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OAKLAND UNIFIED  
SCHOOL DISTRICT

Community Schools, Thriving Students

# Memo

To Board of Education

From Tony 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)

January 11, 2012

**Subject**

Memorandum of Understanding - Safe Passages (contractor) - 338/Metwest High School (site/department)

## Action Requested

Approval of Memorandum of Understanding between Oakland Unified School District and Safe Passages. Services to be primarily provided to Metwest High School for the period of July 1, 2011 through June 30, 2012.

## Background

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

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

## Discussion

*One paragraph summary of the scope of work.*

Approval by the Board of Education of a Memorandum of Understanding between the Oakland Unified School District and Safe Passages, Oakland, CA, for the latter to provide services as lead agency to provide program coordination, math intervention, homework support, student supervision, and variety of enrichment services for Metwest High School's comprehensive After School Program in the capacity of the 21<sup>st</sup> Century High School After School Safety and Enrichment for Teens (ASSETs) Grant for the period of July 1, 2011 through June 30, 2012, in an amount not to exceed \$86,214.00.

## Recommendation

Approval of Memorandum of Understanding between Oakland Unified School District and Metwest High School. Services to be primarily provided to 338/Metwest High School for the period of July 1, 2011 through June 30, 2012.

## Fiscal Impact

Funding resource name (please spell out) 4124/21st Century High School After School Safety and Enrichment for Teens (ASSETs) Grant:  
\$80,896.00 - Core, \$3,083.00 Equitable Access, and \$2,235.00 Family Literacy funding for a total amount not to exceed \$86,214.00.

## Attachments

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

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

1. **Intent** This Memorandum of Understanding (hereinafter "MOU") establishes the Oakland Unified School District's (hereinafter "OUSD") intent to contract with the Safe Passages (hereinafter "AGENCY") to serve as the lead agency to provide after-school educational programs and to serve a sufficient number of students and run services for a sufficient number of days to earn the core grant allocation of funding at Metwest High School under the following federal, state, and local grants:
  - California Department of Education ("CDE") 21<sup>st</sup> Century High School ASSETS Program ("ASSETS Core Grant")
  - California Department of Education ("CDE") 21<sup>st</sup> Century Direct Access Grant ("Direct Access")
  - California Department of Education ("CDE") 21<sup>st</sup> Century Family Literacy Grant ("Family Literacy")
2. **Term of MOU.** The term of this MOU shall be July 1, 2011 to June 30, 2012 and may be extended by written agreement of both parties.
3. **Termination.** OUSD may at any time terminate this MOU for any or no reason upon not less five (5) days written notice to AGENCY. OUSD shall compensate AGENCY for services satisfactorily provided through the date of termination. In addition, OUSD may terminate this MOU for cause should AGENCY fail to perform any part of this MOU. In the event of termination for cause, OUSD may secure the required services from another contractor. If OUSD's cost of procuring services from another contractor exceeds the cost of providing the services pursuant to this MOU, AGENCY shall pay the additional cost.
4. **Compensation.** The 21st Century ASSETS Core Grant, Family Literacy, and Direct Access grant award amount for Metwest High School is \$86,214.00. AGENCY shall be entitled to compensation from these funds in accordance with the following terms and conditions:
  - 4.1. **Total Compensation.** Subject to the provisions of 4.2 Positive Attendance and the provisions of 4.3 Administrative Fee, AGENCY shall receive the amount of the grant award less OUSD's administrative fees and other site costs agreed to by the Site Administrator and AGENCY.
  - 4.2. **Positive Attendance** Payment for services rendered related to the ASSETS Core Grant shall be based on actual student attendance rates (\$10.00 a day per student), not estimates, as those programs are "positive attendance based." OUSD reserves the right to modify the annual core allocation based on reported attendance. In the event that payments made to AGENCY exceed the reported attendance for the ASSETS Core grant, the AGENCY will return payments to OUSD at the rate of \$10.00 a day per student. Documentation of attendance must be submitted through the OUSD/OFCY attendance systems in order for invoices for payment of services for the ASSETS Core Grant to be processed. Exhibit A (Attendance Reporting Schedule 2011-2012")
    - 4.2.1. **Reconciliation Process for Positive Attendance Based Grant Funds.** OUSD will adjust the payment of the "positive attendance based" grants based on quarterly review of monthly invoices and attendance for services rendered related to the ASSETS Core Grant for any adjustments resulting from the reconciliation of the attendance reports for that quarter's months. The attendance reconciliation process will assess the program's performance with respect to the required compliance with the grant mandated attendance rates. Based on the review, financial adjustments of additional payment or additional withholding will be made. Any remaining balance(s) will be forwarded to AGENCY or OUSD. Any adjustment required in excess of the withholding will necessitate additional adjustments to future invoices and payments.

- 4.2.2. Administrative Charges and Reconciliation.** AGENCY understands and agrees that the reconciliation process for positive attendance based grants will include OUSD's withholding of administrative charges, as outlined in section 4.3, from any grant amounts earned through attendance.
- 4.3. OUSD Administrative Fees.** OUSD shall charge and withhold a 13% administrative fee from the 21st Century ASSETS Core Grant, Family Literacy, and Direct Access grant.
- 4.4. AGENCY Administrative Fees.** AGENCY understands and agrees that it may not charge more than 4% of the total contract amount as administrative fees and that its administrative fees must be set at an appropriate dollar amount to keep the ASSETS Core Grant, Family Literacy, and Direct Access grants within the grant-mandated allowable 15% for total indirect/administrative costs. The agency administrative fees charged to the ASSETS Core, Family Literacy, and Direct Access grants must be used for direct administrative costs and cannot be used for agency indirect costs. Direct administrative costs consist of expenditures for administrative activities that provide a direct benefit to the ASESP and 21<sup>st</sup> CCLC programs. Indirect costs consist of expenditures for administrative activities that are necessary for the general operation of the agency, but that cannot be tied to the ASSETS program.
- 4.5. Program Budget.** Due to result-based budgeting, the grant will remain as part of the site budget. Funds will be encumbered from the site budget on behalf of AGENCY for the school year 2011-2012 and will not exceed \$86,214.00 in accordance with Exhibit B. Exhibit B ("21<sup>st</sup> Century ASSETS Planning Tool/Comprehensive After School Program Budget for AGENCY 2011-12").
- 4.6. Modifications to Budget.** Any modifications to the approved grant budget must be approved by OUSD, AGENCY, and CDE before expenditures of funds for modified line items are authorized. Except as expressly set forth herein, OUSD shall not be liable to AGENCY for any costs or expenses paid or incurred by AGENCY in performing services for OUSD. The granting of any payment by OUSD, or the receipt thereof by AGENCY NAME, shall in no way lessen the liability of AGENCY NAME to correct unsatisfactory work, although the unsatisfactory character of that work may not have been apparent or detected at the time a payment was made. Work, which does not conform to the requirements of this Agreement, may be rejected by OUSD and in that case must be replaced by AGENCY without delay.
- 4.7. Program Fees.** The intent of the ASESP and 21<sup>st</sup> CCLC programs is to establish local programs that offer academic assistance and enrichment for students in need of such services regardless of their ability to pay. Though it is not against the rules to charge fees for participation in programs, the CA Department of Education discourages it because it could exclude students in need from attending and taking advantage of the after school program. Fees should not create a barrier to participation in the after school program. After school services must be equally accessible to all students targeted for services regardless of their ability to pay. Programs that propose to charge fees may not prohibit any family from participating because of their inability to pay and must offer a sliding scale of fees and scholarships for those who could not otherwise afford to participate. Any income collected from fees must be used to fund program activities specified in the grant application. AGENCY shall do full accounting of fees collected, and documentation shall be kept for 5 years for auditing purposes. If AGENCY decides to charge fees, this decision shall be made collaboratively with the Site Administrator, and AGENCY shall work collaboratively with the Site Administrator and parent leaders to develop an appropriate program fee structure for the school community. AGENCY shall provide the OUSD After School Programs Office with written documentation of the program fee structure prior to charging any

program fees, and shall provide OUSD with additional documentation upon request, to ensure grant compliance.

