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Community Schools, Thriving Students

Memo	
То	Board of Education
From	Antwan Wilson, 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)	<u>August 27, 2014</u>
Subject	Memorandum of Understanding - Girls, Inc. of Alameda County (contractor) - 165/Acorn Woodland Elementary School (site)
Action Requested	Approval of a Memorandum of Understanding (MOU) between District and Girls, Inc. of Alameda County, for services to be provided primarily to 165/Acorn Woodland Elementary School.
<b>Background</b> 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 the District and Girls, Inc. of Alameda County, 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 Acorn Woodland Elementary School's comprehensive After School Program in the capacity of the After School Education and Safety (ASES) Grant for the period of July 1, 2014 through August 21, 2015, in the amount of \$89,535.00.
Recommendation	Approval by the Board of Education of a Memorandum of Understanding (MOU) between the District and Girls, Inc. of Alameda County for the latter to provide Arts, Recreation, Leadership and Family Literary activities in its capacity as a Comprehensive After School Program Lead Agency at Acorn Woodland Elementary School for the period July 1, 2014 through August 21, 2015.
Fiscal Impact	Funding Resource: <u>6010/After School Education and Safety (ASES) Grant</u> in an amount not to exceed <u>\$89,535.00</u> .
Attachments	<ul> <li>Memorandum of Understanding</li> <li>Certificate of Insurance</li> <li>Program Plan and Budget</li> <li>Statement of qualifications</li> </ul>

Memorandum of Understanding 2014-2015 Between Oakland Unified School District and **Print Form** 

Girls Inc. of Alameda County

- 1. Intent. This Memorandum of Understanding ("MOU") establishes the Oakland Unified School District's ("OUSD") intent to contract with <u>Girls Inc. of Alameda County</u> ("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 <u>165/Acorn Woodland School</u> under the following grants:
  - After School Education and Safety Program ("ASESP")
  - California Department of Education ("CDE") 21<sup>st</sup> Century Community Learning Center (21<sup>st</sup> CCLC)
  - Oakland Fund for Children and Youth This MOU will also outline services provided on OUSD school grounds through the Oakland Fund for Children and Youth ("OFCY") After-School Initiative funds that shall be utilized as matching funds to CDE ASESP and 21<sup>st</sup> CCLC funds.
  - Private grants
- 2. Term of MOU. The term of this MOU shall be July 1, 2014 to August 21, 2015 and may be extended by written agreement of both parties.
- 3. Termination. OUSD may at any time terminate this MOU for any or no reason upon not less than five (5) days written notice to AGENCY. OUSD shall compensate AGENCY for services satisfactorily provided through the date of termination. In addition, OUSD may terminate this MOU for cause should AGENCY fail to perform any part of this MOU. In the event of termination for cause, OUSD may secure the required services from another contractor. If OUSD's cost of procuring services from another contractor exceeds the cost of providing the services pursuant to this MOU, AGENCY shall pay the additional cost.
- 4. Compensation. The ASESP and 21st CCLC grant award amount for 165/Acorn Woodland School is \$89,535.00. AGENCY shall be entitled to compensation from these funds in accordance with the following terms and conditions:
  - 4.1. Total Compensation. Subject to the provisions of 4.2 Positive Attendance and the provisions of 4.3 Administrative Fee, AGENCY shall receive the amount of the grant award less OUSD's administrative fees and other site costs agreed to by the Site Administrator and AGENCY.
  - 4.2. **Positive Attendance.** Payment for services rendered related to the ASESP and 21st CCLC grants shall be based on actual student attendance rates (\$7.50 a day per student), not estimates, as those programs are "positive attendance based." OUSD reserves the right to modify the annual core allocation based on reported attendance. In the event that payments made to AGENCY exceed the reported attendance for the Core grant, the AGENCY will return payments to OUSD at the rate of \$7.50 a day per student. Documentation of attendance must be submitted through the OUSD/OFCY attendance systems in order for invoices for payment of services for the ASESP and 21st CCLC grants to be processed. Exhibit A (Attendance Reporting Schedule 2014-2015")
    - 4.2.1. Reconciliation Process for Positive Attendance Based Grant Funds. OUSD will adjust the payment of the "positive attendance based" grants based on quarterly review of monthly invoices and attendance for services rendered related to the ASESP, 21ST CCLC (Core Grant) for any adjustments resulting from the reconciliation of the attendance reports for that quarter's months. The attendance reconciliation process will assess the program's performance with respect to the required compliance with the grant mandated attendance rates. Based on the

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

- 4.2.2. Administrative Charges and Reconciliation. Reconciliation process for positive attendance based grants must factor in the subtraction of administrative and other OUSD central charges, as outlined in section 4.3, from any grant amounts earned through attendance (OUSD indirect, custodial, evaluation, and After School Programs Office administrative and training/technical assistance fees).
- 4.3. OUSD Administrative Fees. OUSD shall charge and withhold up to 14% from the overall ASESP and 21<sup>st</sup> Century grant awards for central indirect, administrative, custodial, evaluation, and direct service training and technical assistance.
- 4.4. AGENCY Administrative Fees. AGENCY understands and agrees that it may not charge more than 4% of the total contract amount as administrative fees and that its administrative fees must be set at an appropriate dollar amount to keep the ASESP and 21<sup>st</sup> Century grants within the grant-mandated allowable 15% for total indirect/administrative costs. The agency administrative fees charged to the ASESP and 21<sup>st</sup> CCLC grants must be used for direct administrative costs and cannot be used for agency indirect costs. Direct administrative costs consist of expenditures for administrative activities that provide a direct benefit to the ASESP and 21<sup>st</sup> CCLC programs. Indirect costs consist of expenditures for administrative activities that cannot be tied to the ASESP and 21<sup>st</sup> 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 2014-2015 and will not exceed \$89,535.00 in accordance with Exhibit B. **Exhibit B** ("ASESP/21<sup>st</sup> CCLC Planning Tool/Comprehensive After School Program Budget for AGENCY 2014-2015").
- 4.6. Modifications to Budget. Any modifications to the approved grant budget must be approved by OUSD, AGENCY, and CDE before expenditures of funds for modified line items are authorized. Except as expressly set forth herein, OUSD shall not be liable to AGENCY for any costs or expenses paid or incurred by AGENCY in performing services for OUSD. The granting of any payment by OUSD, or the receipt thereof by AGENCY, shall in no way lessen the liability of AGENCY to correct unsatisfactory work, although the unsatisfactory character of that work may not have been apparent or detected at the time a payment was made. Work, which does not conform to the requirements of this Agreement, may be rejected by OUSD and in that case must be replaced by AGENCY without delay.
- Program Fees. The intent of the ASESP and 21st CCLC programs is to establish local programs 4.7. that offer academic assistance and enrichment for students in need of such services regardless of their ability to pay. Though it is not against the rules to charge fees for participation in programs, the CA Department of Education discourages it because it could exclude students in need from attending and taking advantage of the after school program. Fees should not create a barrier to participation in the after school program. After school services must be equally accessible to all students targeted for services regardless of their ability to pay. Programs that propose to charge fees may not prohibit any family from participating based on their inability to pay and must offer a sliding scale of fees and scholarships for those who could not otherwise afford to participate. Any income collected from fees must be used to fund program activities specified in the grant application. AGENCY shall do full accounting of fees collected, and documentation shall be kept for 5 years for auditing purposes. If AGENCY decides to charge fees, this decision shall be made collaboratively with the Site Administrator, and AGENCY shall work collaboratively with the Site Administrator and parent leaders to develop an appropriate program fee structure for the school community. AGENCY shall provide the OUSD After School Programs Office with written documentation of the program fee

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

- 5. Scope of Work. AGENCY will serve as lead agency at <u>165/Acorn Woodland School</u>, will be responsible for operations and management of the ASESP, 21st CCLC, OFCY, and private grants contracted to AGENCY by OUSD for fiscal year 2014-2015. 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 <u>165/Acorn Woodland School</u> and objectives to ensure the success of students as articulated in the Community School Strategic Site Plan (CSSSP). AGENCY will work in partnership with the school principal to ensure that the program components are aligned with and complement OUSD standards and school site curriculum.
  - 5.2. Oversight. AGENCY will provide oversight, fiscal management, payroll services, technical assistance, and facilitation of collaboration with other service providers. Agency must ensure compliance with ASESP and 21<sup>st</sup> 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 <u>1st</u> through <u>5th</u> grade students at <u>165/Acorn Woodland School</u>, 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**

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- 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 2014 2015 school year. AGENCY will close the ASESP and 21<sup>st</sup> CCLC program no more than a maximum of 3 days in the 2014-2015 school year for staff professional development, as permitted by Education Code. Programs that receive 21<sup>st</sup> CCLC Supplemental grant funds or private funding for summer shall additionally operate a sufficient number of days and hours in the summer, on weekends, and during intercession in the manner prescribed by the grant legislation and/or funder, in order to meet attendance goals required by the CA Department of Education and/or the funder
- 5.4.3. **Program Components.** AGENCY agrees to provide programming that supports the guidelines as outlined in the ASESP and 21st CCLC grants for students at 165/Acorn Woodland School . AGENCY acknowledges and agrees to provide programming consistent with grant guidelines including, but not limited to:
  - Educational and Literacy. An educational and literacy element that must provide tutoring and/or homework assistance designed to help students meet state standards in one or more of the following core academic subjects: reading/language arts, mathematics, history and social studies, or science. A broad range of activities may be implemented based on local student needs and interests.

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

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

5.4.3.4.1. Snack: \$1.00

5.4.3.4.2. Supper: \$3.50

- 5.4.3.5. AGENCY will be liable for audit findings and/or assessments (See Section 12 below) that are attributable to AGENCY's failure to comply with the rules and regulations of the Nutrition Services program, including liability if reimbursement is denied Nutrition Services because of AGENCY's failure to comply with program reguirements.
- 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 <u>165/Acorn Woodland School</u>
  - 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 of California for injury, accident, illness or death occurring during or by reason of the out-of state field trip or excursion."
- 6.2. After school and summer program staff or subcontractors leading trip must have a written list of students attending trip.
- 6.3. No student shall be prevented from making a trip due to lack of sufficient funds.
- 6.4. After school and summer program staff or subcontractors leading trip shall have a sufficient first aid kit in his or her possession or immediately available. If the trip is conducted in areas known to be infested with poisonous snakes, this first aid kit shall contain medically accepted snakebite remedies.
- 6.5. **Health Conditions/Medication:** Trip participant health information will be gathered and reviewed in advance of trip and any needed revisions to supervision plan made, including making sure that chaperones understand relevant information (eg food allergies). A plan will be developed to collect, secure, and dispense prescription medications from their original containers only and consistent with physician's instructions.

