalez
	Akua Franklin
	Jeannie Ware
	Edil Gulaid
Identify other service providers and support personnel at	School psychologist
your school (ie. school psychologist, School Based Health	Ann Martin Center
Center staff, counselor, mental health therapist, school	Attendance Clerk
nurse, parent liaison, etc.) whom you will actively	Office Assistant/Manager
collaborate with to accomplish the goals of your program.	Custodial Staff
	Academic Liaison
	Librarian and Computer Lab Technician
	Intervention Specialist
	Various School Day Staff

2013-14 After School Enrollment Policy for Burckhalter Elementary School

OUSD has established district-wide guidelines for Target Population and Enrollment in ASES and 21st 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
Teacher Referrals	Teacher Referrals/Students Records	
Youth Testing at FBB/BB/B	Testing Data	
Students with Siblings in the program	Registration forms	
Students from socio-economically disadvantaged families/backgrounds	Free and Reduced Lunch Records	
English Language Learners	Teacher Referrals	
Youth at risk of Chronic Absenteeism	Attendance Data	

Grade levels prioritized for programming: K-5

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

Additional Notes:

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

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

13, 2013.)

Timeline	After School Enrollment Steps/Process	Individual(s) responsible
5/23/13-6/7/13	 Registration information and forms available to parents Accepting Teacher Referrals 	Zotunde Morton Karen Geathers Clara Roberts All teachers
6/10/13-6/13/13	 Registration acceptance notifications sent to families 	Zotunde Morton
7/15/13-7/19/13 8/13/13-8/19/13	 Confirm enrollment for returning students Reopen enrollment for new and returning students Mandatory Parent/Caretaker Orientation 	Zotunde Morton
August 26, 2013	 After school programs begin on 1st Day of school, with enrollment at a minimum 75% capacity 	Zotunde Morton
August 26, 2013-September 30, 2013	 New school year enrollment of families for remaining program slots. Remaining program slots will be filled by September 30, 2012. 	Zotunde Morton
August 26, 2013-June 13 2014	All programs must maintain waitlists after program slots are filled.	Zotunde Morton

Important dates to include in your timeline:

- April June: Spring enrollment for 2013-14 programs.
- Families will be notified of 2013-14 after school enrollment before the last day of school, June 13, 2013.
- After school programs begin on 1st Day of school, with enrollment at a minimum 75% capacity.
- August September: New school year enrollment of families for remaining program slots.
- Remaining program slots will be filled by September 30, 2013.

All programs must maintain waitlists after program slots are filled.

Principal Signature:

Lead Agency Signature:

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

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

Principal	Lead	2013 – 14 Assurances for Grant Compliance and After School Alignment with School Day
initials	Agency initials	
Cay/CR	B	Site Administrator and Lead Agency Director/Site Coordinator have reviewed the CA Dept of Education's ASES and/or 21 st Century Grant Assurances, and understand mandated grant compliance elements.
g/CR	2	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.
CR	8	Site Administrator will meet regularly with Site Coordinator to ensure program is meeting identified goals.
a/CP	8	Site will share student outcome data to better refine program (Attendance data, EduSoft, Report Cards, IEP's, etc).
cg/CR	8	The principal and lead agency partner have reviewed and discussed the Academic Liaison/Quality Support Coach key responsibilities described on the following page. Both Principal and lead agency partner understand that this role is critical for strengthening staff practices and the quality of the after school program. Site will identify a certificated, qualified individual to serve as the program's Academic Liaison and to fulfill all responsibilities outlined in the role description.
g/cQ	8	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.
W/CR	B	Site will invite Site Coordinator to participate on SSC, COST, SST, and CSSSP team to ensure coordination of services.
a/ CR	\$	Site will coordinate the use of facilities and site level resources in support of program goals.
W/CR	B	Site will provide Site Coordinator with office space that includes access to internet and phone.
CACR	R	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	Marie Halte

Principal Signature: (

Carin Geother (of c)

Lead Agency Signature:

