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OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

Memo

To Board of Education
 From Tony Smith, Ph.D., Superintendent
 By: Maria Santos, Deputy Superintendent, Instruction, Leadership & Equity-in-Action
 Vernon Hal, Deputy Superintendent, Business & Operations

Board Meeting Date
 (To be completed by Procurement) October 10, 2012

Subject Memorandum of Understanding - Safe Passages (contractor) - 232/Coliseum College Preparatory Academy (site/department)

Action Requested Approval of Memorandum of Understanding between Oakland Unified School District and Safe Passages. Services to be primarily provided to Coliseum College Preparatory Academy for the period of July 1, 2012 through August 3, 2013.

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

Discussion
One paragraph summary of the scope of work.
 Approval by Board of Education of a Memorandum of Understanding between District and Safe Passages, Oakland, CA, for the latter to provide services as lead agency to provide program coordination, math intervention, homework support, student supervision and a variety of enrichment services for Coliseum College Preparatory Academy's comprehensive After School Program in the capacity of the After School Education and Safety (ASES) Grant for the period of July 1, 2012 through August 31, 2013, in the amount of \$82,139.00.

Recommendation Approval of Memorandum of Understanding between Oakland Unified School District and Safe Passages. Services to be primarily provided to 232/Coliseum College Preparatory Academy for the period of July 1, 2012 through June 30, 2013.

Fiscal Impact Funding resource name (please spell out) 6010/After School Education and Safety (ASES) Grant in an amount not to exceed \$82,139.00.

Attachments

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

**Memorandum of Understanding 2012-2013
Between Oakland Unified School District and
Safe Passages**

1. **Intent.** This Memorandum of Understanding ("MOU") establishes the Oakland Unified School District's ("OUSD") intent to contract with _____ Safe Passages ("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 _____ 232/Coliseum College Prep Academy _____ 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, 2012 to August 31, 2013 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 _____ 232/Coliseum College Prep Academy _____ is \$82,139.00. AGENCY shall be entitled to compensation from these funds in accordance with the following terms and conditions:
- 4.1. **Total Compensation.** Subject to the provisions of 4.2 Positive Attendance and the provisions of 4.3 Administrative Fee, AGENCY shall receive the amount of the grant award less OUSD's administrative fees and other site costs agreed to by the Site Administrator and AGENCY.
- 4.2. **Positive Attendance.** Payment for services rendered related to the ASESP and 21st CCLC grants shall be based on actual student attendance rates (\$7.50 a day per student), not estimates, as those programs are "positive attendance based." OUSD reserves the right to modify the annual core allocation based on reported attendance. In the event that payments made to AGENCY exceed the reported attendance for the Core grant, the AGENCY will return payments to OUSD at the rate of \$7.50 a day per student. Documentation of attendance must be submitted through the OUSD/OFCY attendance systems in order for invoices for payment of services for the ASESP and 21st CCLC grants to be processed. (**Exhibit A** - Attendance Reporting Schedule 2012-2013)
- 4.2.1. **Reconciliation Process for Positive Attendance Based Grant Funds.** OUSD will adjust the payment of the "positive attendance based" grants based on quarterly review of monthly invoices and attendance for services rendered related to the ASESP, 21ST CCLC (Core Grant) for any adjustments resulting from the reconciliation of the attendance reports for that quarter's months. The attendance reconciliation process will assess the program's performance with respect to the required compliance with the grant mandated attendance rates. Based on the

review, financial adjustments of additional payment or additional withholding will be made. Any remaining balance(s) will be forwarded to AGENCY or OUSD. Any adjustment required in excess of the withholding will necessitate additional adjustments to future invoices and payments.

- 4.2.2. Administrative Charges and Reconciliation.** Reconciliation process for positive attendance based grants must factor in the subtraction of administrative and other OUSD central charges, as outlined in section 4.3, from any grant amounts earned through attendance (OUSD indirect, custodial, evaluation, and After School Programs Office administrative and training/technical assistance fees).
- 4.3. OUSD Administrative Fees.** OUSD shall charge and withhold up to 14% from the overall ASEP and 21st Century grant awards for central indirect, administrative, custodial, evaluation, and direct service training and technical assistance.
- 4.4. AGENCY Administrative Fees.** AGENCY understands and agrees that it may not charge more than 4% of the total contract amount as administrative fees and that its administrative fees must be set at an appropriate dollar amount to keep the ASEP and 21st Century grants within the grant-mandated allowable 15% for total indirect/administrative costs. The agency administrative fees charged to the ASEP and 21st CCLC grants must be used for direct administrative costs and cannot be used for agency indirect costs. Direct administrative costs consist of expenditures for administrative activities that provide a direct benefit to the ASEP and 21st CCLC programs. Indirect costs consist of expenditures for administrative activities that are necessary for the general operation of the agency, but that cannot be tied to the ASEP and 21st CCLC programs.
- 4.5. Program Budget.** Due to result-based budgeting, the grant will remain as part of the site budget. Funds will be encumbered from the site budget on behalf of AGENCY for the school year 2012-2013 and will not exceed \$82,139.00 in accordance with **Exhibit B** ("ASEP/21st CCLC Planning Tool/Comprehensive After School Program Budget for AGENCY 2012-13").
- 4.6. Modifications to Budget.** Any modifications to the approved grant budget must be approved by OUSD, AGENCY, and CDE before expenditures of funds for modified line items are authorized. Except as expressly set forth herein, OUSD shall not be liable to AGENCY for any costs or expenses paid or incurred by AGENCY in performing services for OUSD. The granting of any payment by OUSD, or the receipt thereof by AGENCY, shall in no way lessen the liability of AGENCY to correct unsatisfactory work, although the unsatisfactory character of that work may not have been apparent or detected at the time a payment was made. Work, which does not conform to the requirements of this Agreement, may be rejected by OUSD and in that case must be replaced by AGENCY without delay.
- 4.7. Program Fees.** The intent of the ASEP and 21st CCLC programs is to establish local programs that offer academic assistance and enrichment for students in need of such services regardless of their ability to pay. Though it is not against the rules to charge fees for participation in programs, the CA Department of Education discourages it because it could exclude students in need from attending and taking advantage of the after school program. Fees should not create a barrier to participation in the after school program. After school services must be equally accessible to all students targeted for services regardless of their ability to pay. Programs that propose to charge fees may not prohibit any family from participating based on their inability to pay and must offer a sliding scale of fees and scholarships for those who could not otherwise afford to participate. Any income collected from fees must be used to fund program activities specified in the grant application. AGENCY shall do full accounting of fees collected, and documentation shall be kept for 5 years for auditing purposes. If AGENCY decides to charge fees, this decision shall be made collaboratively with the Site Administrator, and AGENCY shall work collaboratively with the Site Administrator and parent leaders to develop an appropriate program fee structure for the school community. AGENCY shall provide the OUSD After School Programs Office with written documentation of the program fee

