

Board Office Use: Legislative File Info.	
File ID Number	14-1088
Introduction Date	6/25/14
Enactment Number	14-1045
Enactment Date	6/25/14



Memo

To The Board of Education

From 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)

Subject Memorandum of Understanding Amendment - 2
 East Bay Agency for Children (contractor, City State)
 107/East Oakland Pride (site/department)

Action Requested Approval of the Amendment to the Memorandum of Understanding between Oakland Unified School District and East Bay Agency for Children. Services to be primarily provided to East Oakland Pride for the period of July 1, 2013 through August 29, 2014.

Background
 A one paragraph explanation of why an amendment is needed.

OUSD's 21st Century Community Learning Center grants for elementary and middle school sites include Supplemental Funding to support summer learning programs, operated in partnership between schools and community organizations. In order to fulfill the grant requirements, OUSD is contracting with existing after school lead agency partners to provide enhanced and increased summer services at schools that will operate Title 1 funded morning academic programs. The community partner will serve up to 120 students and provide an additional 3 hours of afternoon enrichment so students can participate in a full day, 6 hour program.

Discussion
 One paragraph summary of the amended scope of work.

Approval by the Board of Education of Amendment No. 2 to the Memorandum of Understanding between the District and East Bay Agency for Children, Oakland, CA, for the latter to provide services in partnership with the regular summer school program to expand and enhance summer enrichment and support services for students; work collaboratively with the summer school to provide afternoon enrichment, physical activity, and support services, enabling students to participate in a full 6-hour, daily summer learning program at East Oakland Pride for the period of July 1, 2013 through August 29, 2014, in the amount of \$29,640.00, increasing the Agreement from \$100,320.00 to an amount not to exceed 129,960.00. All terms and conditions of the Agreement remain in full force and effect.

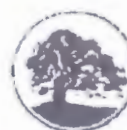
Recommendation Approval of the Amendment to the Memorandum of Understanding between Oakland Unified School District and East Bay Agency for Children. Services to be primarily provided to 107/East Oakland Pride for the period of July 1, 2013 through August 29, 2014.

Fiscal Impact Funding resource name (please spell out) 4124/21st CCLC not to exceed \$29,640.00

Attachments

- MOU Amendment
- Copy of original MOU

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OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

AMENDMENT NO. 2 TO MEMORANDUM OF UNDERSTANDING

The Oakland Unified School District (OUSD) and East Bay Agency for Children (Agency) entered into a Memorandum of Understanding (MOU) on July 1, 2013. The parties agree to amend that Agreement as follows:

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

Agency agrees to provide the following amended services:

East Bay Agency for Children will work in partnership with the regular summer school program to expand and enhance summer enrichment and support services for students. The contractor will work collaboratively with the summer school to provide afternoon enrichment, physical activity, and support services, enabling students to participate in a full 6-hour, daily summer learning program.

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

3. **Compensation:** ☐ The compensation is unchanged. ☒ The compensation has changed.
If the compensation is changed: The MOU price is amended by:

☒ Increase of \$ 29,640.00 to original MOU amount – Funding Source: 4124/21st CCLC
☐ Decrease of \$ _____ to original MOU amount – Funding Source: _____

The New Cumulative Amount of MOU(s) is not to exceed: One Hundred Twenty Nine Thousand, Nine Hundred Sixty dollars (\$ 129,960.00).

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

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

No.	Date	General Description of Reason for Amendment	Amount of Increase (Decrease)
1	11/20/2013	To support English and Spanish language and literacy development.	\$ 15,000.00
			\$
			\$

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

OAKLAND UNIFIED SCHOOL DISTRICT

AGENCY

☐ President, Board of Education
☐ Superintendent

Date

Contractor Signature

Date

Secretary, Board of Education

Date

Print Name, Title



CERTIFICATE OF LIABILITY INSURANCE

OP ID: AN

DATE (MM/DD/YYYY)

11/08/13

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 may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Cook, Disharoon & Greathouse P.O. Box 12909 Oakland, CA 94604- David D. DeMeter		510-437-1900	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: EASTBA1	FAX (A/C, No):
INSURED East Bay Agency for Children Attn: Debbie Christou 303 Van Buren Avenue Oakland, CA 94610	INSURER(S) AFFORDING COVERAGE			NAIC #
	INSURER A : NIAC			NAIC
	INSURER B :			
	INSURER C :			
	INSURER D :			
	INSURER E :			
			INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	X		201308866NPO	11/14/13	11/14/14	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 20,000
	<input checked="" type="checkbox"/> Per Loc Gen Agg						PERSONAL & ADV INJURY	\$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$ 3,000,000
<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							PRODUCTS - COMP/OP AGG	\$ 3,000,000
								\$
A	AUTOMOBILE LIABILITY			201308866NPO	11/14/13	11/14/14	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	\$
								\$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			201308866UMBNPO	11/14/13	11/14/14	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE	\$ 1,000,000
	DEDUCTIBLE							\$
	<input checked="" type="checkbox"/> RETENTION \$ \$10,00							\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N <input type="checkbox"/> N/A					WC STATUTORY LIMITS	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	Social Services			201308866NPO	11/14/13	11/14/14	Aggregate	3,000,000
	Professional Liab						Ea Claim	1,000,000

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

CERTIFICATE HOLDER**CANCELLATION**

OAKUSD Oakland Unified School District 746 Grand Ave Oakland, CA 94610	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Andrea Noguera</i>
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NOTEPAD:

HOLDER CODE **OAKUSD**
INSURED'S NAME **East Bay Agency for Children**

EASTBA1
OP ID: AN

PAGE **Z**
DATE **11/08/13**

OUSD, its officers, employees, volunteers or agents are additional insureds per #CG2026

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
<p>Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy, and for which a certificate of insurance naming such person or organization as additional insured has been issued, but only with respect to their liability arising out of their requirements for certain performance placed upon you, as a nonprofit organization, in consideration for funding or financial contributions you receive from them. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

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

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

OUSD Summer 2014 Lead Agency Program Plan
Summer Hub: East Oakland PRIDE/East Bay Agency for Children

SECTION 1: Lead Agency Information

Lead Agency Name: East Bay Agency for Children	Lead Agency Address: 303 Van Buren Avenue	
Lead Agency Phone: (510) 268-3770	Lead Agency Fax: (510) 485-5123	
Main Contact Person: Reka Lal	Email: reka@ebac.org	Phone: (510) 482-7213

SECTION 2: Description and Rationale for selection of Lead Agency

Please provide a narrative description of the agency that is managing the summer program. Describe the agency infrastructure and systems of support that will support your agency's successful implementation of summer programming.

For almost 15 years, EBAC has had a presence at EOP as the mental health service provider and has expanded this partnership in the 2013-2014 school year to include the Lion's PRIDE Academy Afterschool Program. Although EBAC is a new afterschool provider for the LPA program, EBAC is not new to the school community nor are we new to providing afterschool services. EBAC has a long history and experience providing afterschool services to the Oakland community. Taking on the LPA Afterschool Program, LPA Summer Programming along with providing the mental health services will help position the EOP campus for a Full Service Community School model.

SECTION 3: Lead Agency Mission

Please describe your agency's mission. Describe how serving as a Summer Lead Agency for OUSD summer programs fits into your agency's mission, vision and/or goals.

Founded in 1952 by local parents, East Bay Agency for Children (EBAC) is a comprehensive regional agency making a lasting impact in the lives of more than 21,000 children, youth and their families annually. Our framework is designed to maximize access to social, health and educational services so that children and families have what they need to thrive and become contributing members of their community. EBAC provides three types of programs including: 1) *Specialized Therapeutic and Educational Services*; 2) *School and Community-Based Prevention Programs*; and 3) *Student and Family Support Services*. In keeping with our mission statement, EBAC's programs are "dedicated to assuring the health and educational well-being of children and families through specialized therapeutic, educational and peer support."

Serving as a Summer Lead Agency for OUSD summer programs will allow us to extend the work that we do during the school year through the summer months. We will be able to continue "assuring the health and educational well-being of children and families" through our summer programming. More specifically, we will offer our students a safe place to be with caring adults all while participating in an enriching summer program. Students will be offered academic, enrichment and recreational activities. This program will be offered in collaboration with OUSD, Techbridge, Partnership for Children and Youth and Love. Learn. Success.

SECTION 4: Summer Program Quality Team

Each summer lead agency is expected to have a Summer Program Quality Team comprised of key individuals who will lead your agency's summer program planning, and work in partnership with OUSD to ensure program quality. Please list the members of your agency's summer program quality team. This team should include 2-4 key stakeholders involved in the planning, implementation, and assessment of the summer program. In addition to the Summer Site Coordinator, team members may include an Agency Director, and key summer program staff. **Please designate a quality team leader with an asterisk (Example: Jamie Smith*).** The team leader is considered to be the project liaison and will be the main person responsible for corresponding with OUSD and Partnership for Children and Youth staff.

Name	Title	Email	Phone
Carol Johnson	Principal	carol.johnson@ousd.k12.ca.us	(510) 636-8217
Jacqueline Perl	Vice Principal	jacqueline.perl@ousd.k12.ca.us	(510) 735-5221
Ann Ngo	Site Coordinator	Ann.ngo@ebac.org	(510) 600-3412
Reka Lal	Director of Afterschool Services	reka@ebac.org	(510) 482-7213
David Becerra	Contracted to support summer programming	david@lovelearnsuccess.org	(800) 819-3110 ext. 2

SECTION 5: Summer Program Quality Learning Community Meetings, Trainings, and Professional Development

Summer Lead Agency partners will be expected to participate in three strands of summer professional development provided by OUSD in collaboration with Partnership for Children and Youth (PCY):

Strand 1: Summer Learning Community meetings will occur on a monthly basis (January-October 2014) for all summer lead agency directors and site coordinators. These required meetings will support agencies and program sites in planning, implementation, technical assistance, and evaluation of summer programs. The Summer Learning Community meeting schedule will be distributed to selected summer lead agency partners in December.

Strand 2: Line staff trainings for summer program staff: OUSD will leverage district and community resources to provide approximately 15 – 18 hours of additional summer training focused on topics such as high quality summer STEM, physical activity, and enrichment. A schedule of trainings for summer program staff will be provided by March, and trainings will occur between April – June. Summer program staff will be required to attend these summer trainings. (Bechtel Summer STEM projects will also have up to an additional 16 hours of STEM training, in addition to these line staff trainings)

Strand 3: Summer Conferences: PCY will host two important summer conferences that summer lead agencies should plan to attend. These conferences are free, and agencies will need to register staff directly through the Partnership for Children and Youth website (www.partnerforchildren.org).

- January 10: Summer Leadership Conference for Agency Directors and Site Coordinators
- May 9: Summer Conference for program staff

Assurances: (please initial each item)

_____ I understand that as a Summer Lead Agency partner, our Summer Site Coordinator(s) and agency director will be required to participate in a monthly Summer Learning Community, co-facilitated by Partnership for Children and Youth and OUSD.

_____ I understand that each of my summer program staff members will be required to attend 15 – 18 hours of training that will build their capacity to implement high quality summer enrichment and academic programming.

_____ I will allocate summer contracted funds and in-kind agency funds, as needed, to ensure that my staff attend all required summer meetings and trainings detailed above.

