

Board Office Use: Legislative File Info.	
File ID Number	12-1145
Introduction Date	5-23-12
Enactment Number	12-1348
Enactment Date	5-23-12 JS



**OAKLAND UNIFIED
SCHOOL DISTRICT**

Community Schools, Thriving Students

Memo

To The Board of Education

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

Board Meeting Date
(To be completed by Procurement)
5-23-12

Subject Memorandum of Understanding Amendment - 1
Oakland Asian Students Education Oakland CA (contractor, City State)
133/Lincoln Elementary School (site/department)

Action Requested Approval of the Amendment to the Memorandum of Understanding between Oakland Unified School District and Oakland Asian Students Educational Service. Services to be primarily provided to 133/Lincoln Elementary School for the period of July 1, 2011 through June 30, 2012.

Background
A one paragraph explanation of why an amendment is needed.
 Oakland Asian Students Educational Services will provide additional services for parent engagement so that they may better support their child's academic success and college and career preparedness. Two family literacy events will be held to increase parents' literacy strategies to support academic learning and to promote literacy at home. Three workshops will be held to provide parents with parenting skills and strategies to support their child's learning. Workshop topics may include strategies to support their child's learning. Workshop topics may include raising resilient children, supporting 5th grade transition, and child development principals.

Discussion
One paragraph summary of the amended scope of work.
 Approval by the Board of Education of Amendment No. 1 to the Memorandum of Understanding (MOU) between District and Oakland Asian Students Educational Services, Oakland, CA, for the latter to provide additional engagement services so that parents may better support their child's academic success and college and career preparedness for the after school program at Lincoln Elementary School for the period of July 1, 2011 through June 30, 2012, in the amount of \$4,000.00, increasing the agreement from \$168,427.00 to a not to exceed amount of \$172,427.00, pursuant to the terms and conditions specified in the MOU.

Recommendation Approval of the Amendment to the Memorandum of Understanding between Oakland Unified School District and Oakland Asian Students Educational Service. Services to be primarily provided to 133/Lincoln Elementary School for the period of July 1, 2011 through June 30, 2012.

Fiscal Impact Funding resource name (please spell out) Prop 49/ASES Grant not to exceed \$ 4,000.00

Attachments

- MOU Amendment
- Copy of original MOU

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File ID Number	12-1145
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OAKLAND UNIFIED SCHOOL DISTRICT

Community Schools, Thriving Students

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

The Oakland Unified School District (OUSD) and Oakland Asian Students Educational (Agency) entered into a Memorandum of Understanding (MOU) on 08/24/2011. The parties agree to amend that Agreement as follows:

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

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

3. **Compensation:** The compensation is unchanged. The compensation has changed.
If the compensation is changed: The MOU price is amended by:
 Increase of \$ 4,000.00 to original MOU amount – Funding Source: Prop 49/ASES Grant
 Decrease of \$ _____ to original MOU amount– Funding Source: _____
The New Cumulative Amount of ISA(s) is not to exceed: One Hundred Seventy Two Thousand, Four Hundred Twenty Seven dollars (\$ 172,427.00).

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

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

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

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

OAKLAND UNIFIED SCHOOL DISTRICT

AGENCY

[Signature]
 President, Board of Education
 Superintendent
[Signature]
Secretary, Board of Education

[Signature]
Date

[Signature]
Date

[Signature]
Contractor Signature
Date 4/27/12
HEATHER NHI CHAN, EXECUTIVE DIRECTOR
Print Name, Title

EXHIBIT "A" Scope of Work

DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

CONTRACTOR's entire Proposal is not made part of this Agreement. [IF A CONTRACTOR PROVIDES AN ACCEPTABLE DESCRIPTION OF SERVICES AS PART OF A PROPOSAL, THAT DESCRIPTION OF SERVICES CAN BE ATTACHED WITHOUT ANY TERMS, CONDITIONS, LIMITATIONS, ETC., FROM THAT PROPOSAL.]

Summary for Board Memo and Board Agenda – Must accurately align with scope of work below.

Approval by the Board of Education of Amendment No. 1 to the Memorandum of Understanding (MOU) between District and Oakland Asian Students Educational Services, Oakland, CA, for the latter to provide additional engagement services so that parents may better support their child's academic success and college and career preparedness for the after school program at Lincoln Elementary School for the period of July 1, 2011 through June 30, 2012, in the amount of \$4,000.00, increasing the agreement from \$168,427.00 to a not to exceed amount of \$172,427.00, pursuant to the terms and conditions specified in the MOU.

SCOPE OF WORK

Oakland Asian Students Educational Service will provide a maximum of _____ hours of services at a rate of \$_____ per hour for a total not to exceed \$4,000.00. Services are anticipated to begin on 07/01/2011 and end on 06/30/2012.

1. Description of Services to be Provided: Provide a description of the service(s) the contractor will provide. Be specific about what service(s) OUSD is purchasing and what *this* Contractor will do.

OASES will provide the following parent engagement services so that parents may better support their child's academic success and college and career preparedness:

- * Two Family Literacy Events: to increase parents' literacy strategies to support their child's academic learning and to promote literacy at home
- * Three Parent Workshops: to provide parents with parenting skills and strategies to support their child's learning. Workshop topics may include raising resilient children, supporting 5th grade transition, and child development principals.

2. Specific Outcomes: What are the expected outcomes from the services of this Contract? Be specific. For example, as a result of the service(s): 1) How many more Oakland children are graduating from high school? 2) How many more Oakland children are attending school 95% or more? 3) How many more students have meaningful internships and/or paying jobs? 4) How many more Oakland children have access to, and use, the health services they need? Provide details of program participation (Students will...) and measurable outcomes (Participants will be able to...). NOT THE GOALS OF THE SITE OR DEPARTMENT.

The outcomes for the services provided include:

- * Parents will gain new skills and strategies to support students' literacy
- * Parents will gain and increase parenting skills to support their child development
- * Students will increase their literacy skills as a result of parents' increased capacity
- * Students will be better prepared for success in college and careers

3. Alignment with District Strategic Plan: Indicate the goals and visions supported by the services of this contract: (Check all that apply.)

- | | |
|---|---|
| <input type="checkbox"/> Ensure a high quality instructional core | <input checked="" type="checkbox"/> Prepare students for success in college and careers |
| <input checked="" type="checkbox"/> Develop social, emotional and physical health | <input type="checkbox"/> Safe, healthy and supportive schools |
| <input type="checkbox"/> Create equitable opportunities for learning | <input type="checkbox"/> Accountable for quality |
| <input type="checkbox"/> High quality and effective instruction | <input checked="" type="checkbox"/> Full service community district |



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06-25-2011

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

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

PRODUCER AUTOMATIC DATA PROCESSING INS AGCY 250717 P: (877) 287-1316 F: (888) 443-6112 PO BOX 33015 SAN ANTONIO TX 78265	CONTACT NAME: PHONE (A/C, No, Ext): (877) 287-1316 FAX (A/C, No): (888) 443-6112	
	E-MAIL ADDRESS: PRODUCER CUSTOMER ID #:	
INSURED OAKLAND ASIAN EDUCATIONAL SERV 196 10TH ST OAKLAND CA 94607	INSURER(S) AFFORDING COVERAGE NAIC #	
	INSURER A : Hartford Fire Ins Co	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	76 WEG LN1357	08/01/2011	08/01/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Those usual to the Insured's Operations.

