Board Office Use: Le	gislative File Info.
File ID Number	14-1004
Introduction Date	6-11-14
Enactment Number	14-0979
Enactment Date	6-11-144



Memo

To

The Board of Education

From

Subject

Gary Yee, Ed.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)

6-11-14

Memorandum of Understanding Amendment -Alternatives In Action

335/Life Academy

_(contractor, City State) (site/department)

...

Action Requested

Approval of the Amendment to the Memorandum of Understanding between

Oakland Unified School District and Alternatives In Action

Services to be primarily provided to Life Academy

the period of July 1, 2013 through August 31, 2014.

for

Background

A one paragraph explanation of why an amendment is needed.

Alternatives in Action will provide 6 project coaches 3 hours additional per day for our to provide an arts program, soccer program, and a tutoring component. As a result of the services provided by Alternatives in Action, our 130 Middle School youth will be able to attend extended day program between the hours of 12-6pm daily through the school year. Students will have a safe and productive space and will increase GPA for Spring 2014 Semester. Students will report having learned a least one new art skill and/or improved skills in the game of soccer.

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 between the District and Alternatives in Action, Oakland, CA, will provide project coaches to the middle school extended day program necessitating three hours additional per day for agency staff to work with youth for programming to include arts program, soccer program, and a tutoring component at Life Academy for the period of July 1, 2013 through August 31, 2014, in the amount of \$28,036.00, increasing the Agreement from \$213,115.00 to an amount not to exceed 241,151.00. All terms and conditions of the Agreement remain in full force and effect.

Recommendation

Approval of the Amendment to the Memorandum of Understanding between

Oakland Unified School District and Alternatives In Action

Services to be primarily provided to 335/Life Academy

the period of July 1, 2013 through August 31, 2014.

Fiscal Impact

Funding resource name (please spell out) 4124/21st CCLC

_not to

for

exceed \$ 28,036.00

Attachments

MOU Amendment.

Copy of original MOU

Board Office Use: Leg	gislative File Info.
File ID Number	14-1004
Introduction Date	611114
Enactment Number	14-0979
Enactment Date	6-11-1401



Community Schools, Thriving Students

AMENDMENT NO. 1 TO MEMORANDUM OF UNDERSTANDING

The Oaklar	nd Unified School	ol District (OUSD) and Alternative	es In Action	(Agency) ente	red into a Memorandum
of Ur	nderstanding (Mo	OU) on July 1, 2013	The parties agree to	amend that Agr	eement as follows:
If scop materia	e of work changers, additional sites	ading Source has <u>changed</u> . The ed: Provide the revised scope of to receive services, additional dutie the following amended services	work including descriptions, and/or reports; attach	of expected fina	I results, such as services,
additio	atives in Action water day for one of the common terms of the comm	vill provide project coaches to th our line staff to work with our you ring component.	ne middle school extend uth. The programming	ded day program will include 1) a	n necessitating 3 hours rts program, 2) soccer
If term	is changed: The	The term of the MOU is unchange term of the MOU is extended bute is			
		The compensation is unchanged.	■ The compensa	ation has changed	,
If the c	ompensation is	hanged: The MOU price is amo			
Inc.	rease of \$ 28,036	.00 to original MOU amount -	- Funding Source: 4124/	21st CCLC	
☐ Dec	crease of \$	to original MOU amount-	- Funding Source:		
The Ne	ew Cumulative Am (\$241,151.00	ount of ISA(s)is not to exceed:	wo Hundred Forty One	Thousand, One	Hundred Fifty One
4. Remain	ining Provision full force and eff	s: All other provisions of the Meet as originally stated. There are no prior amendments			
No.		1	on of Reason for Amenda		Amount of Increase (Decrease)
					\$
					\$
					\$
signat OAKLAN Presid		612-14	AGENCY AGENCY Contractor Signat	gnee.	5-14-14 Date
Secretary	, Board of Educat	6-12-14 Date	Print Name, Title		

ACORD ™ CERTIFICATE OF LIABILITY INSURANCE

Date (MM/DD/YR) 7/29/13

7/29/13 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 require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s) **PRODUCER** CONTACT NAME Heffernan Insurance Brokers PHONE FAX 1350 Carlback Avenue, Suite 200 925-934-8500 925-934-8278 (A/C,No,Ext) (A/C,No) Walnut Creek, CA 94596 ADDRESS CA License #0564249 **INSURERS AFFORDING COVERAGE** NAIC# INSURED INSURER A: Markel Insurance Company INSURER B: Alternatives in Action New York Marine & General Insurance INSURER C 3666 Grand Avenue, Suite A INSURER D: Oakland, CA 94610 INSURER E: INSURER F: **COVERAGES: CERTIFICATE NUMBER: REVISION NUMBER:** THIS IS TO CERTIFY THAT 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. ADDL INSR SUBR POLICY EXP TYPE OF INSURANCE POLICY NUMBER LIMITS (MM/DD/YYYY) (MM/DD/YYYY) GENERAL L LIABILITY EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED COMMERCIAL GENERAL LIABILITY CHP7000138700 X 06/25/13 06/25/14 \$ 100,000 PREMISES (Ea occurren CLAIMS-MADE X OCCUR MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 GEN'L, AGGREGATE LIMIT APPLIES PEI PRODUCTS - COMP/OP AGG \$ 2,000,000 PROJECT X POLICY \$ COMBINED SINGLE LIMIT **AUTOMOBILE LIABILITY** \$ 1,000,000 ANY AUTO CHA7000138700 06/25/13 06/25/14 BODILY INJURY (Per person) \$ Α SCHEDULED ALL OWNED AUTOS **BODILY INJURY (Per accident)** S AUTOS NON-OWNED AUTOS PROPERTY DAMAGE HIRED AUTOS \$ (Per accident) 8 LIMBRELLALIAB \$ 3,000.000 OCCUR EACH OCCURRENCE

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

N/A

CLAIMS-

YAN

MADE

\$10,000

Re: As Per Contract or Agreement on File with Insured. Oakland Unified School District is named as additional insured on General Liability policy if required by written contract per attached endorsement.

CHU7000138700

WC2013000001837

CERTIFICATE HOLDER

EXCESS LIAB

WORKERS COMPENSATION

AND EMPLOYERS' LIABILITY

DED

(Mandatory in N.H.)

OPERATIONS below

X RETENTION

ANY PROPRIETOR/PARTNER/EXECUTIVE/ OFFICER/MEMBER EXCLUDED?

If yes, describe under DESCRIPTION OF

Α

B

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.

Oakland Unified School District 746 Grand Ave. Oakland, CA 94610

AUTHORIZED REPRESENTATIVE

06/25/13

06/25/13

06/25/14

06/25/14

AGGREGATE

WC STATU-TORY LIMITS

E.L. EACH ACCIDENT

E.L. DISEASE - EA EMPLOYEE

E.L. DISEASE - POLICY LIMIT

\$ 3,000,000

\$ 1,000,000

\$ 1,000,000

\$ 1,000,000

S

OTHER

Mr

ACORD 25 (2010/05)

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Alternatives in Action WHERE YOUTH CHOOSE TO LEAD

Founded in 1994, Alternatives in Action is a non-profit which works with East Bay youth who have leadership potential and prepares them for college, career and community involvement. Through this work, Alternatives in Action envisions generations of young adults inspired and prepared to take meaningful action that positively transforms their lives and their communities. Alternatives in Action makes this vision come alive through a range of programs, including its charter high school, The Bay Area School of Enterprise, its Home Sweet Home Preschool that also provides career training for high school youth, and comprehensive school initiatives at three sites, McClymonds High School in West Oakland, Life Academy in East Oakland, and the Bay Area School of Enterprise in West Alameda. In total, Alternatives in Action develops the leadership potential and provides school-linked services to over 600 youth, with another 500 children and youth benefiting from the community-based projects and events created by Alternatives in Action youth.

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SAM Search Results List of records matching your search for:

Search Term : alternatives* Record Status: Active

No Search Results

October 24, 2013 6:32 PM



2013-2014 MEMORANDUM OF UNDERSTANDING **AMENDMENT ROUTING FORM**

Community Schools, Thriving Students

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.