_____ I am applying to be a summer lead agency partner because my agency has capacity to deliver high quality summer enrichment and academic programming to OUSD students. In addition to the meetings and trainings listed above, my agency will provide our summer staff with adequate youth development training, planning time, coaching, and support before summer begins and over the course of the four-week summer program so that staff can deliver high quality services to students. My agency is committed to strengthening the youth development practices of our summer staff.

Agency Professional Development Plans

Please detail below your agency's own professional development plans and schedule for summer staff.

Our agency will commit to sending Site Coordinator and Program Director to all PLC and Summer Conferences. We will also commit to sending all of our line staff to all required OUSD and STEM trainings. Site Coordinator and Contractor will provide trainings to appropriate staff members prior to summer program, followed by ongoing coaching during program days.

Applying learning from After School Professional Learning Communities (PLCs):

Discuss how your agency will utilize knowledge and resources you are gaining from participation in current after school professional learning communities (ie. Building Intentional Communities, Science learning community, etc.) to help shape summer program and curriculum plans.

Some of our current EOP staff who will also be working with our summer program have been participating in the OUSD Physical Activity PLC, Nutrition and Wellness PLC, as well as the Science PLC. EOP staff have participated in the BIC intensive curriculum and therefore are well versed in the BIC curriculum and framework.

SECTION 6: Summer Program Information

Projected # of Program Days your program will operate during the Summer: 19
(Please note that the OUSD Morning Summer Program will operate for 19 days, from June 23 – July 18, with program closure on July 4th)

Grades Served: **Rising 1st-5th**

Targeted daily attendance for summer hub: **120**

Using the OUSD Summer Learning Goals as a guide, state 2-4
Agency/Site Youth Learning Goals for Summer Program Participants:
- Participants understand how reading, writing and math apply to

Hours of Operation
Please note that morning summer school will operate from approximately 8:15 – 12:15 daily. Your afternoon summer program will operate from approximately

<p>daily life.</p> <ul style="list-style-type: none"> - Participants are physically active over the summer and experience at least 30 minutes of moderate to vigorous activity daily. - Participants experience positive social interactions with peers and caring adults. 	<p>12:15 – 3:15 daily. All students must be off-site by 3:30pm and staff must be off site by 3:40 as the building will be promptly locked at 4pm daily.</p>
<p>Proposed Daily Program Schedule and Expected Activities:</p> <ul style="list-style-type: none"> • Please note that all programs will be expected to provide daily hands-on academics (ie. STEM), enrichment, physical activity, community building activities, and daily afternoon snack (provided by OUSD), between the hours of 12:15 – 3:15. • Please include staff prep and clean up/debrief times on your daily schedule below. <p>AM Summer School – 8:30am – 12:30pm Welcome – 12:30-12:45 STEM/Enrichment – 12:45-2:00 Snack – 2:00-2:15 STEM/Enrichment – 2:15 – 3:30 Dismissal – 3:30</p>	
<p>SECTION 7: Summer Curriculum</p> <p>Over the course of the next six months, summer lead agency partners will receive guidance and training on developing summer program plans. We are interested in learning about your current ideas for high quality summer programming and the curriculum/resources you plan to utilize. In the boxes below, please describe your plans for summer academics, enrichment, physical activity, and community building.</p> <p>Hands-on Academic Activities: (please describe your planned academic activities, including learning goals and curriculum/resources you will use to ensure high quality programming that supports students' application of math, reading, writing, science, and/or critical thinking skills)</p> <p>STEM Class Learning Goals: – Techbridge, Online resources – Fetch</p> <ul style="list-style-type: none"> • Students will learn about the scientific process, which includes how to write and interpret hypotheses, observations, and results. • Students will be able to construct and carry out experiments in a way that demonstrates their understanding of scientific relations. • Students will learn that science includes communication and teamwork in order to complete a goal. <p>Visual Arts</p> <ul style="list-style-type: none"> • Students will understand and develop new skills knowledge, comprehension of elements of design, color, shape, and line. • Students will learn the value and how to incorporate symbolism as a means of expressing personal meaning. • Student will learn how to work together in order to make their Community better through Art. <p>All staff will be required to submit weekly Unit Plans/Lesson Plans that will be reviewed by the site coordinator prior to summer programming. Staff will participate in the Summer STEM Techbridge PLCs.</p> <p>Enrichment Activities: (please describe your planned enrichment activities, including learning goals, and curriculum/resources you will use to ensure high quality youth development programming)</p>	

Dance – Hip Hop, Folklorico

- Participants are physically active over the summer and experience at least 30 minutes of moderate to vigorous activity daily.
- Students will understand what is needed to be on stage to perform.
- All students will learn to move on beat and in sync.

Visual Arts

- Students will understand and develop new skills knowledge, comprehension of elements of design, color, shape, and line.
- Students will learn the value and how to incorporate symbolism as a means of expressing personal meaning.
- Student will learn how to work together in order to make their Community better through Art.

Music – Drumming

- Students learn how music can convey meaning, and how African societies use the music of the Djembe drum to communicate messages. Working in small groups, students will create their own messages using the Djembe drum and performed what they learn during the showcase.
- Student will learn how music can communicate various message.
- Students will learn about the history and uses of the African Djembe drum.
- Students will be able to identify and practice the three basic African drum tones.
- Students will use African drum tones to create and convey a message.

Soccer/ Sports Skills

- Participants are physically active over the summer and experience at least 30 minutes of moderate to vigorous activity daily.
- Students will learn and understand the components of the field and what each part of the field is used for in a real game.
- Students will learn the importance of teamwork in a game in order to be successful in winning.
- Students will learn all the rules and consequences of a real sports game.

Performing Arts

- Participants are physically active over the summer and experience at least 30 minutes of moderate to vigorous activity daily.
- Students will understand what is needed to be on stage to perform a song, dance, and sing.
- All students will learn to move on beat and in sync.

All staff will be required to submit weekly Unit Plans/Lesson Plans which will be reviewed by the site coordinator prior to summer programming.

Physical Activity: (please describe your planned physical activities, including learning goals and curriculum/resources you will use to ensure well-structured, moderate-rigorous daily physical activity for all students)

All students will be offered the following classes daily – Sports Skills and Soccer. Staff will use what they have learned and will learn from the Physical Activity PLCs offered by OUSD in the course of the year.

Students will also receive Dance/Drumming which will be light to moderate physical activity. EBAC will be contracting Love. Learn. Success for Folklorico and Performing Arts. These classes will be offered as enrichment classes and therefore will not be offered every day to each child.

Physical Activity Class Learning Goals:

- Students will participate in at least 30 minutes of physical activities a day.

- Students will be able to follow and teach basic rules to safely play games.
- Students will learn the importance of teamwork.

All staff will be required to submit weekly Unit Plans/Lesson Plans which will be reviewed by the site coordinator one month prior to Summer Program.

Community Building: (please describe what community building activities you will integrate into your program schedule, and what curriculum/resources you will use to ensure high quality community building activities; please include planned "Summer Bridge" transition support activities for middle schools serving incoming 6th graders)

EOP is a Building Intentional Community Intensive site. Current EOP staff are very familiar with the BIC curriculum and will utilize this curriculum in order to enhance the community building component of the summer program. Over the past two summers, EOP has worked on building a unique summer culture using programmatic themes, daily rituals and cheers/chants. We plan on continuing the success from the past by creating a new theme for this year's summer program. The EOP summer program has also received much coaching from PCY in this area.

SECTION 8: Summer Program Recruitment Strategies and Timeline

Briefly describe your anticipated summer program student recruitment activities and timeline. (please note that OUSD and PCY will give you additional guidance regarding summer program recruitment) Additionally, please respond to the following questions:

As a Summer Lead Agency partner for an OUSD Summer Program "Hub", you will be responsible for recruiting summer program participants from all the feeder schools that will feed into your summer hub (potentially 1-3 other schools in addition to the host site where the summer program will take place).

- a) How would you work to ensure equitable enrollment of students from all the feeder schools into the summer hub?
- b) Considering that you may not be the after school lead agency partner at some of these feeder schools, how would you work collaboratively with the other lead agency partners and school leadership teams at the feeder schools to streamline summer recruitment processes and ensure that students who most need summer services receive it?

EOP and Markham will begin recruitment and outreach based on the OUSD priority lists provided. We will set collaborative meetings with our HUB principal and site coordinator along with the feeder principal and site coordinators in order to create and outreach/recruitment plan. OUSD has provided us with a target number for each site and we will do our best to recruit those numbers per site. Once we have exhausted our priority list we will begin outreaching to students in the afterschool programs that we have relationships with and know need and will attend summer programming at both sites. We also plan on hosting parent orientations before summer school starts to get families aligned with what is expected from them in terms of enrollment and policies in this program.

SECTION 9: Summer Line Staff Information (if known at this time)

To promote continuity between OUSD after school and summer programs, and to provide year-round work opportunities for talented youth development professionals in Oakland, we are particularly interested in seeing current, highly qualified Oakland after school workers become the summer program staff at our OUSD Summer Hubs.

Please list the name(s) of line staff whom you intend to hire as part of your summer program staff. (Add additional rows as needed.) Please note that the summer program must have a maximum 1:20 adult to student ratio.

Important Note: Summer program staff will be expected to attend 15 – 18 hours of OUSD summer line staff trainings. The Summer Site Coordinator and summer program staff must be hired **no later than April 4.**

Program Staff Name	Email	Current After School Site where he/she works	Anticipated summer program hub site	Did he/she work in an OUSD Summer Program last year?
Jesus Ibarra	Jesusalberto2011@gmail.com	East Oakland Pride	EOP	Yes
Tarik Rollerson	Trollerson55@gmail.com	East Oakland Pride	EOP	No
Angela Guidici	Alguidici@gmail.com	East Oakland Pride	EOP	No
Emely Heras	emelyheras@gmail.com	East Oakland Pride	EOP	No
Tighist Bihon	Tigi_Bihon@yahoo.com	Acorn Woodland Elementary	EOP	Yes
Josephine Irvine	jsphnrvn@aol.com	Lazear Charter Academy	EOP	No

Summer Staff Recruitment

Please indicate how many total staff vacancies you anticipate you will need to fill in order to fully staff your proposed Summer Hub(s): 0

All summer program staff must be hired by April 4 in order to participate in initial summer trainings that may take place during the Spring Break in mid-April.
Important Reminder: Summer program staff will be expected to attend 15 – 18 hours of OUSD summer line staff trainings.

- a) Please describe your planned staff recruitment strategies to hire highly qualified individuals for OUSD Summer Program Hubs.
Our first priority will be to hire existing EOP staff that worked in the EOP Summer Program last year. We then recruited from the existing EOP staff and moved our recruitment for staff to other afterschool program sites where we have current or previous experience with their qualifications and quality of work. All staff mentioned above have already been hired on by EBAC for this summer.
- b) Please summarize some of the key qualifications and characteristics your agency will look for in hiring highly qualified summer program staff.
Staff who have worked summer programming in prior years were given first priority. We assessed staff abilities to teach the STEM curriculum and/or enrichment programming that we plan to offer. Recruiting from within our current programs allowed us to know what other types of trainings these individuals have already had and may need. It also gives us security in knowing that the staff hired are aligned with our mission and vision and how we run programming in general.

SECTION 10: Summer Lead Agency In-Kind Contributions and Leveraged Resources:

Please describe what additional resources your agency will leverage in order to support high quality summer programming at OUSD Summer Hubs.

- EOP will be receiving extra funds for summer programming from Partnership for Children and Youth through their Bechtel grant. These additional funds allow the summer program to be a STEM site.