ASES and 21st CCLC After School Programs 2013-2014

Academic Liaison/Quality Support Coach

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

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

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

Academic Liaison/Quality Support Coaching Planning
a) Please identify who will fulfill the Academic Liaison/Quality Support Coach role for 2013-14:
 □ A credentialed teacher on staff who has effective skills and experiences in coaching and/or adult learning ☑ A qualified professional who is part of the school staff □ An OUSD coach connected to the school (i.e. LCI Literacy or Math coach, BTSA coach, etc.) □ Other individual (please specify in detail):
If known, please specify the name of the person who will fill the Academic Liaison role, and identify his/her role in the school:
b) Some schools are challenged in finding a qualified individual on staff who can fulfill the Academic Liaison/Quality

Support Coach role. In this case, the OUSD After School Programs Office to match with the school. Please mark:	ce will work actively to try to find an OUSD coach			
My school needs support in finding an individual who can effectively fulfill the role of Academic Liaison/Quality Support Coach. ☑ Yes ☐ No				
Teachers on Extended Contract for Direct Service	and the second of the second o			
In addition to an Academic Liaison/Quality Support Coach, some schools to provide direct service to students after school, such as after school into 3000 or Fast Forward, and academic enrichment.				
Please list specific after school classes/activities that will be facilital Important note: Teachers on extended contract who are providing direct the negotiated rate of \$23.16/hr (per OEA contract). After school grant for Beginning in 2013-14, the Academic Liaison/Quality Support Coach cannot Academic Liaison is primarily responsible for providing coaching and train Service rate of \$30.12 for their staff capacity-building services. Teachers paid with an extended contract.	t services to students after school must be paid at funds can be utilized for this direct service work. not provide direct service to students. The ining, and is paid at the negotiated Paid-In-			
List after school classes/activities that will be facilitated by	Anticipated hours/week for			
teachers on extended contract	teacher on extended contract			
Principal Signature: Claus Police Lead Age	ncy Signature: Died full			

ASES and 21st CCLC After School Programs 2013-2014

After School Safety and Emergency Planning for 2013-14

After School Safety and Emergency Planning
A) The Comprehensive School Site Safety Plan will incorporate the After School Program. The Principal and Site Coordinator will discuss plans and procedures for after school safety, and the Site Coordinator will have access to the Comprehensive School Site Safety Plan.
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.
After School Staff will train alongside site faculty to maintain alignment on safety procedures.
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: Professional Development and Staff Wellness 2
Professional Development: After school staff should receive adequate professional development, including coaching support and trainings, in order to grow and improve their practice. Programs should utilize data from the YPQA/SAPQA youth program quality assessment tool to determine the areas of focus for professional development.
a) Programs are allowed up to three days of program closure during the school year to offer staff professional development. Please indicate which three days (if any) your program plans to close this year for PD:
TBA
b) What professional development, coaching, and training supports will be provided by the lead agency partner?
Literacy development, classroom group management, social and emotional support, and academic instruction will be provided by collaborative partners and subcontractors.
c) What professional development opportunities will be provided by the school site?
The school site will provide professional Safety procedure, modeling academic instruction, computer lab instruction, and data review reflecting targeted students.
d) ASPO professional development will consist of the mandatory August Institute (Aug. 5-9, four days for new site coordinators; three days for returning site coordinators), mandatory monthly site coordinator meetings (2 hrs/month), optional Youth Work Methods trainings (9 workshops aligned to YPQA, 2 hours each), and various professional learning communities (time commitment varies). Please mark:
I understand that professional development helps ensure program quality. My program is committed to providing/accessing professional development opportunities for after school staff, based on needs identified by program data. My program will adequately budget for staff time to participate in professional development over the course of the year (for key line staff, recommended at least 20 hours of PD/year). Yes No
Staff Wellness

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

Ujimaa will offer staff retreats, weekly mindful meditation during staff meetings, and monthly weekend outdoor activities to support staff wellness.

Principal Signature:

Lead Agency Signature:

Ujimaa After School Program 2013–2014 Activity Schedule

	Monday	Tuesday	Wednesday	Thursday	Friday
1:10 - 2:45					
K, 1st			STEM +		
2nd, 3rd			STEM +		
4th, 5th			STEM +		
2:45 - 3:20	erene anne de primer en	A CONTRACTOR OF THE PROPERTY O		(Manual State of the State of t	
K-5th	SNA	CKTIME SES	SION & PHYS	ICAL ACTIVI	TIES
3:20-4:40					
K - 5th		Academi	c Support		Recreation
. 3011					110010011
4:40 - 6:00					
	STEM +	SMART	SMART	SMART	STEM +
4:40 - 6:00	STEM +		SMART SMART	SMART SMART	
4:40 - 6:00 K, 1st		SMART			STEM +

Core Enrichemnt

Rhythm & Dance / Martial Arts

Arts & Crafts / Theatre Arts

Sports & Team Ethics / Strategic Games

STEM + Enrichmennt

Strategic Games

Sports Leagues

Jewelry Making

Economics

Engineering

Cooking

Computer

Journalism/Digital Media

Fashion

Girls/Boys Mentorship Groups

^{*}Activities rotate between grade groups each trimester.

