Board Office Use: Le	gislative File Info.
File ID Number	13-0952
Introduction Date	5-22-13
Enactment Number	13-0841
Enactment Date	5-22-1361



Community Schools, Thriving Students

Memo

The Board of Education

5-22-13

From

Subject

Ph.D., Superintendent

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

Equity-in-Action

Vernon Hal, Deputy Superintendent, Business & Operations

**Board Meeting Date** (To be completed by Procurement)

Memorandum of Understanding Amendment - 1

Safe Passages Oakland (contractor, City State) 210/Edna Brewer Middle School (site/department)

Action Requested

Approval of the Amendment to the Memorandum of Understanding between

Oakland Unified School District and Safe Passages

210/Edna Brewer Middle School Services to be primarily provided to \_\_\_\_\_

\_\_\_\_ through August 31, 2013 the period of July 1, 2012

Background

A one paragraph explanation of why an amendment is needed.

The Summer Learning programs funded by the WalMart grant will provide 860 students at 9 middle schools with all day summer programs. This funding supplements the morning academic-based programs with an afternoon of Science, Technology,

Engineering and Mathematics (STEM) and Enrichment activities consisting of arts, dance

and sports.

Discussion

One paragraph summary of the amended scope of work.

Approval by the Board of Education of Amendment No. 1 of the Memorandum of Understanding (MOU) between the District and Safe Passages, Oakland, CA, for the latter to provide Summer Programming Services for afternoon STEM/Enrichment activities to extend the morning summer program into a full day program at Edna Brewer Middle School for the period of July 1, 2012 through August 31, 2013, in the amount of \$29,726.00, increasing the agreement from \$119,061.00, to an not to exceed amount of \$148,787.00. All terms and conditions of the MOU remain in full force and effect.

Recommendation

Approval of the Amendment to the Memorandum of Understanding between

Oakland Unified School District and Safe Passages

210/Edna Brewer Middle School for Services to be primarily provided to \_\_\_

the period of July 1, 2012 through August 31, 2013

Fiscal Impact

Funding resource name (please spell out) 9147/National Summer Learning Association not to

exceed \$ 29,726.00

Attachments

MOU Amendment

Copy of original MOU

Board Office Use: Le	gislative File Info.
File ID Number	13-0952
Introduction Date	5-22-13
Enactment Number	13-0841
Enactment Date	5-22-13 04



Community Schools, Thriving Students

# AMENDMENT NO. \_\_1\_ TO MEMORANDUM OF UNDERSTANDING

ic oditions	<b>Jnified School Distr</b>	ict (OUSD) and Safe I	Passages	(Agency) entered into a Memorandum
of Unde	rstanding (MOU) or	07/01/2012	The parties agree to an	mend that Agreement as follows:
If scope of materials, a	f work changed: Pradditional sites to rece	ovide the revised scope	of work including description oduties, and/or reports; attach add	ed. Additional Scope of Work Attached of expected final results, such as services, ditional pages as necessary.
If term is o	changed: The term	erm of the MOU is <u>unche</u> of the MOU is extend	ed by an additional	MOU has <u>changed</u> . (days/weeks/months), and the
Compens	sation: The co	empensation is unchange	ed. The compensation	on has <u>changed</u> .
		d: The MOU price is		
Increas	se of \$ 29,726.00	to original MOU amo	unt - Funding Source: 9147/Nat	tional Summer Learning Association
□ Decrea	ase of \$	to original MOU amo	ount- Funding Source:	
	Outside Assessment of			
dollars (\$	148,787.00			usand, Seven Hundred Eighty Seven
dollars (\$	148,787.00	other provisions of t		usand, Seven Hundred Eighty Seven
dollars (\$ Remainir and in full	ng Provisions: All force and effect as	other provisions of toriginally stated.	he MOU, and prior Amendm	
dollars (\$ Remainir and in full	ng Provisions: All force and effect as	other provisions of t originally stated. ere are no prior amendr	he MOU, and prior Amendm	nent(s) if any, shall remain unchanged U has previously been amended as follows  Amount of
dollars (\$ Remainir and in full . Amendm	ng Provisions: All force and effect as ent History:	other provisions of t originally stated. ere are no prior amendr	he MOU, and prior Amendm	nent(s) if any, shall remain unchanged  U has previously been amended as follows  Amount of
dollars (\$ Remainir and in full . Amendm	ng Provisions: All force and effect as ent History:	other provisions of t originally stated. ere are no prior amendr	he MOU, and prior Amendm	unent(s) if any, shall remain unchanged  U has previously been amended as follows  Amount of Increase (Decrease)
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dollars (\$ Remainir and in full Amendm No.  Approval signature OAKLAND	ng Provisions: All force and effect as tent History: The Date  This MOU is not a by the Board of Education and the Board of Educa	other provisions of toriginally stated. ere are no prior amendated. General Descriptions of the state of the prior amendated the state of the state	he MOU, and prior Amendments to this MOU.  This MOU Tription of Reason for Amendment and the tription of Reason for Ame	nent(s) if any, shall remain unchanged  U has previously been amended as follows  Amount of Increase (Decrease)  \$  \$  until it is approved. Approval requires
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#### Search Results

#### Current Search Terms: Safe\* passages\*

Your search for "Safe\* Passages\*" returned the following results...

Entity SAFE PASSAGES

DUNS: 091927272 Has Active Exclusion?: No CAGE Code: 4Q7C4 DoDAAC:

Status: Active View Details

SAM | System for Award Management 1.0

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

IBM v1.863.2<u>013041</u>2-1616







### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/30/2012

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 iteu of such endorsement(s).		<b>3</b>			
PRODUCER License # 0522024 Chapman PO Box 5455 Pasadena, CA 91117-0455	CONTACT NAME: PHONE [AIC, No, Ext): 1 (626) 405-8031  E-HAIL ADDRESS:  FAX (AIC, No): 1 (626) 405-058				
	INSURER(S) AFFORDING COVERAGE	NAIC #			
	INSURER A: Nonprofits' Insurance Alliance of California				
INSURED	INSURER B:				
Safe Passages	INSURER C:				
250 Frank Ogawa Plaza #6306	INSURER D:				
Oakland, CA 94612	INSURER E:				
	INSURER F:				
COVERAGES CERTIFICATE NUMBER:	REVISION NUMBER:				
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BI INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR COI	ELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLI NDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO V	CY PERIOD 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.

NSR LTR	TYPE OF INSURANCE	INSR WVC	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP	LIMIT	s	
	GENERAL LIABILITY					EACH OCCURRENCE	S	1,000,000
A	X COMMERCIAL GENERAL LIABILITY	X	201221017NPO	5/9/2012	5/9/2013	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	500,000
	CLAIMS-MADE X OCCUR					MED EXP (Any one person)	S	20,000
						PERSONAL & ADV INJURY	5	1,000,000
						GENERAL AGGREGATE	s	3,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					PRODUCTS - COMP/OP AGG	S	3,000,000
	POLICY PRO- JECT LOC						8	
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident)	5	1,000,000
A	ANY AUTO		201221017NPO	5/9/2012	5/9/2013	BODILY INJURY (Per person)	5	
	ALL OWNED SCHEDULED AUTOS	l				BODILY INJURY (Per accident)	5	
13	X HIRED AUTOS X NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident)	\$	
							\$	
	UMBRELLA LIAB OCCUR					EACH OCCURRENCE	5	
	EXCESS LIAB CLAIMS-MADE					AGGREGATE	\$	
	DED RETENTIONS						\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					WC STATU- OTH- TORY LIMITS ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A				E.L. EACH ACCIDENT	\$	
	(Mandatory in NH)					E.L. DISEASE - EA EMPLOYEE	S	
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	\$	
A	Professional Liab.		201221017NPO	5/9/2012	5/9/2013	Each Occ/Gen Agg		1,000,000

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

The Oakland Unified School District, it's officers, employees, volunteers, and/or agents are named as additional insureds with respect to the operations of the named insured per the attached CG 2026 endorsement.

CERTIFICATE HOLDER	CANCELLATION
Oakland Unified School District Oakland and Success Office 495 Jones Street Oakland, CA 91603	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

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

# ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### SCHEDULE

#### Name Of Additional Insured Person(s) Or Organization(s)

Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy, and for which a certificate of insurance naming such person or organization as additional insured has been issued, but only with respect to their liability arising out of their requirements for certain performance placed upon you, as a nonprofit organization, in consideration for funding or financial contributions you receive from them. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.

The Oakland Unified School District, it's officers, employees, volunteers, and/or agents

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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

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



# MEMORANDUM OF UNDERSTANDING 2012-1013 AMENDMENT ROUTING FORM

	7-17-1				Basic	Directions					
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The Legal De	pariment	musi re	view and a	pprove an	Agency	y Informatio	n				
Agency Nan	ne	Safe F	assages			Agency's C		Person	Josephina Alvarad		
Street Addre		250 Fr	ank H. Oga	wa Piaza	Suite 6306	Title			Executive Director		
City	Oakland			State	CA	Telephone		11	(510) 238-6368	de et es es	
Zip Code	94612			endor Nu		1005510		Email	jalvarado@oaklan	anet.com	
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Please sign u				-		Approved	-	I	Denied - Reason		Date
1. Site Adm					Azera	Papers	8			3/1	113
2. Resource		, if appl	icable		Cha	MC	Cost	1		4/2	113
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File ID Number	12-2102
Introduction Date	81112
<b>Enactment Number</b>	12-2161
Enactment Date	8-1-12 1



Community Schools, Thriving Students

Memo

To

From

Subject

D., Superintendent

By: Maria Santos, Deputy Superintendent, Instruction, Leadership & **Equity-in-Action** 

Vernon Hal. Deputy Superintendent, Business & Operations

**Board Meeting Date** (To be completed by

August 15, 2012

Procurement)

Memorandum of Understanding - Safe Passages (contractor) - 210/Edna Brewer

Middle School (site/department)

**Action Requested** 

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

Background A one paragraph explanation of why the consultant's services are needed. The After School Education and Safety (ASES) Program is the result of the 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 Board of Education of a Memorandum of Understanding between Oakland Unified School District and Safe Passages, Oakland, CA, for the latter to provide services as lead agency to provide program coordination, math intervention, homework support, student supervision and a variety of enrichment services for Edna Brewer Middle School's comprehensive After School Program in the capacity of the After School Education and Safety (ASES) Grant for the period of July 1, 2012 through August 31, 2013, in the amount of \$119,061.00.

Recommendation

Approval of Memorandum of Understanding between Oakland Unified School District and Safe Passages. Services to be primarily provided to 210/Edna Brewer Middle School for the period of July 1, 2012 through August 31, 2013.

Fiscal Impact

Funding resource name (please spell out) 6010/After School Education and Safety (ASES) Grant in an amount not to exceed \$119,061.00.

