

Board Office Use: Legislative File Info.	
File ID Number	12-1413
Introduction Date	6-27-12
Enactment Number	12-1650
Enactment Date	6/27/12



**OAKLAND UNIFIED
SCHOOL DISTRICT**

Community Schools, Thriving Students

Memo

To The 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) 06/27/2012

Subject Memorandum of Understanding Amendment - 1
Higher Ground Neighborhood Development, Oakland, CA (contractor, City State)
101/Allendale Elementary School (site/department)

Action Requested Approval of the Amendment to the Memorandum of Understanding between Oakland Unified School District and Higher Ground Neighborhood Development, Oakland, CA. Services to be primarily provided to 101/Allendale Elementary School for the period of July 1, 2011 through July 20, 2012.

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

For Summer Programs, Higher Ground Neighborhood Development Corporation will be providing extended learning opportunities in Science, Technology, Engineering and Mathematics (STEM) and Enrichment activities for the afternoon portion of the summer program. The original contract period will be extended for the summer program from July 1, 2011 through June 30, 2012, to a new amended end date of July 20, 2012. Funding for this project is supported by private grant dollars through the Partnership for Children and Youth, resulting in no cost to the District.

Discussion
One paragraph summary of the amended scope of work.

Approval by Board of Education of Amendment No. 1 of the Memorandum of Understanding between the District and Higher Ground Neighborhood Development Corporation, Oakland, CA, for the latter to provide summer learning programming for afternoon STEM/Enrichment activities to extend the morning summer program into a full day program at Allendale Elementary School for the period of July 1, 2011 through July 20, 2012, at no cost to the District. All other terms and conditions of the MOU remain in full force and effect.

Recommendation Approval of the Amendment to the Memorandum of Understanding between Oakland Unified School District and Higher Ground Neighborhood Development, Oakland, CA. Services to be primarily provided to 101/Allendale Elementary School for the period of July 1, 2011 through July 20, 2012.

Fiscal Impact Funding resource name (please spell out) No Fiscal Impact not to exceed \$ 0.00

Attachments

- MOU Amendment
- Copy of original MOU

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OAKLAND UNIFIED SCHOOL DISTRICT

Community Schools, Thriving Students

**AMENDMENT NO. 1 TO
MEMORANDUM OF UNDERSTANDING**

The Oakland Unified School District (OUSD) and Higher Ground Neighborhood Development (Agency) entered into a Memorandum of Understanding (MOU) on 07/01/2011. The parties agree to amend that Agreement as follows:

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

Agency agrees to provide the following amended services:

For Summer Programs, Higher Ground Neighborhood Development Corporation will be providing extended learning opportunities in Science, Technology, Engineering and Mathematics (STEM) and Enrichment activities for the afternoon portion of the summer program.

2. **Terms (duration):** The term of the MOU is unchanged. The term of the MOU has changed.
If term is changed: The term of the MOU is extended by an additional 19 (days/weeks/months), and the amended expiration date is 07/20/2012.

3. **Compensation:** The compensation is unchanged. The compensation has changed.
If the compensation is changed: The MOU price is amended by:
 Increase of \$ _____ to original MOU amount – Funding Source: No Fiscal Impact
 Decrease of \$ _____ to original MOU amount – Funding Source: _____

The New Cumulative Amount of ISA(s) is not to exceed: _____ dollars (\$ 91,848.00).

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

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

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

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

OAKLAND UNIFIED SCHOOL DISTRICT

AGENCY

[Signature]

[Signature]

President, Board of Education

6/28/12
Date

Contractor Signature

5-31-12
Date

Superintendent

[Signature]

Print Name, Title

Secretary, Board of Education

6/28/12
Date

EPLS

Excluded Parties List System

**Search Results Excluded By
Firm, Entity, or Vessel : Higher Ground Neighborhood Development Corporation
as of 30-May-2012 3:17 PM EDT**

Your search returned no results.

**OUSD Summer Enrichment Programs
Elementary & Middle Schools
Summer 2012**

SECTION 1: School Site Information

School Site: Allendale Elementary	Date: 5-7-2012
Principal Signature: Steven Thomasbergeer <i>Steven Thomasbergeer</i>	Summer Lead Agency Signature: <i>Amber Blackwell</i>
Summer Site Coordinator Name (if known at this time): Khariyyah Sharbazz-Wade <i>[Signature]</i>	

SECTION 2: Learning Goals of Summer Program and intended impacts for participating students.

Indicate which OUSD Summer Learning Goals will be supported with this program (select at least one goal for each of the three categories below):

Academics:

- Participants understand how reading, writing and math apply to daily life.
 Participants improve their organizational skills.

Physical Activity:

- Participants are physically active and experience at least 30 minutes of moderate to vigorous activity daily.
 Participants learn ways to maintain good health and well-being over the summer.

Social/Emotional:

- Participants feel safe.
 Participants have a sense of belonging to the program.
 Participants have supportive relationships with adults.
 Participants experience positive social interactions with peers and caring adults.
 Participants transitioning to a new school become familiar with the new school's culture, rules, and students.

Identify any other learning goals your program will focus on this summer:

SECTION 3: OUSD Strategic Questions			
Complete the matrix for <i>at least one</i> of the following four OUSD Strategic questions.			
Strategic Questions/Desired Outcomes	Strategic Activities:	Outcomes of Strategic Activities:	Data used to assess the strategic activities:
<i>As a result of our Summer Learning efforts...</i>	<i>What summer strategic activities will support the desired outcomes?</i>	What short-term outcomes will you expect from your efforts by the end of the school year?	<i>What data will be collected to measure these outcomes?</i>
High School Graduation: How many more Oakland children are graduating from high school?	Summer programming will work to increase students understanding of the scientific method as well as core vocabulary that will allow them conceptual access to S.T.E.M knowledge	Students will know and understand all core S.T.E.M's vocabulary.	Pre and Post Test Authentic Assessments using a predetermined rubric that assures mastery in oral and knowledge exhibitions through end of the year science fair.
Satisfactory School Day Attendance: How many more Oakland children are attending school 95% or more?	S.T.E.M's summer programming will keep regular attendance and assure that programming is engaging and relevant to motivate students to come the entire day just to experience S.T.E.M's programming with HG	Project based S.T.E.M's lessons, the use of the surrounding environment, and integration of PG&E energy curriculum will keep programming fresh and engaging for students and HG staff.	Satisfactory surveys will be distributed at the end of the session to students and parents as parents should witness an increased interest and conversation around the environment and scientific concepts around them.
Job Skills/Career readiness: How many more students have meaningful internships and/or paying jobs?	HG programming is concentrated at the elementary level but our goal is to increase interest and curiosity about S.T.E.M's among our students.	Through pre and post surveys we hope to be able to increase the awareness, interest, and pursuit of occupations, hobbies, and life style choices influenced by S.T.E.M's concepts.	Pre and post surveys, observations, and interviews will be used to collect data around interest, admiration, and career goals tied to S.T.E.M's content.

<p>Health and Well-being: How many more Oakland children have access to, and use, the health services they need?</p>	<p>120 students and their families will have increased access to health services they need through our organizations community schools surveys. Higher Ground has currently surveyed Sobrante park and Allendale to assess what sort of health and other sort of needs.</p>	<p>Through our current community schools efforts after school has already begun identifying partners who can potentially address our health service needs upon the first semester of school across all four of our sites. Actual service implementation will not occur until Fall but planning and brokering partnerships has begun and will continue through summer.</p>	<p>The data used to determine health services is our 2012 community schools surveys and outreach logs that will be used to track or outreach efforts. We will use the summer to secure partnerships for the beginning of the school year when immunizations and other health screenings are vital.</p>
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SECTION 4: ATTENDANCE, PROGRAM DATES, AND PROGRAM SCHEDULE

Summer enrichment programs will augment and complement OUSD morning academic summer learning programs to provide students with a full day 6-7 hour day of summer learning for 4 weeks of the summer.

<p># of Program Days your program will operate during School Year 2012-2013:</p>	<p>19 days</p>
<p>Projected Daily Attendance during Summer 2012:</p>	<p>60 with an ADA of the standard 85% 51 students attending daily for the entire time everyday.</p>

Program Schedule

Submit summer program schedule as an attachment.

SECTION 5: Summer Academics

Summer Learning Programs can support academics in fun, engaging ways that can reinforce students' reading, writing, mathematics, and other academic skills, in addition to strengthening their organizational skills. The afternoon summer enrichment program is intended to complement the OUSD morning summer academic program by providing students with an opportunity to apply academic skills to daily life through project-based learning activities, STEM, service learning, and other summer learning opportunities.