**5. Scope of Work.** AGENCY will serve as lead agency at Metwest High School, and will be responsible for operations and management of the ASSETS Core Grant, Family Literacy, and Direct Access grants contracted to AGENCY by OUSD for fiscal year 2011-2012. This shall include the following required activities:

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

**5.1.1. Alignment with Single Plan for Student Achievement (SPSA).** AGENCY will ensure that the after school program aligns with OUSD and Metwest High School and objectives to ensure the success of students as articulated in the School's Single Plan for Student Achievement (SPSA). AGENCY will work in partnership with the school principal to ensure that the program components are aligned with and complement OUSD standards and school site curriculum.

**5.2. Oversight.** AGENCY will provide oversight, fiscal management, payroll services, technical assistance, and facilitating collaboration with other service providers. AGENCY NAME must ensure compliance with 21<sup>st</sup> Century ASSETS Core Grant, Family Literacy, and Direct Access funding guideline requirements and follow OUSD after school policies and procedures. This includes compliance with OUSD staffing requirements and policies including No Child Left Behind and other legislative mandates.

**5.3. Enrollment.** AGENCY will enroll 9th through 12th grade students at Metwest High School, to serve sufficient number of students and run services for a sufficient number of days to earn the full core grant allocation of funding.

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

**5.4.1. Program Hours.** Consistent with the 21<sup>st</sup> Century ASSETS program requirements, AGENCY agrees to operate a minimum of 15 hours per week. This may include after school only OR after school and any combination of before school, weekends, summer intersession and vacation.

**5.4.2. Program Days.** AGENCY shall offer a program for a minimum of 177-180 days during the 2011 – 2012 school year.

**5.4.2.1. Attendance Targets.** AGENCY will operate the program for a sufficient number of days during the 2011 – 2012 school year to ensure that student attendance targets are met. This can include Summer Session.

**5.4.2.2. Program Closure.** AGENCY will close the ASSETS program no more than a maximum of 3 days in the 2011-12 school year for staff professional development, as permitted by Education Code.

#### **5.4.3. Program Components**

**5.4.3.1.** AGENCY shall provide programming that supports the guidelines as outlined in the ASSETS Core Grant for students at Metwest High School High School. AGENCY understands that the ASSETS program has three required elements that must be offered in every funded program: academic assistance, enrichment, and family literacy services. AGENCY understands that the academic and enrichment elements must provide additional support for pupils and be coordinated with the regular academic program requirements, standards-aligned curriculum and instructional materials, and assessments of pupil progress. AGENCY agrees to provide programming consistent with grant guidelines, including, but not limited to:

**5.4.3.1.1 Academic Assistance.** ASSETS programs will include tutoring, homework assistance, Credit Recovery, and CAHSEE Prep in their academic assistance element. The assistance will be aligned with the regular academic programs of the students and will assist them in meeting state and local academic achievement standards in core academic subjects, such as reading, mathematics, and science.

**5.4.3.1.2 Enrichment.** Each ASSETS program will provide an enrichment element that offers participating students a broad array of additional services, programs, and activities designed to reinforce and complement the regular academic program. Services will be actively coordinated with the students' regular high school day program. It is strongly encouraged that programs include an Internship Program to develop Career Skills. In particular, the enrichment element activities must be developed in alignment with appropriate California content standards and standards-aligned instructional materials, related California curriculum frameworks, and other research-based practices.

**5.4.3.1.3 Family Literacy Services.** AGENCY shall assess the need for family literacy services among adult family members of the high school students to be served by the program. All programs will, at a minimum, either refer families to existing services or coordinate with local service providers to deliver literacy and educational development services.

**5.4.3.2. Equitable Access Programming.** AGENCY shall include a component for students at Metwest High School High School to support full access to program components

**5.4.3.3. Family Literacy Programming.** AGENCY shall offer a component for guardians, parents, and caretakers of students at Metwest High School High School which includes parent workshops and training on a variety of topics including supporting youth academically, college and career readiness, and adult literacy development.

**5.4.4. Staff Ratio.** AGENCY agrees that the staff to youth ratio will not exceed 1:20, with no more than 20 youth for each qualified, adult staff supervisor.

**5.5. Data Collection.** AGENCY will work with OUSD to collect and analyze data on student enrollment, student attendance, student academic performance, student satisfaction, and parent satisfaction. These reports include, but are not limited to:

**5.5.1. Accountability Reports.** AGENCY shall provide OUSD with the following set of program accountability reports:

- Financial reports
- Activity reports
- Outcomes reports: behavioral and academic

**5.5.2. Attendance Reports.** AGENCY shall provide OUSD with attendance reports using the OUSD/OFCY attendance systems and maintain required attendance records utilizing the OUSD/OFCY attendance systems, including completion of mandatory monthly reports.

**5.5.3. Use of Enrollment Packet.** AGENCY will use OUSD Oakland SUCCESS After School Program Parent Permission and Student Information enrollment packet, including early release waiver, for all after school participants. (Exhibit C) AGENCY will seek the OUSD After School Programs Office approval for any modifications to the OUSD enrollment packet, in advance of distribution.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **6.6. Supervision**

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

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

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

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

**6.6.5.** Adult:Student Ratio is at least 1:10 or higher if swimming or wading or high risk trip. If the trip involves water activities, this ratio shall be revised to ensure closer supervision of

elementary grade or younger students, appropriate to their ages. The ratio of adults to students on field trips and excursions shall be reasonable under the circumstances.

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

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

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

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

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

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

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

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

**6.11.1. Definition of High Risk Activities**

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



sponsored after school 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 coordinator has obtained proof of insurance from all private vendors including:

- Facility
- Program

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

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

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

**6.12.3. Swimming Activities**

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

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

**6.12.3.3.** Owners of private pools must provide a certificate of insurance, designating OUSD and AGENCY as an additional insured, for not less than \$2,000,000 in liability coverage.

