Board Office Use: Legislative File Info.						
13-0950						
5-22-13						
13-0839						
5-22-13						



memo	
То	The Board of Education
From	Tony Smith, Ph.D., Superintendent By: Maria Santos, Deputy Superintendent, Instruction, Leadership & Equity-in-Action
D	Vernon Hal, Deputy Superintendent, Business & Operations
Board Meeting Date (To be completed by Procurement)	5-22-13
Subject	Memorandum of Understanding Amendment - 1
	Oakland Leaf Oakland CA (contractor, City State)
	(site/department)
Action Requested	Approval of the Amendment to the Memorandum of Understanding between
Accion Requested	Oakland Unified School District and Oakland Leaf
	Services to be primarily provided tofor
	the period of <u>07/01/2012</u> through <u>08/31/2013</u> .
Background A one paragraph explanation of why an amendment is needed.	This amendment enables more cultural arts instruction, movement, and gardening enrichment to students. We did not have budgetary certainty that we could afford to do this at the time of the original MOU.
Discussion One paragraph summary of the amended scope of work.	Approval by Board of Education of Amendment No. 1 to the Memorandum of Understanding between the District and Oakland Leaf, Oakland, CA, for the latter to provide additional hours of services for cultural arts enrichment services to include instruction for dance and performances, and gardening at EnCompass Academy for the period of July 1, 2012 through August 31, 2013, in the amount of \$11,298.00, increasing the agreement from \$87,457.00 to a not to exceed amount of \$98,755.00.
Recommendation	Approval of the Amendment to the Memorandum of Understanding between Oakland Unified School District and Oakland Leaf
	Services to be primarily provided to 181/EnCompass Academy for the period of 07/01/2012 through 08/31/2013.
	the period of ononzorz through obolizors.
Fiscal Impact	Funding resource name (please spell out) ASES Prop 49 After school, Measure G Art exceed \$ 11,298.00
Attachments	MOU Amendment

Copy of original MOU

Board Office Use: Legi	islative File Info.
File ID Number	13-0950
Introduction Date	5-22-13
Enactment Number	13-0839
Enactment Date	5-22-13 1



Community Schools, Thriving Students

AMENDMENT NO. 1 TO MEMORANDUM OF UNDERSTANDING

The	e Oakland Unit	fied School I	District (OUSD) and	Oakland Leaf	(/	Agency) entere	ed into a Memorandun	n
	of Understa	anding (MOl	J) on <u>07/01/2012</u>	Th	e parties agree to am	end that Agree	ment as follows:	
1.	If scope of we materials, addi Agency agree The amendr school wide	ork changed tional sites to s to provide nent will en performand	: Provide the revised receive services, add the following amendable 118 hours of A ces, 50 hours of C	d scope of work ditional duties, ar ded services: African Dance apoeira instruc		expected final ritional pages as grade studen	ts culminating in s with 95% program	
2.	If term is char	nged: The to		extended by an	☐ The term of the Mo		<u>d.</u> /eeks/months), and the	е
3.	•		he compensation is <u>ur</u> anged: The MOU p			has <u>changed</u> .		
	■ Increase or	f \$ <u>11,298.00</u>	to original MO	U amount – Fun	ding Source: ASES Prop	o 49 After school	I, Measure G Art	_
	☐ Decrease	of \$	to original M0	OU amount– Fur	nding Source:			_
	The New Cum dollars (\$98,7			exceed: Ninety-	eight thousand, seven h	undred and fifty-	five	_
4.			All other provision as originally state		, and prior Amendme	ent(s) if any, sl	nall remain unchange	d
5.	Amendment	History:	I There are no prior a	mendments to the	nis MOU. 🔲 This MOU	has previously b	een amended as follows	3:
	No.	Date	Genera	al Description of	Reason for Amendment		Amount of Increase (Decrease)	
	1	/					\$ /	
				/	/		\$	
							\$	
[Approval: The signature by DAKLAND UNITED ARCHARD UNITED ARCHARD Superintender Control of the signature of t	the Board o	f Education, and/or DL DISTRICT	23 13	be made to Agency udent as their designed AGENCY Contractor Signature L. Harall Print Name, Title	angel, Ex	Ved. Approval require 430/2013 Date Lative Director	

-	C	ORD. CERTIFIC	ATE OF LIABIL	ITY INSUF	RANCE			TE (MM/DD/YYYY) 0/16/2012
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Oakland Unified School District 1025 2nd Avenue Oakland, CA 94606 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 days written notice to the certificate holder named to the left, but failure to do so shall impose no obligation or liability of any kind upon the

INSURER, ITS AGENTS OR REPRESENTATIVES.
AUTHORIZED REPRESENTATIVE

Tracy White/TRW

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Search Results

Current Search Terms: oakland* Leaf*

Your search for "Oakland* Leaf*" returned the following results...

Entity OAKLAND LEAF

DUNS: 877658828

CAGE Code: 60ZY5

View Details

Has Active Exclusion?: No

DoDAAC:

SAM | System for Award Management 1.0

Note to all Users: This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.

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Leaf Love

In this issue: Our Staff | Love Cultivating Schoolyards | Youth Roots
The Family Resource Center | Parents' Perspective | After-School Programs







Meet Our Staff

What about your work at Oakland Leaf inspires you?

"What inspires me is watching the seeds we plant grow.....feeding ourselves from our labor, seeing the youth make the connections between their work, health, and community, and seeing the youth look critically at their surrounding environment."

Matthew Linzner, Love Cultivating Schoolyards
 Program Coordinator

"What I love about my job is the sense of community I feel at ASCEND, ASW, and Oakland Leaf. There is a lot of love, care, and dedication. I am inspired by the youth and families we work with, listening to their stories, supporting them through rough times and celebrating with them during good ones.

Parents who have been part of Oakland Leaf programs are confident because they know that they have a support network. Oakland Leaf helps students become independent and learn how to create relationships with peers, staff, and their parents.

Esmeralda Meza, Family Resource
 Center Program Director

"What I love most about my job is the group of kids that I have worked with for the past four years. I started working with them when they were in second, grade and now they are fifth graders. To be a part of their learning and to grow with them is an honor and inspires me the most. Some people have their religion or their spirituality to

save them from the things that keep them down. I have these kids and for that I am thankful.

Valerie Nicholas, ASCEND Sunset
 Warriors Assistant Program Director

"I love giving back to the school where I came from. I first began doing art for political expression at Urban Promise Academy as a middle schooler. I like seeing youth use art as a form for change, to beautify their community or even their room. I also like giving them the opportunity to know they have these skills. These skills should not be hidden. Everyone should know that their art is beautiful."

Agustin Barajas, Urban Arts Graffiti
 Art Teacher



Love Cultivating Schoolyards

Love Cultivating Schoolyards (LCS) is comprised of two community gardens led by our LCS Program Coordinator and six high schoolers who participate in paid apprenticeships. As the apprentices advance in the program, they take on more responsibility and organize gardening events that support agricultural traditions and establish new sustainable food systems.

Through these apprenticeships young-adults take a leadership role to bring together and transform their community.

"I used to go to UPA. My brother works in the gardens and this summer I came in and started working in the UPA and ASCEND gardens with him. It's really fun. I love working with the little kids in the garden. We plant the plants together, get to watch them grow and then eat them. The little kids have a lot of funny things to say. You can tell the kids really like working in the garden because they come in with a smile and leave with an even bigger one. It's nice. I see them in the street and we'll stop and say hi."

- Jose Luis Rodriguez, Love Cultivating Schoolyards Apprentice



Youth Roots

In Youth Roots we often say that we are always "being" and in the process of "becoming."

"In the process of this emancipating work (last year), the Youth Roots crew realized that they had lost their connection to some of the principles that were fundamental to what Youth Roots is about. This year, we are trying to re-build

and re-energize the program. Our hope is to redesign Youth Roots in a way that keeps all significant aspects of Youth Roots, and at the same time, incorporates new components such as liberation movements from history." – Maribel Rico (Junior at Skyline High School) and Stephanie Zuñiga (Senior at Lighthouse Community Charter School) Youth Roots Interns

"In my years in education, I have never seen a program that approaches young people with so much thought, love, and respect. Programming that approaches, observes, and serves students from multiple angles is exactly what young adults need, especially those who face violence and the struggles that come from living in conditions of poverty."

 Mirella Rangel, Executive Director of Oakland Leaf





We approach health and wellness as encompassing the emotional, physical, and overall wellness of the child and family unit. We offer classes and workshops on topics such as nutrition, cooking and fitness, supporting the emotional wellness of youth, and family gardening. While we work to educate and support families, we also encourage families to be part of the solution. Parents participate in the salad bar, preparing healthy lunch options for students.

Families also volunteer for the morning Safety Patrol.

"Safety patrols reclaim our park and keep the youth safe around our community." – Susana Garcia Del Angel, Mother of Urban Promise Academy 8th Grader, Bryant

"My favorite thing about the Family Resource Center nutrition classes is learning different methods of preparing the vegetable or fruit of the month. I also like the group discussions because parents get a chance to talk about the foods their kids don't like and get ideas from other moms on how to prepare them differently. Because of the nutrition classes I am introducing more vegetables into my family's meals." — Marybell Garcia, Mother of ASCEND 2nd Grader and 6th Grader

"We regularly enjoy family lunches and potlucks, and I enjoy having this beautiful relationship with parents, students, and school staff." — Deborah Chidez, Mother of

Urban Promise Academy
7th Grader, Francisco



A Parent's Perspective

Maricela Macias and Edgar Ortega are parents of three students that attend our ASCEND Sunset Warriors after-school program. Their children are Samantha, 8th grade, Xochitl, 4th grade, and Edgar, 1st grade.