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

	Target Population	Description of Program/Activity	Measurable Outcomes
1	k-5	Provide summer S.T.E.M instruction and project learning experiences along with at least 30 min of health and fitness daily	Children will have an increase awareness of S.T.E.M opportunities , terminology, and projects, Students will have an increase knowledge of how energy works within their environment.
2			
3			
4			

SECTION 6: ENRICHMENT & PHYSICAL ACTIVITY / RECREATION

Enrichment activities can provide students with the opportunity to apply their classroom learning in a real, hands-on way. Enrichment activities can intentionally and creatively build skills that support students' success in school and in life. Enrichment activities often support school goals for health and wellness, positive school climate, arts learning, and student engagement.

Type of Enrichment	Description of Program/Activity	Targeted Skills	Measurable Outcome
S.T.EM	Project based science, technology, engineering, and math lessons. Students will engage in getting to know you activities, science instructions, field trips to local environmental and tech events, as well as grow an appreciation for science through critical thinking and dialogue.	<input type="checkbox"/> College/Career Readiness <input checked="" type="checkbox"/> Social Skills/Conflict Res. <input checked="" type="checkbox"/> Leadership <input type="checkbox"/> Academic (specify) <input checked="" type="checkbox"/> Health/Fitness <input type="checkbox"/> Other (specify)	Increase in pro social problem solving Increase in leadership when engaging in science experiments. Increase in the amount of time student spends

			engaging in physical activity on a daily basis.
Health & Wellness	Students will participate in organized games & weekly swim lessons that target fundamentals of physical education standards. Students will engage in participating in "voice and choice" process of choosing their activities. Students will also be involved in leadership roles and opportunities to mentor peers.	<input type="checkbox"/> College/Career Readiness <input checked="" type="checkbox"/> Social Skills/Conflict Res. <input checked="" type="checkbox"/> Leadership <input type="checkbox"/> Academic (specify) <input checked="" type="checkbox"/> Health/Fitness <input type="checkbox"/> Other (specify)	Students will development leadership qualities that will carry into the classroom, program and social-emotional based activities.
		<input type="checkbox"/> College/Career Readiness <input type="checkbox"/> Social Skills/Conflict Res. <input type="checkbox"/> Leadership <input type="checkbox"/> Academic (specify) <input type="checkbox"/> Health/Fitness <input type="checkbox"/> Other (specify)	
		<input type="checkbox"/> College/Career Readiness <input type="checkbox"/> Social Skills/Conflict Res. <input type="checkbox"/> Leadership <input type="checkbox"/> Academic (specify) <input type="checkbox"/> Health/Fitness <input type="checkbox"/> Other (specify)	

SECTION 7 : Coordination with Other Service Providers

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

List key community partners whom you will actively collaborate with to accomplish the goals of your program.	City of Oakland Parks & Recreation, East Bay Regional Parks, Techbridge, Alameda County of Health , East Oakland Sports Center, Lawrence Hall of Science, San Jose Tech Museum , Sobrante Park Time Banking, Madison Middle School, Pacific Gas & Electric, Galastic Transportation, AC Transit, BART.
Identify other service providers and support personnel at your school (ie. school psychologist, School Based Health Center staff, counselor, mental health therapist, school nurse, parent liaison, etc.) whom you will actively collaborate with to accomplish the goals of your program.	Academic Liasons, Principals, Custodial, Parent Liason, Urban Supplemental Services.



HIGHER GROUND NEIGHBORHOOD DEVELOPMENT CORP.

6441 Herzog Street
 Oakland, California 94608
 510-658-6454

Daily Program Schedule

Time	On-Site			Off-Site
12:00 - 12:30	Team Circle - Set-Up/Announcements/ Prep			Team Circle - Set Up/Announcements/Prep
12:30 - 1:00	Check-In			Check-In and Travel
1:00- 2:30	STEM			Fieldtrip
2:30- 3:30	Enrichment (Performing Arts, Visual Arts, Service Learning/Health and Fitness)			Fieldtrip
3:30- 3:45	Reflection			Travel and Reflection
3:45- 4:00	Team circle			

MEMORANDUM OF UNDERSTANDING 2011-1012
AMENDMENT ROUTING FORM

Basic Directions

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

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

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

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

Agency Information

Agency Name	Higher Ground Neighborhood Develop	Agency's Contact Person	Amber Blackwell/Tiffany Gipson
Street Address	6441 Herzog Street	Title	Operations Director
City	Oakland	State	CA
Telephone	(510) 658-6454		
Zip Code	94608	OUSD Vendor Number	1001673
Email	tiffany4progress@yahoo.com		

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

Compensation – Must be within OUSD Billing Guidelines

Original MOU Amount	\$ 91,848.00	Original PO Number	P1201161
Amended MOU Amount	\$ 0.00	New Requisition Number	
New Total MOU Amount	\$ 91,848.00		

Budget Information

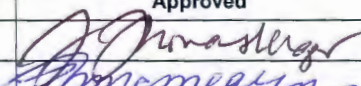

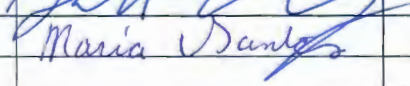

Resource #	Resource Name	Org Key #	Object Code	Amount
			5825	\$0.00
			5825	
			5825	
			5825	

OUSD Contract Originator Information

Name of OUSD Contact	Steven Thomasberger	Email	steven.thomasberger @ousd.k12.ca.us
Telephone	(510) 535-2812	Fax	(510) 535-2815
Site/Dept. Name	101/Allendale Elementary School		

Approval and Routing (in order of approval steps)

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

Please sign under the appropriate column.	Approved	Denied – Reason	Date
1. Site Administrator			5/30/12
2. Resource Manager, if applicable			5/30/12
3. Network or Regional Executive Officer			
4. Cabinet (Deputy Superintendent)			6-2-12
5. Superintendent or Board of Education			
Legal – Required if not standard MOU Amendment			
Procurement	Date Received		

Board Office Use: Legislative File Info.	
File ID Number	11-1906
Introduction Date	8-24-11
Enactment Number	11-1908
Enactment Date	8-24-11 JS



**OAKLAND
SCHOOL DISTRICT**

Community Schools, Thriving

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) August 24, 2011

Subject Memorandum of Understanding - Higher Ground Neighborhood Development
 (contractor) - 101/Allendale Elementary School (site/department)

Action Requested Approval of Memorandum of Understanding between Oakland Unified School District and Higher Ground Neighborhood Development Corporation. Services to be provided to Allendale Elementary School for the period of July 1, 2011 through June 30, 2012.

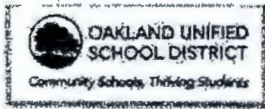
Background
A one paragraph explanation of why the consultant's services are needed.

The After School Education and Safety (ASES) Program is the result of the approved initiative, Proposition 49. This proposition amended California Education Code 8482 to expand and rename the former Before and After School Learning and Neighborhood Partnerships Program. The ASES Program funds the establishment of local after school education and enrichment programs. These programs are implemented through partnerships between schools and local community resources to provide literacy, academic enrichment and safe, constructive alternatives for students from kindergarten through ninth grade. The ASES program is defined within the language of SB 638 and Education Code (EC) sections 8482 through 8484.

Discussion
One paragraph summary of the scope of work.

Approval by Board of Education of a Memorandum of Understanding between Oakland Unified School District and Higher Ground Neighborhood Development Corporation, Oakland, CA, for the latter to provide services as lead agency to provide coordination, math intervention, homework support, student supervision and enrichment services for Allendale Elementary School's comprehensive ASES Program in the capacity of the After School Education and Safety (ASES) Contract for the period of July 1, 2011 through June 30, 2012, in the amount of \$91,848.00.

Recommendation Approval of Memorandum of Understanding between Oakland Unified School District and Higher Ground Neighborhood Development Corporation. Services to be provided to 101/Allendale Elementary School for the period of July 1, 2011 through June 30, 2012.