 Age If th 	ency and OUSD c ie MOU total amo	ontract originator re- ontract originator co unt has increased, (nator submits amend	mplete an MO OUSD contract	U amendment to originator creat	ogether. es new requisiti	on.	ition
		mendment is appro-					
The Legal D	epartment must re	eview and approve a	all amendments	s that do not use	the OUSD tem	plate MOU Amend	lment form.
				y Information			
Agency Na	me Altern	atives In Action		Agency's Co	ntact Person	Patricia Murillo	
Street Add		Grand Avenue, Suit	e A	Title		Executive Directo	r
City	Oakland	State	CA	Telephone		(510) 285-6290 E	xt. 305
Zip Code	94610	OUSD Vendor N	lumber	1000606	Email	pmurillo@alterna	tivesinaction.org
Attachmen	Amend	mendment – (Inclued Scope of work onal consultants wet the Fingerprintir	(Not Required	d if Amendmer g on site, attacl	nt is only for a name agency letter	verifying additio	nal consultants
		Compensatio	n – Must be	within OUSD	Billing Guide	lines	
Original MO	U Amount	\$213,115.00		Original PO N	umber	1) P1402313	Increase P.O. 1873
Amended M	OU Amount	\$28,036.00		New Requisiti	on Number	2) R0411419	for New P.O. 1874
New Total M	IOU Amount	\$241,151.00					
			Budge	et Information			
Resource #	Resource Na	ame	(Org Key#		Object Code	Amount
4124	21st CCLC Eq	Access	33	51873401		5825	\$ 10,800.00
4124	21st CCLC Fa		33	51874401		5825	\$ 17,236.00
						5825	
						5825	
1		0	JSD Contract	Originator Info	ormation		
Name of OL	ISD Contact	Preston Thomas		E	Email	Preston.The	omas @ousd.k12.ca.us
Telephone		(510) 534-0282		F	ax	(510) 534	-0283
Site/Dept. N	ame	335/Life Academy	(6-7)				
10		Approva	al and Routing	g (in order of a	pproval steps)		
Additional se increased	by Procurement. Si	gning this document a	firms that to you	r knowledge addit approved.	ional services wer	e not provided before	Order amount has been the amendment was n.gov/portal/public/SAM/
	nder the appropriate		endor does not			Denied - Reason	
Site Admi		e Column.	(1)	Approved		Defiled - Neason	5/14/14
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	or Regional Execu		inflia	1		-	5/3/18
	Deputy Superinter		Mario	11			Bhil4
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	uired if not standard		XX				,
Procuremen			0)			·	

Board Office Use: Legislative File Info. File ID Number 13-1915 Introduction Date **Enactment Number Enactment Date**



Community Schools, Thriving Students

Memo

Board of Education

From

Gary Yee, Ed.D., Acting Superintendent

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

Equity-in-Action

Vernon Hal, Deputy Superintendent, Business & Operations

Board Meeting Date (To be completed by

September 11, 2013

Procurement) Subject

Memorandum of Understanding - Alternatives In Action (contractor) - 335/Life

Academy (site/department)

Action Requested

Approval of Memorandum of Understanding between Oakland Unified School District and Alternatives In Action. Services to be primarily provided to Life

Academy for the period of July 1, 2013 through August 29, 2014.

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.

The general purpose of the 21st Century Community Learning Center (21st CCLC) program is to establish or expand community learning centers that provide students with academic enrichment opportunities along with activities designed to complement the students' regular academic program. California Education Code (EC) Section 8421 further defines the purpose of the 21st CCLC High School ASSETs program as (1) creating incentives for establishing locally driven after school enrichment programs that partner schools and communities to provide academic support and safe, constructive alternatives for high school pupils in the hours after the regular school day, and (2) assisting pupils in passing the high school exit examination for public school programs.

Discussion One paragraph summary of the scope of work.

Approval by the Board of Education of a Memorandum of Understanding between the Oakland Unified School District and Alternatives In Action, Alameda, CA, for the latter to provide services as lead agency for program coordination, math intervention, homework support, student supervision, and variety of enrichment services for 6th and 7th grade middle school students for a comprehensive After School Program at Life Academy for the period of July 1, 2013 through August 29, 2014, in an amount not to exceed \$213,115.00.

Recommendation

Approval of Memorandum of Understanding between Oakland Unified School District and Alternatives In Action. Services to be primarily provided to 335/Life Academy for the period of July 1, 2013 through August 29, 2014.



Community Schools, Thriving Students

Fiscal Impact

Funding resource name (please spell out) 4124/21st Century High School After School Safety and Enrichment for Teens (ASSETs) Grant: Core Funding = \$90,297.00, Equitable Access = \$670.00, and 6010/After School Education and Safety (ASES) Grant in the amount of \$122,148.00 for a total amount not to exceed \$213,115.00.

Attachments

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



Memorandum of Understanding 2013 – 2014 Between Oakland Unified School District and

Alternatives in Action

1. Intent. This Memorandum of Understanding ("MOU") establishes the Oakland Unified School District's

("OUSD") intent to contract with _

quarter's months.

Alternatives in Action

	("AGENCY") to serve as the lead agency to provide after-school and/or summer educational programs and to serve a sufficient number of students and run services for a sufficient number of days to earn the core grant allocation of funding at
	 After School Education and Safety Program ("ASESP") California Department of Education ("CDE") 21st Century Community Learning Center (21st CCLC) Oakland Fund for Children and Youth - This MOU will also outline services provided on OUSD school grounds through the Oakland Fund for Children and Youth ("OFCY") After-School Initiative funds that shall be utilized as matching funds to CDE ASESP and 21st CCLC funds. Private grants
2.	Term of MOU. The term of this MOU shall be July 1, 2013 to August 29, 2014 and may be extended by written agreement of both parties.
3.	Termination. OUSD may at any time terminate this MOU for any or no reason upon not less than five (5) days written notice to AGENCY. OUSD shall compensate AGENCY for services satisfactorily provided through the date of termination. In addition, OUSD may terminate this MOU for cause should AGENCY fail to perform any part of this MOU. In the event of termination for cause, OUSD may secure the required services from another contractor. If OUSD's cost of procuring services from another contractor exceeds the cost of providing the services pursuant to this MOU, AGENCY shall pay the additional cost.
4.	Compensation. The ASESP and 21st CCLC grant award amount for 335/Life Academy (6-7) is \$213,115.00 . AGENCY shall be entitled to compensation from these funds in accordance with the following terms and conditions:
	4.1. Total Compensation. Subject to the provisions of 4.2 Positive Attendance and the provisions of 4.3 Administrative Fee, AGENCY shall receive the amount of the grant award less OUSD's administrative fees and other site costs agreed to by the Site Administrator and AGENCY.
	4.2. Positive Attendance. Payment for services rendered related to the ASESP and 21st CCLC grants shall be based on actual student attendance rates (\$7.50 a day per student), not estimates, as those programs are "positive attendance based." OUSD reserves the right to modify the annual core allocation based on reported attendance. In the event that payments made to AGENCY exceed the reported attendance for the Core grant, the AGENCY will return payments to OUSD at the rate of \$7.50 a day per student. Documentation of attendance must be submitted through the OUSD/OFCY attendance systems in order for invoices for payment of services for the ASESP and

21st CCLC grants to be processed. Exhibit A (Attendance Reporting Schedule 2013-2014")

4.2.1. Reconciliation Process for Positive Attendance Based Grant Funds. OUSD will adjust the payment of the "positive attendance based" grants based on quarterly review of monthly invoices and attendance for services rendered related to the ASESP, 21ST CCLC (Core Grant) for any adjustments resulting from the reconciliation of the attendance reports for that

The attendance reconciliation process will assess the program's

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

- 4.2.2. Administrative Charges and Reconciliation. Reconciliation process for positive attendance based grants must factor in the subtraction of administrative and other OUSD central charges, as outlined in section 4.3, from any grant amounts earned through attendance (OUSD indirect, custodial, evaluation, and After School Programs Office administrative and training/technical assistance fees).
- **4.3. OUSD Administrative Fees.** OUSD shall charge and withhold up to 14% from the overall ASESP and 21st Century grant awards for central indirect, administrative, custodial, evaluation, and direct service training and technical assistance.
- 4.4. AGENCY Administrative Fees. AGENCY understands and agrees that it may not charge more than 4% of the total contract amount as administrative fees and that its administrative fees must be set at an appropriate dollar amount to keep the ASESP and 21st Century grants within the grant-mandated allowable 15% for total indirect/administrative costs. The agency administrative fees charged to the ASESP and 21st CCLC grants must be used for direct administrative costs and cannot be used for agency indirect costs. Direct administrative costs consist of expenditures for administrative activities that provide a direct benefit to the ASESP and 21st CCLC programs. Indirect costs consist of expenditures for administrative activities that are necessary for the general operation of the agency, but that cannot be tied to the ASESP and 21st CCLC programs.
- **4.5. Program Budget.** Due to result-based budgeting, the grant will remain as part of the site budget. Funds will be encumbered from the site budget on behalf of AGENCY for the school year 2013-2014 and will not exceed \$213,115.00 in accordance with **Exhibit B** ("ASESP/21st CCLC Planning Tool/Comprehensive After School Program Budget for AGENCY 2013-14").
- 4.6. Modifications to Budget. Any modifications to the approved grant budget must be approved by OUSD, AGENCY, and CDE before expenditures of funds for modified line items are authorized. Except as expressly set forth herein, OUSD shall not be liable to AGENCY for any costs or expenses paid or incurred by AGENCY in performing services for OUSD. The granting of any payment by OUSD, or the receipt thereof by AGENCY, shall in no way lessen the liability of AGENCY to correct unsatisfactory work, although the unsatisfactory character of that work may not have been apparent or detected at the time a payment was made. Work, which does not conform to the requirements of this Agreement, may be rejected by OUSD and in that case must be replaced by AGENCY without delay.
- 4.7. Program Fees. The intent of the 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 335/Life Academy (6-7), will be responsible for operations and management of the ASESP, 21st CCLC, OFCY, and private grants contracted to AGENCY by OUSD for fiscal year 2013-2014. This shall include the following required activities:
 - 5.1. Student Outcomes. AGENCY shall achieve the student outcomes as described in the grant application narrative and articulated in documents from the program evaluation team. AGENCY agrees to develop school specific outcomes, as defined in partnership with the principal. AGENCY recognizes that the principal is the chief decision maker for after school and summer programs, and ensures that school site objectives are met.
 - 5.1.1. Alignment with Community School Strategic Site Plan (CSSSP). AGENCY will ensure the after school program aligns with OUSD and 335/Life Academy (6-7) and objectives to ensure the success of students as articulated in the Community School Strategic Site Plan (CSSSP). AGENCY will work in partnership with the school principal to ensure that the program components are aligned with and complement OUSD standards and school site curriculum.
 - 5.2. Oversight. AGENCY will provide oversight, fiscal management, payroll services, technical assistance, and facilitation of collaboration with other service providers. Agency must ensure compliance with ASESP and 21st CCLC funding guideline requirements and follow OUSD after school policies and procedures. This includes compliance with OUSD staffing requirements and policies including No Child Left Behind and other legislative mandates.
 - 5.3. Enrollment. AGENCY will enroll 6th through 7th grade students at 335/Life Academy (6-7), to serve sufficient number of students and run services for a sufficient number of days to earn the full core grant allocation of funding.