Important Note:

OUSD Summer Programs are free programs. Summer Lead Agencies **cannot** charge a summer program fee to participating families for program costs or field trip costs.

Signature of Summer Lead Agency Director:

Robert Lee

Signature of Principal of Summer Hub host site:

Carol Johnson

21ST CENTURY SUMMER BUDGET PLANNING SPREADSHEET- Elementary STEM Project

ELEMENTARY & MIDDLE SCHOOLS 04.2013

Site Name: East Oakland PRIDE	21st Century Supplemental	Bechtel STEM Grant from PCY (please show how you plan to use these funds to support this project)	Other Lead Agency Funds (if agency is providing other in-kind project support not funded by 21st CCLC or Bechtel grant, please show here)
Site #: 107			
Number of Students Served in Summer Program: 120	Lead Agency	Grantee:	Lead Agency
TOTAL GRANT AWARD	\$29,640	\$20,000	\$0

BOOKS AND SUPPLIES

STEM Supplies	\$1,000	\$3,000	\$0
Enrichment Supplies	\$1,500	\$1,000	\$0
Field Trips	\$2,600	\$2,600	\$0
Curriculum			\$0
Family Science Night	\$500	\$187	
Total books and supplies	\$5,600	\$6,787	\$0

CONTRACTED SERVICES

5825 Site Coordinator (list here if CBO staff) (\$3000 * 25%)	\$3,750	\$3,000	
5825 STEM Instructor(s) (6 staff x \$15/hr x 3.5 hrs/day x 19 days) x 18%)	\$5,650	\$1,413	
5825 Enrichment Facilitator(s)	\$3,158		
5825 Professional Development and prep (6 staff x 80 hrs x \$15/hr) * 18%	\$6,796	\$1,700	
5825 Subcontracting: David Bacerra	\$3,500	\$500	
5825 Program Director		\$3,000	
5825			
Total services	\$22,854	\$9,613	\$0

LEAD AGENCY ADMINISTRATIVE COSTS

Lead Agency admin (4% max of total contracted \$ for 21st CCLC)	\$1,186	\$3,600	
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SUBTOTALS


Subtotals DIRECT SERVICE	\$28,454	\$16,400	\$0
Subtotals Admin	\$1,186	\$3,600	\$0

TOTALS

Total budgeted per column	\$29,640	\$20,000	\$0
BALANCE remaining to allocate	\$0	\$0	
TOTAL GRANT AWARD/ALLOCATION TO SITE	\$29,640	\$20,000	

Required Signatures for Budget Approval:

Principal: 

Lead Agency: 

MEMORANDUM OF UNDERSTANDING 2013-2014

AMENDMENT ROUTING FORM

Basic Directions

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

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

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

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

Agency Information

Agency Name	East Bay Agency for Children		Agency's Contact Person	Reka Lal	
Street Address	3730 Lincoln Avenue		Title	Program Manager	
City	Oakland	State	CA	Telephone	510.482.7213
Zip Code	94602	OUSD Vendor Number	1001647	Email	reka@ebac.org

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

Compensation – Must be within OUSD Billing Guidelines

Original MOU Amount	\$ 100,320.00	Original PO Number	P1402373
Amended MOU Amount	\$ 29,640.00	New Requisition Number	R0411140
New Total MOU Amount	\$ 129,960.00		

Budget Information

Resource #	Resource Name	Org Key #	Object Code	Amount
4124	21st CCLC Core	9221872101	5825	\$ 29,640.00
			5825	
			5825	
			5825	

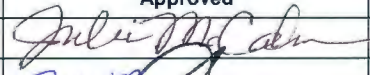

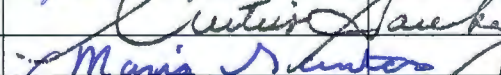
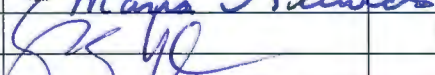
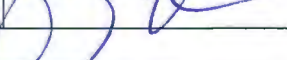
OUSD Contract Originator Information

Name of OUSD Contact	Julie McCalmont	Email	Julie.McCalmont@ousd.k12.ca.us
Telephone	(510) 273-1576	Fax	(510) 273-1551
Site/Dept. Name	922/Family, School, and Community Partnership		

Approval and Routing (in order of approval steps)

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

- ☒ OUSD Administrator verifies that this vendor does not appear on the Excluded Parties List <https://www.sam.gov/portal/public/SAM/>

Please sign under the appropriate column.	Approved	Denied – Reason	Date
1. Site Administrator			5/28/14
2. Resource Manager, if applicable			5-28-14
3. Network or Regional Executive Officer			
4. Cabinet (Deputy Superintendent)			5-30-14
5. Superintendent or Board of Education			
Legal – Required if not standard MOU Amendment			
Procurement			
Date Received			

Board Office Use: Legislative File Info.	
File ID Number	13-2475
Introduction Date	11/20/13
Enactment Number	13-2435
Enactment Date	11-20-13



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

Memo

To Board of Education

From 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) November 29th, 2013

Subject Amendment No. 1 - Memorandum of Understanding - East Bay Agency for Children (contractor) - 107/East Oakland Pride Academy (site)

Action Requested Approval of a Amendment No. 1 to the Memorandum of Understanding (MOU) between District and East Bay Agency for Children, for services to be provided primarily to 107/East Oakland Pride Academy.

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

East Bay Agency for Children will provide a bilingual AmeriCorps member to support English and Spanish language and literacy development for the ELL students enrolled in grades K-2, support the ELL school day teachers by leading student groups through 1-2 phonics centers per class, assist ELL teachers in providing the much needed small group or individualized support that the ELL students may need throughout the school year. During after school hours, member will specifically support the kindergarten students that are mostly Spanish speaking and require the extra support of a bilingual instructor. Consultant will also support the kindergarten after school students in both academics as well as engaging them in enrichment activities.

Discussion
One paragraph summary of the scope of work.

Approval by the Board of Education of a Amendment No. 1 to the Memorandum of Understanding between Oakland Unified School District and East Bay Agency for Children, Oakland, CA, for the latter to provide additional services to support English and Spanish language and literacy development and activities for ELL students in the After School Program at East Oakland Pride Academy for the period of July 1, 2013 through August 29, 2014, in the amount of \$15,000.00, increasing the agreement from \$85,320.00 to a not to exceed amount of \$100,320.00.

Recommendation

Approval by the Board of Education of a Amendment No. 1 to the Memorandum of Understanding (MOU) between the District and East Bay Agency for Children for the latter to provide Arts, Recreation, Leadership and Family Literary activities in its capacity as a Comprehensive After School Program Lead Agency at East Oakland Pride Academy for the period July 1, 2013 through August 29, 2014.

Fiscal Impact

Funding Resource: 0000/EIA/LEP-Instructional Funds in an amount not to exceed \$15,000.00.

Attachments

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

Board Office Use: Legislative File Info.	
File ID Number	13-2475
Introduction Date	11/20/13
Enactment Number	13-2435
Enactment Date	11-20-13



**OAKLAND UNIFIED
SCHOOL DISTRICT**

Community Schools, Thriving Students

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

The Oakland Unified School District (OUSD) and East Bay Agency for Children (Agency) entered into a Memorandum of Understanding (MOU) on July 1, 2013. The parties agree to amend that Agreement as follows:

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

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

3. **Compensation:** ☐ The compensation is unchanged. ☒ The compensation has changed.
If the compensation is changed: The MOU price is amended by:
☒ Increase of \$ 15000.00 to original MOU amount – Funding Source: EIA/LEP - INSTRUCTIONAL
☐ Decrease of \$ _____ to original MOU amount – Funding Source: _____
The New Cumulative Amount of ISA(s) is not to exceed: One Hundred Thousand, Three Hundred and Twenty dollars (\$ 100,320.00).

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

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

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

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

OAKLAND UNIFIED SCHOOL DISTRICT

AGENCY

☒ President, Board of Education
☐ Superintendent

11-21-13
Date

[Signature] for ED 10/4/13
Contractor Signature Date

[Signature]
Secretary, Board of Education

11-21-13
Date

Beth Schecter, Interim Executive Director
Print Name, Title

EXHIBIT "A" Scope of Work
DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

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

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

Approval by the Board of Education of a Amendment No. 1 to the Memorandum of Understanding between Oakland Unified School District and East Bay Agency for Children, Oakland, CA, for the latter to provide additional services to support English and Spanish language and literacy development and activities for ELL students in the After School Program at East Oakland Pride Academy for the period of July 1, 2013 through August 29, 2014, in the amount of \$15,000.00, increasing the agreement from \$85,320.00 to a not to exceed amount of \$100,320.00.

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

EBAC will hire a full time AmeriCorps member to perform the following duties:

- * Member must be bilingual in Spanish.
- * Member will support English and Spanish language and literacy development for the ELL students enrolled in grades K-2 at EOP.
- * Member will support the ELL school day teachers by leading student groups through 1-2 phonics centers (e.g. "reread decodables") per class.
- * Member will also support the ELL teachers in providing the much needed small group or individualized support that the ELL students may need throughout the school year.
- * During after school hours, member will specifically support the kindergarten students. These students tend to be mostly Spanish speaking and therefore need the extra support of a bilingual instructor.
- * Member will support the kindergarten Afterschool students in both academics as well as engaging them in enrichment activities.

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

The expected outcome of this service is to reach out and support at least 20 students in the after school to receive daily support English language skills by working with AmeriCorps staff member. The goal is to:

- Engage the student
- Increase confidence in students' abilities
- Allow access to qualified and caring instructors

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

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

4. Alignment with Single Plan for Student Achievement (required if using State or Federal Funds)

Please select:

☐ Action Item included in Board Approved SPSA (no additional documentation required) – Action Item Number: _____

☐ Action Item added as modification to Board Approved SPSA – Submit the following documents to the Resource Manager either electronically via email or scanned documents, fax or drop off.

1. Relevant page of SPSA with action item highlighted. Page must include header with the word "Modified", modification date, school site name, both principal and school site council chair initials and date.
2. Meeting announcement for meeting in which the SPSA modification was approved.
3. Minutes for meeting in which the SPSA modification was approved indicating approval of the modification.
4. Sign-in sheet for meeting in which the SPSA modification was approved.