What words come to mind when you think of the ASW after-school program? Oh wow... I guess: fun, leadership, art, safety, SOMOS, caring, sports, Girls Inc., and a positive, firm foundation. What I love is that you really listen to the children when they are having problems or having a bad day. I have watched and you really take your time to help them come up with a solution and offer really great guidance.

Oakland Leaf's mission is cultivating community transformation through creative education. How is our mission related to you and your children's experiences with ASW? I can see the transformation happening, especially with my beautiful daughter, Samantha. She has become increasingly comfortable with speaking up for herself and others. It does not matter if she needs to speak with adults or other students. Her confidence has increased. She is also making better choices. That can be really difficult to do while in middle school. I am proud of her. Basically, the ASVV program helps my children transform themselves to become better people. I know that these experiences will stay with them for the rest of their lives.

Rise and Shine, Family Literacy

Rise and Shine gives families the opportunity to read aloud as a community before and after school. Participants get a healthy snack and a free book to take home. 80% of parents regularly participate.

"I'm a good reader. I love reading!" - ASCEND 1st Grader

"Rise and Shine gives me the chance to read with my daughter in her classroom, with her friends and her friends' parents. Rise and Shine has increased my daughter's confidence and interest in reading. Nadia looks forward to Rise and Shine. We missed it one time this year and she got really mad at me. She will never let me forget it. I love Rise and Shine and really wish the program continued past first grade."—Angeles, Mother of ASCEND 1st, Groder Nodia

"Reading is my favorite thing to do. I like
Rise and Shine because it's more fun to read with my friends
than at home. My favorite books are The Giving Tree and
Monster Math. We read The Giving Tree over and over."

— Nadia, ASCEND 1st Grader



www.oaklandleaf.org | 510 564.4334 7700 Edgewater Drive, Suite 818 Oakland, CA 94621-3030



Urban Arts and ASCEND Sunset Warriors

Oakland Leaf runs two very successful after-school programs, one at Urban Promise Academy (UPA), the other at ASCEND. Our after-school programs provide a continuum of services to ensure that our students achieve academically as they develop into thoughtful, creative adults. Our programs focus heavily on cultivating wonderment and curiosity. They offer a safe environment for exploration and critical thinking. At our after-school programs staff, students, interns, and families interact and learn from each other.

"I teach Martial Arts and Girl Power at UPA. My favorite thing about teaching martial arts is that the students can use it to overcome real problems like bullying and self-defense. The energy and growth of my students inspires me. In my Girl Power class the students pick issues they want to address, like unhealthy relationships and jealousy. We work through these issues together as a group. Last week in Girl Power we focused on jealousy regarding friendships. After the class one student came up to me and told me that she was having problems with one of her friends – she felt left out. She said that she talked to her friend using the language we discussed in class and that her friend apologized to her for not being a good friend. My student just wanted to thank me for my help."

- Gina Rossi, Urban Arts Teacher and Administrative Assistant



What is your favorite thing about the after-school program?

"I like the program because it's fun and helps me try new things." — Monica, ASCEND 2nd Grader

"I like the 3-D class because I get to learn how to do animation stuff, like make things pop out." – ASCEND 3rd Grader

"I like that everybody is treated the same and it's fun." - ASCEND 4th Grader

"I like homework class because it helps me, we work together and my grades are better" - ASCEND 4th Grader

Thank you to our supporters who make all of this possible!



MEMORANDUM OF UNDERSTANDING 2012-1013 AMENDMENT ROUTING FORM

Basic Directions

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

1. Age 2. Age 3. If th	ency and O ency and O e MOU tot	USD contract USD contract al amount has	originator cor increased, O	ich agreemen nplete an MO USD contract	t on modificat U amendmen t originator cre or approval w	t togethe eates ne	er. w requisiti		ition.
\	When the I	MOU amendm	ent is approve	ed, Procureme	ent will add ad	dditional	funds to t	he original Purchas	e Order.
The Legal De	epartment	must review a	nd approve a	ll amend m ent	s that do not u	use the (OUSD tem	plate MOU Amend	ment form.
				Agency	y Informatio	n			11 20
Agency Na	me	Oakland Lea	f		Agency's C	Contact	Person	Mirella Rangel	
Street Addr	ess	7700 Edgewa	ater, Ste 818		Title			Executive Director	
City	Oakland		State	CA	Telephone	,		(510) 564-4334	
Zip Code	94621		D Vendor No		i001624		Email	mirella.rangel@oa	klandleaf.org
Attachment	s 🔳 A	mended Sco additional co ave met the	ppe of work (onsultants wi ingerprinting	Not Require ill be working g/Backgrour	g on site, atta nd Investigat	nent is c ach age ion and	enly for a ency lette have a r	change in the fur r verifying additio negative tuberculo	nal consultants
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Amended Mo	OU Amour	nt \$ 11,	298.00		New Requis	sition Nu	mber	R0311634	
New Total M	OU Amou	nt \$ 98,	755.00					12/2007	
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Board Office Use: Le	gislative File Info.
File ID Number	12-1974
Introduction Date	8/1/12
Enactment Number	12-2047
Enactment Date	8/1/120



Community Schools, Thriving Students

Memo

To

From

Subject

Board of Education

fony Smith, Ph.D., Superintendent

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

Equity-in-Action

Vernon Hal, Deputy Superintendent, Business & Operations

Board Meeting Date (To be completed by Procurement)

August 15, 2012

Memorandum of Understanding - Oakland Leaf (contractor) - 181/EnCompass

Academy (site/department)

Action Requested

Approval of Memorandum of Understanding between Oakland Unified School District and Oakland Leaf. Services to be primarily provided to EnCompass

Academy for the period of July 1, 2012 through August 31, 2013.

Education Code (EC) sections 8482 through 8484.6.

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

Discussion
One paragraph
summary of the
scope of work.

Approval by Board of Education of a Memorandum of Understanding between the District and Oakland Leaf, Oakland, CA, for the latter to provide services as lead agency to provide program coordination, math intervention, homework support, student supervision and a variety of enrichment services for EnCompass Academy's comprehensive After School Program in the capacity of the After School Education and Safety (ASES) Grant for the period of July 1, 2012 through August 31, 2013, in the amount of \$87,457.00.

Recommendation

Approval of Memorandum of Understanding between Oakland Unified School District and Oakland Leaf. Services to be primarily provided to 181/EnCompass Academy for the period of July 1, 2012 through August 31, 2013.

Fiscal Impact

Funding resource name (please spell out) 6010/After School Education and Safety (ASES) Grant in the amount of \$87,457.00.

Attachments

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

Memorandum of Understanding 2012-2013 Between Oakland Unified School District and Oakland Leaf

1.	Intent. This Memorandum of Understanding ("MOU") establishes the Oakland Unified Scho ("OUSD") intent to contract with Oakland Leaf	ol Distric	ct's
	("AGENCY") to serve as the lead agency to provide after-school and/or summer educational and to serve a sufficient number of students and run services for a sufficient number of days	l prograr to earn t under t	the
	following grants:		

- After School Education and Safety Program ("ASESP")
- California Department of Education ("CDE") 21st Century Community Learning Center ("21st CCLC")
- Oakland Fund for Children and Youth This MOU will also outline services provided on OUSD school grounds through the Oakland Fund for Children and Youth ("OFCY") After-School Initiative funds that shall be utilized as matching funds to CDE ASESP and 21st CCLC funds.
- Private grants
- 2. **Term of MOU.** The term of this MOU shall be July 1, 2012 to August 31, 2013 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 181/EnCompass Academy is \$87,457.00 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 2012-2013")
 - 4.2.1. Reconciliation Process for Positive Attendance Based Grant Funds. OUSD will adjust the payment of the "positive attendance based" grants based on quarterly review of monthly invoices and attendance for services rendered related to the ASESP, 21ST CCLC (Core Grant) for any adjustments resulting from the reconciliation of the attendance reports for that quarter's months. The attendance reconciliation process will assess the program's performance with respect to the required compliance with the grant mandated attendance rates. Based on the

review, financial adjustments of additional payment or additional withholding will be made. Any remaining balance(s) will be forwarded to AGENCY or OUSD. Any adjustment required in excess of the withholding will necessitate additional adjustments to future invoices and payments.

- 4.2.2. Administrative Charges and Reconciliation. Reconciliation process for positive attendance based grants must factor in the subtraction of administrative and other OUSD central charges, as outlined in section 4.3, from any grant amounts earned through attendance (OUSD indirect, custodial, evaluation, and After School Programs Office administrative and training/technical assistance fees).
- 4.3. OUSD Administrative Fees. OUSD shall charge and withhold up to 14% from the overall 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 2012-2013 and will not exceed \$87,457.00 in accordance with **Exhibit B** ("ASESP/21st CCLC Planning Tool/Comprehensive After School Program Budget for AGENCY 2012-13").
- 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.
- Program Fees. The intent of the ASESP and 21st CCLC programs is to establish local programs 4.7. 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 181/EnCompass Academy will be responsible for operations and management of the ASESP, 21st CCLC, OFCY, and private grants contracted to AGENCY by OUSD for fiscal year 2012-2013. 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 (CSSP). AGENCY will ensure the after school program aligns with OUSD and 181/EnCompass Academy 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 1st through 5th grade students at 181/EnCompass Academy, to serve sufficient number of students and run services for a sufficient number of days to earn the full core grant allocation of funding.