**6.12.3.4.** Lifeguards must be designated for all swimming activities. If lifeguards are not provided by the pool owner or operator, the AGENCY Executive Director shall ensure their presence. The AGENCY Executive Director shall ensure that lifeguards are Red Cross certified or equivalent and must be at least 21 years old. A swim test must be administered before any student is permitted in the deep end of the pool or swim area. A tracking system shall be designed in advance of trip to identify those students who have and have not passed the swim test.

**6.12.3.5.** The ratio of adult chaperones to students shall be at least one to ten. In grades 4-6, this ratio shall be at least one to eight. In grades K-3, this ratio shall be at least one to four.

**6.12.3.6.** Specific supervisory responsibilities shall be determined in advance to accommodate the varying swimming abilities of students. These responsibilities shall be clarified in writing and reviewed verbally before the trip.

**6.12.3.7.** Emergency procedures shall be included with written instructions to adult chaperones and staff.

**6.12.3.8.** Staff and chaperones assigned to supervise students must wear swim suits and know how to swim and be at each side of the pool or swim area actively monitoring students at all times.

**6.12.3.9.** The After School Coordinator may require students to wear flotation devices, depending upon their age and swimming ability.

**6.12.3.10.** A buddy-system or other means of surveillance shall be arranged in advance and strictly enforced during swimming activities.

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

**6.13.1.** At least 2 weeks prior to trip date, all persons attending trip, including, but not limited to, each and every student, teacher, instructor, chaperone, supervisor, parent, administrator, volunteer, or aide (hereinafter "participant") will provide to the School District Office of the General Counsel an original, properly completed, signed and dated East Bay Regional Park District Waiver (attached as Exhibit E), executed by either the participant if he or she is 18 years of age or older, or the participant's parent or legal guardian if the participant is under 18 years of age

**6.13.2.** Should AGENCY fail to provide an original, properly completed, signed and dated East Bay Regional Park District Waiver for each trip participant as defined in Section 6.13.1 above, AGENCY agrees to hold harmless, defend and indemnify OUSD, its officers, employees, volunteers and agents from all claims and actions resulting therefrom.

**7. Financial Records.** AGENCY understands that OUSD is responsible for fiduciary and programmatic oversight for the expenditure of the 21st Century ASSETS Core Grant, Direct Access, and Family Literacy grant funds contracted to AGENCY by OUSD for fiscal year 2011-2012. AGENCY will function as a sub recipient of funding and as such will follow all required fiscal guidelines and meet outlined standards as referenced in applicable Federal and State sub recipient guidelines. AGENCY will ensure that all contracted funds of this MOU are expended as per grant guidelines.

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

**7.2. Disputes.** AGENCY shall make all records related to 21<sup>st</sup> Century ASSETS, Direct Access, and Family Literacy grants available to OUSD for review. OUSD and AGENCY shall meet and confer regarding any disputes as to the amount of actual expenses before taking any action to collect funds.

**8. Invoicing**

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

**8.2. Unallowable Expenses.** AGENCY may not purchase computers or capital equipment using 21<sup>st</sup> Century ASSETS Core Grant, Direct Access, or Family Literacy funds.

**8.3. Invoice Requirements.** AGENCY will submit invoices with evidence of the following staff qualifications for each AGENCY employee and AGENCY agent, including employees of subcontracting agencies and volunteers: TB Clearance, current CA Department of Justice and FBI fingerprint clearance, and Instructional Aide requirement. AGENCY will utilize the required OUSD invoicing and staff qualifications form (Exhibit F) for regular invoice submission.

**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). For services rendered related to the 21st Century ASSETS Core Grant, Direct Access, and Family Literacy grants, OUSD shall pay AGENCY, on a monthly basis, for appropriately documented expenses related to the 21 Century ASSETS Core Grant, Direct Access, and Family Literacy grants, with a cumulative total for 2011-12 not to exceed \$86,214.00 in accordance with the attached Exhibits to this Memorandum. Invoices for payment of services shall be submitted by the 10<sup>th</sup> of each month to the Oakland SUCCESS office, utilizing the required OUSD invoicing and staff qualifications form (Exhibit F). OUSD will strive to adhere to second Accounts Payable check run per the published schedule of monthly payments if invoices are submitted in accordance with the established deadlines in this section of the MOU and invoices are submitted in accordance with the requirements set forth herein.

**8.5. Submission of Invoices for 21<sup>st</sup> Century ASSETS Grants.** For services rendered related to the 21st Century ASSETS grants, OUSD shall pay AGENCY, on a monthly basis, for appropriately documented expenses related to the 21ST Century ASSETS grant, with a cumulative total for 2011-12 not to exceed \$86,214.00 in accordance with the attached Exhibits to this MOU. Invoices for payment of services shall be submitted by the 10<sup>th</sup> of each month to the OUSD After School Programs Office, utilizing the required OUSD invoicing and staff qualifications form (**Exhibit F**). OUSD will strive to adhere to second Accounts Payable check run per the published schedule of monthly payments if invoices are submitted in accordance with the deadlines and requirements as set forth in this section and the accompanying Exhibits.

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

## **10. Changes**

**10.1 Agency Changes.** AGENCY may, at any time, by written order, make changes consistent with Section 5 Scope of Work of this MOU. If such changes cause an increase or decrease in the budgeted cost of or the time required for performance of the agreed upon work, an equitable adjustment as mutually agreed shall be made in the limit on compensation as set forth in Section 4 or in the time of required performance as set forth in Section 5.4, or both. In the event that AGENCY encounters any unanticipated conditions or contingencies that may affect the scope of work or services and result in an adjustment in the amount of compensation specified herein, AGENCY shall so advise OUSD immediately upon notice of such condition or contingency. The written notice shall explain the circumstances giving rise to the unforeseen condition or contingency and shall set forth the proposed adjustment in compensation. Such notice shall be given to OUSD prior to the time that AGENCY performs work or services related to

the proposed adjustment in compensation. Any and all pertinent changes shall be expressed in a written amendment to this MOU and signed by OUSD prior to AGENCY's implementation of such changes.

- 10.2 Changing Legislation.** AGENCY understands that changes in Federal, or state legislation or District policy may impact funding levels, grant requirements, and responsibilities of AGENCY during an academic school year. This MOU may be amended during the 2011-12 fiscal year to reflect additional changes resulting from such legislation.

## **11. Conduct of Consultant**

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

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

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

**11.2.2. Background Check.** Current California Department of Justice (CDOJ) fingerprint clearance and FBI fingerprint clearance for each AGENCY agent working with students. AGENCY will not permit its agents to come into contact with students until CDOJ and FBI clearance is ascertained, and AGENCY will certify in writing to OUSD that none of its agents who may come into contact with pupils have been convicted of a violent or a serious felony.

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

- 11.3. Removal of Staff.** In the event that OUSD, in its sole discretion, at any time during the term of this MOU, desires the removal of any AGENCY related persons, employee, representative or agent from OUSD school site and, or property, AGENCY shall immediately upon receiving notice from OUSD of such desire, cause the removal of such person or persons. Prior to the removal or change of any AGENCY staff member who is a regular part of the after school program, AGENCY shall inform the Site Administrator with as much notice as possible, and will work with the Site Administrator to ensure a smooth transition in staffing.