Attachments

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

00801	MIDDLE SCHOOLS SUMMER 2013
SECTION 1: School Site Information	
School Site: Bret Harte	Date: April 24, 2013
Principal Signature:	Summer Lead Agency Signature:
Summer Site Coordinator Name (if know	n at this time): Tatiana Fuaau
SECTION 2: Learning Goals of Summ	er Program and intended impacts for participating students.
Indicate which OUSD Summer Learning the three categories below):  Academics:x_ Participants understand how reading Participants improve their organization.	
Physical Activity:  x Participants are physically active an	nd experience at least 30 minutes of moderate to vigorous activity daily.  good health and well-being over the summer.
Social/Emotional:  x Participants feel safe.  x Participants have a sense of belongi  x Participants experience positive soci  x Participants transitioning to a new se	ing to the program. ial interactions with peers and caring adults. school become familiar with the new school's culture, rules, and students.
Identify any other learning goals your pro	ogram will focus on this summer:

		<del></del>	
	CALENDAR and DAILY PROGRAM SCHE		
Summer enrichment progra	ams will augment and complement OUSD morning our day of summer learning for 4 weeks of the su	ng academic summer learning immer	programs to provide
	r and daily summer program schedule as an		
	ENT & PHYSICAL ACTIVITY / RECREATION		
	rovide students with the opportunity to apply the		
activities often support sch	ntentionally and creatively build skills that support ool goals for health and wellness, positive school	i students success in school I climate arts learning and st	and in life. Enfichment
and the second second	oor gould for flower and trainingo, positive contra	tominato, and tomining, and or	adont ongagonant.
	t <mark>rips during summer program (we recommend on</mark>		
	nd 30 minutes of moderate to rigorous physical	activity daily, what additional e	enrichment activities will
be offered?		•	
Type of Enrichment	Description of Program/Activity	Targeted Skills	Measurable Outcome
	Carte Man Description . A. The Properties . I also prints	C C-IIIC Postfer	D. d. f
	Students participate in choreographed stepping routines and learn new steps	☐ College/Career Readiness☐ Social Skills/Conflict Res.	Participants are prepared to showcase their routine
Stepping	each week, teach one another, and	☐ Leadership	at the end of the summer
	perform their routine at the end of the summer.	☐ Academic (specify) x Health/Fitness	celebration.
	3-00 Militaria	x Other: Dance/performing	
	Students learn about nutrition, origins of	Arts ☐ College/Career Readiness	Participants successful
	food and culture. Students also enjoy	☐ Social Skills/Conflict Res.	create and cook their own
Cooking & Gardening	coaking recipes with ingredients grown in	☐ Leadership ☐ Academic (specify)	recipes and cook healthy dishes for the end of
	their garden using their own ideas and creativity while developing skills to make	☐ Health/Fitness	summer celebration
	and create their own healthy snacks and	x Other: Nutrition/Wellness	potluck.
	meals at home.		
	Participants will be exposed to an array of	☐ College/Career Readiness	Participants create
4 4 8 9 8	different art projects, including clay,	☐ Social Skills/Conflict Res. ☐ Leadership	projects that they can gift or bring home that
Arts & Crafts	water-color, pastels, collage, digital pholography, etc. Youth will typically	☐ Academic (specify)	demonstrate new skills
	complete a new project each week.	☐ Health/Fitness	and techniques in art.
		x Other: Art	

Sports & Health	Participants will have the opportunity develop physical skills, endurance, ho coordination, but most importantly to Youth will learn how exercise and attanting transportant particle being healthy of fit while having fun.	and-eye earnwork Hetics are	☐ College/Career Readiness ☐ Social Skills/Conflict Res. ☐ Leadership ☐ Academic (specify) x Health/Fitness ☐ Other (specify)	Participants will be able to present ways to stay healthy and fit explaining how 30 minutes of exercise each day helps to feel good and be a better student.
SECTION 5: Coordinatio	n with Morning program and C	Other Serv	rice Providers	
As stated in the grant, NSL	A is funding a full day summer pr	rogram. As	a grantee you are expecte	ed to utilize the
recourses of both morning	and afternoon academics and ac	tivities to	enrich the quality of the sun	nmer program.
In addition, in the Full Servi service providers come tog families.	ce Community School model, the ether, work together, and coording	e school b nate their e	ecomes a hub of services veriforts to meet the holistic n	where various types of needs of students and
	rk with the site administration layout that will seamlessly morning to afternoon		planned a community tin and afternoon staff will o	
	nave intentionally plan to bridge in the morning and afternoon	the more will all c snack as will be a	ned community time is the ining and afternoon programme to share news and and hold a community circle theme (i.e. respect, resilit the community time beto.	ams. At that time we nnouncements, have le. Each week there ence, hard work) to

collaborate with to accomplish the goals of your program.	N/A
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	N/A
Section 6: Program Expectations  I acknowledge the requirements of the program which include  The NSLA Summer STEM program is a full day program; afternoon components of the program which will run from 8: middle school campus and there must be a 20:1 student to the school campus and there must be a 20:1 student to the school campus and there must be a 20:1 student to the school campus and there must be a 20:1 student to the school campus and there must be a 20:1 student to the school campus and there must be a 20:1 student to the school campus and there must be a 20:1 student to the school campus and there must be a 20:1 student to the school campus and there must be a 20:1 student to the school campus and the school	students must participate in both the morning and
Students who participated in the NSLA program in Summer program is open to 6th, 7th, and 8th grade students. The proprograms will be closed for July 4th holiday). Afternoon STE partner runs from 12:30 - 3:15 pm. The building must be empocks building at 4pm. There is a requirement of 60 minutes leveloped by OUSD Science Dept must be used and followed buring summer program and at least one trip must be related initiates of moderate to rigorous physical activity daily.	2012 receive priority for the Summer 2013 program. The ogram will run from June 24, 2013 - July 19, 2013 EM & Enrichment program carried out by the Lead Agency pty of students and staff by 3:45pm because custodian of STEM daily and the fifteen STEM curriculum lessons and in order. In addition there are two required field trips

# Bret Harte Summer Bridge 2013

- 8:15 Breakfast
- 8:30 Period 1 ELA or Math
- 9:30 Passing
- 9:35 Period 2 ELA or Math
- 10:35 "Lunch"
- 11:00 Passing
- 11:05 Period 3 Transition Support
- 12:05 Passing
- 12:10 Community Circle & Snack
- 12:30 Passing
- 12:35 Period 4 STEM
- 1:35 Passing
- 1:40 Period 5 PE
- 2:10 Passing
- 2:15 Period 6 Enrichment
- 3:10 Passing
- 3:15 Dismissal

Last revision 4/19/13

# 2013 Summer Program Calender Bret Harte, US Holidays

Mon Jun 24, 2013

All day Prep Day for all morning and afternoon staff
Calendar: 2013 Summer Program Calendar Bret Harte
Created by: Tatiana Fuaau

Tue Jun 25, 2013

All day First Day of Program

Calendar: 2013 Summer Program Calender Bret Harte
Created by: Tatiana Fuaau

Wed Jun 26, 2013

9 am STEM PD Calendar: 2013 Summer Program Calendar Bret Harte Created by: Tatians Fuzau

Wed Jul 3, 2013

9 am STEM PD
Calendar: 2013 Summer Program Calender Bret Harte
Created by: Tatiana Fuaau

Thu Jul 4, 2013

All day Independence Day Calendar: US Holldays

Fri Jul 5, 2013

All day STEM Field Trip
Calendar: 2013 Summer Program Calender Bret Harte
Created by: Tatiana Fuaau

Wed Jul 10, 2013

9am STEM PD

| Calendar: 2013 Summer Program Calender Bret Harte
| Created by: Tatiana Fuagu

Fri Jul 12, 2013

All day Field Trip (TBD)

Calendar: 2013 Summer Program Calender Bret Harte
Created by: Tatiana Fuaau

Wed Jul 17, 2013

9am STEM PD
Calendar: 2013 Summer Program Calender Bret Harte
Created by: Tatiana Fusau

Fri Jul 19, 2013

All day End of Program Celebration/Potluck
Calendar: 2013 Summer Program Calender Bret Harte
Created by: Tatiana Fuasu

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**Agency Name** 

Street Address

## MEMORANDUM OF UNDERSTANDING **ROUTING FORM 2012-2013**

#### 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.
- OUSD Administrator verifies contractor does not appear on the Excluded Parties List (https://www.epls.gov/epls/search.do)

Agency's

Title

Contact Person

Josefina Alvarado-Mena

**Executive Director** 

OUSD contract originator creates the requisition on IFAS.

250 Frank H. Ogawa Plaza. Suite 6306

Safe Passages

Within 2 weeks of creating the requisition, the OUSD Administrator submits completed MOU packet to Legal for approval.

City	Oakland			Telephone	(510)2	238-6368		
State	CA	Zip Code	94612	Email	jalvara	ado@oaklan	dnet.com	
OUSD Vendor No	umber	1005510						
Attachments	Stateme	nt of qualific	ility and workers' com ations ool and Budget s vendor does not app			t. (www.epls.g	ov/epis/sear	ch.do)
Anticipated Start Date	07/01/	2012	Date work will end	08/31/2013	Total Cont	ract Amount 19,061	\$119,061	1.00
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Site/Dept. Name	210		dna Brewer School	After School Pr Enrollment Gra		6th	through	8th
services were not pro	ovided before a F	O was issue	ndor does not appear	on the Excluded P		ips://www.epls	s.gov/epis/se	arch.do)
Please sign under th	e appropriate col	lumn.		Approved		Denied - Rea	son	Date
1. Site Administrat	or		1	1A				MALL
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Network or Executive Officer			1	MA I	7			7/17/12
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# Memorandum of Understanding 2012-2013 Between Oakland Unified School District and Safe Passages

1.	. Intent. This Memorandum of Understanding ("OUSD") intent to contract with	Safe Passages	
	("AGENCY") to serve as the lead agency to and to serve a sufficient number of students core grant allocation of funding at	o provide after-school and/or summer educa and run services for a sufficient number of	days to earn the
	following grants:	(#A OFODII)	
	<ul> <li>After School Education and Safety P</li> </ul>	rogram ("ASESP")	
	<ul> <li>California Department of Education</li> </ul>	("CDE") 21st Century Community Learning	ng Center ("21"
	CCLC")		
	<ul> <li>Oakland Fund for Children and You</li> </ul>	th - This MOU will also outline services pro	vided on OUSD

- Initiative funds that shall be utilized as matching funds to CDE ASESP and 21<sup>st</sup> CCLC funds.