## 6.6. Supervision

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

- 6.6.2. Trip as structured is appropriate to age, grade level and course of study.
- 6.6.3. Chaperones are all AGENCY employees or subcontractors, parent(s)/guardian(s), or other authorized chaperones and are 21 or older. After School and Summer Program Coordinators and lead trip staff are satisfied that all chaperones are willing and able to perform required duites, including understanding and implementing instructions, understanding health information for students in their group, and responding effectively in the event of an emergency. Trip attendees shall be limited to assigned school or early childhood education or after school program staff, students and authorized chaperones. Guests, including but not limited to friends and other family members, are strictly prohibited absent prior written approval of the after school program 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).
- Transportation Requirements: The after school and summer program or subcontractors shall 6.7. 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 finderprint clearance; (E) provided that such transport is covered under driver or registered owner's personal automobile insurance or AGENCY automobile liability insurance policy for at least \$100,000 per individual and \$300,000 per occurrence for liability for bodily injury; and \$50,000 per occurrence for liability for property damage; (F) all drivers and registered owners of private or rented vehicles used shall complete and sign declaration of driver forms assuring that: (i) the driver is at least 21 years of age and holds a current valid California driver's license;(ii) the driver has not been convicted of reckless driving or driving under the influence of drugs or alcohol within the past five years; and (iii) the driver provides proof of sufficient insurance; (G) if after school or summer program arranges and/or contracts with a third party to provide this transportation, the organization or company with whom they contract must be licensed as a transportation provider, be certified to transport students (e.g., School Pupil Activity Bus certification) and have at least \$5,000,000 automobile and \$1,000,000 General Liability insurance; (H) arrangements have been made for additional vehicle for use in event of illness or emergency; and (I) students receive instruction in safe conduct on bus or other transport; and (J) drivers shall receive safety and emergency instructions and information which shall be kept in their vehicle, including health and emergency information for each student riding in his/her vehicle.
- 6.8. AGENCY must have reasonable confirmation that all organizations involved in the trip have demonstrated expertise and exhibit reasonably safe and reputable operating procedures and business practices appropriate to student trips.

- 6.9. Vendor is licensed to provide all proposed activities.
- 6.10. Voluntary Student Accident Insurance must be <u>made available</u> for purchase (required for all trips). All student participants on higher risk activities (e.g. swimming, snow trips, horseback riding, sailing, rafting, etc) must be covered by medical or accident insurance.
  - 6.10.1. Parents/guardians must be informed that there is no District insurance for the trip;
  - 6.10.2. Program fees must include coverage for accidents or injuries to participants by an insurance carrier authorized to do business in California.

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

#### 6.11.1. Definition of High Risk Activities

- 6.11.1.1. Because of concerns about the risk to student safety, the after school program coordinator shall not permit the following activities on campus or during AGENCY sponsored after school or summer program trips, events and activities unless the activity is properly supervised, students wear protective gear as appropriate, and each participant has insurance coverage:
  - Amusement Parks
  - Interscholastic Athletic Activities
  - Bicycle riding
  - Circus Arts
  - Hiking (Moderate to rigorous terrain or length) vs short nature "walks"
  - Hang gliding
  - Horseback riding
  - Ice Skating
  - In-line or Roller Skating
  - Rock climbing, climbing walls
  - · Skateboarding or use of non-motorized scooters
  - Snow sports of any kind
  - Trampoline; Jumpers
  - Motorcycling
  - Rodeo
  - Target Shooting
  - Water Activities including but not limited to: swimming, snorkeling, scuba diving, sailing, boating, kayaking, river rafting, water slides, water skiing etc.
  - Outdoor active, experiential programs (Ropes course, pulley, etc.)
  - Other activities determined by the school principal to have a high risk to student safety
- 6.11.1.2. The cost of insurance coverage for such activities shall be borne by the student and/or AGENCY.
- 6.11.1.3. Students who operate or ride as a passenger on a bicycle, non-motorized scooter or skateboard upon a street, bikeway or any other public bicycle path or trail shall wear a properly fitted and fastened bicycle helmet that meets the standards of law. Students also shall be required to wear such helmets while wearing in-line or roller skates.
- 6.11.2. Department of Justice and FBI fingerprinting and fingerprint clearance must be obtained for all non-District employee chaperones. Chaperones who continue beyond one school year will need to get fingerprint clearance once every three years from the time they begin chaperoning on after school program trips. Chaperones shall act in accordance with district policies,

regulations and school rules. A person who is required to register as a sex offender pursuant to Penal Code 290 shall not serve as a chaperone on any field trip.

- 6.11.3. No chaperone shall be assigned to provide supervision or instruction of students unless he/she has submitted evidence of an examination within the past 60 days to determine that he/she is free of active tuberculosis. Chaperones whose skin test negative shall thereafter be required to take tuberculosis test every four years or sooner if deemed necessary by AGENCY.
- 6.11.4. Letter must be sent to parent(s)/guardian(s) and a meeting must be held for staff, chaperones, parent(s)/guardian(s) and students in advance of trip to discuss trip and safety related procedures, itinerary and questions.
- 6.11.5. Sleeping arrangements and night supervision are safe and appropriate.
- 6.11.6. **Vendor Proof of Insurance:** After School Program Coordinator and/or Summer Program Coordinator has obtained proof of insurance from all private vendors including:
  - Facility
  - Program

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

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

#### 6.12.3. Swimming Activities

- 6.12.3.1. Parents/guardians must provide written permission for the student to swim and must indicate the student's swimming ability. Students whose parents do not give permission for their child to swim shall be identified in advance of trip and a tracking system designed to ensure they do not enter pool or swim area.
- 6.12.3.2. Swimming facilities, including backyard pools, must be inspected by the AGENCY Executive Director and after school program staff before the trip is scheduled.
- 6.12.3.3. Owners of private pools must provide a certificate of insurance, designating OUSD and AGENCY as an additional insured, for not less than \$2,000,000 in liability coverage.
- 6.12.3.4. Lifeguards must be designated for all swimming activities. If lifeguards are not provided by the pool owner or operator, the AGENCY Executive Director shall ensure their presence. The AGENCY Executive Director shall ensure that lifeguards are Red Cross certified or equivalent and must be at least 21 years old. A swim test must be administered before any student is permitted in the deep end of the pool or swim area. A tracking system shall be designed in advance of trip to identify those students who have and have not passed the swim test.
- 6.12.3.5. The ratio of adult chaperones to students shall be at least one to ten. In grades 4-6, this ratio shall be at least one to eight. In grades K-3, this ratio shall be at least one to four.
- 6.12.3.6. Specific supervisory responsibilities shall be determined in advance to accommodate the varying swimming abilities of students. These responsibilities shall be clarified in writing and reviewed verbally before the trip.
- 6.12.3.7. Emergency procedures shall be included with written instructions to adult chaperones and staff.

- 6.12.3.8. Staff and chaperones assigned to supervise students must wear swim suits and know how to swim and be at each side of the pool or swim area actively monitoring students at all times.
- 6.12.3.9. The After School Program Coordinator and/or Summer Program Coordinator may require students to wear flotation devices, depending upon their age and swimming ability.
- 6.12.3.10. A buddy-system or other means of surveillance shall be arranged in advance and strictly enforced during swimming activities.

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

- 6.13.1. At least 2 weeks prior to trip date, all persons attending trip, including, but not limited to, each and every student, teacher, instructor, chaperone, supervisor, parent, administrator, volunteer, or aide (hereinafter "participant") will provide to the School District Office of the General Counsel an original, properly completed, signed and dated East Bay Regional Park District Waiver (attached as Exhibit E), executed by either the participant if he or she is 18 years of age or older, or the participant's parent or legal guardian if the participant is under 18 years of age
- 6.13.2. Should AGENCY fail to provide an original, properly completed, signed and dated East Bay Regional Park District Waiver for each trip participant as defined in Section 6.13.1 above, AGENCY agrees to hold harmless, defend and indemnify OUSD, its officers, employees, volunteers and agents from all claims and actions resulting therefrom.
- 7. Financial Records. AGENCY agrees and understands that OUSD is responsible for fiduciary and programmatic oversight for the expenditure of the ASESP and 21st CCLC grant funds contracted to AGENCY by OUSD for fiscal year 2014-2015. AGENCY will function as a sub recipient of funding and as such will follow all required fiscal guidelines and meet outlined standards as referenced in applicable Federal and State sub recipient guidelines. AGENCY will ensure that all contracted funds of this MOU are expended as per grant guidelines.
  - 7.1. Accounting Records. AGENCY will maintain its accounting records based upon the principles of fund accounting.
  - 7.2. **Disputes.** AGENCY shall make all records related to ASESP, 21ST CCLC available to OUSD for review. OUSD and AGENCY shall meet and confer regarding any disputes as to the amount of actual expenses before taking any action to collect funds.