CERTIFICATE HOLDER

OAKLAND UNIFIED SCHOOL DISTRICT
 1025 2ND AVE
 OAKLAND, CA 94606

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Joe Taylor

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MEMORANDUM OF UNDERSTANDING 2011-1012

AMENDMENT ROUTING FORM

Basic Directions

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

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

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

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

Agency Information

Agency Name	Oakland Asian Students Educational Sr	Agency's Contact Person	Nhi Chau
Street Address	196 - 10th Street	Title	Executive Director
City	Oakland	State	CA
Telephone	(510) 891-9928		
Zip Code	94607	OUSD Vendor Number	1009830
Email	Nhi@oases.org		

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

Compensation – Must be within OUSD Billing Guidelines

Original MOU Amount	\$ 168,427.00	Original PO Number	P1201171
Amended MOU Amount	\$ 4,000.00	New Requisition Number	R0204715
New Total MOU Amount	\$ 172,427.00		

Budget Information

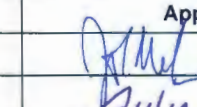
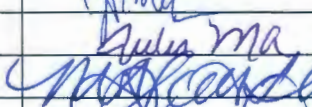
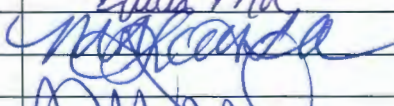
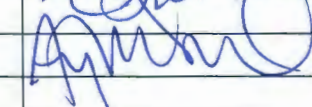
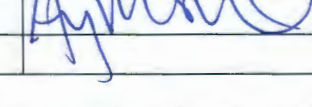
Resource #	Resource Name	Org Key #	Object Code	Amount
6010	ASES	1331553401	5825	\$4,000.00
			5825	
			5825	
			5825	

OUSD Contract Originator Information

Name of OUSD Contact	John Melvin	Email	John.Melvin @ousd.k12.ca.us
Telephone	874-3372	Fax	874-3375
Site/Dept. Name	133/Lincoln Elementary School		

Approval and Routing (in order of approval steps)

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

Please sign under the appropriate column.	Approved	Denied – Reason	Date
1. Site Administrator			4/27/12
2. Resource Manager, if applicable			4-30-12
3. Network or Regional Executive Officer			5/1/12
4. Cabinet (Deputy Superintendent)			
5. Superintendent or Board of Education			
Legal – Required if not standard MOU Amendment			
Procurement	Date Received		

Board Office Use: Legislative File Info.	
File ID Number	11-1916
Introduction Date	8-24-11
Enactment Number	11-1476
Enactment Date	8-24-11 <i>JS</i>



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) August 24, 2011

Subject Memorandum of Understanding - Oakland Asian Students Educational Services (contractor) - 133/Lincoln Elementary School(site/department)

Action Requested Approval of Memorandum of Understanding between Oakland Unified School District and Oakland Asian Students Educational Services. Services to be primarily provided to Lincoln Elementary School for the period of July 1, 2011 through June 30, 2012.

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

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

Discussion
One paragraph summary of the scope of work.

Approval by Board of Education of a Memorandum of Understanding between Oakland Unified School District and Oakland Asian Students Educational Services, 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 Lincoln Elementary School's comprehensive After School Program in the capacity of the After School Education and Safety (ASES) Grant for the period of July 1, 2011 through June 30, 2012, in the amount of \$168,427.00.

Recommendation Approval of Memorandum of Understanding between Oakland Unified School District and Oakland Asian Students Educational Services. Services to be primarily provided to 133/Lincoln Elementary School for the period of July 1, 2011 through June 30, 2012.

Fiscal Impact Funding resource name (please spell out) 6010/After School Education and Safety (ASES) Grant in an amount not to exceed \$168,427.00.

Attachments

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

OUSD Strategic Questions: After School Outcomes/Impact

With the new OUSD Strategic Plan, all partners will be expected to align with the district's four key outcomes for students. Please work collaboratively with school leadership to complete the table below with specific information about how your after school program will support one or more of the desired outcomes listed below.

School: Lincoln Elementary School

Lead Agency Partner: Oakland Students Educational Services (OASES)

Strategic Questions & Desired Outcomes	Activities: What after school program activities will support the desired outcomes?	Metrics: How will the program measure its efforts to support the desired outcomes?
<p>High School Graduation: How many more Oakland children are graduating from high school?</p>	<p>Interdisciplinary workshops that give students the opportunity to develop and apply skills such as critical thinking, math, writing, and science</p> <p>Monthly meetings with Academic Liaison</p> <p>Homework support provides students the a focused place to work on their homework.</p>	<p>All youth will participate in 2 enrichment workshops/ semester that build on students academic skills</p> <p>All youth will participate in daily homework time for 1.5 hours/ day.</p>
<p>School Day Attendance: How many more Oakland children are attending school 95% or more?</p>		
<p>Job Skills/Career readiness: How many more students have meaningful internships and/or paying jobs?</p>	<p>College/ career awareness workshops</p> <p>Leadership workshops that develop public speaking, confidence, teamwork, and cooperation skills</p> <p>Tutorial and mentorship from UC Berkeley volunteers</p>	<p>At least 120 youth will receive homework help by 100 UC Berkeley volunteers each semester (200 volunteers yearly)</p> <p>At least 120 youth will participate in bi-monthly to monthly college and career awareness activities</p> <p>At least 40 youth a semester (80 total) will engage in gender-specific leadership workshops that meet 2 hours a week for the semester.</p>

<p>Health Services: How many more Oakland children have access to, and use, the health services they need?</p>	<p>Regular communication between Site Coordinator and school psychologist to address needs of students</p> <p>OASES will partner with Asian Community Mental Health Services (ACMHS) through the API Connection project to provide psychological and counseling support and referrals to OASES students and families</p>	<p>At least 15 youth each semester (30 total) will be enrolled in a weekly social and emotional wellness class facilitated by a social worker from Asian Community Mental Health Services (ACMHS)</p>
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Narrative for Board Memo: (please complete all highlighted sections)

The After School Lead Agency, Oakland Asian Students Education Services (OASES), will provide daily, comprehensive after school services during the 2011-12 school year at Lincoln Elementary School. The Lead Agency will work collaboratively with school leadership to develop after school programming that is aligned with the OUSD Strategic Plan, complements the regular school day program, and supports each school's overarching goals and priorities for student achievement. Specifically, the after school program, working in close collaboration with school leadership and faculty, will provide the following services aligned with OUSD strategic outcomes:

High School Graduation: The OASES program at Lincoln ES supports high school graduation rates by providing students additional opportunities to build, learn, and practice academic skills in a practical and applied manner. OASES staff meet with the academic liaison on a monthly basis to get support on aligning curriculum. At Lincoln, past classes include DIY in which students started and ran their own student store. Students applied critical thinking skills to cost/ benefit analysis, math skills to beginning accounting and inventory, and writing and computer skills to marketing. Students in Youth Justice League learned about the Holocaust, which for some students peaked an interest in Anne Frank and resulted in students demonstrating their intellectual curiosity by checking out books on Anne Frank during a field trip to the Asian Branch Library. Students in the Riparian Lab (in-kind service from The Watershed Project) learned about environmental science and urban runoff by studying Lake Merritt and the estuary near Laney College. The academic liaison provides advising and support to staff especially in curriculum development.

In addition to building on academic skills, Homework Time provides students the time and space to work on their homework and get support from OASES staff and/or volunteers.

All youth in the OASES afterschool program receive academic enrichment and homework support. Homework support is daily for 1.5 hours a day. Students are minimally enrolled in 1 academic enrichment workshop per semester which meets for 2 hours a week.

