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OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

Memo

To Board of Education

From Gary Yee Ed.D., Superintendent
By: Maria Santos, Deputy Superintendent, Instruction, Leadership & Equity-in-Action
Vernon Hal, Deputy Superintendent, Business & Operations

Handwritten signature: G. Yee

Board Meeting Date
(To be completed by Procurement)

August 28, 2013

Subject Memorandum of Understanding - San Francisco Bay Area Council, Learning for Life (contractor) - 117/Fruitvale Elementary School (site/department)

Action Requested Approval of Memorandum of Understanding between Oakland Unified School District and San Francisco Bay Area Council, Learning for Life. Services to be primarily provided to Fruitvale Elementary School.

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

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

Discussion
One paragraph summary of the scope of work.

Approval by the Board of Education of a Memorandum of Understanding between Oakland Unified School District and San Francisco Bay Area Council, Learning for Life, San Leandro, CA, for the latter to provide services as lead agency to provide program coordination, math intervention, homework support, student supervision and a variety of enrichment services for Fruitvale Elementary School's comprehensive After School Program in the capacity of the After School Education and Safety (ASES) Grant for the period of July 1, 2013 through August 29, 2014, in the amount of \$93,960.00.

Recommendation Approval of Memorandum of Understanding between Oakland Unified School District and San Francisco Bay Area Council, Learning for Life. Services to be primarily provided to 117/Fruitvale Elementary School for the period of July 1, 2013 through August 29, 2014.

Fiscal Impact Funding resource name (please spell out) 6010/After School Education and Safety (ASES) Grant in an amount not to exceed \$93,960.00.

Attachments

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

**Memorandum of Understanding 2013 – 2014
Between Oakland Unified School District and
SF Bay Area Council, Learning for Life**

1. **Intent.** This Memorandum of Understanding ("MOU") establishes the Oakland Unified School District's ("OUSD") intent to contract with SF Bay Area Council, Learning for Life ("AGENCY") to serve as the lead agency to provide after-school and/or summer educational programs and to serve a sufficient number of students and run services for a sufficient number of days to earn the core grant allocation of funding at 117/Fruitvale Elementary School under the following grants:
- After School Education and Safety Program ("ASESP")
 - California Department of Education ("CDE") 21st Century Community Learning Center (21st CCLC)
 - Oakland Fund for Children and Youth - This MOU will also outline services provided on OUSD school grounds through the Oakland Fund for Children and Youth ("OFCY") After-School Initiative funds that shall be utilized as matching funds to CDE ASESP and 21st CCLC funds.
 - Private grants
2. **Term of MOU.** The term of this MOU shall be July 1, 2013 to August 29, 2014 and may be extended by written agreement of both parties.
3. **Termination.** OUSD may at any time terminate this MOU for any or no reason upon not less than five (5) days written notice to AGENCY. OUSD shall compensate AGENCY for services satisfactorily provided through the date of termination. In addition, OUSD may terminate this MOU for cause should AGENCY fail to perform any part of this MOU. In the event of termination for cause, OUSD may secure the required services from another contractor. If OUSD's cost of procuring services from another contractor exceeds the cost of providing the services pursuant to this MOU, AGENCY shall pay the additional cost.
4. **Compensation.** The ASESP and 21st CCLC grant award amount for 117/Fruitvale Elementary School is \$93,960.00. AGENCY shall be entitled to compensation from these funds in accordance with the following terms and conditions:
- 4.1. **Total Compensation.** Subject to the provisions of 4.2 Positive Attendance and the provisions of 4.3 Administrative Fee, AGENCY shall receive the amount of the grant award less OUSD's administrative fees and other site costs agreed to by the Site Administrator and AGENCY.
- 4.2. **Positive Attendance.** Payment for services rendered related to the ASESP and 21st CCLC grants shall be based on actual student attendance rates (\$7.50 a day per student), not estimates, as those programs are "positive attendance based." OUSD reserves the right to modify the annual core allocation based on reported attendance. In the event that payments made to AGENCY exceed the reported attendance for the Core grant, the AGENCY will return payments to OUSD at the rate of \$7.50 a day per student. Documentation of attendance must be submitted through the OUSD/OFCY attendance systems in order for invoices for payment of services for the ASESP and 21st CCLC grants to be processed. Exhibit A (Attendance Reporting Schedule 2013-2014")
- 4.2.1. **Reconciliation Process for Positive Attendance Based Grant Funds.** OUSD will adjust the payment of the "positive attendance based" grants based on quarterly review of monthly invoices and attendance for services rendered related to the ASESP, 21ST CCLC (Core Grant) for any adjustments resulting from the reconciliation of the attendance reports for that quarter's months. The attendance reconciliation process will assess the program's

performance with respect to the required compliance with the grant mandated attendance rates. Based on the review, financial adjustments of additional payment or additional withholding will be made. Any remaining balance(s) will be forwarded to AGENCY or OUSD. Any adjustment required in excess of the withholding will necessitate additional adjustments to future invoices and payments.

4.2.2. Administrative Charges and Reconciliation. Reconciliation process for positive attendance based grants must factor in the subtraction of administrative and other OUSD central charges, as outlined in section 4.3, from any grant amounts earned through attendance (OUSD indirect, custodial, evaluation, and After School Programs Office administrative and training/technical assistance fees).

4.3. OUSD Administrative Fees. OUSD shall charge and withhold up to 14% from the overall ASEP and 21st Century grant awards for central indirect, administrative, custodial, evaluation, and direct service training and technical assistance.

4.4. AGENCY Administrative Fees. AGENCY understands and agrees that it may not charge more than 4% of the total contract amount as administrative fees and that its administrative fees must be set at an appropriate dollar amount to keep the 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 2013-2014 and will not exceed \$93,960.00 in accordance with **Exhibit B** ("ASEP/21st CCLC Planning Tool/Comprehensive After School Program Budget for AGENCY 2013-14").

4.6. Modifications to Budget. Any modifications to the approved grant budget must be approved by OUSD, AGENCY, and CDE before expenditures of funds for modified line items are authorized. Except as expressly set forth herein, OUSD shall not be liable to AGENCY for any costs or expenses paid or incurred by AGENCY in performing services for OUSD. The granting of any payment by OUSD, or the receipt thereof by AGENCY, shall in no way lessen the liability of AGENCY to correct unsatisfactory work, although the unsatisfactory character of that work may not have been apparent or detected at the time a payment was made. Work, which does not conform to the requirements of this Agreement, may be rejected by OUSD and in that case must be replaced by AGENCY without delay.

4.7. Program Fees. The intent of the 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 117/Fruitvale Elementary School, will be responsible for operations and management of the ASESP, 21st CCLC, OFCY, and private grants contracted to AGENCY by OUSD for fiscal year 2013-2014. This shall include the following required activities:

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

5.1.1. Alignment with Community School Strategic Site Plan (CSSSP). AGENCY will ensure the after school program aligns with OUSD and 117/Fruitvale Elementary School and objectives to ensure the success of students as articulated in the Community School Strategic Site Plan (CSSSP). AGENCY will work in partnership with the school principal to ensure that the program components are aligned with and complement OUSD standards and school site curriculum.

5.2. Oversight. AGENCY will provide oversight, fiscal management, payroll services, technical assistance, and facilitation of collaboration with other service providers. Agency must ensure compliance with ASESP and 21st CCLC funding guideline requirements and follow OUSD after school policies and procedures. This includes compliance with OUSD staffing requirements and policies including No Child Left Behind and other legislative mandates.

5.3. Enrollment. AGENCY will enroll K through 5th grade students at 117/Fruitvale Elementary School, to serve sufficient number of students and run services for a sufficient number of days to earn the full core grant allocation of funding.

5.4. Program Requirements

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

5.4.2. Program Days. The program shall be offered a minimum of 177 - 180 days during the 2013 - 2014 school year. AGENCY will close the ASESP and 21st CCLC program no more than a maximum of 3 days in the 2013-14 school year for staff professional development, as permitted by Education Code. Programs that receive 21st CCLC Supplemental grant funds or private funding for summer shall additionally operate a sufficient number of days and hours in the summer, on weekends, and during intercession in the manner prescribed by the grant legislation and/or funder, in order to meet attendance goals required by the CA Department of Education and/or the funder.