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	Higher Ground Neighborhood Development Corporation	Agency's Contact Person	Amber Blackwell/Tiffany Gipson	
Street Address	6441 Herzog Street	Title	Operations Directors	
City	Oakland	Telephone	(510) 658-6454/(510) 418-2495	
State	CA	Zip Code	94608	Email
				Tiffany4progress@yahoo.com
OUSD Vendor Number	i001673	Grade Level	K-5	
Attachments	<input checked="" type="checkbox"/> Proof of general liability and workers' compensation insurance <input checked="" type="checkbox"/> Statement of qualifications <input checked="" type="checkbox"/> Program Planning Tool and Budget			

Compensation and Terms – Must be within OUSD Billing Guidelines					
Anticipated Start Date	07/01/2011	Date work will end	06/30/2012	Total Contract Amount	\$91,848

Budget Information					
Resource #	Resource Name	Org Key #	Object Code	Amount	Req. #
6010	ASES	1011553401	5825	\$91,848	R0200303
			5825	\$	
			5825	\$	
			5825	\$	

OUSD Contract Originator Information					
Name of OUSD Contact	Steven Thomasberger	Email	Steven.Thomasberger@ousd.k12.ca.us		
Telephone	(510) 535-2812	Fax	(510) 535-2815		
Site/Dept. Name	101/Allendale School	After School Program Enrollment Grades	K	through	5

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			6-22-11
2. Oakland After School Programs Office			7/12/11
3. Network or Executive Officer			7/28/11
4. Cabinet (CAO, CCO, CFO, CSO, Asst Sup)			8/1/11
5. Board of Education or Superintendent			
Procurement	Date Received		

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: Allendale Elementary School

Lead Agency Partner: Higher Ground Neighborhood Development Corp

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>Grade-specific, "Student of the Month" award promotes successful completion of all programmatic objectives, academic, behavioral, community service.</p> <p>Project-based learning and skill-building enrichment for all program participants to keep them engaged in school and the learning process.</p> <p>Quarterly "Date with Data" to review students' CST scores and benchmark assessments to ensure program alignment with school day goals; Monthly monitoring of academic performance of program participants by Site Coordinator, Program Assistant and Academic Liaison through HG database and EduSoft; Development of targeted academic support activities from November through April to support student skill-building for testing; Monthly support to GLCT to make certain program aligns with monthly grade level goals and all school-wide standardized test preparation activities.</p> <p>Monthly ASP Parent Group that helps parents support their children's academic success through various support group meetings and workshops including how do I support my child completing</p>	<p>Monthly award ceremony and bulletin board to present certificates to students and showcase them to the rest of the students in the school. 100% of program participants will receive weekly project-based learning and skill-building enrichment;</p> <p>85% of Teacher and Principal year-end survey results indicate that the after school program supports school goals and student achievement; 80% of students who are underperforming in Math or language arts will receive additional academic skill-building activities.</p> <p>80% of after school families will report in year-end surveys that they have increased understanding of how to</p>

Memorandum of Understanding 2011 - 2012
Between Oakland Unified School District and Higher Ground Neighborhood Development Corp.

1. **Intent.** This Memorandum of Understanding ("MOU") establishes the Oakland Unified School District's ("OUSD") intent to contract with the Higher Ground Neighborhood Development Corporation (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 101/Allendale School under the following federal, state, and local grants:
- After School Education and Safety Program ("ASESP")
 - California Department of Education ("CDE") 21st Century Community Learning Center (21st CCLC)
 - Oakland Fund for Children and Youth - This MOU will also outline services provided on OUSD school grounds through the Oakland Fund for Children and Youth ("OFCY") After-School Initiative funds that shall be utilized as matching funds to CDE ASESP and 21st CCLC funds.
2. **Term of MOU.** The term of this MOU shall be July 1, 2011 to June 30, 2012 and may be extended by written agreement of both parties.
3. **Termination.** OUSD may at any time terminate this MOU for any or no reason upon not less five (5) days written notice to AGENCY. OUSD shall compensate AGENCY for services satisfactorily provided through the date of termination. In addition, OUSD may terminate this MOU for cause should AGENCY fail to perform any part of this MOU. In the event of termination for cause, OUSD may secure the required services from another contractor. If OUSD's cost of procuring services from another contractor exceeds the cost of providing the services pursuant to this MOU, AGENCY shall pay the additional cost.
4. **Compensation.** The ASESP and 21st CCLC grant award amount for 101/Allendale School is \$91,848. AGENCY shall be entitled to compensation from these funds in accordance with the following terms and conditions:
- 4.1. **Total Compensation.** Subject to the provisions of 4.2 Positive Attendance and the provisions of 4.3 Administrative Fee, AGENCY shall receive the amount of the grant award less OUSD's administrative fees and other site costs agreed to by the Site Administrator and AGENCY.
- 4.2. **Positive Attendance.** Payment for services rendered related to the ASESP and 21st CCLC grants shall be based on actual student attendance rates (\$7.50 a day per student), not estimates, as those programs are "positive attendance based." OUSD reserves the right to modify the annual core allocation based on reported attendance. In the event that payments made to AGENCY exceed the reported attendance for the Core grant, the AGENCY will return payments to OUSD at the rate of \$7.50 a day per student. Documentation of attendance must be submitted through the OUSD/OFCY attendance systems in order for invoices for payment of services for the ASESP and 21st CCLC grants to be processed. Exhibit A (Attendance Reporting Schedule 2011-2012")
- 4.2.1. **Reconciliation Process for Positive Attendance Based Grant Funds.** OUSD will adjust the payment of the "positive attendance based" grants based on quarterly review of monthly invoices and attendance for services rendered related to the ASESP, 21ST CCLC (Core Grant) for any adjustments resulting from the reconciliation of the attendance reports for that quarter's months. The attendance reconciliation process will assess the program's performance with respect to the required compliance with the grant mandated attendance rates. Based on the review, financial adjustments of additional payment or additional withholding will be made. Any remaining balance(s) will be forwarded to AGENCY or OUSD.

Higher Ground Neighborhood Development Corp. - 101/Allendale School

Any adjustment required in excess of the withholding will necessitate additional adjustments to future invoices and payments.

- 4.2.2. Administrative Charges and Reconciliation.** Reconciliation process for positive attendance based grants must factor in the subtraction of administrative charges, as outlined in section 4.3, from any grant amounts earned through attendance (OUSD indirect and OUSD After School Programs Office administrative fees).
- 4.3. OUSD Administrative Fees.** OUSD shall charge and withhold an 11% administrative fee from the overall ASEP grant award. OUSD shall charge and withhold a 13% administrative fee from the overall 21st Century grant award.
- 4.4. AGENCY Administrative Fees.** AGENCY understands and agrees that it may not charge more than 4% of the total contract amount as administrative fees and that its administrative fees must be set at an appropriate dollar amount to keep the ASEP and 21st Century grants within the grant-mandated allowable 15% for total indirect/administrative costs. The agency administrative fees charged to the ASEP and 21st CCLC grants must be used for direct administrative costs and cannot be used for agency indirect costs. Direct administrative costs consist of expenditures for administrative activities that provide a direct benefit to the ASEP and 21st CCLC programs. Indirect costs consist of expenditures for administrative activities that are necessary for the general operation of the agency, but that cannot be tied to the ASEP and 21st CCLC programs.
- 4.5. Program Budget.** Due to result-based budgeting, the grant will remain as part of the site budget. Funds will be encumbered from the site budget on behalf of AGENCY for the school year 2011-2012 and will not exceed \$91,848 in accordance with Exhibit B. **Exhibit B** ("ASEP/21st CCLC Planning Tool/Comprehensive After School Program Budget for AGENCY 2011-12").
- 4.6. Modifications to Budget.** Any modifications to the approved grant budget must be approved by OUSD, AGENCY, and CDE before expenditures of funds for modified line items are authorized. Except as expressly set forth herein, OUSD shall not be liable to AGENCY for any costs or expenses paid or incurred by AGENCY in performing services for OUSD. The granting of any payment by OUSD, or the receipt thereof by AGENCY, shall in no way lessen the liability of AGENCY to correct unsatisfactory work, although the unsatisfactory character of that work may not have been apparent or detected at the time a payment was made. Work, which does not conform to the requirements of this Agreement, may be rejected by OUSD and in that case must be replaced by AGENCY without delay.
- 4.7. Program Fees.** The intent of the ASEP and 21st CCLC programs is to establish local programs that offer academic assistance and enrichment for students in need of such services regardless of their ability to pay. Though it is not against the rules to charge fees for participation in programs, the CA Department of Education discourages it because it could exclude students in need from attending and taking advantage of the after school program. Fees should not create a barrier to participation in the after school program. After school services must be equally accessible to all students targeted for services regardless of their ability to pay. Programs that propose to charge fees may not prohibit any family from participating based on their inability to pay and must offer a sliding scale of fees and scholarships for those who could not otherwise afford to participate. Any income collected from fees must be used to fund program activities specified in the grant application. AGENCY shall do full accounting of fees collected, and documentation shall be kept for 5 years for auditing purposes. If AGENCY decides to charge fees, this decision shall be made collaboratively with the Site Administrator, and AGENCY shall work collaboratively with the Site Administrator and parent leaders to develop an appropriate program fee structure for the school community. AGENCY shall provide the OUSD After School Programs Office with written documentation of the program fee structure prior to charging any program fees, and shall provide OUSD with additional documentation upon request, to ensure grant compliance.

