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Memo

To

Board of Education

From

Antwan Wilson, Superintendent

Board Meeting Date (To be completed by Procurement)

10/14/15

Subject

Memorandum of Understanding - Oakland Leaf (contractor) - 206/Bret Harte Middle School (site)

Action Requested

Approval of a Memorandum of Understanding (MOU) between District and Oakland Leaf, for services to be provided primarily to 206/Bret Harte Middle School.

Background

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

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

Discussion
One paragraph
summary of the
scope of work.

Approval by the Board of Education of a Memorandum of Understanding 2015-2016 between the District and Oakland Leaf, Oakland, CA, for the latter to serve as lead agency to provide program coordination, math intervention, homework support, student supervision and a variety of enrichment services for Bret Harte Middle School comprehensive After School for the period of July 1, 2015 through August 19, 2016, in the amount of \$213,149.00.

Recommendation

Approval by the Board of Education of a Memorandum of Understanding (MOU) between the District and Oakland Leaf for the latter to provide Arts, Recreation, Leadership and Family Literary activities in its capacity as a Comprehensive After School Program Lead Agency at Bret Harte Middle School for the period July 1, 2015 through August 19, 2016.

Fiscal Impact

Funding Resource: 6010/After School Education and Safety (ASES) Grant in the amount of \$126,072.00, 4124/21st Century Community Learning Centers (21st CCLC): \$56,965.00 for Core funding, \$12,889.00 Equitable Access funding, \$17,223.00 Family Literacy funding, for a total amount not to exceed \$213,149.00.

Attachments

- Memorandum of Understanding
- · Certificate of Insurance
- Program Plan and Budget
- Statement of qualifications



through

MEMORANDUM OF UNDERSTANDING **ROUTING FORM 2015-2016**

Basic Directions

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

Agency Information

- Contractor and OUSD Administrator reach agreement about scope of work and compensation. 1.
- 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.
- OUSD contract originator creates the requisition on IFAS.
- Within 2 weeks of creating the requisition, the OUSD Administrator submits completed MOU packet to Legal for approval.

Agency Name		Oakland	Leaf	Contact Perso	Odiak	a Gonzalez					
Street Address	7700 Edgev	vater Drive #818		Title	Execu	utive Director					
City	Oakland			Telephone	(510)	(510) 866-6352					
State	CA	Zip Code	94621	Email	odiak	odiaka.gonzalez@oaklandleaf.org					
OUSD Vendor N	umber	1001624									
Attachments	■Statem ■Program ■Printou	ent of qualifica m Planning To t showing this	ol and Budget vendor does not app	pear on the Exclud	led Parties Lis		ov/portal/pu	blic/Sam/)			
Anticipated Start	07/01		n and Terms – Me ate work will end	08/19/2016		tract Amount	213,149.00				
Date											
			Budget	Information							
Resource #	Resource	Name	Org Ke	ey#	Object Code	Amount		Req. #			
6010	ASE	S	206155	3401	5825	\$ 126,072.00	R01	61403			
4124	21st CCL	C-Core	206187	2401	5825	\$ 56,965.00	R0161404				
4124	21st CCLC-I	Eq Access	206187	3401	5825	\$ 12,889.00	R01	61405			
4124	4124 21st CCLC-Fam Lit		206187	4401	5825	\$ 17,223.00	R01	61406			
			OUSD Contract C	Originator Inform	ation						
Name of OUSD Co	ontact	Bian	ca D'Allesandro	Email		bianca.dallesand	dro @	ousd.k12.ca.us			
Telephone		5	10/531-6400	Fax		510/48	32-7272				
Site/Dept. Name		206/Bret	Harte Middle School	Ensellment Gr	ados	6th	(In any control	8th			

Approval and Routing (in order of approval steps)

Enrollment Grades

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

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

Please sign under	the appropriate column.	Approved	Denied - Reason	Date
1. Site Administra	ator	(2)		8/28/15
2. Oakland After	School Programs Office	July M		8/31/15
3. Network Office	er or Deputy Chief	12(1)		shlir
4. Cabinet (CAO	, CCO, CFO, CSO, Asst Sup)			'
5. Board of Educ	cation or Superintendent			
Procurement	Date Received			

Memorandum of Understanding 2015-2016 Between Oakland Unified School District and

Oakland Leaf

1.	Intent. This Memorandum of Understanding ("MOU") establishes the Oakland Unified School District's
	("OUSD") intent to contract with Oakland Leaf
	("AGENCY") to serve as the lead agency to provide after-school and/or summer educational programs
	and to serve a sufficient number of students and run services for a sufficient number of days to earn the core grant allocation of funding at 206/Bret Harte Middle School under the
	following grants:
	After School Education and Safety Program ("ASESP")

- California Department of Education ("CDE") 21st Century Community Learning Center (21st CCLC)
- Oakland Fund for Children and Youth This MOU will also outline services provided on OUSD school grounds through the Oakland Fund for Children and Youth ("OFCY") After-School Initiative funds that shall be utilized as matching funds to CDE ASESP and 21st CCLC funds.
- Private grants
- 2. **Term of MOU.** The term of this MOU shall be July 1, 2015 to August 19, 2016 and may be extended by written agreement of both parties.
- 3. Termination. OUSD may at any time terminate this MOU for any or no reason upon not less than five (5) days written notice to AGENCY. OUSD shall compensate AGENCY for services satisfactorily provided through the date of termination. In addition, OUSD may terminate this MOU for cause should AGENCY fail to perform any part of this MOU. In the event of termination for cause, OUSD may secure the required services from another contractor. If OUSD's cost of procuring services from another contractor exceeds the cost of providing the services pursuant to this MOU, AGENCY shall pay the additional cost.
- 4. Compensation. The ASESP and 21st CCLC grant award amount for 206/Bret Harte Middle School is \$213,149.00 . 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 2015-2016")
 - 4.2.1. Reconciliation Process for Positive Attendance Based Grant Funds. OUSD will adjust the payment of the "positive attendance based" grants based on quarterly review of monthly invoices and attendance for services rendered related to the ASESP, 21ST CCLC (Core Grant) for any adjustments resulting from the reconciliation of the attendance reports for that quarter's months. The attendance reconciliation process will assess the program's performance with respect to the required compliance with the grant mandated attendance rates. Based on the

- review, financial adjustments of additional payment or additional withholding will be made. Any remaining balance(s) will be forwarded to AGENCY or OUSD. Any adjustment required in excess of the withholding will necessitate additional adjustments to future invoices and payments.
- 4.2.2. Administrative Charges and Reconciliation. Reconciliation process for positive attendance based grants must factor in the subtraction of administrative and other OUSD central charges, as outlined in section 4.3, from any grant amounts earned through attendance (OUSD indirect, custodial, evaluation, and After School Programs Office administrative and training/technical assistance fees).
- 4.3. **OUSD Administrative Fees.** OUSD shall charge and withhold up to 14% from the overall ASESP and 21st Century grant awards for central indirect, administrative, custodial, evaluation, and direct service training and technical assistance.
- 4.4. AGENCY Administrative Fees. AGENCY understands and agrees that it may not charge more than 4% of the total contract amount as administrative fees and that its administrative fees must be set at an appropriate dollar amount to keep the ASESP and 21st Century grants within the grant-mandated allowable 15% for total indirect/administrative costs. The agency administrative fees charged to the ASESP and 21st CCLC grants must be used for direct administrative costs and cannot be used for agency indirect costs. Direct administrative costs consist of expenditures for administrative activities that provide a direct benefit to the ASESP and 21st CCLC programs. Indirect costs consist of expenditures for administrative activities that are necessary for the general operation of the agency, but that cannot be tied to the ASESP and 21st CCLC programs.
- 4.5. **Program Budget.** 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 2015-2016 and will not exceed \$213,149.00 in accordance with Exhibit B. **Exhibit B** ("ASESP/21st CCLC Planning Tool/Comprehensive After School Program Budget for AGENCY 2015-2016").
- 4.6. Modifications to Budget. Any modifications to the approved grant budget must be approved by OUSD, AGENCY, and CDE before expenditures of funds for modified line items are authorized. Except as expressly set forth herein, OUSD shall not be liable to AGENCY for any costs or expenses paid or incurred by AGENCY in performing services for OUSD. The granting of any payment by OUSD, or the receipt thereof by AGENCY, shall in no way lessen the liability of AGENCY to correct unsatisfactory work, although the unsatisfactory character of that work may not have been apparent or detected at the time a payment was made. Work, which does not conform to the requirements of this Agreement, may be rejected by OUSD and in that case must be replaced by AGENCY without delay.
- Program Fees. The intent of the ASESP and 21st CCLC programs is to establish local programs 4.7. that offer academic assistance and enrichment for students in need of such services regardless of their ability to pay. Though it is not against the rules to charge fees for participation in programs, the CA Department of Education discourages it because it could exclude students in need from attending and taking advantage of the after school program. Fees should not create a barrier to participation in the after school program. After school services must be equally accessible to all students targeted for services regardless of their ability to pay. Programs that propose to charge fees may not prohibit any family from participating based on their inability to pay and must offer a sliding scale of fees and scholarships for those who could not otherwise afford to participate. Any income collected from fees must be used to fund program activities specified in the grant application. AGENCY shall do full accounting of fees collected, and documentation shall be kept for 5 years for auditing purposes. If AGENCY decides to charge fees, this decision shall be made collaboratively with the Site Administrator, and AGENCY shall work collaboratively with the Site Administrator and parent leaders to develop an appropriate program fee structure for the school community. AGENCY shall provide the OUSD After School Programs Office with written documentation of the program fee

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

- 5. **Scope of Work.** AGENCY will serve as lead agency at 206/Bret Harte Middle 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 2015-2016. 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 Single Plan for Student Achievement ("Site Plan"). AGENCY will ensure the after school program aligns with OUSD and 206/Bret Harte Middle School and objectives to ensure the success of students as articulated in the Site Plan. AGENCY will work in partnership with the school principal to ensure that the program components are aligned with and complement OUSD standards and school site curriculum.
 - 5.2. Oversight. AGENCY will provide oversight, fiscal management, payroll services, technical assistance, and facilitation of collaboration with other service providers. Agency must ensure compliance with ASESP and 21st CCLC funding guideline requirements and follow OUSD after school policies and procedures. This includes compliance with OUSD staffing requirements and policies including No Child Left Behind and other legislative mandates.
 - 5.3. **Enrollment.** AGENCY will enroll 6th through 8th grade students at 206/Bret Harte Middle 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 2015 2016 school year. AGENCY will close the ASESP and 21st CCLC program no more than a maximum of 3 days in the 2015-2016 school year for staff professional development, as permitted by Education Code. Programs that receive 21st CCLC Supplemental grant funds or private funding for summer shall additionally operate a sufficient number of days and hours in the summer, on weekends, and during intercession in the manner prescribed by the grant legislation and/or funder, in order to meet attendance goals required by the CA Department of Education and/or the funder
- 5.4.3. **Program Components.** AGENCY agrees to provide programming that supports the guidelines as outlined in the ASESP and 21st CCLC grants for students at 206/Bret Harte Middle School. AGENCY acknowledges and agrees to provide programming consistent with grant guidelines including, but not limited to:
 - Educational and Literacy. An educational and literacy element that must provide tutoring and/or homework assistance designed to help students meet state standards in one or more of the following core academic subjects: reading/language arts, mathematics, history and social studies, or science. A broad range of activities may be implemented based on local student needs and interests.