5.4.3. Program Components. AGENCY agrees to provide programming that supports the guidelines as outlined in the ASESP and 21st CCLC grants for students at 117/Fruitvale Elementary School. AGENCY acknowledges and agrees to provide programming consistent with grant guidelines including, but not limited to:

- **Educational and Literacy.** An educational and literacy element that must provide tutoring and/or homework assistance designed to help students meet state standards in one or more of the following core academic subjects: reading/language arts, mathematics, history and social studies, or science. A broad range of activities may be implemented based on local student needs and interests.
- **Enrichment.** The enrichment element must offer an array of additional services, programs and activities that reinforce and complement the school's academic program. Enrichment may include but is not limited to arts, youth development, leadership, recreation, sports, music, career awareness, college interest, service learning and other youth development activities based upon student needs and interests. All programs must offer both enrichment and recreation/physical fitness activities as core components of the after school program and summer program.
- **Family Literacy Services.** In all programs receiving 21st CCLC grant funds, AGENCY shall assess the need for family literacy services among adult family members of the students to be served by the program. All programs will, at a minimum, either refer families to existing services or coordinate with local service providers to deliver literacy and educational development services.
- **Supplemental and Summer Services.** In all programs receiving 21st CCLC Supplemental grant funds or private funding for summer, AGENCY will provide educational and enrichment programming in the summer, on weekends, and/or during intercessions. A broad range of activities may be implemented based on local student needs and interests, and district guidelines for summer programming.

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

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

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

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

5.5.2. Attendance Reports. Providing OUSD with attendance reports using the OUSD/OFCY attendance systems and maintaining required attendance records utilizing the OUSD/OFCY attendance systems, including completion of mandatory monthly reports. Original written documentation of all daily attendance records, including all daily sign in/out sheets, will be maintained by Agency for 5 years for auditing purposes.

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

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

5.7. Meeting Participation. AGENCY will participate in technical assistance, training, orientation, monthly meetings and other support and resource development activities provided by OUSD and

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

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

- Administration, faculty, and staff of 117/Fruitvale Elementary School
- OUSD After School Programs Office
- OUSD central administration departments
- Parents/Guardians
- Youth
- Community organizations and public agencies

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

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

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

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

6.1.1. a full description of the trip and scheduled activities

6.1.2. student/adult participant health information

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

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

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

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

- 6.5. Health Conditions/Medication:** Trip participant health information will be gathered and reviewed in advance of trip and any needed revisions to supervision plan made, including making sure that chaperones understand relevant information (eg food allergies). A plan will be developed to collect, secure, and dispense prescription medications from their original containers only and consistent with physician's instructions.
- 6.6. Supervision**
- 6.6.1.** AGENCY Executive Director must review and approve supervision plan.
- 6.6.2.** Trip as structured is appropriate to age, grade level and course of study.
- 6.6.3.** Chaperones are all AGENCY employees or subcontractors, parent(s)/guardian(s), or other authorized chaperones and are 21 or older. After School and Summer Program Coordinators and lead trip staff are satisfied that all chaperones are willing and able to perform required duties, including understanding and implementing instructions, understanding health information for students in their group, and responding effectively in the event of an emergency. Trip attendees shall be limited to assigned school or early childhood education or after school program staff, students and authorized chaperones. Guests, including but not limited to friends and other family members, are strictly prohibited absent prior written approval of the after school program coordinator or AGENCY executive director. Before the trip, after school and summer program staff leading trip shall provide any adult chaperones who may accompany the students with clear information regarding their responsibilities. Chaperones shall be assigned a prescribed group of students and shall be responsible for the continuous monitoring of these students' activities. Chaperones shall not consume alcoholic beverages or be under the influence of controlled substances while accompanying and supervising students on a trip.
- 6.6.4.** When a trip is made to a place of business or industry, staff shall arrange for an employee of the host company to serve as conductor.
- 6.6.5.** Adult:Student Ratio is at least 1:10 or higher if swimming or wading or high risk trip. If the trip involves water activities, this ratio shall be revised to ensure closer supervision of elementary grade or younger students, appropriate to their ages. The ratio of adults to students on field trips and excursions shall be reasonable under the circumstances.
- 6.6.6.** Safety requirements have been met (eg: current First aid/CPR training of at least one chaperone, first aid kits, emergency contact and health info, instructions for chaperones, staff and chaperones have cell phones which are charged and available for communication).
- 6.7. Transportation Requirements:** The after school and summer program or subcontractors shall ensure compliance with all state laws and may transport by the use of its own equipment, contract to provide transportation or arrange transportation by the use of other equipment to enrolled after school and summer participants provided that: (A) parent/guardians' written permission has been obtained in advance; (B) After School Program Coordinator and/or Summer Program Coordinator has confirmed that: transportation arrangements are safe and appropriate; (C) all drivers have valid California driver's license; (D) all drivers have received fingerprint clearance; (E) provided that such transport is covered under driver or registered owner's personal automobile insurance or AGENCY automobile liability insurance policy for at least \$100,000 per individual and \$300,000 per occurrence for liability for bodily injury; and \$50,000 per occurrence for liability for property damage; (F) all drivers and registered owners of private or rented vehicles used shall complete and sign declaration of driver forms assuring that: (i) the driver is at least 21 years of age and holds a current valid California driver's license;(ii) the driver has not been convicted of reckless driving or driving under the influence of drugs or alcohol within the past five years; and (iii) the driver provides proof

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

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

6.9. Vendor is licensed to provide all proposed activities.

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

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

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

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

6.11.1. Definition of High Risk Activities

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

- Amusement Parks
- Interscholastic Athletic Activities
- Bicycle riding
- Circus Arts
- Hiking (Moderate to rigorous terrain or length) vs short nature "walks"
- Hang gliding
- Horseback riding
- Ice Skating
- In-line or Roller Skating
- Rock climbing, climbing walls
- Skateboarding or use of non-motorized scooters
- Snow sports of any kind
- Trampoline; Jumpers
- Motorcycling
- Rodeo
- Target Shooting
- Water Activities including but not limited to: swimming, snorkeling, scuba diving, sailing, boating, kayaking, river rafting, water slides, water skiing etc.
- Outdoor active, experiential programs (Ropes course, pulley, etc.)

- Other activities determined by the school principal to have a high risk to student safety

6.11.1.2 The cost of insurance coverage for such activities shall be borne by the student and/or AGENCY.

6.11.1.3 Students who operate or ride as a passenger on a bicycle, non-motorized scooter or skateboard upon a street, bikeway or any other public bicycle path or trail shall wear a properly fitted and fastened bicycle helmet that meets the standards of law. Students also shall be required to wear such helmets while wearing in-line or roller skates.

6.11.2. Department of Justice and FBI fingerprinting and fingerprint clearance must be obtained for all non-District employee chaperones. Chaperones who continue beyond one school year will need to get fingerprint clearance once every three years from the time they begin chaperoning on after school program trips. Chaperones shall act in accordance with district policies, regulations and school rules. A person who is required to register as a sex offender pursuant to Penal Code 290 shall not serve as a chaperone on any field trip.

6.11.3. No chaperone shall be assigned to provide supervision or instruction of students unless he/she has submitted evidence of an examination within the past 60 days to determine that he/she is free of active tuberculosis. Chaperones whose skin test negative shall thereafter be required to take tuberculosis test every four years or sooner if deemed necessary by AGENCY.

6.11.4. Letter must be sent to parent(s)/guardian(s) and a meeting must be held for staff, chaperones, parent(s)/guardian(s) and students in advance of trip to discuss trip and safety related procedures, itinerary and questions.

6.11.5. Sleeping arrangements and night supervision are safe and appropriate.

6.11.6. Vendor Proof of Insurance: After School Program Coordinator and/or Summer Program Coordinator has obtained proof of insurance from all private vendors including:

- Facility
- Program

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

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

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

6.12.3. Swimming Activities

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

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

- 6.12.3.3. Owners of private pools must provide a certificate of insurance, designating OUSD and AGENCY as an additional insured, for not less than \$2,000,000 in liability coverage.
- 6.12.3.4. Lifeguards must be designated for all swimming activities. If lifeguards are not provided by the pool owner or operator, the AGENCY Executive Director shall ensure their presence. The AGENCY Executive Director shall ensure that lifeguards are Red Cross certified or equivalent and must be at least 21 years old. A swim test must be administered before any student is permitted in the deep end of the pool or swim area. A tracking system shall be designed in advance of trip to identify those students who have and have not passed the swim test.
- 6.12.3.5. The ratio of adult chaperones to students shall be at least one to ten. In grades 4-6, this ratio shall be at least one to eight. In grades K-3, this ratio shall be at least one to four.
- 6.12.3.6. Specific supervisory responsibilities shall be determined in advance to accommodate the varying swimming abilities of students. These responsibilities shall be clarified in writing and reviewed verbally before the trip.
- 6.12.3.7. Emergency procedures shall be included with written instructions to adult chaperones and staff.
- 6.12.3.8. Staff and chaperones assigned to supervise students must wear swim suits and know how to swim and be at each side of the pool or swim area actively monitoring students at all times.
- 6.12.3.9. The After School Program Coordinator and/or Summer Program Coordinator may require students to wear flotation devices, depending upon their age and swimming ability.
- 6.12.3.10. A buddy-system or other means of surveillance shall be arranged in advance and strictly enforced during swimming activities.