Increase School Day Attendance: N/A

Job Skills/Career readiness: For 2011-12, OASES will pilot a program-wide college and career readiness initiative by implementing monthly to bi-monthly workshops and activities for all students in the after school program. Additionally, OASES youth are exposed to a multitude of caring and compassionate UC Berkeley students who volunteer their time to tutor and mentor students thus providing additional exposure to college role models. Additionally, OASES' leadership enrichment classes help students practice skills such as public speaking, personal responsibility, and teamwork all of which are qualities that can be transferred to the workplace.

All youth in the OASES afterschool program participate in college/ career awareness activities.

At least 40 youth a semester participate in leadership enrichment classes which meet 2 hours each week.

Access to Health Services: OASES has leveraged in-kind support through the API Connection Project to bring a social worker who works directly to support students and families in the after school program. On Fridays, ACMHS works with a heterogeneous group of students and facilitates activities that build social skills, provides stress/ anxiety relief for students, and gives students the opportunity to talk about personal feelings in a safe environment. 15 youth a semester participate in this activity which meets weekly for at least 2 hours.

The ACMHS social worker also facilitates short-term private counseling and support sessions for families that are in need of additional support. For those who need long-term support, the social worker connects families to appropriate resources. The need for a focus on mental health has been identified by the school psychologist and also at the request of parents. General psychological services are available for all youth and families in the after school program.

OASES staff also meet with and are trained by the school psychologist and ACMHS counselor.

Memorandum of Understanding 2011 - 2012
Between Oakland Unified School District and Oakland Asian Students Educational Services

1. **Intent.** This Memorandum of Understanding ("MOU") establishes the Oakland Unified School District's ("OUSD") intent to contract with the Oakland Asian Students Educational Services (hereinafter "AGENCY") to serve as the lead agency to provide after-school educational programs and to serve a sufficient number of students and run services for a sufficient number of days to earn the core grant allocation of funding at 133/Lincoln Elementary School under the following federal, state, and local grants:

- After School Education and Safety Program ("ASESP")
- California Department of Education ("CDE") 21st Century Community Learning Center (21st CCLC)
- Oakland Fund for Children and Youth - This MOU will also outline services provided on OUSD school grounds through the Oakland Fund for Children and Youth ("OFCY") After-School Initiative funds that shall be utilized as matching funds to CDE ASESP and 21st CCLC funds.

2. **Term of MOU.** The term of this MOU shall be July 1, 2011 to June 30, 2012 and may be extended by written agreement of both parties.

3. **Termination.** OUSD may at any time terminate this MOU for any or no reason upon not less five (5) days written notice to AGENCY. OUSD shall compensate AGENCY for services satisfactorily provided through the date of termination. In addition, OUSD may terminate this MOU for cause should AGENCY fail to perform any part of this MOU. In the event of termination for cause, OUSD may secure the required services from another contractor. If OUSD's cost of procuring services from another contractor exceeds the cost of providing the services pursuant to this MOU, AGENCY shall pay the additional cost.

4. **Compensation.** The ASESP and 21st CCLC grant award amount for 133/Lincoln Elementary School is \$168,427. AGENCY shall be entitled to compensation from these funds in accordance with the following terms and conditions:

4.1. **Total Compensation.** Subject to the provisions of 4.2 Positive Attendance and the provisions of 4.3 Administrative Fee, AGENCY shall receive the amount of the grant award less OUSD's administrative fees and other site costs agreed to by the Site Administrator and AGENCY.

4.2. **Positive Attendance.** Payment for services rendered related to the ASESP and 21st CCLC grants shall be based on actual student attendance rates (\$7.50 a day per student), not estimates, as those programs are "positive attendance based." OUSD reserves the right to modify the annual core allocation based on reported attendance. In the event that payments made to AGENCY exceed the reported attendance for the Core grant, the AGENCY will return payments to OUSD at the rate of \$7.50 a day per student. Documentation of attendance must be submitted through the OUSD/OFCY attendance systems in order for invoices for payment of services for the ASESP and 21st CCLC grants to be processed. Exhibit A (Attendance Reporting Schedule 2011-2012")

4.2.1. **Reconciliation Process for Positive Attendance Based Grant Funds.** OUSD will adjust the payment of the "positive attendance based" grants based on quarterly review of monthly invoices and attendance for services rendered related to the ASESP, 21ST CCLC (Core Grant) for any adjustments resulting from the reconciliation of the attendance reports for that quarter's months. The attendance reconciliation process will assess the program's performance with respect to the required compliance with the grant mandated attendance rates. Based on the review, financial adjustments of additional payment or additional withholding will be made. Any remaining balance(s) will be forwarded to AGENCY or OUSD.

Oakland Asian Students Educational Services - 133/Lincoln Elementary School

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

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

4.3. OUSD Administrative Fees. OUSD shall charge and withhold an 11% administrative fee from the overall ASESP grant award. OUSD shall charge and withhold a 13% administrative fee from the overall 21st Century grant award.

4.4. AGENCY Administrative Fees. AGENCY understands and agrees that it may not charge more than 4% of the total contract amount as administrative fees and that its administrative fees must be set at an appropriate dollar amount to keep the ASESP and 21st Century grants within the grant-mandated allowable 15% for total indirect/administrative costs. The agency administrative fees charged to the ASESP and 21st CCLC grants must be used for direct administrative costs and cannot be used for agency indirect costs. Direct administrative costs consist of expenditures for administrative activities that provide a direct benefit to the ASESP and 21st CCLC programs. Indirect costs consist of expenditures for administrative activities that are necessary for the general operation of the agency, but that cannot be tied to the ASESP and 21st CCLC programs.

4.5. Program Budget. Due to result-based budgeting, the grant will remain as part of the site budget. Funds will be encumbered from the site budget on behalf of AGENCY for the school year 2011-2012 and will not exceed \$168,427 in accordance with Exhibit B. **Exhibit B** ("ASESP/21st CCLC Planning Tool/Comprehensive After School Program Budget for AGENCY 2011-12").

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

4.7. Program Fees. The intent of the ASESP 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 133/Lincoln Elementary School, will be responsible for operations and management of the ASEP, 21st CCLC and OFCY grants contracted to AGENCY by OUSD for fiscal year 2011-2012. This shall include the following required activities:

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

5.1.1. Alignment with Single Plan for Student Achievement (SPSA). AGENCY will ensure that the after school program aligns with OUSD and 133/Lincoln Elementary School and objectives to ensure the success of students as articulated in the School's Single Plan for Student Achievement (SPSA). AGENCY will work in partnership with the school principal to ensure that the program components are aligned with and complement OUSD standards and school site curriculum.

5.2. Oversight. AGENCY will provide oversight, fiscal management, payroll services, technical assistance, and facilitating collaboration with other service providers. Agency must ensure compliance with 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 K through 5th grade students at 133/Lincoln Elementary School, to serve sufficient number of students and run services for a sufficient number of days to earn the full core grant allocation of funding.

5.4. Program Requirements

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

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

5.4.3. Program Components. AGENCY agrees to provide programming that supports the guidelines as outlined in the ASEP and 21st CCLC grants for students at 133/Lincoln Elementary School. AGENCY acknowledges and agrees to provide programming consistent with grant guidelines including, but not limited to:

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

Oakland Asian Students Educational Services - 133/Lincoln Elementary School

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

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

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

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

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

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

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

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

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

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

- Administration, faculty, and staff of 133/Lincoln Elementary School
- OUSD After School Programs Office
- OUSD central administration departments
- Parents/Guardians
- Youth
- Community organizations and public agencies

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

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

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

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

6.1.1. a full description of the trip and scheduled activities

6.1.2. student/adult participant health information

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

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

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

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

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

6.6. Supervision

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

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

6.6.3. Chaperones are all AGENCY employees or subcontractors, parent(s)/guardian(s), or other authorized chaperones and are 21 or older. After School Program Coordinator and lead trip staff are satisfied that all chaperones are willing and able to perform required duties, including understanding and implementing instructions, understanding health information for students in their group, and responding effectively in the event of an emergency. Trip attendees shall be limited to assigned school or early childhood education or after school program staff, students and authorized chaperones. Guests, including but not limited to friends and other family members, are strictly prohibited absent prior written approval of the after school program coordinator or AGENCY executive director. Before the trip, after school program

staff leading trip shall provide any adult chaperones who may accompany the students with clear information regarding their responsibilities. Chaperones shall be assigned a prescribed group of students and shall be responsible for the continuous monitoring of these students' activities. Chaperones shall not consume alcoholic beverages or be under the influence of controlled substances while accompanying and supervising students on a trip.