   Private grants
- 2. Term of MOU. The term of this MOU shall be July 1, 2012 to August 31, 2013 and may be extended by written agreement of both parties.

school grounds through the Oakland Fund for Children and Youth ("OFCY") After-School

- 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 210/Edna Brewer School is \$119,061.00 AGENCY shall be entitled to compensation from these funds in accordance with the following terms and conditions:
  - 4.1. Total Compensation. Subject to the provisions of 4.2 Positive Attendance and the provisions of 4.3 Administrative Fee, AGENCY shall receive the amount of the grant award less OUSD's administrative fees and other site costs agreed to by the Site Administrator and AGENCY.
  - 4.2. Positive Attendance. Payment for services rendered related to the ASESP and 21st CCLC grants shall be based on actual student attendance rates (\$7.50 a day per student), not estimates, as those programs are "positive attendance based." OUSD reserves the right to modify the annual core allocation based on reported attendance. In the event that payments made to AGENCY exceed the reported attendance for the Core grant, the AGENCY will return payments to OUSD at the rate of \$7.50 a day per student. Documentation of attendance must be submitted through the OUSD/OFCY attendance systems in order for invoices for payment of services for the ASESP and 21st CCLC grants to be processed. (Exhibit A Attendance Reporting Schedule 2012-2013")
    - 4.2.1. Reconciliation Process for Positive Attendance Based Grant Funds. OUSD will adjust the payment of the "positive attendance based" grants based on quarterly review of monthly invoices and attendance for services rendered related to the ASESP, 21ST CCLC (Core Grant) for any adjustments resulting from the reconciliation of the attendance reports for that quarter's months. The attendance reconciliation process will assess the program's performance with respect to the required compliance with the grant mandated attendance rates. Based on the

- review, financial adjustments of additional payment or additional withholding will be made. Any remaining balance(s) will be forwarded to AGENCY or OUSD. Any adjustment required in excess of the withholding will necessitate additional adjustments to future invoices and payments.
- 4.2.2. Administrative Charges and Reconciliation. Reconciliation process for positive attendance based grants must factor in the subtraction of administrative and other OUSD central charges, as outlined in section 4.3, from any grant amounts earned through attendance (OUSD indirect, custodial, evaluation, and After School Programs Office administrative and training/technical assistance fees).
- 4.3. OUSD Administrative Fees. OUSD shall charge and withhold up to 14% from the overall ASESP and 21<sup>st</sup> Century grant awards for central indirect, administrative, custodial, evaluation, and direct service training and technical assistance.
- 4.4. AGENCY Administrative Fees. AGENCY understands and agrees that it may not charge more than 4% of the total contract amount as administrative fees and that its administrative fees must be set at an appropriate dollar amount to keep the ASESP and 21<sup>st</sup> Century grants within the grant-mandated allowable 15% for total indirect/administrative costs. The agency administrative fees charged to the ASESP and 21<sup>st</sup> CCLC grants must be used for direct administrative costs and cannot be used for agency indirect costs. Direct administrative costs consist of expenditures for administrative activities that provide a direct benefit to the ASESP and 21<sup>st</sup> CCLC programs. Indirect costs consist of expenditures for administrative activities that are necessary for the general operation of the agency, but that cannot be tied to the ASESP and 21<sup>st</sup> CCLC programs.
- 4.5. **Program Budget.** Due to result-based budgeting, the grant will remain as part of the site budget. Funds will be encumbered from the site budget on behalf of AGENCY for the school year 2012-2013 and will not exceed \$119,061.00 in accordance with **Exhibit B** ("ASESP/21<sup>st</sup> CCLC Planning Tool/Comprehensive After School Program Budget for AGENCY 2012-13").
- 4.6. **Modifications to Budget.** Any modifications to the approved grant budget must be approved by OUSD, AGENCY, and CDE before expenditures of funds for modified line items are authorized. Except as expressly set forth herein, OUSD shall not be liable to AGENCY for any costs or expenses paid or incurred by AGENCY in performing services for OUSD. The granting of any payment by OUSD, or the receipt thereof by AGENCY, shall in no way lessen the liability of AGENCY to correct unsatisfactory work, although the unsatisfactory character of that work may not have been apparent or detected at the time a payment was made. Work, which does not conform to the requirements of this Agreement, may be rejected by OUSD and in that case must be replaced by AGENCY without delay.
- 4.7. Program Fees. The intent of the ASESP and 21<sup>st</sup> CCLC programs is to establish local programs that offer academic assistance and enrichment for students in need of such services regardless of their ability to pay. Though it is not against the rules to charge fees for participation in programs, the CA Department of Education discourages it because it could exclude students in need from attending and taking advantage of the after school program. Fees should not create a barrier to participation in the after school program. After school services must be equally accessible to all students targeted for services regardless of their ability to pay. Programs that propose to charge fees may not prohibit any family from participating 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 210/Edna Brewer 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 2012-2013. This shall include the following required activities:
  - 5.1. Student Outcomes. AGENCY shall achieve the student outcomes as described in the grant application narrative and articulated in documents from the program evaluation team. AGENCY agrees to develop school specific outcomes, as defined in partnership with the principal. AGENCY recognizes that the principal is the chief decision maker for after school and summer programs, and ensures that school site objectives are met.
    - 5.1.1. Alignment with Community School Strategic Site Plan (CSSSP). AGENCY will ensure the after school program aligns with OUSD and 210/Edna Brewer 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 21<sup>st</sup> 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 6th through 8th grade students at 210/Edna Brewer 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 2012 2013 school year. AGENCY will close the ASESP and 21<sup>st</sup> CCLC program no more than a maximum of 3 days in the 2012-13 school year for staff professional development, as permitted by Education Code. Programs that receive 21<sup>st</sup> 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 210/Edna Brewer 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 21<sup>st</sup> 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 <u>210/Edna Brewer School</u>
  - OUSD After School Programs Office
  - OUSD central administration departments
  - Parents/Guardians
  - Youth
  - Community organizations and public agencies
- 5.9. Licenses. AGENCY shall obtain and keep in force all licenses, permits, and certificates necessary for the performance of this Agreement.
- 6. Field Trip Policy. FIELD TRIPS, OFF SITE EVENTS AND OFF SITE ACTIVITIES:
  - AGENCY shall provide each Site Administrator and the OUSD After School Programs Office
    with a schedule of all after school program field trips and/or off site events and/or off site
    activities by the first day of each semester, and a schedule of all summer field trips and/or off
    site events and activities by the first day of the summer program, if AGENCY is providing
    summer services (Exhibit D)
  - AGENCY hereby certifies that after school and summer program staff and/or subcontractors will comply with the following procedures for all field trips, off site events and off site activities:
  - 6.1. Licenses Permission Slips/Acknowledgement. Field trip/excursion permission slip must be signed by parent(s)/guardian(s) of all student participants and an acknowledgement must be signed by all adult chaperones both of which shall include the following information:
    - 6.1.1. a full description of the trip and scheduled activities
    - 6.1.2. student/adult participant health information
    - 6.1.3. "Notice of Waiver of All Claims: Education Code § 35330 provides that all persons making a field trip or excursion shall be deemed to have waived all claims against any school district, charter school, or the State of California for injury, accident, illness or death occurring during or by reason of the field trip or excursion, regardless of who holds the claims. If the field trip or excursion to which this permission slip applies is out-of-state, I hereby knowingly waive all of my and my daughter's/son's/ward's claims against any school district, charter school, and/or the State of California for injury, accident, illness or death occurring during or by reason of the out-of state field trip or excursion."
  - 6.2. After school and summer program staff or subcontractors leading trip must have a written list of students attending trip.
  - 6.3. No student shall be prevented from making a trip due to lack of sufficient funds.
  - 6.4. After school and summer program staff or subcontractors leading trip shall have a sufficient first aid kit in his or her possession or immediately available. If the trip is conducted in areas known to be infested with poisonous snakes, this first aid kit shall contain medically accepted snakebite remedies.
  - 6.5. **Health Conditions/Medication:** Trip participant health information will be gathered and reviewed in advance of trip and any needed revisions to supervision plan made, including making sure that chaperones understand relevant information (e.g., food allergies). A plan will be developed to collect, secure, and dispense prescription medications from their original containers only and consistent with physician's instructions.

#### 6.6. Supervision

- 6.6.1. AGENCY Executive Director must review and approve supervision plan.
- 6.6.2. Trip as structured is appropriate to age, grade level and course of study.
- 6.6.3. Chaperones are all AGENCY employees or subcontractors, parent(s)/guardian(s), or other authorized chaperones and are 21 or older. After School and Summer Program Coordinators and lead trip staff are satisfied that all chaperones are willing and able to perform required duites, including understanding and implementing instructions, understanding health information for students in their group, and responding effectively in the event of an emergency. Trip attendees shall be limited to assigned school or early childhood education or after school program staff, students and authorized chaperones. Guests, including but not limited to friends and other family members, are strictly prohibited absent prior written approval of the after school program coordinator or AGENCY executive director. Before the trip, after school and summer program staff leading trip shall provide any adult chaperones who may accompany the students with clear information regarding their responsibilities. Chaperones shall be assigned a prescribed group of students and shall be responsible for the continuous monitoring of these students' activities. Chaperones shall not consume alcoholic beverages or be under the influence of controlled substances while accompanying and supervising students on a trip.
- 6.6.4. When a trip is made to a place of business or industry, staff shall arrange for an employee of the host company to serve as conductor.
- 6.6.5. Adult:Student Ratio is at least 1:10 or higher if swimming or wading or high risk trip. If the trip involves water activities, this ratio shall be revised to ensure closer supervision of elementary grade or younger students, appropriate to their ages. The ratio of adults to students on field trips and excursions shall be reasonable under the circumstances.
- 6.6.6. Safety requirements have been met (e.g., current First aid/CPR training of at least one chaperone, first aid kits, emergency contact and health info, instructions for chaperones, staff and chaperones have cell phones which are charged and available for communication).
- Transportation Requirements: The after school and summer program or subcontractors shall 6.7. ensure compliance with all state laws and may transport by the use of its own equipment, contract to provide transportation or arrange transportation by the use of other equipment to enrolled after school and summer participants provided that: (A) parent/guardians' written permission has been obtained in advance; (B) After School Program Coordinator and/or Summer Program Coordinator has confirmed that: transportation arrangements are safe and appropriate; (C) all drivers have valid California driver's license; (D) all drivers have received fingerprint clearance; (E) provided that such transport is covered under driver or registered owner's personal automobile insurance or AGENCY automobile liability insurance policy for at least \$100,000 per individual and \$300,000 per occurrence for liability for bodily injury; and \$50,000 per occurrence for liability for property damage; (F) all drivers and registered owners of private or rented vehicles used shall complete and sign declaration of driver forms assuring that: (i) the driver is at least 21 years of age and holds a current valid California driver's license;(ii) the driver has not been convicted of reckless driving or driving under the influence of drugs or alcohol within the past five years; and (iii) the driver provides proof of sufficient insurance; (G) if after school or summer program arranges and/or contracts with a third party to provide this transportation, the organization or company with whom they contract must be licensed as a transportation provider, be certified to transport students (e.g., School Pupil Activity Bus certification) and have at least \$5,000,000 automobile and \$1,000,000 General Liability insurance; (H) arrangements have been made for additional vehicle for use in event of illness or emergency; (I) students receive instruction in safe conduct on bus or other transport; and, (J) drivers shall receive safety and emergency instructions and information which shall be kept in their vehicle, including health and emergency information for each student riding in his/her vehicle.