5. Scope of Work. AGENCY will serve as lead agency at 101/Allendale School, will be responsible for operations and management of the ASESP, 21st CCLC and OFCY grants contracted to AGENCY by OUSD for fiscal year 2011-2012. This shall include the following required activities:

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

5.1.1. Alignment with Single Plan for Student Achievement (SPSA). AGENCY will ensure that the after school program aligns with OUSD and 101/Allendale 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 must ensure compliance with ASESP and 21st CCLC funding guideline requirements and follow OUSD after school policies and procedures. This includes compliance with OUSD staffing requirements and policies including No Child Left Behind and other legislative mandates.

5.3. Enrollment. AGENCY will enroll K through 5th grade students at 101/Allendale School, to serve sufficient number of students and run services for a sufficient number of days to earn the full core grant allocation of funding.

5.4. Program Requirements

5.4.1. Program Hours. The program shall be offered Monday through Friday, every regular school day annually, commencing immediately upon the conclusion of the regular school day, operating a minimum of 15 hours/week, and until 6:00 pm daily. Instructional activities must include a balance of both academic and enrichment/recreation components.

5.4.2. Program Days. The program shall be offered a minimum of 177 - 180 days during the 2011 - 2012 school year. AGENCY will close the ASESP and 21st CCLC program no more than a maximum of 3 days in the 2011-12 school year for staff professional development, as permitted by Education Code.

5.4.3. Program Components. AGENCY agrees to provide programming that supports the guidelines as outlined in the ASESP and 21st CCLC grants for students at 101/Allendale School. AGENCY acknowledges and agrees to provide programming consistent with grant guidelines including, but not limited to:

- **Educational and Literacy.** An educational and literacy element that must provide tutoring and/or homework assistance designed to help students meet state standards in one or more of the following core academic subjects: reading/language arts, mathematics, history and social studies, or science. A broad range of activities may be implemented based on local student needs and interests.
- **Enrichment.** The enrichment element must offer an array of additional services, programs and activities that reinforce and complement the school's academic program. Enrichment may include but is not limited to arts, youth development, leadership, recreation, sports, Higher Ground Neighborhood Development - 101/Allendale School

music, career awareness, college interest, service learning and other youth development activities based upon student needs and interests. All programs must offer both enrichment and recreation/physical fitness activities as core components of the after school program.

5.4.4. Staff Ratio. The staff to youth ratio shall not exceed 1:20, with no more than 20 youth for each qualified, adult staff supervisor.

5.5. Data Collection. AGENCY will work with OUSD to collect and analyze data on student enrollment, student attendance, student academic performance, student satisfaction, and parent satisfaction. This includes, but is not limited to:

5.5.1. Accountability Reports. Providing OUSD with the following set of program accountability reports:

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

5.5.2. Attendance Reports. Providing OUSD with attendance reports using the OUSD/OFCY attendance systems and maintaining required attendance records utilizing the OUSD/OFCY attendance systems, including completion of mandatory monthly reports.

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

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

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

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

- Administration, faculty, and staff of 101/Allendale School
- OUSD After School Programs Office
- OUSD central administration departments
- Parents/Guardians
- Youth
- Community organizations and public agencies

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

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

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

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

6.1.1. a full description of the trip and scheduled activities

6.1.2. student/adult participant health information

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

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

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

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

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

6.6. Supervision

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

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

6.6.3. Chaperones are all AGENCY employees or subcontractors, parent(s)/guardian(s), or other authorized chaperones and are 21 or older. After School Program Coordinator and lead trip staff are satisfied that all chaperones are willing and able to perform required 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 trip with clear information regarding their responsibilities. Chaperones shall be assigned to a group of students and shall be responsible for the continuous monitoring of these 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 involves water activities, this ratio shall be revised to ensure closer supervision for elementary grade or younger students, appropriate to their ages. The ratio of chaperones 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 a chaperone, first aid kits, emergency contact and health info, instructions for chaperones 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, provide transportation or arrange transportation by the use of other equipment to ensure the safety of 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 owner's personal automobile insurance or AGENCY automobile liability insurance policy with a minimum of \$100,000 per individual and \$300,000 per occurrence for liability for bodily injury; and \$100,000 per occurrence for liability for property damage; (F) all drivers and registered owners of 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/company with whom they contract must be licensed as a transportation provider, be able to transport students (e.g., School Pupil Activity Bus certification) and have at least \$1,000,000 automobile and \$1,000,000 General Liability insurance; (H) arrangements have been made for an additional vehicle for use in event of illness or emergency; and (I) students receive instructions for 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 transportation 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 students).

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 the AGENCY.

6.11.4. Letter must be sent to parent(s)/guardian(s) and a meeting must be held with chaperones, parent(s)/guardian(s) and students in advance of trip to discuss trip 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 Water Activities

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 supervised outdoor education activity, after school program staff shall provide for 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 measures necessary for their safety.

6.12.3. Swimming Activities

6.12.3.1. Parents/guardians must provide written permission for the student to swim. The permission must indicate the student's swimming ability. Students whose parents or guardians do not provide 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 the AGENCY as an additional insured, for not less than \$2,000,000 in liability.

6.12.3.4. Lifeguards must be designated for all swimming activities. If lifeguards are provided by the pool owner or operator, the AGENCY Executive Director shall require 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 shall 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 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 K-3, this ratio shall be at least one to eight. In grades 4-6, this ratio shall be at least one to four.

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

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

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

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

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

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

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

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

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

7.2. Disputes. AGENCY shall make all records related to ASESP, 21ST CCLC available to OUSD for review. OUSD and AGENCY shall meet and confer regarding any disputes as to the amount of actual expenses before taking any action to collect funds.

8. Invoicing

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

8.2. Unallowable Expenses. AGENCY may not purchase computers or capital equipment using ASES, 21st Century Core Grant, 21st Century Direct Access, or 21st Century Family Literacy funds.

- 8.3. Invoice Requirements.** AGENCY will submit invoices with evidence of the following staff qualifications for each AGENCY employee and AGENCY agent, including employees of subcontracting agencies and volunteers: TB Clearance, current CA Department of Justice and FBI fingerprint clearance, and Instructional Aide requirement. AGENCY will utilize the required OUSD invoicing and staff qualifications form (**Exhibit F**) for regular invoice submission.
- 8.4. Submission of Invoices.** AGENCY must submit invoices to OUSD on a timely and regular basis for services rendered. OUSD will not accept invoices submitted more than thirty days beyond the end of each fiscal quarter. No invoices will be accepted more than 30 days past the end of June 30 of the contractual fiscal year. AGENCY must also submit invoices according to specific invoicing deadlines as outlined by OUSD to ensure timely processing. (**Exhibit G**)
- 8.5. Submission of Invoices for ASEP and 21st Century Grants.** For services rendered related to the ASEP and 21st CCLC grants, OUSD shall pay AGENCY, on a monthly basis, for appropriately documented expenses related to the ASEP and 21ST CCLC grants, with a cumulative total for 2011-12 not to exceed \$91,848 in accordance with the attached Exhibits to this Memorandum. Invoices for payment of services shall be submitted by the 10th of each month to the OUSD After School Programs Office, utilizing the required OUSD invoicing and staff qualifications form (**Exhibit F**). OUSD will strive to adhere to second Accounts Payable check run per the published schedule of monthly payments if invoices are submitted in accordance with the deadlines and requirements set forth in this section and the accompanying Exhibits.
- 9. Ownership of Documents.** AGENCY agrees that, pursuant to California law, it shall maintain program and fiscal documentation for the ASEP and 21st CCLC programs for a minimum of five years. All documents created by AGENCY pursuant to this MOU, including but not limited to reports, designs, schedules, registration packets, early release waivers, and other materials prepared, or in the process of being prepared, for the services to be performed by AGENCY, are and shall be at the time of creation and thereafter the property of OUSD, with all intellectual property rights therein vested in OUSD at the time of creation. OUSD shall be entitled to access to and copies of these materials during the progress of the work. Any such materials in the hands of AGENCY or in the hands of any subcontractor upon completion or termination of the work shall be immediately delivered to OUSD. If any materials are lost, damaged or destroyed before final delivery to OUSD, AGENCY shall replace them at its own expense and AGENCY hereby assumes all risks of loss, damage or destruction of or to such materials. AGENCY may retain a copy of all materials produced under this MOU for its use in its general business activities.