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

- 6.13.1. At least 2 weeks prior to trip date, all persons attending trip, including, but not limited to, each and every student, teacher, instructor, chaperone, supervisor, parent, administrator, volunteer, or aide (hereinafter "participant") will provide to the School District Office of the General Counsel an original, properly completed, signed and dated East Bay Regional Park District Waiver (**attached as Exhibit E**), executed by either the participant if he or she is 18 years of age or older, or the participant's parent or legal guardian if the participant is under 18 years of age
- 6.13.2. Should AGENCY fail to provide an original, properly completed, signed and dated East Bay Regional Park District Waiver for each trip participant as defined in Section 6.13.1 above, AGENCY agrees to hold harmless, defend and indemnify OUSD, its officers, employees, volunteers and agents from all claims and actions resulting therefrom.

- 7. **Financial Records.** AGENCY agrees and understands that OUSD is responsible for fiduciary and programmatic oversight for the expenditure of the ASEP and 21st CCLC grant funds contracted to AGENCY by OUSD for fiscal year 2013-2014. AGENCY will function as a sub recipient of funding and as such will follow all required fiscal guidelines and meet outlined standards as referenced in applicable

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

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

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

8. Invoicing

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

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

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

8.4. Submission of Invoices. AGENCY must submit invoices to OUSD on a timely and regular basis for services rendered. OUSD will not accept invoices submitted more than thirty days beyond the end of each fiscal quarter. No invoices will be accepted more than 30 days past the end of June 30 of the contractual fiscal year. AGENCY must also submit invoices according to specific invoicing deadlines as outlined by OUSD to ensure timely processing. (**Exhibit G**)

8.5. Submission of Invoices for ASESP and 21st Century Grants. For services rendered related to the ASESP and 21st CCLC grants, OUSD shall pay AGENCY, on a monthly basis, for appropriately documented expenses related to the ASESP and 21ST CCLC grants, with a cumulative total for 2013-14 not to exceed \$93,960.00 in accordance with the attached Exhibits to this Memorandum. Invoices for payment of services shall be submitted by the 10th of each month to the OUSD After School Programs Office, utilizing the required OUSD invoicing and staff qualifications form (**Exhibit F**). OUSD will strive to adhere to second Accounts Payable check run per the published schedule of monthly payments if invoices are submitted in accordance with the deadlines and requirements set forth in this section and the accompanying Exhibits.

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

10. Changes

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

11. Conduct of Consultant

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

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

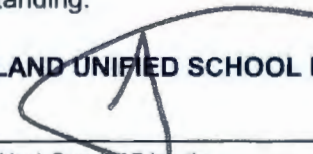
- 13.1. **Commercial General Liability** insurance which shall include contractual, products and completed operations, corporal punishment and sexual misconduct and harassment coverage, and bodily injury and property damage liability insurance with combined single limits of not less than \$1,000,000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

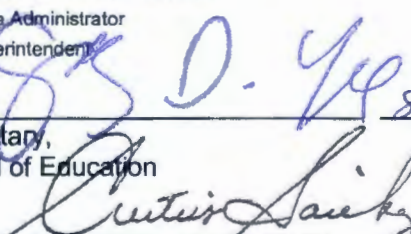
The above policies of insurance shall be written on forms acceptable to the Risk Manager of OUSD and endorsed to name the OUSD, its officers, employees, volunteers or agents, as additional insured. Said Additional Insured endorsement shall be provided to OUSD upon AGENCY's execution of this MOU and before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

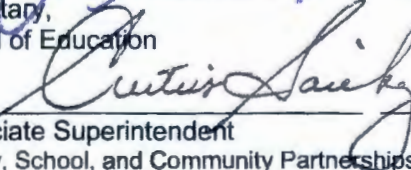
- 14. **Litigation.** [This section is intentionally deleted by the parties].
- 15. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
- 16. **Counterparts.** This MOU and all amendments and supplements to it may be executed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

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

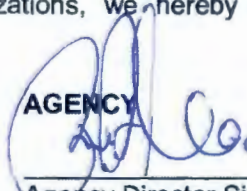
OAKLAND UNIFIED SCHOOL DISTRICT


 President, Board of Education 8/29/13
Date
 State Administrator
 Superintendent


 Secretary,
 Board of Education 8/29/13
Date


 Associate Superintendent Date
 Family, School, and Community Partnerships Dept.

AGENCY


 Agency Director Signature 7.26.13
Date

Ryan DiBernardo, Chief Operating Officer
 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

File ID Number: 13-1766
 Introduction Date: 8/28/13
 Enactment Number: 13-1888
 Enactment Date: 8/28/13
 By: AS

Josette Hernandez ^{UK} 7-26-13
Principal Date

Josette Hernandez ^{UK} 7-26-13
Regional Executive Officer Date

MOU template approved by Legal May, 2013

- Events and Off Site Activities
- **Exhibit E.** Waiver for use of East Bay Regional Park District Bodies of Water (Swimming Pools, Lagoons, Shoreline Parks and Lakes) and Related Facilities
 - **Exhibit F.** Invoicing and Staff Qualifications Form
 - **Exhibit G.** Fiscal Procedures and Policies
 - **Exhibit H.** Certificates of Insurance
 - **Exhibit I.** Statement of Qualifications

Exhibit A

Attendance Reporting Schedule

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

Exhibit B

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

(Template distributed separately)

INSERT HERE

2013-2014 Elementary/Middle School After School Program Budget

AFTER SCHOOL BUDGET PLANNING SPREADSHEET

ELEMENTARY & MIDDLE SCHOOLS 04 2013

Site Name:	Site #:	Average # of students to be served daily (ADA):	ASES	OFCY	Program Fees (if applicable)	Other School Funds	Other Lead Agency Funds
Fruitvale Elementary	117		Resource 6010, Program 1583				
			OUSD	Lead Agency	Grants	Lead Agency	Lead Agency
TOTAL GRANT AWARD			\$112,500	\$67,000	\$0	\$0	\$0
CENTRAL COSTS: INDIRECT, ADMIN, EVAL, PD, CUSTODIAL SUPPLIES							
	OUSD Indirect (5%)	\$5,357					
	OUSD ASPO admin, evaluation, and training/technical assistance costs	\$7,009					
	Custodial Staffing and Supplies at 3.17%	\$3,174					
TOTAL SITE ALLOCATION			\$96,959				
CERTIFICATED PERSONNEL							
1120	Academic Liaison/Quality Support Coach REQUIRED	\$2,500				\$0	
1120	Certificated Teacher Extended Contracts	\$0				\$0	
						\$0	
	Total certificated	\$2,500				\$0	
CLASSIFIED PERSONNEL							
2205	Site Coordinator (list here, if district employee)		\$0	\$0		\$0	\$0
2220	SSO	\$0				\$0	
		\$0					
	Total classified	\$0	\$0	\$0		\$0	\$0
BENEFITS							
3000's	Employee Benefits for Additional Time (20% of total salaries paid as extended contracts or overtime)	\$500					
3000's	Employee Benefits for Salaried Employees (40%)	\$0					
3000's	Lead Agency benefits (rate: 25 %)		\$3,182				
	Total benefits	\$500	\$3,182	\$0		\$0	\$0
BOOKS AND SUPPLIES							
4310	Supplies (OUSD only, except for Summer Supplemental)	\$0		\$1,000		\$0	\$0
4310	Curriculum (OUSD only)	\$0				\$0	\$0
5829	Field Trips	\$0	\$1,500	\$1,158		\$0	\$0
4420	Equipment (OUSD only)	\$0		\$1,000		\$0	\$0
	Total books and supplies	\$0	\$1,500	\$3,158		\$0	\$0
CONTRACTED SERVICES							
5825	Site Coordinator (list here if CBO staff)		\$27,500	\$10,000			
5825	Site Director	\$0	\$0	\$10,000			
5825	Enrichment Facilitators		\$0				
5825	4 Academic/Enrichment Instructor M-F \$15 x20 hrs x 38.69 wks + taxes (12%)		\$31,212	\$20,608			
5825	2 Academic/Enrichment Instructor M-F \$17 x 20 hrs x 38.69 wks + taxes (12%)		\$17,686	\$11,791			
5825	Academic/Enrichment Instructor M-F \$18 x 20 hrs x 38.69 wks + taxes (12%)		\$9,364	\$6,242			
5825	Parent Liaison		\$500				
5825							
5825							
5825							
5825							