Exhibit C

OAKLAND UNIFIED SCHOOL DISTRICT ASES AND 21ST CENTURY AFTER SCHOOL PROGRAMS

PARENT PERMISSION AND STUDENT INFORMATION - ELEMENTARY AND MIDDLE SCHOOLS

		ol		
Student's Name	Grade	Date of	Date of Birth	
Parent/Guardian Name (Please pr	rint) Signature		Today's Date	
Home Address	City	Zip	_	
Home Phone	Work Phone	Cell	Phone	
EN	ERGENCY CONTACT INFO	ORMATION		
Name Does your child have health cove		N		
Name of Medical Insurance	Policy/ Insurance #	Primary Insured	is Name	
Medical History that may be of i	mportance Med	dication Student is	taking	
	mportance Med	dication Student is	taking	
List any Allergies	mportance Med Telephone	dication Student is	taking	
Medical History that may be of i List any Allergies Name of Child's Doctor I authorize After School Programay be necessary for my child do	Telephone m Staff to furnish and/or o	obtain emergency n		

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, illne activities.	ss, death, loss or damage as a result of after school program			
Parent/Guardian Signature:	Date			
STUD	ENT RELEASE/ PICK UP POLICY			
	the After School Program will begin immediately after school is out not be released to go home from the After School Program until they one of the individuals listed below:			
7				
Parent/Guardian/Caretaker Signature	Date			
When I am unable to pick my child up, child to:	I give After School Program staff permission to release my			
Name/Relationship	Phone Numbers: Home/Work/Cell			
Name/Relationship	Phone Numbers: Home/Work/Cell			
picked up by 6:00 p.m., After School P	on time. The program ends by 6:00 p.m. If students are not Program staff are required by law to report to Child Protective e instances of tardiness in picking up your child will result in			
	JATE PROGRAMS AND TRACK STUDENT PROGRESS			
cards, attendance, and other performance instruction, and assessing the effectivene	ogram Staff to review my child's school data (test scores, report e indices), for the purpose of providing targeted support and academic as of the After School Program. I also give permission for After is progress and to require my child to complete evaluation surveys for ctiveness.			
Parent/Gu	uardian Signature			

After School MOU 2013-2014, Page 18 of 29

RELEASE OF LIABILITY

PHOTO/VIDEO RELEASE

• .	in the After School Program, s/he may participate in an activity that is being hese photographs/video recordings may be used for promotional purposes.
My childmaymay not be purposes.	be photographed/videotaped by the After School program for promotional
School program activities and tunderstand that I and my child economic interest. I also agree	third party it has approved to photograph or videotape my child during After to edit or use any photographs or recordings at the sole discretion of OUSD. It shall have no legal right or interest arising from the recording, including to release and hold harmless the OUSD and any third party it has approved mands, damages, and liabilities arising out of or use of the recording.
Z	_Parent/Guardian Signature

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

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

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

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

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

School Site:		
Name of Program:		
Name of Student:		
Grade:		
I request early release of my child from the Afte	r School Program at	_ oʻclock p.m.
(please check reason)		
 I am concerned for my child's safety in return 	ing home by him/herself after dark.	
□ I am unavailable to pick my child up after this	time.	
Other:		
As parent/guardian, I hereby release and discharge officers, employees, agents and volunteers from a that my child may suffer as a result of his/her each	ill claims for injury, illness, death, lo	ss or damage
\checkmark		
Signature of Parent/Guardian	Date	
After School MOU 20	013-2014, Page 20 of 29	_