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

5. **Scope of Work.** AGENCY will serve as lead agency at 232/Coliseum College Prep Academy, will be responsible for operations and management of the ASEP, 21st CCLC, OFCY, and private grants contracted to AGENCY by OUSD for fiscal year 2012-2013. This shall include the following required activities:

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

5.1.1. **Alignment with Community School Strategic Site Plan (CSSSP).** AGENCY will ensure the after school program aligns with OUSD and 232/Coliseum College Prep Academy and objectives to ensure the success of students as articulated in the Community School Strategic Site Plan ("CSSSP"). AGENCY will work in partnership with the school principal to ensure that the program components are aligned with and complement OUSD standards and school site curriculum.

5.2. **Oversight.** AGENCY will provide oversight, fiscal management, payroll services, technical assistance, and facilitation of collaboration with other service providers. Agency must ensure compliance with ASEP 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 232/Coliseum College Prep Academy, to serve sufficient number of students and run services for a sufficient number of days to earn the full core grant allocation of funding.

5.4. **Program Requirements**

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

5.4.2. **Program Days.** The program shall be offered a minimum of 177 - 180 days during the 2012 - 2013 school year. AGENCY will close the ASEP and 21st CCLC program no more than a maximum of 3 days in the 2012-13 school year for staff professional development, as permitted by Education Code. Programs that receive 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 ASEP and 21st CCLC grants for students at 232/Coliseum College Prep Academy. AGENCY acknowledges and agrees to provide programming consistent with grant guidelines including, but not limited to:

- **Educational and Literacy.** An educational and literacy element that must provide tutoring and/or homework assistance designed to help students meet state standards in one or more of the following core academic subjects: reading/language arts, mathematics, history and social studies, or science. A broad range of activities may be implemented based on local student needs and interests.

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

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

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

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

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

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

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

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

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

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

- Administration, faculty, and staff of 232/Coliseum College Prep Academy
- OUSD After School Programs Office
- OUSD central administration departments
- Parents/Guardians
- Youth
- Community organizations and public agencies

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

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

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

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

6.1.1. a full description of the trip and scheduled activities

6.1.2. student/adult participant health information

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

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

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

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

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

6.6. Supervision

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

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

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

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

6.6.5. Adult:Student Ratio is at least 1:10 or higher if swimming or wading or high risk trip. If the trip involves water activities, this ratio shall be revised to ensure closer supervision of elementary grade or younger students, appropriate to their ages. The ratio of adults to students on field trips and excursions shall be reasonable under the circumstances.

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

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; (I) students receive instruction in safe conduct on bus or other transport; and, (J) drivers shall receive safety and emergency instructions and information which shall be kept in their vehicle, including health and emergency information for each student riding in his/her vehicle.

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

6.9. Vendor is licensed to provide all proposed activities.

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

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

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

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

6.11.1. **Definition of High Risk Activities**

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

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

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

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

6.11.2. Department of Justice and FBI fingerprinting and fingerprint clearance must be obtained for all non-District employee chaperones. Chaperones who continue beyond one school year will

need to get fingerprint clearance once every three years from the time they begin chaperoning on after school program trips. Chaperones shall act in accordance with district policies, regulations and school rules. A person who is required to register as a sex offender pursuant to Penal Code 290 shall not serve as a chaperone on any field trip.

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

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

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

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

- Facility
- Program

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

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

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

6.12.3. **Swimming Activities**

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

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

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

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

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

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

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

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

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

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

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

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

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

7. Financial Records. AGENCY agrees and understands that OUSD is responsible for fiduciary and programmatic oversight for the expenditure of the ASESP and 21st CCLC grant funds contracted to AGENCY by OUSD for fiscal year 2012-2013. AGENCY will function as a sub recipient of funding and as such will follow all required fiscal guidelines and meet outlined standards as referenced in applicable Federal and State sub recipient guidelines. AGENCY will ensure that all contracted funds of this MOU are expended as per grant guidelines.

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

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

8. Invoicing

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

8.2. **Unallowable Expenses.** AGENCY may not purchase computers or capital equipment using ASES, 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 2012-13 not to exceed \$82,139.00 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 2012-13 fiscal year to reflect additional changes resulting from such legislation.

11. Conduct of Consultant

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

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

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

11.2.2. **Fingerprinting of Agents.** Current California Department of Justice (CDOJ) fingerprint clearance and FBI fingerprint clearance for each AGENCY agent working with students. AGENCY shall not permit its agents to come into contact with students until CDOJ and FBI clearance is ascertained, and AGENCY shall certify in writing to OUSD that none of its agents who may come into contact with pupils have been convicted of a violent or a serious felony. AGENCY shall further certify that it or its subcontracting agencies have received and reviewed fingerprint results for each of its agents, and Agency or its subcontracting agencies shall request and review subsequent arrest records for all agents who may come into contact with OUSD pupils in providing services to the District under this Agreement.

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

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

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

11.5. **Drug-Free / Smoke Free Policy.** AGENCY understands that OUSD does not permit drugs, alcohol, and/or smoking at any time in any buildings and/or grounds on OUSD property. AGENCY agrees to adhere to this policy for its students, staff, visitors, employees and or subcontractors.

11.6. **Anti-Discrimination.** Consistent with the policy of OUSD in connection with all work performed under Contracts, AGENCY shall not engage in unlawful discrimination in employment on the basis of actual or perceived race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex or sexual orientation. AGENCY agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and OUSD policy. In addition, AGENCY agrees to require like compliance by all its subcontractor(s).

12. **Indemnification.** AGENCY shall indemnify, hold harmless and defend OUSD and each of its officers, officials, employees, volunteers and agents from any loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at

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

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

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

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

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

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

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

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

16. **Counterparts.** This MOU and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

17. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:** The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals: Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, verifies that this vendor does not appear on the Excluded Parties List. (<https://www.epls.gov/epls/search.do>)

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

OAKLAND UNIFIED SCHOOL DISTRICT

[Signature] 10/10/12
Date

President, Board of Education

Superintendent

[Signature] 10/10/12
Date

Secretary,
Board of Education

[Signature] 9/27/2012
Date

Associate Superintendent
Family, School, and Community Partnerships Dept.