## 8. Invoicing

- 8.1. **Billing Structure.** AGENCY shall only invoice for actual expenditures incurred. Supporting documentation must be presented along with monthly invoices upon request. Billing details must be provided upon request to OUSD to ensure compliance with related sub recipient and grant guidelines.
- 8.2. **Unallowable Expenses.** AGENCY may not purchase computers or capital equipment using ASES, 21<sup>st</sup> Century Core Grant, 21<sup>st</sup> Century Direct Access, or 21<sup>st</sup> Century Family Literacy funds.
- 8.3. **Invoice Requirements.** AGENCY will submit invoices with evidence of the following staff qualifications for each AGENCY employee and AGENCY agent, including employees of subcontracting agencies and volunteers: TB Clearance, current CA Department of Justice and FBI fingerprint clearance, and Instructional Aide requirement. AGENCY will utilize the required OUSD invoicing and staff qualifications form (Exhibit F) for regular invoice submission.
- 8.4. **Submission of Invoices.** AGENCY must submit invoices to OUSD on a timely and regular basis for services rendered. OUSD will not accept invoices submitted more than thirty days beyond the end of each fiscal quarter. No invoices will be accepted more than 30 days past the end of June 30

of the contractual fiscal year. AGENCY must also submit invoices according to specific invoicing deadlines as outlined by OUSD to ensure timely processing. (Exhibit G)

- 8.5. Submission of Invoices for ASESP and 21<sup>st</sup> Century Grants. For services rendered related to the ASESP and 21st CCLC grants, OUSD shall pay AGENCY, on a monthly basis, for appropriately documented expenses related to the ASESP and 21ST CCLC grants, with a cumulative total for 2014-2015 not to exceed \$89,535.00 in accordance with the attached Exhibits to this Memorandum. Invoices for payment of services shall be submitted by the 10<sup>th</sup> of each month to the OUSD After School Programs Office, utilizing the required OUSD invoicing and staff qualifications form (Exhibit F). OUSD will strive to adhere to second Accounts Payable check run per the published schedule of monthly payments if invoices are submitted in accordance with the deadlines and requirements set forth in this section and the accompanying Exhibits.
- 9. Ownership of Documents. AGENCY agrees that, pursuant to California law, it shall maintain program and fiscal documentation for the ASESP and 21<sup>st</sup> 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 2014-2015 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, audit fines, assessments, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by OUSD, AGENCY or any other person and from any claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of performance of this MOU. AGENCY's obligations under the preceding sentence shall apply jointly and severally regardless of whether OUSD or any of its officers, officials, employees, volunteers or agents are actively or passively negligent, but shall not apply to any loss of liability, fines, penalties, forfeitures, costs or damages caused solely by the active negligence or by the willful misconduct of OUSD. If AGENCY should subcontract all or any portion of the work or activities to be performed under this MOU, AGENCY shall require each subcontractor to indemnify, hold harmless and defend OUSD, its officers, officials, employees, volunteers or agents in accordance with the terms of the 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 UNIERED SCHOOL DISTRICT -28-14 President, Board of Education Date State Administrator Superintendent Secretary Date Board of Educ Associate Superintendent Date Family, School, and Community Partnerst es Dept. Principal Regional Executive Officer MOU template approved by Legal May, 2014

AGENCY Date ency Director Signature CEO

Print Name, Title

#### Attachments:

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

File ID Number: 14-1692Introduction Date: 8-27-14Enactment Number: 14-1550Enactment Date: 8-27-1442Bv:

## 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, 2014	August 10, 2014			
August 1 - August 30, 2014	September 10, 2014			
September 1-30, 2014	October 10, 2014			
October 1-30, 2014	November 10, 2014			
November 1-30, 2014	December 10, 2014			
December 1-31, 2014	January 10, 2015			
January 1-31, 2015	February 10, 2015			
February 1-28, 2015	March 10, 2015			
March 1-31, 2015	April 10, 2015			
April 1-30, 2015	May 10, 2015			
May 1-31, 2015	June 10, 2015			
June 1-30, 2015	July 10, 2015			

## Exhibit B

ASES and 21<sup>st</sup> CCLC After School Program Plan and After School Budget Planning Spreadsheet

(Template distributed separately)

# **INSERT HERE**

AFTEI	R SCHOOL BUDGET PLANNIN	NG :	SPREAD	SHEET				
ELEMENT	TARY & MIDDLE SCHOOLS 02.2014			9				
		-						
					OFCY	Program	Other	01-10-5
Site Name:	Acorn Woodland			ASES	Match Funds	Fees (if applicable)	School alle	Other Lea Agency Fund
Site #:			Resource 6010,					
Average # d	of students to be served daily (ADA): 83	%		Lead Agency	Lead Agency	Lead Agency	0.000	Lead Agend
	TOTAL GRANT AWARD		\$112	,500	\$67,000		\$53,457	\$35,057
	COSTS: INDIRECT, ADMIN, EVAL, PD,						C.	
CUSTODIA			05 057					
	OUSD Indirect (5%) OUSD ASPO admin, evaluation, and training/technical		\$5,357					
	assistance costs		\$7,009					
	Custodial Staffing and Supplies at 3.17409359427633%		\$3,178					
								***************************************
	TOTAL SITE ALLOCATION		\$96,	955	1			
CERTIFICA	TED PERSONNEL		p					
1120	Quality Support Coach/Academic Liaison REQUIRED		\$2,500				\$0	
	Certificated Teacher Extended Contracts- math or ELA							
1120	academic intervention or Common Core academic enrichment		\$0				\$0	
	Certificated Teacher Extended Contracts- ELL							
	supports							
-	Total certificated		\$2,500				\$0 \$0	
	ED PERSONNEL	-	\$2,000				φŪ	
2205	Site Coordinator (list here, if district employee)		\$0	\$0			\$0	\$
22203	SSO (optional)		\$3,600				\$0	
			\$0,000					
			\$0					*****
	Total classified		\$3,600	\$0			\$0	\$
BENEFITS								
3000's	Employee Benefits for Certificated Teachers on Extended Contract (benefits at 24%)	1	\$600					
	Employee Benefits for Classified Staff on Extra							
3000's	Time/Overtime (benefits at 20%) Employee Benefits for Salaried Employees (benefits at		\$720					
3000's	40%)		\$0					
3000's	Lead Agency benefits (rate: 13.9%)	-		\$10,499	\$8,195			\$2,66
	Total benefits	-	\$1,320	\$10,499	1		\$0	\$2,66
BOOKS A	ND SUPPLIES Supplies (OUSD only, except for Summer							
4310	Supplemental)	_	\$0				\$0	\$4,30
4310	Curriculum (OUSD only)		\$0				\$0	
5829	Field Trips		\$0				\$0	
4420	Equipment (OUSD only)		\$0				\$0	\$
_	Building Intentional Communities curriculum							
	Bus tickets for students District professional development on district PD days							
	(Bridging the Bay conference, Youth Work Methods			-	1			
-	trainings) Science Learning Community curriculum and materials			\$500				
	(required for 21st Century sites)							
	Total books and supplies		\$0	\$500	\$0	\$0	\$0	\$4,30
CONTRAC	TED SERVICES							
5825 5825	Site Coordinator (1.0 FTE)		\$0	\$32,000	\$6,000			\$10,00
5825 5825	Program Manager (0.15 FTE)				\$7,500			\$1,50
	Literacy Specialist (0.20 FTE) Enrichment Facilitators (2 instructors x 15.23/hr x			1000	\$7,250			\$4,35
5825	24hr/wk x 38wk) Academic Instructors (2 instuctors x \$15.23/hr. x			\$15,288.52	\$6,818		\$5,673	
5825	38hr/wk x 38wks)		\$0		\$31,392.40		\$9,260	
5825	Lead Instructor (0.75FTE) Fringe benefits for Lead Instructor and partial fringe						\$32,000	-
	benefits for Academic Instructors and Enrichment							
5825	Facilitators (at 13.9%)						\$6,524	

2014-15 Elementary/Middle School After School Program Budget

Site Name:	Acom Woodland			ASES	OFCY Match Funds	Program Fees (if applicable)	Clifter School Silu Funds	Other Lead Agency Funds
Site #:	165		Resource 6010,	Program 1553				
Average #	of students to be served daily (ADA): 83	%	OUSD	Lead Agency	Lead Agency	Lead Agency	ellat	Lead Agency
	Program Assistant (1 assistant x \$15.23/hr x 22hr/wk x			040 700				
5825 5825	38wks) Program Instructor (1 instructor x \$17/hr x 24hr/wk x 38wks)			\$12,732 \$15,504		-		
5825	Subcontractors (please list each specific subcontracting agency)			\$0				
5825	Building Intentional Communities Lead Instructor (required for Middle school 21st Century sites)							
5825	STEM Instructor(s) (required for 21st Century programs)					-		
5825	Restorative Justice Lead Facilitator (required for 21st Century sites that have a school-day RJ coordinator)			\$0				
5825	Family Liaison (recommended for 21st Century sites)	-				-		
5825	Stipends to Parents for Parent Safety Patrols (optional)							
5825	Mental Health consultant (optional)		\$0					
	Total services		\$0	\$75,525	\$58,960	\$0	\$53,457	\$19,18
N-KIND DI	IRECT SERVICES							
	Volunteers (200 hrs x \$10.83/hr) Book Donation (90 students x 2 books per student x \$5						\$0	\$2,16
	per book) Total value of in-kind direct services						\$0 \$0	\$90
1.1	Total value of III-kind direct services	-					\$0	\$3,00
EAD AG	ENCY ADMINISTRATIVE COSTS							
	Lead Agency admin (4% max of total contracted \$)			\$3,011.42	\$8,040			\$5,84
UBTOT	ALS							
	Subtotals DIRECT SERVICE	85	\$9,102	\$86,524	\$58,960	\$0	\$53,457	\$29,21
	Subtotals Admin/Indirect	1	\$13,863	\$3,011	\$8,040	\$0		\$5,84
TOTALS						_		
-	Total budgeted per column		\$22,965	\$89,535	\$67,000	\$0	\$53,457	\$35,05
-	Total BUDGETED	100	\$112	,500	\$67,000	\$0	\$53,457	\$35,057
	BALANCE remaining to allocate		\$					
	TOTAL GRANT AWARD/ALLOCATION TO SITE		\$112	,500	\$67,000		\$53,457	\$35,057
	ATCH REQUIREMENT: juires a 3:1 match for every grant award dollar							
Total Mat	ch amount required for this grant:		37,500					
acilities	count toward 25% of this match requirement:		9,375					
Remainin	g match amount required:		28,125					
	ould be met by combined OFCY funds, other site vate dollars, and in-kind resources. This total							
equals:		_	88,514					
Takal Ad-A	the second hard to be a second s		00000					

-60,389

Total Match amount left to meet:

Required Signatures for Budget Approval: Principal: Rinde Jooressinuk Lead Agency:

Elementary	Grants CAfter School Program Plan & Middle Schools 014 – 2015
SECTION 1: School Site Information	
School Site: Acorn Woodland Elementary	Lead Agency: Girls Incorporated of Alameda County
Principal Signature:	Lead Agency Signature: Lunda & Bresseneck
After School Site Coordinator Name (if known at this	Date: 4. 10.14
time): Mia Peterson SECTION 2: After School Alignment with Communit Mark the following Strategic Priority areas of the school's CS strategy. X Balanced Literacy and Literacy Across the Curriculu	ty School Strategic Site Plan (CSSSP) SSP where this after school program is identified as a high leverage