5.4. Program Requirements

- 5.4.1. **Program Hours.** The program shall be offered Monday through Friday, every regular school day annually, commencing immediately upon the conclusion of the regular school day, operating a minimum of 15 hours/week, and until 6:00 pm daily. Instructional activities must include a balance of both academic and enrichment/recreation components.
- 5.4.2. **Program Days.** The program shall be offered a minimum of 177 180 days during the 2012 2013 school year. AGENCY will close the ASESP and 21st CCLC program no more than a maximum of 3 days in the 2012-13 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 181/EnCompass Academy . AGENCY acknowledges and agrees to provide programming consistent with grant guidelines including, but not limited to:
 - Educational and Literacy. An educational and literacy element that must provide tutoring
 and/or homework assistance designed to help students meet state standards in one or more
 of the following core academic subjects: reading/language arts, mathematics, history and
 social studies, or science. A broad range of activities may be implemented based on local
 student needs and interests.

- Enrichment. The enrichment element must offer an array of additional services, programs
 and activities that reinforce and complement the school's academic program. Enrichment
 may include but is not limited to arts, youth development, leadership, recreation, sports,
 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 181/EnCompass Academy
 - OUSD After School Programs Office
 - OUSD central administration departments
 - Parents/Guardians
 - Youth
 - Community organizations and public agencies
- 5.9. Licenses. AGENCY shall obtain and keep in force all licenses, permits, and certificates necessary for the performance of this Agreement.
- 6. Field Trip Policy. FIELD TRIPS, OFF SITE EVENTS AND OFF SITE ACTIVITIES:
 - AGENCY shall provide each Site Administrator and the OUSD After School Programs Office
 with a schedule of all after school program field trips and/or off site events and/or off site
 activities by the first day of each semester, and a schedule of all summer field trips and/or off
 site events and activities by the first day of the summer program, if AGENCY is providing
 summer services (Exhibit D)
 - AGENCY hereby certifies that after school and summer program staff and/or subcontractors will comply with the following procedures for all field trips, off site events and off site activities:
 - 6.1. Licenses Permission Slips/Acknowledgement. Field trip/excursion permission slip must be signed by parent(s)/guardian(s) of all student participants and an acknowledgement must be signed by all adult chaperones both of which shall include the following information:
 - 6.1.1. a full description of the trip and scheduled activities
 - 6.1.2. student/adult participant health information
 - 6.1.3. "Notice of Waiver of All Claims: Education Code § 35330 provides that all persons making a field trip or excursion shall be deemed to have waived all claims against any school district, charter school, or the State of California for injury, accident, illness or death occurring during or by reason of the field trip or excursion, regardless of who holds the claims. If the field trip or excursion to which this permission slip applies is out-of-state, I hereby knowingly waive all of my and my daughter's/son's/ward's claims against any school district, charter school, and/or the State of California for injury, accident, illness or death occurring during or by reason of the out-of state field trip or excursion."
 - 6.2. After school and summer program staff or subcontractors leading trip must have a written list of students attending trip.
 - 6.3. No student shall be prevented from making a trip due to lack of sufficient funds.
 - 6.4. After school and summer program staff or subcontractors leading trip shall have a sufficient first aid kit in his or her possession or immediately available. If the trip is conducted in areas known to be infested with poisonous snakes, this first aid kit shall contain medically accepted snakebite remedies.
 - 6.5. Health Conditions/Medication: Trip participant health information will be gathered and reviewed in advance of trip and any needed revisions to supervision plan made, including making sure that chaperones understand relevant information (e.g., food allergies). A plan will be developed to collect, secure, and dispense prescription medications from their original containers only and consistent with physician's instructions.

6.6. Supervision

- 6.6.1. AGENCY Executive Director must review and approve supervision plan.
- 6.6.2. Trip as structured is appropriate to age, grade level and course of study.
- 6.6.3. Chaperones are all AGENCY employees or subcontractors, parent(s)/guardian(s), or other authorized chaperones and are 21 or older. After School and Summer Program Coordinators and lead trip staff are satisfied that all chaperones are willing and able to perform required 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 (e.g., 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).
- Transportation Requirements: The after school and summer program or subcontractors shall ensure compliance with all state laws and may transport by the use of its own equipment, contract to provide transportation or arrange transportation by the use of other equipment to enrolled after school and summer participants provided that: (A) parent/guardians' written permission has been obtained in advance; (B) After School Program Coordinator and/or Summer Program Coordinator has confirmed that: transportation arrangements are safe and appropriate; (C) all drivers have valid California driver's license; (D) all drivers have received fingerprint clearance; (E) provided that such transport is covered under driver or registered owner's personal automobile insurance or AGENCY automobile liability insurance policy for at least \$100,000 per individual and \$300,000 per occurrence for liability for bodily injury; and \$50,000 per occurrence for liability for property damage; (F) all drivers and registered owners of private or rented vehicles used shall complete and sign declaration of driver forms assuring that: (i) the driver is at least 21 years of age and holds a current valid California driver's license;(ii) the driver has not been convicted of reckless driving or driving under the influence of drugs or alcohol within the past five years; and (iii) the driver provides proof of sufficient insurance; (G) if after school or summer program arranges and/or contracts with a third party to provide this transportation, the organization or company with whom they contract must be licensed as a transportation provider, be certified to transport students (e.g., School Pupil Activity Bus certification) and have at least \$5,000,000 automobile and \$1,000,000 General Liability insurance; (H) arrangements have been made for additional vehicle for use in event of illness or emergency; (I) students receive instruction in safe conduct on bus or other transport; and, (J) drivers shall receive safety and emergency instructions and information which shall be kept in their vehicle, including health and emergency information for each student riding in his/her vehicle.

- 6.8. AGENCY must have reasonable confirmation that all organizations involved in the trip have demonstrated expertise and exhibit reasonably safe and reputable operating procedures and business practices appropriate to student trips.
- 6.9. Vendor is licensed to provide all proposed activities.
- 6.10. Voluntary Student Accident Insurance must be <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 (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 quardian 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 2012-2013. 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 2012-13 not to exceed \$87,457.00 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 2012-13 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. Prior to the removal or change of any AGENCY staff member who is a regular part of the after school program, AGENCY shall inform the Site Administrator with as much notice as possible, and will work with the Site Administrator to ensure a smooth transition in staffing.
- 11.4. Conflict of Interest. AGENCY shall abide by and be subject to all applicable OUSD policies, regulations, statutes or other laws regarding conflict of interest. AGENCY shall not hire any officer or employee of OUSD to perform any service by this Agreement. AGENCY affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between AGENCY's family, business or financial interest and the services provided under this MOU, and in the event of change in either private interest or services under this MOU, any question regarding possible conflict of interest which may arise as a result of such change will be brought to OUSD's attention in writing.
- 11.5. **Drug-Free / Smoke Free Policy.** AGENCY understands that OUSD does not permit drugs, alcohol, and/or smoking at any time in any buildings and/or grounds on OUSD property. AGENCY agrees to adhere to this policy for its students, staff, visitors, employees and or subcontractors.
- 11.6. Anti-Discrimination. Consistent with the policy of OUSD in connection with all work performed under Contracts, AGENCY shall not engage in unlawful discrimination in employment on the basis of actual or perceived race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex or sexual orientation. AGENCY agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and OUSD policy. In addition, AGENCY agrees to require like compliance by all its subcontractor(s).
- 12. Indemnification. AGENCY shall indemnify, hold harmless and defend OUSD and each of its officers, officials, employees, volunteers and agents from any loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at

any time and property damage) incurred by OUSD, AGENCY or any other person and from any claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of performance of this MOU. AGENCY's obligations under the preceding sentence shall apply jointly and severally regardless of whether OUSD or any of its officers, officials, employees, volunteers or agents are actively or passively negligent, but shall not apply to any loss of liability, fines, penalties, forfeitures, costs or damages caused solely by the active negligence or by the willful misconduct of OUSD. If AGENCY 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 prospective primary participant 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.epls.gov/epls/search.do)

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

OAKLAND UNIFIED SCHOOL DISTRICT	AGENCY	
12 12 12		6/22/2012
President, Board of Education	Agency Director Signature	Date
Secretary Date	Print Name, Title	rector
Secretary Board of Education	Attachments:	
1/ - 1	 Exhibit A. Attendance Re 	porting Schedule
Cutus Sanky	 Exhibit B. Planning Tool/ 	Comprehensive After
Associate Superintendent Date	School Program Budget	
Family, School, and Community Partnerships Dept.	 Exhibit C. Enrollment Page 	cket, including Early
mostrand 6-19-12	Release Waiver • Exhibit D. List of Anticipa	ted Field Trips, Off Site
Principal // Date	Events and Off Site Activit	ies
MATE TIPLE	 Exhibit E. Waiver for use District Bodies of Water (S Shoreline Parks and Lake) 	
Regional Executive Officer / Date	 Exhibit F. Invoicing and S 	
V	• Exhibit G. Fiscal Procedu	
MOU template approved by Legal May, 2012	 Exhibit H. Certificates of 	Insurance