[Signature] 8-15-12
Date

Principal

[Signature] 8-15-12
Date

Regional Executive Officer

AGENCY

[Signature] 8/22/12
Date

Agency Director Signature

Josefina Alvarado Mora, CEO
Print Name, Title

Attachments:

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

MOU template approved by Legal May, 2012

LEGISLATIVE FILE

File ID No. 12-2576
Introduction Date 10/10/12
Enactment No. 12-2493
Enactment Date 10/10/12

OAKLAND UNIFIED SCHOOL DISTRICT
Office of General Counsel
APPROVED FOR FORM & SUBSTANCE

By: [Signature]
Attorney at Law

Exhibit A

ATTENDANCE REPORTING SCHEDULE

Oakland Unified School District After School Programs Attendance Reporting Schedule	
Monthly Attendance Period	Deadline to Input Attendance Data into Cityspan
July 1 – July 31, 2012	August 6, 2012
August 1 - August 30, 2012	September 4, 2012
September 1-30, 2012	October 1, 2012
October 1-30, 2012	November 5, 2012
November 1-30, 20112	December 3, 2012
December 1-31, 2012	January 7, 2013
January 1-31, 2013	February 4, 2013
February 1-28, 2013	March 4, 2013
March 1-31, 2013	April 2, 2013
April 1-30, 2013	May 6, 2013
May 1-31, 2013	June 3, 2013
June 1-30, 2013	July 1, 2013

Exhibit B

ASES AND 21ST CCLC AFTER SCHOOL PROGRAM PLAN
AND AFTER SCHOOL BUDGET PLANNING SPREADSHEET

(Template distributed separately)

INSERT HERE

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

PARENT PERMISSION AND STUDENT INFORMATION - ELEMENTARY AND MIDDLE SCHOOLS

I give my child permission to participate in the 2012-13 _____ After School Program.

Name of School: 232/Coliseum College Prep Academy

Student's Name	Grade	Date of Birth
Parent/Guardian Name (Please print)	Signature	Today's Date
Home Address	City	Zip
Home Phone	Work Phone	Cell Phone

EMERGENCY CONTACT INFORMATION

In case of emergency please contact:

Name	Relationship	Phone: work/home/cell
------	--------------	-----------------------

Does your child have health coverage? _____ Yes _____ No

Name of Medical Insurance	Policy/ Insurance #	Primary Insured's Name
---------------------------	---------------------	------------------------

Medical History that may be of importance	Medication Student is taking
---	------------------------------

_____ List any Allergies _____

Name of Child's Doctor	Telephone
------------------------	-----------

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

Parent/Guardian Name	Signature	Date
----------------------	-----------	------

RELEASE OF LIABILITY

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

Parent/Guardian Signature: _____ Date _____

STUDENT RELEASE/ PICK UP POLICY

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

Parent/Guardian Signature: _____ Date _____

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

_____	_____
Name/Relationship	Phone Numbers: Home/Work/Cell
_____	_____
Name/Relationship	Phone Numbers: Home/Work/Cell

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

PERMISSION TO EVALUATE PROGRAMS AND TRACK STUDENT PROGRESS

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

Parent/Guardian Signature: _____ Date _____

PHOTO/VIDEO RELEASE

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

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

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

Parent/Guardian Signature: _____ Date _____

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

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

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

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

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

School Site: _____

Name of Program: _____

Name of Student: _____

Grade: _____

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

(please check reason)

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

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

Parent/Guardian Signature: _____ Date _____

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

FOR STUDENTS AGES ___ AND OLDER ONLY

School Site: _____

Name of Student: _____

Grade: _____

Date of Birth of Student: _____

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

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

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

Parent/Guardian Signature: _____ Date _____

Exhibit D

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

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

Contact Information:

Site Name	232/Coliseum College Prep Academy	Lead Agency Name	Safe Passages
Name of Contact Person		Email	
Telephone		Fax	

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

- Fall Semester – 8/27/12 to 1/25/13
- Spring Semester – 1/28/13 to 6/13/13
- Summer Program (Specify dates: _____ to _____)

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

Site Coordinator Signature _____ Date _____

Lead Agency Director Signature _____ Date _____

Site Administrator Signature _____ Date _____

Exhibit E

EAST BAY REGIONAL PARK DISTRICT

WAIVER AND RELEASE OF LIABILITY AND INDEMNITY AGREEMENT

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

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

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

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

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

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

Participant's Name _____
(Print)

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

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

EBRPD Waiver - Sworn List
Rev. 2009



Exhibit F

**INVOICING AND STAFF QUALIFICATIONS FORM
2012-13**

Basic Directions

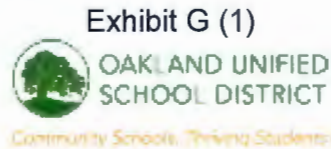
Complete the chart below for each subcontractor and attach with Lead Agency monthly invoices.

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

Agency Information

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

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



PROCEDURE FOR INVOICING

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

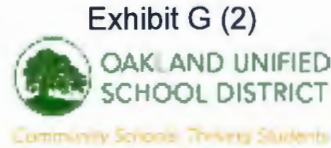
The following procedures are required in submitting invoices that utilize 21st Century and/or ASES funding:

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

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

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

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



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

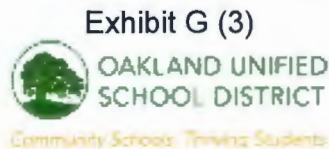
The following procedures are required in submitting fiscal forms for Paid Inservice/Extended Time for OUSD employees utilizing 21st Century and/or ASES funding:

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 Oakland SUCCESS After School Programs Office — All 21st Century and/or ASES Paid Inservice/Extended Contracts and Time Sheets must be submitted to the OUSD After School Programs Office in order to be processed and paid. We are located at 495 Jones Avenue, in the Brookfield Annex.
- ◆ **Union Contract rate for teachers is \$23.16/hr.**
- ◆ **Union Contract rate for Academic Liaisons is \$30.12/hr.**
- ◆ Once the Paid Inservice form or Request for Extended Contract has been submitted and approved, only timesheets are required to be submitted for subsequent payments.