4

SES and 21st CCLC After School Programs 2014-2015

1

State 3 – 4 primary goals of the A	fter School Program and intend	ded impacts for participating s	tudents.
<ul> <li>day school and after</li> <li>To accommodate the encouraging them to To support Academi opportunities so that students' desire to a SECTION 3: OUSD Strategic Question</li> </ul>	uestions	students. ts by giving them class and so ies and curriculum. nool hours as well as provide a um of positive educational exp	chedule choices additional enrichment
Complete the matrix for at least to Strategic Questions/Desired	vo of the following four OUSD Strategic Activities	Strategic questions. Outcomes of Strategic	Data used to assess
Outcomes As a result of our ASP efforts	What after school strategic activities will support the desired outcomes?	Activities What short-term outcomes will you expect from your efforts by the end of the school year?	the strategic activities What data will be collected to measure these outcomes?
High School Graduation: How many more Oakland children are graduating from high school?	Weekly ELA intervention classes for targeted students. Students participating in these groups will not be at grade level reading. Intervention will be offered in collaboration with the school day teachers. Project-based learning and skill- building enrichment classes for all students to keep students engaged in learning and excited about learning.	<ul> <li>85% of program participants who are at least 1.0 years behind, or identified by school teachers will receive additional academic support and reading skill building in intervention classes.</li> <li>60% of all program participants will participate in an additional science curriculum.</li> <li>All students will prepare work based on project-based curriculum to display at students showcases three times per year.</li> </ul>	Data from benchmark assessments will be taken throughout the school year for all students participating in academic intervention classes. Attendance data will be collected to ensure that students are attending academic intervention classes.

Satisfactory School Day Attendance: How many more Oakland children are attending school 95% or more?	Attendance policy will promote an attendance goal of 95% daily attendance. Parents who are not meeting attendance goals will be notified. Activities and classes will be well planned and of high quality in order to promote student engagement and produce student interest in attending after school programming. Parent Meetings and orientations will explain goals and significance of 95% attendance for after school programming. Three showcases per year will highlight the work students have been preparing for each class. Success and participation at these showcases will depend on regular attendance.	<ul> <li>Daily tracking of regular day and after school attendance with 100% of parents notified and supported if they're not meeting attendance goals.</li> <li>Student classroom goals and plans will be submitted three times per year.</li> <li>100% of parents will attend a parent orientation and or a one-on-one meeting where attendance will be reviewed.</li> <li>90% of students will prepare or teach back at least one hands-on activity for at least one showcase per year.</li> </ul>	Attendance data will be collected in order to gauge progress in attaining the attendance goal of 95% daily attendance. Parents who are not meeting attendance goals will be notified; this includes early releases, late pick-ups and absences. Sign-In Sheets will be collected at all parent meetings and student showcases.
Health and Well-being: How many more Oakland children have access to, and use, the health services they need?	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 after-school programming.	Students will have daily access to healthy foods and the opportunity to participate in physical activities daily.	Attendance will show that all students participating in the after school program will have better access to information, snacks and opportunities to making healthier lifestyle choices. 100% of families will sign a nutrition policy that indicates a commitment to healthy eating in program.

## SECTION 4: Program Model and Lead Agency Selection

For 2014-2015, 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

AWEsome Extended Learning Program is a collaboration between Girls Inc. of Alameda County and ACORN Woodland Elementary. Girls Inc. has a longstanding partnership with OUSD (since 1991) providing afterschool, summer, and mental health services for children and families. Girls Inc. has contracted with numerous OUSD schools, including serving as the lead agency, providing comprehensive afterschool services for elementary, middle and high schools. This exciting new partnership between AWE and Girls Inc. will take advantage of these experiences. Girls Inc.'s dedication to the youth and families of Oakland, their high quality programming, and vast experience serving East Oakland schools is well aligned with AWE's own vision and mission. In addition, Girls Inc. has an excellent reputation within the District and throughout Alameda County as a service provider and as a responsible recipient of public grant funds.

## 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 2014-2015:	180 days required*
Projected Daily Attendance during School Year 2014-2015:	100
<b>Program Schedule</b> Submit program schedule as an attachment, using the standard program schedule temp	late.

\* 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.

ASES and 21st CCLC After School Programs 2014-2015

## **SECTION 6: Academics**

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

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

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

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

	Target Popula-tion	Academic Support (choose one)	CSSSP goal(s) or school need supported by activity	Measurable Outcomes	Description of program/activity	Instructional Strategies
1	1 <sup>st</sup> – 5 <sup>th</sup> Grade Students	<ul> <li>Homework Support</li> <li>Tutoring</li> <li>Skill Building</li> <li>Academic Intervention</li> <li>Other</li> </ul>	Providing opportunities for students to increase their skills and knowledge of science curriculum.	75% of all students will participate in after school STEM related academic and enrichment activities	Gardening	Direct instruction, targeted skills and standard instruction
2	1 <sup>st</sup> – 5 <sup>th</sup> Grade students below grade level according to F&P Assessment	<ul> <li>Homework Support</li> <li>Tutoring</li> <li>Skill Building</li> <li>Academic Intervention</li> <li>Other</li> </ul>	Providing opportunities for targeted students to increase their reading level by 1.0 or more years, Increasing school wide reading levels	Increasing student reading level as indicated by the F&P benchmark	English Language Arts Intervention	Small group instruction, targeted phonics differentiation, read alouds, fluency intervention and independent reading
3	1 <sup>st</sup> – 5 <sup>th</sup> Grade Students	<ul> <li>Homework Support</li> <li>Tutoring</li> <li>Skill Building</li> <li>Academic Intervention</li> <li>Other</li> </ul>	Providing opportunities for students to increase their skills and knowledge of technology curriculum.	75% of all students will participate in after school STEM related academic and enrichment activities	Technology	Direct instruction, targeted skills and standard instruction
4	1 <sup>st</sup> – 5 <sup>th</sup> Grade Students	<ul> <li>Homework Support</li> <li>Tutoring</li> <li>Skill Building</li> <li>Academic Intervention</li> <li>Other</li> </ul>	All students will read and write at a minimum of grade level-proficiency	Increasing student proficiency level by at least one level as indicated by the ALS benchmark	Homework support	Independent Reading, Group Read-Aloud

5	<ul> <li>Homework Su</li> <li>Tutoring</li> <li>Skill Building</li> <li>Academic Inte</li> <li>Other</li> </ul>				
Enrichment activities she activities she	activities and physical ould provide students ould intentionally and o	with the opportunity to a creatively build skills that	required components o apply their classroom h at support students' su	of the ASES and 21 <sup>st</sup> Century earning in a real, hands-on v ccess in school and in life. I learning, and student engag	vay. Enrichment Enrichment activities
Type of Enrich- ment	Rationale	CSSSP goal(s) or school need supported by activity	Brief Description	Targeted Skills	Measurable Outcome
Structures Sports And Active Play (1 <sup>st</sup> grade)	<ul> <li>Student Identified</li> <li>School Identified</li> <li>Parent Identified</li> <li>Other (specify)</li> </ul>	Provide opportunities for students to participate in healthy physical activity	Students participate in basketball, baseball, Frisbee and football working as a team and focusing on positive risk taking in a variety of sports.	<ul> <li>Conflict Resolution</li> <li>Social Skills</li> <li>Leadership</li> <li>Academic (specify)</li> <li>Health and Wellness</li> <li>Other (specify)</li> </ul>	90% participation and attendance by all students enrolled in after school
Dance	<ul> <li>Student Identified</li> <li>School Identified</li> <li>Parent Identified</li> <li>Other (specify)</li> </ul>	Provide opportunities for students to participate in healthy physical activity	Develop student understanding of dance elements and gross motor coordination. Develop cooperation, self- esteem and performance skills. Provide culturally diverse learning opportunities.	<ul> <li>Conflict Resolution</li> <li>Social Skills</li> <li>Leadership</li> <li>Academic (specify)</li> <li>Health and Wellness</li> <li>Other (specify)</li> </ul>	90% participation and attendance by all students enrolled in after school
Soccer	<ul> <li>Student Identified</li> <li>School Identified</li> <li>Parent Identified</li> <li>Other (specify)</li> </ul>	Provide opportunities for students to participate in healthy physical activity	Students work on specific soccer skills, play soccer games, work on team skills, working out disagreements and staying healthy	<ul> <li>Conflict Resolution</li> <li>Social Skills</li> <li>Leadership</li> <li>Academic (specify)</li> <li>Health and Wellness</li> <li>Sportsmanship</li> </ul>	At least 20 organized games each session (3-4 months).

Art	<ul> <li>Student Identified</li> <li>School Identified</li> <li>Parent Identified</li> <li>Other (specify)</li> </ul>	Provide students in health and well being activities.	Students will be exposed to different types of art from different cultures.	<ul> <li>Conflict Resolution</li> <li>Social Skills</li> <li>Leadership</li> <li>Academic (specify)</li> <li>Health and Wellness</li> <li>Other (specify) - Emotional Development</li> </ul>	Students will display their culminating art projects during 3 school year expo nights.
Gardening	<ul> <li>Student Identified</li> <li>School Identified</li> <li>Parent Identified</li> <li>Other (specify)</li> </ul>	Provide students in health and well being activities.	Students will plant and upkeep the garden and prepare and eat the vegetables that grow.	<ul> <li>Conflict Resolution</li> <li>Social Skills</li> <li>Leadership</li> <li>Academic (specify)</li> <li>Health and Wellness</li> <li>Other (specify)</li> </ul>	Students surveyed will identify that they are actively engaged in positive physical health routines
Leadership	<ul> <li>Student Identified</li> <li>School Identified</li> <li>Parent Identified</li> <li>Other (specify)</li> </ul>	Students will identify a strength/interest, provide opportunity for students to become leaders in our school community	Students will meet weekly to organize school wide events and plan for weekly school wide assemblies	<ul> <li>Conflict Resolution</li> <li>Social Skills</li> <li>Leadership</li> <li>Academic (specify)</li> <li>Health and Wellness</li> <li>Other (specify)</li> </ul>	Weekly Assemblies, student events, ongoing communication with lead teachers

## 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 21<sup>st</sup> 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. For 21<sup>st</sup> Century grantees who receive Family Literacy funding: *The activities listed below must align to your 21<sup>st</sup> Century Family Literacy budget plan.* 

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
Program Orientation Family Engagement	Family engagement	Parents will attend mandatory orientation to meet staff and review the	100% of parents/guardians will participate or attend a one on one make up	Policies and procedures will align with school day goals.