Exhibit I. Statement of Qualifications

LEGISLATIVE FILE

File ID Number | 2-1974 |
Introduction Date | 8/1/12 |
Enactment Number | 12-2047 |
Enactment Date | 8/1/12 | 05

Exhibit A

ATTENDANCE REPORTING SCHEDULE

After Sci	fied School District hool Programs Reporting Schedule
Monthly Attendance Period	Deadline to Input Attendance Data into Cityspan
July 1 – July 31, 2012	August 6, 2012
August 1 - August 30, 2012	September 4, 2012
September 1-30, 2012	October 1, 2012
October 1-30, 2012	November 5, 2012
November 1-30, 20112	December 3, 2012
December 1-31, 2012	January 7, 2013
January 1-31, 2013	February 4, 2013
February 1-28, 2013	March 4, 2013
March 1-31, 2013	April 2, 2013
April 1-30, 2013	May 6, 2013
May 1-31, 2013	June 3, 2013
June 1-30, 2013	July 1, 2013

Exhibit B

ASES AND 21ST CCLC AFTER SCHOOL PROGRAM PLAN AND AFTER SCHOOL BUDGET PLANNING SPREADSHEET

(Template distributed separately)

INSERT HERE

OUSD After School Programs

hool Education and Safety (ASES) and 21st Century Community Learning Center (21st CCLC) Grants

ASES and 21st CCLC After School Program Plan Elementary & Middle Schools 2012 - 2013

nformation

Academy Date: 5/23/12

Lead Agency Signature

nator Name (if known at this time): Ayodele Kinchen

Alignment with Community School Strategic Site Plan (CSSSP)

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

nd Literacy Across the Curriculum

, Engineering, and Mathematics (STEM)

ways Pre-K to 12

Workforce

its through Targeted Approaches

uding Meaningful Student Engagement)

Time

c Absence (Attendance)

d Leadership

Engagement

Il Practices

of the After School Program and intended impacts for participating students.

ntervention in ELA and math to assist the program to increase 1st-5th grade students by 1.5 lexile levels nts on the SRI benchmarks.

rogram helps students build resiliency through participation in an inclusive and caring community that s, leadership, and career awareness through enrichment programming.

mentary school should be exposed to an array of college and career opportunities, while understanding etween a job and a career and the educational paths one can take. Students should acquire college y college-going vocabulary, cultivate the belief in the college dream, internalize the power of setting and

vellness that supports our children to their fullest potential.

Strategic Activities: What after school strategic activities will upport the desired outcomes?	Outcomes of Strategic Activities: What short-term outcomes will you expect from your efforts by the end of the school year?	Data used to asset the strategic activities: What data will be collected to measure these outcomes?
ENRICHMENT OPPORTUNITIES Students (with the guidance of their parents/guardians) can choose to participate in many enrichment classes. Enrichment opportunities include	5% of the after school students', attendance will increases due to their participation in the after school program. Roughly 10 students will increase their attendance to 95% or more.	Our after-school program will be in communication with the regular school day to support any

engaging classes in visual/performing arts, sports/recreation, and leadership and empowerment. ACADEMIC Intervention and Support Each student enrolled receives academic support. Our Academic mentors not only provide students with homework assistance but also prepare students for thinking about college and beyond while also focusing on life skills. Oakland Leaf Foundation will collaborate with the Family Resource center to engage	-Recruitment and referrals to the after school program will depend upon staff recommendation for students due to academic or social development. Included in the criteria for student referrals is student's truancy rate. -Academic Liaison and school administration will inform the after school program director and administration when students are struggling with	students who may be in danger of being truant. Data compiled by Public Profit.
families. Increase college and career readiness / awareness with students	their attendance. Students can name 3 colleges and 3 careers that they have interest in, and are able to state pros and cons for each given their interests	Student written reflection/interviews
Mind We build self-confidence in individuals, provide students and families with the tools to better manage their stress, and utilize practices that promote peace-full individuals and communities. We utilize educational techniques aimed at restoration. We work to repair harm caused by the violence our students, families, and staff face in their daily lives.	All students will have additional adults that have meaningful relationships. All students will have the opportunity to engage in physical activities in the afterschool program. All students will have the opportunity to participate in art activities that are culturally	Schedule of classes, and OUSD and OFCY survey. We are working on establishing an internal survey to measure more specific metrics.

Body Our after-school programs, family resource center and community gardens foster environmental awareness and stewardship, nutrition, fitness, food justice, and indigenous land cultivation practices. We offer hands-on cooking and nutrition classes and our community gardens provide access to fresh, locally grown produce. Spirit We reclaim ritual, ceremonies, and celebrations practiced by people of the first nations and encourage youth and family reconnection to the land.

del and Lead Agency Selection

operate the following program model:

l: voluntary program open to all students, with enrollment priorities targeting certain students additional class periods added to the bell schedule during after school hours for students of a particular grade chool

ination of some extended day and some traditional after school programming

e for Selection of Lead Agency

Lead Agency partner will support the school's plans for Full Service Community School development. Note: If 1, site is considered to be the Lead Agency. In this case, describe how the hired After School Site Coordinator will CS development.)

community transformation through creative education. Leaf programs place a premium on values and pung people. Leaf's programmatic goal is to cultivate a generation of youth leaders who, through rams as students, artists, athletes, evaluators and, eventually, educators and community change-makers, y skills and perspectives to take ownership of, and leadership for their community. In regards to Oakland ces, standards of excellence and achievement are applied to Academic offerings and Enrichment if is committed to the students' academic achievement and success, along with broader youth its effort, they provide targeted academic interventions

ir strength and beauty from the interweaving of four essential strands: social justice, urban ecology, d the arts. Leaf programs include: Oakland Peace Camp, a summer program serving 90 youth annually; ool programs ASCEND Sunset Warriors, Think College Now, International Community School, EnCompass s; UPA Family Resource Center, Youth Roots, a year-round leadership and action program for 25-30 high -Oakland Talent Show, an annual youth performance exhibition/fundraiser, and Love Cultivating School ing apprenticeship program for high schoolers.

pass Academy are dedicated to educating children who achieve excellence in developing an active, I mind; a healthy and physically-fit body; a centered spirit; and just, caring, and courageous self-conduct.

E, PROGRAM DATES, AND PROGRAM SCHEDULE

iance and meet minimum funding requirements, the after school program must commence immediately upon the y and operate at least until 6pm on every regular school day for elementary and middle schools. (EC 8483)

ys your program will operate during School Year 2012-2013:	180 days required*
ce during School Year 2012-2013:	93

as an attachment, using the standard program schedule template.

o close for a maximum of 3 of these days during the school year for professional development

er a range of academic supports including:

2) Skill-Building 3) Homework Support 4) Tutoring

y include computer lab, library exploration, project-based learning, coordination with SES tutoring.

be aligned with school goals and support specific student achievement needs defined by the school. Activities should be based legies aligned with the regular school day program.

port	CSSSP goal(s) or school need supported by activity	Measurable Outcomes	Description of program/acti vity	Instructional Strategies
upport	 At least 65% are in P/A in ELA MOY move all cohort- 	Our purpose is to assist 1 st graders who are FB or FBB to reach level I in DIBELS Next by end of 1 st grade.	Academic Intervention	FBB/BB: SCRIPPS ELA Reading Intervention will focus on phonics and fluency. Reading Assistant Online Learning Provider assists Students with fluency development.
matched students up from Basic in ELA MOY benchmark,			I-Ready ELA Online Learning Provider will provide differentiated ELA lessons and embedded assessments.	
upport	w/a focus on Af Am	FB / FBB students will grow 1.5	Academic	FBB/BB: 1) Reading Assistant Online Learning

:ervntn	and ELL students 3) Each grade level will move 10 FBB/BB	lexile levels in reading by the end of the year. 65% of Basic students will move	Intervention	Provider tutors students using adaptive technology to assist Students with fluency development. 20 min, 2x/week
upport	students out by MOY ELA w/a focus on Af Am and ELL students	into proficient/ advanced by mid-year benchmark Proficient/Advanced students will read and provide written response to at least 2 nonfiction articles per week and increase by at least 1 lexile level per year.	Academic Intervention	2) Fast Forward Learning a computer based program to assist students in rewiring their brains for greater comprehension. 5 -30 mir session/week for 12 weeks. BASIC: I-Ready ELA Online Learning Provider will provide differentiated ELA standards-based lessons and embedded assessments.
upport	4) Each class will have at least 97% attendance/wk		Academic Intervention	
upport			Academic Intervention	All: Achieve3000 Nonfiction Reading program will provide online articles specific to child's lexile level and then assess their comprehension. We will have students focus on science articles and list any new college or career mentioned in readings in their college and career log.
				When students are not on the computer rotation, they are working on their homework and reading leveled chapter books, on which they can later test themselves on Accelerated Reader. 10 students can use the computer at a time in classrooms.