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

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



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

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

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

- ◆ Complete "Combined ET/OT/CT and Move-Up/Acting Time Report", using appropriate Budget Org Key
- ◆ Have Employee Sign Form
- ◆ Have Site Coordinator Sign Form
- ◆ Have Principal Approve and Sign Form
- ◆ All Custodial ET/OT forms must be submitted to Custodial Services at 900 High Street.
- ◆ All SSO ET/OT forms must be submitted to Mynette Theard in the SSO Office at 1011 Union St.
- ◆ Any other ET/OT forms for 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 495 Jones Avenue, in the Brookfield Annex.
- ◆ *Rate varies depending on employee's hourly rate*

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

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

Exhibit H

CERTIFICATES OF INSURANCE AND ADDITIONAL INSURED ENDORSEMENT

INSERT HERE

Exhibit I

STATEMENT OF QUALIFICATIONS

INSERT HERE

AFTER SCHOOL BUDGET PLANNING SPREADSHEET

ELEMENTARY & MIDDLE SCHOOLS 03.2012

Site Name:	Havenscourt		ASES		OFCY	Program Fees (if applicable)	Other Lead Agency Funds
Site #:			Resource 6010, Program 1553				
Average # of students to be served daily (ADA):	%	OUUSD	Lead Agency	Grantee	Lead Agency		Lead Agency
TOTAL GRANT AWARD		\$150,000		\$120,177	\$0	\$0	\$18,592
CENTRAL COSTS: INDIRECT, ADMIN, EVAL, PD, CUSTODIAL, SUPPLIES							
OUUSD Indirect (4.25%)		\$6,115					
OUUSD ASPO admin, evaluation, and training/technical assistance costs		\$9,413					
Custodial Staffing		\$4,935					
Custodial Supplies		\$672					
TOTAL SITE ALLOCATION		\$128,864					
CERTIFICATED PERSONNEL							
1120 Academic Liaison REQUIRED		\$2,000				\$0	
1120 Certificated Teacher Extended Contracts 4 @ 23.16 per hr x 1 hr per day x 144 days		\$13,340				\$0	
						\$0	
Total certificated		\$15,340				\$0	
CLASSIFIED PERSONNEL							
2205 Site Coordinator (list here, if district employee)		\$0	\$0	\$0		\$0	\$0
2220 SSO		\$7,000				\$0	
Director of Extended Learning				\$13,200			
		\$0					
Total classified		\$7,000	\$0	\$13,200		\$0	\$0
BENEFITS							
3000's Employee Benefits for Additional Time (20% of total salaries paid as extended contracts or overtime)		\$2,668					
3000's Employee Benefits for Salaried Employees (40%)		\$2,800					
3000's Lead Agency benefits			\$12,773	\$5,148			
Total benefits		\$5,468	\$12,773	\$5,148		\$0	\$0
BOOKS AND SUPPLIES							
4310 Supplies (OUUSD only, except for Summer Supplemental)		\$0		\$2,096		\$0	\$0
4310 Curriculum (OUUSD only)		\$0				\$0	\$0
5829 Field Trips & Special Events		\$0		\$2,000		\$0	\$0
4420 Equipment (OUUSD only)		\$0				\$0	\$0
League Fees & Uniforms				\$1,800			
Total books and supplies		\$0	\$0	\$5,896		\$0	\$0
CONTRACTED SERVICES							

2012-2013 Elementary/Middle School After School Program Budget

5825	Site Coordinator			\$32,750				
5825	Program Assistant \$25 per hr x 5 hours per day x 185 days				\$23,125			
5825	Academic Mentors 3 @ \$22 1 @ \$25 per hour x 2hrs per day x 144 days.			\$32,544				
5825	Friday Enrichment Providers 6 @ \$22 per hour x 3 hours per day x 34 days				\$13,464			
5825	Enrichment Providers 4 @ \$22 per hour x 2 hours per day x 144 days				\$25,344			
5825	Literacy Intervention				\$4,000			
5825	Bike Club							\$4,500
5825	Girls Inc				\$18,000			
	Total services		\$0	\$65,294	\$83,933	\$0	\$0	\$4,500

IN-KIND DIRECT SERVICES

	AmeriCorps Targeted Academic Intervention 1 to 5 ratio 3 members 2 hr per day x 144 days					\$0	\$9,072
	Professional Development (172 hrs x \$35 pr hr)					\$0	\$6,020
	Curriculum Support						\$3,500
	Total value of in-kind direct services					\$0	\$18,592

LEAD AGENCY ADMINISTRATIVE COSTS

	Lead Agency admin (4% max of total contracted \$)			\$3,200	\$12,000		\$0
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SUBTOTALS

	Subtotals DIRECT SERVICE	73	\$30,739	\$78,067	\$108,177	\$0	\$0	\$23,092
	Subtotals Admin/Indirect	15	\$18,204	\$4,072	\$12,000	\$0		\$0

TOTALS



	Total budgeted per column		\$48,944	\$82,139	\$120,177	\$0	\$0	\$23,092
	Total BUDGETED	87	\$131,082		\$120,177	\$0	\$0	\$23,092
	BALANCE remaining to allocate		\$18,918	\$0				
	TOTAL GRANT AWARD/ALLOCATION TO SITE		\$150,000	\$120,177				

ASES MATCH REQUIREMENT:

ASES requires a 3:1 match for every grant award dollar awarded.

Total Match amount required for this grant:	50,000
Facilities count toward 25% of this match requirement:	12,500
Remaining match amount required:	37,500
Match should be met by combined OFCY funds, other site funds, private dollars, and in-kind resources. This total equals:	120,177
Total Match amount left to meet:	-82,677

Required Signatures for Budget Approval:

Principal:	
Lead Agency:	

for Josefina Alvarado Mena CEO

**OUSD After School Programs
Comprehensive After School Program Plan
Elementary & Middle Schools
2012 - 2013**

SECTION 1: School Site Information

School Site: Coliseum College Preparatory Academy

Date:

6/8/12

Principal Signature:

Lead Agency Signature:

After School Site Coordinator Name: Gary Owens

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

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

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

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

1. Students who participate in the ASP will improve their academic skills. The ASP will track and monitor the academic progress of enrolled students. Data will be used to monitor the effectiveness and continuously

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

1. Students who participate in the ASP will improve and strengthen their academic skills. The ASP will track and monitor the academic progress of enrolled students. Data will be used to monitor the effectiveness and continuously improve programming.
2. The ASP will provide innovative and engaging enrichment activities that will support the academic, social, and emotional development of program participants.
3. The ASP will create a space for students to develop caring, supportive relationships with adults and their peers.
4. The ASP will develop a strong collaborative partnership between the lead agency, ASP providers, parents, and school site staff to ensure the program maintains a consistent high quality program that is aligned with the traditional school day and supports the development of participants.