- 11.4. Conflict of Interest.** AGENCY shall abide by and be subject to all applicable OUSD policies, regulations, statutes or other laws regarding conflict of interest. AGENCY shall not hire any officer or employee of OUSD to perform any service by this Agreement. AGENCY affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between AGENCY's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to OUSD's attention in writing.

- 11.5. Drug-Free / Smoke Free Policy.** AGENCY understands that OUSD does not permit No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, AGENCY, or subcontractors are to use drugs on these sites

**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 preceding paragraph.

**13. Insurance.** Throughout the life of the MOU, AGENCY shall pay for and maintain in full force and effect with an insurance company(s) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A/VII" in Best Insurance Rating Guide, the following policies of insurance:

**13.1. Commercial General Liability** insurance which shall include contractual, products and completed operations, corporal punishment and sexual misconduct and harassment coverage, and bodily injury and property damage liability insurance with combined single limits of not less than \$1,000,000 per occurrence.

**13.2. Workers' Compensation** insurance, as required by the California Labor Code, with not less than the statutory limits.

**13.3. Property and Fire** insurance shall provide to protect: Real Property, against risk of direct loss, commonly known as Special Form and Fire Legal Liability, to protect against liability for portions of premises leased or rented; Business Personal Property, to protect on a Broad Form, named peril bases, for all furniture, equipment and supplies of AGENCY. If any OUSD property is leased, rented or borrowed, it shall also be insured the same as real property.

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

**14. Litigation.** [This section is intentionally deleted by the parties].

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

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.

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

**OAKLAND UNIFIED SCHOOL DISTRICT**

Jody Linder 1/24/12  
Date

- President, Board of Education
- State Administrator
- Superintendent

Egon Lakstrom, Esq. 1/24/12  
Date  
Secretary,  
Board of Education

Christa Sawke  
Date  
Executive Officer  
Complementary Learning

[Signature] 12/13/11  
Date  
Principal

William L. McDonald 12/15/11  
Date  
Network Executive Officer

MOU template approved by Legal April 2011.

J. Minor  
General Counsel  
1/18/2012

**AGENCY**

[Signature] 12/14/11  
Date  
Agency Director Signature

Josefina Alvarado Mena, CEO  
Print Name, Title

**Attachments:**

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

**LEGISLATIVE FILE**

File ID Number 11-3254  
Introduction Date 1-25-12  
Enactment Number 12-0106 B  
Enactment Date 1-25-12

Safe Passages

Metwest High School

Exhibit A

Attendance Reporting Schedule

Oakland Unified School District After School Programs Attendance Reporting Schedule	
Monthly Attendance Period	Deadline to Input Attendance Data into Cityspan
July 1 – August 30, 2011	September 6, 2011
September 1-30, 2011	October 3, 2011
October 1-30, 2011	November 7, 2011
November 1-30, 2011	December 5, 2011
December 1-31, 2011	January 2, 2012
January 1-31, 2012	February 6, 2012
February 1-28, 2012	March 5, 2012
March 1-31, 2012	April 2, 2012
April 1-30, 2012	May 7, 2012
May 1-31, 2012	June 4, 2012
June 1-30, 2012	June 30, 2012



Exhibit B

Planning Tool / Comprehensive After School Program Budget

*(Template distributed separately)*

**INSERT HERE**

Exhibit C  
**OAKLAND UNIFIED SCHOOL DISTRICT  
21 CENTURY ASSETS HIGH SCHOOL AFTER SCHOOL PROGRAMS**

PARENT PERMISSION AND STUDENT INFORMATION

I give my child permission to participate in the 2011-12 \_\_\_\_\_ After School Program.  
Name of School: Metwest High School

\_\_\_\_\_      \_\_\_\_\_      \_\_\_\_\_  
Student's Name      Grade      Date of Birth

\_\_\_\_\_      \_\_\_\_\_      \_\_\_\_\_  
Parent/Guardian Name (Please print)      Signature      Today's Date

\_\_\_\_\_      \_\_\_\_\_      \_\_\_\_\_  
Home Address      City      Zip

\_\_\_\_\_      \_\_\_\_\_      \_\_\_\_\_  
Home Phone      Work Phone      Cell Phone

**EMERGENCY CONTACT INFORMATION**

In case of emergency please contact:

\_\_\_\_\_      \_\_\_\_\_      \_\_\_\_\_  
Name      Relationship      Phone: work/home/cell

Does your child have health coverage?      \_\_\_\_\_ Yes      \_\_\_\_\_ No

\_\_\_\_\_      \_\_\_\_\_      \_\_\_\_\_  
Name of Medical Insurance      Policy/ Insurance #      Primary Insured's Name

\_\_\_\_\_      \_\_\_\_\_  
Medical History that may be of importance      Medication Student is taking

\_\_\_\_\_  
List any Allergies

\_\_\_\_\_      \_\_\_\_\_  
Name of Child's Doctor      Telephone

I authorize After School Program Staff to furnish and/or obtain emergency medical treatment which may be necessary for my child during the After School Program.

\_\_\_\_\_      \_\_\_\_\_      \_\_\_\_\_  
Parent/Guardian Name      Signature      Date

Safe Passages - Metwest High School  
High School After School MOU 2011-2012, page 17 of 27

**RELEASE OF LIABILITY**

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

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

**STUDENT RELEASE**

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

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

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

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

\_\_\_\_\_

Parent/Guardian/Caretaker Signature

Date

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

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

\_\_\_\_\_ Parent/Guardian Signature

**PHOTO/VIDEO RELEASE**

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

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

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



\_\_\_\_\_ Parent/Guardian Signature

Exhibit D

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

This form should be completed by the 1<sup>st</sup> day of each semester

Contact Information:			
Site Name	Metwest High School	Lead Agency Name	Safe Passages
Name of Contact Person		Email	
Telephone		Fax	

The following Field Trips, Off Site Events and Off Site Activities for the After School Program will occur during:

- Fall Semester- August 29, 2011 to January 27, 2012
- Spring Semester- January 30, 2012 to June 14, 2012

Name of Field Trip, Off Site Event, and/or Off Site Activities	Date(s)	Time(s)

Site Coordinator Signature \_\_\_\_\_ Date \_\_\_\_\_

Lead Agency Director Signature \_\_\_\_\_ Date \_\_\_\_\_

Site Administrator Signature \_\_\_\_\_ Date \_\_\_\_\_

Exhibit E

EAST BAY REGIONAL PARK DISTRICT

WAIVER AND RELEASE OF LIABILITY AND INDEMNITY AGREEMENT

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

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

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

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

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

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

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

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

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

EBRPD Waiver - Swim Use  
Rev. 3/09

Exhibit F



OAKLAND UNIFIED  
SCHOOL DISTRICT

Community Schools. Thriving Students.