- Enrichment. The enrichment element must offer an array of additional services, programs
 and activities that reinforce and complement the school's academic program. Enrichment
 may include but is not limited to arts, youth development, leadership, recreation, sports,
 music, career awareness, college interest, service learning and other youth development
 activities based upon student needs and interests. All programs must offer both enrichment
 and recreation/physical fitness activities as core components of the after school program and
 summer program.
- Family Literacy Services. In all programs receiving 21st CCLC grant funds, AGENCY shall
 assess the need for family literacy services among adult family members of the students to
 be served by the program. All programs will, at a minimum, either refer families to existing
 services or coordinate with local service providers to deliver literacy and educational
 development services.
- Supplemental and Summer Services. In all programs receiving 21st CCLC Supplemental
 grant funds or private funding for summer, AGENCY will provide educational and enrichment
 programming in the summer, on weekends, and/or during intercessions. A broad range of
 activities may be implemented based on local student needs and interests, and district
 guidelines for summer programming.
- 5.4.3.1. Snacks/Supper/Beverages: AGENCY shall meet Federal and State meal and snack requirements and all meals and snacks must be provided by OUSD Nutrition Services department. Nutrition Services shall:
 - 5.4.3.1.1. Provide meals and beverages that meet State and Federal standards;
 - 5.4.3.1.2. Provide the number of meals and beverages requested by AGENCY unless/until Nutrition Services determines that AGENCY's participation is lower than the snack/meal/beverage count provided by the AGENCY, in which case, the number will be adjusted;
 - 5.4.3.1.3. Provide all supplies including utensils, napkins, forks, required;
 - 5.4.3.1.4. Support compliance by AGENCY with required State and Federal administrative requirements;
 - 5.4.3.1.5. Provide annual training to AGENCY.
- 5.4.3.2. Each AGENCY participating in the Nutrition Services snack/meal/beverage program shall:
 - 5.4.3.2.1. Attend annual training. In the event that the person responsible for snack distribution changes, AGENCY will make arrangements with Nutrition Services for training of new employees or representative of the AGENCY;
 - 5.4.3.2.2. Complete After School Snack and Supper Menu Production Worksheets (MPW) on a daily basis;
 - 5.4.3.2.3. Ensure meal count is accurate;
 - 5.4.3.2.4. Submit completed MPW to cafeteria staff by the next business day;
 - 5.4.3.2.5. Return leftovers to cafeteria;
 - 5.4.3.2.6. Ensure that only students are served and receive food from the program;
 - 5.4.3.2.7. Ensure that meals are not removed from campus
 - 5.4.3.2.8. Immediately report to OUSD Site Coordinator and Nutrition Services any concerns related to food safety or food contamination

- 5.4.3.3. AGENCY will be billed at the rates immediately below, for meals by Nutrition Services under the following conditions.
 - 5.4.3.3.1. MPW not completed and submitted by the next business day;
 - 5.4.3.3.2. Snacks are ordered and not picked up
- 5.4.3.4. In addition to any applicable liability associated with audit findings. AGENCY will be charged the following for each meal that OUSD is unable to claim due to AGENCY's failure to comply with program requirements:

5.4.3.4.1. Snack: \$1.00

5.4.3.4.2. Supper: \$3.50

- 5.4.3.5. AGENCY will be liable for audit findings and/or assessments (See Section 12 below) that are attributable to AGENCY's failure to comply with the rules and regulations of the Nutrition Services program, including liability if reimbursement is denied Nutrition Services because of AGENCY's failure to comply with program requirements.
- 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 206/Bret Harte Middle School
 - OUSD After School Programs Office
 - OUSD central administration departments
 - Parents/Guardians
 - Youth
 - · Community organizations and public agencies
- 5.9. **Licenses.** AGENCY shall obtain and keep in force all licenses, permits, and certificates necessary for the performance of this Agreement.
- 6. Field Trip Policy. FIELD TRIPS, OFF SITE EVENTS AND OFF SITE ACTIVITIES:
 - AGENCY shall provide each Site Administrator and the OUSD After School Programs Office
 with a schedule of all after school program field trips and/or off site events and/or off site
 activities by the first day of each semester, and a schedule of all summer field trips and/or off
 site events and activities by the first day of the summer program, if AGENCY is providing
 summer services (Exhibit D)
 - AGENCY hereby certifies that after school and summer program staff and/or subcontractors will
 comply with the following procedures for all field trips, off site events and off site activities:
 - 6.1. Licenses Permission Slips/Acknowledgement. Field trip/excursion permission slip must be signed by parent(s)/guardian(s) of all student participants and an acknowledgement must be signed by all adult chaperones both of which shall include the following information:
 - 6.1.1. a full description of the trip and scheduled activities
 - 6.1.2. student/adult participant health information
 - 6.1.3. "Notice of Waiver of All Claims: Education Code § 35330 provides that all persons making a field trip or excursion shall be deemed to have waived all claims against any school district, charter school, or the State of California for injury, accident, illness or death occurring during or by reason of the field trip or excursion, regardless of who holds the claims. If the field trip or excursion to which this permission slip applies is out-of-state, I hereby knowingly waive all of my and my daughter's/son's/ward's claims against any school district, charter school, and/or the State of California for injury, accident, illness or death occurring during or by reason of the out-of state field trip or excursion."
 - 6.2. After school and summer program staff or subcontractors leading trip must have a written list of students attending trip.
 - 6.3. No student shall be prevented from making a trip due to lack of sufficient funds.
 - 6.4. After school and summer program staff or subcontractors leading trip shall have a sufficient first aid kit in his or her possession or immediately available. If the trip is conducted in areas known to be infested with poisonous snakes, this first aid kit shall contain medically accepted snakebite remedies.
 - 6.5. **Health Conditions/Medication:** Trip participant health information will be gathered and reviewed in advance of trip and any needed revisions to supervision plan made, including making sure that chaperones understand relevant information (eg food allergies). A plan will be developed to collect, secure, and dispense prescription medications from their original containers only and consistent with physician's instructions.
 - 6.6. Supervision
 - 6.6.1. AGENCY Executive Director must review and approve supervision plan.

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

- 6.9. Vendor is licensed to provide all proposed activities.
- 6.10. Voluntary Student Accident Insurance must be <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 (attached as Exhibit E), executed by either the participant if he or she is 18 years of age or older, or the participant's parent or legal guardian if the participant is under 18 years of age
 - 6.13.2. Should AGENCY fail to provide an original, properly completed, signed and dated East Bay Regional Park District Waiver for each trip participant as defined in Section 6.13.1 above, AGENCY agrees to hold harmless, defend and indemnify OUSD, its officers, employees, volunteers and agents from all claims and actions resulting therefrom.
- 7. Financial Records. AGENCY agrees and understands that OUSD is responsible for fiduciary and programmatic oversight for the expenditure of the ASESP and 21st CCLC grant funds contracted to AGENCY by OUSD for fiscal year 2015-2016. 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 for the federal 21st Century Community Learning Centers grant program, CFDA Number 84.287, awarded by the Office of Elementary and Secondary Education Academic Improvement and Teacher Quality Programs office. Sub recipients that receive over \$500,000 of federal funds are required to undergo an annual audit and communicate findings to OUSD, as requested. 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 quidelines.
- 8.2. **Unallowable Expenses.** AGENCY may not purchase computers or capital equipment using ASES, 21st Century Core Grant, 21st Century Direct Access, or 21st Century Family Literacy funds.
- 8.3. Invoice Requirements. AGENCY will submit invoices with evidence of the following staff qualifications for each AGENCY employee and AGENCY agent, including employees of subcontracting agencies and volunteers: TB Clearance, current CA Department of Justice and FBI

fingerprint clearance, and Instructional Aide requirement. AGENCY will utilize the required OUSD invoicing and staff qualifications form (Exhibit F) for regular invoice submission.

- 8.4. **Submission of Invoices.** AGENCY must submit invoices to OUSD on a timely and regular basis for services rendered. OUSD will not accept invoices submitted more than thirty days beyond the end of each fiscal quarter. No invoices will be accepted more than 30 days past the end of June 30 of the contractual fiscal year. AGENCY must also submit invoices according to specific invoicing deadlines as outlined by OUSD to ensure timely processing. **(Exhibit G)**
- 8.5. Submission of Invoices for ASESP and 21st Century Grants. For services rendered related to the ASESP and 21st CCLC grants, OUSD shall pay AGENCY, on a monthly basis, for appropriately documented expenses related to the ASESP and 21ST CCLC grants, with a cumulative total for 2015-2016 not to exceed \$213,149.00 in accordance with the attached Exhibits to this Memorandum. Invoices for payment of services shall be submitted by the 10th of each month to the OUSD After School Programs Office, utilizing the required OUSD invoicing and staff qualifications form (Exhibit F). OUSD will strive to adhere to second Accounts Payable check run per the published schedule of monthly payments if invoices are submitted in accordance with the deadlines and requirements set forth in this section and the accompanying Exhibits.
- 9. Ownership of Documents. AGENCY agrees that, pursuant to California law, it shall maintain program and fiscal documentation for the ASESP and 21st CCLC programs for a minimum of five years. All documents created by AGENCY pursuant to this MOU, including but not limited to reports, designs, schedules, registration packets, early release waivers, and other materials prepared, or in the process of being prepared, for the services to be performed by AGENCY, are and shall be at the time of creation and thereafter the property of OUSD, with all intellectual property rights therein vested in OUSD at the time of creation. OUSD shall be entitled to access to and copies of these materials during the progress of the work. Any such materials in the hands of AGENCY or in the hands of any subcontractor upon completion or termination of the work shall be immediately delivered to OUSD. If any materials are lost, damaged or destroyed before final delivery to OUSD, AGENCY shall replace them at its own expense and AGENCY hereby assumes all risks of loss, damage or destruction of or to such materials. AGENCY may retain a copy of all materials produced under this MOU for its use in its general business activities.