SECTION 3: OUSD Strategic Questions

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

Strategic Questions/Desired Outcomes	Strategic Activities:	Outcomes of Strategic Activities:	Data used to assess the strategic activities:
<i>As a result of our ASP efforts...</i>	<i>What after school strategic activities will support the desired outcomes?</i>	What short-term outcomes will you expect from your efforts by the end of the school year?	<i>What data will be collected to measure these outcomes?</i>
High School Graduation: How many more Oakland children are graduating from high school?	The after school program at Coliseum College Preparatory Academy led by Safe Passages, will include an academic component every day throughout the school year. The academic component will run for approximately 60 minutes each day providing students with academic support that is equivalent to 27.5 additional	<ul style="list-style-type: none"> • 85% of program participants will demonstrate an increase in understanding of core content subjects, measured through increase in GPA, mastery of grade level benchmarks, and CST scores. 	The following data will be collected to measure the outcomes of the strategic, student GPA, fall and spring benchmark data, CST, scores, and survey results.

	<p>school days. The following activities will prepare students for the successful transition to high school and will foster a love of learning that will support their college and career goals beyond high school.</p> <ul style="list-style-type: none"> • Academic skill building activities that reinforce grade level Math & ELA content standards introduced during the traditional school day. Students will be grouped by grade level these activities will be staffed at 1/18 adult student ratio. • Students with below a 2.5 GPA and students who score below or far below basic on the CST will receive additional instruction in core content areas. Students will be grouped by grade level these activities will be staffed at 1/5 adult student ratio. • ELL students will work with an academic mentor to develop English Language skills. Students will be grouped by grade level these activities will be staffed at 1/10 adult student ratio. • Family engagement activities include, parent 	<ul style="list-style-type: none"> • 85% of program participants will demonstrate increased school engagement as measured by student, parent, and teacher year-end surveys. • 85 % of program participants classified as English Language Learners will demonstrate an increase/improvement in vocabulary development and reading comprehension which is a common indicator linked to successful completion of the CAHSEE required for high school graduation. • 85 % of families will report in year-end surveys that they have increased understanding of how to support their child's learning and progress toward high school graduation. • 85% of Teacher and Principal year-end survey results will indicate that the after school program supports school goals and student achievement. 	
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	<p>workshops, adult education opportunities, family nights, student showcases, and performances.</p> <ul style="list-style-type: none"> • Monthly collaborative meetings between lead agency and school leadership to co-develop after school programming that is aligned with the regular school day program and supports school goals for student achievement. • Regular monitoring of academic performance of program participants by Site Coordinator and Academic Liaison; development of targeted academic support activities to support student skill-building. • Engaging project-based learning and skill building activities such as music and video production, drama/performing arts, STEM activities, and student leadership. 		
<p>Satisfactory School Day Attendance: How many more Oakland children are attending school 95% or more?</p>	<ul style="list-style-type: none"> • Ongoing monitoring of school day attendance data for all after school participants. Ongoing with parent/guardians regarding regular absences. 	<ul style="list-style-type: none"> • Program participants will demonstrate increased school engagement as measured by student, parent, and teacher year-end surveys. • The after school coordinator will 	<p>School day and after school program attendance reports will be collected and reviewed to monitor satisfactory school day attendance outcomes.</p>

	<ul style="list-style-type: none"> • Mentoring to students regarding the importance of attending school daily. • Monthly attendance achievement awards and incentives to after school participants who attend school 95% or more. 	participate in SARB, SART, and SST meetings for program participants.	
Job Skills/Career readiness: How many more students have meaningful internships and/or paying jobs?	<ul style="list-style-type: none"> • Program participants will have the opportunity to plan and facilitate leadership activities and positive school climate activities. Leadership students will receive a student stipend. • Program participants will have the opportunity to participate in skill-building enrichment activities that will foster habits of career readiness, including public speaking, punctuality, teamwork, and goal setting. • Career preparation through technology skill building and instruction. 	<ul style="list-style-type: none"> • Program participants will receive information regarding career opportunities related to the activities they participate in as well as information regarding the educational pathways/qualifications related to those careers. 	Program attendance and participant survey data will be used to measure these outcomes.
Health and Well-being: How many more Oakland children have access to, and use, the health services they need?	One of the key elements of the Safe Passages Middle School Strategy is the institutionalization of a Coordination of Services Team (COST) that meets weekly to discuss student referrals and allocate appropriate school and community based services including behavior health,	<ul style="list-style-type: none"> • After school site coordinator will participate in the weekly site based COST meetings. • Participating students and their families will receive information on site based 	

	<p>physical health, and dental health. The team consists of the Site Coordinator, who convenes the COST, a licensed mental health therapist, a clinical case manager, a site administrator, the After School Coordinator, Academic Liaison and teachers. A Safe Passages School Linked Services Senior Policy Associate provides on-going technical assistance and training to support the COST process. The COST process has been implemented at the Coliseum College Preparatory Academy campus for the past 13 years.</p>	<p>and community based health services.</p>	
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SECTION 4: Program Model and Lead Agency Selection

For 2012-2013, my site will operate the following program model:

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

Description and Rationale for Selection of Lead Agency

Describe how the selected Lead Agency partner will support the school's plans for Full Service Community School development. Note: If school is managing program, site is considered to be the Lead Agency. In this case, describe how the hired After School Site Coordinator will support school plans for FSCS development.)

Safe Passages has a long history in Oakland of developing, implementing and evaluating effective best practices prevention and intervention strategies for children and youth. Now in its 13th year, Safe Passages is an unprecedented partnership of city government, the County of Alameda, school districts, philanthropy, and a variety of community-based organizations **committed to advocating for and targeting resources for vulnerable populations**. The current strategies/initiatives include a Middle School Strategy, which is implemented across 11 middle school sites in Oakland, including the Coliseum College Preparatory Academy campus.

As the lead agency for that strategy, Safe Passages has designed, managed and provided technical assistance to school sites, including Coliseum College Preparatory Academy, through the School Linked Services Middle School Strategy for over a decade. In addition, Safe Passages has managed funding from a variety of sources and leveraged millions of dollars in resources from its public systems partners to support the target school sites.