2013-2014 Elementary/Middle School After School Program Budget

5825								
	Total services		\$0	\$86,251	\$58,842	\$0	\$0	\$0
IN-KIND DIRECT SERVICES								
							\$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 \$)			\$3,016.52	\$5,000			\$0
SUBTOTALS								
	Subtotals DIRECT SERVICE	85	\$4,682	\$90,943	\$62,000	\$0	\$0	\$0
	Subtotals Admin/Indirect	15	\$13,858	\$3,017	\$5,000	\$0		\$0
TOTALS								
	Total budgeted per column		\$18,541	\$93,960	\$67,000	\$0	\$0	\$0
	Total BUDGETED	100	\$112,500	\$93,960	\$67,000	\$0	\$0	\$0
	BALANCE remaining to allocate		\$0	\$0	\$0			
	TOTAL GRANT AWARD/ALLOCATION TO SITE		\$112,500	\$93,960	\$67,000			
ASES MATCH REQUIREMENT:							\$0.00	
ASES requires a 3:1 match for every grant award dollar awarded.								
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:			67,000					
Total Match amount left to meet:			-38,875					

Required Signatures for Budget Approval:

Principal:	
Lead Agency:	

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

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

SECTION 1: School Site Information

School Site: Fruitvale Elementary

Date: April 24, 2013

Principal Signature:

Lead Agency Signature:

After School Site Coordinator Name (if known at this time):
 Rakita O'Neal

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

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

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

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

To:

1. We would like to encourage students to be independent thinkers while being cooperative workers.
2. For students to advocate for social equality and community change
3. For students to become great communicators or enhance their communication skills
4. For students to understand what it takes to be an Avid Scholar and achieve their goals

SECTION 3: OUSD Strategic Questions

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

Strategic Questions/Desired Outcomes	Strategic Activities	Outcomes of Strategic Activities	Data used to assess the strategic activities
<i>As a result of our ASP efforts...</i>	<i>What after school strategic activities will support the desired outcomes?</i>	<i>What short-term outcomes will you expect from your efforts by the end of the school year?</i>	<i>What data will be collected to measure these outcomes?</i>
High School Graduation: How many more Oakland children are graduating from high school?	<ul style="list-style-type: none"> -Parent education workshops that provide strategies for parent involvement in their child's education in partnership with Lincoln Child Center. -Weekly collaborative meetings between lead agency and school leadership to co-develop after school programming that is aligned with the regular school day program and supports school goals for student achievement. -Project based learning and skill-building enrichment for all program participants to keep them engaged in school and learning. -Regular monitoring of academic performance of program participants by Site Coordinator and Academic Liaison; development of targeted academic support activities to support 	<ul style="list-style-type: none"> • Stronger connections between regular day and after school staff around student engagements, education, student attendance and behavioral issues • Students academics improve from far below basic to below basic to basic/proficient • Students and parents have educational plans in place for the following year 	<ul style="list-style-type: none"> -85% of parents that participate in parent education workshops will demonstrate increased engagement based on end of year parent surveys. -85% of teachers and principal end of year surveys will indicate that after school supports school day learning. -95% of students in the after school program will receive skill building support for a least 30-45 minutes. -95% of students participating in the after school program will participate in project-based learning and skill building enrichment. -80% of all students receiving reading intervention will have shown improvement based on

	<p>skill building.</p> <ul style="list-style-type: none"> -Weekly reading intervention classes for 28 students who have scored FBB or BB level on the CST; intervention classes are offered during the afterschool program. -Weekly boys and girls leadership classes focused on goal-setting, requirements for high school graduation, and overcoming obstacles to school success. 		<p>pre and post assessment.</p> <ul style="list-style-type: none"> -95% of all 4th and 5th grade students enrolled in the after school program will participate in a weekly leadership class.
<p>Satisfactory School Day Attendance: How many more Oakland children are attending school 95% or more?</p>	<ul style="list-style-type: none"> -Weekly monitoring of school day attendance data for all after school participants; parent communication regarding regular absences. -Parent education workshops will be offered to discuss the importance of school day attendance. 		<ul style="list-style-type: none"> -85% of all parents that participate in workshops will have a better understanding of the importance of school day attendance as measured by pre and post surveys. -95% of all parents will receive regular communication in regards to concerns around attendance.
<p>Job Skills/Career readiness: How many more students have meaningful internships and/or paying jobs?</p>	<ul style="list-style-type: none"> -Career Day workshops highlighting different professions -Leadership class offered to 4th and 5th grade students to foster habits of career readiness, including public speaking, punctuality, teamwork, etc. 		<ul style="list-style-type: none"> -95% of all students enrolled in the after school program will be exposed to new career opportunities. -85% of all 4th and 5th graders enrolled in after school will receive additional support in regards to career readiness, etc.
<p>Health and Well-being: How many more Oakland children have access to, and use, the health services they need?</p>	<ul style="list-style-type: none"> -Parent education workshops to inform them about health services in the community and access. -Implementation of our Healthy Futures Program. Through this program we reach out to the community in order to involve them in nutrition and healthy cooking seminars and physical activity classes. As we work towards our goal of fostering healthy attitudes around nutrition and physical activity students will develop a more positive view of physical activity and gain a sense of accomplishment through setting personal fitness goals. 		<ul style="list-style-type: none"> -70% of parents will have increased knowledge of health services available in their community measured by results gathered through pre and post surveys. -90% of student and families will have improved attitudes towards healthy lifestyle changes measured by student and parent surveys.

SECTION 4: Program Model and Lead Agency Selection

For 2013-2014, my site will operate the following program model:

- Traditional After School:** *voluntary program open to all students, with enrollment priorities targeting certain students*
 Extended School Day: *additional class periods added to the bell schedule during after school hours for students of a particular grade and/or all students of the school*
 Blended/Hybrid: *combination of some extended day and some traditional after school programming*

Description and Rationale for Selection of Lead Agency

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

Learning for Life is currently operating stable and effective after school programs at several elementary schools that provide academic and youth development results. The Learning of Life programs provide schools with quality staff and ongoing supports and have consistently met program quality and grant reporting requirements. We currently offer educational therapy and parent resources and will continue those services into the 2013-2014 school year.

SECTION 5: ATTENDANCE, PROGRAM DATES, AND PROGRAM SCHEDULE

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

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

Required # of Program Days your program will operate during School Year 2013-2014: **180 days required***

Projected Daily Attendance during School Year 2013-2014: 85

Program Schedule

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

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

SECTION 6: Academics

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

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

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

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

	Target Population	Academic Support (choose one)	CSSSP goal(s) or school need supported by activity	Measurable Outcomes	Description of program/activity	Instructional Strategies
1	All students enrolled in ASP	<input checked="" type="checkbox"/> Homework Support <input type="checkbox"/> Tutoring <input type="checkbox"/> Skill Building <input type="checkbox"/> Academic Intervention <input type="checkbox"/> Other	CSSSP: School would like to reduce the number of African American and Hispanic students that are testing FBB/BB.	Students will be allowed a quiet place to start homework.	Daily homework assistance	Large group/Smaller sub groups
2	Students enrolled in the program scoring below basic or far below basic in reading and math	<input type="checkbox"/> Homework Support <input checked="" type="checkbox"/> Tutoring <input type="checkbox"/> Skill Building <input type="checkbox"/> Academic Intervention <input type="checkbox"/> Other	AL will help identify students that are far below basic and below basic. SPSA: School would like to reduce the number of African American and Hispanic students that are testing FBB/BB.	Students will improve reading and math skills.	1-2 days a week of tutoring support in the area of need, which is either math or reading	Small group and one on one assistance
3	All students enrolled in ASP	<input type="checkbox"/> Homework Support <input type="checkbox"/> Tutoring <input type="checkbox"/> Skill Building <input checked="" type="checkbox"/> Academic Intervention <input type="checkbox"/> Other	AL will assist in communication between school day staff and ASP staff. SPSA: would like to reduce the number of African American and Hispanic students that are testing FBB/BB.	Students will improve reading and math skills	Students will receive support and reinforcement of school day learning through hands on activities.	Large group activities
4	All students enrolled in ASP	<input type="checkbox"/> Homework Support <input type="checkbox"/> Tutoring <input type="checkbox"/> Skill Building <input type="checkbox"/> Academic Intervention <input checked="" type="checkbox"/> Other				