Lion's Pride Academy Class Schedule 2013-2014

Grades K-5

<u>Time</u>	<u>Monday</u>	<u>Tuesday</u>	<u>Wednesday</u>	<u>Thursday</u>	<u>Friday</u>
1:30			- Guitar & Sing! Sing! Sing! 3 – Angela - Af. Am. History & Music 4 – Charles - Hip Hop 5 – Tarik - Gardening 1 – Kristine - Cooking 2 – Jesus - Kinder Art K – Emely		
2:00					
2:55	Recreation (K-5) (3:00 – 3:25)	Recreation (K-5) (3:00 – 3:25)	Recreation (K-5) (3:00 – 3:25)	Recreation (K-5) (3:00 – 3:25)	Recreation (K-5) (3:00 – 3:25)
3:25	Snack (K-5)	Snack (K-5)	Snack (K-5)	Snack (K-5)	Snack (K-5)
3:40	- Academic Hour 3 – Charles - Academic Hour 4 – Angela - Academic Hour 5 – Kristine - Comic Book Art 1-2 – Jesus - Hip Hop 1-2 – Tarik - Kinder Health K – Emely	- Academic Hour 3 – Charles - Academic Hour 4 – Angela - Academic Hour 5 – Kristine - Soccer 1-2 – Jesus - Hip Hop 1-2 – Tarik - Culture/ Spanish K – Emely - Folklorico 1-2 – Fabian Briones	- Academic Hour 3 – Charles - Academic Hour 4 – Angela - Academic Hour 5 – Kristine - Comic Book Art 1-2 – Jesus - Hip Hop 1-2 – Tarik - Kinder Health K – Emely	- Academic Hour 3 – Charles - Academic Hour 4 – Angela - Academic Hour 5 – Kristine - Soccer 1-2 – Jesus - Hip Hop 1-2 – Tarik - Culture/ Spanish K – Emely - Folklorico 1-2 – Fabian Briones	- Guitar & Sing! Sing! Sing! 3 – Angela - Af. Am. History & Music 4 – Charles - Basketball 5 – Tarik - Gardening 1 – Kristine - Cooking 2 – Jesus - Kinder Art K – Emely
4:40	- Academic Hour 1 – Charles - Academic Hour 2 – Angela - Comic Book Art 3-5 – Jesus - Hip Hop 3-5 – Tarik - Garden Art 3-5 – Kristine - Academic Hour K – Emely	- Academic Hour 1 – Charles - Academic Hour 2 – Angela - Soccer 3-5 – Jesus - Hip Hop 3-5 – Tarik - Arts and Craft 3-5 – Kristine - Folklorico 3-5 – Fabian Briones - Academic Hour K – Emely	- Academic Hour 1 – Charles - Academic Hour 2 – Angela - Comic Book Art 3-5 – Jesus - Hip Hop 3-5 – Tarik - Garden Art 3-5 – Kristine - Academic Hour K – Emely	- Academic Hour 1 – Charles - Academic Hour 2 – Angela - Soccer 3-5 – Jesus - Hip Hop 3-5 – Tarik - Arts and Craft 3-5 – Kristine - Folklorico 3-5 – Fabian Briones - Academic Hour K – Emely	- Guitar & Sing! Sing! Sing! 2 – Angela - Af. Am. History & Music 3 – Charles - Hip Hop 5 – Tarik - Leaders of Today 4 – Kristine - Cooking 1 – Jesus - Kinder Art K – Emely
5:40	Wind Down	Wind Down	Wind Down	Wind Down	Wind Down
6:00	Dismissal	Dismissal	Dismissal	Dismissal	Dismissal



CERTIFICATE OF LIABILITY INSURANCE

OP ID: AN

DATE (MM/DD/YYYY)

06/28/13

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 may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Cook, Disharoon & Greathouse P.O. Box 12909 Oakland, CA 94604- David D. DeMeter	510-437-1900	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: EASTBA1
INSURED East Bay Agency for Children Attn: Debbie Christou 303 Van Buren Avenue Oakland, CA 94610	INSURER(S) AFFORDING COVERAGE INSURER A: NIAC INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC	X	201208866NPO	11/14/12	11/14/13	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		201208866NPO	11/14/12	11/14/13	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION \$		201208866UMBNPO	11/14/12	11/14/13	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A			WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Social Services Professional Liab		201208866NPO	11/14/12	11/14/13	Aggregate 3,000,000 Ea Claim 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
OUSD, its officers, employees, volunteers or agents are additional insureds
per #CG2026

CERTIFICATE HOLDER

OAKUSD

Oakland Unified
School District
746 Grand Ave
Oakland, CA 94610

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
SCHEDULE

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

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

OUSD, its officers, employees, volunteers or agents

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

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

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



EASTBAY-01

JBANAAG

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/2/2013

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

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

PRODUCER Walsh Carter & Associates Insurance Services, LLC 425 California Street, #400 San Francisco, CA 94104	CONTACT NAME:	
	PHONE (A/C, No, Ext): (415) 217-6200 FAX (A/C, No): (415) 217-6201	
INSURED East Bay Agency for Children 303 Van Buren Ave Oakland, CA 94610	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Cypress Insurance Company	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	33000594707-131	7/1/2013	7/1/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

*10 DAY NOTICE OF CANCELLATION MAY BE ISSUED FOR NONPAYMENT OF PREMIUM/ NON REPORTING OF PAYROLL.

RE: ONGOING OPERATIONS DURING POLICY PERIOD

CERTIFICATE HOLDER**CANCELLATION**

Julia Fong-Ma
Oakland Unified School District
746 Grand Ave
Oakland, CA 94610

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

AUTHORIZED REPRESENTATIVE

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OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

MEMORANDUM OF UNDERSTANDING 2013-2014 AMENDMENT ROUTING FORM

Basic Directions

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

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

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

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

Agency Information

Agency Name	East Bay Agency for Children		Agency's Contact Person	Reka Lal	
Street Address	3730 Lincoln Avenue		Title	Program Director	
City	Oakland	State	CA	Telephone	510.482.7213
Zip Code	94602	OUSD Vendor Number	V001647	Email	reka@ebac.org

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

Compensation – Must be within OUSD Billing Guidelines

Original MOU Amount	\$ 85,320.00	Original PO Number	P1401296
Amended MOU Amount	\$ 15,000.00	New Requisition Number	R0404497
New Total MOU Amount	\$ 100,320.00		

Budget Information

Resource #	Resource Name	Org Key #	Object Code	Amount
7091	EIA/LEP - INSTRUCTIONAL	1077091101	5825	15,000.00
			5825	
			5825	
			5825	

OUSD Contract Originator Information

Name of OUSD Contact	Carol Johnson-Williams	Email	carol.johnson@ousd.k12.ca.us
Telephone	(510) 636-8217	Fax	(510) 636-8220
Site/Dept. Name	107/East Oakland Pride Academy		

Approval and Routing (in order of approval steps)

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

☒ OUSD Administrator verifies that this vendor does not appear on the Excluded Parties List <https://www.sam.gov/portal/public/SAM/>

Please sign under the appropriate column.	Approved	Denied – Reason	Date
1. Site Administrator			9/30/13
2. Resource Manager, if applicable			
3. Network or Regional Executive Officer			10/8/13
4. Cabinet (Deputy Superintendent)			10-28-13
5. Superintendent or Board of Education			11/4/13
Legal – Required if not standard MOU Amendment			
Procurement	Date Received		



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools,
Thriving Students

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File #: 13-1671 **Version:** 1 **Name:** Memorandum of Understanding - East Bay Agency for Children - After School Program - East Oakland Pride Elementary School
Type: Agreement or Contract **Status:** Passed
File created: 8/28/2013 **In control:** [Teaching and Learning Committee](#)
On agenda: 8/28/2013 **Final action:** 8/28/2013
Enactment date: 8/28/2013 **Enactment #:** 13-1724
Title: Approval by Board of Education of a Memorandum of Understanding between District and East Bay Agency for Children, Oakland, CA, for the latter to provide services as lead agency in program coordination, math intervention, homework support, student supervision and a variety of enrichment services for the Comprehensive After School Program at East Oakland Pride Elementary School, for the period of July 1, 2013 through August 29, 2014, in the amount of \$85,320.00.
Attachments: 1. [13-1671 Memorandum of Understanding - East Bay Agency for Children - After School Program - East Oakland Pride](#)
Contact: Julia.Ma@ousd.k12.ca.us

[History \(1\)](#)
[Text](#)

1 record	Group	Export					
Date	Ver.	Action By	Action	Result	Action Details	Meeting Details	Video
8/28/2013	1	Board of Education	Adopted on the General Consent Report	Pass	Action details	Meeting details	Not available

Board Office Use: Legislative File Info.	
File ID Number	13-1671
Introduction Date	8/28/13
Enactment Number	13-1724
Enactment Date	8-28-13



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

Memo

To Board of Education

From 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) August 28, 2013

Subject Memorandum of Understanding - East Bay Agency for Children (contractor) - 107/East Oakland Pride Academy (site)

Action Requested Approval of a Memorandum of Understanding (MOU) between District and East Bay Agency for Children, for services to be provided primarily to 107/East Oakland Pride Academy.

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

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

Discussion
One paragraph summary of the scope of work.

Approval by the Board of Education of a Memorandum of Understanding between Oakland Unified School District and East Bay Agency for Children, Oakland, CA, for the latter to provide services as lead agency to provide program coordination, math intervention, homework support, student supervision and a variety of enrichment services for East Oakland Pride Academy's comprehensive After School Program in the capacity of the After School Education and Safety (ASES) Grant for the period of July 1, 2013 through August 29, 2014, in the amount of \$85,320.00.

Recommendation Approval by the Board of Education of a Memorandum of Understanding (MOU) between the District and East Bay Agency for Children for the latter to provide Arts, Recreation, Leadership and Family Literary activities in its capacity as a Comprehensive After School Program Lead Agency at East Oakland Pride Academy for the period July 1, 2013 through August 29, 2014.

Fiscal Impact Funding Resource: 6010/After School Education and Safety (ASES) Grant in an amount not to exceed \$85,320.00.

Attachments

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

**Memorandum of Understanding 2013 – 2014
Between Oakland Unified School District and
East Bay Agency for Children**

1. **Intent.** This Memorandum of Understanding ("MOU") establishes the Oakland Unified School District's ("OUSD") intent to contract with East Bay Agency for Children ("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 107/East Oakland Pride under the following grants:

- After School Education and Safety Program ("ASESP")
- California Department of Education ("CDE") 21st Century Community Learning Center (21st CCLC)
- Oakland Fund for Children and Youth - This MOU will also outline services provided on OUSD school grounds through the Oakland Fund for Children and Youth ("OFCY") After-School Initiative funds that shall be utilized as matching funds to CDE ASEP 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 ASEP and 21st CCLC grant award amount for 107/East Oakland Pride is \$85,320.00. 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 ASEP 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 ASEP 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 ASEP, 21ST CCLC (Core Grant) for any adjustments resulting from the reconciliation of the attendance reports for that quarter's months. The attendance reconciliation process will assess the program's

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

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

4.3. OUSD Administrative Fees. OUSD shall charge and withhold up to 14% from the overall ASEP and 21st Century grant awards for central indirect, administrative, custodial, evaluation, and direct service training and technical assistance.

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

4.5. Program Budget. Due to result-based budgeting, the grant will remain as part of the site budget. Funds will be encumbered from the site budget on behalf of AGENCY for the school year 2013-2014 and will not exceed \$85,320.00 in accordance with Exhibit B ("ASEP/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 ASEP and 21st CCLC programs is to establish local programs that offer academic assistance and enrichment for students in need of such services regardless of their ability to pay. Though it is not against the rules to charge fees for participation in programs, the CA Department of Education discourages it because it could exclude students in need from attending and taking advantage of the after school program. Fees should not create a barrier to participation in the after school program. After school services must be equally accessible to all students targeted for services regardless of their ability to pay. Programs that propose to charge fees may not prohibit any family from participating based on their inability to pay and must offer a sliding scale of fees and scholarships for those who could not otherwise afford to participate. Any income collected from fees must be used to fund program activities specified in the grant application. AGENCY shall do full accounting of fees collected, and documentation shall be kept for 5 years for auditing purposes. If AGENCY decides to charge fees, this decision shall be made collaboratively with the Site Administrator, and AGENCY shall work collaboratively with the Site

Administrator and parent leaders to develop an appropriate program fee structure for the school community. AGENCY shall provide the OUSD After School Programs Office with written documentation of the program fee structure prior to charging any program fees, and shall provide OUSD with additional documentation upon request, to ensure grant compliance.