The Safe Passages Middle School Strategy developed in collaboration with principals, families, public agencies and community based partners, aims to create safe and supportive school environments and reduce the number of suspensions, particularly suspensions due to violence. The strategy includes a violence prevention curriculum, school-based mental health counseling, suspension alternatives, case management, parental involvement, and after school programs.

SECTION 5: ATTENDANCE, PROGRAM DATES, AND PROGRAM SCHEDULE

In order to remain in compliance and meet minimum funding requirements, the after school program must commence immediately upon the conclusion of the regular day and operate at least until 3pm on every regular school day for elementary and middle schools. (E.S. 3436)

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

Required # of Program Days your program will operate during School Year 2012-2013:	180 days required*
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Projected Daily Attendance during School Year 2012-2013:	120
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Program Schedule

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

* CDE allows programs to close for a maximum of 3 of these days during the school year for professional development.

Program Schedule

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

** CDE allows programs to close for a maximum of 3 of these days during the school year for professional development.*

SECTION 5: Academics

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

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

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

Academic activities should be aligned with school goals and support specific student achievement needs defined by the school.

Activities should be based on sound instructional strategies aligned with the regular school day program.

	Target Population	Academic Support (choose one)	CSSSP goal(s) or school need supported by activity	Measurable Outcomes	Description of program/activity	Instructional Strategies
1	All Students	<input checked="" type="checkbox"/> Homework Support <input type="checkbox"/> Tutoring <input type="checkbox"/> Skill Building <input type="checkbox"/> Academic Intervntn <input type="checkbox"/> Other	This activity supports academic achievement through skill building activities that reinforce concepts introduced during the school day	Increase in homework completion	Support with assigned homework and skill building activities that reinforce grade level Math & ELA content standards	Students will be grouped by grade level. 1/18 adult student ratio
2	All Students	<input type="checkbox"/> Homework Support <input type="checkbox"/> Tutoring <input checked="" type="checkbox"/> Skill Building <input type="checkbox"/> Academic Intervntn <input type="checkbox"/> Other	This activity supports academic achievement through skill building activities	Increase in student understanding of core content subjects, GPA, and CST scores	Students will receive instruction in core content areas	Students will be grouped by grade level. 1/18 adult student ratio
3	All Students	<input type="checkbox"/> Homework Support <input checked="" type="checkbox"/> Tutoring <input type="checkbox"/> Skill Building <input type="checkbox"/> Academic Intervntn <input type="checkbox"/> Other	This activity supports Academic Achievement through individualized support	Increase in student understanding, GPA, CST scores, and academic confidence	Skill building activities that reinforce grade level Math & ELA content standards	Students will be grouped by grade level. 1/18 adult student ratio
4	Students with below a 2.5 GPA and students who score below or	<input type="checkbox"/> Homework Support <input type="checkbox"/> Tutoring <input type="checkbox"/> Skill Building <input checked="" type="checkbox"/> Academic Intervntn <input type="checkbox"/> Other	This activity supports Academic Achievement	Increase in student understanding, GPA, CST scores, and academic confidence	Students with below a 2.5 GPA and students who score below or far below basic on the CST will receive additional instruction in core	Students will be Grouped by grade level and content area focus 1/5 adult student ratio

	far below basic on the CST				content areas (1:5 ratio)	
5	English Language Learners	<input type="checkbox"/> Homework Support <input type="checkbox"/> Tutoring <input type="checkbox"/> Skill Building <input type="checkbox"/> Academic Intervntn <input checked="" type="checkbox"/> Other	This activity supports Academic Achievement	Increase in vocabulary development	ELL students will work with the ELL school day teacher and at least one academic mentor to develop English Language skills	1/10 adult student ratio

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 mentally and creatively build skills that support students' success in school and in life. Enrichment activities often support school goals for health and wellness, positive school climate, arts learning, and student engagement.

Type of Enrichment	Rationale	CSSSP goal(s) or school need supported by activity	Brief Description	Targeted Skills	Measurable Outcome
Sports & Fitness	<input checked="" type="checkbox"/> Student Identified <input checked="" type="checkbox"/> School Identified <input checked="" type="checkbox"/> Parent Identified <input type="checkbox"/> Other (specify)	This activity will support the health and wellness of students as well as the development of pro social skills	Students will have the opportunity to participate in non-competitive sports, seasonal team sports, and tournaments	<input checked="" type="checkbox"/> Conflict Resolution <input checked="" type="checkbox"/> Social Skills <input type="checkbox"/> Leadership <input type="checkbox"/> Academic (specify) <input checked="" type="checkbox"/> Health/Fitness <input type="checkbox"/> Other (specify)	Students will engage in at least 45 minutes of physical activity
Sports & Fitness Girls	<input checked="" type="checkbox"/> Student Identified <input checked="" type="checkbox"/> School Identified <input checked="" type="checkbox"/> Parent Identified <input type="checkbox"/> Other (specify)	This activity will support the health and wellness of students as well as the development of pro social skills	Students will have the opportunity to participate in non-competitive sports, seasonal team sports, and tournaments	<input checked="" type="checkbox"/> Conflict Resolution <input checked="" type="checkbox"/> Social Skills <input type="checkbox"/> Leadership <input type="checkbox"/> Academic (specify) <input checked="" type="checkbox"/> Health/Fitness <input type="checkbox"/> Other (specify)	Students will engage in at least 45 minutes of physical activity
Soccer	<input checked="" type="checkbox"/> Student Identified <input checked="" type="checkbox"/> School Identified <input checked="" type="checkbox"/> Parent Identified <input type="checkbox"/> Other (specify)	This activity will support the health and wellness of students as well as the development of pro social skills	Students will have the opportunity to participate in soccer programming	<input type="checkbox"/> Conflict Resolution <input checked="" type="checkbox"/> Social Skills <input type="checkbox"/> Leadership <input type="checkbox"/> Academic (specify) <input checked="" type="checkbox"/> Health/Fitness	Students will engage in at least 45 minutes of physical activity