10. Changes

- 10.1. Agency Changes. AGENCY may, at any time, by written order, make changes consistent with Section 5 Scope of Work of this MOU. If such changes cause an increase or decrease in the budgeted cost of or the time required for performance of the agreed upon work, an equitable adjustment as mutually agreed shall be made in the limit on compensation as set forth in Section 4 or in the time of required performance as set forth in Section 5.4, or both. In the event that AGENCY encounters any unanticipated conditions or contingencies that may affect the scope of work or services and result in an adjustment in the amount of compensation specified herein, AGENCY shall so advise OUSD immediately upon notice of such condition or contingency. The written notice shall explain the circumstances giving rise to the unforeseen condition or contingency and shall set forth the proposed adjustment in compensation. Such notice shall be given to OUSD prior to the time that AGENCY performs work or services related to the proposed adjustment in compensation. Any and all pertinent changes shall be expressed in a written amendment to this MOU and signed by OUSD prior to AGENCY's implementation of such changes.
- 10.2. Changing Legislation. AGENCY understands that changes in Federal, or state legislation or District policy may impact funding levels, grant requirements, and responsibilities of AGENCY during an academic school year. This MOU may be amended during the 2015-2016 fiscal year to reflect additional changes resulting from such legislation.

11. Conduct of Consultant

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

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

- 11.7. Bullying. The District's Board of Education recognizes the harmful effects of bullying on student learning, school attendance and participation in after school programs. In order to have a safe environments that protect students from physical and emotional harm, AGENCY shall establish student safety as a high priority and shall not tolerate bullying of any student. AGENCY shall adopt a policy expressly against harassment, intimidation, and bullying.
- 11.8. Restorative Justice (RJ) and Positive Behavioral Interventions and Supports (PBIS). As a part of the District's commitment to eliminate disproportionality in discipline affecting African American male students, the District has initiated Restorative Justice and PBIS programs at many school sites. AGENCY is encouraged to learn more about these programs at school sites and work with District Staff to implement programs in the after school programs that support positive school climate.
- 12. Indemnification. AGENCY shall indemnify, hold harmless and defend OUSD and each of its officers, officials, employees, volunteers and agents from any loss, liability, audit fines, assessments, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by OUSD, AGENCY or any other person and from any claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of performance of this MOU. AGENCY's obligations under the preceding sentence shall apply jointly and severally regardless of whether OUSD or any of its officers, officials, employees, volunteers or agents are actively or passively negligent, but shall not apply to any loss of liability, fines, penalties, forfeitures, costs or damages caused solely by the active negligence or by the willful misconduct of OUSD. If AGENCY should subcontract all or any portion of the work or activities to be performed under this MOU, AGENCY shall require each subcontractor to indemnify, hold harmless and defend OUSD, its officers, officials, employees, volunteers or agents in accordance with the terms of the preceding paragraph.
- 13. **Insurance**. Throughout the life of the MOU, AGENCY shall pay for and maintain in full force and effect with an insurance company(s) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A/VII" in Best Insurance Rating Guide, the following policies of insurance:
 - 13.1. Commercial General Liability insurance which shall include contractual, products and completed operations, corporal punishment and sexual misconduct and harassment coverage, and bodily injury and property damage liability insurance with combined single limits of not less than \$1,000,000 per occurrence.
 - 13.2. **Worker's Compensation** insurance, as required by the California Labor Code, with not less than the statutory limits.
 - 13.3. Property and Fire insurance shall provide to protect: Real Property, against risk of direct loss, commonly known as Special Form and Fire Legal Liability, to protect against liability for portions of premises leased or rented; Business Personal Property, to protect on a Broad Form, named peril bases, for all furniture, equipment and supplies of AGENCY. If any OUSD property is leased, rented or borrowed, it shall also be insured the same as real property.

The above policies of insurance shall be written on forms acceptable to the Risk Manager of OUSD and endorsed to name the OUSD, its officers, employees, volunteers or agents, as additional insured. Said Additional Insured endorsement shall be provided to OUSD upon AGENCY's execution of this MOU and before work commence under this MOU. If at any time said policies of insurance lapse or become

canceled, this MOU shall become void. The acceptance by OUSD of the above-required insurance does not serve to limit the liability or responsibility of the insurer or AGENCY to OUSD. **Exhibit H** ("Certificates of Insurance").

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

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

OAKLAND UNIFIED SCHOOL DISTRICT	AGENCY
President Board of Education Date	Agency Director Signature Date
Secretary, Board of Education Date	Odia Ka Conzulez, Executive Dire Print Name, Title
Deputy Chief Community Schools and Student Services Dept.	 Attachments: Exhibit A. Attendance Reporting Schedule Exhibit B. Planning Tool/Comprehensive After School Program Budget Exhibit C. Enrollment Packet, including Early
Principal Date Principal Date Network Superintendent Date	 Exhibit C. Efforment Facket, including Early Release Waiver Exhibit D. List of Anticipated Field Trips, Off Site Events and Off Site Activities Exhibit E. Waiver for Use of East Bay Regional Park District Bodies of Water (Swimming Pools, Lagoons, Shoreline Parks and Lakes) and Related Facilities Exhibit F. Invoicing and Staff Qualifications Form
AOU template approved by Legal May, 2015 Chief Academic Officer Date	 Exhibit F. Invoicing and Staff Qualifications Form Exhibit G. Fiscal Procedures and Policies Exhibit H. Certificates of Insurance Exhibit I. Statement of Qualifications

Exhibit A

Attendance Reporting Schedule

Oakland Unified School District After School Programs Attendance Reporting Schedule						
Monthly Attendance Period	Deadline to Input Attendance Data into Cityspan					
July 1 – July 31, 2015	August 10, 2015					
August 1 - August 30, 2015	September 10, 2015					
September 1-30, 2015	October 9, 2015					
October 1-30, 2015	November 10, 2015					
November 1-30, 2015	December 10, 2015					
December 1-31, 2015	January 11, 2016					
January 1-31, 2016	February 10, 2016					
February 1-28, 2016	March 10, 2016					
March 1-31, 2016	April 11, 2016					
April 1-30, 2016	May 10, 2016					
May 1-31, 2016	June 10, 2016					
June 1-30, 2016	June 30, 2016					

Exhibit B

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

(Template distributed separately)

INSERT HERE

													OFCV		-	and an arrange
te Name:	Bret Harte Middle School			ASES		21	ICCLC Core	210	CLC Equitable Access		21CCLC Fan	nily Literacy	OFCY Match Funds	Program Fees (if applicable)		Other L Agency Fu
Site #:			Resource 6010), Program 1553		Resource 42		Resource	4124, Program		Resource 41					
erage # o	of students to be served daily (ADA): 160	%	OUSD	Cy	9	ousp	Lead Agency	% 00:	SD Lead Agency	%	OUSD	Lead Agency	Lead Agency	Lead Agency		Lead Ag
	TOTAL GRANT AWARD		\$150	0,000		\$66,1	150	\$	25,000		\$20,0	000	\$82,000		\$0	\$63,922
IPPLIES	COSTS: INDIRECT, ADMIN, EVAL, PD, CUSTODIAL,															
	OUSD Indirect (5%)		\$7,143	x		\$3,150	*********	\$1,1	90 ****		\$952	******	********	******	*******	******
	OUSD ASPO admin, evaluation, and training/technical		\$9,346	*******		\$4,121	********	\$1,5			\$1,246	*******	*******	*****	*******	*******
	assistance costs				1		********		5000000			******	********	*****	*******	******
_	Custodial Staffing and Supplies at 3 25%		\$4,339	BXXXXXX		\$1,914	***************************************	\$7	23		\$579	******	*********	*****	*********	******
	TOTAL SITE ALLOCATION		\$12	9,172		56,9	65	2	1,529		17,2	23	0			
RTIFICA	TED PERSONNEL															
		1	\$2.500		1	99	********				so	*******			en	
1120	Quality Support Coach/Academic Liaison REQUIRED Certificated Teacher Extended Contracts- math or ELA		\$2,500	*******	1	\$0	********		*********		\$0	******			\$0	
1120	academic intervention or Common Core academic enrichment		so			\$0	********		sol (2000)		so	***************************************	**********	******	so	
1120			30		1	30	*********		********		30	******	********	******	30	*******
-	Certificated Teacher Extended Contracts- ELL supports	_	-	******	-	-	**********	-	*********	-		******	*******			*******
-	Total certificated	-	\$2,500		-	\$0			s		02	********			\$0	
ASSIE	D PERSONNEL		42,500	MAXXXXXX		30	XXX		- NAVAAAX		30	VVVVVV	********	~~~~~~	30	MANA AXX
2205	Site Coordinator (list here, if district employee)		\$0	\$0											\$0	
2220	SSO (optional)		\$0	0000000		\$0	*********	\$7,2	00 000			******	*******	*****	\$0	******
							******		00			*******	*******	******		*******
			\$0		L	\$0										
	Total classified		\$0	\$0		\$0	\$0	\$7,2	00 \$0		\$0	\$0	\$0	-	\$0	
ENEFITS				XXXXXXXXX			KOOOOOOO		000000000			**********	***************	*********		200000000000000000000000000000000000000
3000's	Employee Benefits for Certificated Teachers on Extended Contract (benefits at 24%)		\$600	*****		\$0	*******		so 🚃 🚃 💮		\$0	*******	********	******		*******
	Employee Benefits for Classified Staff on Extra				1						so	********	*********	*****		
3000's	Time/Overtime (benefits at 20%) Employee Benefits for Salaried Employees (benefits at	-	\$0	******	1	\$0	*******	\$1,4	***************************************		\$0	******				********
3000's	40%)		\$0	20000000	1	***************************************	00000000	******	8			00000000	00000000	00000000	********	
3000's	Lead Agency benefits (rate: 25%) Total benefits	-	\$600	\$0		\$0	\$0	\$1,4	-		\$0	\$0	\$0		\$0	
DOKS M	ID SUPPLIES		\$600	**		\$0	40	\$1,4	40		30					
			-	*******			*********		XXXXXXXX			********		******	\$0	\$8
4310	Supplies (OUSD only, except for Summer Supplemental) Curriculum (OUSD only)	-	\$0		-		*********		********			********		************	\$0	- \$8
5829	Field Trips		\$0		1		*********								\$0	
4420	Equipment (OUSD only)			******			*********		********			******	*******	******	\$0	
	Building Intentional Communities curriculum (required for 21st Century middle school sites- allocate at same level as															
	2014-15)				-		\$0	-	\$500						-	
	Bus tickets for students	_		-	-	-	-	-	-							
	District professional development on district PD days (Bridging the Bay conference, Youth Work Methods trainings)															
	Science Learning Community curriculum and materials (required for 21st Century sites)						\$500									
	Total books and supplies	3	\$0	\$0		\$0			\$0 \$500		\$0	\$0	\$0	\$0	\$0	\$8
ONTRAC	TEO SERVICES															
5825	1.0 FTE Site Coordinator: 1.0 *\$19.70/hr *40 hrs/wk*52wks +\$6,232 benefits + 16% fringe benefits (\$6,560)		\$0	\$43,908									\$4,380			\$4
5825	1,0 FTE Program Assistant (1.0 * \$15/hr * 30 hrs * 48 wks + 16% fringe benefits)		\$0	\$(\$23,490			
5825	8- 0.62 FTE Program Instructors (8 staff * \$16.00 * 24.5 hr/wk * 36 wks + \$17,578 +16%taxes)			\$78,248			\$32,596						\$18,210			
	1- 0.21 FTE BIC Instructor (1 staff * \$16.00 * 20 hr/wk * 36												410,210			
5825	wks + \$2,124 16%taxes		-	\$0	_		\$15,399		-	\vdash			-			