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

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

#### 6.11.1. Definition of High Risk Activities

- 6.11.1.1. Because of concerns about the risk to student safety, the after school program coordinator shall not permit the following activities on campus or during AGENCY sponsored after school or summer program trips, events and activities unless the activity is properly supervised, students wear protective gear as appropriate, and each participant has insurance coverage:
- Amusement Parks
- Interscholastic Athletic Activities
- Bicycle riding
- Circus Arts
- Hiking (Moderate to rigorous terrain or length) vs. short nature "walks"
- Hang gliding
- Horseback riding
- Ice Skating
- In-line or Roller Skating
- Rock climbing, climbing walls
- Skateboarding or use of non-motorized scooters
- Snow sports of any kind
- Trampoline; Jumpers
- Motorcycling
- Rodeo
- Target Shooting
- Water Activities including but not limited to: swimming, snorkeling, scuba diving, sailing, boating, kayaking, river rafting, water slides, water skiing etc.
- Outdoor active, experiential programs (Ropes course, pulley, etc.)
- · Other activities determined by the school principal to have a high risk to student safety
- 6.11.1.2. The cost of insurance coverage for such activities shall be borne by the student and/or AGENCY.
- 6.11.1.3. Students who operate or ride as a passenger on a bicycle, non-motorized scooter or skateboard upon a street, bikeway or any other public bicycle path or trail shall wear a properly fitted and fastened bicycle helmet that meets the standards of law. Students also shall be required to wear such helmets while wearing in-line or roller skates.
- 6.11.2. Department of Justice and FBI fingerprinting and fingerprint clearance must be obtained for all non-District employee chaperones. Chaperones who continue beyond one school year will

- need to get fingerprint clearance once every three years from the time they begin chaperoning on after school program trips. Chaperones shall act in accordance with district policies, regulations and school rules. A person who is required to register as a sex offender pursuant to Penal Code 290 shall not serve as a chaperone on any field trip.
- 6.11.3. No chaperone shall be assigned to provide supervision or instruction of students unless he/she has submitted evidence of an examination within the past 60 days to determine that he/she is free of active tuberculosis. Chaperones whose skin test negative shall thereafter be required to take tuberculosis test every four years or sooner if deemed necessary by AGENCY.
- 6.11.4. Letter must be sent to parent(s)/guardian(s) and a meeting must be held for staff, chaperones, parent(s)/guardian(s) and students in advance of trip to discuss trip and safety related procedures, itinerary and questions.
- 6.11.5. Sleeping arrangements and night supervision are safe and appropriate.
- 6.11.6. **Vendor Proof of Insurance**: After School Program Coordinator and/or Summer Program Coordinator has obtained proof of insurance from all private vendors including:
  - Facility
  - Program

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

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

#### 6.12.3. Swimming Activities

- 6.12.3.1. Parents/guardians must provide written permission for the student to swim and must indicate the student's swimming ability. Students whose parents do not give permission for their child to swim shall be identified in advance of trip and a tracking system designed to ensure they do not enter pool or swim area.
- 6.12.3.2. Swimming facilities, including backyard pools, must be inspected by the AGENCY Executive Director and after school program staff before the trip is scheduled.
- 6.12.3.3. Owners of private pools must provide a certificate of insurance, designating OUSD and AGENCY as an additional insured, for not less than \$2,000,000 in liability coverage.
- 6.12.3.4. Lifeguards must be designated for all swimming activities. If lifeguards are not provided by the pool owner or operator, the AGENCY Executive Director shall ensure their presence. The AGENCY Executive Director shall ensure that lifeguards are Red Cross certified or equivalent and must be at least 21 years old. A swim test must be administered before any student is permitted in the deep end of the pool or swim area. A tracking system shall be designed in advance of trip to identify those students who have and have not passed the swim test.
- 6.12.3.5. The ratio of adult chaperones to students shall be at least one to ten. In grades 4-6, this ratio shall be at least one to eight. In grades K-3, this ratio shall be at least one to four.
- 6.12.3.6. Specific supervisory responsibilities shall be determined in advance to accommodate the varying swimming abilities of students. These responsibilities shall be clarified in writing and reviewed verbally before the trip.

- 6.12.3.7. Emergency procedures shall be included with written instructions to adult chaperones and staff.
- 6.12.3.8. Staff and chaperones assigned to supervise students must wear swim suits and know how to swim and be at each side of the pool or swim area actively monitoring students at all times.
- 6.12.3.9. The After School Program Coordinator and/or Summer Program Coordinator may require students to wear flotation devices, depending upon their age and swimming ability.
- 6.12.3.10. A buddy-system or other means of surveillance shall be arranged in advance and strictly enforced during swimming activities.
- 6.13. Additional Requirements for trips to East Bay Regional Park District Bodies of Water (swimming pools, lagoons, shoreline parks and lakes) and Related Facilities
  - 6.13.1. At least 2 weeks prior to trip date, all persons attending trip, including, but not limited to, each and every student, teacher, instructor, chaperone, supervisor, parent, administrator, volunteer, or aide (hereinafter "participant") will provide to the School District Office of the General Counsel an original, properly completed, signed and dated East Bay Regional Park District Waiver (Exhibit E), executed by either the participant if he or she is 18 years of age or older, or the participant's parent or legal guardian if the participant is under 18 years of age
  - 6.13.2. Should AGENCY fail to provide an original, properly completed, signed and dated East Bay Regional Park District Waiver for each trip participant as defined in Section 6.13.1 above, AGENCY agrees to hold harmless, defend and indemnify OUSD, its officers, employees, volunteers and agents from all claims and actions resulting therefrom.
- 7. Financial Records. AGENCY agrees and understands that OUSD is responsible for fiduciary and programmatic oversight for the expenditure of the ASESP and 21st CCLC grant funds contracted to AGENCY by OUSD for fiscal year 2012-2013. AGENCY will function as a sub recipient of funding and as such will follow all required fiscal guidelines and meet outlined standards as referenced in applicable Federal and State sub recipient guidelines. AGENCY will ensure that all contracted funds of this MOU are expended as per grant guidelines.
  - 7.1. Accounting Records. AGENCY will maintain its accounting records based upon the principles of fund accounting.
  - 7.2. **Disputes.** AGENCY shall make all records related to ASESP, 21ST CCLC available to OUSD for review. OUSD and AGENCY shall meet and confer regarding any disputes as to the amount of actual expenses before taking any action to collect funds.

#### 8. Invoicing

- 8.1. Billing Structure. AGENCY shall only invoice for actual expenditures incurred. Supporting documentation must be presented along with monthly invoices upon request. Billing details must be provided upon request to OUSD to ensure compliance with related sub recipient and grant guidelines.
- 8.2. **Unallowable Expenses.** AGENCY may not purchase computers or capital equipment using ASES, 21<sup>st</sup> Century Core Grant, 21<sup>st</sup> Century Direct Access, or 21<sup>st</sup> Century Family Literacy funds.
- 8.3. Invoice Requirements. AGENCY will submit invoices with evidence of the following staff qualifications for each AGENCY employee and AGENCY agent, including employees of subcontracting agencies and volunteers: TB Clearance, current CA Department of Justice and FBI fingerprint clearance, and Instructional Aide requirement. AGENCY will utilize the required OUSD invoicing and staff qualifications form (Exhibit F) for regular invoice submission.

- 8.4. Submission of Invoices. AGENCY must submit invoices to OUSD on a timely and regular basis for services rendered. OUSD will not accept invoices submitted more than thirty days beyond the end of each fiscal quarter. No invoices will be accepted more than 30 days past the end of June 30 of the contractual fiscal year. AGENCY must also submit invoices according to specific invoicing deadlines as outlined by OUSD to ensure timely processing. (Exhibit G)
- 8.5. Submission of Invoices for ASESP and 21st Century Grants. For services rendered related to the ASESP and 21st CCLC grants, OUSD shall pay AGENCY, on a monthly basis, for appropriately documented expenses related to the ASESP and 21ST CCLC grants, with a cumulative total for 2012-13 not to exceed \$119,061.00 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 21<sup>st</sup> CCLC programs for a minimum of five years. All documents created by AGENCY pursuant to this MOU, including but not limited to reports, designs, schedules, registration packets, early release waivers, and other materials prepared, or in the process of being prepared, for the services to be performed by AGENCY, are and shall be at the time of creation and thereafter the property of OUSD, with all intellectual property rights therein vested in OUSD at the time of creation. OUSD shall be entitled to access to and copies of these materials during the progress of the work. Any such materials in the hands of AGENCY or in the hands of any subcontractor upon completion or termination of the work shall be immediately delivered to OUSD. If any materials are lost, damaged or destroyed before final delivery to OUSD, AGENCY shall replace them at its own expense and AGENCY hereby assumes all risks of loss, damage or destruction of or to such materials. AGENCY may retain a copy of all materials produced under this MOU for its use in its general business activities.

#### 10. Changes

- 10.1. Agency Changes. AGENCY may, at any time, by written order, make changes consistent with Section 5 Scope of Work of this MOU. If such changes cause an increase or decrease in the budgeted cost of or the time required for performance of the agreed upon work, an equitable adjustment as mutually agreed shall be made in the limit on compensation as set forth in Section 4 or in the time of required performance as set forth in Section 5.4, or both. In the event that AGENCY encounters any unanticipated conditions or contingencies that may affect the scope of work or services and result in an adjustment in the amount of compensation specified herein, AGENCY shall so advise OUSD immediately upon notice of such condition or contingency. The written notice shall explain the circumstances giving rise to the unforeseen condition or contingency and shall set forth the proposed adjustment in compensation. Such notice shall be given to OUSD prior to the time that AGENCY performs work or services related to the proposed adjustment in compensation. Any and all pertinent changes shall be expressed in a written amendment to this MOU and signed by OUSD prior to AGENCY's implementation of such changes.
- 10.2. Changing Legislation. AGENCY understands that changes in Federal, or state legislation or District policy may impact funding levels, grant requirements, and responsibilities of AGENCY during an academic school year. This MOU may be amended during the 2012-13 fiscal year to reflect additional changes resulting from such legislation.

#### 11. Conduct of Consultant

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

- 11.2. Staff Requirements. AGENCY will adhere to the following staff requirements for each AGENCY "agent", including employees, staff of subcontracting agencies, and volunteers. AGENCY will provide OUSD with evidence of staff qualifications, consistent with invoicing requirements outlined in Section 8.3 which include:
  - 11.2.1. **Tuberculosis Screening.** Current documentation of negative TB Test (PPD) on file for each AGENCY agent working with students.
  - 11.2.2. Fingerprinting of Agents. Current California Department of Justice (CDOJ) fingerprint clearance and FBI fingerprint clearance for each AGENCY agent working with students. AGENCY shall not permit its agents to come into contact with students until CDOJ and FBI clearance is ascertained, and AGENCY shall certify in writing to OUSD that none of its agents who may come into contact with pupils have been convicted of a violent or a serious felony. AGENCY shall further certify that it or its subcontracting agencies have received and reviewed fingerprint results for each of its agents, and Agency or its subcontracting agencies shall request and review subsequent arrest records for all agents who may come into contact with OUSD pupils in providing services to the District under this Agreement.
  - 11.2.3. Minimum Qualifications. AGENCY staff and agents who directly supervise students and are included in the 1:20 staff to student ratio must meet the following minimum qualifications for an instructional aide: a high school diploma or its equivalency and one of the following: (a) an AA degree; or completion of 48 semester units in college; or (b) successful completion of the Instructional Assistant exam, administered by the Alameda County Office of Education.
- 11.3. Removal of Staff. In the event that OUSD, in its sole discretion, at any time during the term of this MOU, desires the removal of any AGENCY related persons, employee, representative or agent from OUSD school site and/or property, AGENCY shall immediately upon receiving notice from OUSD of such desire, cause the removal of such person or persons. Prior to the removal or change of any AGENCY staff member who is a regular part of the after school program, AGENCY shall inform the Site Administrator with as much notice as possible, and will work with the Site Administrator to ensure a smooth transition in staffing.
- 11.4. Conflict of Interest. AGENCY shall abide by and be subject to all applicable OUSD policies, regulations, statutes or other laws regarding conflict of interest. AGENCY shall not hire any officer or employee of OUSD to perform any service by this Agreement. AGENCY affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between AGENCY's family, business or financial interest and the services provided under this MOU, and in the event of change in either private interest or services under this MOU, any question regarding possible conflict of interest which may arise as a result of such change will be brought to OUSD's attention in writing.
- 11.5. **Drug-Free / Smoke Free Policy.** AGENCY understands that OUSD does not permit drugs, alcohol, and/or smoking at any time in any buildings and/or grounds on OUSD property. AGENCY agrees to adhere to this policy for its students, staff, visitors, employees and or subcontractors.
- 11.6. Anti-Discrimination. Consistent with the policy of OUSD in connection with all work performed under Contracts, AGENCY shall not engage in unlawful discrimination in employment on the basis of actual or perceived race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex or sexual orientation. AGENCY agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and OUSD policy. In addition, AGENCY agrees to require like compliance by all its subcontractor(s).
- 12. Indemnification. AGENCY shall indemnify, hold harmless and defend OUSD and each of its officers, officials, employees, volunteers and agents from any loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at

any time and property damage) incurred by OUSD, AGENCY or any other person and from any claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of performance of this MOU. AGENCY's obligations under the preceding sentence shall apply jointly and severally regardless of whether OUSD or any of its officers, officials, employees, volunteers or agents are actively or passively negligent, but shall not apply to any loss of liability, fines, penalties, forfeitures, costs or damages caused solely by the active negligence or by the willful misconduct of OUSD. If AGENCY should subcontract all or any portion of the work or activities to be performed under this MOU, AGENCY shall require each subcontractor to indemnify, hold harmless and defend OUSD, its officers, officials, employees, volunteers or agents in accordance with the terms of the proceeding paragraph.