				<input type="checkbox"/> Other (specify) <input type="checkbox"/> Conflict Resolution <input checked="" type="checkbox"/> Social Skills <input type="checkbox"/> Leadership <input type="checkbox"/> Academic (specify) <input checked="" type="checkbox"/> Health/Fitness <input type="checkbox"/> Other (specify)	
Bike Club	<input checked="" type="checkbox"/> Student Identified <input checked="" type="checkbox"/> School Identified <input type="checkbox"/> Parent Identified <input type="checkbox"/> Other (specify)	This activity will support the health and wellness of students	Students will have the opportunity to participate in Bike Club and will learn bike safety, mechanics, and repair		Increased ability to communicate what they have learned and the mechanics of how a bike operates
Urban Arts	<input checked="" type="checkbox"/> Student Identified <input checked="" type="checkbox"/> School Identified <input type="checkbox"/> Parent Identified <input type="checkbox"/> Other (specify)	Students will be exposed to a variety of enrichment activities that will give the opportunity to creatively express themselves	Students will have the opportunity to participate in visual arts programming	<input type="checkbox"/> Conflict Resolution <input checked="" type="checkbox"/> Social Skills <input type="checkbox"/> Leadership <input type="checkbox"/> Academic (specify) <input type="checkbox"/> Health/Fitness <input type="checkbox"/> Other (specify)	Increased exposure to visual arts programming

SECTION 9: Chronic Absence Action Plan

Improving school day attendance for all students and reducing chronic absenteeism is one of the key GUSD 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 80% or less of required days are considered chronically absent. Students whose attendance falls in the "grey zone" between 80% - 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.	The after school coordinator will participate in the weekly Coordination of Services Team Meeting (COST). One of the key strategies to address the needs of students who are referred to COST for attendance issues is to refer them to the ASP as tool for engaging students in their school community, academic goals, and for developing positive relationships with their peers and caring adults.
b) Inform parents about the importance of attendance and encourage parents to help each other get their students to class.	Ongoing monitoring of school day attendance data for all after school participants; parent communication regarding regular absences.
c) Track students with poor program attendance and reach out to find out why and how attendance could be improved.	Ongoing monitoring of program attendance data for all after school participants and ongoing parent/family communication regarding regular absences.
d) Celebrate good attendance and/or offer meaningful incentives to attract and reward students for attending our program.	Monthly attendance achievement awards and incentives to after school participants who attend school 95% or more.

Section II: Coordination of After School Program	
<p>The after school Site Coordinator or Director will actively participate in which of the following school group(s), in order to increase alignment between after school and school day efforts?</p>	<ul style="list-style-type: none"> <input checked="" type="checkbox"/> COST team (Coordination of Services Team) <input checked="" type="checkbox"/> SST (Student Study Team) <input type="checkbox"/> SSC (School Site Council) <input type="checkbox"/> ELT (Educational Leadership Team) <input checked="" type="checkbox"/> PTA <input type="checkbox"/> Attendance Team/Workgroup <input type="checkbox"/> CSSSP (Community School Strategic Site Planning) team <input checked="" type="checkbox"/> School Culture/Climate Committee <input type="checkbox"/> Other (specify)
<p>List key community partners whom you will actively collaborate with to accomplish the goals of your program.</p>	<p>The After School Program will actively collaborate with the school site leadership team, teachers, students, parents, OUSD central office staff, and the Oakland Fund for Children and Youth.</p>
<p>Identify other service providers and support personnel at your school (ie. school psychologist, School Based Health Center staff, counselor, mental health therapist, school nurse, parent liaison, etc.) whom you will actively collaborate with to accomplish the goals of your program.</p>	<p>The After School Program will actively collaborate with the principals, teachers and members of COST which consists of the Site Coordinator, who convenes the COST, a licensed mental health therapist, a clinical case manager, a site administrator, the After School Coordinator, Academic Liaison and teachers to accomplish the goals of the program.</p>

2012-13 After School Enrollment Policy for Coliseum College Preparatory Academy School

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

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

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

Target Population(s)	Specific Data to Inform Selection of Program Participants	(High School Only) Indicate if participation is <i>Optional</i> or <i>Mandatory</i> for each target population
English Language Learners	CELDT	
Students who scored BB or FBB the most recent CST.	CST Scores	
Students who earned below a 2.5 AGPA during the previous marking period	Student data in Aeries	

Grade levels prioritized for programming:

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 2012. Indicate how families will be notified of 2012-13 enrollment before the last day of school, June 16, 2012.)

Timeline	After School Enrollment Steps/Process	Individual(s) responsible
May 2012	11-12 participants will have the opportunity to re-enroll.	After School Coordinator, after school staff, school site staff, and parents.
Spring & Summer 2012	Outreach and enrollment of new students and rising 6 th graders during summer school, summer mailings, and orientation events.	After School Coordinator, after school staff, school site staff, and parents.
August 2012	Mandatory Back to School registration.	After School Coordinator, after school staff, school site staff, and parents.

Important dates to include in your timeline:

- April – June: Spring enrollment for 2012-13 programs.
- Families will be notified of 2011-12 after school enrollment before the last day of school, June 16, 2012.
- 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, 2012.
- All programs must maintain waitlists after program slots are filled.

Principal Signature:

Lead Agency Signature:

students beginning in Spring 2012. Indicate how families will be notified of 2012-13 enrollment before the last day of school, June 16, 2012.)

Timeline	After School Enrollment Steps/Process	Individual(s) responsible
May 2012	11-12 participants will have the opportunity to re-enroll.	After School Coordinator, after school staff, school site staff, and parents.
Spring & Summer 2012	Outreach and enrollment of new students and rising 6 th graders during summer school, summer mailings, and orientation events.	After School Coordinator, after school staff, school site staff, and parents.
August 2012	Mandatory Back to School registration.	After School Coordinator, after school staff, school site staff, and parents.

Important dates to include in your timeline:

- April – June: Spring enrollment for 2012-13 programs. **Schools that are receiving students from School Closures must also outreach to these new families in the Spring, so that they also have a fair chance to participate in the After School program at their new school.**
- Families will be notified of 2012-13 after school enrollment before the last day of school, June 15, 2012.
- 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, 2012.
- All programs must maintain waitlists after program slots are filled.

Principal Signature:

Lead Agency Signature:

2012-13 Assurances for Grant Compliance and After School Alignment with School Day

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

Principal initials	Lead Agency initials	2012 – 13 Assurances for Grant Compliance and After School Alignment with School Day
JBR	KS	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.
JBR	KS	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.
JBR	KS	Site Administrator will meet regularly with Site Coordinator to ensure program is meeting identified goals.
JBR	KS	Site will share student outcome data to better refine program (Attendance data, EduSoft, Report Cards, IEP's, etc).
JBR	KS	Site Administrator and lead agency rep/site coordinator have reviewed the Academic Liaison role description. Site will identify a certificated, qualified individual to serve as the program's Academic Liaison and to fulfill all responsibilities outlined in the role description.
JBR	KS	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.
JBR	KS	Site will invite Site Coordinator to participate on SSC, COST, SST, and CSSSP team to ensure coordination of services.
JBR	KS	Site will coordinate the use of facilities and site level resources in support of program goals.
JBR	KS	Site will provide Site Coordinator with office space that includes access to internet and phone.