- 5. Scope of Work.** AGENCY will serve as lead agency at 107/East Oakland Pride, will be responsible for operations and management of the ASEP, 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 107/East Oakland Pride and objectives to ensure the success of students as articulated in the Community School Strategic Site Plan (CSSSP). AGENCY will work in partnership with the school principal to ensure that the program components are aligned with and complement OUSD standards and school site curriculum.

- 5.2. Oversight.** AGENCY will provide oversight, fiscal management, payroll services, technical assistance, and facilitation of collaboration with other service providers. Agency must ensure compliance with ASEP and 21st CCLC funding guideline requirements and follow OUSD after school policies and procedures. This includes compliance with OUSD staffing requirements and policies including No Child Left Behind and other legislative mandates.

- 5.3. Enrollment.** AGENCY will enroll 1st through 5th grade students at 107/East Oakland Pride, 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 ASEP 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 ASEP and 21st CCLC grants for students at 107/East Oakland Pride. AGENCY acknowledges and agrees to provide programming consistent with grant guidelines including, but not limited to:

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

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

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

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

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

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

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

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

5.7. Meeting Participation. AGENCY will participate in technical assistance, training, orientation, monthly meetings and other support and resource development activities provided by OUSD and

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

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

- Administration, faculty, and staff of 107/East Oakland Pride
- 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 duties, including understanding and implementing instructions, understanding health information for students in their group, and responding effectively in the event of an emergency. Trip attendees shall be limited to assigned school or early childhood education or after school program staff, students and authorized chaperones. Guests, including but not limited to friends and other family members, are strictly prohibited absent prior written approval of the after school program coordinator or AGENCY executive director. Before the trip, after school and summer program staff leading trip shall provide any adult chaperones who may accompany the students with clear information regarding their responsibilities. Chaperones shall be assigned a prescribed group of students and shall be responsible for the continuous monitoring of these students' activities. Chaperones shall not consume alcoholic beverages or be under the influence of controlled substances while accompanying and supervising students on a trip.

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

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

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

6.7. Transportation Requirements: The after school and summer program or subcontractors shall ensure compliance with all state laws and may transport by the use of its own equipment, contract to provide transportation or arrange transportation by the use of other equipment to enrolled after school and summer participants provided that: (A) parent/guardians' written permission has been obtained in advance; (B) After School Program Coordinator and/or Summer Program Coordinator has confirmed that: transportation arrangements are safe and appropriate; (C) all drivers have valid California driver's license; (D) all drivers have received fingerprint clearance; (E) provided that such transport is covered under driver or registered owner's personal automobile insurance or AGENCY automobile liability insurance policy for at least \$100,000 per individual and \$300,000 per occurrence for liability for bodily injury; and \$50,000 per occurrence for liability for property damage; (F) all drivers and registered owners of private or rented vehicles used shall complete and sign declaration of driver forms assuring that: (i) the driver is at least 21 years of age and holds a current valid California driver's license;(ii) the driver has not been convicted of reckless driving or driving under the influence of drugs or alcohol within the past five years; and (iii) the driver provides proof

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

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

6.9. Vendor is licensed to provide all proposed activities.

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

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

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

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

6.11.1. Definition of High Risk Activities

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

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

- Other activities determined by the school principal to have a high risk to student safety

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

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

6.11.2. Department of Justice and FBI fingerprinting and fingerprint clearance must be obtained for all non-District employee chaperones. Chaperones who continue beyond one school year will need to get fingerprint clearance once every three years from the time they begin chaperoning on after school program trips. Chaperones shall act in accordance with district policies, regulations and school rules. A person who is required to register as a sex offender pursuant to Penal Code 290 shall not serve as a chaperone on any field trip.

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

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

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

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

- Facility
- Program

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

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

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

6.12.3. Swimming Activities

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

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

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

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

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

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

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

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

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

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

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

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

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

7. **Financial Records.** AGENCY agrees and understands that OUSD is responsible for fiduciary and programmatic oversight for the expenditure of the ASEP and 21st CCLC grant funds contracted to AGENCY by OUSD for fiscal year 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 ASEP, 21ST CCLC available to OUSD for review. OUSD and AGENCY shall meet and confer regarding any disputes as to the amount of actual expenses before taking any action to collect funds.

8. Invoicing

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

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

8.3. Invoice Requirements. AGENCY will submit invoices with evidence of the following staff qualifications for each AGENCY employee and AGENCY agent, including employees of subcontracting agencies and volunteers: TB Clearance, current CA Department of Justice and FBI fingerprint clearance, and Instructional Aide requirement. AGENCY will utilize the required OUSD invoicing and staff qualifications form (**Exhibit F**) for regular invoice submission.

8.4. Submission of Invoices. AGENCY must submit invoices to OUSD on a timely and regular basis for services rendered. OUSD will not accept invoices submitted more than thirty days beyond the end of each fiscal quarter. No invoices will be accepted more than 30 days past the end of June 30 of the contractual fiscal year. AGENCY must also submit invoices according to specific invoicing deadlines as outlined by OUSD to ensure timely processing. (**Exhibit G**)

8.5. Submission of Invoices for ASEP and 21st Century Grants. For services rendered related to the ASEP and 21st CCLC grants, OUSD shall pay AGENCY, on a monthly basis, for appropriately documented expenses related to the ASEP and 21st CCLC grants, with a cumulative total for 2013-14 not to exceed \$85,320.00 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 ASEP and 21st CCLC programs for a minimum of five years. All documents created by AGENCY pursuant to this MOU, including but not limited to reports, designs, schedules, registration packets, early release waivers, and other materials prepared, or in the process of being prepared, for the services to be performed by AGENCY, are and shall be at the time of creation and thereafter the property of OUSD, with all intellectual property rights therein vested in OUSD at the time of creation. OUSD shall be entitled to access to and copies of these materials during the progress of the work. Any such materials in the hands of AGENCY or in the hands of any subcontractor upon completion or termination of the work shall be immediately delivered to OUSD. If any materials are lost, damaged or destroyed before final delivery to OUSD, AGENCY shall replace them at its own expense and AGENCY hereby assumes all risks of loss, damage or destruction of or to such materials. AGENCY may retain a copy of all materials produced under this MOU for its use in its general business activities.

10. Changes

10.1. Agency Changes. AGENCY may, at any time, by written order, make changes consistent with Section 5 Scope of Work of this MOU. If such changes cause an increase or decrease in the budgeted cost of or the time required for performance of the agreed upon work, an equitable adjustment as mutually agreed shall be made in the limit on compensation as set forth in Section 4 or in the time of required performance as set forth in Section 5.4, or both. In the event that AGENCY encounters any unanticipated conditions or contingencies that may affect the scope of work or services and result in an adjustment in the amount of compensation specified herein, AGENCY shall so advise OUSD immediately upon notice of such condition or contingency. The written notice shall explain the circumstances giving rise to the unforeseen condition or contingency and shall set forth the proposed adjustment in compensation. Such notice shall be given to OUSD prior to the time that AGENCY performs work or services related to the proposed adjustment in compensation. Any and all pertinent changes shall be expressed in a written amendment to this MOU and signed by OUSD prior to AGENCY's implementation of such changes.

10.2. Changing Legislation. AGENCY understands that changes in Federal, or state legislation or District policy may impact funding levels, grant requirements, and responsibilities of AGENCY during an academic school year. This MOU may be amended during the 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

- ☒ President, Board of Education
☐ State Administrator
☐ Superintendent

Secretary,
Board of Education

Associate Superintendent
Family, School, and Community Partnerships Dept.

8/29/13
Date

8/29/13
Date

AGENCY

Beth Schacter 2/2/12
Agency Director Signature Date
Beth Schacter
Intern Executive Director
Print Name, Title

Attachments:

- **Exhibit A.** Attendance Reporting Schedule
- **Exhibit B.** Planning Tool/Comprehensive After School Program Budget
- **Exhibit C.** Enrollment Packet, including Early Release Waiver
- **Exhibit D.** List of Anticipated Field Trips, Off Site

Carol Jones
Principal

7.18.13
Date

KM
Regional Executive Officer

7.18.13
Date

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

2012-2013 Elementary/Middle School After School Program Budget

AFTER SCHOOL BUDGET PLANNING SPREADSHEET

ELEMENTARY & MIDDLE SCHOOLS 04 2013

Site Name:	East Oakland PRIDE Elementary	ASES	OFCY	Program Fees (if applicable)	Other Lead Agency Funds
Site #:	107	Grantee	Lead Agency	Lead Agency	Lead Agency
Average # of students to be served daily (ADA):	90	Grantee	Lead Agency	Lead Agency	Lead Agency
TOTAL GRANT AWARD		\$112,500	\$67,000	\$0	\$0
CENTRAL COSTS: INDIRECT, ADMIN, EVAL, PD, CUSTODIAL SUPPLIES					
OUSD Indirect (5%)	\$5,357				
OUSD ASPO admin, evaluation, and training/technical assistance costs	\$7,009				
Custodial Staffing and Supplies at 3.17%	\$3,174				
TOTAL SITE ALLOCATION		\$96,959			
CERTIFICATED PERSONNEL					
1120 Academic Liaison/Quality Support Coach REQUIRED	\$2,500				\$0
1120 Certificated Teacher Extended Contracts	\$0				\$0
Total certificated	\$2,500				\$0
CLASSIFIED PERSONNEL					
2205 Site Coordinator (list here, if district employee)	\$0	\$0	\$0	\$0	\$0
2220 SSO	\$7,200				\$0
Total classified	\$7,200	\$0	\$0	\$0	\$0
BENEFITS					
3000's Employee Benefits for Additional Time (20% of total salaries paid as extended contracts or overtime)	\$1,940				
3000's Employee Benefits for Salaried Employees (40%)	\$0				
3000's Lead Agency benefits (rate: 25 %)		\$8,334	\$7,130		\$3,497
Total benefits	\$1,940	\$8,334	\$7,130	\$0	\$3,497
BOOKS AND SUPPLIES					
4310 Supplies (OUSD only, except for Summer Supplemental)	\$0		\$2,006	\$0	\$3,148
4310 Curriculum (OUSD only)	\$0			\$0	\$0
5829 Field Trips	\$0			\$0	\$0
4420 Equipment (OUSD only)	\$0			\$0	\$0
Total books and supplies	\$0	\$0	\$2,006	\$0	\$3,148
CONTRACTED SERVICES					
5825 Site Coordinator (list here if CBO staff)		\$33,334	\$6,666		
5825 Program Director			\$11,000		
5825 Senior Director			\$1,846		
5825 3 Americorp Members		\$30,000		\$15,000	
5825 3 Program Instructors (\$14/hr X 17hrs direct service X 39wks) + (\$14/hr X 2.5 hrs prep x 39 weeks) + (\$14/hr X 40 hrs/year PD) = \$33,621		\$3,803	\$29,818		
5825 Program Instructor (\$14/hr X 17hrs direct service X 24wks) + (\$14/hr X 2.5 hrs/wk x 24 wks) + (\$14/hr X 20 hrs/year PD) = \$6,632		\$6,632			
5825 Ballet Folklorico (\$38 x 5 hrs/wk x 36 wks)			\$1,834		\$5,000
Total services	\$0	\$73,969	\$51,164	\$0	\$15,000
IN-KIND DIRECT SERVICES					
Total value of in-kind direct services				\$0	\$0
LEAD AGENCY ADMINISTRATIVE COSTS					
Lead Agency admin (4% max of total contracted \$)		\$2,016.52	\$6,700		\$19,312