T & PHYSICAL ACTIVITY / RECREATION

hysical activity/recreation are required components of the ASES and 21st Century grants. Enrichment activities should provide ity to apply their classroom learning in a real, hands-on way. Enrichment activities should intentionally and creatively build success in school and in life. Enrichment activities often support school goals for health and wellness, positive school climate, pagement.

ent.			
CSSSP goal(s) or school need supported by activity	Brief Description	Targeted Skills	Measurable Outcome
Teach children to develop an eye for seeing beauty and sweetness in their surroundings so that they can always find hope and meaning amidst struggle.	Students learn an array of different music genres.	☐ College/Career Readiness ☐ Social Skills/Conflict Res. ☑ Leadership ☐ Academic (specify) ☐ Health/Fitness ☐ Other (specify): Music	Students will perform in a Winter and Spring showcase songs that inspire and support building hope amidst struggle. Students will name 3 careers in music and areas of study that can get you there.
We will develop character traits and teach children to use positive self-talk, practice self-advocacy, and to persevere by seeking out resources to reach their goals.	Students develop self-esteem, self- worth, community awareness and leadership skills.	☐ College/Career Readiness ☑ Social Skills/Conflict Res. ☑ Leadership ☐ Academic (specify) ☑ Health/Fitness ☑ Other (specify): Music and movement	Students will perform in a Winter and Spring showcase and use chants that supports positive self-talk and perseverance.
Students will develop cooking skills from a green perspective. Students will compost items, get vegetables from the garden and learn the importance of taking care of Mother Earth.	Students will focus on gardening, composting, recycling, and cooking.	✓ College/Career Readiness ☐ Social Skills/Conflict Res. ☑ Leadership ☑ Academic (specify): Science ☑ Health/Fitness ☐ Other (specify):	 Students will be producing weekly recycling, composting, and basic cooking for the community. Students will be able to name 3 examples of having a Green career.
To reach children at the root of their blocks/potential, we will employ relationships, brain-based research, technology, the arts, and movement.	Students will learn basic drama genre.	☐ College/Career Readiness☐ Social Skills/Conflict Res.☐ Leadership☐ Academic (specify):☐ Health/Fitness☐ Other (specify): Art	 Students will develop dance skills to perform in showcase. Students will learn about dance careers and areas of study that can get you there.
	CSSSP goal(s) or school need supported by activity Teach children to develop an eye for seeing beauty and sweetness in their surroundings so that they can always find hope and meaning amidst struggle. We will develop character traits and teach children to use positive self-talk, practice self-advocacy, and to persevere by seeking out resources to reach their goals. Students will develop cooking skills from a green perspective. Students will compost items, get vegetables from the garden and learn the importance of taking care of Mother Earth. To reach children at the root of their blocks/potential, we will employ relationships, brain-based research, technology, the arts, and	CSSSP goal(s) or school need supported by activity Teach children to develop an eye for seeing beauty and sweetness in their surroundings so that they can always find hope and meaning amidst struggle. We will develop character traits and teach children to use positive self-talk, practice self-advocacy, and to persevere by seeking out resources to reach their goals. Students will develop cooking skills from a green perspective. Students will compost items, get vegetables from the garden and learn the importance of taking care of Mother Earth. To reach children at the root of their blocks/potential, we will employ relationships, brain-based research, technology, the arts, and	CSSSP goal(s) or school need supported by activity Teach children to develop an eye for seeing beauty and sweetness in their surroundings so that they can always find hope and meaning amidst struggle. We will develop character traits and teach children to use positive self-talk, practice self-advocacy, and to persevere by seeking out resources to reach their goals. Students will develop cooking skills from a green perspective. Students will compost items, get vegetables from the garden and learn the importance of taking care of Mother Earth. To reach children at the root of their blocks/potential, we will employ relationships, brain-based research, technology, the arts, and Students learn an array of different music genres. Students learn an array of different music genres. Students learn an array of different music genres. Students develop

entified ntified ntified ecify)	*Students will develop college and career awareness. *Our children will use appropriate words and behaviors to get their needs	Students will learn typing, grades 2-5.	 ✓ College/Career Readiness ☐ Social Sk /Conflict Res. ☐ Leadership ☐ Academic (specify): ☐ Health/Fitness ☐ Other (specify): Compute 	1. Students can name 3 colleges and 3 careers that they have interest in, and are able to state pros and cons for each given their interests.
	met in Culture of Power.			2. Establish goal setting practices in grades 4-5. 5th graders will identify a 5-year plan, including 20 college-going vocabulary words relevant for High School planning.

AGEMENT / FAMILY LITERACY

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

f component of all 21st Century after school programs. Family literacy services support the educational goals of adult family resources and services, and increase their ability to support their student's learning and development.

al(s) or school need d by activity	Brief Description	Measurable Outcome	Alignment with school day family engagement / family literacy efforts or resources
we engage with t is an opportunity to understand the dev't ildren in school, id how our school teach to the whole ain access and to the educational general. school program helps puild resiliency through ion in an inclusive and nmunity that develops leadership, and career	Students will display and perform after school work to families and the community.	Students exhibit after school work in front of families and community members.	Joint event with day program, focusing n Showcasing learning through oral, written presentations or through performance.
	Day staff, ASP staff, and families work together to develop a plan of action for students who are in need of extra behavioral or academic support.	Student behavior and academic success monitor every benchmark and progress assessments every 6 weeks.	SSTs are a time for family members to share relevant developmental history of the child so that all adults can work coherently on behalf of the child. The family member also learns about child's relevant behavior and performance in day and after school to gain insight into their child's challenge areas and strengths
s through enrichment ning.	Students are honored for their academic/attendance/ behavioral successes	75% attendance at event	Students recognized for behavior are vetted for consistency in both day and EnCAS time.
ter school program to 10 students in grades 1- inciples of youth ent	Families of EnCas (new and returning) must attend annual orientation	95% attendance target	EnCAS program policies and procedures reinforce Day program culture.

earning Pilot will help iterested families with get OTX computers let connection through to that students can the learning through widers used during the Workshop shows sets family member to access the program for their own level of reading, and to monitor their students' progress so that they may encourage targeted review with their students 60% of workshop attendees will sign on to achieve3000 weekly. ELA-based Online Content providers such as Achieve3000 will used by all 2-5th grade students during the day at least 2x/week.

ence Action Plan

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

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

egies that after school programs can implement in partnership with the school day, in order to promote positive attendance, amilies who are struggling with attendance. Select *at least two* of the following strategies below, and identify specific action. Il implement for each strategy.

to Support Attendance	Action Steps		
ne needs of students who are at risk of	Work with the day program/admin/principal to identify candidates for afterschool program with chronic school absentee history		
the importance of attendance and p each other get their students to	Communicate to parents attendance guidelines during orientations and reiterate in parental newsletters/public postings/1:1 parent mtgs.		
oor program attendance and reach out attendance could be improved.	Properly/Promptly track attendance records and disclose to parents when a student is at risk of being dismissed from program due to lack of attendance		
lance and/or offer meaningful reward students for attending our	Train/Support/Provide for Teachers to offer weekly incentives for students with good attendance. Honor students in monthly afterschool assemblies Honors Night.		

on with Other Service Providers	
unity School model, the school become	s a hub of services where various types of service providers come together,
dinate their efforts to meet the holistic	
rdinator or Director will actively le following school group(s), in order to een after school and school day	☑ COST team (Coordination of Services Team)
ners whom you will actively collaborate pals of your program.	EOYDC — East Oakland Youth Development Center Wright Counseling Institute Junyo/Rogers Family Foundation for Blended Learning Pilot Destiny Arts
oviders and support personnel at your logist, School Based Health Center nealth therapist, school nurse, parent vill actively collaborate with to your program.	Academic Liaison, Teacher on Special Assignment/Interventions Coordinator, Family Involvement Coordinator Wright Counseling Institute

2012-13 After School Enrollment Policy for EnCompass Academy

ict-wide guidelines for Target Population and Enrollment in ASES and 21st Century After School Programs. Within ol will create a site-specific After School Enrollment Policy that will be made public to the school community through

vill be included in After School Enrollment Packet and program materials.

vill be discussed at after school parent orientation/meetings.

vill be shared with school faculty.

be targeted student populations in order of priority. Specify data that will inform student selection.)

on(s)	Specific Data to Inform Selection of Program Participants	(High School Only) Indicate if participation is Optional or Mandatory for each target population
ipants are tudents and absences or	MClass, Dibels	
ticipants are tudents and absences or	CST, Benchmark ELA, SRI, attendance	

programming: 1st-5th

LC grants require that programs are open to all students of the school, if space remains after outreach is done to imple, if program slots remain open after you have reached out to fill slots with target populations identified above, ot a kindergarten family that desires program services, even if your program prioritizes students in grades 1-5.)

nool programs are heterogeneous and include several target populations.

utilize a first come-first serve process for enrolling students; sites should establish priorities for participation. ded to help close the achievement gap by serving a variety of students with academic and other needs.

After School Safety and Emergency Planning for 2012-13

Emergency Planning

imergency Plan that incorporates the After School Program?

plans to ensure student and staff safety should an incident of violence or other crisis/emergency occur on is during after school hours:

that site will provide after school staff on safety procedures, including lockdown procedures and s for crisis response.

te with Day Faculty in All-Campus training for Campus Disaster Preparedness Drill.

rdinator have reviewed the OUSD After School Emergency/Crisis 1st Level Response Notification Protocol.

gram have access to facility keys for all areas where after school programming occurs?

hool campus will be secured if crisis should occur during after school hours and if lockdown is necessary:

5O who can accommodate after school related work as part of their regular salary. time/Over time (ET/OT) to accommodate an after school SSO.