- 13. Insurance. Throughout the life of the MOU, AGENCY shall pay for and maintain in full force and effect with an insurance company(s) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A/VII" in Best Insurance Rating Guide, the following policies of insurance:
  - 13.1. Commercial General Liability insurance which shall include contractual, products and completed operations, corporal punishment and sexual misconduct and harassment coverage, and bodily injury and property damage liability insurance with combined single limits of not less than \$1,000,000 per occurrence.
  - . 13.2. Worker's Compensation insurance, as required by the California Labor Code, with not less than the statutory limits.
  - 13.3. **Property and Fire** insurance shall provide to protect: Real Property, against risk of direct loss, commonly known as Special Form and Fire Legal Liability, to protect against liability for portions of premises leased or rented; Business Personal Property, to protect on a Broad Form, named peril bases, for all furniture, equipment and supplies of AGENCY. If any OUSD property is leased, rented or borrowed, it shall also be insured the same as real property.

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

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

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

OAKLAND UNIFIED SCHOOL DISTRICT	AGENCY
Jody Jula 8212	Agency Director Signature 7/11/12  Date
President, Board of Education Date	Agency Director Signature
Superintendent Catestines, Salar	Print Name, Title
Secretary	Attachments:
Board of Edycation	Exhibit A. Attendance Reporting Schedule
Cutio Sanky	Exhibit B. Planning Tool/Comprehensive After
Associate Superintendent Date	School Program Budget
Family, School, and Community Partnerships Dept.	<ul> <li>Exhibit C. Enrollment Packet, including Early</li> </ul>
1 1 1 2/12	Release Waiver
Jan Pasarm +/17/16	<ul> <li>Exhibit D. List of Anticipated Field Trips, Off Site</li> </ul>
Principal Date	Events and Off Site Activities
1	<ul> <li>Exhibit E. Waiver for use of East Bay Regional Park</li> </ul>
14/1/2	District Bodies of Water (Swimming Pools, Lagoons, Shoreline Parks and Lakes) and Related Facilities
Regional Executive Officer Date	Exhibit F. Invoicing and Staff Qualifications Form
Regional Executive officer	
MOU template approved by Legal May, 2012	Exhibit G. Fiscal Procedures and Policies  Fighthia II. Continuous of Insurance
1000 template approved by Logal May, 2012	Exhibit H. Certificates of Insurance      Constitutions
	<ul> <li>Exhibit I. Statement of Qualifications</li> </ul>

File ID Number: 12-2102Introduction Date: 8-1-12Enactment Number: 12-2161Enactment Date: 8-1-12By:

### 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, 2012	August 6, 2012		
August 1 - August 30, 2012	September 4, 2012		
September 1-30, 2012	October 1, 2012		
October 1-30, 2012	November 5, 2012		
November 1-30, 20112	December 3, 2012		
December 1-31, 2012	January 7, 2013		
January 1-31, 2013	February 4, 2013		
February 1-28, 2013	March 4, 2013		
March 1-31, 2013	April 2, 2013		
April 1-30, 2013	May 6, 2013		
May 1-31, 2013	June 3, 2013		
June 1-30, 2013	July 1, 2013		

#### Exhibit B

## ASES AND 21<sup>ST</sup> CCLC AFTER SCHOOL PROGRAM PLAN AND AFTER SCHOOL BUDGET PLANNING SPREADSHEET

(Template distributed separately)

# **INSERT HERE**

#### **OUSD After School Programs** ol Education and Safety (ASES) and 21<sup>st</sup> Century Community Learning Center (21<sup>st</sup> CCLC) Grants

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

ite Information

Pusan

ver Middle School	Date: 4/4/12

Lead Agency Signature:

linator Name (if known at this time): Dannielle Schapiro-Sakashita

nool Alignment with Community School Strategic Site Plan (CSSSP)

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

and Literacy Across the Curriculum

gy, Engineering, and Mathematics (STEM)

thways Pre-K to 12

d Workforce

nts through Targeted Approaches

Time

:luding Meaningful Student Engagement)

c Absence (Attendance)

and Leadership

t Engagement

nal Practices

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

**port** Students who participate in the ASP will receive 165 hours of academic instruction which is .5 school days. The ASP will track and monitor the academic progress of enrolled students. d to monitor the effectiveness and continuously improve programming.

**ement** The ASP will proved innovative and engaging enrichment activities that will support the I, and emotional development of program participants.

I Climate The ASP will create a space for students to develop caring, supportive relationships is, their peers, and to their community.

efforts	Strategic Activities:  What after school strategic activities will support the	Outcomes of Strategic Activities: What short-term outcomes	Data used to assess the strategic activities:
	desired outcomes?	will you expect from your efforts by the end of the school year?	What data will be collected to measure these outcomes?
ion: How illdren are chool?	The after school program at Edna Brewer led by Safe Passages, will include an academic component every day throughout the school year. The academic component will run for approximately 60 minutes each day providing students with academic support that is equivalent to 27.5 additional school days. The following activities will prepare students for the successful	85% of program     participants will     demonstrate an increase     in understanding of core     content subjects,     measured through     increase in GPA, mastery     of grade level     benchmarks, and CST     scores.	The following data will be collected to measure the outcomes of the strategic activities, student GPA, fall and spring benchmark data CST scores, and survey results.

transition to high school and will foster a love of learning that will support their college and career goals beyond high school.

- Academic skill building activities that reinforce grade level Math & ELA content standards introduced during the traditional school day. Students will be grouped by grade level these activities will be staffed at 1/18 adult student ratio.
- Students with below a 2.5 GPA and students who score below or far below basic on the CST will receive additional instruction in core content areas. Students will be grouped by grade level these activities will be staffed at 1/5 adult student ratio.
- ELL students will work with an academic mentor to develop English Language skills.
   Students will be grouped by grade level these activities will be staffed at 1/10 adult student ratio.
- Family engagement activities include, parent workshops, adult education opportunities, family nights, student

- 85% of program
   participants will
   demonstrate increased
   school engagement as
   measured by student,
   parent, and teacher yearend surveys.
- 85 % of program participants classified as English Language Learners will demonstrate an increase/improvement in vocabulary development and reading comprehension which is a common indicator linked to successful completion of the CAHSEE required for high school graduation.
- 85 % of families will report in year-end surveys that they have increased understanding of how to support their child's learning and progress toward high school graduation.
- 85% of Teacher and Principal year-end survey results will indicate that the after school program supports school goals and student achievement.

	<ul> <li>showcases, and performances.</li> <li>Monthly collaborative meetings between lead agency and school leadership to co-develop after school programming that is aligned with the regular school day program and supports school goals for student achievement.</li> <li>Regular monitoring of academic performance of program participants by Site Coordinator and Academic Liaison; development of targeted academic support activities to support student skill-building.</li> <li>Engaging project-based learning and skill building activities such as music and video production, drama/performing arts, STEM activities, and</li> </ul>		
ny more tending	student leadership.  Ongoing monitoring of school day attendance data for all after school participants. Ongoing with parent/guardians regarding regular absences.  Mentoring to students regarding the importance of attending school daily.	<ul> <li>Program participants will demonstrate increased school engagement as measured by student, parent, and teacher yearend surveys.</li> <li>The after school coordinator will participate in SARB, SART, and SST meetings for program participants.</li> </ul>	School day and after school program attendance reports will be collected and reviewed to monitor satisfactory school day attendance outcomes.

	Monthly attendance achievement awards and incentives to after school participants who attend school 95% or more.		
tiness: nts have and/or	<ul> <li>Program participants will have the opportunity to plan and facilitate leadership activities and positive school climate activities. Leadership students will receive a student stipend.</li> <li>Program participants will have the opportunity to participate in skill-building enrichment activities that will foster habits of career readiness, including public speaking, punctuality, teamwork, and goal setting.</li> <li>Career preparation through technology skill building and instruction.</li> </ul>	Program participants will receive information regarding career opportunities related to the activities they participate in as well as information regarding the educational pathways/qualifications related to those careers.	Program attendance and participant survey data will be used to measure these outcomes.
g: How ildren e, the ed?	One of the key elements of the Safe Passages Middle School Strategy is the institutionalization of a Coordination of Services Team (COST) that meets weekly to discuss student referrals and allocate appropriate school and community based services including behavior health, physical health, and dental health. The team consists of the Site Coordinator, who convenes	<ul> <li>After school site         coordinator will         participate in the weekly         site based COST         meetings.</li> <li>Participating students and         their families will receive         information on site based         and community based         health services.</li> </ul>	

the COST, a licensed mental health therapist, a clinical case manager, a site administrator, the After School Coordinator, Academic Liaison and teachers. A Safe Passages School Linked Services Senior Policy Associate provides on-going technical assistance and training to support the COST process. The COST process has been implemented at the Edna Brewer Campus for the past 8 years.

#### Model and Lead Agency Selection

rill operate the following program model:

y: additional class periods added to the bell schedule during after school hours for students of a l students of the school

nbination of some extended day and some traditional after school programming

nale for Selection of Lead Agency

d Lead Agency partner will support the school's plans for Full Service Community School development. ng program, site is considered to be the Lead Agency. In this case, describe how the hired After School port school plans for FSCS development.)

nistory in Oakland of developing, implementing and evaluating effective best practices prevention and intervention outh. Now in its 13<sup>th</sup> year, Safe Passages is an unprecedented partnership of city government, the County of hilanthropy, and a variety of community-based organizations **committed to advocating for and targeting populations**. The current strategies/initiatives include a Middle School Strategy, which is implemented across 11 and, including the Edna Brewer campus.

strategy, Safe Passages has designed, managed and provided technical assistance to school sites, including Edna Linked Services Middle School Strategy for over a decade. In addition, Safe Passages has managed funding from eraged millions of dollars in resources from its public systems partners to support the target school sites.

School Strategy developed in collaboration with principals, families, public agencies and community based and supportive school environments and reduce the number of suspensions, particularly suspensions due to idea a violence prevention curriculum, school-based mental health counseling, suspension alternatives, case vement, and after school programs. Participating schools experienced a 72% decrease in suspensions due to its and families at the targeted middle schools are currently served.