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

FOR STUDENTS AGES AND OLDER ONLY School Site:	/
Name of Student:	
Grade:	
Date of Birth of Student:	
If I arrive later than the dismissal time or am und School Program:	ble to pick up my child at the end of the After
 I give the After School Program staff permiss program without supervision. 	ion to release my child from the afterschool
As parent/guardian, I hereby release and discharge officers, employees, agents, and volunteers from as a result of the release of my child without super unable to pick up my child at the end of the After	all claims for injury, illness, death, loss or damage ervision if I arrive later than dismissal time or am
Signature of Parent/Guardian	Date

Exhibit D

Schedule of Field Trips, Off Site Events and Off Site Activities for After School Program

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

Contact Information:					
Site Name		Lead Agency Name			
Name of		Email			
Contact Person		Fax			
Telephone		rax			
The following Fig will occur during		and Off Site Activities f	for the After School Program		
☐ Spring Ser	ster- August 26, 2013 to c mester- February 1, 2014 Program (Specify dates:	to June 12, 2014			
	Trip, Off Site Event, ff Site Activities	Date(s)	Time(s)		
and/or O	11 Site Activities				

Site Coordinator	Signature	Dat	e		
Lead Agency Dir	ector Signature	Date)		
Site Administrato	or Signature	Date			
	Affar Cala	ol MOU 2013-2014, Page 2	22 of 20		

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 ansing 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, stipping 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 Part	icipant is under 18):(Print)	
Signature:	Date:	
Participant Signature (if over 18) or Custodia	al Parent or Guardian Signature	EBRPD Waiver - Swim Use



INVOICING AND STAFF QUALIFICATIONS FORM 2013-14

Basic Directions

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

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

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

Employee, Agent, or Subcontractor Name	ATI#	Current TB Clearance Documentation on File	IA Requirement Documentation on File
		Yes No	☐Yes ☐No
		☐ Yes ☐ No	☐Yes ☐No
		☐ Yes ☐ No	☐Yes ☐No
		☐ Yes ☐ No	☐Yes ☐No
		☐ Yes ☐ No	□Yes □No
		☐ Yes ☐ No	□Yes □No
		☐ Yes ☐ No	☐Yes ☐No
		☐ Yes ☐ No	□Yes □No



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

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

- ◆ All 21st Century and/or ASES invoices <u>must be submitted to the OUSD After School Programs Office</u> 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 <u>use the attached invoicing format</u>. 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 1st through the 30th or 31st.
- 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 <u>due</u> in the <u>After School Programs Office</u> by 5:00 p.m. on the 10th of <u>the following month</u>. This is not a steadfast rule; for example, the invoice for September 1-30th is due in our office on the 11th of October (the 10th 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:

Invoices due to our office by 5:00 pm on:	Accounts Payable checks to be mailed on:
August 9, 2013	August 22, 2013
September 10, 2013	September 24, 2013
October 10, 2013	October 24, 2013
November 8, 2013	November 21, 2013
December 10, 2013	December 20, 2013
January 10, 2014	January 23, 2014
February 10, 2014	February 25, 2014
March 10, 2014	March 27, 2014
April 10, 2014	April 24, 2014
May 9, 2014	May 27, 2014
June 10, 2014 for May invoices	June 26, 2014
June 13, 2014 for Final Billing	TBD

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



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

The following procedures are required in submitting fiscal forms for Paid Inservice/Extended Time for OUSD employees utilizing 21st 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 21st Century and/or ASES Paid Inserivce/Extended Contracts and Time Sheets must be submitted to the OUSD After School Programs Office in order to be processed and paid. We are located at 746 Grand Ave., Lakeview Campus, room 3.
- Union Contract rate for teachers is \$23.16/hr.
- Union Contract rate for Academic Liaisons is \$30.12/hr.
- Once the Paid In-service form or Request for Extended Contract has been submitted and approved, only timesheets are required to be submitted for subsequent payments.

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

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



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

The following procedures are required in submitting fiscal forms for Extended Time and/or Overtime (ET/OT) for OUSD classified employees utilizing 21st 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 21st Century and ASES classified staff must be delivered to Oakland SUCCESS After School Programs Office in order to be processed and paid. Please see payment schedule in chart below. Forms that are submitted after the due dates listed below will be paid on the following Payroll Issue Date. We are located at 746 Grand Ave, Lakeview Campus, Room 3.
- Rate varies depending on employee's hourly rate