- 6.6.4.** When a trip is made to a place of business or industry, staff shall arrange for an employee of the host company to serve as conductor.
- 6.6.5.** Adult:Student Ratio is at least 1:10 or higher if swimming or wading or high risk trip. If the trip involves water activities, this ratio shall be revised to ensure closer supervision of elementary grade or younger students, appropriate to their ages. The ratio of adults to students on field trips and excursions shall be reasonable under the circumstances.
- 6.6.6.** Safety requirements have been met (eg: current First aid/CPR training of at least one chaperone, first aid kits, emergency contact and health info, instructions for chaperones, staff and chaperones have cell phones which are charged and available for communication).
- 6.7. Transportation Requirements:** The after school 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 participants provided that: (A) parent/guardians' written permission has been obtained in advance; (B) After School Program Coordinator has confirmed that: transportation arrangements are safe and appropriate; (C) all drivers have valid California driver's license; (D) all drivers have received fingerprint clearance; (E) provided that such transport is covered under driver or 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 program arranges and/or contracts with a third party to provide this transportation, the organization or company with whom they contract must be licensed as a transportation provider, be certified to transport students (e.g., School Pupil Activity Bus certification) and have at least \$5,000,000 automobile and \$1,000,000 General Liability insurance; (H) arrangements have been made for additional vehicle for use in event of illness or emergency; and (I) students receive instruction in safe conduct on bus or other transport; and (J) drivers shall receive safety and emergency instructions and information which shall be kept in their vehicle, including health and emergency information for each student riding in his/her vehicle.
- 6.8.** AGENCY must have reasonable confirmation that all organizations involved in the trip have demonstrated expertise and exhibit reasonably safe and reputable operating procedures and business practices appropriate to student trips.
- 6.9.** Vendor is licensed to provide all proposed activities.
- 6.10.** Voluntary Student Accident Insurance must be made available for purchase (required for all trips). All student participants on higher risk activities (e.g. swimming, snow trips, horseback riding, sailing, rafting, etc) must be covered by medical or accident insurance.
- 6.10.1.** Parents/guardians must be informed that there is no District insurance for the trip;

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

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

6.11.1. Definition of High Risk Activities

6.11.1.1. Because of concerns about the risk to student safety, the after school program coordinator shall not permit the following activities on campus or during AGENCY sponsored after school 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 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 Coordinator may require students to wear flotation devices, depending upon their age and swimming ability.

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

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

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

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

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

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

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

8. Invoicing

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

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

- 8.3. Invoice Requirements.** AGENCY will submit invoices with evidence of the following staff qualifications for each AGENCY employee and AGENCY agent, including employees of subcontracting agencies and volunteers: TB Clearance, current CA Department of Justice and FBI fingerprint clearance, and Instructional Aide requirement. AGENCY will utilize the required OUSD invoicing and staff qualifications form (**Exhibit F**) for regular invoice submission.
- 8.4. Submission of Invoices.** AGENCY must submit invoices to OUSD on a timely and regular basis for services rendered. OUSD will not accept invoices submitted more than thirty days beyond the end of each fiscal quarter. No invoices will be accepted more than 30 days past the end of June 30 of the contractual fiscal year. AGENCY must also submit invoices according to specific invoicing deadlines as outlined by OUSD to ensure timely processing. (**Exhibit G**)
- 8.5. Submission of Invoices for ASEP and 21st Century Grants.** For services rendered related to the ASEP and 21st CCLC grants, OUSD shall pay AGENCY, on a monthly basis, for appropriately documented expenses related to the ASEP and 21ST CCLC grants, with a cumulative total for 2011-12 not to exceed \$168,427 in accordance with the attached Exhibits to this Memorandum. Invoices for payment of services shall be submitted by the 10th of each month to the OUSD After School Programs Office, utilizing the required OUSD invoicing and staff qualifications form (**Exhibit F**). OUSD will strive to adhere to second Accounts Payable check run per the published schedule of monthly payments if invoices are submitted in accordance with the deadlines and requirements set forth in this section and the accompanying Exhibits.
- 9. Ownership of Documents.** AGENCY agrees that, pursuant to California law, it shall maintain program and fiscal documentation for the ASEP and 21st CCLC programs for a minimum of five years. All documents created by AGENCY pursuant to this MOU, including but not limited to reports, designs, schedules, registration packets, early release waivers, and other materials prepared, or in the process of being prepared, for the services to be performed by AGENCY, are and shall be at the time of creation and thereafter the property of OUSD, with all intellectual property rights therein vested in OUSD at the time of creation. OUSD shall be entitled to access to and copies of these materials during the progress of the work. Any such materials in the hands of AGENCY or in the hands of any subcontractor upon completion or termination of the work shall be immediately delivered to OUSD. If any materials are lost, damaged or destroyed before final delivery to OUSD, AGENCY shall replace them at its own expense and AGENCY hereby assumes all risks of loss, damage or destruction of or to such materials. AGENCY may retain a copy of all materials produced under this MOU for its use in its general business activities.
- 10. Changes**
- 10.1. Agency Changes.** AGENCY may, at any time, by written order, make changes consistent with Section 5 Scope of Work of this MOU. If such changes cause an increase or decrease in the budgeted cost of or the time required for performance of the agreed upon work, an equitable adjustment as mutually agreed shall be made in the limit on compensation as set forth in Section 4 or in the time of required performance as set forth in Section 5.4, or both. In the event that AGENCY encounters any unanticipated conditions or contingencies that may affect the scope of work or services and result in an adjustment in the amount of compensation specified herein, AGENCY shall so advise OUSD immediately upon notice of such condition or contingency. The written notice shall explain the circumstances giving rise to the unforeseen condition or contingency and shall set forth the proposed adjustment in compensation. Such notice shall be given to OUSD prior to the time that AGENCY performs work or services related to the proposed adjustment in compensation. Any and all pertinent changes shall be expressed in a written amendment to this MOU and signed by OUSD prior to AGENCY's implementation of such changes.
- 10.2. Changing Legislation.** AGENCY understands that changes in Federal, or state legislation or District policy may impact funding levels, grant requirements, and responsibilities of AGENCY

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

11. Conduct of Consultant

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

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

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

11.2.2. Background Check. Current California Department of Justice (CDOJ) fingerprint clearance and FBI fingerprint clearance for each AGENCY agent working with students. AGENCY will not permit its agents to come into contact with students until CDOJ and FBI clearance is ascertained, and AGENCY will certify in writing to OUSD that none of its agents who may come into contact with pupils have been convicted of a violent or a serious felony.