# ANCE, PROGRAM DATES, AND PROGRAM SCHEDULE

pliance and meet minimum funding requirements, the after school program must commence immediately e regular day and operate at least until 6pm on every regular school day for elementary and middle

required to operate a minimum of 15 hours per week.

Days your program will operate during School Year 2012-2013:	180 days required*
ance during School Year 2012-2013:	120

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

; to close for a maximum of 3 of these days during the school year for professional development.

ffer a range of academic supports including:
2) Skill-Building 3) Homework Support 4) Tutoring
nay include computer lab, library exploration, project-based learning, coordination with SES tutoring.

d be aligned with school goals and support specific student achievement needs defined by the school. d on sound instructional strategies aligned with the regular school day program.

nic Support one)	CSSSP goal(s) or school need supported by activity	Measurable Outcomes	Description of program/activity	Instructional Strategies
ework Support ring Building lemic Intervntn	This activity supports academic achievement through skill building activities that reinforce concepts introduced during the school day	Increase in homework completion	Support with assigned homework and skill building activities that reinforce grade level Math & ELA content standards	Students will be grouped by grade level.  1/18 adult student ratio
ework Support ring Building lemic Intervntn	This activity supports academic achievement through skill building activities	Increase in student understanding of core content subjects, GPA, and CST scores	Students will receive instruction in core content areas	Students will be grouped by grade level.  1/18 adult student ratio
ework Support ring Building lemic Intervntn	This activity supports Academic Achievement through individualized support	Increase in student understanding, GPA, CST scores, and academic confidence	Skill building activities that reinforce grade level Math & ELA content standards	Students will be grouped by grade level.  1/18 adult student ratio
ework Support ring Building Jemic tn	This activity supports Academic Achievement	Increase in student understanding, GPA, CST scores, and academic confidence	Students with below a 2.5 GPA and students who score below or far below basic on the CST will receive additional instruction in core	Students will be Grouped by grade level and content area focus  1/5 adult student ratio

			content areas (1:5 ratio)	
ework Support ring Building Jemic Intervntn	This activity supports Academic Achievement	Increase in vocabulary development	ELL students will work with the ELL school day teacher and at least one academic mentor to develop English Language skills	1/10 adult student ratio

### MENT & PHYSICAL ACTIVITY / RECREATION

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

	CSSSP goal(s) or school need supported by activity	Brief Description	Targeted Skills	Measurable Outcome
lentified entified entified ecify)	Students will be exposed to a variety of enrichment activities that will give the opportunity to creatively express themselves	Students will have the opportunity to participate in visual arts programming	☐ Conflict Resolution  x Social Skills  ☐ Leadership  ☐ Academic (specify)  ☐ Health/Fitness  x Other (specify)	Increased exposure to visual arts programming
lentified entified entified ecify)	This activity will support the health and wellness of students as well as the development of pro social skills	Students will have the opportunity to participate in non- competitive sports, seasonal team sports, and tournaments	x Conflict Resolution x Social Skills ☐ Leadership ☐ Academic (specify) x Health/Fitness ☐ Other (specify)	Students will engage in at least 45 minutes of physical activity
lentified entified entified ecify)	This activity will support the health and wellness of students as well as the development of pro social skills	Students will have the opportunity to participate non competitive physical activity	☐ Conflict Resolution  x Social Skills ☐ Leadership ☐ Academic (specify)  x Health/Fitness ☐ Other (specify)	Students will engage in at least 45 minutes of physical activity
lentified entified	This activity will support the health and wellness	Students will have the opportunity to	x Conflict Resolution x Social Skills	Students will engage in at least

ntified ecify)	of students as well as the development of pro social skills	participate in non- competitive sports, seasonal team sports & tournaments	☐ Leadership☐ Academic (specify)  x Health/Fitness☐ Other (specify)	45 minutes of physical activity
dentified entified entified ecify)	Students will be exposed to a variety of enrichment activities that will give the opportunity to creatively express themselves	Students will have the opportunity to participate in performing art activities	☐ Conflict Resolution  x Social Skills ☐ Leadership  x Academic (specify) ☐ Health/Fitness  X Other (specify)	Students will participate in performing arts activities and participate in a culminating performance
lentified entified entified ecify)	Create targeted lesson plans with daily vocabulary connected to the subject. Include the importance of exercise.	Students will have the opportunity to participate in Bike Club and will learn bike safety, mechanics, and repair	☐ Conflict Resolution x Social Skills ☐ Leadership ☐ Academic (specify) x Health/Fitness x Other (specify)	Increased ability to communicate what they have learned and the mechanics of how a bike operates
lentified entified entified ecify)	Support a positive school climate. Development of leadership skills amongst students	Students will have the opportunity to participate in leadership activities and positive school climate activities	x Conflict Resolution x Social Skills xLeadership ☐ Academic (specify) ☐ Health/Fitness ☐ Other (specify)	Increased ability to communicate, to organize events and lead meetings
lentified entified entified ecify)	This activity will support student engagement through hands on project based learning activities	Students will have the opportunity to participate in Technology based activities	☐ Conflict Resolution x Social Skills ☐ Leadership x Academic (specify) ☐ Health/Fitness X Other	Students will have a better understanding of technology skills
dentified entified entified ecify)	This activity will support student engagement through hands on project based learning activities	Students will have the opportunity to participate in a hands on robotics program	☐ Conflict Resolution ☐ Social Skills ☐ Leadership x Academic (specify) ☐ Health/Fitness ☐ Other (specify)	Students will have the develop and be able to articulate their understanding of robotics activities
lentified entified entified ecify)	This activity will support the health and wellness of students as well as the development of pro social skills	Students will have the opportunity to participate in dance/performing arts activities students about the	☐ Conflict Resolution  x Social Skills  ☐ Leadership  ☐ Academic (specify)  x Health/Fitness  x Other (specify)	Students will engage in at least 45 minutes of physical activity Increased ability to communicate what

	origins of different dance forms.	they have learned. Greater flexibility and increased rhythm
--	-----------------------------------	---

#### ENGAGEMENT / FAMILY LITERACY

excellent context to foster parent involvement, connect families to the larger school community, and on related to the after school and regular school day programs. After school family engagement efforts hool day efforts, and support school goals for family involvement. A variety of activities may be offered, ops, family celebrations, parent-and-child-together activities, parent leadership and volunteer

ed component of all 21<sup>st</sup> Century after school programs. Family literacy services support the educational bers, connect them to resources and services, and increase their ability to support their student's

SP goal(s) or school supported by	Brief Description	Measurable Outcome	Alignment with school day family engagement / family literacy efforts or resources
ly Engagement Positive School ate	Orientation to the after school program, the staff, and daily procedures	Community Building	This activity will align with the traditional school day by connecting families to the larger school community.
ly Engagement Positive School ate	The family game night is an opportunity for students, their families and staff to socialize and build community	Community Building	This activity will align with the traditional school day by connecting families to the larger school community.
ly Engagement Positive School ate	Students will showcase what they learned in ASP activities	Attendance at the event	This activity will align with the traditional school day by connecting families to the larger school community.
ly Engagement Positive School ate	Acknowledge students weekly and or monthly for their achievements	Build a positive school climate	This activity will align with the traditional school day by connecting families to the larger school community.

#### Absence Action Plan

Indance for all students and reducing chronic absenteeism is one of the key OUSD strategic goals. The lents will attend school at least 95% of the required school days or more, thereby achieving satisfactory o attend school 90% or less of required days are considered chronically absent. Students whose ey zone" between 90% - 95% are considered at risk of chronic absenteeism.

school day, after school programs can play an important role in supporting student attendance by doing od attendance, informing parents about the importance of attendance, uncovering what challenges ng that cause them to miss school, regularly monitoring student attendance data, contacting families to was missed at school, etc., in addition to providing meaningful after school learning experiences that help nd coming.

ategies that after school programs can implement in partnership with the school day, in order to promote support students and families who are struggling with attendance. Select at least two of the following ntify specific action steps that your program will implement for each strategy.

Action Steps
The after school coordinator will participate in the weekly Coordination of Services Team Meeting (COST). One of the key strategies to address the needs of students who are referred to COST for attendance issues is to refer them to the ASP as tool for engaging students in their school community, academic goals, and for developing positive relationships with their peers and caring adults.
Ongoing monitoring of school day attendance data for all after school participants; parent communication regarding regular absences.
Ongoing monitoring of program attendance data for all after school participants and ongoing parent/family communication regarding regular absences.
Monthly attendance achievement awards and incentives to after school participants who attend school 95% or more.

#### nation with Other Service Providers munity School model, the school becomes a hub of services where various types of service er, work together, and coordinate their efforts to meet the holistic needs of students and families. x COST team (Coordination of Services Team) oordinator or Director will actively x SST (Student Study Team) he following school group(s), in SSC (School Site Council) nent between after school and ☐ ELT (Educational Leadership Team) x PTA ☐ Attendance Team/Workgroup CSSSP (Community School Strategic Site Planning) team x School Culture/Climate Committee □ Other (specify) The After School Program will actively collaborate with the school site tners whom you will actively leadership team, teachers, students, parents, OUSD central office emplish the goals of your program. staff, and the Oakland Fund for Children and Youth. The After School Program will actively collaborate with the principals, roviders and support personnel at teachers and members of COST which consists of the Site psychologist, School Based Health Coordinator, who convenes the COST, a licensed mental health , mental health therapist, school therapist, a clinical case manager, a site administrator, the After tc.) whom you will actively School Coordinator, Academic Liaison and teachers to accomplish the emplish the goals of your program. goals of the program.

### 2012-13 After School Enrollment Policy for Edna Brewer Middle School

strict-wide guidelines for Target Population and Enrollment in ASES and 21<sup>st</sup> Century After School guidelines, each school will create a site-specific After School Enrollment Policy that will be made public to ough the following methods:

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

will be discussed at after school parent orientation/meetings.

will be shared with school faculty.

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

on(s)	Specific Data to Inform Selection of Program Participants	(High School Only) Indicate if participation is Optional or Mandatory for each target population
ers	CELDT	
or FBB the	CEST Scores	
elow a 2.5 ous marking	Student data in Aeries	

for programming:	6-8
------------------	-----

chool programs are heterogeneous and include several target populations.

In utilize a first come-first serve process for enrolling students; sites should establish priorities for

nded to help close the achievement gap by serving a variety of students with academic and other needs. OUSD's strategic goal to reduce chronic absenteeism, programs should consider targeting students at risk eism, as determined by individual attendance rates between 90 – 95% during the current school year. collaborate with school site leadership to obtain student attendance data.) oll adequate numbers of students to meet CDE attendance targets.

<sup>&</sup>lt;sup>†</sup> CCLC grants require that programs are open to all students of the school, if space remains after outreach its. (For example, if program slots remain open after you have reached out to fill slots with target ive, then by law, you must accept a kindergarten family that desires program services, even if your program des 1-5.)