5	All students enrolled in ASP	<input checked="" type="checkbox"/> Homework Support <input type="checkbox"/> Tutoring <input checked="" type="checkbox"/> Skill Building <input type="checkbox"/> Academic Intervention <input type="checkbox"/> Other				
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SECTION 7: ENRICHMENT & PHYSICAL ACTIVITY / RECREATION

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

Type of Enrichment	Rationale	CSSSP goal(s) or school need supported by activity	Brief Description	Targeted Skills	Measurable Outcome
Gardening and Nutrition	<input type="checkbox"/> Student Identified <input checked="" type="checkbox"/> School Identified <input checked="" type="checkbox"/> Parent Identified <input type="checkbox"/> Other (specify)	CSSSP: School Climate: Providing beautification for the school by the upkeep of the school garden.	Students will follow a seed to the ground to the table and they will eat the nutritious snacks they helped grow themselves.	<input type="checkbox"/> College/Career Readiness <input type="checkbox"/> Social & Emotional Learning <input checked="" type="checkbox"/> Leadership <input type="checkbox"/> Academic (specify) <input checked="" type="checkbox"/> Health and Wellness <input type="checkbox"/> Other (specify)	Students will have an increased knowledge of basic nutrition and how to make healthy eating choices.
Art	<input checked="" type="checkbox"/> Student Identified <input type="checkbox"/> School Identified <input type="checkbox"/> Parent Identified <input type="checkbox"/> Other (specify)	CSSSP: School Climate: Providing beautification for the school through mural and other art posted throughout the school.	Students will learn the basics of drawing and painting.	<input type="checkbox"/> College/Career Readiness <input checked="" type="checkbox"/> Social & Emotional Learning <input checked="" type="checkbox"/> Leadership <input type="checkbox"/> Academic (specify) <input type="checkbox"/> Health and Wellness <input type="checkbox"/> Other (specify)	Students will have tangible pieces of arts to show during the school year.
Theatre	<input type="checkbox"/> Student Identified <input checked="" type="checkbox"/> School Identified <input type="checkbox"/> Parent Identified <input type="checkbox"/> Other (specify)	CSSSP: School Climate: Providing performing arts for the students and the school community.	Our theatre program seeks to develop students who are confident, educational explorers and critical thinkers. We will focus on several different mediums; drama, spoken-word, fine arts and storytelling.	<input type="checkbox"/> College/Career Readiness <input checked="" type="checkbox"/> Social & Emotional Learning <input checked="" type="checkbox"/> Leadership <input type="checkbox"/> Academic (specify) <input type="checkbox"/> Health and Wellness <input type="checkbox"/> Other (specify)	Students will perform several short skits and monologues leading up to our end of the year full length play.
Physical Activity	<input checked="" type="checkbox"/> Student Identified <input type="checkbox"/> School Identified <input checked="" type="checkbox"/> Parent Identified <input type="checkbox"/> Other (specify)	CSSSP: The school wants to focus on increased physical fitness in hopes that it will decrease time spent	Students will learn basic games, exercises, and introductions into various sports. They will also learn	<input checked="" type="checkbox"/> College/Career Readiness <input checked="" type="checkbox"/> Social & Emotional Learning <input checked="" type="checkbox"/> Leadership <input type="checkbox"/> Academic (specify)	Sports and Fitness will help students build self-esteem, improve physical abilities, and learn

		in conflicts, creating a more positive school climate.	sportsmanship to become better at performing on teams. Careers in sports will also be discussed.	<input checked="" type="checkbox"/> Health and Wellness <input type="checkbox"/> Other (specify)	self-discipline. They will also learn leadership skills and positive forms of self-expression.
	<input type="checkbox"/> Student Identified <input type="checkbox"/> School Identified <input type="checkbox"/> Parent Identified <input type="checkbox"/> Other (specify)			<input type="checkbox"/> College/Career Readiness <input type="checkbox"/> Social & Emotional Learning <input type="checkbox"/> Leadership <input type="checkbox"/> Academic (specify) <input type="checkbox"/> Health and Wellness <input type="checkbox"/> Other (specify)	

SECTION 8: FAMILY ENGAGEMENT / FAMILY LITERACY

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

Family literacy is a required component of all 21st Century after school programs. Family literacy services support the educational goals of adult family members, connect them to resources and services in the community, and increase their ability to support their student's learning and development

Type of Activity	CSSSP goal(s) or school need supported by activity	Brief Description	Measurable Outcome	Alignment with school day family engagement / family literacy efforts or resources
Parent Information / Orientation	CSSSP: Increase parent involvement	All Parents are required to attend a mandatory orientation prior to their student attending the ASP. Orientation sets parent expectations.	Every parent will attend Parent Orientation.	This event mirrors the school day orientation.
Winter / Spring Showcases	CSSSP: Increase parent involvement	Parents are required to attend at least 1 showcase where students exhibit the hard work from their various enrichment classes.	Every parent will attend at least one showcase.	Showcase events will be planned and performed in collaboration with school day staff and administration.
Family Literacy Night Family Science / Math Night	CSSSP: Increase parent involvement	Parents and students will be invited to attend family reading and science exhibits and math game activities that will include listening to storybook reading, family science experiments, and family math games. They will learn a variety of skills that	Students will begin to show their curiosity and interest for reading, math, and science.	Literacy / Science Night will be planned and performed in collaboration with school day staff and administration.

		prepare them for learning to excel in reading, math and science.		
Parent Volunteer Hours	CSSSP: Increase Parent involvement	All parents are required to complete 2 hours per month in the ASP, either in service or in kind.	At least one parent will consistently volunteer in our program 2 hours per month. (Parent Liaison).	If after school hours are not convenient for parents, they will be allowed to complete hours during the school day. Parents will be directed to the ASP parent liaison.

SECTION 9: Chronic Absence Action Plan

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

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

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

Strategies to Support Attendance	Action Steps
a) Recruit and address the needs of students who are at risk of chronic absenteeism.	Request copy of chronic absentee list from SART person or office staff. Target those students for early registration and orientation.
b) Inform parents about the importance of attendance and encourage parents to help each other get their students to class.	Encourage good attendance as a requisite for participation in after school programming. Continue to stress monthly parent reminders.
c) Track students with poor program attendance and reach out to find out why and how attendance could be improved.	Assistant Coordinator to do bi-monthly calls to check on students who have waned in attendance to ensure their status in program, and to remind parents about the need for regular attendance at school and ASP.
d) Celebrate good attendance and/or offer meaningful incentives to attract and reward students for attending our program.	Quarterly incentives for perfect attendance (themed parties, movie days, prizes, and attendance awards)

SECTION 10: Transforming School Culture and Climate

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

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

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

b) How will the school and lead agency partner work together to ensure that the after school program is aligned and supporting these efforts, and helping to transform school culture and climate?

We will use staff, parent, and student surveys, as well as focus groups to determine if the school culture is being affected. Additionally, the principal and the Site Coordinator will collaborate on school policy that will be used doing regular day and after school program.

c) Reducing the disproportionate suspension rates of African American students is a key priority for OUSD. Please describe any special efforts your after school program is taking to support the school engagement, social-emotional well-being, and/or academic success of African American students at your school (ie. Manhood Development circles, Ethnic Studies curriculum, recognition ceremonies for student accomplishments, Black professionals as role models or mentors, etc.):

We provide a special Leadership group for our AA boys as well as a sisterhood group for our 3rd grade girls that will expand to 4th and 5th grade this year. The Site Coordinator attends COST meetings to stay connected with issues with AA children who are at risk and collaborates to create plans for success in academics, and social emotional learning.