**INVOICING AND STAFF QUALIFICATIONS FORM  
2011-12**

**Basic Directions**

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

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

**Agency Information**

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

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

Exhibit G (1)



OAKLAND UNIFIED  
SCHOOL DISTRICT

Community Schools, Thriving Students

**PROCEDURE FOR INVOICING  
Oakland Unified School District**

**Comprehensive After School Programs 2011-2012**

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

- ◆ All 21<sup>st</sup> Century and/or ASES invoices must be submitted to the OUSD After School Programs Office in order to be processed and paid. We are located at 495 Jones Avenue, in the Brookfield Annex.
- ◆ All invoices must be generated on your organization's letterhead. This applies to both agency and individual contractors.
- ◆ To maintain invoicing consistency so that all necessary information is included, please use the attached invoicing format. Simply cut and paste the format onto your organization's letterhead. Please utilize the sample invoice as a guide. All of the information in the top section of the invoice template **MUST** be completed in order to process for payment. Also, in the body of the template, a detailed breakdown of charges must be provided, including number of hours worked and hourly rate. **Failure to fully complete an invoice according to these specifications may result in a delay of payment.**
- ◆ All invoices should cover only one calendar month, i.e. the 1<sup>st</sup> through the 30<sup>th</sup> or 31<sup>st</sup>.
- ◆ Contractor, Agency, Site Coordinator, and Principal signatures must be secured prior to submission of invoices to the After School Programs Office. All of these signatures must be originals.
- ◆ Invoices for the month are generally due in the After School Programs Office by 5:00 p.m. on the 10<sup>th</sup> of the following month. This is not a steadfast rule; for example, the invoice for September 1-30<sup>th</sup> is due in our office on the 11<sup>th</sup> of October (the 10<sup>th</sup> is a Sunday). **Invoices that are submitted after the due dates listed below will be processed the following monthly invoicing period.**

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

<b>Invoices due to our office by 5:00 pm on:</b>	<b>Accounts Payable checks to be mailed on:</b>
August 10, 2011	August 26, 2011
September 9, 2011	September 23, 2011
October 10, 2011	October 24, 2011
November 10, 2011	November 25, 2011
December 9, 2011	December 23, 2011
January 10, 2012	January 23, 2012
February 10, 2012	February 24, 2012
March 9, 2012	March 23, 2012
April 10, 2012	April 23, 2012
May 10, 2012	May 25, 2012
June 11, 2012 for May invoices	June 25, 2012
June 15, 2012 for Final Billing	TBD

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

Safe Passages                      Metwest High School





Exhibit G (2)

**PROCEDURES for PAID INSERVICE/EXTENDED CONTRACTS and TIME SHEETS  
OUSD CERTIFICATED TEACHERS 2011-2012**

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

Paying OUSD Certificated Employees (Teachers)

- ◆ Academic Liaisons should submit a Paid Inservice form and Extended Contract teachers should submit a "Request for Extended Contract" IN ADVANCE to approve all projected work to be completed, using appropriate Budget Org Key (Object Code usually -1120 or -1122)
- ◆ **The FIRST submission of the Paid Inservice/Extended Contract paperwork must be accompanied by a timesheet in order to be processed by OUSD Payroll. No payment will be rendered until timesheets are submitted to our office.**
- ◆ Have Employee sign Extended Contract & ALL Time Sheets
- ◆ Have Principal approve and sign Paid Inservice/Extended Contract & ALL Time Sheets
- ◆ Please be sure to submit ORIGINALS of all documents
- ◆ Please use only ONE SIDED Time Sheets
- ◆ Deliver to OUSD After School Programs Office — All 21<sup>st</sup> Century and/or ASES Paid Inservice/Extended Contracts and Time Sheets must be submitted to the OUSD After School Programs Office in order to be processed and paid. We are located at 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 Inservice 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:	OUSD Payroll Issue Dates ***Please note: Allow 45 days processing time for the first submission. Future submissions take approximately 2 weeks .***
September 30, 2011	October 14, 2011
October 31, 2011	November 15, 2011
November 30, 2011	December 15, 2012
December 16, 2011	January 13, 2012
January 31, 2012	February 15, 2012
February 29, 2012	March 15, 2012
March 30, 2012	April 13, 2012
April 30, 2012	May 15, 2012
May 31, 2012	June 15, 2012
June 15, 2012	July 5, 2012

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

Exhibit G (3)



OAKLAND UNIFIED  
SCHOOL DISTRICT

*Community Schools, Thriving Students*

**PROCEDURES for EXTENDED TIME and/or OVERTIME FORMS (ET/OT)  
for OUSD CLASSIFIED EMPLOYEES 2011-2012**

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

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

- ◆ Complete "Combined ET/OT/CT and Move-Up/Acting Time Report", using appropriate Budget Org Key
- ◆ Have Employee Sign Form
- ◆ Have Site Coordinator Sign Form
- ◆ Have Principal Approve and Sign Form
- ◆ All Custodial ET/OT forms must be submitted to Custodial Services at 900 High Street.
- ◆ All SSO ET/OT forms must be submitted to Mynette Theard in the SSO Office at 1011 Union St.
- ◆ Any other ET/OT forms for 21<sup>st</sup> Century and ASES classified staff must be delivered to Oakland SUCCESS After School Programs Office in order to be processed and paid. Please see payment schedule in chart below. **Forms that are submitted after the due dates listed below will be paid on the following Payroll Issue Date.** We are located at 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:	OUSD Payroll Issue Dates
September 15, 2011	September 30, 2011
September 30, 2011	October 14, 2011
October 14, 2011	October 31, 2011
October 31, 2011	November 15, 2011
November 15, 2011	November 30, 2011
November 30, 2011	December 15, 2011
December 15, 2011	December 30, 2011
December 30, 2011	January 13, 2012
January 13, 2012	January 31, 2012
January 31, 2012	February 15, 2012
February 15, 2012	February 29, 2012
February 29, 2012	March 15, 2012
March 15, 2012	March 30, 2012
March 30, 2012	April 13, 2012
April 13, 2012	April 30, 2012
April 30, 2012	May 15, 2012
May 15, 2012	May 31, 2012
May 31, 2012	June 15, 2012
June 15, 2012	June 29, 2012

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**



# CERTIFICATE OF LIABILITY INSURANCE

OP ID: PC

DATE (MM/DD/YYYY)

05/26/11

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

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

PRODUCER <b>Chapman</b> License #0522024 P. O. Box 5455 Pasadena, CA 91117-0455	626-405-8031 626-405-0585	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: <b>SAFEP-1</b>	FAX (A/C, No):
INSURED <b>Safe Passages</b> 250 Frank Ogawa Plaza #6306 Oakland, CA 94612	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : <b>Nonprofits' Insurance Alliance</b>		<b>NIAC</b>
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			201121017NPO	05/09/11	05/09/12	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	X					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 20,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000
	<input type="checkbox"/> POLICY	<input type="checkbox"/> PRO-JECT	<input type="checkbox"/> LOC				GENERAL AGGREGATE \$ 3,000,000
							PRODUCTS - COMP/OP AGG \$ 3,000,000
							\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						\$
	<input type="checkbox"/> NON-OWNED AUTOS						\$
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR					EACH OCCURRENCE \$
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$
	DEDUCTIBLE						\$
	RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				OTHER
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
The Oakland Unified School District, it's officers, employees, volunteers, and/or agents are named as additional insureds with respect to the operations of the named insured per the attached CG 2026 endorsement.