2012-2013 Elementary/Middle School After School Program Budget

SUBTOTALS

Subtotals DIRECT SERVICE	85	\$13,322	\$82,303	\$60,300	\$0	\$15,000	\$11,645
Subtotals Admin/Indirect	15	\$13,858	\$3,017	\$6,700	\$0		\$19,312

TOTALS

Total budgeted per column		\$27,181	\$85,320	\$67,000	\$0	\$15,000	\$30,957
Total BUDGETED	100	\$112,500		\$67,000	\$0	\$15,000	\$30,957
BALANCE remaining to allocate		\$0		\$0			
TOTAL GRANT AWARD/ALLOCATION TO SITE		\$112,500		\$67,000			

ASES MATCH REQUIREMENT:

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

Total Match amount required for this grant:	37,500
Facilities count toward 25% of this match requirement:	9,375
Remaining match amount required:	28,125
Match should be met by combined OFCY funds, other site funds, private dollars, and in-kind resources. This total equals:	67,000
Total Match amount left to meet:	-38,875

\$0.00

Required Signatures for Budget Approval:

Principal:	
Lead Agency:	

1


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

School Site: **East Oakland Pride Elementary**

Date: May 20, 2013

Principal Signature: 

Lead Agency Signature: 

After School Site Coordinator Name (if known at this time): **Ann Ngo**

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

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

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

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

1. Lion's PRIDE Academy will provide a safe, nurturing, and enriching haven for all students after the school day.
2. Lion's PRIDE Academy will expand the opportunities for our students to participate in high quality academic, cultural, and community enrichments.
3. All Students will participate in Gardening, Health & Wellness and Science Learning Community curriculum (STEM).
4. Targeted students will attend Fast For Word, Accelerated Reader, Magic Rhyme, and math practice 4-5 times weekly to improve literacy and math skills.

SECTION 3: OUSD Strategic Questions

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

Strategic Questions/Desired Outcomes	Strategic Activities	Outcomes of Strategic Activities	Data used to assess the strategic activities
<i>As a result of our ASP efforts...</i>	<i>What after school strategic activities will support the desired outcomes?</i>	<i>What short-term outcomes will you expect from your efforts by the end of the school year?</i>	<i>What data will be collected to measure these outcomes?</i>
High School Graduation: How many more Oakland children are graduating from high school?	<ul style="list-style-type: none"> A variety of high quality enrichment classes will be offered during afterschool programming. Program will utilize Wellness Learning Community and Science Learning Community curriculum (STEM). All projects will culminate in a Family End of Quarter presentation and celebration. 	<ul style="list-style-type: none"> Students' attendance will improve due to their increase in engagement in afterschool program activities. 	<ul style="list-style-type: none"> Attendance will be taken daily and during program and family events.
Satisfactory School Day Attendance: How many more Oakland children are attending school 95% or more?	<ul style="list-style-type: none"> Inform parents about the importance of attendance and encourage parents to help each other get their students to class. 	<ul style="list-style-type: none"> Students' attendance will improve due to the increase of parent, school day teacher, and afterschool involvement. Students will state that they 	<ul style="list-style-type: none"> Attendance will be taken daily and during program. Program will have 85% ADA. 80% of surveyed students

	<ul style="list-style-type: none"> • Track students with poor program attendance and reach out to families to find out why and how attendance could be improved. • Celebrate good attendance and/or offer meaningful incentives to attract and reward students for attending our program. • Consistent and stable relationships between staff and students and staff and families. 	<ul style="list-style-type: none"> • are satisfied with program. • Stronger relationships between students and staff and families and staff. 	<ul style="list-style-type: none"> • will state that they enjoy coming to the afterschool program. • 90% of surveyed students will state that there is an adult who cares about them in the afterschool program.
Job Skills/Career readiness: How many more students have meaningful internships and/or paying jobs?			
Health and Well-being: How many more Oakland children have access to, and use, the health services they need?	<ul style="list-style-type: none"> • Staff and/or Site Director will participate in IEP, SSTs, COST meetings for students. • We will provide classes and activities related to gardening, nutrition, cooking, and physical activity to promote the health and well-being of all students involved in afterschool programming. • We are connected closely with the mental health services on site at EOP. We can refer students who are in need of further support. 	<ul style="list-style-type: none"> • Students will have daily access to healthy foods and the opportunity to participate in physical activities daily. • Families will feel more connected to afterschool program staff because of our attendance to IEPs and SSTs. • Increased education of parents who attend our family workshops on various parenting and health related topics. • Students and families will be better supported due to our efforts. 	<ul style="list-style-type: none"> • Attendance will show that all students participating in the afterschool program will have better access to information, snacks and opportunities to making healthier lifestyle choices. • Staff and/or Site Director will participate in 80% of IEPs, SSTs or COST meetings for students in the afterschool program.

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*
- ☐ **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

Founded in 1952 by local parents, East Bay Agency for Children (EBAC) is a comprehensive regional agency making a lasting impact in the lives of more than 21,000 children, youth and their families annually. Our framework is designed to maximize access to social, health and educational services so that children and families have what they need to thrive and become contributing members of their community. EBAC provides three types of programs including: 1) *Specialized Therapeutic and Educational Services*; 2) *School and Community-Based Prevention Programs*; and 3) *Student and Family Support Services*. In keeping with our mission statement, EBAC's 13 programs are "dedicated to assuring the health and educational well-being of children and families through specialized therapeutic, educational and peer support."

For almost 15 years, EBAC has had a presence at EOP as the mental health service provider and is expanding this partnership in the 2013-2014 school year to include the Lion's PRIDE Academy Afterschool Program. Although EBAC is a new afterschool provider for the LPA program, EBAC is not new to the school community nor are they new to providing afterschool services. EBAC also has a long history and experience providing afterschool services to the Oakland community. Taking on the LPA afterschool Program along with providing the mental health services will help position the EOP campus for a Full Service Community School model.

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

Required # of Program Days your program will operate during School Year 2013-2014:	180 days required*
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Projected Daily Attendance during School Year 2013-2014:	90
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Program Schedule

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

* CDE allows programs to close for a maximum of 3 of these days during the school year for professional development. 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 Population	Academic Support (choose one)	CSSSP goal(s) or school need supported by activity	Measurable Outcomes	Description of program/activity	Instructional Strategies
1	K-5 th grade	<input checked="" type="checkbox"/> Homework Support <input type="checkbox"/> Tutoring <input type="checkbox"/> Skill Building <input type="checkbox"/> Academic Intervention <input type="checkbox"/> Other	Strategic Priority 1A. Balanced Literacy & Literacy Across Curriculum. OUSD students will read, write, speak, and think critically around literacy and math.	Students will receive support for 45 minutes 4 days a week.	Students will work in grade leveled groups to do homework. Students will listen to grade specific read-aloud daily (10 minutes) Students will also receive attention and/or clarification by instructor to support students with homework. Students will engage in independent silent sustained reading with books based on individualized reading levels.	45 minutes daily Small groups Peer support Read aloud modeling by instructors Leveled reading
2	1 st - 5 th BB and FBB	<input type="checkbox"/> Homework Support <input checked="" type="checkbox"/> Tutoring <input type="checkbox"/> Skill Building	Strategic Priority 1A. Balanced Literacy & Literacy Across	Students will attend 4-5 times weekly in 30 minutes sessions in	Academic intervention mentoring in Fast Forward technology	Students will be referred by EOP teachers.

		<input checked="" type="checkbox"/> Academic Intervention <input type="checkbox"/> Other	<p>Curriculum.</p> <p>OUSD students will read, write, speak, and think critically around literacy and math. Students' use of academic language and engagement with grade level content aligned to the Common Core state Standard will increase from Fall- Spring.</p> <p>Strategic Priority 1B. Science, Technology, Engineering, Mathematics (STEM)</p> <p>Students exhibit gains in science technology and math and link skills into academic learning for literacy.</p>	computer lab.	intervention to increase math and reading achievement.	<p>Students will attend 4-5 times weekly in 30 minutes sessions in computer lab.</p> <p>Technology based intervention. Individualized data will be used for specific needs during intervention.</p>
3	1 st -5 th BB and FBB	<input type="checkbox"/> Homework Support <input checked="" type="checkbox"/> Tutoring <input type="checkbox"/> Skill Building <input checked="" type="checkbox"/> Academic Intervention <input type="checkbox"/> Other	<p>Strategic Priority 1A. Balanced Literacy & Literacy Across Curriculum.</p> <p>OUSD students will read, write, speak, and think critically around literacy and math. Students' use of academic language and engagement with grade level content aligned to the Common Core state Standard will increase from Fall- Spring.</p> <p>Strategic Priority 1B. Science, Technology, Engineering, Mathematics (STEM)</p> <p>Students exhibit gains</p>	Students will attend 4-5 times weekly in 30 minutes sessions in computer lab.	Technology intervention tutoring through Magic Rhyme.	<p>Students will be referred by EOP teachers.</p> <p>Students will attend 4-5 times weekly in 30 minutes sessions in computer lab.</p> <p>Technology based intervention.</p> <p>Individualized data will be used for specific needs during intervention.</p>

			in science technology and math and link skills into academic learning for literacy.			
4	1 st -5 th	<input type="checkbox"/> Homework Support <input type="checkbox"/> Tutoring <input checked="" type="checkbox"/> Skill Building <input type="checkbox"/> Academic Intervention <input checked="" type="checkbox"/> Other (Project-Based Learning)	Strategic Priority 1B. Science, Technology, Engineering, Mathematics (STEM) Students exhibit gains in science technology and math and link skills into academic learning for literacy.	Students will engage in STEM activities 2 times per week for 1 hour per day.	Students will engage in Science Learning Community curriculum (STEM).	Project based activities

SECTION 7: ENRICHMENT & PHYSICAL ACTIVITY / RECREATION

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

Type of Enrichment	Rationale	CSSSP goal(s) or school need supported by activity	Brief Description	Targeted Skills	Measurable Outcome
Cooking	<input checked="" type="checkbox"/> Student Identified <input checked="" type="checkbox"/> School Identified <input checked="" type="checkbox"/> Parent Identified <input type="checkbox"/> Other (specify)	Strategic Priority 2B. Health and Wellness Students will be provided health education and have access through nutritious food.	Students will engage in cooking foods from around the world. Students will also be able to explore cultural history and geography.	<input type="checkbox"/> College/Career Readiness <input type="checkbox"/> Social Skills/Conflict Res. <input type="checkbox"/> Leadership <input type="checkbox"/> Academic (specify) <input checked="" type="checkbox"/> Health/Fitness <input type="checkbox"/> Other (specify)	Students will engage in activities 1 hour per day, twice a week. Students will display their work during family showcases three times a year.
Sports Skills	<input checked="" type="checkbox"/> Student Identified <input checked="" type="checkbox"/> School Identified <input type="checkbox"/> Parent Identified <input type="checkbox"/> Other (specify)	Strategic Priority 2B. Health and Wellness Students will be provided quality physical education and opportunities to be physically active.	Students will participate in organized recreational activities and practice good sportsmanship.	<input type="checkbox"/> College/Career Readiness <input checked="" type="checkbox"/> Social Skills/Conflict Res. <input type="checkbox"/> Leadership <input type="checkbox"/> Academic (specify) <input checked="" type="checkbox"/> Health/Fitness <input type="checkbox"/> Other (specify)	Students will engage in activities 1 hour per day, twice a week. Students will display their work during family showcases three times a year.
Visual Arts	<input checked="" type="checkbox"/> Student Identified <input checked="" type="checkbox"/> School Identified <input type="checkbox"/> Parent Identified	Strategic Priority 2A. School Culture (Meaningful Student	Students will participate in art activities that will	<input type="checkbox"/> College/Career Readiness <input type="checkbox"/> Social Skills/Conflict Res. <input type="checkbox"/> Leadership	Students will engage in activities 1 hour per day, twice a week.