SECTION 11: Coordination with Other Service Providers In the Full Service Community School model, the school becomes a hub of services where various types of service providers come together, work together, and coordinate their efforts to meet the holistic needs of students and families.	
<p>The after school Site Coordinator or Director will actively participate in which of the following school group(s), in order to increase alignment between after school and school day efforts?</p>	<ul style="list-style-type: none"> <input checked="" type="checkbox"/> COST team (Coordination of Services Team) <input checked="" type="checkbox"/> SST (Student Study Team) <input type="checkbox"/> SSC (School Site Council) <input type="checkbox"/> ELT (Educational Leadership Team) <input type="checkbox"/> PTA <input type="checkbox"/> Attendance Team/Workgroup <input type="checkbox"/> CSSSP (Community School Strategic Site Planning) team <input type="checkbox"/> School Culture/Climate Committee <input checked="" type="checkbox"/> Other (specify)
<p>List key community partners whom you will actively collaborate with to accomplish the goals of your program.</p>	<p>Thrift Recycling Faith Network</p>
<p>List all subcontractors who will be paid to deliver after school services.</p>	
<p>Identify other service providers and support personnel at your school (ie. school psychologist, School Based Health Center staff, counselor, mental health therapist, school nurse, parent liaison, etc.) whom you will actively collaborate with to accomplish the goals of your program.</p>	<p>Lincoln Child Center School Nurse Parent Liaison</p>

2013-14 After School Enrollment Policy for Fruitvale School

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

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

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

Target Population(s)	Specific Data to Inform Selection of Program Participants	(High School Only) Indicate if participation is <i>Optional</i> or <i>Mandatory</i> for each target population
Students that are below proficient in STAR Testing Scores	STAR Testing scores	
Students with Chronic Absences	SART person – absence report	
Families with multiple students	School records	
SpEd Students (at least 10 slots)	Upon referral from SpEd Teachers	

Grade levels prioritized for programming: K through 5th

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

Additional Notes:

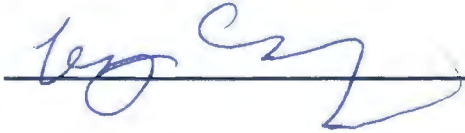
- Successful after school programs are heterogeneous and include several target populations.
- Sites cannot simply utilize a first come-first serve process for enrolling students; sites should establish priorities for participation.
- Programs are intended to help close the achievement gap by serving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

Enrollment Process and Timeline: (Summarize your enrollment timeline below. Describe how your school will identify and recruit students beginning in Spring 2013. Indicate how families will be notified of 2013-14 enrollment before the last day of school, June 13, 2013.)

Timeline	After School Enrollment Steps/Process	Individual(s) responsible
Pre – Registration May 6-May 31	Disbursement of ASP Application and school announcement on school voice messenger system	Site Coordinator and Assistant Site Coordinator
Early Intake Orientation Friday, June 7 th @ 4:00pm in Fruitvale's auditorium	Meeting with parents of early intake students to go over ASP Handbook, discussing attendance requirements, finalizing intake paperwork	Site Coordinator and Assistant Site Coordinator

Important dates to include in your timeline:

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

Principal Signature: 

Lead Agency Signature: 

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

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

Principal initials	Lead Agency initials	2013 – 14 Assurances for Grant Compliance and After School Alignment with School Day
Y4	SR	Site Administrator and Lead Agency Director/Site Coordinator have reviewed the CA Dept of Education's ASES and/or 21 st Century Grant Assurances, and understand mandated grant compliance elements.
14	SR	Site Administrator and Lead Agency Director have reviewed the Lead Agency After School MOU together, and agree to the requirements outlined in the MOU for the lead agency partner.
14	SR	Site Administrator will meet regularly with Site Coordinator to ensure program is meeting identified goals.
14	SR	Site will share student outcome data to better refine program (Attendance data, EduSoft, Report Cards, IEP's, etc).
Y4	SR	The principal and lead agency partner have reviewed and discussed the Academic Liaison/Quality Support Coach key responsibilities described on the following page. Both Principal and lead agency partner understand that this role is critical for strengthening staff practices and the quality of the after school program. Site will identify a certificated, qualified individual to serve as the program's Academic Liaison and to fulfill all responsibilities outlined in the role description.
14	SR	Site will invite Site Coordinator and appropriate after school staff to participate in school day meetings and professional development opportunities, in order to ensure consistency in standards of teaching and learning and positive school climate.
14	SR	Site will invite Site Coordinator to participate on SSC, COST, SST, and CSSSP team to ensure coordination of services.
14	SR	Site will coordinate the use of facilities and site level resources in support of program goals.
14	SR	Site will provide Site Coordinator with office space that includes access to internet and phone.
14	SR	Site Administrator will share the School Site Safety Plan with the Site Coordinator and discuss appropriate policies and procedures to ensure safety during the after school hours.

Principal Signature: 

Lead Agency Signature: _____

Academic Liaison/Quality Support Coach

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

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

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

Academic Liaison/Quality Support Coaching Planning

a) Please identify who will fulfill the Academic Liaison/Quality Support Coach role for 2013-14:

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

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

b) Some schools are challenged in finding a qualified individual on staff who can fulfill the Academic Liaison/Quality

Support Coach role. In this case, the OUSD After School Programs Office will work actively to try to find an OUSD coach to match with the school. Please mark:

My school needs support in finding an individual who can effectively fulfill the role of Academic Liaison/Quality Support Coach. Yes No

Teachers on Extended Contract for Direct Service

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

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

Important note: Teachers on extended contract who are providing direct services to students after school must be paid at the negotiated rate of \$23.16/hr (per OEA contract). After school grant funds can be utilized for this direct service work. Beginning in 2013-14, the Academic Liaison/Quality Support Coach cannot provide direct service to students. The Academic Liaison is primarily responsible for providing coaching and training, and is paid at the negotiated Paid-In-Service rate of \$30.12 for their staff capacity-building services. Teachers doing direct service work after school must be paid with an extended contract.

List after school classes/activities that will be facilitated by teachers on extended contract	Anticipated hours/week for teacher on extended contract
N/A	

Principal Signature: 

Lead Agency Signature: 

After School Safety and Emergency Planning for 2013-14

After School Safety and Emergency Planning

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

Yes No

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

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

This training takes place during the initial orientation and training week in August 2013. Staffs are taken on a tour of the school to become familiar with the campus. Staff also has a day or two to connect with the classroom teachers to create a positive relationship/partnership, which is a crucial element when it comes to securing our campus and students. Staff is familiarized with the emergency kits with which each classroom is equipped. Staff has at all times a basic first aid kit on hand. All program staff familiarizes the students with what to do in case of an emergency and participate in practice drills. Staff is CPR, first aid, and AED certified.

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

Yes No

Facility Keys

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

Yes No

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

SSO Staffing: (check one)


- Site has a school day SSO who can accommodate after school related work as part of their regular salary.
 Site will pay Extra time/Over time (ET/OT) to accommodate an after school SSO.

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

Principal Signature: _____



Lead Agency Signature: _____



Professional Development and Staff Wellness

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

a) Programs are allowed up to three days of program closure during the school year to offer staff professional development. Please indicate which three days (if any) your program plans to close this year for PD:
Dec. 19, 2013 / Dec. 20, 2013 / May 30, 2013

b) What professional development, coaching, and training supports will be provided by the lead agency partner?

To support its staff and promote their professional development, Learning for Life has built in a series of trainings, learning opportunities and feedback cycles throughout the school year. At the beginning of each school year, staff participate in a two week training module, one week each of agency and school site trainings. Learning for Life training topics include agency orientation, classroom management, lesson planning in alignment with California content standards, academic support, supervision of youth, youth development practices and emergency and CPR training. Trainings are structured to provide experienced staff with the opportunity to collaborate with new staff, share best practices and receive differentiated professional development. Learning for Life's Site Coordinators participate in District sponsored trainings and ongoing monthly site trainings.

c) What professional development opportunities will be provided by the school site?

An in-service training by the site coordinator mid-year, also regular bi-weekly observations. The academic liaison will also provide professional development by training staff on lesson plans, classroom management and youth development and wellness. Finally the academic liaison will assist with helping to strengthen the professional relationship between regular day and after school staff.

d) ASPO professional development will consist of the mandatory August Institute (Aug. 5-9, four days for new site coordinators; three days for returning site coordinators), mandatory monthly site coordinator meetings (2 hrs/month), optional Youth Work Methods trainings (9 workshops aligned to YPQA, 2 hours each), and various professional learning communities (time commitment varies). Please mark:

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

Staff Wellness

e) Please describe ways your program will work to support staff wellness over the course of the year: Students will be offered yoga, African music, dance as well as opportunities to meditate.