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

ature

Lead Agency Signature:

12-13 Assurances for Grant Compliance and After School Alignment with School Day

representative (ie. Program Director and/or Site Coordinator) will review and discuss each assurance below, and initial agreement. Attached separately are the following documents referenced below: 1) Grant Assurances signed by fter School MOU template, and 3) Academic Liaison Role Description.

gency als	2012 – 13 Assurances for Grant Compliance and After School Alignment with School Day
	Site Administrator and Lead Agency Director/Site Coordinator have reviewed the CA Dept of Education's ASES and/or 21st Century Grant Assurances, and understand mandated grant compliance elements.
	Site Administrator and Lead Agency Director have reviewed the Lead Agency After School MOU together, and agree to the requirements outlined in the MOU for the lead agency partner.
	Site Administrator will meet regularly with Site Coordinator to ensure program is meeting identified goals.
5	Site will share student outcome data to better refine program (Attendance data, EduSoft, Report Cards, IEP's, etc).
	Site Administrator and lead agency rep/site coordinator have reviewed the Academic Liaison role description. Site will identify a certificated, qualified individual to serve as the program's Academic Liaison and to fulfill all responsibilities outlined in the role description.
	Site will invite Site Coordinator and appropriate after school staff to participate in school day meetings and professional development opportunities, in order to ensure consistency in standards of teaching and learning and positive school climate.
	Site will invite Site Coordinator to participate on SSC, COST, SST, and CSSSP team to ensure coordination of services.
	Site will coordinate the use of facilities and site level resources in support of program goals.
	Site will provide Site Coordinator with office space that includes access to internet and phone.
e: _/	Lead Agency Signature:

DUSD's strategic goal to reduce chronic absenteeism, programs should consider targeting students at risk of chronic termined by individual attendance rates between 90-95% during the current school year. (Programs should hool site leadership to obtain student attendance data.)

adequate numbers of students to meet CDE attendance targets.

neline: (Summarize your enrollment timeline below. Describe how your school will identify and recruit students ndicate how families will be notified of 2012-13 enrollment before the last day of school, June 15, 2012.)

After School Enrollment Steps/Process	Individual(s) responsible
Letters will be sent out to parents to notify them that their child has been selected for ASP.	Site Coordinator
Applications given to parents	Site coordinate/program assistant
Confirmation letter sent to parents to inform them of launch time of program and their student placement.	Site coordinate/program assistant

in your timeline:

§ enrollment for 2012-13 programs. Schools that are receiving students from School Closures must also outreach to in the Spring, so that they also have a fair chance to participate in the After School program at their new school. ified of 2012-13 after school enrollment before the last day of school, June 15, 2012.

ms begin on 1st Day of school, with enrollment at a minimum 75% capacity.

:r: New school year enrollment of families for remaining program slots.

1 slots will be filled by September 30, 2012.

maintain waitlists after program slots are filled.

Lead Agency Signature

RY & MIDDLE SCHOOLS 03 2012						
ncompass	7	ASES	OFCY	Program Fees (if applicable)	-	Other Lea
11	Resource 6					
students to be served daily (ADA)	% OU	SD LEGS - Links	Grantee	Lead Ayenc,	= 44	Lead Agen
OTAL GRANT AWARD		112,500	\$58,166	\$a	\$0	50
OSTS: INDIRECT, ADMIN, EVAL, PD, , SUPPLIES		112,000	\$50,100	30	90	30
USD Indirect (4 25%)	\$4.56	en .	SECTION AND ADDRESS OF THE PARTY.		Service Co. A	
USD ASPO admirt evaluation, and training technical	\$7,0					
islod at Starting	\$3.7	200000000000000000000000000000000000000				
usladial Supplies	\$50	200000000000000000000000000000000000000				
DTAL SITE ALLOCATION		96,648				
ED PERSONNEL		25,045				
rademic Llaster REQUIRED	\$4.0	12			80	A CONTRACTOR OF THE PARTY OF TH
andicated Teacher Extended Contracts		90			50	
voil certificated	\$4,0				\$5	
	\$4,00	10			\$0	
PERSONNEL						
te Coordinator (list here, if district employee)	\$3.66	\$0 \$0	\$0		\$0	\$
	\$5,00	20			\$0	
		50				***************************************
tal classified	\$3,66	\$0 \$0	\$0		\$0	\$
		000000000000000000000000000000000000000				
nployee Benefits for Additional Time (20% of total laries paid as extended contracts or overtime)	\$1,53	2				
nployee Benefits for Salaried Employees (40%)	\$	0				000000000000000000000000000000000000000
ad Agency benefits (rate: 25 %)		\$0				
tal benefits	\$1,53	2 \$0	\$0		\$0	\$
SUPPLIES pplies (OUSD only, except for Summer		200000000000000000000000000000000000000				
pplemental)	\$	0	\$570		\$0	\$
rriculum (OUSD only)	S	0			\$0	\$
ld Trips	s	0			\$0	\$
uipment (OUSD only)	\$	0			\$0	\$1
		-				
tal books and supplies		0 \$0	\$570	-	\$0	\$1
D SERVICES		90	\$310		\$0	\$1
e Coordinator payrol taxes and benefits	1	0 \$34,375	\$18,125			200
erit Liarson and Instructor (\$13 per hour x 5			3 -2-1-00			

2012-2013 Elementary/Middle School After School Program Budget

) Enrichment Instructor and Academic Mentors 15/hour x 16.5 hours/week + PD + Prep)			\$47,390	\$24,702			
		***	\$0				
			\$0				
			40				
sociate Director (\$31.25/hour, 5.5 hours per week) + enefits Professional develoment and coaching of stall				\$9,000			
upporting Services Supplies and Salaries: bookkeeping, Administration, and Excecutive Director ptal: \$14,141-Indirect \$5,000		\$0					\$10,919
cecutive Director and Administrative Staff Direct ervices							\$3,472
andraising and Development							\$13,410
otal services		\$0	\$84,235	\$51,827	\$0.	\$0	\$27,801
ECT SERVICES							
						\$0	\$0
					-	\$0	

						1	
itel value of in-kind direct services		(i)	100000		\$0	50	\$0
		Andrew Control		arrows arrows are a			
NCY ADMINISTRATIVE COSTS	100	20110000000000000000000000000000000000				500000000000000000000000000000000000000	
ad Agency admin (4% max of total contracted \$)			\$3,222	\$0			\$0
S							
btotals DIRECT SERVICE	88	\$11,391	\$84,235	\$52,397	\$0	\$0	\$27,801
ibtotals Admin/Indirect		*** ***					64
Provide Addition in the Control of t		\$13,653	\$3,222	\$5,764	\$0		\$0
WASSES VALUENHANDOC		\$13,653	\$3,222	\$5,764	\$40		\$10
		\$13,663	\$3,222 \$87,457	\$5,764 \$58,160	\$0 \$0	\$0	\$27,801
tal budgeted per column	100		\$87,457			\$0 \$0	
ital budgeted per column ital BUDGETED	100	\$25,044	\$87,457	\$58,160	\$0		\$27,801
otal budgeted per column otal BUDGETED ALANCE remaining to allocate	100	\$25,044 \$112,5	\$87,457 00	\$58,160 \$58,160	\$0		\$27,801
otal budgeted per column otal BUDGETED ALANCE remaining to allocate	100	\$25,044 \$112,50	\$87,457 00	\$58,160 \$58,160 \$6	\$0		\$27,801
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atal budgeted per column atal BUDGETED ALANCE remaining to allocate DTAL GRANT AWARD/ALLOCATION TO SITE	100	\$25,044 \$112,50	\$87,457 00	\$58,160 \$58,160 \$6	\$0		\$27,801
tal budgeted per column tal BUDGETED ALANCE remaining to allocate DTAL GRANT AWARD/ALLOCATION TO SITE	100	\$25,044 \$112,50	\$87,457 00	\$58,160 \$58,160 \$6	\$0		\$27,801
tal budgeted per column tal BUDGETED ALANCE remaining to allocate DTAL GRANT AWARD/ALLOCATION TO SITE OF REQUIREMENT: ES a 3:1 match for every grant award dollar	100	\$25,044 \$112,50	\$87,457 00	\$58,160 \$58,160 \$6	\$0		\$27,801
tal budgeted per column tal BUDGETED ALANCE remaining to allocate DTAL GRANT AWARD/ALLOCATION TO SITE SH REQUIREMENT: as a 3:1 match for every grant award dollar amount required for this grant:	100	\$25,044 \$112.5i \$0 \$112,5i	\$87,457 00	\$58,160 \$58,160 \$6	\$0		\$27,801
atal budgeted per column atal BUDGETED ALANCE remaining to allocate DTAL GRANT AWARD/ALLOCATION TO SITE CH REQUIREMENT: es a 3:1 match for every grant award dollar amount required for this grant: int toward 25% of this match requirement:	100	\$25,044 \$112.5i \$0 \$112,5i	\$87,457 00	\$58,160 \$58,160 \$6	\$0		\$27,801
atal budgeted per column atal BUDGETED ALANCE remaining to allocate DTAL GRANT AWARD/ALLOCATION TO SITE CH REQUIREMENT: es a 3:1 match for every grant award dollar amount required for this grant: ant toward 25% of this match requirement: actch amount required: I be met by combined OFCY funds, other site	100	\$25,044 \$112.56 \$0 \$112,56 37,500 9,375 28,125	\$87,457 00	\$58,160 \$58,160 \$6	\$0		\$27,801
otal budgeted per column otal BUDGETED ALANCE remaining to allocate	100	\$25,044 \$112.5i \$0 \$112,5i 37,500 9,375	\$87,457 00	\$58,160 \$58,160 \$6	\$0		\$27,801