5.4. Program Requirements

- 5.4.1. Program Hours. The program shall be offered Monday through Friday, every regular school day annually, commencing immediately upon the conclusion of the regular school day, operating a minimum of 15 hours/week, and until 6:00 pm daily. Instructional activities must include a balance of both academic and enrichment/recreation components.
- 5.4.2. Program Days. The program shall be offered a minimum of 177 180 days during the 2013 2014 school year. AGENCY will close the ASESP and 21st CCLC program no more than a maximum of 3 days in the 2013-14 school year for staff professional development, as permitted by Education Code. Programs that receive 21st CCLC Supplemental grant funds or private funding for summer shall additionally operate a sufficient number of days and hours in the summer, on weekends, and during intercession in the manner prescribed by the grant legislation and/or funder, in order to meet attendance goals required by the CA Department of Education and/or the funder.
- 5.4.3. Program Components. AGENCY agrees to provide programming that supports the guidelines as outlined in the ASESP and 21st CCLC grants for students at 335/Life Academy (6-7). AGENCY acknowledges and agrees to provide programming consistent with grant guidelines including, but not limited to:

After S	School MOU	2013-2014,	Page 3 of 29
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- Educational and Literacy. An educational and literacy element that must provide tutoring
 and/or homework assistance designed to help students meet state standards in one or more
 of the following core academic subjects: reading/language arts, mathematics, history and
 social studies, or science. A broad range of activities may be implemented based on local
 student needs and interests.
- Enrichment. The enrichment element must offer an array of additional services, programs
 and activities that reinforce and complement the school's academic program. Enrichment
 may include but is not limited to arts, youth development, leadership, recreation, sports,
 music, career awareness, college interest, service learning and other youth development
 activities based upon student needs and interests. All programs must offer both enrichment
 and recreation/physical fitness activities as core components of the after school program and
 summer program.
- Family Literacy Services. In all programs receiving 21st CCLC grant funds, AGENCY shall
 assess the need for family literacy services among adult family members of the students to
 be served by the program. All programs will, at a minimum, either refer families to existing
 services or coordinate with local service providers to deliver literacy and educational
 development services.
- Supplemental and Summer Services. In all programs receiving 21st CCLC Supplemental
 grant funds or private funding for summer, AGENCY will provide educational and enrichment
 programming in the summer, on weekends, and/or during intercessions. A broad range of
 activities may be implemented based on local student needs and interests, and district
 guidelines for summer programming.
- **5.4.4. Staff Ratio.** The staff to youth ratio shall not exceed 1:20, with no more than 20 youth for each qualified, adult staff supervisor.
- **5.5. Data Collection.** AGENCY will work with OUSD to collect and analyze data on student enrollment, student attendance, student academic performance, student satisfaction, and parent satisfaction. This includes, but is not limited to:
 - **5.5.1. Accountability Reports.** Providing OUSD with the following set of program accountability reports:
 - Financial reports
 - Activity reports
 - Outcomes reports: behavioral and academic
 - 5.5.2. Attendance Reports. Providing OUSD with attendance reports using the OUSD/OFCY attendance systems and maintaining required attendance records utilizing the OUSD/OFCY attendance systems, including completion of mandatory monthly reports. Original written documentation of all daily attendance records, including all daily sign in/out sheets, will be maintained by Agency for 5 years for auditing purposes.
 - **5.5.3.** Use of Enrollment Packet. AGENCY will use OUSD After School Program Parent Permission and Student Information enrollment packet, including early release waiver, for all after school participants. (Exhibit C) AGENCY will seek approval from the OUSD After School Programs Office for any modifications to the OUSD enrollment packet, in advance of distribution.
- 5.6. Maintain Clean, Safe and Secure Environment. Maintaining clean, safe, and secure program environments for staff and students in conjunction with OUSD guidelines. AGENCY, as they view necessary, will initiate and establish additional cleanliness, safety, and security policies and protocol sufficient to ensure staff, student and family member safety.
- 5.7. Meeting Participation. AGENCY will participate in technical assistance, training, orientation, monthly meetings and other support and resource development activities provided by OUSD and

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

- **5.8. Relationships.** AGENCY will maintain six essential collaborative relationships to ensure partnerships towards effective program implementation:
 - Administration, faculty, and staff of 335/Life Academy (6-7)
 - OUSD After School Programs Office
 - OUSD central administration departments
 - Parents/Guardians
 - Youth
 - Community organizations and public agencies
- **5.9. Licenses.** AGENCY shall obtain and keep in force all licenses, permits, and certificates necessary for the performance of this Agreement.
- 6. Field Trip Policy. FIELD TRIPS, OFF SITE EVENTS AND OFF SITE ACTIVITIES:
 - AGENCY shall provide each Site Administrator and the OUSD After School Programs Office
 with a schedule of all after school program field trips and/or off site events and/or off site
 activities by the first day of each semester, and a schedule of all summer field trips and/or off
 site events and activities by the first day of the summer program, if AGENCY is providing
 summer services (Exhibit D)
 - AGENCY hereby certifies that after school and summer program staff and/or subcontractors will
 comply with the following procedures for all field trips, off site events and off site activities:
 - **6.1.** Licenses Permission Slips/Acknowledgement. Field trip/excursion permission slip must be signed by parent(s)/guardian(s) of all student participants and an acknowledgement must be signed by all adult chaperones both of which shall include the following information:
 - 6.1.1. a full description of the trip and scheduled activities
 - **6.1.2.** student/adult participant health information
 - 6.1.3. "Notice of Waiver of All Claims: Education Code § 35330 provides that all persons making a field trip or excursion shall be deemed to have waived all claims against any school district, charter school, or the State of California for injury, accident, illness or death occurring during or by reason of the field trip or excursion, regardless of who holds the claims. If the field trip or excursion to which this permission slip applies is out-of-state, I hereby knowingly waive all of my and my daughter's/son's/ward's claims against any school district, charter school, and/or the State of California for injury, accident, illness or death occurring during or by reason of the out-of state field trip or excursion."
 - **6.2.** After school and summer program staff or subcontractors leading trip must have a written list of students attending trip.
 - 6.3. No student shall be prevented from making a trip due to lack of sufficient funds.
 - 6.4. After school and summer program staff or subcontractors leading trip shall have a sufficient first aid kit in his or her possession or immediately available. If the trip is conducted in areas known to be infested with poisonous snakes, this first aid kit shall contain medically accepted snakebite remedies.