7

		plans for the year as well as policies and procedures.	session with the after school program coordinator.	
Family Read Night	Family Engagement	Annual Read Night will help parents value reading and storytelling in their home language as a means for best supporting their children's literacy development.	70% of families will participate in the event.	Family Read Night is a school wide event. The event will be offered to all ACORN Woodland students and their families.
EXPO Nights	Family Engagement	Presentation of Learning Showcases Open exhibits of youth work	The majority of parents surveyed will say they feel engaged in the after school program.	Collaboration around current parent nights and school day events.
Refer families to additional services	Attendance rates High school graduation rates Health and well being	<ul> <li>Actively refer parents and caregivers to additional adult literacy and parent education opportunities in the community as needed, including: <ul> <li>Events at the 81st Avenue Branch Oakland Library</li> <li>Mental health and case management services at the Pathways Counseling Center</li> </ul> </li> </ul>	The majority of parents surveyed will feel the after school program plays a critical role in improving the social development of their student. The majority of parents surveyed will feel the after school program plays a critical role in improving the emotional development of their student.	Access to student records Inclusion in SST/IEP meetings

## 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

2014-2015

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.	
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.
	Monthly assemblies for students with perfect attendance are rewarded
d) Celebrate good attendance and/or offer meaningful incentives to attract and reward students for attending our program. SECTION 10: Transforming School Culture and Climat After school programs can play a critical role in support the helping to make schools positive, supportive places for all	with prizes. e school's efforts to transform school culture and climate,
a) The following are paths that OUSD schools are taking to	with prizes. e school's efforts to transform school culture and climate, students to stay engaged, be successful, and thrive. o change discipline and transform school culture and
After school programs can play a critical role in support the helping to make schools positive, supportive places for all a) The following are paths that OUSD schools are taking to climate. What strategy/strategies is your school utilizing to X PBIS (Positive Behavioral Interventions and Support	with prizes. e school's efforts to transform school culture and climate, students to stay engaged, be successful, and thrive. o change discipline and transform school culture and transform school culture and climate?
incentives to attract and reward students for attending our program. SECTION 10: Transforming School Culture and Climat After school programs can play a critical role in support the helping to make schools positive, supportive places for all a) The following are paths that OUSD schools are taking to climate. What strategy/strategies is your school utilizing to	with prizes. e school's efforts to transform school culture and climate, students to stay engaged, be successful, and thrive. o change discipline and transform school culture and transform school culture and climate?

ASES and 21st CCLC After School Programs 2014-2015 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? (ie. shared professional development, curriculum, coaching, planning meetings, COST meetings, etc.)

The afterschool program is rooted is positive youth development practices. All staff is well trained in positive behavior strategies that help redirect students and help them modify their behavior. The after school program coordinator will meet with the Principal to co-develop a behavior system that aligns with the school day. In addition, the after school staff will meet monthly with school day teachers to discuss individual students' successes, challenges, and goals. The after school staff will formally communicate with parents monthly to address challenges and highlight successes and growth.

An After School Family Handbook will be co-created with the Principal so it aligns with the school day. The handbook will be reviewed with all incoming students and their families during a mandatory family orientation. Families will sign acknowledging their understanding and agreement of behavior policies and anti-bullying pledge, which will be in alignment with school day culture.

The after school program coordinator will meet regularly with the Principal to discuss students in need of case management, counseling service, or other referrals. While referrals will be made to outside agencies who have the resources to support families with their specific needs, the after school program collaborates with Pathways Counseling Center, EBAC's Social Workers at the school site, and other mental health interns placed at the school site.

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.):

All students in the after school program will be held accountable for their behaviors and get help managing their emotions by meeting with their mentors/group leaders, coordinator, and parents about the root of behaviors. Suspension and expulsion will be a last resort. Prior to suspension of any student, the Principal and the Coordinator will meet to discuss the behavior and the fairness and consistency by all staff involved.

All students, especially those not usually given the opportunity to lead, will be given the opportunity to lead after school rituals and ceremonies. In addition, they will be recognized and appreciated during special ceremonies celebrating effort and leadership.

The after school academic hour will be single-sex. This will give classes the opportunity to create lessons that address gender roles, stereotypes, and select role models who can identify with.

In the Full Service Community School model, the school become come together, work together, and coordinate their efforts to mee The after school Site Coordinator or Director will actively participate in which of the following school group(s), in order to increase alignment between after school and school day efforts?	
List key community partners whom you will actively collaborate with to accomplish the goals of your program.	81st Public Library, Pathways Counseling Center, school day teachers, after school instructors
List all subcontractors who will be paid to deliver after school services.	
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.	School Counselors, Resource Specialist, EBAC's Social Worker, attendance clerk, academic liaison, custodial staff

## 2014-15 After School Enrollment Policy for <u>Acorn Woodland Elementary</u> School

OUSD has established district-wide guidelines for Target Population and Enrollment in ASES and 21<sup>st</sup> 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> o <i>Mandatory</i> for each target population	
Students in need of academic support and intervention to improve or sustain academic performance.	CELDT, F&P Common Core Assessment, SBAC, 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		
Students in need of academic support and intervention to improve or sustain academic performance.	CST, Benchmark, CELDT, F&P, SRI, performance, Grades		

## Grade levels prioritized for programming: \_\_\_\_\_1<sup>st</sup> - 5<sup>th</sup> Grade

Note: The ASES and 21<sup>st</sup> 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 2014. Indicate how families will be notified of 2014-15 enrollment before the last day of school, June 12, 2014.)

Timeline	After School Enrollment Steps/Process	Individual(s) responsible
May-June	Enrollment; teacher referrals	Site Coordinator Principal Gaines Literacy Specialist
August	Summer Mailing	Site Coordinator
August	Mandatory parent orientation Families Sign Family Handbook After school programs begin on 1st Day of school, with enrollment at a minimum 75% capacity.	Site Coordinator
August- September	New school year enrollment of families for remaining program slots.         Remaining program slots will be filled by September 2013.         All programs must maintain waitlists after program slots are filled.	Site Coordinator
May-June	Enrollment; teacher referrals	Site Coordinator Principal Gaines Literacy Specialist
August	Summer Mailing	Site Coordinator
August	Mandatory parent orientation	Site Coordinator

Families Sign Family Handbook After school programs begin on 1st Day of school, with enrollment at a minimum 75% capacity.	

## Important dates to include in your timeline:

- April June: Spring enrollment for 2014-15 programs.
- Families will be notified of 2014-15 after school enrollment before the last day of school, June 12, 2014.
- After school programs begin on 1<sup>st</sup> 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, 2014.
- All programs must maintain waitlists after program slots are filled.

**Principal Signature:** 

Lead Agency Signature: Linda Housench

## 2014-15 Assurances for Grant Compliance and After School Alignment with School Day

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

Principal initials	Lead Agency initíals	2014 – 15 Assurances for Grant Compliance and After School Alignment with School Day
1	Am	Site Administrator and Lead Agency Director/Site Coordinator have reviewed the CA Dept of Education's ASES and/or 21 <sup>st</sup> Century Grant Assurances, and understand mandated grant compliance elements.
Ð	Xp	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.
D	0,10	Site Administrator will meet regularly with Site Coordinator to ensure program is meeting identified goals.
D	XD	Site will share student outcome data to better refine program (Attendance data, test scores, Report Cards, IEP's, etc).
Y	HB	The principal and lead agency partner have reviewed and discussed the Quality Support Coach key responsibilities. Both Principal and lead agency partner understand that this role is critical for strengthening staff practices and the quality of the after school program. Site will identify a certificated, qualified individual to serve as the program's Quality Support Coach and to fulfill all responsibilities outlined in the role description.
A	do	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.
A	XB	Site will invite Site Coordinator to participate on SSC, COST, SST, and/or CSSSP teams to ensure coordination of services.
A	XID	Site will coordinate the use of facilities and site level resources in support of program goals.
L	XB	Site will provide Site Coordinator with office space that includes access to internet and phone.
B	AB	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 Signati

ASES and 21st CCLC After School Programs 2014-2015

## Quality Support Coach (formerly called "Academic Liaison")

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

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

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

## **Quality Support Coaching Planning**

- a) Please identify who will fulfill the Quality Support Coach role for 2014-15:
- 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:

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

school. Please mark:

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

## **Teachers on Extended Contract for Direct Service**

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

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

Anticipated hours/week for teacher on extended contract

**Principal Signature** 

Lead Agency Signature: Kinda Monserve

ASES and 21st CCLC After School Programs 2014-2015

## After School Safety and Emergency Planning for 2014-15

After School Safety and Emergency Planning
<ul> <li>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.</li> <li> <u>□</u> Yes □ No      </li> </ul>
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.
Staff orientation to discuss lockdown, fire, and earthquake procedures.
C) Principal and Site Coordinator have reviewed the OUSD After School Emergency/Crisis 1st Level Response Notification Protocol. Yes D 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)
<ul> <li>Site has a school day SSO who can accommodate after school related work as part of their regular salary.</li> <li>Site will pay Extra time/Over time (ET/OT) to accommodate an after school SSO.</li> <li>Site does not need an SSO or does not have the resources to have an after school SSO.</li> </ul>

**Principal Signature:** 

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Professional Development and Staff Wellness

Lead Agency Signature: Linda Rowsund

19

**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:

12/19/14, 4/10/15, 6/5/15

b) What professional development, coaching, and training supports will be provided by the lead agency partner? Program staff will receive 2.5 hours of professional development twice a month. Topics for the PD include but are not limited to behavior management, effective facilitation, safety procedures and protocol, building relationships with students, literacy and STEM instruction strategies and student engagement. Sessions are lead by experts in their field such as a Literacy Specialist who will provide in depth training in the fundamentals of literacy, implementing curriculum components like read alouds and word work, developmentally appropriate teaching and strategies for English language learners. In addition, staff will participate in 2 hours monthly of consultation where they will discuss and learn about child development stages, addressing behavior challenges and positive youth development.

Staff engages in regular coaching with their supervisor. Weekly meetings are established to discuss various topics which include implementing curriculum, giving and receiving feedback as well as providing best practices. Supervisors work with staff to set goals to improve program and reassess on their progress each week. To provide relevant feedback supervisors regularly drop in for informal observations. The Literacy Specialist and Program Manager will conduct formal observations quarterly to provide program staff and coordinators feedback about individual groups and site trends.