Principal Signature:



Lead Agency Signature:



Learning for Life Fruitvale Superstar
Scholars After School Program

2013-2014

Time	Monday	Tuesday	Wednesday	Thursday	Friday
1:25-3:00			Community Meeting – ALL 1 st - Chalk Art 2 nd - Karaoke Club 3 rd - Comic Book making 4 th /5 th 1-		
2:45-3:00	Snack (120)	Snack	Snack	Snack	Snack
3:00-4:10 1st grade Rotation I	Homework Club/Academic Intervention	Homework Club/Academic Intervention	Homework Club/Academic Intervention	Homework Club/Academic Intervention	Homework Club/Academic Intervention
4:15-5:20 1 st grade Rotation II	African Music	Dance	Creative Writing/ Poetry	Science/Gardening	Sports
5:20-6:00 1 st grade Rotation II	Reflection	Reflection	Reflection	Reflection	Reflection
3:00-4:10 2 nd grade Rotation 1	Homework Club/Academic Intervention	Homework Club/Academic Intervention	Homework Club/Academic Intervention	Homework Club/Academic Intervention	Homework Club/Academic Intervention
4:15-5:20 2 nd Rotation 2	Dance	African Music	Science/Gardening	Sports	Creative Writing/Poetry
5:20-6:00 2 nd Rotation 3	Reflection	Reflection	Reflection	Reflection	Reflection
3:00-4:10 3rd grade Rotation I	Homework Club/Academic Intervention	Homework Club/Academic Intervention	Homework Club/Academic Intervention	Homework Club/Academic Intervention	Homework Club/Academic Intervention
4:15-5:20 3 rd grade Rotation II	Creative Writing/Poetry	Sports	African Music	Dance	Sisterhood/Brotherhood group
5:20-6:00 3 rd grade Rotation III	Reflection	Reflection	Reflection	Reflection	Reflection
3:00-4:10 4 th grade Rotation I	Homework Club/Academic Intervention	Homework Club/Academic Intervention	Homework Club/Academic Intervention	Homework Club/Academic Intervention	Homework Club/Academic Intervention
4:15-5:20 4 th grade Rotation II	Sports	Creative Writing/ Poetry	Dance	African Music	Science/Gardening
5:20-6:00 4 th grades Rotation III	Reflection	Reflection	Reflection	Reflection	Science/Gardening Reflection
3:00-4:10 5 th grade Rotation I	Homework Club/Academic Intervention	Homework Club/Academic Intervention	Homework Club/Academic Intervention	Homework Club/Academic Intervention	Homework Club/Academic Intervention
4:15-5:20 5 th grade Rotation II	Sports	Creative Writing/ Poetry	Dance	African Music	Science/Gardening
5:20-6:00 5 th grades Rotation III	Reflection	Reflection	Reflection	Reflection	Science/Gardening Reflection
3:00-5:20 4 th /5 th FCA 1 st Rotation	Dance	Yoga	Future Chefs/HW Club	Yoga	Future Chefs/HW Club
5:20-6:00 4 th /5 th FCA 2 nd Rotation	Reflection	Reflection	Reflection	Reflection	Reflection

Exhibit C
**OAKLAND UNIFIED SCHOOL DISTRICT
ASES AND 21ST CENTURY AFTER SCHOOL PROGRAMS**

PARENT PERMISSION AND STUDENT INFORMATION - ELEMENTARY AND MIDDLE SCHOOLS

I give my child permission to participate in the 2013-14 _____ After School Program.

Name of School: 117/Fruitvale Elementary School

Student's Name

Grade

Date of Birth

Parent/Guardian Name (Please print)

Signature

Today's Date

Home Address

City

Zip

Home Phone

Work Phone

Cell Phone

EMERGENCY CONTACT INFORMATION

In case of emergency please contact:

Name

Relationship

Phone: work/home/cell

Does your child have health coverage?

____ Yes

____ No

Name of Medical Insurance

Policy/ Insurance #

Primary Insured's Name

Medical History that may be of importance

Medication Student is taking

List any Allergies

Name of Child's Doctor

Telephone

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

Parent/Guardian Name

Signature

Date

RELEASE OF LIABILITY

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

Parent/Guardian Signature: _____ Date _____

STUDENT RELEASE/ PICK UP POLICY

As parent/guardian, I understand that the After School Program will begin immediately after school is out and will end by 6:00 p.m. Students will not be released to go home from the After School Program until they are signed out by the parent/guardian or one of the individuals listed below:

Parent/Guardian/Caretaker Signature Date

When I am unable to pick my child up, I give After School Program staff permission to release my child to:

Name/Relationship Phone Numbers: Home/Work/Cell

Name/Relationship Phone Numbers: Home/Work/Cell

REMEMBER: Please pick up your child on time. The program ends by 6:00 p.m. If students are not picked up by 6:00 p.m., After School Program staff are required by law to report to Child Protective or law enforcement. Please note: Three instances of tardiness in picking up your child will result in his/her dismissal from the program.

PERMISSION TO EVALUATE PROGRAMS AND TRACK STUDENT PROGRESS

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

_____ Parent/Guardian Signature

PHOTO/VIDEO RELEASE

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

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

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

_____ Parent/Guardian Signature

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

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

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

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

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

School Site: _____

Name of Program: _____

Name of Student: _____

Grade: _____

I request early release of my child from the After School Program at _____ o'clock p.m.

(please check reason)

- I am concerned for my child's safety in returning home by him/herself after dark.
- I am unavailable to pick my child up after this time.
- Other: _____

As parent/guardian, I hereby release and discharge the Oakland Unified School District and its officers, employees, agents and volunteers from all claims for injury, illness, death, loss or damage that my child may suffer as a result of his/her early release from the After School Program.

Signature of Parent/Guardian

Date

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

FOR STUDENTS AGES ___ AND OLDER ONLY

School Site: _____

Name of Student: _____

Grade: _____

Date of Birth of Student: _____

If I arrive later than the dismissal time or am unable to pick up my child at the end of the After School Program:

- I give the After School Program staff permission to release my child from the afterschool program without supervision.

As parent/guardian, I hereby release and discharge the Oakland Unified School District and its officers, employees, agents, and volunteers from all claims for injury, illness, death, loss or damage as a result of the release of my child without supervision if I arrive later than dismissal time or am unable to pick up my child at the end of the After School Program day.



Signature of Parent/Guardian

Date

Exhibit D

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

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

Contact Information:			
Site Name		Lead Agency Name	
Name of Contact Person		Email	
Telephone		Fax	

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

- Fall Semester- August 26, 2013 to January 30, 2014
- Spring Semester- February 1, 2014 to June 12, 2014
- Summer Program (Specify dates: _____ to _____)

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

Site Coordinator Signature _____ Date _____

Lead Agency Director Signature _____ Date _____

Site Administrator Signature _____ Date _____

Exhibit E

EAST BAY REGIONAL PARK DISTRICT

WAIVER AND RELEASE OF LIABILITY AND INDEMNITY AGREEMENT

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

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

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

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

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

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

Participant's Name _____
(Print)

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

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

EBRPD Waiver - Swim Use
Rev. 3/09



Exhibit F

OAKLAND UNIFIED SCHOOL DISTRICT

Community Sch Thriving Students

INVOICING AND STAFF QUALIFICATIONS FORM 2013-14

Basic Directions

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

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

Agency Information

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

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

Exhibit G (1)



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

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

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

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

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

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

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



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

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

Paying OUSD Certificated Employees (Teachers)

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

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

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

Exhibit G (3)



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools. Thriving Students

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

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

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

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

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

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

Exhibit H

Certificates of Insurance and Additional Insured Endorsement

INSERT HERE



BOYSCOU-01

NOURT

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/2/2013

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(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 McDermott-Costa Co., Inc. 276 Dolores Ave San Leandro, CA 94577	CONTACT NAME: PHONE (A/C, No, Ext): (510) 351-7460 100		FAX (A/C, No): (510) 357-3230
	E-MAIL ADDRESS:		
		INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED San Francisco Bay Area Council DBA: Boy Scouts of America 1001 Davis Street San Leandro, CA 94577	INSURER A : Companion Property & Casualty		
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
INSURER F :			

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

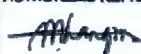
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR / WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE				EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	TBD	7/1/2013 7/1/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

RE: Learning For Life Program
 *30 day notice of cancellation.

CERTIFICATE HOLDER**CANCELLATION**

Oakland Unified School District Family, Schools, Community Partnership Dept. 495 Jones Avenue Oakland, CA 94603	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	--

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/27/2013

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(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 MHBT Inc. 6144 Walnut Hill Lane, 16th Fl Dallas TX 75231	CONTACT NAME: PHONE (A/C No, Ext): 972-770-1600 FAX (A/C, Mot): 972-770-1499 E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE NAIC #	
INSURED San Francisco Bay Area Council #28 Learning for Life 1001 Davis St. San Leandro CA 94577-1514	INSURER A: Old Republic Insurance Co. 24147	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	


COVERAGES **CERTIFICATE NUMBER:** 1302310655 **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			MWZY59997	3/1/2013	3/1/2014	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPROP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRE AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			MWZX26713	3/1/2013	3/1/2014	EACH OCCURRENCE \$1,000,000 AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

The City of Oakland, its council members, directors, officers, agents, employees and volunteers are named as an additional insured by virtue of a written or oral contract or by the issuance/existence of a permit or certificate of insurance but only with respect to operations by or on behalf of the Insured, or to facilities of, or facilities used by the Insured and then only for the limits of liability specified in such contract for San Francisco Bay Area Council's Learning for Life Program held at Oakland Unified School District's facilities during the policy period.