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

6.6. Supervision

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

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

- 6.8. AGENCY must have reasonable confirmation that all organizations involved in the trip have demonstrated expertise and exhibit reasonably safe and reputable operating procedures and business practices appropriate to student trips.
- 6.9. Vendor is licensed to provide all proposed activities.
- **6.10.** Voluntary Student Accident Insurance must be <u>made available</u> for purchase (required for all trips). All student participants on higher risk activities (e.g. swimming, snow trips, horseback riding, sailing, rafting, etc) must be covered by medical or accident insurance.
 - 6.10.1. Parents/guardians must be informed that there is no District insurance for the trip;
 - **6.10.2.** Program fees must include coverage for accidents or injuries to participants by an insurance carrier authorized to do business in California.
- 6.11. ADDITIONAL REQUIREMENTS FOR HIGH RISK, OVERNIGHT, OUT OF STATE TRIPS:
 - 6.11.1. Definition of High Risk Activities
 - 6.11.1.1. Because of concerns about the risk to student safety, the after school program coordinator shall not permit the following activities on campus or during AGENCY sponsored after school or summer program trips, events and activities unless the activity is properly supervised, students wear protective gear as appropriate, and each participant has insurance coverage:
 - Amusement Parks
 - Interscholastic Athletic Activities
 - Bicycle riding
 - Circus Arts
 - Hiking (Moderate to rigorous terrain or length) vs short nature "walks"
 - Hang gliding
 - Horseback riding
 - Ice Skating
 - In-line or Roller Skating
 - Rock climbing, climbing walls
 - Skateboarding or use of non-motorized scooters
 - Snow sports of any kind
 - · Trampoline; Jumpers
 - Motorcycling
 - Rodeo
 - Target Shooting
 - Water Activities including but not limited to: swimming, snorkeling, scuba diving, sailing, boating, kayaking, river rafting, water slides, water skiing etc.
 - Outdoor active, experiential programs (Ropes course, pulley, etc.)

- Other activities determined by the school principal to have a high risk to student safety
- **6.11.1.2** The cost of insurance coverage for such activities shall be borne by the student and/or AGENCY.
- **6.11.1.3** Students who operate or ride as a passenger on a bicycle, non-motorized scooter or skateboard upon a street, bikeway or any other public bicycle path or trail shall wear a properly fitted and fastened bicycle helmet that meets the standards of law. Students also shall be required to wear such helmets while wearing in-line or roller skates.
- 6.11.2. Department of Justice and FBI fingerprinting and fingerprint clearance must be obtained for all non-District employee chaperones. Chaperones who continue beyond one school year will need to get fingerprint clearance once every three years from the time they begin chaperoning on after school program trips. Chaperones shall act in accordance with district policies, regulations and school rules. A person who is required to register as a sex offender pursuant to Penal Code 290 shall not serve as a chaperone on any field trip.
- 6.11.3. No chaperone shall be assigned to provide supervision or instruction of students unless he/she has submitted evidence of an examination within the past 60 days to determine that he/she is free of active tuberculosis. Chaperones whose skin test negative shall thereafter be required to take tuberculosis test every four years or sooner if deemed necessary by AGENCY.
- **6.11.4.** Letter must be sent to parent(s)/guardian(s) and a meeting must be held for staff, chaperones, parent(s)/guardian(s) and students in advance of trip to discuss trip and safety related procedures, itinerary and questions.
- **6.11.5.** Sleeping arrangements and night supervision are safe and appropriate.
- **6.11.6. Vendor Proof of Insurance:** After School Program Coordinator and/or Summer Program Coordinator has obtained proof of insurance from all private vendors including:
 - Facility
 - Program

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

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

6.12.3. Swimming Activities

- 6.12.3.1. Parents/guardians must provide written permission for the student to swim and must indicate the student's swimming ability. Students whose parents do not give permission for their child to swim shall be identified in advance of trip and a tracking system designed to ensure they do not enter pool or swim area.
- **6.12.3.2.** Swimming facilities, including backyard pools, must be inspected by the AGENCY Executive Director and after school program staff before the trip is scheduled.

- **6.12.3.3.** Owners of private pools must provide a certificate of insurance, designating OUSD and AGENCY as an additional insured, for not less than \$2,000,000 in liability coverage.
- 6.12.3.4. Lifeguards must be designated for all swimming activities. If lifeguards are not provided by the pool owner or operator, the AGENCY Executive Director shall ensure their presence. The AGENCY Executive Director shall ensure that lifeguards are Red Cross certified or equivalent and must be at least 21 years old. A swim test must be administered before any student is permitted in the deep end of the pool or swim area. A tracking system shall be designed in advance of trip to identify those students who have and have not passed the swim test.
- 6.12.3.5. The ratio of adult chaperones to students shall be at least one to ten. In grades 4-6, this ratio shall be at least one to eight. In grades K-3, this ratio shall be at least one to four.
- **6.12.3.6.** Specific supervisory responsibilities shall be determined in advance to accommodate the varying swimming abilities of students. These responsibilities shall be clarified in writing and reviewed verbally before the trip.
- **6.12.3.7.** Emergency procedures shall be included with written instructions to adult chaperones and staff.
- **6.12.3.8.** Staff and chaperones assigned to supervise students must wear swim suits and know how to swim and be at each side of the pool or swim area actively monitoring students at all times.
- 6.12.3.9. The After School Program Coordinator and/or Summer Program Coordinator may require students to wear flotation devices, depending upon their age and swimming ability.
- **6.12.3.10.** A buddy-system or other means of surveillance shall be arranged in advance and strictly enforced during swimming activities.
- 6.13. Additional Requirements for trips to East Bay Regional Park District Bodies of Water (swimming pools, lagoons, shoreline parks and lakes) and Related Facilities
 - 6.13.1. At least 2 weeks prior to trip date, all persons attending trip, including, but not limited to, each and every student, teacher, instructor, chaperone, supervisor, parent, administrator, volunteer, or aide (hereinafter "participant") will provide to the School District Office of the General Counsel an original, properly completed, signed and dated East Bay Regional Park District Waiver (attached as Exhibit E), executed by either the participant if he or she is 18 years of age or older, or the participant's parent or legal guardian if the participant is under 18 years of age
 - 6.13.2. Should AGENCY fail to provide an original, properly completed, signed and dated East Bay Regional Park District Waiver for each trip participant as defined in Section 6.13.1 above, AGENCY agrees to hold harmless, defend and indemnify OUSD, its officers, employees, volunteers and agents from all claims and actions resulting therefrom.
- 7. Financial Records. AGENCY agrees and understands that OUSD is responsible for fiduciary and programmatic oversight for the expenditure of the ASESP and 21st CCLC grant funds contracted to AGENCY by OUSD for fiscal year 2013-2014. AGENCY will function as a sub recipient of funding and as such will follow all required fiscal guidelines and meet outlined standards as referenced in applicable

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

- 7.1. Accounting Records. AGENCY will maintain its accounting records based upon the principles of fund accounting.
- **7.2. Disputes.** AGENCY shall make all records related to ASESP, 21ST CCLC available to OUSD for review. OUSD and AGENCY shall meet and confer regarding any disputes as to the amount of actual expenses before taking any action to collect funds.

8. Invoicing

- 8.1. Billing Structure. AGENCY shall only invoice for actual expenditures incurred. Supporting documentation must be presented along with monthly invoices upon request. Billing details must be provided upon request to OUSD to ensure compliance with related sub recipient and grant guidelines.
- **8.2.** Unallowable Expenses. AGENCY may not purchase computers or capital equipment using ASES, 21st Century Core Grant, 21st Century Direct Access, or 21st Century Family Literacy funds.
- 8.3. Invoice Requirements. AGENCY will submit invoices with evidence of the following staff qualifications for each AGENCY employee and AGENCY agent, including employees of subcontracting agencies and volunteers: TB Clearance, current CA Department of Justice and FBI fingerprint clearance, and Instructional Aide requirement. AGENCY will utilize the required OUSD invoicing and staff qualifications form (Exhibit F) for regular invoice submission.
- 8.4. Submission of Invoices. AGENCY must submit invoices to OUSD on a timely and regular basis for services rendered. OUSD will not accept invoices submitted more than thirty days beyond the end of each fiscal quarter. No invoices will be accepted more than 30 days past the end of June 30 of the contractual fiscal year. AGENCY must also submit invoices according to specific invoicing deadlines as outlined by OUSD to ensure timely processing. (Exhibit G)
- 8.5. Submission of Invoices for ASESP and 21st Century Grants. For services rendered related to the ASESP and 21st Cele grants, OUSD shall pay AGENCY, on a monthly basis, for appropriately documented expenses related to the ASESP and 21ST cele grants, with a cumulative total for 2013-14 not to exceed \$213,115.00 in accordance with the attached Exhibits to this Memorandum. Invoices for payment of services shall be submitted by the 10th of each month to the OUSD After School Programs Office, utilizing the required OUSD invoicing and staff qualifications form (Exhibit F). OUSD will strive to adhere to second Accounts Payable check run per the published schedule of monthly payments if invoices are submitted in accordance with the deadlines and requirements set forth in this section and the accompanying Exhibits.
- 9. Ownership of Documents. AGENCY agrees that, pursuant to California law, it shall maintain program and fiscal documentation for the ASESP and 21st CCLC programs for a minimum of five years. All documents created by AGENCY pursuant to this MOU, including but not limited to reports, designs, schedules, registration packets, early release waivers, and other materials prepared, or in the process of being prepared, for the services to be performed by AGENCY, are and shall be at the time of creation and thereafter the property of OUSD, with all intellectual property rights therein vested in OUSD at the time of creation. OUSD shall be entitled to access to and copies of these materials during the progress of the work. Any such materials in the hands of AGENCY or in the hands of any subcontractor upon completion or termination of the work shall be immediately delivered to OUSD. If any materials are lost, damaged or destroyed before final delivery to OUSD, AGENCY shall replace them at its own expense and AGENCY hereby assumes all risks of loss, damage or destruction of or to such materials. AGENCY may retain a copy of all materials produced under this MOU for its use in its general business activities.