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

The Principal will meet with the Coordinator to review Emergency Procedures/protocol prior to the first day of school.

d) ASPO professional development will consist of the mandatory August Institute (week of Aug. 4-8), mandatory monthly site coordinator meetings (2 hrs/month), Youth Work Methods trainings (4 hours in October during non-student day), the annual Bridging the Bay after school conference, and various professional learning communities (time commitment varies). Please mark:

I understand that professional development helps ensure program quality. My program is committed to providing/accessing professional development opportunities for after school staff, based on needs identified by program data. My program will adequately budget for staff time to participate in professional development over the course of the year (for key line staff, recommended at least 20 hours of PD/year). The Yes The No

## Staff Wellness

e) Please describe ways your program will work to support staff wellness over the course of the year:

Staff will meet regularly with their supervisor to identify challenges. These challenges will be addressed and resources will be given to staff in a timely manner.

Pathways Counseling Center will provide an average of 2 hours a month of consultation to all after school staff at ACORN Woodland. Consultation will give staff a structured space to discuss challenges, successes, and ways to support each other throughout the year.

All ACORN Woodland staff will have access to Girls Inc.'s facility and resources, which include a gym, yoga classes, a full kitchen, and mindfulness trainings.

## Principal Signature:

Lead Agency Signature: <u>Kinda Monsumuch</u> Addendum for 21<sup>st</sup> Century Community Learning Center Grantees Only

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

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

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

<b>21</b> <sup>st</sup> <b>Century Supplemental Programming during 2014-1</b> Describe your planned programming on weekends, intercession P Your supplemental program plans must match your proposed sup (Please do NOT include summer program plans here; there will b	preaks, and other non-school days during the 2014-15 school year. pplemental program budget.
Number of supplemental program days you plan to offer during the 2014-15 school year:	
Dates of Service:	
Hours of Operation: (note that supplemental programs must operate at least 3 hours/session)	
Description of Supplemental program activities: (describe g	oals of programming, target audience, planned activities, etc.)

## AWEsome ELP Master Schedule: Spring 2014

Time	Monday	Tuesday	Wednesday	Thursday	Friday
1:10-1:15			Transition		
1:15			- Technology 3/4/5 MP 50 min	1	
1:30			- Sports/Yoga 3/4/5 CM		
			- Hip Hop 3/4/5 EJ - Grown n' Savvy 5 Tigi		
1:45			- Academic Hour 1/2 Girls Malorie		
2:05			- Academic Hour 1/2 Boys Laura		
2:05-2:10			Transition		
2:10			- Technology 1/2 MP 45 min		
0.05			- Sports/Yoga 1/2 CM		
2:25			- Hip Hop 1/2 EJ		
2:40			- Academic Hour 3/4 Girls Malorie		
2:55			- Academic Hour 3/4 Boys Laura - Academic Hour 5 Tigi		
2:55-3:00	Transition	Transition	Transition	Transition	Transition
3:00-3:15	Snack 1-5				
		Snack 1-5	Snack 1-5	Snack 1-5	Snack 1-5
3:15-3:20	Transition	Transition	Transition	Transition	Transition
3:20-3:35	Recreation 1-5	Recreation 1-5	Recreation 1-5	Recreation 1-5	Recreation 1-5
3:35-3:40	Transition	Transition	Transition	Transition	Transition
3:40	- Music 3/4/5 MP	- Gardening 3/4/5 MP	- Music 3/4/5 MP	- Gardening 3/4/5 MP	- Technology 3/4/5 MP
3:55	- Basketball 3/4/5 CM	- Sports/Yoga 3/4/5 CM	- Basketball 3/4/5 CM	- Sports/Yoga 3/4/5 CM	- Grown n' Savvy 3/4/5 Tigi
	- Modern Dance 3/4/5 EJ	- Spirit Leaders 3/4/5 EJ	- Modem Dance 3/4/5 EJ	- Spirit Leaders 3/4/5 EJ	- Hip Hop 3/4/5 EJ
4:10	- Leadership 5 Tigi	- Drumming 3/4/5 Tigi	- Leadership 5 Tigi	- Drumming 3/4/5 Tigi	- Jr. Coaches 4/5 CM
4:25	- Academic Hour 1/2 Girls Malorie	- Academic Hour 1/2 Girls Malorie	- Academic Hour 1/2 Girls Malorie	- Academic Hour 1/2 Girls Malorie	- Academic Hour 1/2 Girls Malorie
	- Academic Hour 1/2 Boys Laura	- Academic Hour 1/2 Boys Laura	- Academic Hour 1/2 Boys Laura	- Academic Hour 1/2 Boys Laura	- Academic Hour 1/2 Boys Laura
4:40				- TechGYRLS 3/4 JH	
4:40-4:45	Transition	Transition	Transition	Transition	Transition
4:45					- Technology 1/2 MP
	- Music 1/2 MP	- Gardening 1/2 MP	- Music 1/2 MP	- Gardening 1/2 MP	- Sports/Yoga 1/2 CM
5:00	- Basketball 1/2 CM	- Sports/Yoga 1/2 CM	- Basketball 1/2 CM	- Sports/Yoga 1/2 CM	- Hip Hop 1/2 EJ
5:15	- Modern Dance 1/2 EJ	- Spirit Leaders 1/2 EJ	- Modern Dance 1/2 EJ	- Spirit Leaders 1/2 EJ	- Academic Hour 3/4 Girls Malorie
	- Academic Hour 3/4 Girls Malorie	- Academic Hour 3/4 Girls Malorie	- Academic Hour 3/4 Girls Malorie	- Academic Hour 3/4 Girls Malorie	- Academic Hour 3/4 Boys Laura
5:30	- Academic Hour 3/4 Boys Laura	- Academic Hour 3/4 Boys Laura	- Academic Hour 3/4 Boys Laura	- Academic Hour 3/4 Boys Laura	- Academic Hour 5 Tigi
	- Academic Hour 5 Tigi	- Academic Hour 5 Tigi	- Academic Hour 5 Tigi	- Academic Hour 5 Tigi	
5:45					
5:45-6:00	Dinner	Dinner	Dinner	Dinner	Dinner

## Exhibit C OAKLAND UNIFIED SCHOOL DISTRICT ASES AND 21<sup>ST</sup> CENTURY AFTER SCHOOL PROGRAMS

## PARENT PERMISSION AND STUDENT INFORMATION - ELEMENTARY AND MIDDLE SCHOOLS

I give my child permission to participate in the 2014-2015 \_\_\_\_\_After School Program. Name of School: \_\_\_\_\_

	(	Grade		Date of Bir	th
Parent/Guardian Name (Please	print)	Signature		-manife of - m	Today's Date
Home Address		City	Zip		
Home Phone	Wo	rk Phone		Cell Pho	ne
E	MERGENCY CONT	ACT INFO	ORMATI	ON	
In case of emergency please co	ontact:				
Name	Relationship			Phone: work	/home/cell
	(cmccc)	Ver		No	
Does your child have health cov	eruge?	Yes		1NO	
	Policy/ Insura		Prima	NO	Name
Name of Medical Insurance	Policy/ Insurar	nce #			
Does your child have health con Name of Medical Insurance Medical History that may be of List any Allergies	Policy/ Insurar	nce #		ry Insured's	
Name of Medical Insurance Medical History that may be of List any Allergies	Policy/ Insurar	nce # Med		ry Insured's	
Name of Medical Insurance Medical History that may be of	Policy/ Insuran importance Telep	hone	ication S btain em	ry Insured's itudent is tal	king

After School MOU 2014-2015, page 17 of 30

## 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

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

Date

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.

 $\boldsymbol{\mathcal{S}}$ Parent/Guardian Signature

After School MOU 2014-2015, page 19 of 30

.

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

1

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

***	Elementary School students are expected to participate in the after school program ever	Ł
	day until 6pm, for a total of 15 hours per week.	

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

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

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

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

School Site:

Name of Program: \_\_\_\_\_

Name of Student: \_\_\_\_\_

Grade:

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.

 $\boldsymbol{\checkmark}$ 

Signature of Parent/Guardian

Date

After School MOU 2014-2015, page 21 of 30

## 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.

 $\checkmark$ 

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 1<sup>st</sup> day of each semester, and by the 1<sup>st</sup> 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 Ev Program will occur during:	vents and Off Site Activities for the After School	
<ul> <li>Spring Semester- February 2,</li> <li>Summer Program (Specify date</li> </ul>	2015 to June 11, 2015	
Name of Field Trip, Off Site Event, and/or Off Site Activities	Date(s)	
Site Coordinator Signature	Date	

Lead Agency Director Signature \_\_\_\_\_ Date\_\_\_\_

Site Administrator Signature

After School MOU 2014-2015, page 23 of 30

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.