														OFCY	Program		The same of
Site Name	Bret Harte Middle School	-3		ASES		2100	LC Core		21CCLC	Equitable Access	8	21CCLC Famil	y Literacy	Match Funds	Fees (if applicable)	0.00	Other Lea
Site #			Resource 6010	Program 1553		Resource 4214, F	rogram		Resource 4124	, Program		Resource 4124,	Compared to		Film		
	of students to be served daily (ADA): 160	%	OUSD	Lead Agency	%	OUSD L	ead Agency	%	OUSD	Lead Agency	%	OUSD	Lead Agency	Lead Agency	Lead Agency		Lead Agenc
5825	Restorative Justice Facilitator (1 staff * \$19/hr * 16 hrs/wk *36 wks) + \$1,168 (11% taxes)									\$12,112							
5825	Family Liaison Coordinator (1 staff * \$25/hr * 16 hrs/wk *40 wks)												\$16,701				
5825	Cycles of Change (2 instructors * 20 weeks * 1.75 hrs/wk)													\$7,000			
5825	Love Cultivating Schoolyards		\$0											\$5,682			
5825	0.23 FTE Program Director (1 staff * 9.2 hrs/wk * 52 weeks * \$28/hr + \$2,116 (16% taxes) + \$1,803 benefits)													\$15,208			\$1,92
5825					100												
5825									2 2 2								
5825																	
	Total services	-	\$0	\$122,157		\$0	\$54,738		\$0	\$12,112		\$0	\$16,701	\$73,970	\$0	\$0	\$6,269
N-KIND D	RECT SERVICES																
			*******	*********		**************************************	*****			*******			******	*******	******	\$0	\$
			********	*********		XXXXXXXX	****		**************************************				***************************************	******	******	\$0	
			*******	*******		**********	**************************************			******		***********	***************************************	*******	******		
			******	*******		XXXXXXXXXX	88888			*******		************	*******	******	******		
			******	******		******	****		********	********		**********	*******	*******	*******		
	Total value of in-kind direct services		******	*******			****			*******		**********	******	******	********	\$0	\$
540.40	CALON A DAMINIOTE ATTIVE COSTS																
LEAU AG	Lead Agency admin (4% max of total contracted \$)		*********	\$3,915.22		***********	\$1 726 61	1	888888888	\$277		**********	\$522	\$8,030		***********	\$49,45
SUBTOTA			YYYYYYYYY	33,313.22		MANAGAM	\$1,72001		MAXXXXXIII	9211		WYYYYYY	4522	90,000		XXXXXXXX	942,45
305101	Subtotals DIRECT SERVICE	85	\$5,343	\$122,157	85	\$989	\$55,238	87	\$9,014	\$12,612	85	\$299	\$16,701	\$73,970	\$0	\$0	\$14,46
_		48						ALC: UNKNOWN			15						\$49,45
TOTALE	Subtotals Adminument	- 10	410,000	40,510		40,150	41,121	10	40,007	4271		42,775	4022	40,000		********	4.0,40
TOTALS	T. Additional and the second		\$22 029	\$126,072		\$0.185	\$56 065		\$12 111	\$12.880		\$2 777	\$17 223	\$82,000	\$0	sn	\$63,92
-		100			100			100	1		100					\$0	\$63,922
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OUSD After School Programs

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

ASES and 21st CCLC After School Program Plan Elementary & Middle Schools 2015 – 2016

SECTION 1: School Site Information

School Site:
Bret Harte Middle

Principal Signature:

After School Site Coordinator Name (if known at this time): Rayna Seuell

Lead Agency:
Oakland Leaf Foundation
Lead Agency Signature:

Date:
April 17th, 2015

time): Rayna Seuell April 17th, 2015
SECTION 2: Alignment with Site Plan (SPSA), Major Improvement Priorities

In collaboration with school leadership, identify the school's Major Improvement Priorities where this after school program is identified for its high leverage practices.

- 1. In collaboration with expert agencies and day school personnel, ASP will increase the targeted services for newcomer and refuge population
- 2. Create a school culture based on the Bret Harte values and after school program practices that increase emotional safety for students
- 3. Increase the skills and aptitudes that students need to be able to navigate middle school years and be ready to transition to high school

LCAP Strategic Priorities

In collaboration with school leadership, identify the specific LCAP goal(s) that this afterschool program will intentionally support.

College & Career Readiness (LCAP Goal 1)

- X_Literacy (Proficiency on Standards, Grade Level Reading, English Learners Reading Fluency-LCAP Goals 2, 3, 4)
- X Mathematics/STEM Proficiency (Proficiency on State Standards—LCAP Goal 2)
- _X_ Student Engagement (LCAP Goal 5)
 - Parent/Family Engagement (LCAP Goal 6)
- X Safe, Healthy & Supportive Schools (LCAP Goal 7)

State 3 – 4 primary goals of the After School Program and intended impacts for participating students. Describe how these after school goals align with the school's Major Improvement Goals and Strategies identified in its SPSA plan.

- 1. Bret Harte students attending the Bret Harte after-school program will receive academic support through writing and literacy exploration.
- 2. We will target 6th grade students to receive support to facilitate their transition into 6th grade at Bret Harte
- 3. Bret Harte after school program students will display and/or demonstrate project results from their enrichment program that they will present to the Bret Harte community at a culminating event.
- 4. Bret Harte Middle School students attending the Bret Harte after-school program will increase their social and emotional skills by participating in weekly cyphers that are part of the restorative justice initiative and it is supported by all after-school staff

Strategic Questions/Desired Outcomes	Strategic Activities	Outcomes of Strategic Activities	Data used to assess the strategic activities
As a result of our ASP efforts	What after school strategic activities will support the desired outcomes?	What short-term outcomes will you expect from your efforts by the end of the school year?	What data will be collected to measure these outcomes?
High School Graduation: How many more Oakland children are graduating from high school?	After-school staff will help students identify interests that can influence future college or career choices and will help them to pick an	8 th grade students that participate 75% or more in after-school will develop a plan to choose an academy.	Students interest self assessment.

	academy for high school by developing an interest vs needs plan.		
Satisfactory School Day Attendance: How many more Oakland children are attending school 95% or more?	ENRICHMENT OPPORTUNITIES Students (with the guidance of their parents/guardians) can choose to participate in many enrichment classes. Enrichment opportunities include engaging classes in visual/performing arts, sports/recreation, and leadership and empowerment.	5% of the after school students', attendance will increases due to their participation in the after school program. Roughly 10 students will increase their attendance to 95% or more. -Recruitment and referrals to the after school program will depend upon staff recommendation for students due to academic or social development. Included in the criteria for student referrals is student's truancy rate.	Our after-school program will be in communication with the regular school day to support any students who may be in danger of being truant. Data compiled by Public Profit.
	Oakland Leaf Foundation will collaborate with the Family Resource Liaison to engage families.	-Academic Liaison and school administration will inform the after-school site coordinator and administration when students are struggling with their attendance.	
Job Skills/Career readiness:	Once a month students will	Students will carry a digital	ASP CitySpan data of

How many more students have meaningful internships and/or paying jobs?	participate in a job or career readiness experience such as College visit, job shadowing, industry simulation lab and workshop targeted for middle schools	portfolio that track their journey into discovering how their needs align with job and career opportunities	participation in specific linked learning activities
Health and Well-being: How many more Oakland children have access to, and use, the health services they need?	Mind We build self-confidence in individuals, provide students and families with the tools to better manage their stress, and utilize practices that promote peaceful individuals and communities. We utilize educational techniques aimed at restoration. We work to repair harm caused by the violence our students, families, and staff face in their daily lives. Body Our after-school programs, family resource center and community gardens foster environmental awareness and stewardship, nutrition, fitness, food justice, and	All students will have access to additional caring adults with whom they will develop meaningful and appropriate relationships. All students will have the opportunity to engage in physical activities in the after-school program. All students will have the opportunity to participate in art activities that are culturally relevant.	Youth Surveys

indigenous land cultivation practices. We offer handson cooking and nutrition classes and our community gardens provide access to fresh, locally grown produce.

Spirit

We reclaim ritual, ceremonies, and celebrations practiced by people of the first nations and encourage youth and family re-connection to the land.

SECTION 4: Program Model and Lead Agency Selection

For 2015-2016, my site will operate the following program model:

- ✓ Traditional After School: voluntary program open to all students, with enrollment priorities targeting certain students
- □ Extended Day Program: additional class periods offered to students after the end of the regular bell schedule, for targeted grades and/or for all students of the school (Note: extended day classes must **not** appear on the school bell schedule)
- □ Blended/Hybrid: combination of some extended day and some traditional after school programming

Description and Rationale for Selection of Lead Agency

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

Oakland Leaf cultivates community transformation through creative education. Leaf programs place a premium on values and high expectations for young people. Leaf's programmatic goal is to cultivate a generation of youth leaders

who, through participation in our programs as students, artists, athletes, evaluators (and eventually educators and community change-makers), will develop the necessary skills and perspectives to take ownership of (and leadership for) their community. In regards to Oakland Leaf's after-school services, standards of excellence and achievement are applied to Academic offerings and Enrichment offerings.

Our agency's leadership meets with the principal and the school's support services on a monthly basis to help address the holistic needs of the students. The young people whom are in need of the most support take priority in the enrollment for the After School program.

There are six key areas that support community school initiatives: Family support, academic support for students, exposure to social and emotional networks, access to health and wellness services, ensuring that every child has an adult ally or mentor/s, and the ability of the child to navigate systems (transportation, transitions, housing, others). Oakland Leaf Foundation is able to provide the families and youth participating in the program activities and celebrations that support four of the six key areas. Our programing enhances academic success, provides youth with a social and emotional network, creates awareness of healthy choices, allows the students to be supported by a group leader that becomes an ally, and exposes the child to opportunities to learn more about these systems.