10. Changes

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

during an academic school year. This MOU may be amended during the 2011-12 fiscal year to reflect additional changes resulting from such legislation.

11. Conduct of Consultant

- 11.1. Child Abuse and Neglect Reporting Act.** AGENCY will comply with the Child Abuse and Neglect Reporting Act (CANRA) guidelines as Mandated Reporters to report suspicions of possible child abuse to the appropriate reporting agency as stated in California Penal Code § 11164 – 11174.
- 11.2. Staff Requirements.** AGENCY will adhere to the following staff requirements for each AGENCY agent, including employees, staff of subcontracting agencies, and volunteers. AGENCY will provide OUSD with evidence of staff qualifications, consistent with invoicing requirements outlined in Section 8.3 which include:
- 11.2.1. Tuberculosis Screening.** Current documentation of negative TB Test (PPD) on file for each AGENCY agent working with students.
- 11.2.2. Background Check.** Current California Department of Justice (CDOJ) fingerprint clearance and FBI fingerprint clearance for each AGENCY agent working with students. AGENCY will not permit its agents to come into contact with students until CDOJ and FBI clearance is ascertained, and AGENCY will certify in writing to OUSD that none of its agents who may come into contact with pupils have been convicted of a violent or a serious felony.
- 11.2.3. Minimum Qualifications.** AGENCY staff and agents who directly supervise students and are included in the 1:20 staff to student ratio must meet the following minimum qualifications for an instructional aide: a high school diploma or its equivalency and one of the following: (a) an AA degree; or completion of 48 semester units in college; or (b) successful completion of the Instructional Assistant exam, administered by the Alameda County Office of Education.
- 11.3. Removal of Staff.** In the event that OUSD, in its sole discretion, at any time during the term of this MOU, desires the removal of any AGENCY related persons, employee, representative or agent from OUSD school site or property, AGENCY shall immediately upon receiving notice from OUSD of such desire, cause the removal of such person or persons. Prior to the removal or change of any AGENCY staff member who is a regular part of the after school program, AGENCY shall inform the Site Administrator with as much notice as possible, and will work with the Site Administrator to ensure a smooth transition in staffing.
- 11.4. Conflict of Interest.** AGENCY shall abide by and be subject to all applicable OUSD policies, regulations, statutes or other laws regarding conflict of interest. AGENCY shall not hire any officer or employee of OUSD to perform any service by this Agreement. AGENCY affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between AGENCY's family, business or financial interest and the services provided under this MOU, and in the event of change in either private interest or services under this MOU, any question regarding possible conflict of interest which may arise as a result of such change will be brought to OUSD's attention in writing.
- 11.5. Drug-Free / Smoke Free Policy.** AGENCY understands that OUSD does not permit drugs, alcohol, and/or smoking at any time in any buildings and/or grounds on OUSD property. AGENCY agrees to adhere to this policy for its students, staff, visitors, employees and or subcontractors.
- 11.6. Anti-Discrimination.** Consistent with the policy of OUSD in connection with all work performed under Contracts, AGENCY shall not engage in unlawful discrimination in employment on the basis of actual or perceived race, color, national origin, ancestry, religion, age, marital status,

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

- 12. Indemnification.** AGENCY shall indemnify, hold harmless and defend OUSD and each of its officers, officials, employees, volunteers and agents from any loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by OUSD, AGENCY or any other person and from any claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of performance of this MOU. AGENCY's obligations under the preceding sentence shall apply jointly and severally regardless of whether OUSD or any of its officers, officials, employees, volunteers or agents are actively or passively negligent, but shall not apply to any loss of liability, fines, penalties, forfeitures, costs or damages caused solely by the active negligence or by the willful misconduct of OUSD. If AGENCY should subcontract all or any portion of the work or activities to be performed under this MOU, AGENCY shall require each subcontractor to indemnify, hold harmless and defend OUSD, its officers, officials, employees, volunteers or agents in accordance with the terms of the proceeding paragraph.
- 13. Insurance.** Throughout the life of the MOU, AGENCY shall pay for and maintain in full force and effect with an insurance company(s) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A/VII" in Best Insurance Rating Guide, the following policies of insurance:
- 13.1. Commercial General Liability** insurance which shall include contractual, products and completed operations, corporal punishment and sexual misconduct and harassment coverage, and bodily injury and property damage liability insurance with combined single limits of not less than \$1,000,000 per occurrence.
- 13.2. Worker's Compensation** insurance, as required by the California Labor Code, with not less than the statutory limits.
- 13.3. Property and Fire** insurance shall provide to protect: Real Property, against risk of direct loss, commonly known as Special Form and Fire Legal Liability, to protect against liability for portions of premises leased or rented; Business Personal Property, to protect on a Broad Form, named peril bases, for all furniture, equipment and supplies of AGENCY. If any OUSD property is leased, rented or borrowed, it shall also be insured the same as real property.

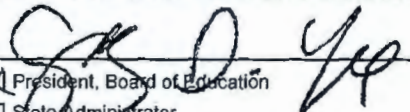
The above policies of insurance shall be written on forms acceptable to the Risk Manager of OUSD and endorsed to name the OUSD, its officers, employees, volunteers or agents, as additional insured. Said Additional Insured endorsement shall be provided to OUSD upon AGENCY's execution of this MOU and before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

- 14. Litigation.** [This section is intentionally deleted by the parties].
- 15. Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
- 16. Counterparts.** This MOU and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

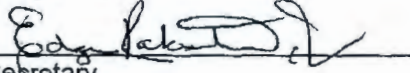
Higher Ground Neighborhood Development - 101/Allendale School

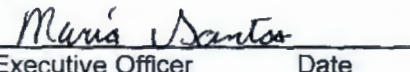
On behalf of our respective institutions or organizations, we hereby execute this Memorandum of Understanding.

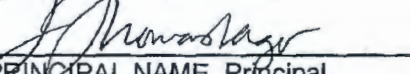
OAKLAND UNIFIED SCHOOL DISTRICT

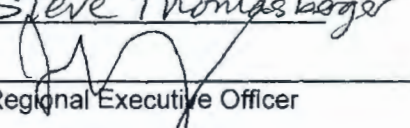
 8/25/11
Date

- President, Board of Education
- State Administrator
- Superintendent

 8/25/11
Date
Secretary,
Board of Education

 8-1-11
Date
Executive Officer
Complementary Learning

 6-15-11
Date
PRINCIPAL NAME, Principal

 7/28/11
Date
Regional Executive Officer

MOU template approved by Legal April, 2011


AGENCY

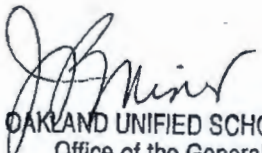
 6-17-11
Agency Director Signature Date

Operations Director
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
- **Exhibit I.** Statement of Qualifications

File ID Number: 11-1906
Introduction Date: 8-24-11
Enactment Number: 11-1968
Enactment Date: 8-24-11
By: 