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

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

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

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

11.6. Anti-Discrimination. Consistent with the policy of OUSD in connection with all work performed under Contracts, AGENCY shall not engage in unlawful discrimination in employment on the basis of actual or perceived race, color, national origin, ancestry, religion, age, marital status,

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

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

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

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

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

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

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

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

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

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

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

OAKLAND UNIFIED SCHOOL DISTRICT

[Signature] 8/25/11
Date

- President, Board of Education
- State Administrator
- Superintendent

[Signature] 8/25/11
Date
Secretary,
Board of Education

Maria Santos 8-1-11
Date
Executive Officer
Complementary Learning

[Signature] 6/16/11
Date
PRINCIPAL NAME, Principal

[Signature] 7/29/11
Date
Regional Executive Officer

AGENCY

[Signature] 6/16/11
Date
Agency Director Signature

HEATHER NHI CHAU, EXECUTIVE DIRECTOR
Print Name, Title

Attachments:

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

MOU template approved by Legal April, 2011

File ID Number: 11-1916
Introduction Date: 8-24-11
Enactment Number: 11-1476
Enactment Date: 8-24-11
By: [Signature]

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

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 – August 30, 2011	September 6, 2011
September 1-30, 2011	October 3, 2011
October 1-30, 2011	November 7, 2011
November 1-30, 2011	December 5, 2011
December 1-31, 2011	January 2, 2012
January 1-31, 2012	February 6, 2012
February 1-28, 2012	March 5, 2012
March 1-31, 2012	April 2, 2012
April 1-30, 2012	May 7, 2012
May 1-31, 2012	June 4, 2012
June 1-30, 2012	June 30, 2012

Exhibit B

Planning Tool / Comprehensive After School Program Budget

(Template distributed separately)

INSERT HERE

!

AFTER SCHOOL BUDGET PLANNING SPREADSHEET

ELEMENTARY & MIDDLE SCHOOLS 05/24/2011

Site Name: Lincoln	ASES	Program Fees (if applicable)	Other Lead Agency Funds
Site #: 133	Resource 6010, Program 1553	OFCY	
Average # of students to be served daily (ADA): 140	9%	Grantee: Lead Agency	Lead Agency
TOTAL GRANT AWARD	\$201,638	\$78,345	\$13,000
\$0			\$0

CENTRAL COSTS: INDIRECT, ADMIN. EVAL. PD, CUSTODIAL, SUPPLIES

OUUSD Indirect (4.25%)	\$8,220				
OUUSD ASPO admin, evaluation, and training/technical assistance costs	\$12,653				
Custodial Staffing	\$6,634				
Custodial Supplies	\$904				
TOTAL SITE ALLOCATION	\$173,226				

CERTIFICATED PERSONNEL

1120 Academic Liaison REQUIRED	\$4,000				
1120 Certificated Teacher Extended Contracts	\$0				
Total certificated	\$4,000				

CLASSIFIED PERSONNEL

2205 Site Coordinator	\$0	\$37,600	\$6,400		\$0
2220 SSO	\$0				
Director of Programs (0.60FTE)			\$33,750		
Executive Director (0.15FTE)			\$2,500		\$10,025
Deputy Director (0.10FTE)	\$0				\$7,500
Total classified	\$0	\$37,600	\$42,650		\$17,525

BENEFITS

3000's Employee Benefits for Additional Time (20%)	\$800				
3000's Employee Benefits for Salaried Employees (40%)	\$0				
3000's Lead Agency benefits (rate: 25 %)		\$9,400	\$10,663		
Total benefits	\$800	\$9,400	\$10,663		\$4,381

BOOKS AND SUPPLIES

4310 Supplies (OUUSD only)	\$0		\$3,200	\$1,500	\$0
4310 Curriculum (OUUSD only)	\$0				\$0
5829 Field Trips	\$0		\$1,233	\$1,500	\$0
4420 Equipment (OUUSD only)	\$0			\$1,000	\$0
Volunteer Screening/ Livescan					\$2,400
Total books and supplies	\$0	\$0	\$4,433	\$4,000	\$2,400

CONTRACTED SERVICES

5825 3 BAYAC AmeriCorps Members (3 x \$8.56/hr x 8hr/day x 190 days = \$39000). Difference covered by match funds.	\$0	\$24,494		\$9,000	\$5,506
5825 Assistant Site Coordinator (\$25/hr x 7.5hrs/day x 200 days = \$37500). Difference covered by matching funds.	\$0	\$20,000	\$17,500		\$0
5825 4 Academic & Enrichment workshop instructors (4 instructors x \$25/hr x 4hrs/day x 190 days = \$76,000). Difference covered by match funds.		\$72,900	\$3,100		\$0
5825		\$0			
5825					

2011-2012 Elementary/Middle School After School Program Budget

5825				\$0			
5825				\$0			
5825							
5825							
5825			\$0				
5825							
5825							
Total services			\$0	\$117,394	\$20,600	\$9,000	\$5,506

IN-KIND DIRECT SERVICES

College volunteers ((30 volunteers x \$10.50/hr x 2 hr/day x 100 days)=63000							\$63,000
Total value of in-kind direct services						\$0	\$63,000

LEAD AGENCY ADMINISTRATIVE COSTS

Lead Agency admin (4% max of total contracted \$)			\$4,033		\$0		\$0
---	--	--	---------	--	-----	--	-----

SUBTOTALS

Subtotals DIRECT SERVICE		\$8,741	\$164,394	###	\$78,345	\$13,000	\$92,812
Subtotals Admin/Indirect		\$24,471	\$4,033	##	\$0	\$0	\$0

TOTALS

Total budgeted per column		\$33,212	\$168,427		\$78,345	\$13,000	\$92,812
Total BUDGETED	100	\$201,638		##	\$78,345	\$13,000	\$92,812
BALANCE remaining to allocate		\$0			\$0		
TOTAL GRANT/AWARD/ALLOCATION TO SITE		\$201,638			\$78,345		


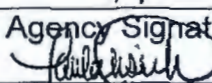
ASES MATCH REQUIREMENT: ASES requires a 3:1 match for every grant award dollar awarded.	
Total Match amount required for this grant:	67,213
Facilities count toward 25% of this match requirement:	16,803
Remaining match amount required:	50,410
Match should be met by combined OFCY funds, other site funds, private dollars, and in-kind resources. This total equals:	78,345
Total Match amount left to meet:	-27,936

Required Signatures for Budget Approval:

Principal:		Date: 6/4/11
Lead Agency:		Date: 6/7/11

**OUSD After School Programs
Comprehensive After School Program Plan
Elementary & Middle Schools
2011 - 2012**

SECTION 1: School Site Information

School Site: Lincoln ES	Date: 3/1/11
Principal Signature: 	Lead Agency Signature: 
After School Coordinator Name (if known at this time): Paula Hsieh	

SECTION 2: After School Program Vision and Goals

Please describe your school site's overall vision for the After School Program. Describe how the after school program fits into the school's larger mission, vision and goals.

The vision for OASES LEAP is to provide a comprehensive after school program – which includes academic tutorial, enrichment and recreation activities. The program will meet the needs of the Lincoln community with regards to supporting academic performance through consistent support, access to resources and opportunities through enrichment workshops and other community events, and connecting youth to positive, adult role models.

OASES contributes to Lincoln Elementary's goals of supporting recent immigrant students in their transition to a new community; targeting Reading and Writing skills of students; and exposing youth to enrichment opportunities that their families may be unable to do without the support of the school. The school believes that "After School Services are a critical link to success. The Oakland Asian Student Education Services (OASES), a community based organization that carries out our major tutorial and enrichment programs, coordinates hundreds of volunteers to work with students after school, building relationships and providing academic support in a 1:5 ratio of adult to students." (SPSA)

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

- Support school day academics by providing after school tutorial and enrichment activities focusing on literacy and math, in collaboration with school day staff
- Provide access to a variety of enrichment workshops that complement activities during the school day and supplement activities that youth have little or no access to in the community

- Increase community awareness and participation through service learning projects and community-wide events
- Connect youth to multiple positive adult role models

SECTION 3: Program Model and Lead Agency Selection

Refer to Appendix A for an overview of extended learning program models.