SECTION 5: Attendance, Program Dates, Minimum Days, and Program Schedule

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

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

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

Required # of Program Days your program will operate during School Year 2015-2016	180
(programs are required to operate between 177 – 180 days of the school year)	
Projected Daily Attendance during School Year 2015-2016	135

Programs are allowed up to three days of program closure during the school year to offer staff professional development. Please list the three days (if any) your program plans to close this year for PD.

January 4th and 5th, April 1st of 2016

Minimum Days

Elementary and middle school after school programs are required to operate from the end of the school day to 6pm. When a school holds minimum days, the after school program must begin early and run a long day until 6pm. Minimum days have significant impact on the after school staffing and budget. Thus, during the program planning process, school leadership and the lead agency partner must discuss the anticipated number of minimum days for the program year, and discuss shared resources to fund minimum day programming when the number of minimum days exceeds the typical OUSD schedule of one minimum day per week for the school year.

Projected Number of Minimum Days for School Year 2015-2016

45

Describe funding plan to operate program on minimum days, including additional school resources (if any), to support full program implementation on all minimum days:

Oakland Leaf Foundation has supported the school running our after-school program during minimum days by altering the schedule of programs that are offered. During minimum day (which usually falls on Wednesday's), we run all of our clubs that allow for students to be able to choose different activities based on their interest every quarter.

If the minimum day falls on another day of the week (besides Wednesday), we run the regular programs from our normal programming schedule and add additional cypher meetings.

Program Schedule

- Submit program schedule as an attachment, using the standard program schedule template. The after school schedule must indicate the school name and the program year.
- 2. Submit a copy of the school bell schedule for the 2015-16 school year.

Important Notes: The after school schedule must commence immediately the minute the school day bell schedule ends on all program days. Before submitting, compare the school bell schedule with the after school schedule to ensure that the times are aligned. (i.e. If the school bell schedule ends at 2:55 pm, then the after school schedule must begin at 2:55 pm. The same is true on minimum days.)

Additionally, programs must operate at least until 6pm daily AND must operate at least 3 hours per day. (i.e. If the school bell schedule ends at 3:10 pm, then the after school program must begin at 3:10 pm and run until 6:10 pm)

SECTION 6: Academics

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

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

Other possible supports may include computer lab, library exploration, project-based learning, coordination with SES tutoring. Academic activities should be aligned with school goals and support specific student achievement needs defined by the school. Activities should be based on sound instructional strategies aligned with the regular school day program.

Required Elementary Academic Programming: Elementary programs are required to provide at least 1 hour of literacy instruction per week for all students. (Curriculum and PD will be provided by OUSD After School Literacy Learning Community.) Programs are highly encouraged to provide after school math and science instruction. There will be learning communities to

provide math and science curriculum and PD.

Description of program/activity	Target Population	Academic Support (choose one)	SPSA goal(s) or school need supported by activity	Instructional Strategies	Frequency (hrs/week; # of weeks)	Measurable Outcomes
Scholars in Training (SIT) – dedicated time to provide with homework assistance, basic skill development and support.	6 th , 7 th & 8th Grade Boys	■ Homework Support ■Tutoring ■ Skill Building ■ Academic Intervention □ Other	To Increase learning opportunities and academic rigor	Provide ELL and Math Support	10 hours per week, 37 week per year	75% of students participating in Scholars in Training will improve their understanding of their homework.
Scholars in Training (SIT) – dedicated time to provide with	6 th , 7 th & 8th Grade	□ Homework Support □ Tutoring	To Increase learning opportunities	Provide ELL and Math Support	10 hours per week, 37 week	75% of students participating

homework assistance, basic skill development and support.	Girls	Skill BuildingAcademicIntervention□ Other	and academic rigor		per year	in Scholars in Training will improve their understandin g of their homework.
ELL Homework room	Newcom ers where Spanish is their first language	 ■ Homework Support ■ Tutoring ■ Skill Building ■ Academic Intervention □ Other 	To Increase learning opportunities and academic rigor for students that their English skills are limited	Provide ELL and Literacy Support	10 hours per week, 37 week per year	75% of students participating in Homeroom Room will improve their understanding of their homework.

SECTION 7: ENRICHMENT & PHYSICAL, ACTIVITY / RECREATION

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

Recommended Middle School Program Components: Middle schools are highly encouraged to provide after school STEM instruction and youth leadership programming for students. (These program components are required for 21st Century middle school programs.) STEM and Building Intentional Communities youth leadership curriculum and PD will be provided by OUSD after school learning communities.

	Description of Program/	Rationale	SPSA goal(s)	Target Population	Targeted Skills	Measurable
-	Activity		or school	and Frequency		Outcome
			need	(hrs/week; number		

		supported by activity	of weeks offered)		
Sports and Recreation: The sports and recreation classes will focus on skill building and cooperation. We will have basketball, Flag Football, Soccer and Running	Student Identified □ School Identified □ Parent Identified □ Other (specify)	Developing leaders and mentors who create a more compassio nate, equitable, and just society	All ASP participants, 5 hour a week for 37 weeks	□ College/Career Readiness Social Skills/Conflict Res. □ Leadership □ Academic (specify) Health/Fitness □ Other (specify): Music	Students participating in these classes will be able to demonstrate sports skills while gaining coordination and balance skills.
Garden Class: These classes are targeted for 6 th grade students. Students will explore introductory urban ecology and learn basic culinary skills through a project-based learning approach.	x Student Identified □ School Identified □ Parent Identified ☑ Other (specify)	Developing leaders and mentors who create a more compassio nate, equitable, and just society.	6 th graders participating in ASP. 3 hours per week/37 weeks	□ College/Career Readiness X Social & Emotional Learning ☑ Leadership □ Academic (specify) X Health and Wellness □ Other (specify)	50% of students participating in these classes will increase their knowledge of plants and healthy eating habits.
Digital Productions of Music and Video	X Student Identified □ School Identified □ Parent	Developing young people that has 21 st century	All grades participating in ASP. 3 hours per week/37 weeks	 □ College/Career Readiness X Social & Emotional Learning ☑ Leadership 	50% of students participating in these classes will

	Identified ☑ Other (specify)	skills to navigate technology		X Academic (specify) ☑ Health and Wellness X Other: Computer Literacy	increase their knowledge of how to use computer to produce music or videos
Visual Arts: A multicultural curriculum infused and integrated with the arts	□ Student Identified □ School Identified □ Parent Identified ☑ Other (specify)	These classes will develop student's artistic skills focusing on creating art by reusing and recycling.	All ASP participants 5 hours a week for 37 weeks a year	□ College/Career Readiness X Social & Emotional Learning □ Leadership □ Academic (specify) □ Health and Wellness ☑ Other (specify): Culture appreciation	50% of students participating in these classes will increase their ability to create 3 dimensional art/engineering projects.

SECTION 8: FAMILY ENGAGEMENT / FAMILY LITERACY

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

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

their student's learning an		I st Century grantees who receiv <i>Literacy budget plan.</i>	e Family Literacy funding	: The activities listed
Type of Activity and Frequency	SPSA goal(s) or school need supported by activity	Describe how this activity is connected to student achievement	Measurable Outcome	Alignment with school day family engagement / family literacy efforts or resources
Family Orientation to Middle School	To support parents to understand the needs of preteens and their developmental stages	Parents will be able to support during mood swings and moments where student can not concentrate due to transitions	Parents will volunteer in school activities more	Support the increase of refugees and newcomers into the school community
2 In La'Kech Expos	Active parent and community involvement directly correlates to student achievement	In the winter and the spring, the ASP in partnership with the school day, will showcase student work	75% of students attending the after-school program will participate in ASP classes that will result in a final project that will be presented to their families and the school community	ASP participates in the school's mission and educates the whole child with multiple learning experiences.
Family Reading Night	Increase literacy	If parents develop the habit of reading with their children, students are more likely to develop stronger literacy skills	84 Students will build a home library with at least 5 new books	The ASP will work closely with parent volunteers from the FRC to plan and execute the family literacy night

ASES and 21st CCLC After School Programs 2015-2015

SECTION 9: Chronic Absence Action Plan

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

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

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

Strategies to Support Attendance	Action Steps
a) Recruit and address the needs of students who are at risk of chronic absenteeism.	Work with the day program/admin/principal to identify candidates for after-school program with chronic school absentee history
b) Inform parents about the importance of attendance and encourage parents to help each other get their students to class.	Provide families with orientation meetings and supporting information materials that conveys attendance expectations.
c) Track students with poor program attendance and reach out to find out why and how attendance could be improved.	Each instructor monitors attendance and instructors notify program leadership when there are attendance issues in the ASP. Phone calls are made and families are informed of the importance of school attendances

d) Celebrate good attendance and/or offer meaningful incentives to attract and reward students for attending our program.	Recognizing students publicly and bi- annually for sustaining high attendance in the after-school program.
SECTION 10: Transforming School Culture and Climate After school programs can play a critical role in support the school's efforts to transmake schools positive, supportive places for all students to stay engaged, be succ	
a) The following are paths that OUSD schools are taking to change discipli climate. What strategy/strategies is your school utilizing to transform school	
X PBIS (Positive Behavioral Interventions and Support) _X_ Restorative Justice _X_ Social and Emotional Learning _X_ Bullying Prevention Other: (please specify)	
b) How will the school and lead agency partner work together to ensure the supporting these efforts, and helping to transform school culture and climate curriculum, coaching, planning meetings, COST meetings, etc.) ASP Agency Director and Site Coordinator will meet monthly with the Princifeedback.	e? (ie. shared professional development,
c) Reducing the disproportionate suspension rates of African American studescribe any special efforts your after school program is taking to support the well-being, and/or academic success of African American students at your settle Ethnic Studies curriculum, recognition ceremonies for student accomplishmentors, etc.):	he school engagement, social-emotional school (ie. Manhood Development circles,

Provide inclusive and equitable programming for all students. Exclusively hire and maintain staff who are culturally competent, staff that employ positive and reflection-based behavioral management strategies and staff that can

effectively facilitate and design culturally relevant lessons. SECTION 11: Coordination with Other Service Providers In the Full Service Community School model, the school becomes a hub of service come together, work together, and coordinate their efforts to meet the holistic need	
The after school Site Coordinator or Director will actively participate in which of the following school group(s), in order to increase alignment between after school and school day efforts?	x COST team (Coordination of Services Team) x SST (Student Study Team) SSC (School Site Council) x ELT (Educational Leadership Team) PTA Attendance Team/Workgroup SPSA Site Planning team x School Culture/Climate Committee Other (specify)
List key community partners whom you will actively collaborate with to accomplish the goals of your program.	Oakland Youth Chorus, Cycles of Change, East Bay Boxing Association
List all subcontractors who will be paid to deliver after school services.	Oakland Youth Chorus, Cycles of Change, East Bay Boxing Association
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.	Restorative Justice Coordinator, Refugee Services Coordinator, Schools Counselors and Mental Health Clinician

2015-16 After School Enrollment Policy for Bret Harte School

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

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

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

Target Population(s)	Specific Data to Inform Selection of Program Participants	(High School Only) Indicate if participation is Optional or Mandatory for each target population
Refugee and newcomers	School data from registration	
Students with poor school attendance	School attendance of prior years	
Students who are experiencing academic difficulties with low literacy levels	Teacher and Principal referrals and student test scores	
Students with socio-emotional challenges that affect learning	Teacher and Principal referrals and student behavior notes	

Which grade levels will you serve in this program? 6th, 7th and 8th grade

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

Additional Notes:

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

Enrollment Process and Timeline: (Summarize your enrollment timeline below. Describe how your school will identify and recruit students beginning in Spring 2015. Indicate how families will be notified of 2015-16 enrollment before the last day of school, June 11, 2015.)