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

AFTER SCHOOL BUDGET PLANNING SPREADSHEET

ELEMENTARY & MIDDLE SCHOOLS 05/24/2011

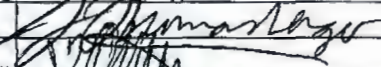

Site Name: Allendale Elementary School	ASES	21CCCLC Core	21CCCLC Equitable Access	21CCCLC Family Literacy	OFCY	Program Fees (if applicable)	Other School Site Funds	Other Lead Agency Funds
Site #: 101	Program 4214 Program 175C	Program 4214 Program 175C	Program 4214 Program 175C	Program 4214 Program 175C	Grantee	Lead Agency	OUSD	Lead Agency
	OUSD - Lead Agency	OUSD - Lead Agency	OUSD - Lead Agency	OUSD - Lead Agency				
TOTAL GRANT AWARD	\$112,500	\$0	\$0	\$0	\$58,380	\$0	\$0	\$0
CENTRAL COSTS: INDIRECT, ADMIN, EVAL, PD, CUSTODIAL SUPPLIES								
OUSD Indirect (4.25%)	\$4,586	\$0	\$0	\$0				
OUSD ASPO admin, evaluation, and training/technical assistance costs	\$7,060	\$0	\$0	\$0				
Custodial Staffing	\$3,701	\$0	\$0	\$0				
Custodial Supplies	\$504	\$0	\$0	\$0				
TOTAL SITE ALLOCATION	\$96,648	\$0	\$0	\$0				
CERTIFICATED PERSONNEL								
1120 Academic Liaison REQUIRED	\$4,000	\$0	\$0	\$0			\$0	
1120 Certificated Teacher Extended Contracts	\$0	\$0	\$0	\$0			\$0	
Total certificated	\$4,000	\$0	\$0	\$0			\$0	
CLASSIFIED PERSONNEL								
2205 Site Coordinator	\$0	\$30,960			\$6,624		\$0	\$0
2220 SSO	\$0	\$0					\$0	
Additional staff support	\$0	\$0						
Total classified	\$0	\$30,960	\$0	\$0	\$6,624		\$0	\$0
BENEFITS								
3000's Employee Benefits for Additional Time (20%)	\$800	\$0	\$0	\$0				
3000's Employee Benefits for Salaried Employees (40%)	\$0	\$0	\$0	\$0				
3000's Lead Agency benefits (rate 25 %)		\$6,811			\$1,457			
Total benefits	\$800	\$6,811	\$0	\$0	\$1,457		\$0	\$0
BOOKS AND SUPPLIES								
4310 Supplies (OUSD only)	\$0				\$731		\$0	\$0
4310 Curriculum (OUSD only)	\$0						\$0	\$0
5829 Field Trips	\$0				\$1,500		\$0	\$0
4420 Equipment (OUSD only)	\$0						\$0	\$0
Cellular Phone/Wireless Cards					\$500			
Gardening/Service Learning Materials					\$500			
Total books and supplies	\$0	\$0	\$0	\$0	\$3,231		\$0	\$0
CONTRACTED SERVICES								
5825 HG PA - direct 1X \$17/hrX30hrs/wkX41wks	\$0	\$0			\$20,910			
5825 HG Team Member -direct 4X\$16/hrX22hrs/wkX41wks	\$0	\$46,148			\$11,580			
5825 HG Coach - direct 1 coachX\$15hrX14.5hrs/wkX41wks		\$0			\$8,918			
5825 2 HG Enrichment Provider - 2X\$30/hrX30wksX2 hrs/wk		\$3,600						
5825 1X\$30/hrX2hrs/wkX30wk		\$1,800						

2011-2012 Elementary/Middle School After School Program Budget

5825													
5825													
5825													
5825													
5825		\$0											
5825													
5825													
5825													
Total Services		\$0	\$51,548	\$0	\$0	\$0	\$0	\$0	\$0	\$41,408	\$0	\$0	\$0
IN-KIND DIRECT SERVICES													
												\$0	\$0
												\$0	\$0
Total value of in-kind direct services											\$0	\$0	\$0
LEAD AGENCY ADMINISTRATIVE COSTS													
Lead Agency admin (4% max of total contracted \$)			\$2,520							\$5,680			\$0
SUBTOTALS													
Subtotals DIRECT SERVICE		\$6,999	\$89,319	\$0	\$0	\$0	\$0	\$0	\$0	\$52,720	\$0	\$0	\$0
Subtotals Admin/Indirect		\$13,653	\$2,520	\$0	\$0	\$0	\$0	\$0	\$0	\$5,680	\$0		\$0
TOTALS													
Total budgeted per column		\$20,652	\$91,848	\$0	\$0	\$0	\$0	\$0	\$0	\$58,380	\$0	\$0	\$0
Total BUDGETED		\$112,500	##	\$0	\$0	\$0	\$0	\$0	\$0	\$58,380	\$0	\$0	\$0

Total Match amount required for this grant.	37,500
Facilities count toward 25% of this match requirement:	9,375
Remaining match amount required:	28,125
Match should be met by combined OFCY funds, other site funds, private dollars, and in-kind resources. This total equals:	58,380
Total Match amount left to meet:	-30,255

Required Signatures for Budget Approval:

Principal:		Date: 6-8-11
Lead Agency:		Date: 6-5-2011

	<p>his/her homework, the importance of attending school on-time everyday and how to navigate the academic and social systems so that my child experiences success.</p> <p>5th grade transition services the last month of program – Parents will be offered workshops, students can participate in the mentor program with the HG Youth Leaders and we will schedule a field trip to the middle school.</p>	<p>support their child's learning and progress toward high school graduation</p> <p>85% of participating 5th graders will receive transition support to prepare them for middle school</p>
<p>School Day Attendance: How many more Oakland children are attending school 95% or more?</p>	<p>Monthly student attendance award for all participants attending 95% or more days.</p> <p>Weekly monitoring of school day attendance data for all after school participants; parent communication regarding regular absences.</p>	<p>85% of families who participate in parent education workshops will indicate on surveys that they have increased understanding of the important of regular school day attendance and are aware of their child's attendance patterns in school.</p> <p>100% of students/families who do not attend the After School Program at least 85% will receive parent communication and parent support regarding attendance concerns and mentoring when deemed appropriate.</p>
<p>Job Skills/Career readiness: How many more students have meaningful internships and/or paying jobs?</p>	<p>"Getting to know you" activities – students will determine what career they are interested in and research educational and professional development needed to reach that goal.</p> <p>Leadership Classes – focuses on personal goal setting, teamwork, public speaking, etc.</p> <p>College and Career Week - students will do presentations on the college they want to attend</p>	<p>90% of program participants will participate in the annual Career Week activities.</p>

	and/or the career they want to pursue. HG will organize guest and speakers to share their experiences with the children and their families and	
Health Services: How many more Oakland children have access to, and use, the health services they need?	<p>Site coordinator participation in COST meetings at school site with other service providers, including health services</p> <p>Regular communication between Site Coordinator and school nurse regarding student health needs</p> <p>Lead agency cultivation of partnerships with service providers on site and in community that provide services to meet students' physical and mental health; referring families to available health services; and participation in a yearly Health Fair that provides free health screenings and testing for children and families.</p>	<p>Higher Ground participation in at least 80% of COST meetings</p> <p>80% of families will receive information on health services and partners providing services on the site and/or in the community.</p> <p>80% of students who have been identified as needing additional health services will be referred to OUSD Health Services, health service provider(s) in the community; and or the Health Fair.</p>

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

The After School Lead Agency, Higher Ground Neighborhood Development Corp., will provide daily, comprehensive after school services during the 2011-12 school year at Allendale Elementary 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: Higher Ground will work collaboratively with school leadership and faculty to monitor student progress and help ensure that students are on track for high school graduation. Because Allendale is an elementary school, the after school program will provide targeted academic support through skill building activities, small group interventions and project-based learning activities to at least 85% of program participants identified by the school site as FBB and BB. Additionally, 90% of students in the after school program will receive mentoring about short- and long-term goal setting, personal responsibility through our Leadership program, which is a standard component of both our Service Learning component and our minimum day schedule. We also stress standards-based learning across the curriculum in or four Enrichment Categories: Visual Arts, Performing Arts, Health and Fitness and Service Learning/Community Service. These activities are meant to keep students motivated by identifying their island of competency and building on

that intrinsic strength to give them the courage and motivation to expand their scope of influence. 80% of families in the after school program will have access to parent groups and workshops that inform them about strategies to support their child's learning and increase their understanding about steps toward high school graduation and their child's overall success. 85% of 5th grade program participants will receive transition support in the form of parent education and a field trip to the feeder middle school. We will also have our Youth Leaders, who are students from the neighboring middle and high schools, act as mentors to specific students to assist in their successful transition into middle school.

Increase School Day Attendance: Higher Ground will work collaboratively with school leadership and faculty to monitor participating students' attendance on a weekly basis. 100% of students who are achieving regular school day attendance at a rate of 95% or better will be publicly recognized in the after school program monthly. 100% of students who fail to attend the program 85% of the time, will receive parent communication and parent support regarding the importance of regular school day attendance and mentoring when deemed appropriate. Additionally, program staff will communicate with families regarding attendance concerns and share data on school day attendance with families.

Job Skills/Career readiness: Higher Ground will work with Allendale regular day staff to coordinate a College and Career Week. 90% of program participants will participate in the annual Career Week activities which can include, speakers from different professions, college recruiters, professional athletes to show students that what they do today can/and will influence and impact their opportunities later in life.