For 2011-2012, my site selects:

Coordinated partnership

Blended/Hybrid

Extended School Day

Description and Rationale for selection of Lead Agency

Please provide a narrative description of the agency that is managing the program. Indicate why this agency is qualified to manage the site's program, highlighting specific strengths or weaknesses. (Note: If school is managing program, site is considered to be the Lead Agency.)

OASES is a 501(c)3 nonprofit organization. Since 1983, OASES has worked to achieve the mission of **OASES' mission is to empower students with limited resources through education, mentorship and service to strengthen the Oakland community**". OASES has been providing after school programming for over 26 years and has served as a lead agency in providing comprehensive after school programs at Lincoln Elementary School and Cleveland Elementary School.

SECTION 4: ATTENDANCE, PROGRAM DATES, AND PROGRAM SCHEDULE

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

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

Required # of Program Days your program will operate during School Year 2011-2012:	180 days required*
--	---------------------------

Projected Daily Attendance during School Year 2011-2012:	145 students/ day
--	-------------------

Program Schedule

Submit program schedule as an attachment.

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

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)	SPSA goal(s) or school need supported by activity	Measurable Outcomes	Description of program	Instructional Strategies
1	ELL, FBB, BB	<input checked="" type="checkbox"/> Homework Support <input type="checkbox"/> Tutoring <input type="checkbox"/> Skill Building <input type="checkbox"/> Academic Intervntn <input type="checkbox"/> Other	Increase the levels of students who are at FBB or BB to Proficient	Youth will spend at least 1 hour/ day in a quiet and structured environment to make progress on their homework.	Homework support	Tutorial instruction forms/Student Progress Forms are distributed to teachers to promote communication between ASP and day school teachers regarding students' academic progress
2	ELL, FBB, BB,	<input type="checkbox"/> Homework Support <input checked="" type="checkbox"/> Tutoring <input type="checkbox"/> Skill Building <input type="checkbox"/> Academic Intervntn <input type="checkbox"/> Other	Place special emphasis on moving students from basic, below basic, and far below basic levels into proficiency. (SPSA)	Youth will spend 1 hour/ day at least 4 times/ week receiving tutoring in homework concepts from tutors.	10 weeks/ semester with the support of OASES tutors 1:1-1:5 ratio. This activity may overlap with Homework Support.	Through discussion with Academic Liaison and school day teachers, ASP identifies students who have academic needs and provide small group or 1-on-1 tutoring.
3	ELL, FBB, BB	<input type="checkbox"/> Homework Support <input type="checkbox"/> Tutoring <input checked="" type="checkbox"/> Skill Building <input type="checkbox"/> Academic Intervntn <input type="checkbox"/> Other	Reading comprehension and writing strategies are areas where students are least proficient (SPSA)	Youth will spend 15 minutes/ day at least 4 times/ week participating in Journal Writing, Creative Writing, or Literacy Activities to help them develop their English Reading	Journal Writing , Creative Writing, or Literacy Activities	Prior to the start of school year, ASP staff members collected age- and grade-appropriate reading materials and interesting journal ideas to promote English Reading and

				and Writing Literacy Skills		Writing Literacy Skills. Students are required to either read or write for at least 15 minutes per day during program time. ASP staff members will their journals, and creative writing pieces and provide feedback.
4						
5						

SECTION 6: 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 learning in a real, hands-on way. Enrichment activities should intentionally and creatively build skills that support students' success in school and in life. Enrichment activities often support school goals for health and wellness, positive school climate, arts learning, and student engagement.

Type of Enrichment	Rationale	SPSA goal(s) or school need supported by activity	Brief Description	Targeted Skills	Measurable Outcome
Physical Activity/ Fitness	X Student Identified X School Identified X Parent Identified X Other (specify)	Provides enrichment activities broaden the experiences of students who have few opportunities to leave their home community (SPSA)	Examples: Recess; Team Sports; or Dance, Fitness activities	<input type="checkbox"/> Conflict Resolution <input type="checkbox"/> Social Skills <input type="checkbox"/> Leadership <input type="checkbox"/> Academic (specify) X Health/Fitness <input type="checkbox"/> Other (specify)	All youth will engage in physical fitness activities for at least 15 minutes/ day.
Gardening/ Nutrition*	X Student Identified X School Identified <input type="checkbox"/> Parent Identified X Other (specify)	Provides enrichment activities broaden the experiences of students who have few opportunities to leave their home community (SPSA)	Examples: Green Machine; 4Rs; Nutrition	<input type="checkbox"/> Conflict Resolution <input type="checkbox"/> Social Skills <input type="checkbox"/> Leadership X Academic (specify): Science X Health/Fitness <input type="checkbox"/> Other (specify)	At least 35 youth will enroll in semester-long courses that emphasize gardening or healthy eating.
Leadership	X Student Identified <input type="checkbox"/> School Identified	Provides enrichment activities broaden the	Girl Power and Boys Peer Leaders	X Conflict Resolution x Social Skills	At least 35 youth will enroll in semester-

	<input type="checkbox"/> Parent Identified <input type="checkbox"/> Other (specify)	experiences of students who have few opportunities to leave their home community (SPSA)		<input checked="" type="checkbox"/> Leadership <input type="checkbox"/> Academic (specify) <input type="checkbox"/> Health/Fitness <input type="checkbox"/> Other (specify)	long leadership enrichment programs.
Art (Performing/ Visual)	<input checked="" type="checkbox"/> Student Identified <input type="checkbox"/> School Identified <input type="checkbox"/> Parent Identified <input type="checkbox"/> Other (specify)	Provides enrichment activities to broaden the experiences of students (SPSA)	Cultural Arts; Theater, Painting; Photography	<input type="checkbox"/> Conflict Resolution <input type="checkbox"/> Social Skills <input type="checkbox"/> Leadership <input type="checkbox"/> Academic (specify) <input type="checkbox"/> Health/Fitness <input checked="" type="checkbox"/> Other (specify)	At least 35 youth will enroll in semester-long arts education programs
Physical fitness	<input type="checkbox"/> Student Identified <input type="checkbox"/> School Identified <input type="checkbox"/> Parent Identified <input type="checkbox"/> Other (specify)	Provides enrichment activities broaden the experiences of students who have few opportunities to leave their home community (SPSA)	Playworks	<input type="checkbox"/> Conflict Resolution <input type="checkbox"/> Social Skills <input type="checkbox"/> Leadership <input type="checkbox"/> Academic (specify) <input type="checkbox"/> Health/Fitness <input type="checkbox"/> Other (specify)	At least 35 youth will enroll in semester-long sports programming

Section 7: FAMILY ENGAGEMENT / FAMILY LITERACY

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

All after school programs are expected to complete this section. Family literacy is a required component of all 21st Century and ASSETS programs.