10. Changes

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

11. Conduct of Consultant

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

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

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

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

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

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

OAKLAND UNIFIED SCHOOL DISTRICT	AGENCY
9/12/13	Agency Director Signature Date
President, Board of Education Date	
State Administrator	PALLED TO LOS
□ Superintendent	P. Murillo, Executive Director
7 J- 14 9/12/13	Print Name, Title
Secretary, Date	Attachments:
Board of Education	 Exhibit A. Attendance Reporting Schedule
Board of Education	Exhibit B. Planning Tool/Comprehensive After
cuties Sauke	School Program Budget
Associate Superintendent Date	Exhibit C. Enrollment Packet, including Early
Family, School, and Community Partnerships Dept.	Release Waiver
	 Exhibit D. List of Anticipated Field Trips, Off Site

File ID Number: 3-/9/5
Introduction Date: 9/1//3
Enactment Number: 13-189/
Enactment Date: 9/1//3

After School MOU 2013-2014, Page 13 of 29

MOU template approved by Legal May, 2013

Events and Off Site Activities

Exhibit E. Waiver for use of East Bay Regional Park District Bodies of Water (Swimming Pools, Lagoons, Shoreline Parks and Lakes) and Related Facilities

Exhibit F. Invoicing and Staff Qualifications Form **Exhibit G.** Fiscal Procedures and Policies

Exhibit H. Certificates of Insurance

Exhibit I. Statement of Qualifications

Exhibit A

Attendance Reporting Schedule

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

Exhibit B

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

(Template distributed separately)

INSERT HERE

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2013-2014 Elementary/Middle School After School Program Budget

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Required Signatures for Budget Approval

Date 6/19/13

0/10/13

OUSD After School Programs funded by After School Education and Safety (ASES) and 21st Century Community Learning Center (21st CCLC) Grants ASES and 21st CCLC After School Program Plan **Elementary & Middle Schools** 2013 - 2014 **SECTION 1: School Site Information** Date: 6/15/2013 School Site: Life Academy of Health and Bioscience Middle School Principal Signature: Lead Agency Signature: (acidonn's Commercit After School Site Coordinator Name (if known at this time): Cesy Martinez Community Programs Coordinator SECTION 2: After School Alignment with Community School Strategic Site Plan (CSSSP)

Mark the following Strategic Priority areas of the school's CSSSP where this after school program is identified as a high leverage strategy. X Balanced Literacy and Literacy Across the Curriculum X Science, Technology, Engineering, and Mathematics (STEM) X Transitions and Pathways Pre-K to 12 X_ College, Career and Workforce X_ Accelerating Students through Targeted Approaches X_ Extended Learning Time X_ School Culture (including Meaningful Student Engagement) X Health and Wellness X_ Interrupting Chronic Absence (Attendance)

X Building Capacity and Leadership
 X Family and Student Engagement
 X Strategic Operational Practices

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

- Academics To provide high-impact targeted and universal academic interventions that support the academic rigor of Life Academy and support mastery in English, Science, and Math.
- Community Service/Enrichment

 To complete community impact projects based on student interest that allows students to interact positively with the community and experience personal efficacy and growth in social/emotional health.
- Cascading Leadership To create effective youth-adult partnerships that engage youth in the decision-making
 processes of the afterschool program and further their own personal development by coaching
 peers.
- 4. College and Career Readiness- Provide supports, resources, and real world experiences that help prepare students for success in college and career beyond high school through a college and career information center, project based learning, internships, and skill building.
- Health/Physical Fitness To provide strategies and exposure to youth in how to increase health and well-being in their lives, school, and community

All afterschool activities work to promote a positive school culture by establishing and holding group agreements and teaching the 7Rs: Risk, Respect, Responsibility, Resiliency, Real, Rigor, and Relationship.

Strategic Questions/Desired	Strategic Activities	Outcomes of Strategic	Data used to assess
Outcomes		Activities	the strategic activities
As a result of our ASP efforts	What after school strategic activities will support the desired outcomes?	What short-term outcomes will you expect from your efforts by the end of the school year?	What data will be collected to measure these outcomes?
High School Graduation: How many more Oakland children are graduating from high school?	All 6-7 th graders will participate in METS college workshops preparing them for high school and college.	100% of 8 th graders will complete graduation requirements from middle school and successfully	Attendance on cityspan for METS, EDP and academics

ASES and 21st CCLC After School Programs 2013-2014

	All 6-8 th graders will complete daily academic support to ensure they're successfully mastering academic concepts and keeping grades above a 2.0	transition to high school. 100% of students below a 2.0gpa will receive academic intervention and support during EDP.	GPA data by marking period CST data SRJ Reading scores
Satisfactory School Day Attendance: How many more Oakland children are attending school 95% or more?	All middle schoolers will participate at least 3 days a week in Extended Day Programs that engage students to increase school day attendance.	95% of middle school students will attend school daily.	Attendance on ABI Attendance for EDP on Cityspan
Job Skills/Career readiness: How many more students have meaningful internships and/or paying jobs?	All middle schoolers will participate in enrichment activities exposing them to career fields such as science, art, dance and will participate in weekly METS workshops to learn about college/career readiness. All 8th graders will participate in a STEM internship.	100% of graduating 8 th grade students will indicate they were prepared for career through extended day programs and internship experiences.	Attendance in Cityspan Surveys
Health and Well-being: How many more Oakland children have access to, and use, the health services they need?	Middle school students will learn about health, fitness, and nutrition through presentations by the Clinic Peer Health Program, garden program, and fitness/health curriculum in EDP. All students will have access to	100% of middle school students will visit the Health Clinic. All 6 th graders will participate in presentations by Peer Health presenters. All 6 th /7 th Grade EDP students will engage in curriculum about fitness/health/nutrition	Attendance in Cityspan Clinic records COST team referrals

SECTION 4: Program Model and Lead Agency Selection

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

☐ Traditional After School: voluntary program open to all students, with enrollment priorities targeting certain students X Extended School Day: additional class periods added to the bell schedule during after school hours for students of a particular grade and/or all students of the school

☐ Blended/Hybrid: combination of some extended day and some traditional after school programming

Description and Rationale for Selection of Lead Agency

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

Alternatives in Action's Community and Extended Day Programs offer youth and their families a broad range of after school programming and school-linked services that prepare young people for success in college, career and community leadership in alignments with Life Academy's vision of implementing a full service community school vision. Our comprehensive community school initiatives are based out of three East Bay High School sites: Life Academy of Health and Bioscience in East Oakland, McClymonds High School in West Oakland, and Alternatives in Action's own charter high school in West Alameda, which is open to students from other surrounding Alameda and Oakland high schools. Through our Community Programs, we partner with school staff, youth, parents and organizations to create powerful, real-world learning opportunities for over 900 high school youth in our "Six Pillars of Collaborative Programming". These include After School Community Projects, Academic Support and College Preparation, Career Development, Parent Engagement, Health and Wellness, and Cascading Leadership. We offer a place and supports that meet the needs of the whole child, from leadership to tutoring to physical check-ups. As youth progress and grow, they may take on roles of greater influence in the school and co-lead programs with other youth.

Alternatives in Action's approach to promoting youth voice and social change has been highlighted in toolkits on best practices, profiled in Public Profit's Youth Evaluation Team Findings Report March 2013, numerous news outlets and national publications such as "Growing to Greatness" and the Fifth Discipline: The Art and Practice of the Learning Organization. Alternatives in Action's effective management and ability to infuse cascading leadership and a community-school approach have led to an effective collaborative between Life Academy and Alternatives in Action.

SECTION 5: ATTENDANCE, PROGRAM DATES, AND PROGRAM SCHEDULE

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

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

180 days required*
135 Life students 50-60 additional students from nearby middle schools Total: 190 students
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^{*} CDE allows programs to close for a maximum of 3 of these days during the school year for professional development. Families must be notified of these program closure dates in advance, and the lead agency must maintain documentation of professional development activities offered on these dates.