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

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

Exhibit H

Certificates of Insurance and Additional Insured Endorsement

INSERT HERE

After School MOU 2013-2014, Page 28 of 29



CERTIFICATE OF LIABILITY INSURANCE

7/22/2013

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

G F BROWN INS SERVICE LLC 1474 University Ave PMB# 145 Berkley, CA 94702 0F09607

NSURED

Ujimaa Foundation 835 Isabella Street Oakland, CA 94607 (510)282-2997

CONTACT Justin Brown	
PHONE (A/C, No, Ext): (510) 524-8812 [FAX (A/C, No): (510)]	524-8882
ADDRESS: gregg@gfbrownins.com	
INSURER(S) AFFORDING COVERAGE	NAIC#
INSURER A: NonProfit Insurance Alliance	Agency#0289
INSURER B: Hartford Underwriters Ins Co	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

OVERAGES CERTIFICATE NUMBER:

REVISION NUMBER:

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

R	TYPE OF INSURANCE	ADDL S	WVD	POLICY NUMBER	(MM/DD/YYYY)	(MM/DD/YYYY)	LIMITS	3
	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000 \$ 500,000
I	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	\$ 20,00
1				201328552NPO	08/06/13	08/06/14	PERSONAL & ADV INJURY	\$ 1,000,00
				GENERAL AGGREGATE	\$ 2,000,00			
	GEN'L AGGREGATE LIMIT APPLIES PER:					PRODUCTS - COMP/OP AGG	\$ 2,000,00	
_	X POLICY PRO- JECT LOC							\$
1	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,00
I	ANYAUTO	1 1			00/06/12	00/06/14	BODILY INJURY (Per person)	\$
Ì	ALLOWNED SCHEDULED AUTOS			201328552NPO	08/06/13	08/06/14	BODILY INJURY (Per accident)	\$
I	X HIRED AUTOS X AUTOS	1 1					PROPERTY DAMAGE (Per accident)	\$
ı	AUTOS AUTOS						(1 of doordorty	\$
1	X UMBRELLA LIAB X OCCUR			20/00/40	00/06/14	EACH OCCURRENCE	s 4,000,00	
	EXCESS LIAB CLAIMS-MADE			201328552UMB	08/06/13	08/06/14	AGGREGATE	s 4,000,00
	DED X RETENTION \$ 10,000							\$
1	WORKERS COMPENSATION						X WC STATU- TORY LIMITS OTH- ER	
	AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE			57WECDU5157	10/10/12	10/10/13		\$ 1,000,00
1	OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A					E.L. DISEASE - EAEMPLOYEE	\$ 1,000,00
	fyes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	s 1,000,00
	DESCRIPTION OF OPERATIONS DEIOW						10001011	-,000

ESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

ity of Oakland, its council members, directors, officers, agents, employees and rolunteers has been added as an additional insured as respects their interest may uppear.

ERTIFICATE HOLDER

Oakland Unified School District 900 High Street Oakland, California 94601 CANCELLATION

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 REPRESENTATVE

© 1988-2010 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations			
CITY OF OAKLAND, ITS COUNCIL MEMBERS, DIRECTORS, OFFICERS, EMPLOYEES AND VOLUNTEERS	Oakland Unified School District, 900 High Street, Oakland, California 94601 City of Oakland, Oakland Fund for Children and Youth 150 Frank H. Ogawa Plaza, Oakland, CA 94612			
nformation required to complete this Schedule, if not sh	own above, will be shown in the Declarations.			

- A. Section II Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
 - 1. Your acts or omissions; or
 - The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above. B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Exhibit I

Statement of Qualifications

INSERT HERE



* UJIMAA FOUNDATION *

Mission

Our mission is to instill and promote high levels of esteem in our youth through academic enhancement, enrichment activities, discipline, and culture. We believe that by providing a balance of social elements to our children, we can assist the community in raising productive members of society.

Vision

Our vision is to see every child in our community become productive members of society.

History

The Ujimaa Foundation is a collective of brothers and sisters, from all walks of faith, who have come together to build a stronger community. In doing so, we are consistently working to improve ourselves as men and women, so that we are able to act as mentors and role models for today's youth. Our organization was formed in 2006 due to increasing violence, drugs, homicides, and poor education amongst members of our community. We are based out of West Oakland which has been the location of most of our previous and active works.