Date:

Participant's Name (Print)

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

Signature:

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

EBRPD Warver - Swim Use Rev. 3/09

After School MOU 2014-2015, page 24 of 30



## INVOICING AND STAFF QUALIFICATIONS FORM

## 2014-2015

## **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
		Yes No	Yes No
		Yes No	Yes No
		Yes No	Yes No
		Yes No	Yes No
		Yes No	Yes No
		Yes No	Yes No
		Yes No	Yes No
		Yes No	Yes No



## PROCEDURE FOR INVOICING Oakland Unified School District Comprehensive After School Programs 2014-2015

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

- All 21<sup>st</sup> Century and/or ASES invoices <u>must be submitted to the OUSD After School Programs Office</u> in order to be processed and paid. We are located at 746 Grand Ave, Lakeview Campus, Room 3.
- All invoices must be generated <u>on your organization's letterhead</u>. This applies to both agency and individual contractors.
- To maintain invoicing consistency so that all necessary information is included, please <u>use the attached</u> <u>invoicing format</u>. Simply cut and paste the format onto your organization's letterhead. Please utilize the sample invoice as a guide. All of the information in the top section of the invoice template MUST be completed in order to process for payment. Also, in the body of the template, a detailed breakdown of charges must be provided, including number of hours worked and hourly rate. Failure to fully complete an invoice according to these specifications may result in a delay of payment.
- All invoices should cover only one calendar month, i.e. the 1<sup>st</sup> through the 30<sup>th</sup> or 31<sup>st</sup>.
- <u>Contractor, Agency, Site Coordinator, and Principal signatures</u> must be secured prior to submission of invoices to the After School Programs Office. All of these signatures must be originals.
- Invoices for the month are generally <u>due in the After School Programs Office by 5:00 p.m. on the 10<sup>th</sup> of the following month</u>. This is not a steadfast rule; for example, the invoice for September 1-30<sup>th</sup> is due in our office on the 11<sup>th</sup> of October (the 10<sup>th</sup> 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 8, 2014	August 23, 2014			
September 10, 2014	September 25, 2014			
October 10, 2014	October 25, 2014			
November 10, 2014	November 22, 2014			
December 10, 2014	December 23, 2014			
January 9, 2015	January 25, 2015			
February 10, 2015	February 26, 2015			
March 10, 2015	March 26, 2015			
April 10, 2015	April 25, 2015			
May 8, 2015	May 23, 2015			
June 10, 2015 for May invoices	June 26, 2015			
June 12, 2015 for Final Billing	TBD			

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

After School MOU 2014-2015, page 26 of 30



## PROCEDURES for PAID INSERVICE/EXTENDED CONTRACTS and TIME SHEETS OUSD CERTIFICATED TEACHERS 2014-2015

# The following procedures are required in submitting fiscal forms for Paid Inservice/Extended Time for OUSD employees utilizing 21<sup>st</sup> 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 21<sup>st</sup> Century and/or ASES Paid Inserivce/Extended Contracts and Time Sheets <u>must be submitted to the OUSD After School Programs</u> <u>Office</u> in order to be processed and paid. We are located at 746 Grand Ave., Lakeview Campus, room 3.
- Union Contract rate for teachers is \$23.16/hr.
- Union Contract rate for Academic Liaisons is \$30.12/hr.
- Once the Paid In-service form or Request for Extended Contract has been submitted and approved, only timesheets are required to be submitted for subsequent payments.

Paid In-service/Extended Contract Timesheets Due to After School Programs Office on the following anticipated dates:	OUSD Anticipated Payroll Issue Dates ***Please note: Allow 45 days processing time for the first submission. Future submissions take approximately 2 weeks .***			
September 30, 2014	October 15, 2014			
October 31, 2014	November 14, 2014			
November 21, 2014	December 15, 2014			
December 19, 2014	January 15, 2015			
January 29, 2015	February 13, 2015			
February 27, 2015	March 13, 2015			
March 30, 2015	April 15, 2015			
April 30, 2015	May 15, 2015			
May 29, 2015	June 15, 2015			
June 11, 2015	June 30, 2015			

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

Exhibit G (3)

After School MOU 2014-2015, page 27 of 30



## PROCEDURES for EXTENDED TIME and/or OVERTIME FORMS (ET/OT) for OUSD CLASSIFIED EMPLOYEES 2014-2015

## The following procedures are required in submitting fiscal forms for Extended Time and/or Overtime (ET/OT) for OUSD classified employees utilizing 21<sup>st</sup> 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 <u>1011 Union St</u>.
- Any other ET/OT forms for 21<sup>st</sup> 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, 2014	September 30, 2014
September 30, 2014	October 15, 2014
October 15, 2014	October 30, 2014
October 31, 2014	November 1542014
November 15, 2014	November 26, 2014
November 22, 2014	December 15, 2014
December 13, 2014	December 30, 2014
December 20, 2014	January 15, 2015
January 15, 2015	January 30, 2015
January 30, 2015	February 13, 2015
February 14, 2015	February 27, 2015
February 28, 2015	March 13, 2015
March 14, 2015	March 30, 2015
March 28, 2015	April 15, 2015
April 15, 2015	April 30, 2015
April 30, 2015	May 15, 2015
May 15, 2015	May 29, 2015
May 30, 2015	June 15, 2015
June 13, 2015	June 30, 2015

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

Exhibit H

After School MOU 2014-2015, page 28 of 30

Certificates of Insurance and Additional Insured Endorsement

# **INSERT HERE**

	Client	#: 1252			GIRLI	NCA	
		FICA	TE OF LIAB	LITY INSU	JRANC	E	DATE (MM/DD/YYYY) 7/01/2014
CI BI RI IM th	IIS CERTIFICATE IS ISSUED AS A M/ ERTIFICATE DOES NOT AFFIRMATIV ELOW. THIS CERTIFICATE OF INSUR PRESENTATIVE OR PRODUCER, AN PORTANT: If the certificate holder is a terms and conditions of the policy,	ELY OR N ANCE DO ND THE C an ADDIT certain po	IEGATIVELY AMEND, EX DES NOT CONSTITUTE A ERTIFICATE HOLDER. TIONAL INSURED, the pol policies may require an end	TEND OR ALTER TI CONTRACT BETWI	HE COVERAGEN THE ISS	GE AFFORDED BY THE UING INSURER(S), AUT IBROGATION IS WAIVE	POLICIES THORIZED
_	rtificate holder in lieu of such endors	sement(s)		CONTACT Foliain	A. Aver		
	ney & Barney			CONTACT NAME: Felicia M PHONE (A/C, No, Ext): 510 27		FAX	(510) 273-8867
	9 Harrison St., Suite 1230					neyandbarney.com	(510) 275-8867
CA	License #0H18131			ADDRESS: Terreratin		FORDING COVERAGE	NAIC #
Oal	land, CA 94612			INSURER A : Philade			18058
INSU				INSURER B : Everes			10120
	Girls Inc of Alameda Coun	ty		INSURER C :			
	510 16th Street			INSURER D :			
	Oakland, CA 94601			INSURER E :			
				INSURER F :			
_			NUMBER:			REVISION NUMBER:	
IN CE	IS IS TO CERTIFY THAT THE POLICIES DICATED. NOTWITHSTANDING ANY REI RTIFICATE MAY BE ISSUED OR MAY P ICLUSIONS AND CONDITIONS OF SUCH	QUIREMEN ERTAIN,	T, TERM OR CONDITION OF THE INSURANCE AFFORDED	F ANY CONTRACT O D BY THE POLICIES /E BEEN REDUCED	R OTHER DOO DESCRIBED I BY PAID CLAI	CUMENT WITH RESPECT HEREIN IS SUBJECT TO	TO WHICH THIS
NSR LTR	TYPE OF INSURANCE	ADDL SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s
Α	GENERAL LIABILITY	X	PHPK1188165		1	EACH OCCURRENCE	\$1,000,000
	X COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
	CLAIMS-MADE X OCCUR					MED EXP (Any one person)	\$20,000
						PERSONAL & ADV INJURY	\$1,000,000
						GENERAL AGGREGATE	\$3,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					PRODUCTS - COMP/OP AGG	\$3,000,000
_	X POLICY PRO- JECT LOC					COMPINED SINCLE LIMIT	\$
Α			PHPK1188165	07/01/2014	07/01/2015	COMBINED SINGLE LIMIT (Ea accident)	<sub>\$</sub> 1,000,000
	X ANY AUTO ALL OWNED SCHEDULED					BODILY INJURY (Per person)	\$
	AUTOS AUTOS					BODILY INJURY (Per accident) PROPERTY DAMAGE	
	X HIRED AUTOS					(Per accident)	\$
A	X UMBRELLA LIAB X OCCUR		DUUDACOAAO	07/04/0014	07/04/0045		
~	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE		PHUB462442	07/01/2014	07/01/2015	EACH OCCURRENCE	\$5,000,000 \$5,000,000
	DED X RETENTION \$10000					AGGREGATE	\$5,000,000
в	WORKERS COMPENSATION		CA20012422141	07/01/2014	07/01/2015	X WC STATU- TORY LIMITS OTH- ER	· · · · · · · · · · · · · · · · · · ·
0	AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE	-	0420012422141	07/01/2014	07/01/2013	TORY LIMITS   ER     E.L. EACH ACCIDENT	\$1,000,000
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A				E.L. DISEASE - EA EMPLOYEE	
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	
A	Professional Liab		PHPK1188165	07/01/2014	07/01/2015	Ea. Occ. \$1,000,000	
						Annual Agg \$3,000,	
	RIPTION OF OPERATIONS / LOCATIONS / VEHIC Land Unified School District is in						
CEF				CANCELLATION			
	Oakland Unified School 746 Grand Ave. Oakland, CA 94610-0000			SHOULD ANY OF THE EXPIRATIO	N DATE THE	ESCRIBED POLICIES BE CA REOF, NOTICE WILL E LICY PROVISIONS.	
				- porto-	7		

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POLICY #: PHPK1188165

POLICY PERIOD: 07/01/2014

TO 07/01/2015

PI-GLD-HS (10/11)

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## GENERAL LIABILITY DELUXE ENDORSEMENT: HUMAN SERVICES

This endorsement modifies insurance provided under the following:

#### COMMERCIAL GENERAL LIABILITY COVERAGE

It is understood and agreed that the following extensions only apply in the event that no other specific coverage for the indicated loss exposure is provided under this policy. If such specific coverage applies, the terms, conditions and limits of that coverage are the sole and exclusive coverage applicable under this policy, unless otherwise noted on this endorsement. The following is a summary of the Limits of Insurance and additional coverages provided by this endorsement. For complete details on specific coverages, consult the policy contract wording.