Type of Activity	SPSA goal(s) or school need supported by activity	Brief Description	Measurable Objective/Target	Alignment with school day family engagement efforts or resources
Family Literacy Night	Increase engagement of all families, particularly immigrant families in their child's education.	Youth and parents/guardians engage in literacy practices with their children that can be used at home.	At least ¾ of program participant families will attend 2 Family Literacy Nights/ year	Ongoing efforts are made to reach out to parents through education workshops, family field trips, and training to become more involved in school governance. (SPSA)
Showcase	Increase engagement	Youth showcase their	At least ½ of program	Ongoing efforts are made

	of all families, particularly immigrant families in their child's education.	learning from OASES enrichment classes through poster presentations, gallery walk, and performances.	participant families will attend 1 of 2 Showcase events/ year	to reach out to parents through education workshops, family field trips, and training to become more involved in school governance. (SPSA)
Mid-year Parent Meeting	Provide parents with tools and knowledge to support the healthy growth of their children.	Parent education on timely and relevant issues such as cyber bullying, middle school transition, age-appropriate developmental expectations, and managing children's stress levels.	At least 75% of program participant families will attend 1 mid-year parent meeting.	Ongoing efforts are made to reach out to parents through education workshops, family field trips, and training to become more involved in school governance. (SPSA)

2011-12 After School Enrollment Policy for Lincoln 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
Social-emotional Need	Teacher referral; School Psych Ref	
Academic Need	Teacher & School Psych Ref	
ELL	School data	
Low SES	FRL	

Notes:

- Successful after school programs are heterogeneous and include several target populations.
- Sites cannot 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.
- If space remains in the program after priority students fill slots, other students must be allowed access to the program.
- 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 2011. Indicate how families will be notified of enrollment prior to the start of the 2011-12 school year.)

Timeline	After School Enrollment Steps/Process	Individual(s) responsible
April/ May	Teacher referral forms	SC & Teachers
May	Recruitment: School-wide information session	SC
June	Selection: Notification via mail	SC
Aug/ Sept	Recruitment new students	SC & Principal
Sept/ Oct	Enrollment of new students	SC

Important dates to include in your timeline:

- Families will be notified of 2011-12 after school enrollment on or before the last day of school.
- After school program begins on 1st Day of school, with enrollment at a minimum 75% capacity.

Principal Signature: _____

Lead Agency Signature: _____

2011-12 Assurances for Grant Compliance and After School Alignment with School Day

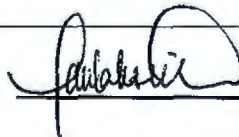
Principal and Lead Agency representative (ie. Program Director and/or Site Coordinator) will review and discuss each assurance below, and initial next to each item to signify agreement. Attached separately are the following documents referenced below: 1) Grant Assurances signed by OUSD Superintendent,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

Principal initials	Lead Agency initials	2011 – 12 Assurances for Grant Compliance and After School Alignment with School Day
JM	PA	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.
JM	PA	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.
JM	PA	Site Administrator will meet regularly with Site Coordinator to ensure program is meeting identified goals.
JM	PA	Site will share student outcome data to better refine program (EduSoft, Report Cards, IEP's, etc).
JM	PA	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 revised role description.
JM	PA	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.
JM	PA	Site will invite Site Coordinator to participate on SSC, COST, and SST to ensure coordination of services.
JM	PA	Site will coordinate the use of facilities and site level resources.
JM	PA	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 2011-12

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.

The school will meet with after-school program staff to train them on safety procedures

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: _____

J. M. [Signature]

Lead Agency Signature: _____

[Signature]

OUSD Oakland SUCCESS

After School Program Activity Schedule Worksheet

School Site: Lincoln Elementary School

Time Block	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	
_____ to _____	Snack Check-in	School	Snack Check-in	School	Snack Check-in	School	Snack Check-in	
Early Release 1:20pm-3:00pm					Community service projects	OASES Staff		
3:00pm-4:00pm	Workshop A	OASES Staff	Workshop B	OASES Staff	Workshop A	OASES Staff	Workshop B	
4:00pm-4:30pm	Snack & Recess (OASES Staff)						4:00-5:45 Workshop C	OASES Staff and volunteers
4:30pm-5:45pm	Academic Tutorial Session: OASES Staff & Volunteers							
5:45pm-6:00pm	Clean Up & Dismissal OASES staff & Volunteers							

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 2011-12 _____ After School Program.

Name of School: 133/Lincoln Elementary School

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

EMERGENCY CONTACT INFORMATION

In case of emergency please contact:

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

Does your child have health coverage? Yes No

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

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

List any Allergies

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

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

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

RELEASE OF LIABILITY

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

Parent/Guardian Signature: _____ Date _____

STUDENT RELEASE/ PICK UP POLICY

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

Parent/Guardian/Caretaker Signature _____ Date _____

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

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

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

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

PERMISSION TO EVALUATE PROGRAMS AND TRACK STUDENT PROGRESS

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

_____ Parent/Guardian Signature

PHOTO/VIDEO RELEASE

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

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

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

_____ Parent/Guardian Signature

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

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

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

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

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

School Site: 133/Lincoln Elementary School

Name of Program: _____

Name of Student: _____

Grade: _____

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

(please check reason)

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

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

Signature of Parent/Guardian

Date

Oakland Asian Students Educational Services - 133/Lincoln Elementary School

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

FOR STUDENTS AGES ____ AND OLDER ONLY

School Site: 133/Lincoln Elementary School

Name of Student: _____

Grade: _____

Date of Birth of Student: _____

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

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

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



Signature of Parent/Guardian

Date

Exhibit D

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

This form should be completed by the 1st day of each semester

Contact Information:			
Site Name	133/Lincoln Elementary School	Lead Agency Name	Oakland Asian Students Educa
Name of Contact Person		Email	
Telephone		Fax	

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

Fall Semester- August 29, 2011 to January 27, 2012
 Spring Semester- January 30, 2012 to June 14, 2012

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

Site Coordinator Signature _____ Date _____

Lead Agency Director Signature _____ Date _____

Site Administrator Signature _____ Date _____

Exhibit E

EAST BAY REGIONAL PARK DISTRICT

WAIVER AND RELEASE OF LIABILITY AND INDEMNITY AGREEMENT

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

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

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

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

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

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

Participant's Name _____
(Print)

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

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

EBRPD Waiver - Swim Use
Rev. 3/09

INVOICING AND STAFF QUALIFICATIONS FORM 2011-12

Basic Directions	
<p style="text-align: center;">Complete the chart below for each subcontractor and attach with Lead Agency monthly invoices.</p> <ol style="list-style-type: none"> 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	Oakland Asian Students Educational Services	Agency's Contact Person	
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 2011-2012

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, 2011	August 26, 2011
September 9, 2011	September 23, 2011
October 10, 2011	October 24, 2011
November 10, 2011	November 25, 2011
December 9, 2011	December 23, 2011
January 10, 2012	January 23, 2012
February 10, 2012	February 24, 2012
March 9, 2012	March 23, 2012
April 10, 2012	April 23, 2012
May 10, 2012	May 25, 2012
June 11, 2012 for May invoices	June 25, 2012
June 15, 2012 for Final Billing	TBD

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

Exhibit G (2)



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

**PROCEDURES for PAID INSERVICE/EXTENDED CONTRACTS and TIME SHEETS
OUSD CERTIFICATED TEACHERS 2011-2012**

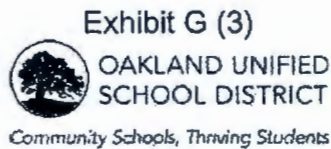
The following procedures are required in submitting fiscal forms for Paid Inservice/Extended Time for OUSD employees utilizing 21st Century and/or ASES funding:

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:	OUSD Payroll Issue Dates ***Please note: Allow 45 days processing time for the first submission. Future submissions take approximately 2 weeks.***
September 30, 2011	October 14, 2011
October 31, 2011	November 15, 2011
November 30, 2011	December 15, 2012
December 16, 2011	January 13, 2012
January 31, 2012	February 15, 2012
February 29, 2012	March 15, 2012
March 30, 2012	April 13, 2012
April 30, 2012	May 15, 2012
May 31, 2012	June 15, 2012
June 15, 2012	July 5, 2012