## CERTIFICATE HOLDER

## CANCELLATION

OAKLAND	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
Oakland Unified School District Oakland and Success Office 495 Jones Street Oakland, CA 91603	AUTHORIZED REPRESENTATIVE 

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

**ADDITIONAL INSURED – DESIGNATED  
PERSON OR ORGANIZATION**



This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)
<p>Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy, and for which a certificate of insurance naming such person or organization as additional insured has been issued, but only with respect to their liability arising out of their requirements for certain performance placed upon you, as a nonprofit organization, in consideration for funding or financial contributions you receive from them. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.</p>
<p>The Oakland Unified School District, it's officers, employees, volunteers, and/or agents</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

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

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

Exhibit I

Statement of Qualifications

**INSERT HERE**



safepassages

250 Frank H. Ogawa Plaza, Suite 6306, Oakland, CA 94612  
phone: 510.238.6368 fax: 510.238.2062  
[www.safepassages.org](http://www.safepassages.org)

Safe Passages was founded when Oakland was chosen, in 1996, as one of five urban cities to participate in the Urban Health Initiative of the Robert Wood Johnson Foundation, designed to improve the health and safety of children. The focus of Safe Passages was to create large scale systems change to improve public system service delivery. To this end, Safe Passages developed an unprecedented partnership in Oakland among the city government, the County of Alameda, the Oakland Unified School District (OUSD), the East Bay Community Foundation (EBCF), and a variety of community-based organizations. For the majority of its tenure, the work of Safe Passage focused on bringing and implementing, on a city-wide scale, effective, research based practices in Oakland aimed at reducing the effects of exposure to violence on young children and youth. Safe Passages undeniable success in this endeavor led the board of Safe Passages in 2004 to expand the work of this unprecedented collaborative to other high need areas of Alameda County.

Today over 65 governmental agencies, community service providers, schools, early childhood centers, and philanthropic organizations work together under the Safe Passages umbrella to design, fund, implement, and evaluate programs for poor and vulnerable families in Oakland, particularly those *exposed to community violence*.

Safe Passages has a demonstrated track record in managing multi-year, multimillion dollar grants since 1995, including \$5.2 million in direct cash grants from public agencies including the City of Oakland, Alameda County, Oakland Unified School District, U.S. Department of Justice, U.S. Department of Health & Human Services, California State Board of Corrections, State Asset Forfeiture Fund, and Oakland Police Department; an additional \$9.7 million in direct cash grants from private foundations including Robert Wood Johnson Foundation, The California Endowment, East Bay Community Foundation, United Way, Evelyn & Walter Haas Jr. Fund, Walter S. Johnson Foundation, and the San Francisco Foundation.

Safe Passages will facilitate seamless program delivery; coordinate involvement of collaborative agencies; implement weekly communication strategies with the help of the School Site Coordinator; and fulfill fiscal monitoring and grant reporting responsibilities.

## OUSD Strategic Questions: After School Outcomes/Impact

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

School: MetWest High School      Lead Agency Partner: Safe Passages

Strategic Questions & Desired Outcomes	Activities: What after school program activities will support the desired outcomes?	Metrics: How will the program measure its efforts to support the desired outcomes?
<p>High School Graduation: How many more Oakland children are graduating from high school?</p>	<p>The after school program at MetWest led by Safe Passages, will include an academic component every day throughout the school year. The academic component will run for approximately 75 minutes each day providing students with academic support that is equivalent to 37.5 additional school days. The following activities will prepare students for the successful completion of their high school diploma and will foster a love of learning that will support their college and career goals beyond high school.</p> <ul style="list-style-type: none"> <li>• Science classes, both 11<sup>th</sup> grade chemistry and 9<sup>th</sup> grade environmental science classes will be offered. Students will be grouped by grade level and a high level of instruction will be provide.</li> <li>• Academic skill building activities that reinforce grade level Math &amp; ELA content standards introduced during the traditional school day. Students will be grouped by grade level these activities will be staffed at 1/18 adult student ratio.</li> <li>• Students with below a 2.5 GPA and students who score below or far below basic on the CST will receive additional instruction in core content areas. Students will be grouped by grade level these activities will be staffed at 1/10 adult student ratio.</li> <li>• CAHSEE prep classes. Students will prepare for successful completion of the CAHSEE and develop their test taking skills and strategies.</li> <li>• SAT prep classes. Students will prepare for the SAT</li> </ul>	<ul style="list-style-type: none"> <li>• 85% of program participants will demonstrate an increase in understanding of core content subjects, measured through increase in GPA, mastery of grade level benchmarks, and CST scores.</li> <li>• 85% of program participants will demonstrate increased school engagement as measured by student, parent, and teacher year-end surveys.</li> <li>• 85% of program participants classified as English Language Learners will demonstrate an increase/improvement in vocabulary development and reading comprehension which is a common indicator linked to successful completion of the CAHSEE required for high school graduation.</li> </ul>



	<p>exam while developing their test taking skills and strategies.</p> <ul style="list-style-type: none"> <li>• Students will have access to credit recovery through cyber high.</li> <li>• ELL students will work with an academic mentor to develop English Language skills. Students will be grouped by grade level these activities will be staffed at 1/10 adult student ratio.</li> <li>• Family engagement activities include, parent workshops, adult education opportunities, family nights, student showcases, and performances.</li> <li>• Monthly collaborative meetings between lead agency and school leadership to co-develop after school programming that is aligned with the regular school day program and supports school goals for student achievement.</li> <li>• Regular monitoring of academic performance of program participants by Site Coordinator and Academic Liaison; development of targeted academic support activities to support student skill-building.</li> <li>• Engaging project-based learning and skill building activities such as fashion design, graffiti, Pilates, yoga, tech skills, cooking and student leadership.</li> </ul>	<ul style="list-style-type: none"> <li>• 85 % of families will report in year-end surveys that they have increased understanding of how to support their child's learning and progress toward high school graduation.</li> <li>• 85% of Teacher and Principal year-end survey results indicate that the after school program supports school goals and student achievement.</li> </ul>
<p>School Day Attendance: How many more Oakland children are attending school 95% or more?</p>	<ul style="list-style-type: none"> <li>• Ongoing monitoring of school day attendance data for all after school participants; parent communication regarding regular absences.</li> <li>• Mentoring to students regarding the importance of coming to school daily.</li> <li>• Monthly attendance achievement awards and incentives to after school participants who attend school 95% or more.</li> <li>• Advisors will make at least one home visit to each of their students per year. This process builds a real relationship between the student's home life and the school and creates a richer environment that promotes</li> </ul>	<ul style="list-style-type: none"> <li>• 85% of program participants will demonstrate increased school engagement as measured by student, parent, and teacher year-end surveys.</li> <li>• 90% of enrolled participants who do not attend school at least 95% will receive mentoring, parent communication, and parent support regarding attendance concerns.</li> </ul>