Timeline	After School Enrollment Steps/Process Individual(s) resp			
End of April	Notify all Bret Harte students about the 15-16 registration.	Site Coordinator		
May/June	After School Leadership Team as well as the Principal meets in the spring to identify 50-70% of participants for next school year, based on enrollment policy and student data (leaving at least 25% of slots for incoming students who meet enrollment priorities.) A target attendance level for the first day of school is determined.	After school leadership team and Principal		
May/June	After school Site Coordinator, in collaboration with school staff, conduct Spring recruitment and enrollment of priority students as identified; families are notified about next year's program participation by last day of school. A target attendance level for the first day of school.	Site Coordinator		

June	Collect Registration form from Home-school folder and in the office.	Site Coordinator
June	Enter student preferences in spreadsheet.	Site Coordinator
July	Enroll students based on priority and then hold a lottery for others.	Site Coordinator
August	Inform families about their placement in the program. Give out acceptance letters and ask them to confirm their registration.	Site Coordinator
August/September	After School Site Coordinator and the Principal identify students to fill remaining slots based on enrollment policy and new data (i.e. test scores released in the summer).	After school Site Coordinator and Principal

Important dates to include in your timeline:

- April June: Spring enrollment for 2015-16 programs.
- Families will be notified of 2015-16 after school enrollment before the last day of school, June 11, 2015.
- After school programs begin on 1st Day of school, with enrollment at a minimum 75% capacity.
- August September: New school year enrollment of families for remaining program slots.
- Remaining program slots will be filled by September 30, 2015.
- · All programs must maintain wait-lists after program slots are filled.

School Support for Program Recruitment

Describe how the school will support after school program recruitment efforts. Specify how school staff will help promote the after school program, refer students, and communicate with families about program opportunities:

Principal meets with Oakland Leaf Foundation Site Manager and Director of Programs to review list and divided targeted list of students by grade level. List is distributed to each teacher and the teacher will talk to families of targeted students to remind them to fill out the application. Recruitment and Retention is never an issue for Bret Harte students, we hold a waiting list of 30 to 40 students yearly.

Principal Signature:

Lead Agency Signature:

2015-16 Assurances for Grant Compliance and After School Alignment with School Day

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

Principal initials	Lead Agency initials	2015 – 16 Assurances for Grant Compliance and After School Alignment with School Day
TRI	a	Site Administrator and Lead Agency Director/Site Coordinator have reviewed the CA Dept of Education's ASES and/or 21 st Century Grant Assurances, and understand mandated grant compliance elements.
TEH	06	Site Administrator and Lead Agency Director have reviewed the Lead Agency After School MOU together, and agree to the requirements outlined in the MOU for the lead agency partner.
TRH	06	Site Administrator will meet regularly with Site Coordinator to ensure program is meeting identified goals.
TRA	06	Site will share student outcome data to better refine program (Attendance data, test scores, Report Cards, IEP's, etc).
TRA	06	The principal and lead agency partner have reviewed and discussed the Quality Support Coach key responsibilities. Both Principal and lead agency partner understand that this role is critical for strengthening staff practices and the quality of the after school program. Site will identify a certificated, qualified individual to serve as the program's Quality Support Coach and to fulfill all responsibilities outlined in the role description.
Test	OG	Site will invite Site Coordinator and appropriate after school staff to participate in school day meetings and professional development opportunities, in order to ensure consistency in standards of teaching and learning and positive school climate.
TEH	06	Site will invite Site Coordinator to participate on SSC, COST, SST, and/or SPSA planning teams to ensure coordination of services.
TRY	06	Site will coordinate the use of facilities and site level resources in support of program goals.

TIPH	06	Site will provide Site Coordinator with office space that includes access to Internet and phone.
PEH	06	Site Administrator will share the School Site Safety Plan with the Site Coordinator and discuss appropriate policies and procedures to ensure safety during the after school hours.

Principal Signature:

Lead Agency Signature:

Quality Support Coach (formerly called "Academic Liaison")

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

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

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

Quality Support Coaching Planning	
a) Please identify who will fulfill the Quality Support Coach role for 2015-16:	
 □ A credentialed teacher on staff who has effective skills and experiences in coaching and/or adult learning X A qualified professional who is part of the school staff □ An OUSD coach connected to the school (i.e. LCI Literacy or Math coach, BTSA coach, etc.) □ Other individual (please specify in detail): 	

If known,	please specify	the name	of the person wh	o will fill the	Quality	Support Coad	h role,	and identify	his/her rol	e in the
school:										

b) Some schools are challenged in finding a qualified individual on staff who can fulfill the Quality Support Coach role. In this case, the OUSD After School Programs Office will work actively to try to find an OUSD coach to match with the school. Please mark:

My school needs support in finding an individual who can effectively fulfill the role of Quality Support Coach.

☐ Yes X No

Teachers on Extended Contract for Direct Service

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

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

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

	1			
Principal Signature: _	TA	Lead Agency Si	gnature:	8

After School Safety and Emergency Planning for 2015-16

After School Safety and Emergency Planning
) The Comprehensive School Site Safety Plan will incorporate the After School Program. The Principal and Site Coordinator will discuss plans and procedures for after school safety, and the Site Coordinator will have access to the Comprehensive School Site Safety Plan. X Yes □ No
If no, explain after school plans to ensure student and staff safety should an incident of violence or other crisis/emergency occur on or near the school campus during after school hours:
B) Describe the training that site will provide after school staff on safety procedures, including lockdown procedures and communication protocols for crisis response. During orientation staff are trained in safety procedures and participate in drills throughout out the year
C) Principal and Site Coordinator have reviewed the OUSD After School Emergency/Crisis 1st Level Response Notification Protocol. X Yes □ No
Facility Keys
Will the After School Program have access to facility keys for all areas where after school programming occurs? X Yes □ No
If no, indicate how the school campus will be secured if crisis should occur during after school hours and if lockdown is necessary:

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	272	Icheck	DOC
Orarin	ALC: U	PALICAL	STATE OF THE PARTY

- □ Site has a school day SSO who can accommodate after school related work as part of their regular salary.
- X Site will pay Extra time/Over time (ET/OT) to accommodate an after school SSO.
- ☐ Site does not need an SSO or does not have the resources to have an after school SSO.

Principal Signature:

Lead Agency Signature:

Professional Development and Staff Wellness

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

- a) What professional development, coaching, and training supports will be provided by the lead agency partner?
 - ✓ OLF Staff Orientation
 - √ First day back from Winter Break ASP Recharge
 - ✓ April 1st All Oakland Leaf Professional Development Workshop
 - ✓ Direct service staff will participate in bi-weekly coaching/PD meetings, work plan sessions, multiple observation/debrief/coaching opportunities.
- b) What professional development opportunities will be provided by the school site? Staff are invited to participate in relevant school-day staff trainings. The Academic Liaison can provide PDs on how to best support ELL and SEL students and other relevant matter.
- c) ASPO professional development will consist of the mandatory August Institute (week of Aug. 3-6), mandatory monthly site coordinator meetings (2 hrs/month), the annual Bridging the Bay after school conference, and various professional learning communities (time commitment varies). Please mark:

I understand that professional development helps ensure program quality. My program is committed to providing/accessing professional development opportunities for after school staff, based on needs identified by program data. My program will adequately budget for staff time to participate in professional development over the course of the

year (for key line staff, recommended at least 20 hours of PD/year). X Yes □ No
Staff Wellness
e) Please describe ways your program will work to support staff wellness over the course of the year:
Encourage healthy eating habits
Cultivate a culture of mindful meditation during staff meetings
Conduct annual site-based recharge meetings
Set yearly personal IDP wellness goals which will reviewed and revised as needed
Team-building and Exercise activities incorporated in regular staff meetings
Health/Wellness & Career-building resources regularly provided
Time allocated to complete reports/assignments during staff meetings and prep time
Provide healthy refreshment supplies and emergency personal care items for staff
Better monitor/ensure staff is taking required breaks
Provide well-tempered spaces for class instruction
Staff Participation in OUSD Wellness Activities/Programs
Principal Signature: Lead Agency Signature:

Addendum for 21st Century Community Learning Center Grantees Only

Equitable Access: (must be completed by all programs that receive 21st Century Equitable Access funding). Some 21st Century programs receive extra Equitable Access funding. The intent of Equitable Access funding is to provide targeted supports for special populations of students who may face challenges and barriers to program participation. Examples of allowable use of Equitable Access funds include:

- additional academic interventions/supports to struggling students (ie. English Language Learners, students with special needs, etc.)
- mental health support services that enable students to fully participate in the after school program
- translation services, bus tickets, and other supports that make it possible for students to participate in program

How will your 21st Century program support equitable access in your program? Which population(s) of students in your program will receive extra support through the Equitable Access supplemental grant? Please describe your planned use of Equitable Access funds. Your plans must align with your Equitable Access budget.

The work that we have been conducting with the day school supporting the Restorative Justice approach in the school, in collaboration with day school we employ a coach and we support her work with a group[of students that meet during after school to be train to run cypher during school day.

21st Century Supplemental Programming during 2015-16 School Year

Describe your planned programming on weekends, intercession breaks, and other non-school days during the 2015-16 school year. Your supplemental program plans must match your proposed supplemental program budget.

(Please do NOT include summer program plans here; there will be a separate summer planning template.)

Number of supplemental program days you plan to offer during the 2015-16 school year:	10
Dates of Service:	Need to schedule, schedule has not been finalized by principal
Hours of Operation: (note that supplemental programs must operate at least 3 hours/session)	2 hours per day

Description of Supplemental program activities: (describe goals of programming, target audience, planned activities, etc.)
We will have additional training for teachers to work with newcomers and refugees. We will host a parent orientation for

parents that are new to the US and finally we will do a series of celebrations and festivities to make the families feel welcome, as well as creating a sense of ownership of the school. We also host sports tournaments and some field trips during weekends.