CERTIFICATE HOLDER Oakland Unified School District Family, Schools, Community Partnerships Dept. 495 Jones Avenue Oakland CA 94603	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 
---	--

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY POLICY

It is agreed that the Persons or Entities insured provision is amended to include:

Without prejudice to coverage existing herein, the City of Oakland, its council members, directors, officers, agents, employees and volunteers are named as an additional insured by virtue of a written or oral contract or by the issuance/existence of a permit or certificate of insurance but only with respect to operations by or on behalf of the Insured, or to facilities of, or facilities used by the Insured and then only for the limits of liability specified in such contract for San Francisco Bay Area Council's Learning for Life Program partially funded by grants administered by the City.

Nothing herein shall operate to increase the insurers per occurrence liability limit of \$1,000,000.

AI-649

Policy Number:

MWZY 59997

Insured:

Boy Scouts of America, National Council and all of its affiliates and subsidiaries and all Local Councils and all their affiliates and subsidiaries and Learning for Life

Effective Date:

03/01/13

Expiration Date:

03/01/14

Countersignature of Authorized Representative:

Gary Nino

Date:

2-8-13

Exhibit I

Statement of Qualifications

INSERT HERE



The San Francisco Bay Area Council, Learning for Life offers programs designed to support schools and community-based organizations in their efforts to prepare youth to successfully handle the complexities of contemporary society and to enhance their self-confidence, motivation, and self-esteem. The programs focus on character development and career education. Learning for Life programs help youth develop social and life skills, assist in character and career development, and help youth formulate positive personal values. It prepares youth to make ethical decisions that will help them achieve their full potential.

Learning for Life was developed as a wholly owned subsidiary of the Boy Scouts of America. Nationally, our program is partnered with more than 20,000 schools, serving more than 1.4 million youth annually. On a local level, Learning for Life has been serving young people in the Bay Area since 1991. Currently, our programs are partnered with over 20 schools in San Francisco and Alameda counties.

Overview of Programs:

After-School and In-School Programs

Laurel Elementary

Reading Partners

September 2001 – present

- ◆ Tutors work one-on-one with students grades 2-5, focusing on specific areas of need.

Math Partners

January 2007 – present

- ◆ Tutor works one-on-one with students grades 2-5, focusing on specific areas of need.

Spanish Program

September 2007 – present

- ◆ Spanish Instructors work with small groups of 2-5 students to teach them the Spanish language and about different Spanish speaking cultures.

Maxwell Park Elementary:

Learning for Life after-school

September 2005 – 2012

- ◆ Comprehensive after-school program
- ◆ Staff is hired and trained by Learning for Life and includes a site coordinator, program assistant, academic mentors and program instructors.
- ◆ Students receive an hour of academic tutoring covering reading and math.
- ◆ Students rotate through enrichment classes including art, Spanish, gardening, yoga and fitness.
- ◆ Students also receive homework help.

Reading Intervention

December 2008 – 2012

- ◆ Tutors work with small groups of teacher selected children using the Open Court Intervention guide.

Carl B. Munck Elementary

Reading Intervention

September 2006 – present

- ◆ Tutors work with small groups of teacher selected children using the Open Court Intervention guide.

Computer Instruction

September 2006 – present

- ◆ A Computer assistant works with students in grades K-5 to teach them about Mac computers and how to use their computers to the their full potential.

Learning for Life after-school

July 2013 – present

- ◆ Comprehensive after-school program
- ◆ Staff is hired and trained by Learning for Life and includes a site coordinator, program assistant, academic mentors and program instructors.
- ◆ Students receive an hour of academic tutoring covering reading and math.
- ◆ Students rotate through enrichment classes including art, Spanish, gardening, yoga and fitness.
- ◆ Students also receive homework help.

Manzanita SEED Elementary

Reading and Math Partners

January 2007 – 2012

- ◆ Mentors work with small groups of students grades K-4, focusing on specific areas of need.

Learning for Life after-school

July 2013 – present

- ◆ Comprehensive after-school program
- ◆ Staff is hired and trained by Learning for Life and includes a site coordinator, program assistant, academic mentors and program instructors.
- ◆ Students receive an hour of academic tutoring covering reading and math.
- ◆ Students rotate through enrichment classes including art, Spanish, gardening, yoga and fitness.
- ◆ Students also receive homework help.

Thurgood Marshall Elementary

Learning for Life after-school

September 2007 - 2010

- ◆ Comprehensive after-school program
- ◆ Staff is hired and trained by Learning for Life and includes a site coordinator, program assistant, academic mentors and program instructors.
- ◆ Students receive an hour of academic tutoring covering reading and math.
- ◆ Students rotate through enrichment classes including art, computers, Spanish, fitness.
- ◆ Students also receive homework help.

Horace Mann Elementary

Learning for Life after-school

September 2007 - 2013

- ◆ Comprehensive after-school program
- ◆ Staff is hired and trained by Learning for Life and includes a site coordinator, program assistant, academic mentors and program instructors.
- ◆ Students rotate through enrichment classes including art, martial arts, performing arts, and gardening/nutrition.
- ◆ Students receive homework help.

Burckhalter Elementary

Learning for Life after-school

Began September 2008

- ◆ Comprehensive after-school program
- ◆ Comprehensive after-school program
- ◆ Staff is hired and trained by Learning for Life and includes a site coordinator, program assistant, academic mentors and program instructors.
- ◆ Students rotate through enrichment classes including art, computers, performing arts, and sports.
- ◆ Students receive homework help.

Fruitvale Elementary

Learning for Life after-school

September 2008 - present

- ◆ Collaborative after-school program
- ◆ Staff is hired and trained by Learning for Life and includes a site coordinator, program assistant, academic mentors and program instructors.
- ◆ Students rotate through enrichment classes including art, performing arts, and sports.
- ◆ Students receive homework help.

Reading Partners Volunteer Program: Volunteers are matched with students who struggle with reading and provide tutoring once a week during the school day.

Sites include:

Lafayette Elementary

Began September 2004

Horace Mann Elementary

Began September 2004

Manzanita Community Elementary

September 2004 – June 2008

Exploring: A worksite-based program providing career education for young men and women ages 14 to 20.

Speakers Bureau: Volunteers speak about their careers to students interested in a specific field. Career exploration helps students plan for the future.

MEMORANDUM OF UNDERSTANDING ROUTING FORM 2013-2014

Basic Directions

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

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

Agency Information

Agency Name	SF Bay Area Council, Learning for Life	Agency's Contact Person	Ryan DiBernardo
Street Address	1001 Davis Street	Title	Chief Operating Officer
City	San Leandro	Telephone	(510) 577-9221; (415) 595-4417
State	CA	Zip Code	94577
OUUSD Vendor Number	V050776	Email	ryand@sffl.org
Attachments	<input checked="" type="checkbox"/> Proof of general liability and workers' compensation insurance <input checked="" type="checkbox"/> Statement of qualifications <input checked="" type="checkbox"/> Program Planning Tool and Budget <input checked="" type="checkbox"/> Printout showing this vendor does not appear on the Excluded Parties List. (www.sam.gov/portal/public/Sam/)		

Compensation and Terms – Must be within OUSD Billing Guidelines

Anticipated Start Date	07/01/2013	Date work will end	08/31/2014	Total Contract Amount Grant: \$93,960	\$93,960.00
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Budget Information

Resource #	Resource Name	Org Key #	Object Code	Amount	Req. #
6010	ASES	1171553401	5825	\$93,960.00	R0400907
			5825	\$	
			5825	\$	
			5825	\$	

OUUSD Contract Originator Information

Name of OUSD Contact	Terry Edwards	Email	Terry.Edwards @ousd.k12.ca.us
Telephone	(510) 535-2840	Fax	(510) 535-2843
Site/Dept. Name	117 117/Fruitvale Elementary School	Enrollment Grades	K through 5th

Approval and Routing (in order of approval steps)

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

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

Please sign under the appropriate column.	Approved	Denied – Reason	Date
1. Site Administrator	<i>Jarrette Hernandez</i>		7-26-13
2. Oakland After School Programs Office	<i>Quia Ma</i>		7-26-13
3. Network or Executive Officer	<i>Jarrette Hernandez</i>		7-26-13
4. Cabinet (CAO, CCO, CFO, CSO, Asst Sup)	<i>Maria Santos</i>		8/1/13
5. Board of Education or Superintendent	<i>[Signature]</i>		8/7/13
Procurement			
Date Received			