1 Timeline: (Summarize your enrollment timeline below. Describe how your school will identify and recruit ring 2012. Indicate how families will be notified of 2012-13 enrollment before the last day of school, June

After School Enrollment Steps/Process	Individual(s) responsible
11-12 participants will have the opportunity to reenroll.	After School Coordinator, after school staff, school site staff, and parents.
Outreach and enrollment of new students and rising 6 <sup>th</sup> graders during summer school, summer mailings, and orientation events.	After School Coordinator, after school staff, school site staff, and parents.
Mandatory Back to School registration.	After School Coordinator, after school staff, school site staff, and parents.

ide in your timeline:

ng enrollment for 2012-13 programs. Schools that are receiving students from School Closures must these new families in the Spring, so that they also have a fair chance to participate in the After at their new school.

otified of 2012-13 after school enrollment before the last day of school, June 15, 2012. Tams begin on 1<sup>st</sup> Day of school, with enrollment at a minimum 75% capacity.

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

m slots will be filled by September 30, 2012.

t maintain waitlists after program slots are filled.

few fusum

Lead Agency Signature:

# Assurances for Grant Compliance and After School Alignment with School Day

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

and Lead Agency Director/Site Coordinator have reviewed the CA Dept of and/or 21st Century Grant Assurances, and understand mandated grant its.  Ind Lead Agency Director have reviewed the Lead Agency After School MOU is to the requirements outlined in the MOU for the lead agency partner.  In will meet regularly with Site Coordinator to ensure program is meeting identified in the unit outcome data to better refine program (Attendance data, EduSoft, Report
to the requirements outlined in the MOU for the lead agency partner.  vill meet regularly with Site Coordinator to ensure program is meeting identified
ent outcome data to better refine program (Attendance data, EduSoft, Report
and lead agency rep/site coordinator have reviewed the Academic Liaison role II identify a certificated, qualified individual to serve as the program's Academic all responsibilities outlined in the role description.
Coordinator and appropriate after school staff to participate in school day ssional development opportunities, in order to ensure consistency in standards rning and positive school climate.
Coordinator to participate on SSC, COST, SST, and CSSSP team to ensure rices.
the use of facilities and site level resources in support of program goals.
e Coordinator with office space that includes access to internet and phone.
•

## After School Safety and Emergency Planning for 2012-13

## nd Emergency Planning

1 Emergency Plan that incorporates the After School Program?

ol plans to ensure student and staff safety should an incident of violence or other crisis/emergency hool campus during after school hours:

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

coordinator have reviewed the OUSD After School Emergency/Crisis 1st Level Response

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

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

#### one)

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

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

a: Jun Pusan

\_\_\_ Lead Agency Signature:

MIDDLE SCHOOLS 03.2012						
3rewer	Resource 60	ASES	OFCY	Program Fees (ii applicable)		Other Less Agency Fund
ints to be served delly (ADA)	% OUS		Grantee	Lead Agency		Lead Agenc
L GRANT AWARD	\$1	50,000	\$86,528	\$0	50	\$15,472
: INDIRECT, ADMIN, EVAL, PD, CUSTODIAL,						
Indirect (4.25%)	\$6,115			***************************************	***********	
ASPO admin, evaluation, and training/technical nee costs	\$9,41					
ial Staffing	\$4,93					
dial Supplies	\$672	2				
L SITE ALLOCATION		28,864				
ERSONNEL	31	20,004				
nic Liaison REQUIRED	\$4,000		***********	*************	\$0	
ated Teacher Extended Contracts 3 @ \$23.16 x		<b>*************************************</b>				
48 days	\$4,169	9			\$0	
adificated	86.00				\$0	
ertificated	\$8,169	***************************************	************	***************************************	\$0	***************************************
SONNEL						
ordinator (list here, if district employee)	\$0	**********		************	\$0	\$
r of Extended Learning	\$0		\$13,200		\$0	
		***************************************	***********	***************************************		**************************************
	\$0					
assified	\$(	\$0	\$13,200		\$0	\$0
ee Benefits for Additional Time (20% of total						
s paid as extended contracts or overtime)	\$1,634	D0000000000000000000000000000000000000				***************************************
ee Benefits for Salaried Employees (40%)	\$0	***************************************			***************************************	
gency benefits	*************	\$17,550 \$17,550	\$5,148		***************************************	
	\$1,634	\$17,000	\$5,148		\$0	\$(
PLIES s (OUSD only, except for Summer		***************************************				
mental)	\$0		\$2,430		\$0	\$0
lum (OUSD only)	\$0	************			\$0	\$0
rips & Special Events	\$0	TO T			\$0	\$0
ent (OUSD only)					\$0	\$0
poks and supplies	\$0	\$1,725	\$2,430		\$0	\$0
RVICES						
ordinator 10 month employee n Assistant \$25 Per Hour x 4 Hours Penday x		\$45,000				
s			\$18,500			

#### 2012-2013 Elementary/Middle School After School Program Budget

ic Mentors 5 @ \$25 Per Hour x 2 Hours Per I4 days			\$36,000				
ent Providers 5 @ \$25 Per Hour x 2 Hours Per i0 days			\$00,000	\$35,000			
ent Providers 3 @ \$25 Per Hour x 3 Hours Per days			\$2,250	\$00,000			
Specific Programmimg (Girls & Boys) \$25 Per P. Hours Per day x 144 days			\$7,200				
\$25 per hour x 3 hours per day x 30 days + program materials				\$3,150			
ng Stipends (Gils Basketball, Soccer, and				\$1,200			
ıb 2 12 week sessions			\$5,040				
rvices		\$0	\$95,490	\$57,850	\$0	\$0	\$0
ERVICES				UK-COLONIA.			
orps 3 members 2 hours per day x 144 days							\$9,072
sional Development & Training				***********			\$2,800
um	-2						\$3,600
e na sana e sana a l							
				-		-	
lue of in-kind direct services		***********		******************	\$0	\$0	\$15,472
ADMINISTRATIVE COSTS							
gency admin (4% max of total contracted \$)			\$4,296	\$7,900			\$0
Me DIRECT SERVICE		\$12,734	\$114,765	\$78,628	\$0	\$0	\$15,472
als Admin/Indirect		518,204	\$4,296	\$7,900	\$0	***************************************	\$0
na Administrator		\$ 12,254	4.112.0	4.1000			
adgeted per column		\$30,939	\$119,061	\$86,528	\$0	\$0	\$15,472
JDGETED	100	\$150,0	000	\$86,528	\$0	\$0	\$15,472
CE remaining to allocate		\$0		\$0			
GRANT AWARD/ALLOCATION TO SITE		\$150,0	000	\$86,528			\$15,472
JDGETED CE remaining to allocate	100	\$150,0 \$0	000	\$86,528 \$0		\$0	\$0
EMENT:							
		1					
int required for this grant:		50,000 12,500					
	ward 25% of this match requirement:						
ward 25% of this match requirement: amount required:		37,500					
		37,500 102,000					

for Budget Approval:

in farang

## OUSD Oakland SUCCESS

# After School Program Activity Schedule Worksheet School Site: Edna Brewer Middle School

У	Tueso	lay	Wednesday		Thurs	day	F	riday
Staff	Activity	Staff	Activity	Staff	Activity	Staff	Activity	Staff
assages	6 <sup>th</sup> grade Academic Support	Safe Passages	6 <sup>th</sup> grade Academic Support	Safe Passages	6" grade Academic Support	Safe Passages	Sports & Fitness	Safe Passages
Safe Passages	7 <sup>th</sup> grade Academic Support	Safe Passages	7 <sup>th</sup> grade Academic Support	Safe Passages	7 <sup>th</sup> grade Academic Support	Safe Passages	Cooking	Safe Passages
afe Passages	8 <sup>th</sup> grade Academic Support	Safe Passages	8 <sup>th</sup> grade Academic Support	Safe Passages	8 <sup>th</sup> grade Academic Support	Safe Passages	Brothers on the Rise	BOTR
Safe Passages AmeriCorps Program	Targeted Academic Support	Safe Passages AmeriCorps Program	Targeted Academic Support	Safe Passages AmeriCorps Program	Targeted Academic Support	Safe Passages AmeriCorps Program	Bike Club	Cycles of Change
Certificated Ceachers	Targeted Academic Support				Certificated Teachers	Targeted Academic Support	Visual Art	Safe Passages
All Staff	Snack	All Staff	Smck	All Staff	Snack	All Staff	Snack	All Staff
age age	Team Sports	Safe Passages	Sports & Fitness	Sufe Passages	Team Sports	Safe Passages	Sports & Fitness	Safe Passages
Safe Passages	Performing Arts Dance	Safe Passages	Performing Arts Drama	Safe Passages	Performing Arts Dance	Safe Passages	Cooking	Safe Passages
afe lassages	Visual Arts	Safe Passages	Visual Arts	Safe Passages	Visual Arts	Safe Passages	Brothers on the Rise	BOTR
afe 'assages	Leadership	Safe Passages	Technology	Safe Passages	Leadership	Safe Passages	Bike Club	Cycles of Change
Safe Passages	Martial Arts	Safe Passages	Sports & Fitness Girls	Safe Passages	Martial Arts	Safe Passages	Visual Art	Safe Passages
afe assages	Homework Club	Safe Passages	Homework Club	Safe Passages	Homework Club	Safe Passages	Homework Club	Safe Passages

## Exhibit C

# OAKLAND UNIFIED SCHOOL DISTRICT ASES AND 21<sup>ST</sup> CENTURY AFTER SCHOOL PROGRAMS

I give my child permission to Name of School:	<b>participate i</b> 210/Edna E	n the 2012-13 Brewer School		After	School Program
Student's Name  Parent/Guardian Name (Please print)		Grade Signature		Date of Birth	
					Today's Date
Home Address		City	Zip		
Home Phone		Work Phone		Cell Phone	
E	MERGENCY	CONTACT IN	FORMATI	ION	
In case of emergency please co	ontact:				
Name	Relations	ship		Phone: work/	home/cell
Does your child have health cov	verage?	Yes	5	No	
Name of Medical Insurance	Policy/ I	insurance#	Primo	ary Insured's N	ame
Medical History that may be of	fimportance	Me	dication	Student is takir	ng
List any Allergies	-	-		-	
Name of Child's Doctor		Telephone		_	
I authorize After School Progr may be necessary for my child				nergency medic	al treatment which
,,,,					

	RELEASE OF LIABILITY
that the Oakland Unified School D person or property as a result of p discharge the Oakland Unified Sc	ter school program and that participation is voluntary. I understand District is not responsible for loss, damage, illness, or injury to participation in the after school program. I hereby release and hool District and its officers, employees, agents, and volunteers illness, death, loss or damage as a result of after school program
Parent/Guardian Signature:	Date
ST	UDENT RELEASE/ PICK UP POLICY
school is out and will end by 6:0	nd that the After School Program will begin immediately after 100 p.m. Students will not be released to go home from the After ned out by the parent/guardian or one of the individuals listed below
✓ Parent/Guardian Signat	ture: Date
child to:	d up, I give After School Program staff permission to release my  Phone Numbers: Home/Work/Cell
Name/Relationship	
Name/Relationship	Phone Numbers: Home/Work/Cell
REMEMBER: Please pick up your picked up by 6:00 p.m., After Sch	child on time. The program ends by 6:00 p.m. If students are not nool Program staff are required by law to report to Child Protective Three instances of tardiness in picking up your child will result in
REMEMBER: Please pick up your picked up by 6:00 p.m., After Schor law enforcement. Please note: his/her dismissal from the programmer of t	child on time. The program ends by 6:00 p.m. If students are not nool Program staff are required by law to report to Child Protective Three instances of tardiness in picking up your child will result in am.  ALUATE PROGRAMS AND TRACK STUDENT PROGRESS
REMEMBER: Please pick up your picked up by 6:00 p.m., After Schor law enforcement. Please note: his/her dismissal from the progress of the progress of the progress of the After Schor tendence, and other support and academic instruction also give permission for After Schor tendence of the After Schor tendence	child on time. The program ends by 6:00 p.m. If students are not nool Program staff are required by law to report to Child Protective Three instances of tardiness in picking up your child will result in am.