	<input type="checkbox"/> Other (specify)	Engagement) Schools offer a comprehensive approach to education that is founded on caring relationships and high expectations.	expose them to shapes, shading, and perspective drawing. Students will also learn about different art mediums and history.	<input type="checkbox"/> Academic (specify) <input type="checkbox"/> Health/Fitness <input checked="" type="checkbox"/> Other (Art Education)	Students will display their work during family showcases three times a year.
Food Art	<input checked="" type="checkbox"/> Student Identified <input checked="" type="checkbox"/> School Identified <input type="checkbox"/> Parent Identified <input type="checkbox"/> Other (specify)	Strategic Priority 2B. Health and Wellness Students will be provided health education and have access through nutritious food.	Students will participate in lessons based on Eat Fit, CANFIT, Nutrition to Grow On, and Champions for Change curriculum obtained from Wellness Learning Community. Students will also engage in creating healthy foods into beautiful art pieces.	<input type="checkbox"/> College/Career Readiness <input type="checkbox"/> Social Skills/Conflict Res. <input type="checkbox"/> Leadership <input type="checkbox"/> Academic (specify) <input checked="" type="checkbox"/> Health/Fitness <input type="checkbox"/> Other (specify)	Students will engage in activities 1 hour per day, twice a week. Students will display their work during family showcases three times a year.
Ballet Folklorico	<input type="checkbox"/> Student Identified <input checked="" type="checkbox"/> School Identified <input checked="" type="checkbox"/> Parent Identified <input type="checkbox"/> Other (specify)	Strategic Priority 2A. School Culture (Meaningful Student Engagement) Schools offer a comprehensive approach to education that is founded on caring relationships and high expectations. Strategic Priority 2B. Health and Wellness Students will be provided quality physical education and opportunities to be physically active.	Students will learn the history, purpose and skills of Ballet Folklorico. They the different regions and history of Mexico, where each of the dances come from. Students will have the opportunity to partner with peers in preparation for the showcase performance.	<input type="checkbox"/> College/Career Readiness <input checked="" type="checkbox"/> Social Skills/Conflict Res. <input checked="" type="checkbox"/> Leadership <input type="checkbox"/> Academic (specify) <input checked="" type="checkbox"/> Health/Fitness <input type="checkbox"/> Other (specify)	Students will engage in activities 1 hour per day, twice a week. Students will display their work during family showcases three times a year.

SECTION 8: FAMILY ENGAGEMENT / FAMILY LITERACY

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

Family literacy is a required component of all 21st Century after school programs. Family literacy services support the educational goals of adult family members, connect them to resources and services in the community, and increase their ability to support their student's learning 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
Lights on After School	Strategic Priority 4A. Family and Community Engagement Provides opportunities for families to understand what their child is learning; why they are learning it; what it looks like to perform well.	Families will have opportunities to visit classrooms to view students' work. Families will also have opportunities to advocate for continued quality after school programming.	At least 75% of parents will attend this event. 100% of students will contribute work for this event.	Collaborate with Parent Center, volunteers, community members, and school staff.
Family Showcase	Strategic Priority 2A. School Culture (Meaningful Student Engagement) <i>Encouraging student leadership and motivational programs, such as expanded celebration of student achievements.</i>	Students will present their projects at Family Showcases throughout the year during the Fall, Winter, and Spring.	At least 75% of parents will attend this event. 100% of students will contribute work for this event.	Collaborate with Parent Center, volunteers, community members, and school staff.

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.	Obtain chronic absence reports, attendance reports, and tardy lists from main office.
b) Inform parents about the importance of attendance and encourage parents to help each other get their students to class.	Mandatory parent orientation in the Fall explaining attendance policy and the importance of attendance.
c) Track students with poor program attendance and reach out to find out why and how attendance could be improved.	Track students through Google Docs/ City Span to check for absences and contact home for information about student and how to assist families.
d) Celebrate good attendance and/or offer meaningful incentives to attract and reward students for attending our program.	Monthly assemblies for students with perfect attendance as well as rewards with prizes.

SECTION 10: Transforming School Culture and Climate

After school programs can play a critical role in support the school's efforts to transform school culture and climate, helping to make schools positive, supportive places for all students to stay engaged, be successful, and thrive.

a) The following are paths that OUSD schools are taking to change discipline and transform school culture and climate. What strategy/strategies is your school utilizing to transform school culture and climate?

☒ PBIS (Positive Behavioral Interventions and Support)

☐ Restorative Justice

☒ Social and Emotional Learning

☐ Bullying Prevention

☒ Other; (please specify) We are working on partnering with Be the Change Consulting: Building Intentional Communities to make EOP an intensive site next year. This partnership will provide youth development, restorative justice and positive behavior training.

b) How will the school and lead agency partner work together to ensure that the after school program is aligned and supporting these efforts, and helping to transform school culture and climate?

LPA will integrate the 5 school values into their afterschool program systems including positive behavior, instructor and student expectations, etc. Site Coordinator also sits on the School Culture/Climate Committee which aligns our afterschool program goals to the school goals and needs.

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.):

We will support the school-day in their efforts. We ensure that we have a diverse applicant pool of candidates applying for our afterschool staff. (We want our staff to reflect the make-up of our students.) East Oakland PRIDE day program will help afterschool provide culturally relevant programs for tutoring and mentoring for all students of color. Throughout the day, students will be integrated in all classes in day and afterschool. EBAC also provides mentorship program specifically targeting 5th grade boys of color. EBAC also has mental health clinicians on staff to support the school, students and families in these areas.

SECTION 11: Coordination with Other Service Providers

In the Full Service Community School model, the school becomes a hub of services where various types of service providers come together, work together, and coordinate their efforts to meet the holistic needs of students and families.

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?	<input checked="" type="checkbox"/> COST team (Coordination of Services Team) <input checked="" type="checkbox"/> SST (Student Study Team) <input type="checkbox"/> SSC (School Site Council) <input type="checkbox"/> ELT (Educational Leadership Team) <input type="checkbox"/> PTA <input checked="" type="checkbox"/> Attendance Team/Workgroup <input type="checkbox"/> CSSSP (Community School Strategic Site Planning) team <input checked="" type="checkbox"/> School Culture/Climate Committee <input type="checkbox"/> Other (specify)
List key community partners whom you will actively collaborate with to accomplish the goals of your program.	Playworks, Americorps (Girls Inc.), EBAC, Be the Change Consulting, OUSD
List all subcontractors who will be paid to deliver after school services.	Ballet Folklorico- Costa De Oro
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.	Mental Health Clinicians, School Nurse, Parent Liaison, School Psychologist, Academic Liaison, School Secretary, SSO, and Custodian.

2013-14 After School Enrollment Policy for East Oakland PRIDE Elementary School

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

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

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

Target Population(s)	Specific Data to Inform Selection of Program Participants	(High School Only) Indicate if participation is <i>Optional</i> or <i>Mandatory</i> for each target population
Students in need of academic support and intervention to improve or sustain academic performance.	CST, Benchmark, CELDT, DRA, SRI, performance, Grades	
Students in need of social-emotional support.	Teacher or counselor referral/recommendation, Parent/Caregiver feedback	
Students with siblings already enrolled in after school program based on above priorities.	Parent/Caregiver feedback	

Grade levels prioritized for programming: 1st-5th Grade

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

Additional Notes:

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

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

Enrollment Process and Timeline: (Summarize your enrollment timeline below. Describe how your school will identify and recruit students beginning in Spring 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
May-June	Spring Enrollment	Site Director
August	Summer Mailing	Site Director
August	Mandatory parent orientation	Site Director
August- September	Fall Enrollment	Site Director

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: _____

Carl Johnson

Lead Agency Signature: _____

Reba Lal

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

Principal and Lead Agency representative (i.e. 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
CF	RL	Site Administrator and Lead Agency Director/Site Coordinator have reviewed the CA Dept of Education's ASES and/or 21 st Century Grant Assurances, and understand mandated grant compliance elements.
CF	RL	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.
CF	RL	Site Administrator will meet regularly with Site Coordinator to ensure program is meeting identified goals.
CF	RL	Site will share student outcome data to better refine program (Attendance data, EduSoft, Report Cards, IEP's, etc).
CF	RL	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.
CF	RL	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.
CF	RL	Site will invite Site Coordinator to participate on SSC, COST, SST, and CSSSP team to ensure coordination of services.
CF	RL	Site will coordinate the use of facilities and site level resources in support of program goals.
CF	RL	Site will provide Site Coordinator with office space that includes access to internet and phone.
CF	RL	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: _____

Carl Johnson

Lead Agency Signature: _____

Rebekah Lal

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: **Currently our AL is unknown. We would like to have the same academic liaison as last year but are unclear whether she will be back next year. Jackie Calderon.**

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

My school needs support in finding an individual who can effectively fulfill the role of Academic Liaison/Quality Support Coach. ☒ Yes ☐ No

If our current AL does not come back next year, we will need assistance in securing a new AL.

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.

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

Principal Signature: _____

Carl John

Lead Agency Signature: _____

Reba Lal

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.

School site will train site coordinator on all safety procedures such as lockdown, fire, and earthquake procedures. Site Coordinator will then train all afterschool program staff at the beginning of the school year. All emergency procedures are also written in afterschool program instructor manuals.

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.

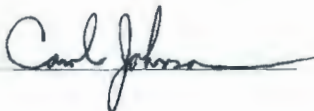
SSO Staffing: (check one)

☐ 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:



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:

12/20/13, 4/11/14, 6/6/14

b) What professional development, coaching, and training supports will be provided by the lead agency partner?

Professional development: Youth Development, SAPQA training, Building Intentional Communities, OUSD PLCs

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

School will provide literacy based trainings such as: Fast for Forward, Magic Rhyme, Dibbles, DRA assessments, Reader's Theater and Book Club.

d) ASPO professional development will consist of the mandatory August Institute (Aug. 5-8, 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:

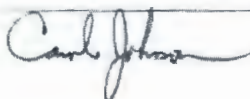
I understand that professional development helps ensure program quality. My program is committed to providing/accessing professional development opportunities for after school staff, based on needs identified by program data. My program will adequately budget for staff time to participate in professional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

Staff wellness will be incorporated into check ins at all of our monthly staff meetings. Site Coordinator will check in individually with staff. Staff will be buddied up with another instructor for the school year and they will be responsible to each other to ensure that their buddy is following through with their self-care plan which will be created at the beginning of the year.