ures for Budget Approval:

terschool-EnCAS Afterschool Weekly Schedule - 2012 - 2013

5/22/12 version

	Tuesday	Wednesday	Thursday	Friday
	ruesuay	Academic - Support/Homework Fast Forward	mursday	Friday
		Recess/EOYDC (5th grade)		
	PE Intervention	BIC	PE Intervention	PE Intervention
	Snack	Snack	Snack	Snack
work	Academic - Support/Homework Fast Forward ELA/Achieve 3000	Academic - Library EOYDC ELA/Achieve 3000	Academic - Support/Homework Fast Forward ELA/Achieve 3000	Fast Forward Character Building
	Recess	Recess	Recess	Recess/Cooking
	Cultural Arts/Crafts	Cultural Arts/Crafts	Cultural Arts/Crafts	Cultural Arts/Crafts
	Green Team	Basketball	Green Team	Basketball
	Guitar	Cooking	Guitar	Cooking
	Drill	Music	Drill	Music
	Soccer	African Dance	Soccer	African Dance
S	College/Career Readiness	EOYDC	College Career Readiness	College/Career Readines

: Center

Exhibit C

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

I give my child permission to p Name of School:101		After School Program.
Student's Name	Grade	Date of Birth
Parent/Guardian Name (Please p	rint) Signature	Today's Date
Home Address	City	Zip
Home Phone	Work Phone	Cell Phone
EN	NERGENCY CONTACT INFORM	ATION
In case of emergency please con Name	Relationship	Phone: work/home/cell
Does your child have health cove		rimary Insured's Name
Medical History that may be of i	mportance Medicat	ion Student is taking
List any Allergies		
	Telephone	
List any Allergies Name of Child's Doctor I authorize After School Programmay be necessary for my child di	m Staff to furnish and/or obtain	n emergency medical treatment which

After School MOU 2012-2013, page 16 of 28

	RELEASE OF LIAN	BILITY
that the Oakland Unified Scho person or property as a result discharge the Oakland Unified	e after school program and ool District is not responsib of participation in the afte I School District and its of	that participation is voluntary. I understand le for loss, damage, illness, or injury to r school program. I hereby release and ficers, employees, agents, and volunteers amage as a result of after school program
Parent/Guardian Signature		Date
	STUDENT RELEASE/ PIC	CK UP POLICY
school is out and will end by	6:00 p.m. Students will no	ool Program will begin immediately after of be released to go home from the After uardian or one of the individuals listed below:
Parent/Guardian Sig	gnature:	Date
When I am unable to pick my a	child up, I give After Schoo	l Program staff permission to release my
		I Program staff permission to release my :: Home/Work/Cell
child to:	Phone Numbers	
Name/Relationship Name/Relationship REMEMBER: Please pick up your picked up by 6:00 p.m., After or law enforcement. Please no	Phone Numbers Phone Numbers our child on time. The program staff are resulted the control of t	: Home/Work/Cell
Name/Relationship Name/Relationship REMEMBER: Please pick up you picked up by 6:00 p.m., After or law enforcement. Please not his/her dismissal from the pro-	Phone Numbers Phone Numbers our child on time. The progr School Program staff are r te: Three instances of tard ogram.	:: Home/Work/Cell :: Home/Work/Cell am ends by 6:00 p.m. If students are not equired by law to report to Child Protective
Name/Relationship Name/Relationship REMEMBER: Please pick up you picked up by 6:00 p.m., After or law enforcement. Please not his/her dismissal from the profile permission for the After report cards, attendance, and support and academic instruct also give permission for After	Phone Numbers Phone Numbers our child on time. The program staff are rate: Three instances of tard ogram. EVALUATE PROGRAMS Are School Program Staff to other performance indices tion, and assessing the effects of School Program staff to me school Program staff	:: Home/Work/Cell :: Home/Work/Cell am ends by 6:00 p.m. If students are not equired by law to report to Child Protective iness in picking up your child will result in

After School MOU 2012-2013, page 17 of 28

PHOTO/VIDEO RELEAS	5E
During your child's attendance in the After School Program, s/he m photographed or videotaped; these photographs/video recordings m	
My childmaymay not be photographed/videotaped by the purposes.	After School program for promotional
I authorize the OUSD or any third party it has approved to photog School program activities and to edit or use any photographs or recunderstand that I and my child shall have no legal right or interest economic interest. I also agree to release and hold harmless the Offrom and against all claims, demands, damages, and liabilities arising	ordings at the sole discretion of OUSD. I arising from the recording, including USD and any third party it has approved
Parent/Guardian Signature:	Date

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

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

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

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

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

School Site:	
Name of Program:	
Name of Student:	
Grade:	
I request early release of my child from the After School Pro	ogram ato'clock p.m.
(please check reason)	
□ I am concerned for my child's safety in returning home by	him/herself after dark.
 I am unavailable to pick my child up after this time. 	
Other:	
As parent/guardian, I hereby release and discharge the Oakl officers, employees, agents and volunteers from all claims for that my child may suffer as a result of his/her early release	r injury, illness, death, loss or damage
Parent/Guardian Signature:	Date

After School MOU 2012-2013, page 19 of 28

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

·	
FOR STUDENTS AGES AND OLDER ONLY School Site:	
Name of Student:	
Grade:	
Date of Birth of Student:	
If I arrive later than the dismissal time or am unable to School Program:	pick up my child at the end of the After
I give the After School Program staff permission to program without supervision.	release my child from the afterschool
As parent/guardian, I hereby release and discharge the officers, employees, agents, and volunteers from all claim as a result of the release of my child without supervision unable to pick up my child at the end of the After School	ms for injury, illness, death, loss or damage if I arrive later than dismissal time or am
✓Parent/Guardian Signature:	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	151/Sequoia Elementary S	chool Lead Agency Name	East Bay Agency for Children		
Name of Contact Person		Email			
Telephone		Fax			
Program will occ		and Off Site Activities	for the After School		
□ Spring Ser	ster – 8/27/12 to 1/25/13 nester – 1/28/13 to 6/13/13 rogram (Specify dates:				
Name of Field and/or Off	rip, Off Site Event, Site Activities	Date(s)	Time(s)		
Par					
Site Coordinator	Signature		_ Date		
Lead Agency Dire	ector Signature		Date		
Site Administrator	r Signature		Date		

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, takes, shorelines and swimming legoons ("Recreational Activity"). I, for myself and my spouse, my child, here, personal representatives, next of idn, and assigns, voluntarily agree to release, waive, discharge, and promise not to sue the East Bay Regional Park District, its officers, directors, agents, voluntaers, and employees (collectively the "District") from any and all liability for any accident, illness, injury, death, wrongful death, or property damage/iose adsing out of my participation in the Recreational Activity and/or use of District facilities and equipment (along with the use of transportation provided, arranged, or paid for by the District, including such transportation for medical treatment), whether occurring on or off District property, and whether caused by any negligence of the District or otherwise, excepting only to the extent caused by District's gross negligence.

Assumption of Risk. I understand that participation in the Recreational Activity and the use of District facilities, equipment, and transportation carry inherent risks that cannot be eliminated regardless of the care taken to avoid injury. These risks may result in injuries that include, but are not limited to, disease cuts, eye injuries, blindness, broken bones, concussions, heart attacks, heat stroke, dehydration, joint or back injuries, slipping on uneven surfaces, brain injuries, drowning, paralysis, and death, as well as damagenous 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, perticipants, 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 eigning below, I acknowledge that participation in the Recreational Activity and the use of District facilities, equipment, and transportation is voluntary and that I knowlingly 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 retimburse the District for any resulting costs, expenses, and attorneys' feet

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 16; 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 schnowledges 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(Pant)	
(FIGURE	
Name of Custodial Parent or Guardian (if Participant is	under 18):
	(Pale)
Signature:	Date:
Participant Signature (a divertible of composal parent)	Charles Specific



INVOICING AND STAFF QUALIFICATIONS FORM 2012-13

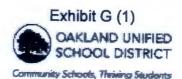
Basic Directions

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

- 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	Higher Ground Neighborhood Development Corporation	Agency's Contact Person	Amber Blackwell//Tiffany Gipson
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 2012-2013

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 495 Jones Avenue, in the Brookfield Annex.
- ◆ All invoices must be generated <u>on your organization's letterhead</u>. 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 in the After School Programs Office by 5:00 p.m. on the 10th of the following month. 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.**</u>

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 10, 2012	August 26, 2012				
September 9, 2012	September 23, 2012				
October 10, 2012	October 24, 2012				
November 10, 2012	November 25, 2012				
December 9, 2012	December 23, 2012				
January 10, 2013	January 23, 2013				
February 10, 2013	February 24, 2013				
March 9, 2013	March 23, 2013				
April 10, 2013	April 23, 2013				
May 10, 2013	May 25, 2013				
June 11, 2013 for May invoices	June 25, 2013				
June 15, 2013 for Final Billing	TBD				

If there are any questions regarding the invoicing process, please contact our office at (510) 568-1022.