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 2011-2012**

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:	OUSD Payroll Issue Dates
September 15, 2011	September 30, 2011
September 30, 2011	October 14, 2011
October 14, 2011	October 31, 2011
October 31, 2011	November 15, 2011
November 15, 2011	November 30, 2011
November 30, 2011	December 15, 2011
December 15, 2011	December 30, 2011
December 30, 2011	January 13, 2012
January 13, 2012	January 31, 2012
January 31, 2012	February 15, 2012
February 15, 2012	February 29, 2012
February 29, 2012	March 15, 2012
March 15, 2012	March 30, 2012
March 30, 2012	April 13, 2012
April 13, 2012	April 30, 2012
April 30, 2012	May 15, 2012
May 15, 2012	May 31, 2012
May 31, 2012	June 15, 2012
June 15, 2012	June 29, 2012

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

MEMORANDUM OF UNDERSTANDING ROUTING FORM 2011-2012

Basic Directions

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

1. Contractor and OUSD contract originator (principal or manager) reach agreement about scope of work and compensation.
2. Contractor and OUSD contract originator agree on terms for MOU and create MOU.
3. OUSD contract originator creates the requisition.
4. Within 2 weeks of creating the requisition the OUSD contract originator submits complete MOU packet for approval.

Agency Information

Agency Name	Oakland Asian Students Educational Services	Agency's Contact Person	Nhi Chau
Street Address	196 10 th Street	Title	Executive Director
City	Oakland	Telephone	(510) 891-9928
State	CA	Zip Code	94607
		Email	nhi@oases.org
OUSD Vendor Number	i009830		
Attachments	<input type="checkbox"/> Proof of general liability and workers' compensation insurance <input type="checkbox"/> Statement of qualifications <input type="checkbox"/> Program Planning Tool and Budget		

Compensation and Terms – Must be within OUSD Billing Guidelines

Anticipated Start Date	07/01/2011	Date work will end	06/30/2012	Total Contract Amount	\$168,427
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Budget Information

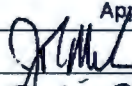
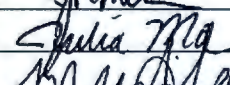
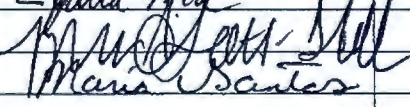
Resource #	Resource Name	Org Key #	Object Code	Amount	Req. #
6010	ASES	1331553401	5825	\$168,427	R0200317
			5825	\$	
			5825	\$	
			5825	\$	

OUSD Contract Originator Information

Name of OUSD Contact	John Melvin	Email	John.Melvin@ousd.k12.ca.us		
Telephone	(510) 874-3372	Fax	(510) 872-3375		
Site/Dept. Name	133/Lincoln Elementary School	After School Program Enrollment Grades	K	through	5

Approval and Routing (in order of approval steps)

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

Please sign under the appropriate column.	Approved	Denied – Reason	Date
1. Site Administrator			7/6/11
2. Oakland After School Programs Office			7/12/11
3. Network or Executive Officer			7/22/11
4. Cabinet (CAO, CCO, CFO, CSO, Asst Sup)			8/11/11
5. Board of Education or Superintendent			
Procurement	Date Received		

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

03/07/2011

PRODUCER
PHILADELPHIA INSURANCE COMPANIES
 MAGUIRE INSURANCE
 2300 CLAYTON ROAD, SUITE 1330
 CONCORD, CA 94520

Serial # B1067

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
OAKLAND ASIAN STUDENTS EDUCATION SERVICES
 P.O. BOX 31624
 OAKLAND, CA 94604-1624

INSURERS AFFORDING COVERAGE	NAIC#
INSURER A: PHILADELPHIA INDEMNITY INS CO	18058
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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

SR TR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	PHPK682265	03/06/2011	03/06/2012	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	PHPK682265	03/06/2011	03/06/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
		WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<input type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER EL EACH ACCIDENT \$ EL DISEASE - EA EMPLOYEE \$ EL DISEASE - POLICY LIMIT \$
A		OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 CERTIFICATE HOLDER IS NAMED AS ADDITIONAL INSURED IN RESPECTS TO SERVICES PROVIDED BY THE NAMED INSURED.

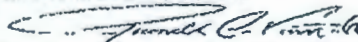
CERTIFICATE HOLDER

OAKLAND UNIFIED SCHOOL DISTRICT
 1025 2ND STREET
 OAKLAND, CA 94608

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

THE CITY OF OAKLAND, ITS COUNCIL MEMBERS, DIRECTORS, OFFICERS, AGENTS AND EMPLOYEES
OAKLAND FUND FOR CHILDREN & YOUTH
150 FRANK OGAWA PLAZA, SUITE 4363
OAKLAND, CA 94612

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

Who Is An Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

Exhibit I

Statement of Qualifications

INSERT HERE

Statement of Qualification
Oakland Asian Students Educational Services (OASES)
196 10th Street, Oakland, CA 94607

OASES Mission

To empower students with limited resources through education, mentorship and service to strengthen the Oakland community.

OASES Background

The Oakland Asian Students Educational Services (OASES) is a 501(c)(3) nonprofit organization dedicated to serving underprivileged youth of Oakland. Founded by a handful of U.C. Berkeley students in 1983 with the expressed purpose of addressing the needs of low-income, immigrant youth in Oakland (less than 10 miles from San Francisco), OASES now has the largest volunteer force in any Oakland Unified School District after-school program. 300 college students provide individualized support to over 300 youth each year through comprehensive programs on a daily basis, which include tutoring, mentoring, enrichment programs, youth leadership, and English language/social support for recent immigrant students.

OASES Summary

OASES serves diverse K-5 youth from low-income households who would otherwise be unable to access after-school enrichment activities in their neighborhoods. 54% of OASES families earn less than \$20,000 a year and another 35% of OASES families are designated as low-income families, for a total of 84% of OASES constituents being economically disadvantaged.¹ In addition, over 70% of youth in OASES' schools are eligible for the school Free/Reduced Lunch Program. Many of these predominately Asian/Pacific Islander youth struggle with limited English skills in English Language Learner (ELL) courses. Responding to the increasing needs of this underserved and primarily immigrant population, OASES offers afterschool academic support through individualized tutoring and diverse enrichment workshops to prepare children for lives as productive members of their communities.

The needs of Asian Pacific Islander (API) communities have historically been masked by the inaccurate "model minority" stereotype, which assumes that all API communities have assimilated successfully into American society. In reality, the critical societal issues and problems that have historically confronted API communities in the United States continue to persist today. Poverty is a clear example of this persisting social inequity. Asian American seniors and children are more likely than average to be poor, according to Census 2000 data. While 0.6% of non-Hispanic White seniors live below the poverty line, 12.3% of Asian American seniors are living in poverty. Additionally, 13.6% of Asian American children live in poverty, compared to 9.3% of non-Hispanic White children.

OASES' capability to implement effective mentoring strategies and improve academic achievement has enabled it to become a model organization, recognized for its demonstrable positive impact on the lives of youth and their families. In 2007, OASES was 1 of 160 national grantees awarded the US Department of Education's Federal Mentoring Grant out of more than 1200 applications. OASES' success lies in its 25 years of experience providing innovative and collaborative youth programs and the continued success in recruiting over 400 UC Berkeley volunteer mentors of which 92% wish to return. Furthermore, OASES works closely with the Oakland Unified School District (OUSD) in which school teachers and administrators help design the core of OASES' school-based tutorial programs.

¹ Information gathered directly from OASES application forms.