Access to Health Services: Higher Ground will participate in at least 80% of COST meetings to coordinate services with other providers including health and mental health services. Additionally, after school staff will establish communication with the school nurse on site, and cultivate partnerships with community health services providers, so that at least 80% of students with health concerns have access to referral to OUSD Health Services, an appropriate community health provider or the yearly health fair.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/2/2011

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 BayRisk Insurance Brokers Inc. 1920 Minturn Street P.O. Box 567 Alameda CA 94501-9667	CONTACT NAME: Kym Hayward PHONE (A/C No. Ext): (510) 523-3435 FAX (A/C No.): (510) 523-1632 E-MAIL ADDRESS: kym@bayrisk.com PRODUCER CUSTOMER ID #: 00011552														
INSURED Higher Ground Neighborhood Development Corp. 6441 Herzog Street Oakland CA 94608-1221	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: St Paul Travelers Insurance Co</td> <td></td> </tr> <tr> <td>INSURER B: United States Liability Ins Co</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: St Paul Travelers Insurance Co		INSURER B: United States Liability Ins Co		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: St Paul Travelers Insurance Co															
INSURER B: United States Liability Ins Co															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES

CERTIFICATE NUMBER: 11/12

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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO JECT <input type="checkbox"/> LOC		I-660-0394L923-11	3/14/2011	3/14/2012	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE \$ RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below					WC STATU- TORY LIMITS <input type="checkbox"/> OTH- ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Directors & Officers		NDO1061019B	3/14/2011	3/14/2012	\$1,000,000 Per Claim \$1,000,000 Per Aggregate

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

Certificate holder is named as additional insured as respects to General Liability and is subject to the policy terms, conditions and exclusions per attached form GN 01 88 01 96. *Policy Cancellation Exception: 10 days for non-payment of premium.

CERTIFICATE HOLDER**CANCELLATION**

Oakland Unified School District
 1025 2nd Ave
 Oakland, CA 94606

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Kym Hayward/NINA



P.O BOX 420807, SAN FRANCISCO,CA 94142-0807

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 01-19-2011

GROUP:
 POLICY NUMBER: 1955988-2011
 CERTIFICATE ID: 4
 CERTIFICATE EXPIRES: 01-19-2012
 01-19-2011/01-19-2012

CITY OF OAKLAND
 OAKLAND FUND FOR CHILDREN AND YOUTH
 150 FRANK H OGAWA PLZ STE 4216
 OAKLAND CA 94612-2092

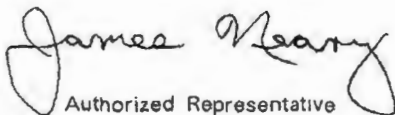
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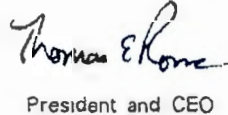
This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon 10 days advance written notice to the employer.

We will also give you 10 days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions, of such policy.


 Authorized Representative


 President and CEO

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.

EMPLOYER

HIGHER GROUND NEIGHBORHOOD DEVELOPMENT CORP
 AND CORP DBA: HIGHER GROUND NEIGHBRHOOD
 DEVELPMNT CORP
 6441 HERZOG ST
 OAKLAND CA 94608

[BJJ,CS]

Exhibit I

Statement of Qualifications

INSERT HERE



HIGHER GROUND NEIGHBORHOOD DEVELOPMENT CORP.

6441 Herzog Street

Oakland, California 94608

(510)658-6454

www.highergroundndc.com

BIOGRAPHY OF OUSD-RELATED SERVICES

School Year	Site	Summary of Programs and Services
2008 - 2011	<i>Allendale Elementary School</i>	<ul style="list-style-type: none"> ✓ School Day Behavioral Health Program ✓ Developmental Recess ✓ Service Learning ✓ Comprehensive After School Program Coordination and Implementation
	<i>Brookfield Elementary School</i>	<ul style="list-style-type: none"> ✓ Comprehensive After School Program Coordination and Implementation ✓ Grade Level Collaborative Support – Physical Education Classes
	<i>New Highland Elementary School</i>	<ul style="list-style-type: none"> ✓ Comprehensive After School Program Coordination and Implementation
	<i>Sobrante Park Elementary School</i>	<ul style="list-style-type: none"> ✓ Comprehensive After School Program Coordination and Implementation ✓ Grade Level Collaborative Support – Physical Education Classes
Fall 2010	<i>Marshall Elementary School</i>	<ul style="list-style-type: none"> ✓ Fiscal Agent
2007 - 2008	<i>Allendale Elementary School</i>	<ul style="list-style-type: none"> ✓ School Day Behavioral Health Program ✓ Developmental Recess ✓ Service Learning ✓ Comprehensive After School Program Coordination and Implementation
	<i>Brookfield Elementary School</i>	<ul style="list-style-type: none"> ✓ School Day Behavioral Health Program ✓ Recess Support ✓ Grade Level Collaborative Support ✓ Comprehensive After School Program Coordination and Implementation
	<i>New Highland Elementary School</i>	<ul style="list-style-type: none"> ✓ ELL Support Program ✓ Comprehensive After School Program Coordination and Implementation
	<i>Sobrante Park Elementary School</i>	<ul style="list-style-type: none"> ✓ Grade Level Collaborative Support ✓ Comprehensive After School Program Coordination and Implementation
2006 - 2007	<i>Allendale Elementary School</i>	<ul style="list-style-type: none"> ✓ School Day Behavioral Health Program ✓ Service Learning ✓ Comprehensive After School Program Coordination and Implementation
	<i>Brookfield Elementary School</i>	<ul style="list-style-type: none"> ✓ Comprehensive After School Program Coordination and Implementation
	<i>New Highland Elementary School</i>	<ul style="list-style-type: none"> ✓ Comprehensive After School Program Coordination and Implementation
	<i>Sobrante Park Elementary School</i>	<ul style="list-style-type: none"> ✓ School Day Behavioral Health Program ✓ Grade Level Collaborative Support ✓ Comprehensive After School Program Coordination and Implementation
2005 - 2006	<i>Cox Elementary School</i>	<ul style="list-style-type: none"> ✓ School Day Behavioral Health Program
	<i>Allendale Elementary School</i>	<ul style="list-style-type: none"> ✓ School Day Behavioral Health Program ✓ Comprehensive After School Program Coordination and Implementation
	<i>Jefferson Elementary School</i>	<ul style="list-style-type: none"> ✓ After School SES Coordination
	<i>Sobrante Park Elementary School</i>	<ul style="list-style-type: none"> ✓ Comprehensive After School Program Coordination and Implementation
2004 - 2005	<i>E. Morris Cox Elementary School</i>	<ul style="list-style-type: none"> ✓ School Day Behavioral Health Program ✓ After-School Program
	<i>Sobrante Park Elementary School</i>	<ul style="list-style-type: none"> ✓ Comprehensive After School Program Coordination and Implementation
2003 - 2004	<i>E. Morris Cox Elementary School</i>	<ul style="list-style-type: none"> ✓ School Day Behavioral Health Program
	<i>Fruitvale Elementary School</i>	<ul style="list-style-type: none"> ✓ After School Behavioral Health Group



HIGHER GROUND NEIGHBORHOOD DEVELOPMENT CORP.

www.highergroundndc.com

HG COMPREHENSIVE SCHOOL DAY SUPPORT SERVICES

Higher Ground Neighborhood Development Corporation (Higher Ground) is a multi-service non-profit 501(c)(3) organized to provide supplemental services to children, families, communities, schools and school districts. The organization was launched in 2001 and is in its sixth year of operation within the Oakland Unified School District. Higher Ground was created to support the means by which education is delivered to at-risk youth within the public school setting. We achieve this through a plethora of programs and services including behavioral health, developmental recess, service learning, health and nutrition and comprehensive after-school programs. We also support the larger school community through our professional development, teacher coaching and grade level collaborative support services. Our passion is to build resiliency in the children and families we serve.

Lead and Fiscal Agency Services

Higher Ground provides Network and Non-Network lead agency services for programs and other service providers on a school site. Network schools receive full agency wraparound services. Non-Network schools receive fiscal agency support. School sites can choose the level of support they wish to receive from the agency. This program specializes in collaborative management, project development, data-base management, budget compliance and forecasting, human resources, and direct-service coordination and implementation. Higher Ground works to assure that multiple services and/or providers are managed in a cohesive manner that supports the individual school plan and district objectives. As a lead agency, we can hire, supervise and terminate, when necessary, site-based coordinators and other consultants, develop a program schedule, including days of operation and room assignments, handle all fiscal responsibilities and manage all paperwork associated with the effective implementation of programming and communication with appropriate partners and the District.