<p><b>Job Skills/Career readiness:</b> How many more students have meaningful internships and/or paying jobs?</p>	<p>accountability and communication.</p> <ul style="list-style-type: none"> <li>• All MetWest students will work in an unpaid internship 2 days per week. This process will expose students to careers in multiple fields and develop students understanding of work readiness skills.</li> <li>• Students will choose, arrange, call, and interview for internships of their choosing. Through this process, MetWest students will gain valuable real world knowledge of what identifying, pursuing, and participating in a career is like.</li> <li>• Students will work closely with their internship mentor and their Advisor on work readiness, professional behavior, and productivity at their internships. The IM and Advisor will communicate regularly and the student's Advisor will visit the internship site at least once per semester.</li> <li>• Program participants will have the opportunity to participate in skill-building enrichment activities that will foster habits of career readiness, including public speaking, punctuality, teamwork, and goal setting.</li> <li>• Career preparation through technology skill building and instruction.</li> </ul>	<ul style="list-style-type: none"> <li>• 100% of program participants will make receive information regarding career opportunities related to the activities they participate in as well as the educational pathways/qualifications related to those careers.</li> <li>• All students will gain work readiness skills and be prepared to apply and interview for jobs in the community.</li> <li>• All students will receive career support training and forge an important relationship with an on (internship) site mentor, who will offer unique insight into the career(s) of the student's choosing.</li> </ul>
<p><b>Health Services:</b> How many more Oakland children have access to, and use, the health services they need?</p>	<p>One of the key elements of the Safe Passages School Linked Strategy is the institutionalization of a Coordination of Services Team (COST) that meets weekly to discuss student referrals and allocate appropriate school and community based services including behavior health, physical health, and dental health. The team consists of the Site Coordinator, who convenes the COST, a licensed mental health therapist, a clinical case manager, a site administrator, the After School Coordinator, Academic Liaison and teachers. A Safe Passages School Linked Services Senior Policy Associate provides on-going technical assistance and training to support the COST process. The COST process has been implemented at the MetWest campus beginning this year..</p>	

**Narrative for Board Memo: (please complete all highlighted sections)**

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

High School Graduation: Access to academic support in a positive learning environment through after school programs helps students build their basic skills and gain the academic self-confidence necessary for success. Students benefit from safe and enriching activities, in which they can develop skills, build self-confidence, pursue interests, express themselves, and interact in positive ways with caring adults and their peers. MetWest's program is designed to develop resiliency skills such as peaceful conflict resolution, healthy decision-making, and the self-confidence youth need to succeed academically and socially. The after school program at MetWest led by Safe Passages, will include an academic component every day throughout the school year. The academic component will run for approximately 75 minutes each day providing students with academic support that is equivalent to 37.5 additional school days. The following activities will prepare students for the successful completion of their high school diploma and will foster a love of learning that will support their college and career goals beyond high school: LTI (Learning Through Internship), Street Styles fashion design, Graph Cypher graffiti class, SheRose art class, Raza Studies, and cooking.

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

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

Access to Health Services: One of the key elements of the Safe Passages School Linked Strategy is the institutionalization of a Coordination of Services Team (COST) that meets regularly at the school to discuss student referrals. The team consists of the Site Coordinator, who convenes the COST, the mental health therapist, the case manager, a site administrator, the After School Coordinator, Academic Liaison and teachers. A Safe Passages School Linked Services Senior Policy Associate provided on-going technical assistance and training to support the COST process. The COST process has been implemented at MetWest beginning this year. School staff and community

members are trained to use the Safe Passages' referral system to identify students that are in need of support for a variety of reasons. This gathering of school professionals and care-givers provides a forum for discussion of student referrals and an opportunity for collaboration, decision-making, and action regarding appropriate support and/or interventions. COST members are well versed in youth development practice. The COST also facilitates alignment between the after school program and the school day.

2011-2012 High School After School Program Budget

**AFTER SCHOOL BUDGET PLANNING SPREADSHEET**

HIGH SCHOOLS 05.24.2011

Site Name: MetWest		21CCLC Core		21CCLC Equitable Access		21CCLC Family Literacy		Other Lead Agency Funds
Site #: 338		Resource 4124		Resource 4124		Resource 4124		
Average # of students to be served daily (ADA):	%	OUSD	Lead Agency	OUSD	Lead Agency	OUSD	Lead Agency	Lead Agency
<b>TOTAL GRANT AWARD</b>		\$167,780		\$46,268		\$40,283		
<b>CENTRAL COSTS: INDIRECT, ADMIN, EVAL, PD, CUSTODIAL, SUPPLIES</b>								
	OUSD Indirect (4.25%)	\$6,840		\$1,886		\$1,642		
	OUSD ASPO admin, evaluation, and training/technical assistance costs	\$14,631		\$4,035		\$3,513		
	Custodial Staffing	\$4,126		\$1,138		\$991		
	Custodial Supplies	\$732		\$202		\$176		
<b>TOTAL SITE ALLOCATION</b>		\$141,452		\$39,008		\$33,962		
<b>CERTIFICATED PERSONNEL</b>								
1120	Academic Liaison REQUIRED	\$4,000		\$0		\$0		
1120	2 FTE TSA x 11 months	\$8,503						
1120	8 FTE TSA x 2 months	\$4,950						
1120	Certificated Teachers (Home Visits 3 hrs pr student x 160 students)			\$5,559		\$5,559		
1120	Certificated Teachers (8 @ \$23.16 per hour x 1 hour per day x 90 days)	\$16,675						
<b>Total certificated</b>		<b>\$34,128</b>		<b>\$5,559</b>		<b>\$5,559</b>		
<b>CLASSIFIED PERSONNEL</b>								
2205	Site Coordinator 10 month employee	\$6,874						
	Site Coordinator 10 month employee @ 50%		\$23,625					
	Safe Passages Extended Day Director		\$4,400					\$4,400
	After School Program Assistant (\$18 pr hr x 4 hrs pr day x 100 days)		\$7,200					
<b>Total classified</b>		<b>\$6,874</b>	<b>\$35,225</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$4,400</b>
<b>BENEFITS</b>								
3000's	Employee Benefits for Additional Time (20%)	\$6,826		\$2,223		\$2,223		
3000's	Employee Benefits for Salaried Employees (40%)	\$4,583						
3000's	Lead Agency benefits		\$11,210					\$1,760
<b>Total benefits</b>		<b>\$11,409</b>	<b>\$11,210</b>	<b>\$2,223</b>	<b>\$0</b>	<b>\$2,223</b>	<b>\$0</b>	<b>\$1,760</b>
<b>BOOKS AND SUPPLIES</b>								
4310	Supplies (OUSD only)							\$0

**2011-2012 Elementary/Middle School After School Program Budget**

4310	Curriculum (OUSD only)							\$0
5829	Field Trips/Special Events		\$3,377				\$1,649	\$0
4420	Equipment (OUSD only)							\$0
	Transportation			\$3,252				
	Total books and supplies	\$0	\$3,377	\$3,252	\$0	\$0	\$1,649	\$0