Exhibit C

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

PARENT PERMISSION AND STUDENT INFORMATION - ELEMENTARY AND MIDDLE SCHOOLS

					_
Student's Name		Grade		Date of Birth	1
Parent/Guardian Name (Please	print)	Signature			Today's Date
		Oakland			
Home Address		City	Zip		
Home Phone	V	Vork Phone		Cell Phon	e
	MERGENCY CO	NTACT INF	ORMATI	ON	
In case of emergency please co	intact:				
Name	Relationship			Phone: work/	home/cell
Does your child have health co	/erage?	Yes		No	
Name of Medical Insurance	Policy/ Insu	rance#	Prima	ry Insured's N	ame
	f importance	Med	dication S	Student is taki	
Medical History that may be o					
Medical History that may be o				-	
	(510) 866-635				
List any Allergies	(510) 866-635				
	(510) 866-635 Tel	ephone nish and/or o		- ergency medic	

After School MOU 2015-2016, page 17 of 29

I understand the nature of the after school program and that participation is voluntary. I understand that the Oakland Unified School District is not responsible for loss, damage, illness, or injury to person or property as a result of participation in the after school program. I hereby release and discharge the Oakland Unified School District and its officers, employees, agents, and volunteers from any and all claims for injury, illness, death, loss or damage as a result of after school program activities.				
Parent/Guardian Signature:	Date			
STUDE	NT RELEASE/ PICK UP POLICY			
	ne After School Program will begin immediately after school is out of be released to go home from the After School Program until they ne of the individuals listed below:			
✓				
Parent/Guardian/Caretaker Signature	Date			
When I am unable to pick my child up, I child to:	give After School Program staff permission to release my			
Name/Relationship	Phone Numbers: Home/Work/Cell			
Name/Relationship	Phone Numbers: Home/Work/Cell			
picked up by 6:00 p.m., After School Pro	on time. The program ends by 6:00 p.m. If students are not ogram staff are required by law to report to Child Protective instances of tardiness in picking up your child will result in			
PERMISSION TO EVALUA	TE PROGRAMS AND TRACK STUDENT PROGRESS			
cards, attendance, and other performance instruction, and assessing the effectiveness	gram Staff to review my child's school data (test scores, report indices), for the purpose of providing targeted support and academic is of the After School Program. I also give permission for After progress and to require my child to complete evaluation surveys for iveness.			
✓Parent/Gua	rdian Signature			

RELEASE OF LIABILITY

PHOTO/VIDEO RELEASE

9 1	e in the After School Program, s/he may participate in an activity that is being these photographs/video recordings may be used for promotional purposes.
My childmaymay not purposes.	be photographed/videotaped by the After School program for promotional
School program activities and understand that I and my chil economic interest. I also agree	third party it has approved to photograph or videotape my child during After to edit or use any photographs or recordings at the sole discretion of OUSD. I ld shall have no legal right or interest arising from the recording, including ee to release and hold harmless the OUSD and any third party it has approved emands, damages, and liabilities arising out of or use of the recording.
Z	Parent/Guardian Signature

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

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

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

Pased on the OUSD Early Delease Policy families can request Early Delease of their child from th

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

Sch	ool Site:
Nar	ne of Program:
Nar	ne of Student:
Gra	de:
Ire	equest early release of my child from the After School Program at o'clock p.m.
(ple	ase check reason)
0	I am concerned for my child's safety in returning home by him/herself after dark.
0	I am unavailable to pick my child up after this time.
0	Other:
off	parent/guardian, I hereby release and discharge the Oakland Unified School District and its icers, employees, agents and volunteers from all claims for injury, illness, death, loss or damage t my child may suffer as a result of his/her early release from the After School Program.
	√
	Signature of Parent/Guardian Date

After School MOU 2015-2016, page 20 of 29

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

FOR STUDENTS AGES AND OLDER ON School Site:	LY
Name of Student:	
Grade:	
Date of Birth of Student:	
If I arrive later than the dismissal time or am un School Program:	nable to pick up my child at the end of the After
 I give the After School Program staff permis program without supervision. 	ssion to release my child from the afterschool
	n all claims for injury, illness, death, loss or damage pervision if I arrive later than dismissal time or am
✓	
Signature of Parent/Guardian	Date

OUSD After School Programs 2015-2016 Student Health Form

Grade in 2015-16 Langu PARENT/GUARDIAN INFORMATION Parent/Guardian Name (First, Last) Student's Home Address	
Grade in 2015-16 Langu PARENT/GUARDIAN INFORMATION Parent/Guardian Name (First, Last) Student's Home Address	age spoken in the home
PARENT/GUARDIAN INFORMATION Parent/Guardian Name (First, Last) Student's Home Address	
Parent/Guardian Name (First, Last) Student's Home Address	_
Student's Home Address	_
Phone (home)	
Parent/Guardian Cell # Par	ent/Guardian Work #
EMERGENCY In case of emergency, please contact:	
Name:	Relationship to student:
Phone Number:	
<u>HEALTH</u> Please check if your child has any of these I after school:	Health Conditions and requires management
☐ Severe Allergy to:	☐ Student has Epi-pen at school
☐ Asthma	 ☐ Student has inhaler at school ☐ Student has medication at school
□ Diabetes□ Seizures	☐ Student has medication at school
□ Sickle Cell Anemia	☐ Student has medication at school
☐ Cystic Fibrosis	☐ Student has medication at school
Other conditions:	Student has medication at school

Medications needed after school hours:

All students with asthma, diabetes, and severe allergies should have emergency medication available to after school program staff in the event of an asthma attack, low blood sugar, or allergic reaction along with a medical management plan (Diabetes, Severe Allergy, or Asthma Action Plan) signed by you and your doctor. The after school program will need to have medication for your child that is separate from the medication you provide the regular school day program.

See your School Nurse/Health Services for more information.

Authorization to treat minor:

I give permission for the after school staff to administer medication that my child may require during the after school program.

In the event that I, or other parent/guardian, cannot be contacted, I hereby give permission to the after school program staff to secure proper treatment for my daughter/son/ward.

Date:	Parent or Guardian Signature:	
Print Name:		
Does your child have vision problem	ms?	
Have you ever been notified that yo	our child has difficulty seeing?	_
Is your child supposed to wear glas	sses?	

Please return this form immediately to the after school program.

Thank you!

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).

Site Name	Lead Agency	
Name of Contact	Name	
Name of Contact Person	Email	odiaka.gonzalez@oaklandleaf.org
Telephone	Fax	
The following Field Trips, Off Site Eve Program will occur during:	ts and Off Site Activities for	the After School
☐ Fall Semester- August 24, 2015 ☐ Spring Semester- February 1, 20 ☐ Summer Program (Specify dates:	16 to June 9, 2016	
Name of Field Trip, Off Site Event, and/or Off Site Activities	Date(s)	Time(s)
)
	Date	
Site Coordinator Signature		
Site Coordinator Signature		

EAST BAY REGIONAL PARK DISTRICT

WAIVER AND RELEASE OF LIABILITY AND INDEMNITY AGREEMENT

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

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

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

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

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

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

Participant's Name(Print)		
Name of Custodial Parent or Guardian (if Participa	nt is under 18):(Print)	
Signature: Participant Signature (flover 13) or Custodial Part	Date:	
Pantopant Signature (1 over 15) or Custopiai Part	EBRPD Waiver - Swim	Us

EBRPD Waiver – Swim Use Rev. 3:09



INVOICING AND STAFF QUALIFICATIONS FORM 2015-2016

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.

Agency Information

4. IA Requirement. No Child Left Behind Law requires that any staff who directly supervise students and are included in the 20:1 student-to-adult ratio meet the IA requirement. This documentation should be maintained in Lead Agency files.

Agency Name Billing Period		Agency's Contact Person 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

Yes

No

No

No

Yes

Yes

Yes



PROCEDURE FOR INVOICING Oakland Unified School District Comprehensive After School Programs 2015-2016

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

- ◆ All 21st Century and/or ASES invoices <u>must be submitted to the OUSD After School Programs Office</u> in order to be processed and paid. We are located at 746 Grand Ave, Lakeview Campus, Room 2.
- ◆ All invoices must be generated on your organization's letterhead. This applies to both agency and individual contractors.
- ◆ To maintain invoicing consistency so that all necessary information is included, please <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 <u>cover only one calendar month</u>, i.e. the 1st through the 30th or 31st.
- ♦ <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 10th of the following month. This is not a steadfast rule; for example, the invoice for September 1-30th is due in our office on the 11th of October (the 10th is a Sunday). Invoices that are submitted after the due dates listed below will be processed the following monthly invoicing period.</u>

The tentative 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, 2015	August 25, 2015					
September 10, 2015	September 25, 2015					
October 9, 2015	October 23, 2015					
November 10, 2015	November 20, 2015					
December 10, 2015	December 23, 2015					
January 8, 2016	January 25, 2016					
February 10, 2016	February 26, 2016					
March 10, 2016	March 24, 2016					
April 8, 2016	April 25, 2016					
May 10, 2016	May 23, 2016					
June 10, 2016 for May invoices	June 24, 2016					
June 13, 2016 for Final Billing	TBD					

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



PROCEDURES for PAID INSERVICE/EXTENDED CONTRACTS and TIME SHEETS OUSD CERTIFICATED TEACHERS 2015-2016

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

Paying OUSD Certificated Employees (Teachers)

- Academic Liaisons should submit a Paid Inservice form and Extended Contract teachers should submit a "Request for Extended Contract" IN ADVANCE to approve all projected work to be completed, using appropriate Budget Org Key (Object Code usually -1120 or -1122)
- ◆ The FIRST submission of the Paid Inservice/Extended Contract paperwork must be accompanied by a timesheet in order to be processed by OUSD Payroll. No payment will be rendered until timesheets are submitted to our office.
- ◆ Have Employee sign Extended Contract & ALL Time Sheets
- Have Principal approve and sign Paid Inservice/Extended Contract & ALL Time Sheets
- Please be sure to submit ORIGINALS of all documents
- Please use only ONE SIDED Time Sheets
- ◆ Deliver to OUSD After School Programs Office All 21st Century and/or ASES Paid Inserivce/Extended Contracts and Time Sheets <u>must be submitted to the OUSD After School Programs</u> <u>Office</u> in order to be processed and paid. We are located at 746 Grand Ave., Lakeview Campus, room 2.
- Union Contract rate for teachers is \$23.16/hr.
- ◆ Union Contract rate for Academic Liaisons is \$30.12/hr.
- Once the Paid In-service form or Request for Extended Contract has been submitted and approved, only timesheets are required to be submitted for subsequent payments.