SECTION 6: Academics

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

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

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

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

	Target Popula- tion	Academic Support (choose one)	CSSSP goal(s) or school need supported by activity	Measurable Outcomes	Description of program/activity	Instructional Strategies
1	Academic Support and HW for 6-8 th Grade	☐ Homework Support ☐ Tutoring ☐ Skill Building	Quality Learning Experiences for All Students A. Balanced Literacy B. STEM Support E. Accelerating Students through Targeted Approaches* F. Extending Learning Time	100% of students in Extended Day Programs will receive an hour of Academic HW and Tutoring Time 5 days a week as part of Extended Day Program. 75% of students will maintain above a 2.0gpa	Extended Day adult coaches and high school interns will provide tutoring and academic time daily for students to complete homework.	Use of Jupiter gradebook to monitor assignments and grades in class. Ongoing communication with teachers about class assignments.
2	Academic Interventio n in Science, Math, and English	Skill Building Academic Intervention	Quality Learning Experiences for All Students A. Balanced Literacy B. STEM Support E. Accelerating Students through Targeted Approaches* F. Extending Learning Time	100% of students below a 2.0gpa and/or who are FBB or BB on CST's will receive academic intervention and skill building with teachers in Science, Math, and English.	Teachers will hold pull out academic intervention sessions during HW time.	Jupiter Gradebook to monitor grades. SRI and CST scores Read 180/Achieve 3000 to improve reading.
3	METS college readiness workshops	☐ Skill Building ☐ Other- College and Career Readiness	Quality Learning Experiences for All Students E. Accelerating Students through	Students will report feeling prepared to succeed in high school and college and can create a plan	90% of 6 th and 7 th grade students will participate weekly in college/career readiness workshops	METS workshops and curriculum.

ASES and 21st CCLC After School Programs 2013-2014

			Approaches* F. Extending Learning Time C. Transitions Pathways Prel D. College, Ca and Workforce	& <-12 reer,			
4	Library fir trips to increase literacy	Development	Students A. Balanced Li	r Ail grade stude advance by gradelevel reading skil	one in SRI Is.	6 th and 7 th students will go 1x a month to the library to check out books that meet gradelevel reading skills	SRI assessments Sustained Silent Reading logs.
Enract act ofte	richment a ivities sho ivities sho	ctivities and physical uld provide students uld intentionally and	PHYSICAL ACTIVIT activity/recreation are with the opportunity to creatively build skills the alth and wellness, positive CSSSP goal(s) or	required component apply their classroot at support students'	ts of the Am learning success arts learnin	in a real, hands-on wa n school and in life. Er	ay. Enrichment prichment activities
	rich-	Rationale	school need supported by activity	brief Description	raige	ried Skills	Outcome
Sm	Grade artMoves	☐ Student Identified ☐ School Identified ☐ Parent Identified ☐ Other (specify)	Quality Learning Experiences for All Students C. Transitions & Pathways PreK-12 Safe, Health and Supportive Learning Environments A. School Culture (Meaningful Student Engagement)	Students will learn about healthy decision making an life skills including drug/alcohol/violenc prevention, gang prevention, and alternatives to bullying.	□ Lea	cial & Emotional Learning Idership alth and Wellness	Students will report increased relationships with adults and peers on campus Students will have no suspensions related to drugs, alcohol, or gangs.
6 th	Grade Art	☐ Student Identified ☐ School Identified ☐ Parent Identified ☐ Other (specify)	Quality Learning Experiences for All Students D. College, Career, and Worldforce	Students will learn skills in drawing, painting, sculpting, and art history.	☐ Soc	lege/Career Readiness cial & Emotional Learning ter (specify)- Art	Students will be able to express themselves through symbols and art.

		F. Extending Learning Time			projects a semester and will complete a community service project integrating art.
7 th <i>Grade</i> STEM	☐ Student Identified ☐ School Identified ☐ Parent Identified ☐ Other (specify)	Quality Learning Experiences for All Students B. STEM D. College, Career, and Workforce F. Extending Learning Time	Students will learn about physical and health sciences through project based learning including maintaining the school's Peace Garden.	☐ College/Career Readiness ☐ Social & Emotional Learning ☐ Academic (specify) ☐ Health and Wellness ☐ Other (specify)- STEM	Students will complete projects in physical health, nutrition, and gardening and will complete a community service project related to STEM.
7 th Grade Performing Arts	☐ Student Identified ☐ School Identified ☐ Parent Identified ☐ Other (specify)	Quality Learning Experiences for All Students D. College, Career, and Workforce F. Extending Learning Time	Students will learn skills in singing, dance, and acting through project based learning and performance.	☐ College/Career Readiness ☐ Social & Emotional Learning ☐ Other (specify)- Performing Arts	Students will perform in front of an audience at least once per semester showing skills in dance, music, and song.

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

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

Type of Activity	CSSSP goal(s) or school need supported by activity	Brief Description	Measurable Outcome	Alignment with school day family engagement / family literacy efforts or resources
Parent Academy	Meaningful Student, Family, and Community Engagement	All parents of grades 6- 12 can participate in 2x a month workshops. Parents will determine what workshop topics are relevant. Topics	At least 25 parents will attend each workshop and will report increased connection to their students' school.	Workshop topics will support parents in order to support their students' success in school. The y will be developed in coordination with the

ASES and 21st CCLC After School Programs 2013-2014

	B. Health and Wellness	may include adolescent health, supporting academic achievement, financial literacy, English language acquisition, and College Readiness.		Parent Liaison, administration, College Career Information Center, and Community Program staff.
One Time Events- (Back to School Night, Orientation)	Meaningful Student, Family, and Community Engagement	All parents will be invited to attend special school events such as Back to School Night, project presentations, registration, orientation, etc.	85% of parents will attend at least 2 events during the school year.	Events will be coordinated by school day staff and community program staff to support parent access to information, celebration of student learning, and participation in their students' education.
Parent Leadership Team (PLT)	Meaningful Student, Family, and Community Engagement A. School Culture	2 parents per Advisory class will be nominated by teachers and the parent liaison to meet 2x a month for leadership training, planning of leadership initiatives, and to discuss school policy with administrators.	85% of advisory classes will have 2 parents participate in the PLT. Parents will report increased skills in leadership, greater connection to the school, and ability to shape policy and school decisions.	The PLT connects parents to the school day Advisory classes, the Parent Liaison, Administrators, and Community Programs staff for full school integration.
Conferences and Defenses	Meaningful Student, Family, and Community Engagement Interrupting Chronic Absences	Advisory teachers will communicate with parents about students' academic progress at least 5 times a year. 2 of those times are through parent/teacher conferences and	80% of parents will attend a parent/teacher conference and 50% of parents will attend a student defense.	Advisory teachers will work with the Parent Liaison to communicate with families about scheduling attendance at events to increase family engagement in student learning.

ASES and 21st CCLC After School Programs 2013-2014

invitations to attend their student's defense in 10th and 12th grade to connect parents to students' learning.

SECTION 9: Chronic Absence Action Plan

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

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

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

Strategies to Support Attendance	Action Steps
 a) Recruit and address the needs of students who are at risk of chronic absenteeism. 	Students will be identified by advisors if failing or chronically absent to participate in Extended Day Programs. Parent coach will support outreach and communication to families to engage students.
b) Inform parents about the importance of attendance and encourage parents to help each other get their students to class.	Parent Liaison and Parent Coach will conduct ongoing outreach to families about grades, attendance, and important school events through weekly phone calls, updates in Jupiter Gradebook, robo-calls, flyers mailed home, and information meeting.
c) Track students with poor program attendance and reach out to find out why and how attendance could be improved.	Advisors and Tribe leaders will check Jupiter Grades and Attendance of students on ABI then complete outreach to support engagement.
d) Celebrate good attendance and/or offer meaningful incentives to attract and reward students for attending our	Extended Day Program will create award certificates based on the Habits of Life, Mind, and Work in

,			
orogram. collaboration with school day teachers/admin. Once marking period students can earn a dance if their attendance and participation are positive.			
	ture and Climate le in support the school's efforts to transform school culture and climate, we places for all students to stay engaged, be successful, and thrive.		
	ools are taking to change discipline and transform school culture and chool utilizing to transform school culture and climate?		
X_ PBIS (Positive Behavioral Intervent X_ Restorative Justice X_ Social and Emotional Learning X Bullying Prevention	ions and Support)		
b) How will the school and lead agency pa supporting these efforts, and helping to tra	artner work together to ensure that the after school program is aligned and nsform school culture and climate?		
to align practices in discipline policy. • All Extended Day Programs integrate	te agreements to meet the social emotional learning needs of the program are held accountable for their behavior through the agreements. Program		
 Alternatives in Action provides a coayouth to work with peers to resolve participated in restorative justice trathan the Peer Mediation program ca 	ach who staffs a Peer Mediation/Restorative Justice Program that trains conflict, address bullying, and make agreements. This same coach ining and holds circles for conflict/situations that require more adult support an manage.		
learning and development of each s of students by subject area.	ive relationships amongst youth and adults to support the social emotional student. Curriculum is age appropriate and responsive to the learning needs		
collaboration and alignment from so			
 The Community Programs Director Life staff to align practices. 	and Program Coordinators meet regularly with the administrative team and		

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

African American students are part of the Extended Day Program where they can build connected relationships with adult allies who monitor their progress in social emotional development, academics, and attendance. The parent Liaison and Parent Coach communicate regularly with African American families about school events to engage them in the school and their students' success. Students who have behavior infractions are referred to the Restorative Justice/Conflict Mediation programs. Students with chronic emotional stress are referred to the Wright Institute counselors and Native American Health Center for services.