Principal Signature:

Lead Agency Signature:

After School Safety and Emergency Planning for 2012-13

After School Safety and Emergency Planning

A) Will the site have an Emergency Plan that incorporates the After School Program?

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.

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

Yes No

Facility Keys

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

Yes No

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

SSO Staffing: (check one)

Site has a school day SSO who can accommodate after school related work as part of their regular salary.

Site will pay Extended 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:

After School Program Activity Schedule Worksheet

CCPA Middle School

Time Blocks: [TIME]	Monday		Tuesday		Wednesday		Thursday		Time Blocks	Friday	
	Activity	Provider	Activity	Provider	Activity	Provider	Activity	Provider		Activity	Provider
3:00-4:00	Elev8 Academic Intervention	Cert Teachers	Elev8 Academic Intervention	Cert Teachers	Girls Inc Academics	Girls Inc Staff	Elev8 Academic Intervention	Cert Teachers	1:30-2:30	Elev8 Academic Intervention	Safe Passages
	Academic Support	Cert Teachers	Academic Support	Cert Teachers	Academic Mentors	Safe Passages	Academic Support	Cert Teachers		Cooking	Safe Passages
	Girls Inc Academics	Girls Inc Staff	Girls Inc Academics	Girls Inc Staff	Targeted Intervention	Safe Passages/AmeriCorps	Girls Inc HWK Club	Girls Inc Staff		Girls Inc Enrichment	Girls Inc Staff
	Academic Mentors	Safe Passages	Academic Mentors	Safe Passages	Elev8 Academics	Cert Teachers	Academic Mentors	Safe Passages		Visual Arts	Safe Passages
	Targeted Intervention	Safe Passages/AmeriCorps	Targeted Intervention	Safe Passages/AmeriCorps	Academic Support	Cert Teachers	Targeted Intervention	Safe Passages/AmeriCorps		Targeted Intervention	Safe Passages/AmeriCorps
4:15-4:30	Snack	All	Snack	All	Snack	All	Snack	All	2:30-2:45	Snack	All
4:30-5:45	Sports & Fitness	Safe Passages	Sports & Fitness	Safe Passages	Sports & Fitness	Safe Passages	Sports & Fitness	Safe Passages	2:45-3:45	Sports & Fitness	Safe Passages
	Girls Inc Enrichment	Girls Inc Staff	Girls Inc Enrichment	Girls Inc Staff	Girls Inc Enrichment	Girls Inc Staff	Girls Inc. Enrichment	Girls Inc Staff		Girls Inc Enrichment	Girls Inc Staff
	Competitive Sports practice	Safe Passages	Competitive Sports practice	Safe Passages	Competitive Sports practice	Safe Passages	Competitive Sports practice	Safe Passages		Soccer	Safe Passages
	Visual Arts	Safe Passages	Visual Arts	Safe Passages	Visual Arts	Safe Passages	Visual Arts	Safe Passages		Visual Arts	Safe Passages
	Performing Arts	Safe Passages	Sports & Fitness Girls	Safe Passages	Performing Arts	Safe Passages	Sports & Fitness Girls	Safe Passages		Restorative Justice	TBD
			Urban Arts	Safe Passages	Urban Arts	Safe Passages	Urban Arts	Safe Passages		Teens on Target	Teens on Target
	Urban Arts	Safe Passages	Performing Arts	Safe Passages	Cooking	Safe Passages	Performing Arts Dance	Safe Passages			
		Bike Club 3 8wk sessions	Cycles of Change			Bike Club 3 8wk sessions	Cycles of Change				
Homework Club 5:45-6:00	All Staff	All Staff	All Staff	All Staff	All Staff	All Staff	All Staff	All Staff	Open Gym 3:45-6:00	All Staff	All Staff

EPLS

Excluded Parties List System

**Search Results Excluded By
Firm, Entity, or Vessel : Safe Passages
as of 21-Sep-2012 4:03 PM EDT**

Your search returned no results.



MEMORANDUM OF UNDERSTANDING ROUTING FORM 2012-2013

Basic Directions

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

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

Agency Information

Agency Name	Safe Passages	Agency's Contact Person	Josefina Alvarado-Mena
Street Address	250 Frank H. Ogawa Plaza, Ste. 6306	Title	Executive Director
City	Oakland	Telephone	(510) 238-6368
State	CA	Zip Code	94612
		Email	jalvarado@oaklandnet.com
OUSD Vendor Number	V056292		
Attachments	<input checked="" type="checkbox"/> Proof of general liability and workers' compensation insurance <input checked="" type="checkbox"/> Statement of qualifications <input checked="" type="checkbox"/> Program Planning Tool and Budget <input checked="" type="checkbox"/> Printout showing this vendor does not appear on the Excluded Parties List. (www.epls.gov/epls/search.do)		

Compensation and Terms – Must be within OUSD Billing Guidelines

Anticipated Start Date	07/01/2012	Date work will end	08/31/2013	Total Contract Amount Grant: \$82,139	\$82,139.00
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Budget Information

Resource #	Resource Name	Org Key #	Object Code	Amount	Req. #
6010	ASES	2321553401	5825	\$82,139.00	R0304881
			5825	\$	
			5825	\$	
			5825	\$	

OUSD Contract Originator Information

Name of OUSD Contact	Renee McMearn	Email	Renee.McMearn @ousd.k12.ca.us		
Telephone	(510) 568-1022	Fax	(510) 639-3335		
Site/Dept. Name	232	232/Coliseum College Prep Academy	After School Program Enrollment Grades	6th	through 8th

Approval and Routing (in order of approval steps)

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

OUSD Administrator verifies that this vendor does not appear on the Excluded Parties List (<https://www.epls.gov/epls/search.do>)

Please sign under the appropriate column.	Approved	Denied – Reason	Date
1. Site Administrator			
2. Oakland After School Programs Office			8-14-12
3. Network or Executive Officer			8-15-12
4. Cabinet (CAO, CCO, CFO, CSO, Asst Sup)			9-24-12
5. Board of Education or Superintendent			9-24-12
Procurement	Date Received		