**CONTRACTED SERVICES**

5825	STEM (2 instructors @ 46.25 per hour x 259 hours)		\$11,978					
5825	East Side Arts Alliance		\$3,850					
5825	Active Electives (6 instructors @ \$25 per hour x 2 hrs pr wk x 30 weeks)		\$9,000					
5825	Rock Paper Scissors Street Style		\$3,145					
5825	OCO Leadership Activities					\$500		
5825	Cycles of Change				\$2,135			
		\$0	\$27,973	\$0	\$2,135	\$0	\$500	\$0

**IN-KIND DIRECT SERVICES**

	Professional Development & Curriculum							\$3,600
	Total value of in-kind direct services							\$3,600

**LEAD AGENCY ADMINISTRATIVE COSTS**

	Lead Agency admin (4% max of total contracted \$)		\$3,111		\$948		\$86	
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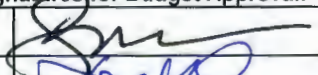
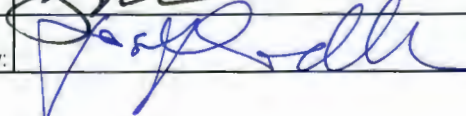
**SUBTOTALS**

	Subtotals DIRECT SERVICE	05	\$56,654	\$77,785	\$12,204	\$2,135	\$7,782	\$2,149	\$9,760
	Subtotals Admin/Indirect	18	\$22,085	\$3,111	\$6,090	\$948	\$5,303	\$86	\$0

**TOTALS**

	Total budgeted per column		\$78,739	\$80,896	\$18,294	\$3,083	\$13,085	\$2,235	\$9,760
	Total BUDGETED	00	\$159,635		\$21,377		\$40,283		\$9,760
	BALANCE remaining to allocate		\$8,145		\$24,891		\$24,963		
	TOTAL GRANT AWARD/ALLOCATION TO SITE		\$167,780		\$46,268		\$40,283		

Required Signatures for Budget Approval:

Principal:		Date: 12/03/11
Lead Agency:		Date: 12/14/11

## After School Program Activity Schedule Worksheet

**School Site: MetWest High School**

Time Blocks	Monday		Tuesday		Wednesday		Thursday		Friday	
	Activity	Provider	Activity	Provider	Activity	Provider	Activity	Provider	Activity	Provider
12:30-2:00	STEM	EBAYS	9 <sup>th</sup> Grade LTI	Intern Coordinator	STEM	EBAYS	9 <sup>th</sup> Grade LTI	Intern Coordinator	Salsa	Greg
	STEM	Sarah	10 <sup>th</sup> Grade LTI	Intern Coordinator	STEM	Sarah	10 <sup>th</sup> Grade LTI	Intern Coordinator	Pilates	Kendal
	CAHSEE Prep	Kiana	11 <sup>th</sup> Grade LTI	Intern Coordinator	CAHSEE Prep	Kiana	11 <sup>th</sup> Grade LTI	Intern Coordinator	Yoga	Sarah
	Math Tutoring	Derek	12 <sup>th</sup> Grade LTI	Intern Coordinator	Math Tutoring	Derek	12 <sup>th</sup> Grade LTI	Intern Coordinator	GSA	Kiana
	Writing Lab	Jovante			Writing Lab	Jovante			Bike Club	Alyssa
	ELA Credit Recovery	Michelle			ELA Credit Recovery	Michelle			Graff Cypher	Jose
	Algebra Credit Recovery	Derek			Algebra Credit Recovery	Derek			Basketball	Derek
2:00-2:15	Snack	All	Snack	All	Snack	All	Snack	All	Snack	All
2:15:4:15	Street Style Fashion	Rock Paper Scissors	9 <sup>th</sup> Grade LTI	Intern Coordinator	Street Style Fashion	Rock Paper Scissors	9 <sup>th</sup> Grade LTI	Intern Coordinator	Street Style Projects	Kristi
	SheRose	ESAA	10 <sup>th</sup> Grade LTI	Intern Coordinator	Bike Club	Cycles of Change	10 <sup>th</sup> Grade LTI	Intern Coordinator	Cooking	Rosa
	Raza Studies	ESAA	11 <sup>th</sup> Grade LTI	Intern Coordinator	Man Up	CYO	11 <sup>th</sup> Grade LTI	Intern Coordinator		
			12 <sup>th</sup> Grade LTI	Intern Coordinator	Sistas Solidarity	CYO	12 <sup>th</sup> Grade LTI	Intern Coordinator		
4:15-6:00	Study Hall	All Staff	Study Hall	All Staff	Study Hall	All Staff	Study Hall	All Staff	Study Hall	All Staff

## MEMORANDUM OF UNDERSTANDING ROUTING FORM 2011-2012

### Basic Directions

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

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

### Agency Information

Agency Name	Safe Passages	Agency's Contact Person	Josefina Alvarado-Mena
Street Address	250 Frank H. Ogawa Plaza. Suite 6306	Title	Executive Director
City	Oakland	Telephone	(510) 238-6368
State	CA	Zip Code	94612
		Email	jalvarado@oaklandnet.com
OUSD Vendor Number	V056292		
Attachments	<input type="checkbox"/> Proof of general liability and workers' compensation insurance <input type="checkbox"/> Statement of qualifications <input type="checkbox"/> Program Planning Tool and Budget		

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

Anticipated Start Date	01/12/2012	Date work will end	06/30/2012	Total Contract Amount	<b>\$86,214.00</b>
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### Budget Information

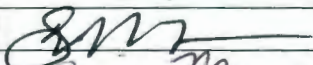
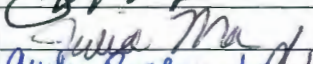
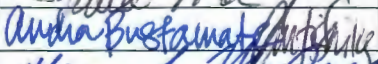
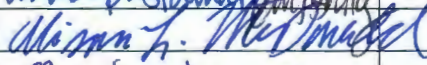
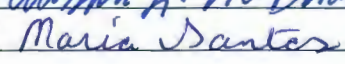
Resource #	Resource Name	Org Key #	Object Code	Amount	Req. #
4124	21 <sup>st</sup> CCLC- Core	3381850401	5825	<b>\$80,896.00</b>	R0202649
4124	21 <sup>st</sup> CCLC- Fam Lit	3381851401	5825	<b>\$ 3,083.00</b>	R0202650
4124	21 <sup>st</sup> CCLC- Eq Ac	3381852401	5825	<b>\$ 2,235.00</b>	R0202651

### OUSD Contract Originator Information

Name of OUSD Contact	Sean McClung	Email	Sean. McClung @ousd.k12.ca.us		
Telephone	(510) 451-5902	Fax	(510) 451-5903		
Site/Dept. Name	338/Metwest High School	After School Program Enrollment Grades	9	through	12

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

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

Please sign under the appropriate column.	Approved	Denied – Reason	Date
1. Site Administrator			12-13-11
2. Oakland After School Programs Office			12-9-11
3. Network or Executive Officer			12-14-11
4. Cabinet (CAO, CCO, CFO, CSO, Asst Sup)			12/15/11
5. Board of Education or Superintendent			12-19-11
Procurement	Date Received		