SECTION 11: Coordination with Other Service Provider	S
In the Full Service Community School model, the school become	s a hub of services where various types of service providers
come together, work together, and coordinate their efforts to mee	
The after school Site Coordinator or Director will actively participate in which of the following school group(s), in order to increase alignment between after school and school day efforts?	□ COST team (Coordination of Services Team) □ SST (Student Study Team) □ ELT (Educational Leadership Team) □ CSSSP (Community School Strategic Site Planning) team □ School Culture/Climate Committee □ Other –EDP staff meetings and Partnership meetings with United for Success Academy coordinators.
List key community partners whom you will actively collaborate with to accomplish the goals of your program.	Administration- Principal and Vice Principal Parent Liaison and Parent Coach METS (Mills Education Talent Search) Teachers in middle school Americorps with BAYAC Cesar Chavez Library OCO- Oakland Community Organizations Native American Health Center Wright Institute Counselling Alternatives in Action- Life High School interns
List all subcontractors who will be paid to deliver after school services.	Americorps through Bay Area Youth Agency Consortium (BAYAC) METS will provide outside funding source
Identify other service providers and support personnel at your school (ie. school psychologist, School Based Health Center staff, counselor, mental health therapist, school nurse, parent liaison, etc.) whom you will actively collaborate with to accomplish the goals of your program.	Nurses/Doctors in Native American Health Center Counselors in Wright Institute/Native American Health Center Life Academy Coordinator Venus Mesui for referrals to Restorative Justice/Peer Mediation.

2013-14 After School Enrollment Policy for Life Academy Middle School

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

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

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

Target Population(s)	Specific Data to Inform Selection of Program Participants	(High School Only) Indicate if participation is Optional or Mandatory for each target population
All Students 6-7 th grade	Students will participate in Extended Day Program through Advisory and Academic HW Time daily.	
8 th Grade Students	Participation in a science based internship with Highland hospital. Attendance in Advisory and Academic HW Time daily.	
Students below gradelevel or below a 2.0 gpa	Participation in academic interventions with credentialed teachers 2x a week.	

Grade levels prioritized for programming: 6-8th grade, full school

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

Additional Notes:

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

Program must enroll adequate numbers of students to meet CDE attendance targets.

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

Timeline	After School Enrollment Steps/Process	Individual(s) responsible
August	Registration- all students are enrolled	Alternatives in Action Community Programs Director, Coordinator, and Parent Liaison
August 26- September 6	Orientation to Extended Day Program	Alternatives in Action Community Programs Director, Coordinator, and Extended Day Program Coaches
September - May	Mandatory daily attendance in Advisory and Academic Time- optional participation in Enrichment. Phone calls home to families of nonparticipating students.	Community Programs Coordinator and Parent Liaison.
June	Surveys and feedback for program improvement	Community Programs Coordinator

Important dates to include in your timeline:

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

Principal Signature:

Lead Agency Signature:

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

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

Principal initials	Lead Agency initials	2013 – 14 Assurances for Grant Compliance and After School Alignment with School Day
PT.	CS	Site Administrator and Lead Agency Director/Site Coordinator have reviewed the CA Dept of Education's ASES and/or 21st Century Grant Assurances, and understand mandated grant compliance elements.
P.T.	03	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.
P.T.	CJ	Site Administrator will meet regularly with Site Coordinator to ensure program is meeting identified goals.
P.T.	CJ	Site will share student outcome data to better refine program (Attendance data, EduSoft, Report Cards, IEP's, etc).
P.T.	cs	The principal and lead agency partner have reviewed and discussed the Academic Liaison/Quality Support Coach key responsibilities described on the following page. Both Principal and lead agency partner understand that this role is critical for strengthening staff practices and the quality of the after school program. Site will identify a certificated, qualified individual to serve as the program's Academic Liaison and to fulfill all responsibilities outlined in the role description.
P.T.	CJ	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.
P.T.	CS	Site will invite Site Coordinator to participate on SSC, COST, SST, and CSSSP team to ensure coordination of services.
P.T.	05	Site will coordinate the use of facilities and site level resources in support of program goals.
P.T.	C5	Site will provide Site Coordinator with office space that includes access to internet and phone.
P.T	CS	Site Administrator will share the School Site Safety Plan with the Site Coordinator and discuss appropriate policies and procedures to ensure safety during the after school hours.

Principal Signature:

Lead Agency Signature:

ASES and 21st CCLC After School Programs 2013-2014

Academic Liaison/Quality Support Coach

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

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

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

Academic Liaison/Quality Support Coaching Planning
a) Please identify who will fulfill the Academic Liaison/Quality Support Coach role for 2013-14:
A credentialed teacher on staff who has effective skills and experiences in coaching and/or adult learning A qualified professional who is part of the school staff An OUSD coach connected to the school (i.e. LCI Literacy or Math coach, BTSA coach, etc.) Other individual (please specify in detail):
If known, please specify the name of the person who will fill the Academic Liaison role, and identify his/her role in the school: Marc Huastigh School. Carlos Cabana & Middle School
b) Some schools are challenged in finding a qualified individual on staff who can fulfill the Academic Liaison/Quality

ASES and 21st CCLC After School Programs 2013-2014

Support Coach role.	In this case, the	DUSD After School	ol Programs Offic	ce will work actively	to try to find ar	n OUSD coach
to match with the sch	ool. Please mark	:				

Teachers on Extended Contract for Direct Service

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

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

2
a
2

Principal Signature:

Lead Agency Signature:

ASES and 24st CCLC After School Programs

After School Safety and Emergency Planning for 2013-14

After School Safety and Emergency Planning
A) The Comprehensive School Site Safety Plan will incorporate the After School Program. The Principal and Site Coordinator will discuss plans and procedures for after school safety, and the Site Coordinator will have access to the Comprehensive School Site Safety Plan. Yes No
If no, explain after school plans to ensure student and staff safety should an incident of violence or other crisis/emergency occur on or near the school campus during after school hours:
B) Describe the training that site will provide after school staff on safety procedures, including lockdown procedures and communication protocols for crisis response. Principal and Connective Programs Staff will work with the School Sewrith officer to train Staff by Safety and Lock down 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 Extra time/Over time (ET/OT) to accommodate an after school SSO. ☐ Site does not need an SSO or does not have the resources to have an after school SSO.
Principal Signature: Lead Agency Signature: ASES and 21st CCLC After School Programs
2013-2014

ASES and 21st CCLC After School Programs

Professional Development and Staff Wellness

Professional Development: After school staff should receive adequate professional development, including coaching

support and trainings, in order to grow and improve their practice. Programs should utilize data from the YPQA/SAPQA youth program quality assessment tool to determine the areas of focus for professional development a) Programs are allowed up to three days of program closure during the school year to offer staff professional development. Please indicate which three days (if any) your program plans to close this year for PD: 08/26/13,08/27/13,02/03/2014 b) What professional development, coaching, and training supports will be provided by the lead agency partner?

Welkly professional development, summer training conventation,

summer Bootcamp youth readership training.

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

Professional Development trainings at By Back Days in Aug. Od,

and January. d) ASPO professional development will consist of the mandatory August Institute (Aug. 5-9, four days for new site coordinators; three days for returning site coordinators), mandatory monthly site coordinator meetings (2 hrs/month), optional Youth Work Methods trainings (9 workshops aligned to YPQA, 2 hours each), and various professional learning communities (time commitment varies). Please mark: I understand that professional development helps ensure program quality. My program is committed to providing/accessing professional development opportunities for after school staff, based on needs identified by program data. My program will adequately budget for staff time to participate in professional development over the course of the year (for key line staff, recommended at least 20 hours of PD/year). 🛛 Yes 🗆 No Staff Wellness e) Please describe ways your program will work to support staff wellness over the course of the year: tour staff completes a personal professional goal including health targets. Lead Agency Signature: Principal Signature:





LIFE ACADEMY MIDDLE SCHOOL Extended Day Program Schedule 2013-2014

Time	Monday	Tuesday	Wednesday early release 12:45pm	Thursday	Friday
2:45- 3:30p	Advisory	Advisory	Parent Breaktast 9:10a	Advisory	Advisory
	145 0 m S	u an use obervior in modern un	Teen Center	no de transcer de transcer de la constante de	d
3:30 3:50p	Supper	Supper	Lunch 12:45-1:30pm , Supper: 3:30-3:50pm	Supper	Supper
113142	Cafeteria	Cafeteria	Caleteria	Cafeteria	Cafeteria
3:50 - 4:50p	Academic Power Hour	Academic Power Hour	Academic Power Hour	Academic Power Hour	Academic Power Hour
r rightents.	Coaches/Americorps	Coaches/Americorps	Coaches/Americorps	Coaches/Americorps	Coaches/Americorps
4;50± 6:00p	Art -6 th Grade	Art o Grade	Library 6 th Grade , 3:50 5pin	ART 5" Grade E	Drama Club
4:50- 6:00p	Fitness - 6 th Grade	Fitness – 6 th Grade	METS — 6 th Grade*	Fitness – 6 th Grade	Karaoke Club
4:50- 6:00p	Smart Moves – 6 th Grade	Smart Moves – 6 th Grade	Dance-6 Grade*	Smart Moves 6 th Grade	Rowing Club
4:50- 6:00p	Performing Arts #1-7th Grade	Performing Arts #2 — 7th Grade	Library - 7 th Grade* 3.50 - 8pm	Performing Arts #1-	Performing Arts #2-7 th Grade
4:50- 6:00p	STEM #1 – 7 th Grade	STEM #2 – 7 th Grade	7 ⁱⁿ Grade *	STEM #1 - 7 th Grade	STEM #2 - 7 th Grade
4:50- 6:00p	Soccer#1 - 2 th Grade	Soccer #2 =* T [®] Grade	Rowing Club — 7 th Grade* 3:50 – 6pm	Soccer#1 – 7 th Grade	Soccer #2 – 7 th Grade
4:50- 6:00p	Basketball #1 - 7 th Grade	Basketball #2 = 7 th Grade	Rowing Club – 7 th Grade* 3:50 – 6pm	Basketball #1 —	Basketball #2 – , 7 th Grade
	Dismissal 6:00	Dismissal 6:00	Dismissal 6:00	Dismissal 6:00	Dismissal 6:00