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 childmaymay 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.

### 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 Progr	am at o'clock p.m.
(please check reason)	
□ I am concerned for my child's safety in returning home by hi	m/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 officers, employees, agents and volunteers from all claims for in that my child may suffer as a result of his/her early release from	ijury, illness, death, loss or damage
Parent/Guardian Signature:	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 School Program:	o pick up my child at the end of the After
<ul> <li>I give the After School Program staff permission to program without supervision.</li> </ul>	o release my child from the afterschool
As parent/guardian, I hereby release and discharge the officers, employees, agents, and volunteers from all class a result of the release of my child without supervisionable to pick up my child at the end of the After Scho	aims for injury, illness, death, loss or damage on if I arrive later than dismissal time or am
Parent/Guardian Signature:	Date

### Exhibit D

# SCHEDULE OF FIELD TRIPS, OFF SITE EVENTS AND OFF SITE ACTIVITIES FOR AFTER SCHOOL PROGRAM

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

Contact Information:

210/Edna Brewer School	Lead Agency Name	Safe Passages
	Email	
	Fax	
	Off Site Activities for	the After School
er - 1/28/13 to 6/13/13	to	
	Date(s)	Time(s)
, Motivition		
ature		Date
		Date
		Date
	luring:  - 8/27/12 to 1/25/13 ter - 1/28/13 to 6/13/13 tem (Specify dates:  Off Site Event, Activities  nature  r Signature	Trips, Off Site Events and Off Site Activities for luring:  - 8/27/12 to 1/25/13 ter - 1/28/13 to 6/13/13 ram (Specify dates:

#### 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, blindriess, 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 neoligence 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 perticipate 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 attorneya' 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, warrenting 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), apouse, heirs, personal representatives, assigns, and next of kin.

Participant's Nari	ne .	
	(with)	
Name of Custodi	iel Parent or Guardian (if Participant is under 16): (Print)	
Signature:	Date:	
		EERFO Weiver Borin Lise



# INVOICING AND STAFF QUALIFICATIONS FORM 2012-13

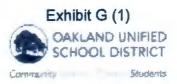
#### **Basic Directions**

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.

	Age	ncy Information	
Agency Name	Safe Passages	Agency's Contact Person	Josefina Alvarado-Mena
Billing Period		Contact Phone #	

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



#### PROCEDURE FOR INVOICING

# Oakland Unified School District Comprehensive After School Programs 2012-2013

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

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

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

Invoices due to our office by 5:00 pm on:	Accounts Payable checks to be mailed on:
August 10, 2012	August 26, 2012
September 9, 2012	September 23, 2012
October 10, 2012	October 24, 2012
November 10, 2012	November 25, 2012
December 9, 2012	December 23, 2012
January 10, 2013	January 23, 2013
February 10, 2013	February 24, 2013
March 9, 2013	March 23, 2013
April 10, 2013	April 23, 2013
May 10, 2013	May 25, 2013
June 11, 2013 for May invoices	June 25, 2013
June 15, 2013 for Final Billing	TBD

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



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

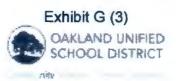
The following procedures are required in submitting fiscal forms for Paid Inservice/Extended Time for OUSD employees utilizing 21<sup>st</sup> Century and/or ASES funding:

#### Paying OUSD Certificated Employees (Teachers)

- Academic Liaisons should submit a Paid Inservice form and Extended Contract teachers should submit a "Request for Extended Contract" IN ADVANCE to approve all projected work to be completed, using appropriate Budget Org Key (Object Code usually -1120 or -1122)
- ◆ The FIRST submission of the Paid Inservice/Extended Contract paperwork must be accompanied by a timesheet in order to be processed by OUSD Payroll. No payment will be rendered until timesheets are submitted to our office.
- Have Employee sign Extended Contract & ALL Time Sheets
- Have Principal approve and sign Paid Inservice/Extended Contract & ALL Time Sheets
- Please be sure to submit ORIGINALS of all documents
- ◆ Please use only ONE SIDED Time Sheets
- ◆ Deliver to Oakland SUCCESS After School Programs Office All 21<sup>st</sup> Century and/or ASES Paid Inserivce/Extended Contracts and Time Sheets <u>must be submitted to the OUSD After School Programs</u> Office in order to be processed and paid. We are located at 495 Jones Avenue, in the Brookfield Annex
- Union Contract rate for teachers is \$23.16/hr.
- ♦ Union Contract rate for Academic Liaisons is \$30.12/hr.
- Once the Paid Inserivce form or Request for Extended Contract has been submitted and approved, only timesheets are required to be submitted for subsequent payments.

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

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



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

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

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

- ◆ Complete "Combined ET/OT/CT and Move-Up/Acting Time Report", using appropriate Budget Org Key
- ◆ Have Employee Sign Form
- Have Site Coordinator Sign Form
- Have Principal Approve and Sign Form
- ◆ All Custodial ET/OT forms must be submitted to Custodial Services at 900 High Street.
- ◆ All SSO ET/OT forms must be submitted to Mynette Theard in the SSO Office at 1011 Union St.
- Any other ET/OT forms for 21<sup>st</sup> Century and ASES classified staff must be delivered to Oakland SUCCESS After School Programs Office in order to be processed and paid. Please see payment schedule in chart below. Forms that are submitted after the due dates listed below will be paid on the following Payroll Issue Date. We are located at 495 Jones Avenue, in the Brookfield Annex.
- Rate varies depending on employee's hourly rate

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

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

# Exhibit I STATEMENT OF QUALIFICATIONS

# **INSERT HERE**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/30/2012

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

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

PRODUCER License # 052202	24	CONTACT NAME:				
chapman O Box 5455		PHONE (A/C, No, Ext): 1 (626) 405-8031 FAX (A/C, No): 1 (626)				
Pasadena, CA 91117-0455		E-MAIL ADDRESS:				
		INSURER(S) AFFORDING COV	ERAGE	NAIC #		
		INSURER A: Nonprofits' Insurance All	iance of California			
INSURED		INSURER B :				
Safe Passages 250 Frank Ogawa Plaza #6306 Oakland, CA 94612		INSURER C:				
	INSURER D :					
	INSURER E :					
		INSURER F :				
COVERAGES	CERTIFICATE NUMBER:	REVISION	ON 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.

NSR	TYPE OF INSURANCE	ADDL	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	S	
	GENERAL LIABILITY	11000					EACH OCCURRENCE	\$	1,000,000
A	X COMMERCIAL GENERAL LIABILITY	X 201221017NPO	2	01221017NPO	5/9/2012	5/9/2013	DAMAGE TO RENTED PREMISES (Ea occurrence)	s	500,000
	CLAIMS-MADE X OCCUR					MED EXP (Any one person)	\$	20,000	
		1 1					PERSONAL & ADV INJURY	\$	1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	S	3,000,000
			LIES PER:				PRODUCTS - COMP/OP AGG	\$	3,000,000
A	POLICY PRO- LOC							\$	
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000
Α	ANY AUTO	MOBILE LIABILITY NY AUTO 2	201221017NPO	5/9/2012	5/9/2013	BODILY INJURY (Per person)	\$		
A	ALL OWNED SCHEDULED						BODILY INJURY (Per accident)	\$	
	X HIRED AUTOS X AUTOS NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	\$	
	75100							\$	
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	\$	
	EXCESS LIAB CLAIMS-MADE		1				AGGREGATE	\$	
	DED RETENTIONS	1						5	
	WORKERS COMPENSATION						WC STATU- OTH- TORY LIMITS ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A					E.L. EACH ACCIDENT	\$	
	OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	\$	
	if yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$	
A	Professional Liab.		1	201221017NPO	5/9/2012	5/9/2013	Each Occ/Gen Agg		1,000,000

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

CERTIFICATE HOLDER CANCELLATION		SHOULD ANY OF THE ABOVE DESCRIBED BOLICIES RE CANC	ELLED REFORE
	CERTIFICATE HOLDER	CANCELLATION	

Oakland Unified School District Oakland and Success Office 495 Jones Street Oakland, CA 91603 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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### Exhibit H

## CERTIFICATES OF INSURANCE AND ADDITIONAL INSURED ENDORSEMENT

# **INSERT HERE**



Bringing together what works

250 Frank H. Ogawa Plaza, Suite 6306, Oakland, CA 94612 phone: 510.238.6368 fax: 510.238.2062 www.safepassages.org

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

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

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

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



**Excluded Parties List System** 

Search Results Excluded By Firm, Entity, or Vessel : Safe Passages as of 17-Jul-2012 8:26 PM EDT

Your search returned no results.



Agency Name

# MEMORANDUM OF UNDERSTANDING ROUTING FORM 2012-2013

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

- 1. Contractor and OUSD Administrator reach agreement about scope of work and compensation.
- 2. Contractor and OUSD Administrator agreed upon terms are reflected in the Memorandum of Understanding.
- 3. OUSD Administrator verifies contractor does not appear on the Excluded Parties List (https://www.epls.gov/epls/search.do)

Agency's

**Contact Person** 

Josefina Alvarado-Mena

4. OUSD contract originator creates the requisition on IFAS.

Safe Passages

5. Within 2 weeks of creating the requisition, the OUSD Administrator submits completed MOU packet to Legal for approval.

				Contact Ferson					
Street Address	250 Frank	H. Ogawa	Plaza. Suite 6306	Title Executive Director			r		
City	Oakland			Telephone		238-6368			
State	CA	Zip Co	de 94612	Email	jalvar	ado@oaklar	ndnet.com		
OUSD Vendor Nu	umber	1005510							
Attachments	■ Stateme ■ Program	nt of quality Planning	ability and workers' com fications Tool and Budget his vendor does not app			t. (www.epls.;	gov/epis/sear	rch.do)	
Anticipated Start	07/01/	2012	Date work will end	08/31/2013	Total Cont	ract Amount	\$119,06	1.00	
Resource #	Resource	Name	Org K	ey#	Object Code	Amount		Req. #	
6010	ASE	S	210155	3401	5825	\$119,061	.00 R03	00733	
					5825	\$			
					5825	\$			
					5825	\$			
Name of OUSD Co	ontact		Sam Pasarow	Email	S	am.Pasarov	v	gousd.k12.ca.	
Telephone			(510) 531-6600	Fax		(510)	531-6626		
Site/Dept. Name	210		Edna Brewer School	After School Pr Enrollment Gra				through 8th	
services were not pro	ovided before a f	O was issu	fully approved and a Purclued. rendor does not appear						
Please sign under the	e appropriate co	lumn.		Approved		Denied - Rea	son	Date	
Site Administrator				A				17/17/12	
2. Oakland After S	chool Program	s Office	Aug 7	na				7-15-	
3. Network or Exec	cutive Officer		1	MA 1	7			7/17/12	
4. Cabinet (CAO, (	CCO, CFO, CS	O, Asst S	up)	1/100				,	
5. Board of Educat	tion or Superin	tendent		UV					

**Procurement** 

**Date Received**