Paid In-service/Extended Contract Timesheets Due to After School Programs Office on the following anticipated dates:	OUSD Anticipated Payroll Issue Dates ***Please note: Allow 45 days processing time for the first submission. Future submissions take approximately 2 weeks .***
September 30, 2015	October 15, 2015
October 30, 2015	November 132015
November 20, 2015	December 15, 2015
December 18, 2015	January 15, 2016
January 29, 2016	February 12, 2016
February 29, 2016	March 15, 2016
March 31, 2016	April 15, 2016
April 29, 2016	May 13, 2016
May 31, 2016	June 15, 2016
June 9, 2016	June 30, 2016

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



PROCEDURES for EXTENDED TIME and/or OVERTIME FORMS (ET/OT) for OUSD CLASSIFIED EMPLOYEES 2015-2016

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

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

- ◆ Complete "Combined ET/OT/CT and Move-Up/Acting Time Report", using appropriate Budget Org Key
- ♦ Have Employee Sign Form
- ♦ Have Site Coordinator Sign Form
- Have Principal Approve and Sign Form
- ♦ All Custodial ET/OT forms must be submitted to Custodial Services at 900 High Street.
- ♦ All SSO ET/OT forms must be submitted to the SSO Office at 1011 Union St.
- ◆ Any other ET/OT forms for 21st Century and ASES classified staff must be delivered to Oakland SUCCESS After School Programs Office in order to be processed and paid. Please see payment schedule in chart below. Forms that are submitted after the due dates listed below will be paid on the following Payroll Issue Date. We are located at 746 Grand Ave, Lakeview Campus, Room 2.
- 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, 2015	September 30, 2015
September 30, 2015	October 15, 2015
October 15, 2015	October 30, 2015
October 30, 2015	November 13, 2015
November 13, 2015	November 30, 2015
November 20, 2015	December 15, 2015
December 15, 2015	December 30, 2015
December 18, 2015	January 15, 2016
January 15, 2016	January 29, 2016
January 29, 2016	February 12, 2016
February 15, 2016	February 29, 2016
February 29, 2016	March 15, 2016
March 15, 2016	March 31, 2016
March 31, 2016	April 15, 2016
April 15, 2016	April 29, 2016
April 29, 2016	May 13, 2016
May 13, 2016	May 31, 2016
May 31, 2016	June 15, 2016
June 9, 2016	June 30, 201

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

Exhibit H

Certificates of Insurance and Additional Insured Endorsement

INSERT HERE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/7/2014

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

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

PRODUCER	CONTACT Tracy White	CONTACT Tracy White				
Fidelity Insurance Service	PHONE (A/C, No. Ext): (510) 548-8200 [FAX (A/C, No): (510) 5)548-6145				
a member of United Valley	E-MAIL ADDRESS: twhite@fidelityinsuranceservice.com	E-MAIL ADDRESS: twhite@fidelityinsuranceservice.com				
801 Allston Way	INSURER(S) AFFORDING COVERAGE	NAIC #				
Berkeley CA 94710	INSURER A :NIAC					
INSURED	INSURER B : Employers Compensation Ins. Co.	INSURER B: Employers Compensation Ins. Co.				
Oakland Leaf Foundation	INSURER C:					
7700 Edgewater Drive, #818	INSURER D :					
	INSURER E:					
Oakland CA 94621	INSURER F:					

COVERAGES CERTIFICATE NUMBER: CL1491705427 REVISION NUMBER:

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

VSR TR	TYPE OF INSURANCE	ADDL S		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	S		
	GENERAL LIABILITY				10/5/2015	EACH OCCURRENCE	\$	1,000,000	
A	X COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	500,000	
	CLAIMS-MADE X OCCUR	x	201416332NPO	10/5/2014		MED EXP (Any one person)	\$	20,000	
						PERSONAL & ADV INJURY	\$	1,000,000	
						GENERAL AGGREGATE	\$	2,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:					PRODUCTS - COMP/OP AGG	\$	2,000,000	
	POLICY PRO- JECT LOC						\$		
A ANY ALL AUT	AUTOMOBILE LIABILITY			10/5/2014	10/5/2015	COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000	
	ANY AUTO		201416332NPO			BODILY INJURY (Per person)	\$		
	ALL OWNED SCHEDULED AUTOS	х				BODILY INJURY (Per accident)	\$		
						PROPERTY DAMAGE (Per accident)	\$		
							\$		
	X UMBRELLA LIAB X OCCUR	DE	201416332UMBNPO	10/5/2014	10/5/2015	EACH OCCURRENCE	\$	1,000,000	
A	EXCESS LIAB CLAIMS-MADE					AGGREGATE	\$	1,000,000	
	DED X RETENTION\$ 10,000	0					\$		
В	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A					X WC STATU- TORY LIMITS OTH- ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE		EIG20276201	10/30/2014	10/30/2015	E.L. EACH ACCIDENT	\$	1,000,000	
	OFFICER/MEMBER EXCLUDED? (Mandatory in NH)					E.L. DISEASE - EA EMPLOYEE	\$	1,000,000	
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	\$	1,000,000	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Certificate holder is named additional insured with respect to the insured's operations.

CERTIFICATE HOLDER	CANCELLATION
Oakland Unified School District	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
Attn: Risk Management 900 High Street Oakland, CA 94601	AUTHORIZED REPRESENTATIVE
	Tracy White/TRW

ACORD 25 (2010/05)

POLICY NUMBER: 2014-16332-NPO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

GENERAL LIABILITY

SCHEDULE

Name of person or Organization (Additional Insured):

Oakland Unified School District

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your operations or premises owned by or rented to you.

Exhibit I

Statement of Qualifications

INSERT HERE



Oakland Leaf Statement of Qualifications

Oakland Leaf's mission is to cultivate community transformation through creative education for youth and families. Our organization was incorporated as a 501(c)3 non-profit in 2002. The seeds for Oakland Leaf were planted when the founders, a group of Teach for America Teachers, hosted the first All Oakland Youth Talent Showcase in 2000 to demonstrate the beauty and talent that exists in Oakland. The events of September 11, 2001 deeply impacted our founders and their students. Like most Americans, our students felt unsafe and uncertain about the future. At the same time, the homicide rates in Oakland increased dramatically and the United States declared war on Iraq. The founders of Oakland Leaf saw a need to provide youth with programs that equip our future leaders with conflict resolution skills as well as artistic and cultural exploration and expression abilities. What resulted was Oakland Leaf's first Oakland Peace Camp (2003), a summer program that gave youth a safe place for healing and expression. In Fall 2003 Oakland Leaf was asked to provide after-school programming at ASCEND School. Oakland Leaf believes that the role of education is to develop happy, healthy, and successful adults equipped with the tools to experiment and explore. For this reason, our programs are designed to support the development of children and youth by feeding the minds, bodies, and spirits of low-income youth and families in Oakland.

Oakland Leaf focuses on the physical, cognitive, social, and emotional needs of students. We provide youth with opportunities to explore their identities and contribute to their communities, to express their desires, curiosity, and frustrations. Our programs balance academic support, leadership development, and the guidance to become creative individuals with healthy habits. One of our key strategies in empowering children is to create sustainable and productive partnerships with schools that have shared visions for young people.

Our approach, based on principles of youth development and family empowerment, weaves together five core initiatives which correlate to the challenges, needs, and opportunities in our community: 1) Science, Technology, Engineering, and Math (STEM), 2) Literacy, 3) Art and Culture, 4) Health and Wellness, and 5) Empowerment and Leadership.

In addition to our five core initiatives, our programming is based on youth development practices and principles. We develop and assess our staff and programming for cultural relevancy and engagement; a strategy reinforced by taking a project based approach to our classes. This gives students the opportunity to showcase their learning through expositions and community showcases.

Oakland Leaf works in partnership with Oakland Fund for Children and Youth (OFCY) and Oakland Unified School District (OUSD) to achieve a shared vision of a full service community school district. Students and schools with limited economic resources are targeted to ensure that students have access to the resources and the tools needed to achieve academic success and develop into thoughtful and creative citizens. Our whole-child approach to the work makes it possible for schools to provide wrap-around services for students and families. We work with each school to support its specific Community Schools Strategic Site Plan. We have been leading the way in helping Oakland public schools transcend traditional classroom learning and we partner together by using our programs to transform schools into thriving year-round community hubs.

All of our programs are culturally relevant, project based, and culminate in a student showcase or performance. Oakland Leaf's current programs include five comprehensive after-school programs for elementary and middle school students, a nationally recognized high school leadership and media arts



Oakland Leaf Statement of Qualifications

fellowship program, a school-based community garden and ecology programs, and a three-week arts, leadership, and social justice education summer camp called Oakland Peace Camp. Oakland Leaf has grown to serve over 1,100 students and families annually, guided by our credo, "Love is an action!"

Since its incorporation as a 5015(c)(3) in 2002, Oakland Leaf has matured into an organization with reliable and effective administrative and financial practices. Our Board of Directors guides our fiscal strategies, while fiscal operations are managed by our Executive Director with the support of a well-qualified bookkeeper and monthly reviews by a Certified Public Accountant. Additionally, Oakland Leaf is audited yearly to ensure that the organization is using Generally Accepted Accounting Principles (GAAP).

Oakland Leaf has managed federal, state, and local funds through its partnerships with City and State agencies such as OFCY, City of Oakland Cultural Funding, Oakland Community Action Partnership, OUSD, ASES, and 21st Century Community Learning Centers. All of our programs adhere to comprehensive City and State standards for fiscal and administrative requirements such as staff-to-youth ratios and units of service requirements as well as measures for accountability including quarterly evaluations, submission of reports, and invoicing.

Oakland Leaf has a current organizational budget of over \$1.5 million with diverse funding sources. In addition to successfully managing public revenue, we have increased our income from private philanthropy. This year private philanthropy makes up 28% of our total income.

Oakland Leaf balances its priority to put as much revenue into programs as possible with the realities of the need to invest in a strong and sustainable infrastructure. Over the last two years, we have established processes and procedures to ensure organizational consistency, accountability, transparency, data collection, and program evaluation, and our budget reflects these best practices. We now have standards and protocols ranging from organization charts, tracking systems, a complete employee handbook, and mandatory quarterly reports for program directors with program updates and projections. We have also developed programs that are not personality based, but grounded in institutional protocols and we have a fundraising and development plan to ensure long-term sustainability.



Memo

Date: June 15, 2015 RE: Staff Qualifications

To Whom It May Concern:

All Oakland Leaf employees, volunteers, and agents working in our OUSD after-school program will have fingerprint clearance through the Department of Justice and FBI, and will also have TB clearance before they begin work on OUSD School sites for the 2015-2016 Academic Year.

If you have any questions feel free to contact me at (510) 564-4334.

Thank you,

Melissa Mendez Ochoa Operations Manager

SAM Search Results List of records matching your search for :

Search Term : Oakland* Leaf* Record Status: Active

No Search Results