PROCEDURES FOR PAID INSERVICE/EXTENDED CONTRACTS AND TIME SHEETS OUSD CERTIFICATED TEACHERS 2012-2013

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 Oakland SUCCESS After School Programs Office All 21st Century and/or ASES Paid Inserivce/Extended Contracts and Time Sheets <u>must be submitted to the OUSD After School Programs</u> <u>Office</u> in order to be processed and paid. We are located at 495 Jones Avenue, in the Brookfield Annex.
- ♦ Union Contract rate for teachers is \$23.16/hr.
- ♦ Union Contract rate for Academic Liaisons is \$30.12/hr.
- Once the Paid Inserivce form or Request for Extended Contract has been submitted and approved, only timesheets are required to be submitted for subsequent payments.

Paid Inservice/Extended Contract Timesheets Due to After School Programs Office on the following anticipated dates:	OUSD Anticipated Payroll Issue Dates ***Please note: Allow 45 days processing time for the first submission. Future submissions take approximately 2 weeks .***			
September 30, 2012	October 14, 2012			
October 31, 2012	November 15, 2012			
November 30, 2012	December 15, 2012			
December 16, 2012	January 13, 2013			
January 31, 2013	February 15, 2013			
February 29, 2013	March 15, 2013			
March 30, 2013	April 13, 2013			
April 30, 2013	May 15, 2013			
May 31, 2013	June 15, 2013			
June 15, 2013	July 5, 2013			

If there are any questions regarding these documents or procedures, please contact our office at (510) 568-1022.



PROCEDURES FOR EXTENDED TIME AND/OR OVERTIME FORMS (ET/OT) FOR OUSD CLASSIFIED EMPLOYEES 2012-2013

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 Mynette Theard in 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 495 Jones Avenue, in the Brookfield Annex.
- ♠ Rate varies depending on employee's hourly rate

ET/OT Forms Due to After School Programs Office on the following anticipated dates:	OUSD Anticipated Payroll Issue Dates			
September 15, 2012	September 30, 2012			
September 30, 2012	October 14, 2012			
October 14, 2012	October 31, 2012			
October 31, 2012	November 15, 2012			
November 15, 2012	November 30, 2012			
November 30, 2012	December 15, 2012			
December 15, 2012	December 30, 2012			
December 30, 2012	January 13, 2013			
January 13, 2013	January 31, 2013			
January 31, 2013	February 15, 2013			
February 15, 2013	February 29, 2013			
February 29, 2013	March 15, 2013			
March 15, 2013	March 30, 2013			
March 30, 2013	April 13, 2013			
April 13, 2013	April 30, 2013			
April 30, 2013	May 15, 2013			
May 15, 2013	May 31, 2013			
May 31, 2013	June 15, 2013			
June 15, 2013	June 29, 2013			

If there are any questions regarding these documents and procedures, please contact our office at (510) 568-1022.

Exhibit H

CERTIFICATES OF INSURANCE AND ADDITIONAL INSURED ENDORSEMENT

INSERT HERE

1	4 <i>C</i> (ORD. CERTIFIC	ATE OF LIABIL				6	/20/2012
Fi	deli	(510)548-8200 FAX: ty Insurance Service liston Way		HOLDER.	CONFERS N	UED AS A MATTER O RIGHTS UPON ATE DOES NOT AR FORDED BY THE PO	THE (EXTEND OR
Re	rkel	ley CA 94	710	Members vi	EODDING COVE	DACE .		
INSL		CA 34	710	INSURER A NIA	FORDING COVE	ERAGE	VAIC#	
On	klar	d Leaf Foundation			kel Insura	200 50	-	
		dgewater Drive, #818		INSURER C.	.KGI INBULA	nce co.		
				INSURER D.				
Oa	klar	d CA 94	621-3030	INSURER E				
COV	ERAC			WISONEN E.				
RE	QUIRE E INS	ICIES OF INSURANCE LISTED BELO MENT, TERM OR CONDITION OF AN URANCE AFFORDED BY THE POL ATE LIMITS SHOWN MAY HAVE BEE TYPE OF INSURANCE	IY CONTRACT OR OTHER DOCU ICIES DESCRIBED HEREIN IS	IMENT WITH RESPECT SUBJECT TO ALL TH	TO WHICH THIS O	CERTIFICATE MAY BE IS	SUED C	R MAY DERTAIN
LIK	INBRU	GENERAL LIABILITY	POLICI NUMBER	DATE (MM/DD/YT)	OW IE (MINDOLAL)		I A	1 000 000
		X COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED	- 8	500,000
A	x	CLAMS MADE X OCCUR	201116332NPO	10/5/2011	10/5/2012	PREMISES (Ea occurrence)	8	20,000
	-	COAMS MADE A OCCUR	201116332RF0	10/0/2022	20/3/2022	MED EXP (Any one parson)		1,000,000
						PERSONAL & ADV INJURY		2,000,000
		GENT AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE PRODUCTS - COMPYOP A	0 8	2,000,000
		POLICY PRO- LOC				PRODUCTS - COMPOPA	343	2,000,000
		AUTOHOBILE LIABILITY ANY AUTO				COMBINED SINGLE LIMIT (En accident)	s	1,000,000
A	x	X ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS X NON-OWNED AUTOS	201116332NPO	10/5/2011	10/5/2012	BODILY INJURY (Per person)	3	
						BODILY INJURY (Per accident)	\$	
						PROPERTY DAMAGE (Per accident)	\$	
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDE	T 5	
		ANY AUTO				OTHER THAN _EAA	CC S	
	-					AUTO ONLY:	GG \$	
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	8	1,000,000
		X OCCUR CLAIMS MADE	201116332UMBNPO	4/2/2012	10/5/2012	AGGREGATE	3	1,000,000
							- 8	
A		DEDUCTIBLE					8	
_	Was	X RETENTION \$10,000	1000110011001101	10/20/2011	10/30/2012	WC STATU-	TH-	
	EMPL	KERS COMPENSATION AND OYERS' LIABILITY	MMC001686401	10/30/2011	20/30/2012		ER	1,000,000
B		PROPRIETOR/PARTNER/EXECUTIVE CERMEMBER EXCLUDED?				EL EACH ACCIDENT	2	1,000,000
	If yes,	describe under				E L DISEASE - EA EMPLO		1,000,000
_	DTHE	IAL PROVISIONS below				E L DISEASE - POLICY LIN	KI 13	1,000,000
		ON OF OPERATIONS/LOCATIONS/VEHICLI Cate holder is named addi				ions.		
CE	RTIFIC	CATE HOLDER		CANCELLATI	ON			

Oakland Unified School District Department of Complimentary Learning 121 East 11th Street Oakland, CA 94606

EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 20 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

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Exhibit I STATEMENT OF QUALIFICATIONS

INSERT HERE

EPLS

Excluded Parties List System

Search Results Excluded By Firm, Entity, or Vessel : Oakland Leaf as of 17-Jul-2012 8:25 PM EDT

Your search returned no results.

EPLS

Excluded Parties List System

Search Results Excluded By Firm, Entity, or Vessel : Oakland Leaf as of 17-Jul-2012 8:25 PM EDT

Your search retur > no >sults.



MEMORANDUM OF UNDERSTANDING ROUTING FORM 2012-2013

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 (https://www.epls.gov/epls/search.do)
- 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.

			Age	ncy Information				
Agency Name	Oakland Leaf		Agency's Contact Person	Mirella Rangel				
Street Address	7700 Edg	ewater Drive		Title	Executive Director			
City	Oakland			Telephone	(510) 564-4334			
State	CA	CA Zip Code 94621		Zip Code 94621 Email	Email	mirella.rangel@oaklandleaf.org		
OUSD Vendor N	umber	i001624						
Attachments	StatenProgra	nent of qualifica	tions of and Budget	compensation insurance t appear on the Excluded P	Parties List. (www.epls.gov/epls/search.do)			

	Co	mpensa	ation and Terms – M	ust be within OUS	SD Billing G	uidelines			
Anticipated Start Date	07/01/2012		Date work will end	08/31/2013	Total Contract Amount Grant: \$87,457		\$87,457.00		
			Budget	Information					
Resource #	Resource	Name	Org Ke	Org Key #		Object Amount Code		Req. #	
6010	ASES	S	181155	3401	5825	\$87,457.00 R0		300560	
					5825	\$			
					5825	\$			
					5825	\$			
			OUSD Contract (Originator Informa	ition				
Name of OUSD Contact Minh-Tran			linh-Tram Nguyen	Email	T	Tram.Nguyen @ousd		@ousd.k12.ca.us	
Telephone			(510) 639-3350	Fax	(510) 639-3352				
Site/Dept. Name 181		181/E	nCompass Academy	After School Program Enrollment Grades		1st	through	5th	
			Approval and Routing	(in order of appro	val steps)				
Services were not provi	trator verifies	O was issethat this	fully approved and a Purch ued. vendor does not appear						
Please sign under the	appropriate colu	umn.		Approved		Denied - Reason		Date	
1. Site Administrator		1/47	ny				6-19-1		
2. Oakland After School Programs Office			Que M	Ral A				3-13-12	
3. Network or Executive Officer			100	WH 1				7/16/12	
4. Cabinet (CAO, CO	CO, CFO, CSC	O, Asst S	Sup)	The				111	
5. Board of Educatio	n or Superinte	endent	100	/ /					
Procurement	Date Received								