In the past we conducted Marches for Unity, Peace, & Wisdom during which we distributed community informing pamphlets and conscious Hip-Hop CD's, all while drumming and reciting thought provoking poetry. We have given a series Hood Carnival(s) at



Defermery Park where children were able to participate in fun physical challenging



boys and girls (for 2 Saturdays a month).

games in exchange for educational & Afro-centric prizes. We currently have a monthly **Rites-of-Passage Hike** for boys and girls. During the hike we take youth through challenging trails and activities, during which we have 1-2 workshops or discussions

preparing these youth to become righteous men and women. We also facilitated Saturday A.C.C.E.S.S. (African Centered Curriculum Enhancing Student Success) Academy for

7-1

In 2008, we started H.O.M.E. (Helping Our Mother Earth) Recycling and Hauling, in which we do home pick-ups of recyclable items such as plastic, cans, metals,

aluminums, and paper. H.O.M.E. Recycle & Hauling (Helping Our Mother Earth): An environmental waste/recycle management and education enterprise designed to a). Help the environment b). Generate revenues to support the organizational infrastructure in becoming self-sustaining c). Educate youth and adults about the environment and the importance of being mindfully participatory in relieving it and d). Employ, (part time), young people and young adults in need of generating income. We look forward to strengthening our current projects and adding more with the help, insight, and guidance of our community.

Finally, we came to the conclusion that working within the Oakland Unified School District enabled us to have the greatest impact on our youth. In 2007, we began facilitating the after school program at Lakeview Elementary under the name Ujimaa Foundation. In 2008, we also began facilitating the after school program at West Oakland Middle School. In 2009, we officially became a 501C-3 non-profit organization and lead agency registered with Oakland Unified School District. In 2010, we began facilitating the after school program at Burckhalter Elementary. Today, we strive to continually grow as an organization while positively impacting the lives of Oakland's youth.



MEMORANDUM OF UNDERSTANDING ROUTING FORM 2013-2014

Basic Directions

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

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

- The parties of a same	- January	and the same	Age	ncy Information	A STATE OF THE STA	
Agency Name	Ujimaa F	oundation		Agency's Contact Person	Brian Pride	
Street Address	835 Isab	ella Street		Title	Executive Director	
City	Oakland	akland Telephone	Telephone	(510) 282-2997		
State	CA	Zip Code	94607	Email	blupride@ujimaafoundation.org	
OUSD Vendor N	umber	1003682				
Attachments	■ Stater ■ Progra	ment of qualification am Planning Too	tions ol and Budget	compensation insurance t appear on the Excluded P	arties List. (www.sam.gov/portal/public/Sam/	

	Co	mpensatio	n and Terms – Mi	ust be within OUS	SD Billing G	uidelines			
Anticipated Start Date	07/01/2013 Date		ate work will end	08/31/2014	Total Contract Amount Grant: \$89,450		\$89,450.00		
			Budget	Information					
Resource #	Resource I	Name	Org Ke	Org Key #		Amount	Req. #		
6010	ASES	3	105155	3401	5825	\$89,450.00	R040	R0400912	
					5825	\$			
					5825	\$			
					5825	\$			
		ALC: U	OUSD Contract C	Originator Informa	ition				
Name of OUSD Co	ntact	Car	rin Geathers	Email	C	arin.Geathers	(ousd.k12.ca.us	
Telephone		(51	0) 729-7700	Fax	(510) 729-7703				
Site/Debt Name		khalter Elementary School	Enrollment Grades		К	through	5th		
A) Pire		Арр	royal and Routing	(in order of appro	val steps)			the second second	
Services cannot be proservices were not pro-	rovided before the vided before a P	e MOU is fully O was issued.	approved and a Purch	ase Order is issued.	Signing this do	ocument affirms th	nat to your k	nowledge	
OUSD Adminis	strator verifies	that this vend	lor does not appear	on the Excluded P	arties List (htt	ps://www.sam.g	gov.portal/	public/SAM/)	
Please sign under the	appropriate col	umn.		Approved		Denied - Reaso	n	Date	
1. Site Administrato	or		(lara)	Kale				7-25-13	
2. Oakland After School Programs Office			- please -	ma				7-25-13	
3. Network or Executive Officer			Kunn					7-49-13	
4. Cabinet (CAO, C	CO, CFO, CS	O, Asst Sup)	Maria	Santon				8 6 13	
5. Board of Educati	on or Superint	endent	Qu UI	1				0713	
Procurement	Date Received		15/1					1111	