After-School/SES Programmatic and Coordination Services

Higher Ground specializes in the delivery of 21st Century, ASES, OFCY, school site funded and fee-for-service after-school programming. We plan, coordinate, and implement collaborative after-school programs and activities. Because Higher Ground specializes in Behavioral Health, all of our after-school programs embody the model of working with the whole child. This expertise, allows our programs to increase academic growth and build resiliency in children with all different skills and abilities in a safe and nurturing environment. The programs operate from a strength-based perspective and are incentive-driven. Higher Ground staff are skilled in operating both the HG and the City Span data-base management programs and implementing best practices in youth development and academic growth while maintaining fiscal solvency. Each HG Network Afterschool program has 4 major components. The first component is academic assistance through homework support and specific tutorial supports that are identified by the site. The next is comprehensive enrichment activities in three areas. The students must have access to Visual and Performing Art, Health and Fitness and Service Learning/Community Service and Leadership. Next, we have Family Activities that include a parent group and monthly family activities. Lastly, Community Service Events where students and their families do activities that help them own their school, neighborhood and City. We do programs that help them be the solution to the challenges they see in their own community.

Strong Behavior Program

Higher Ground's Strong Behavior Program's objective is to increase the time a child spends on-task in the classroom. The program teaches students how to get their needs met in the academic setting through regulation of their behavior and emotions. Higher Ground specializes in providing milieu rehabilitation services through behavioral counseling in both the classroom and the larger school setting. Other services include individual counseling, group counseling, in-class support and crisis intervention, when needed. The program also offers a two-fold incentive plan process. The first is for the student to use to help self-regulate and is monitored by the Intervention Mentor or Behavioral Specialist. The second is teacher-driven. The Higher Ground team member, teacher and student work to set attainable goals and the child's progress is charted and rewarded.



HIGHER GROUND NEIGHBORHOOD DEVELOPMENT CORP.

www.highergroundndc.com

Higher Ground's unique manner of delivering support services helps children overcome all types of fears and insecurities that preclude their success in the classroom. Some of the issues addressed are fear of academic failure, new-comer and grade-level transitioning anxiety and overall low self-esteem. Working with the children and their teachers to create a therapeutically sensitive environment will increase all levels of school success. By keeping these students on-task and productive, this allows other students in their classes to receive the attention needed. Lastly, this program provides trainings for parents on ways to work with their children to overcome the above-mentioned themes and inappropriate behavioral habits standing in the way of their overall success.

Professional Development and Teacher Coaching

Often times, traditional teacher-credentialing programs fail to prepare teachers to work with "New Millennium" children. Today's children are experiencing trauma unlike no other time in recent history. The mantra of Higher Ground's professional development and teacher coaching program is to "help teachers teach." Higher Ground assists teachers in their ability to recognize, understand, and respond to students' stress-triggered and challenging behaviors. The program also provides both individual and classroom-wide behavior management interventions that allow teachers to better support students in distress.

Service Coordination

The current Higher Ground Leadership team has over thirty years experience specializing in collaborative management, fiscal and legislative compliance and project implementation. We work to assure that multiple services at a site or within a district are managed and implemented in a cohesive manner and students receive the appropriate services in a timely manner. We also make certain that projects are fiscally sound and support the overall school site plan. Higher Ground can provide coordination of all supplemental services at school sites including, but not limited to SSTs, SARTs and COST meetings.

Grade Level Collaborative Support

Higher Ground offers several programs and activities related to supporting the Grade Level Planning process on a school site. Because different schools want different activities to occur during this time, we have come up with several different options to meet their needs. Some of the options are, but are not limited to, Physical Education, Service Learning, Second Step Violence Prevention Program and different Enrichment Programs. The PE program uses a standards-based, grade level curriculum and focuses on appropriate skill-building and team building activities. The Service Learning program is a teaching and learning strategy that integrates meaningful community service with instruction and reflection to enrich the learning experience, teach civic responsibility, and strengthen communities. Second Step teaches students how to effectively manage their emotions and demonstrate self-control. Research indicates that children who learn and use these skills do better in school academically. By learning these skills at a young age, children will be equipped with the emotional skills to manage conflicts effectively as they age. The Second Step curriculum is organized by grade level and divided into three parts: empathy training, problem solving/self-control and anger management. Teaching materials consist of easy to use, step-by-step lessons, photos and videotapes. Finally, the Enrichment programs consist of different visual and performing arts activities that can be determined by the site.

Community School Development and Transition Support

Higher Ground works with the site to do several things: assess their current status on the Full Service Community school continuum; help them assess the needs of their families and community as to what they need, then what they want their community school to look like; assist in restructuring or creating a collaborative body that can manage the community school's process for the site; and, identify programs and resources that can support the site's plan; Hire, Supervise and Manage the Site Coordinator, if needed. This process is completely created and designed to meet the needs and timeline of the site and their families.

If you would like more information on this, or any other Higher Ground service, please visit our website at www.highergroundndc.com or call us directly at (510) 658-6454.

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 BayRisk Insurance Brokers Inc. 1920 Minutran Street P.O. Box 567 Alameda CA 94501-9667		CONTACT NAME: Kym Hayward PHONE (AG, No. Ext): (510) 523-3435 FAX (AG, No.): (510) 523-1632 E-MAIL ADDRESS: kym@bayrisk.com	
INSURED Higher Ground Neighborhood Development Corp. 6441 Herzog Street Oakland CA 94608-1221		INSURER(S) AFFORDING COVERAGE INSURER A: Travelers Indemnity Co of CT NAIC # 25682 INSURER B: United States Liability Ins Co INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: 12/13 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.

RSR LTR	TYPE OF INSURANCE	INDIC. SUBR. INSR. SWD	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		I-660-03941923-12	3/14/2012	3/14/2013	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GENL AGGREGATE LIMIT APPLIED PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO. EXT. <input type="checkbox"/> LOC					
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED. RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in RI) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			WC STAT. TOBY LIMIT OTH. ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Directors & Officers		ND01061019C	3/14/2012	3/14/2013	\$1,000,000 Per Claim \$1,000,000 Per Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Certificate holder is named an additional insured as respects to General Liability and is subject to the policy terms, conditions and exclusions per attached form GN 01 88 01 96. *Policy Cancellation Exception: 10 days for non-payment of premium.

CERTIFICATE HOLDER Oakland Unified School District 1025 2nd Ave Oakland, CA 94606	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Kym Hayward/KYM <i>Kym Hayward</i>
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POLICY NUMBER: X-660-0394L923-TCT-12

COMMERCIAL GENERAL LIABILITY

ISSUE DATE: 3/12/2012

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**CHARITY FIRST - AMENDMENT OF COVERAGE -
WHO IS AN INSURED**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization (Additional Insured):

Oakland Unified School District
1025 2nd Ave.
Oakland, CA 94606

Designation Of Premises (Part Leased to You)

WHO IS AN INSURED (Section II) is amended to include as an insured:

- A. Your members and volunteers but only with respect to their liability for your activities or activities they perform on your behalf;
- B. Your trustees or members of the board of governors while acting within the scope of their duties as such on your behalf; and
- C. Person(s) or organization(s), whether or not shown in the Schedule above, but only with respect to their liability arising out of:
 - 1. Their financial control over you;
 - 2. Their requirements for certain performance placed upon you, as a non-profit organiza-

tion, in consideration for funding or financial contributions you receive from them;

- 3. The ownership, maintenance or use of that part of a premises leased to you; or
- 4. "Your work" for that insured by or for you.

As respects Part C.3. above, this insurance does not apply to:

- (a) Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s); or
- (b) Any "occurrence" which takes place after you cease to be a tenant in that premises.

POLICYHOLDER COPY



P.O. BOX 420807 SAN FRANCISCO CA 94142 0807

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE 01-19-2012

GROUP POLICY NUMBER 1955888 2012
CERTIFICATE ID 5
CERTIFICATE EXPIRES 01-19-2013
01-19-2012 01-19-2013

OAKLAND UNIFIED SCHOOL DISTRICT
401 JONES AVE
OAKLAND CA 94603-1123

NS

This is to certify that we have issued a valid Workers' Compensation Insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon 10 days advance written notice to the employer.

We will also give you 10 days advance notice should the policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions, of such policy.

James Kearney
Authorized Representative

Thomas Elone
President and CEO

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE

HIGHER GROUND NEIGHBOURHOOD DEVELOPMENT CORP
AND CORP
644 HERZOG ST
OAKLAND CA 94607