Parent Events: 2nd and 4th Thursday of Every Month. 6:00-7:30pm. Teen Center Check us out at lifeacademyhighschool.org & alternativesinaction.org. Phone: 510-534-0282 ext. 1241 *Each Wednesday students will rotate through a different enrichment activity.

Exhibit C

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

PARENT PERMISSION AND STUDENT INFORMATION - ELEMENTARY AND MIDDLE SCHOOLS

	4Aft	er School Program.
Grade	Date of	Birth
nt) Signature	2	Today's Date
City	Zip	
Work Phone	Cell	Phone
REENCY CONTACT IN	FORMATION	
Relationship	Phone:	work/home/cell
age?Ye	es	No
Policy/ Insurance #	Primary Insure	ed's Name
portance M	edication Student is	s taking
Telephone		
		medical treatment which
Signature		Date
	Grade Grade Signature City Work Phone RECENCY CONTACT IN act: Relationship age? Policy/ Insurance # Aportance M Telephone Staff to furnish and/or	Grade Date of Telephone Grade Date of Signature City Zip Work Phone Cell REFENCY CONTACT INFORMATION Date: Relationship Phone: Aportance Primary Insuration Telephone Staff to furnish and/or obtain emergency ring the After School Program.

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

After School MOU 2013-2014, Page 18 of 29

PHOTO/VIDEO RELEASE

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

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

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

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

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

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

School Site:
Name of Program:
Name of Student:
Grade:
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 fficers, employees, agents and volunteers from all claims for injury, illness, death, loss or damage hat my child may suffer as a result of his/her early release from the After School Program.
Signature of Parent/Guardian Date

After School MOU 2013-2014, Page 20 of 29

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

FOR STUDENTS AGES AND OLDER ONL'School Site:	У
Name of Student:	
Grade:	
Date of Birth of Student:	
If I arrive later than the dismissal time or am und School Program:	able to pick up my child at the end of the After
 I give the After School Program staff permiss program without supervision. 	sion to release my child from the afterschool
As parent/guardian, I hereby release and discharge officers, employees, agents, and volunteers from as a result of the release of my child without super unable to pick up my child at the end of the After	all claims for injury, illness, death, loss or damage ervision if I arrive later than dismissal time or am
✓	
Signature of Parent/Guardian	Date
•	

Exhibit D

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

Contact Information:		
Site Name	Lead Agend Name	су
Name of Contact Person	Email	
Telephone	Fax	
The following Field Trips, Off S will occur during: ☐ Fall Semester- August 26 ☐ Spring Semester- Februa ☐ Summer Program (Specify	6, 2013 to January 30, 2014 ary 1, 2014 to June 12, 2014	ies for the After School Program
Name of Field Trip, Off Site I		Time(s)
		Date
Site Coordinator Signature		
Site Coordinator Signature Lead Agency Director Signature		Date

Exhibit E

EAST BAY REGIONAL PARK DISTRICT

WAIVER AND RELEASE OF LIABILITY AND INDEMNITY AGREEMENT

Walver 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, litness, 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 knowlngly 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		
(Pnot)		
Name of Custodial Parent or Guardian (if Participant	is under 18):	
·	(Print)	
Signature:	Date:	
Participant Signature (8 over 18) or Custodial Paren		
	EBRPD Walver - Swin	n Um



INVOICING AND STAFF QUALIFICATIONS FORM 2013-14

Basic Directions

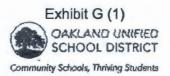
Complete the chart below for each subcontractor and attach with Lead Agency monthly invoices.

- 1. Employee, agent or subcontractor name.

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

Agency Name	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
		☐ Yes ☐ No	☐Yes ☐No
		Yes No	□Yes □No
		Yes No	☐Yes ☐No
		Yes No	☐Yes ☐No
		☐ Yes ☐ No	☐Yes ☐No
		☐ Yes ☐ No	□Yes □No
		☐ Yes ☐ No	□Yes □No
		☐ Yes ☐ No	□Yes □No



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

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

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

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

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

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



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

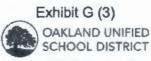
The following procedures are required in submitting fiscal forms for Paid Inservice/Extended Time for OUSD employees utilizing 21st Century and/or ASES funding:

Paying OUSD Certificated Employees (Teachers)

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

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

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



Community Schools, Thriving Students

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

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

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

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

Rate varies depending on employee's hourly rate

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

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



MEMORANDUM OF UNDERSTANDING ROUTING FORM 2013-2014

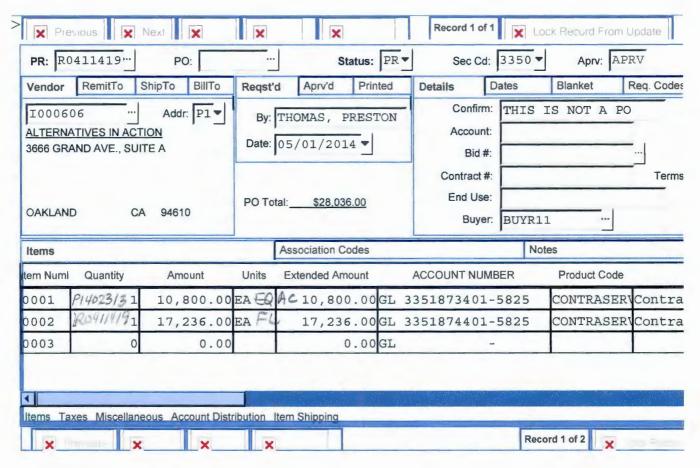
Basic Directions

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

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

			Age	ncy Information			
Agency Name	Alternatives in Action		cy Name Alternatives in Action Agency's Contact Person		Agency's Contact Person	Patricia Murillo	
Street Address	3666 Grand Avenue, Suite A		Title	Executive Director			
City	Oakland		Telephone	(510) 285-6290 ext. 305			
State	CA	Zip Code	94610	Email	pmurillo@alternativesinaction.org		
OUSD Vendor Number 1000606							
Attachments	Staten Progra	nent of qualifica am Planning Too	tions of and Budget	compensation insurance	arties List. (www.sam.gov/portal/public/Sam/		

	Co	ompensa	tion and Terms - Me	ust be within OUS	SD Billing G	uidelines		
Anticipated Start Date	1 11//11//2113		Date work will end	08/31/2014	Total Contract Amount Grant: \$213,115		\$213,115.00	
			Budget	Information				
Resource #	Resource	Name	Org Ke	ey #	Object Code	Amount Req.		Req. #
6010	ASE	S	335155	3401	5825	\$122,148.00		
4124	21st CCL	C-Core	335187	2401	5825	\$90,297.00 R04015		01565
4124	21st CCLC-E	EqAccess	335187	3401	5825	\$670.00	R04	01570
					5825	\$		
			OUSD Contract (Originator Informa	ition			
		reston Thomas	Email Pr		eston.Thomas @ousd.k12		gousd.k12.ca.u	
Telephone (510) 534-0282		510) 534-0282	Fax		(510) 534-0283			
Site/Dept. Name 335 335/Li		Life Academy (6-7)	idemy (6-7) Enrollment Grades		6th	through	7th	
		A	pproval and Routing	(in order of appro	val steps)			
services were not pro-	rovided before a F nistrator verifies	PO was issue that this ve	endor does not appear	on the Excluded P	arties List (htt		jov.portal/	
Please sign under the appropriate column. 1. Site Administrator		pproved		Demed - Reason	1			
		- 0/5	1/2	* Y				7.26.1
2. Oakland After S		s Office	Getera 11					1-26-13
3. Network or Exe			1					7.26.12
4. Cabinet (CAO,	CCO, CFO, CS	O, Asst Su	(P) Maria	Santes	-			11111111
Board of Educa	ation or Superin	tendent	m	$\Delta \ell$				8-201
Procurement Date Received								



middle School