Principal Signature:



Lead Agency Signature:



ASES and 21st CCLC After School Programs
2013-2014

Lion's Pride Academy Class Schedule 2013-2014

Grades K-5

<u>Time</u>	<u>Monday</u>	<u>Tuesday</u>	<u>Wednesday</u>	<u>Thursday</u>	<u>Friday</u>
1:30			<ul style="list-style-type: none"> - Enrichment 3 – Americorps - Enrichment 4 – Americorps - Enrichment 5 – Prog. Instructor - Enrichment 1 – Prog. Instructor - Enrichment 2 – Prog. Instructor - Enrichment K – Prog. Instructor 		
2:00					
2:55	Recreation (K-5)	Recreation (K-5)	Recreation (K-5) (3:00 – 3:25)	Recreation (K-5)	Recreation (K-5)
3:25	Snack (K-5)	Snack (K-5)	Snack (K-5)	Snack (K-5)	Snack (K-5)
3:40	<ul style="list-style-type: none"> - Academic Hour 3 – Americorps - Academic Hour 4 – Americorps - Academic Hour 5 – Prog. Instructor - Enrichment 1-2 – Prog. Instructor - Enrichment 1-2 – Prog. Instructor - Enrichment K – Prog. Instructor 	<ul style="list-style-type: none"> - Academic Hour 3 – Americorps - Academic Hour 4 – Americorps - Academic Hour 5 – Prog. Instructor - Enrichment 1-2 – Prog. Instructor - Enrichment 1-2 – Prog. Instructor - Enrichment K – Prog. Instructor 	<ul style="list-style-type: none"> - Academic Hour 3 – Americorps - Academic Hour 4 – Americorps - Academic Hour 5 – Prog. Instructor - Enrichment 1-2 – Prog. Instructor - Enrichment 1-2 – Prog. Instructor - Enrichment K – Prog. Instructor 	<ul style="list-style-type: none"> - Academic Hour 3 – Americorps - Academic Hour 4 – Americorps - Academic Hour 5 – Prog. Instructor - Enrichment 1-2 – Prog. Instructor - Enrichment 1-2 – Prog. Instructor - Enrichment K – Prog. Instructor 	<ul style="list-style-type: none"> - Enrichment 3 – Americorps - Enrichment 4 – Americorps - Enrichment 5 – Prog. Instructor - Enrichment 1 – Prog. Instructor - Enrichment 2 – Prog. Instructor - Enrichment K – Prog. Instructor
4:40	<ul style="list-style-type: none"> - Academic Hour 1 – Americorps - Academic Hour 2 – Americorps - Enrichment 3-5 – Prog. Instructor - Enrichment 3-5 – Prog. Instructor - Enrichment 3-5 – Prog. Instructor - Academic Hour K – Prog. Instructor 	<ul style="list-style-type: none"> - Academic Hour 1 – Americorps - Academic Hour 2 – Americorps - Enrichment 3-5 – Prog. Instructor - Enrichment 3-5 – Prog. Instructor - Enrichment 3-5 – Prog. Instructor - Academic Hour K – Prog. Instructor 	<ul style="list-style-type: none"> - Academic Hour 1 – Americorps - Academic Hour 2 – Americorps - Enrichment 3-5 – Prog. Instructor - Enrichment 3-5 – Prog. Instructor - Enrichment 3-5 – Prog. Instructor - Academic Hour K – Prog. Instructor 	<ul style="list-style-type: none"> - Academic Hour 1 – Americorps - Academic Hour 2 – Americorps - Enrichment 3-5 – Prog. Instructor - Enrichment 3-5 – Prog. Instructor - Enrichment 3-5 – Prog. Instructor - Academic Hour K – Prog. Instructor 	
5:40	Wind Down	Wind Down	Wind Down	Wind Down	Wind Down
6:00	Dismissal	Dismissal	Dismissal	Dismissal	Dismissal

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

PARENT PERMISSION AND STUDENT INFORMATION - ELEMENTARY AND MIDDLE SCHOOLS

I give my child permission to participate in the 2013-14 _____ After School Program.
Name of School: 107/East Oakland Pride

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

EMERGENCY CONTACT INFORMATION

In case of emergency please contact:

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

Does your child have health coverage? Yes No

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

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

List any Allergies

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

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

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

RELEASE OF LIABILITY

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

☒ Parent/Guardian Signature: _____ Date _____

STUDENT RELEASE/ PICK UP POLICY

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

☒ _____

Parent/Guardian/Caretaker Signature

Date

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

Name/Relationship

Phone Numbers: Home/Work/Cell

Name/Relationship

Phone Numbers: Home/Work/Cell

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

PERMISSION TO EVALUATE PROGRAMS AND TRACK STUDENT PROGRESS

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

☒ _____ Parent/Guardian Signature

PHOTO/VIDEO RELEASE

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

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

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



____ Parent/Guardian Signature

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

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

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

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

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

School Site: _____

Name of Program: _____

Name of Student: _____

Grade: _____

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

(please check reason)

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

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



Signature of Parent/Guardian

Date

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

FOR STUDENTS AGES ____ AND OLDER ONLY

School Site: _____

Name of Student: _____

Grade: _____

Date of Birth of Student: _____

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

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

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



Signature of Parent/Guardian

Date

Exhibit D

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

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

Contact Information:			
Site Name		Lead Agency Name	
Name of Contact Person		Email	
Telephone		Fax	

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

- ☐ Fall Semester- August 26, 2013 to January 30, 2014
- ☐ Spring Semester- February 1, 2014 to June 12, 2014
- ☐ Summer Program (Specify dates: _____ to _____)

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

Site Coordinator Signature _____ Date _____

Lead Agency Director Signature _____ Date _____

Site Administrator Signature _____ Date _____

EAST BAY REGIONAL PARK DISTRICT

WAIVER AND RELEASE OF LIABILITY AND INDEMNITY AGREEMENT

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

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

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

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

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

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

Participant's Name _____

(Print)

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

(Print)

Signature: _____

Date: _____

Participant Signature (if over 18) or Custodial Parent or Guardian Signature

EBRPD Waiver - Swim Use
Rev. 3/09



Exhibit F
OAKLAND UNIFIED
SCHOOL DISTRICT

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

Agency Information

Agency Name		Agency's Contact Person	
Billing Period		Contact Phone #	

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



Exhibit G (1)

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

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

Invoices due to our office by 5:00 pm on:	Accounts Payable checks to be mailed on:
August 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.



Exhibit G (2)

OAKLAND UNIFIED
SCHOOL DISTRICT

**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 Inservice/Extended Contracts and Time Sheets must be submitted to the OUSD After School Programs Office in order to be processed and paid. We are located at 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.



Exhibit G (3)

**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.

Exhibit H

Certificates of Insurance and Additional Insured Endorsement

INSERT HERE



CERTIFICATE OF LIABILITY INSURANCE

OP ID: AN

DATE (MM/DD/YYYY)

06/28/13

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 may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Cook, Disharoon & Greathouse P.O. Box 12909 Oakland, CA 94604- David D. DeMeter		510-437-1900	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: EASTBA1	FAX (A/C, No):	
INSURED East Bay Agency for Children Attn: Debbie Christou 303 Van Buren Avenue Oakland, CA 94610		INSURER(S) AFFORDING COVERAGE INSURER A: NIAC INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:			NAIC # NAIC

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

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	<input checked="" type="checkbox"/>	201208866NPO	11/14/12	11/14/13	EACH OCCURRENCE \$ 1,000,000
		DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000				
		MED EXP (Any one person) \$ 20,000				
		PERSONAL & ADV INJURY \$ 1,000,000				
	GENERAL AGGREGATE \$ 3,000,000				PRODUCTS - COMP/OP AGG \$ 3,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC					\$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		201208866NPO	11/14/12	11/14/13	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
		BODILY INJURY (Per person) \$				
		BODILY INJURY (Per accident) \$				
		PROPERTY DAMAGE (Per accident) \$				
					\$	
						\$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE		201208866UMBPO	11/14/12	11/14/13	EACH OCCURRENCE \$ 1,000,000
		AGGREGATE \$ 1,000,000				
		DEDUCTIBLE \$				
		RETENTION \$				
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N				WC STATUTORY LIMITS OTH-ER
		N/A				E.L. EACH ACCIDENT \$
						E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$
A	Social Services Professional Liab		201208866NPO	11/14/12	11/14/13	Aggregate 3,000,000
		Ea Claim 1,000,000				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
OUSD, its officers, employees, volunteers or agents are additional insureds per #CG2026

CERTIFICATE HOLDER

OAKUSD

Oakland Unified
School District
746 Grand Ave
Oakland, CA 94610

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Debbie Christou

POLICY NUMBER: 201208866NPO

COMMERCIAL GENERAL LIABILITY
CG 20 26 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

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

OUSD, its officers, employees, volunteers or agents

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

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

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



EASTBAY-01

JBANAAG

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/2/2013

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

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

PRODUCER Walsh Carter & Associates Insurance Services, LLC 425 California Street, #400 San Francisco, CA 94104	CONTACT NAME:	
	PHONE (A/C, No, Ext): (415) 217-6200	FAX (A/C, No): (415) 217-6201
INSURED East Bay Agency for Children 303 Van Buren Ave Oakland, CA 94610	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Cypress Insurance Company	
	INSURER B:	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY						EACH OCCURRENCE \$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COM/OP AGG \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident) \$
							\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR						EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N	N/A	33000594707-131	7/1/2013	7/1/2014	E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

*10 DAY NOTICE OF CANCELLATION MAY BE ISSUED FOR NONPAYMENT OF PREMIUM/ NON REPORTING OF PAYROLL.

RE: ONGOING OPERATIONS DURING POLICY PERIOD

CERTIFICATE HOLDER

Julia Fong-Ma
Oakland Unified School District
746 Grand Ave
Oakland, CA 94610

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Exhibit I

Statement of Qualifications

INSERT HERE

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.

Agency Information

Agency Name	East Bay Agency for Children	Agency's Contact Person	Beth L. Schecter
Street Address	303 Van Buren Ave.	Title	Interim Executive Director
City	Oakland	Telephone	510-268-3770 x110
State	CA	Zip Code	94610
		Email	beth.schecter@ebac.org
OUSD Vendor Number	V001647		
Attachments	<input type="checkbox"/> Proof of general liability and workers' compensation insurance <input type="checkbox"/> Statement of qualifications <input type="checkbox"/> Program Planning Tool and Budget <input type="checkbox"/> Printout showing this vendor does not appear on the Excluded Parties List. (www.sam.gov/portal/public/Sam/)		

Compensation and Terms – Must be within OUSD Billing Guidelines

Anticipated Start Date	07/01/2013	Date work will end	08/31/2014	Total Contract Amount	\$85,320.00
				Grant: \$85,320	

Budget Information

Resource #	Resource Name	Org Key #	Object Code	Amount	Req. #
6010	ASES	1071553401	5825	\$85,320.00	R0400686
			5825	\$	
			5825	\$	
			5825	\$	

OUSD Contract Originator Information

Name of OUSD Contact	Carol Johnson	Email	Carol.Johnson@ousd.k12.ca.us
Telephone	(510) 636-8217	Fax	(510) 636-8220
Site/Dept. Name	107	107/East Oakland Pride	Enrollment Grades: 1st through 5th

Approval and Routing (in order of approval steps)

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

☐ OUSD Administrator verifies that this vendor does not appear on the Excluded Parties List (<https://www.sam.gov/portal/public/SAM/>)

Please sign under the appropriate column.	Approved	Denied – Reason	Date
1. Site Administrator	<i>Carol Johnson</i>		7/1/13
2. Oakland After School Programs Office	<i>Julie Ma</i>		7/7/13
3. Network or Executive Officer	<i>KM</i>		7/16/13
4. Cabinet (CAO, CCO, CFO, CSO, Asst Sup)	<i>Maria Santos</i>		8/6/13
5. Board of Education or Superintendent	<i>SS</i>		8/7/13
Procurement	Date Received		