Coverage Applicable	Limit of Insurance	Page # 2 2 2		
Extended Property Damage	Included			
Limited Rental Lease Agreement Contractual Liability	\$50,000 limit			
Non-Owned Watercraft	Less than 58 feet 2			
Damage to Property You Own, Rent, or Occupy	\$30,000 limit	mit 2		
Damage to Premises Rented to You	\$1,000,000 3			
HIPAA	Clarification 4			
Medical Payments	\$20,000	5		
Medical Payments – Extended Reporting Period	3 years	5		
Athletic Activities	Amended	5		
Supplementary Payments – Bail Bonds	\$5,000	5		
Supplementary Payment – Loss of Earnings	\$1,000 per day	5		
Employee Indemnification Defense Coverage	\$25,000	5		
Key and Lock Replacement – Janitorial Services Client Coverage	\$10,000 limit	6		
Additional Insured – Newly Acquired Time Period	Amended	6		
Additional Insured – Medical Directors and Administrators	Included	7		
Additional Insured – Managers and Supervisors (with Fellow Employee Coverage)	Included	7		
Additional Insured – Broadened Named Insured	Included	7		
Additional Insured – Funding Source	Included	7		
Additional Insured – Home Care Providers	Included	7		
Additional Insured – Managers, Landlords, or Lessors of Premises	Included	7		
Additional Insured – Lessor of Leased Equipment	Included	7		
Additional Insured – Grantor of Permits	Included	8		
Additional Insured – Vendor	Included			
Additional Insured – Franchisor	Included 9			
Additional Insured – When Required by Contract	Included	9		
Additional Insured – Owners, Lessees, or Contractors	Included 9			
Additional Insured – State or Political Subdivisions	Included	10		

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#### PI-GLD-HS (10/11)

Duties in the Event of Occurrence, Claim or Suit	Included	10
Unintentional Failure to Disclose Hazards	Included	10
Transfer of Rights of Recovery Against Others To Us	Clarification	10
Liberalization	Included	11
Bodily Injury – includes Mental Anguish	Included	11
Personal and Advertising Injury – includes Abuse of Process, Discrimination	Included	11

#### A. Extended Property Damage

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection 2. Exclusions, Paragraph a. is deleted in its entirety and replaced by the following:

#### a. Expected or Intended Injury

"Bodily injury" or property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

#### B. Limited Rental Lease Agreement Contractual Liability

SECTION I – COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection 2. Exclusions, Paragraph b. Contractual Liability is amended to include the following:

(3) Based on the named insured's request at the time of claim, we agree to indemnify the named insured for their liability assumed in a contract or agreement regarding the rental or lease of a premises on behalf of their client, up to \$50,000. This coverage extension only applies to rental lease agreements. This coverage is excess over any renter's liability insurance of the client.

#### C. Non-Owned Watercraft

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection 2. Exclusions, Paragraph g. (2) is deleted in its entirety and replaced by the following:

- (2) A watercraft you do not own that is:
  - (a) Less than 58 feet long; and
  - (b) Not being used to carry persons or property for a charge;

This provision applies to any person, who with your consent, either uses or is responsible for the use of a watercraft. This insurance is excess over any other valid and collectible insurance available to the insured whether primary, excess or contingent.

#### D. Damage to Property You Own, Rent or Occupy

#### SECTION I - COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE

Page 2 of 12 Includes copyrighted material of Insurance Services Office, Inc., with its permission. © 2011 Philadelphia Indemnity Insurance Company LIABILITY, Subsection 2. Exclusions, Paragraph j. Damage to Property, Item (1) is deleted in its entirety and replaced with the following:

(1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property, unless the damage to property is caused by your client, up to a \$30,000 limit. A client is defined as a person under your direct care and supervision.

#### E. Damage to Premises Rented to You

- If damage by fire to premises rented to you is not otherwise excluded from this Coverage Part, the word "fire" is changed to "fire, lightning, explosion, smoke, or leakage from automatic fire protective systems" where it appears in:
  - a. The last paragraph of SECTION I COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection 2. Exclusions; is deleted in its entirety and replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III – LIMITS OF INSURANCE**.

b. SECTION III – LIMITS OF INSURANCE, Paragraph 6. is deleted in its entirety and replaced by the following:

Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems while rented to you or temporarily occupied by you with permission of the owner.

c. SECTION V – DEFINITIONS, Paragraph 9.a., is deleted in its entirety and replaced by the following:

A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

 SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Subsection 4. Other Insurance, Paragraph b. Excess Insurance, (1) (a) (ii) is deleted in its entirety and replaced by the following:

That is insurance for fire, lightning, explosion, smoke, or leakage from automatic fire protective systems for premises rented to you or temporarily occupied by you with permission of the owner;

3. The Damage To Premises Rented To You Limit section of the Declarations is amended to the greater of:

Page 3 of 12

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- a. \$1,000,000; or
- b. The amount shown in the Declarations as the Damage to Premises Rented to You Limit.

This is the most we will pay for all damage proximately caused by the same event, whether such damage results from fire, lightning, explosion, smoke, or leaks from automatic fire protective systems or any combination thereof.

#### F. HIPAA

SECTION I – COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY, is amended as follows:

1. Paragraph 1. Insuring Agreement is amended to include the following:

We will pay those sums that the insured becomes legally obligated to pay as damages because of a "violation(s)" of the Health Insurance Portability and Accountability Act (HIPAA). We have the right and the duty to defend the insured against any "suit," "investigation," or "civil proceeding" seeking these damages. However, we will have no duty to defend the insured against any "suit" seeking damages, "investigation," or "civil proceeding" to which this insurance does not apply.

2. Paragraph 2. Exclusions is amended to include the following additional exclusions:

This insurance does not apply to:

a. Intentional, Willful, or Deliberate Violations

Any willful, intentional, or deliberate "violation(s)" by any insured.

b. Criminal Acts

Any "violation" which results in any criminal penalties under the HIPAA.

c. Other Remedies

Any remedy other than monetary damages for penalties assessed.

#### d. Compliance Reviews or Audits

Any compliance reviews by the Department of Health and Human Services.

- 3. SECTION V DEFINITIONS is amended to include the following additional definitions:
  - a. "Civil proceeding" means an action by the Department of Health and Human Services (HHS) arising out of "violations."
  - b. "Investigation" means an examination of an actual or alleged "violation(s)" by HHS. However, "investigation" does not include a Compliance Review.
  - c. "Violation" means the actual or alleged failure to comply with the regulations included in the HIPAA.

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#### G. Medical Payments - Limit Increased to \$20,000, Extended Reporting Period

If COVERAGE C MEDICAL PAYMENTS is not otherwise excluded from this Coverage Part:

- 1. The Medical Expense Limit is changed subject to all of the terms of SECTION III LIMITS OF INSURANCE to the greater of:
  - a. \$20,000; or
  - b. The Medical Expense Limit shown in the Declarations of this Coverage Part.
- SECTION I COVERAGE, COVERAGE C MEDICAL PAYMENTS, Subsection 1. Insuring Agreement, a. (3) (b) is deleted in its entirety and replaced by the following:
  - (b) The expenses are incurred and reported to us within three years of the date of the accident.

#### H. Athletic Activities

SECTION I – COVERAGES, COVERAGE C MEDICAL PAYMENTS, Subsection 2. Exclusions, Paragraph e. Athletic Activities is deleted in its entirety and replaced with the following:

#### e. Athletic Activities

To a person injured while taking part in athletics.

#### I. Supplementary Payments

SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS - COVERAGE A AND B are amended as follows:

1. b. is deleted in its entirety and replaced by the following:

 b. Up to \$5000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these.

1.d. is deleted in its entirety and replaced by the following:

 All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$1,000 a day because of time off from work.

#### J. Employee Indemnification Defense Coverage

SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B the following is added:

We will pay, on your behalf, defense costs incurred by an "employee" in a criminal proceeding occurring in the course of employment.

The most we will pay for any "employee" who is alleged to be directly involved in a criminal proceeding is \$25,000 regardless of the numbers of "employees," claims or "suits" brought or persons or organizations making claims or bringing "suits.

#### Page 5 of 12

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#### K. Key and Lock Replacement – Janitorial Services Client Coverage

SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B is amended to include the following:

We will pay for the cost to replace keys and locks at the "clients" premises due to theft or other loss to keys entrusted to you by your "client," up to a \$10,000 limit per occurrence and \$10,000 policy aggregate.

We will not pay for loss or damage resulting from theft or any other dishonest or criminal act that you or any of your partners, members, officers, "employees", "managers", directors, trustees, authorized representatives or any one to whom you entrust the keys of a "client" for any purpose commit, whether acting alone or in collusion with other persons.

The following, when used on this coverage, are defined as follows:

- a. "Client" means an individual, company or organization with whom you have a written contract or work order for your services for a described premises and have billed for your services.
- b. "Employee" means:
  - (1) Any natural person:
    - (a) While in your service or for 30 days after termination of service;
    - (b) Who you compensate directly by salary, wages or commissions; and
    - (c) Who you have the right to direct and control while performing services for you; or
  - (2) Any natural person who is furnished temporarily to you:
    - (a) To substitute for a permanent "employee" as defined in Paragraph (1) above, who is on leave; or
    - (b) To meet seasonal or short-term workload conditions;

while that person is subject to your direction and control and performing services for you.

- (3) "Employee" does not mean:
  - (a) Any agent, broker, person leased to you by a labor leasing firm, factor, commission merchant, consignee, independent contractor or representative of the same general character; or
  - (b) Any "manager," director or trustee except while performing acts coming within the scope of the usual duties of an "employee."
- c. "Manager" means a person serving in a directorial capacity for a limited liability company.

#### L. Additional Insureds

SECTION II - WHO IS AN INSURED is amended as follows:

1. If coverage for newly acquired or formed organizations is not otherwise excluded from this

Page 6 of 12 Includes copyrighted material of Insurance Services Office, Inc., with its permission. © 2011 Philadelphia Indemnity Insurance Company Coverage Part, Paragraph 3.a. is deleted in its entirely and replaced by the following:

- a. Coverage under this provision is afforded until the end of the policy period.
- 2. Each of the following is also an insured:
  - a. Medical Directors and Administrators Your medical directors and administrators, but only while acting within the scope of and during the course of their duties as such. Such duties do not include the furnishing or failure to furnish professional services of any physician or psychiatrist in the treatment of a patient.
  - b. Managers and Supervisors Your managers and supervisors are also insureds, but only with respect to their duties as your managers and supervisors. Managers and supervisors who are your "employees" are also insureds for "bodily injury" to a co-"employee" while in the course of his or her employment by you or performing duties related to the conduct of your business.

This provision does not change Item 2.a.(1)(a) as it applies to managers of a limited liability company.

- c. Broadened Named Insured Any organization and subsidiary thereof which you control and actively manage on the effective date of this Coverage Part. However, coverage does not apply to any organization or subsidiary not named in the Declarations as Named Insured, if they are also insured under another similar policy, but for its termination or the exhaustion of its limits of insurance.
- d. Funding Source Any person or organization with respect to their liability arising out of:
  - (1) Their financial control of you; or
  - (2) Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

- e. Home Care Providers At the first Named Insured's option, any person or organization under your direct supervision and control while providing for you private home respite or foster home care for the developmentally disabled.
- f. Managers, Landlords, or Lessors of Premises Any person or organization with respect to their liability arising out of the ownership, maintenance or use of that part of the premises leased or rented to you subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of that person or organization.
- g. Lessor of Leased Equipment Automatic Status When Required in Lease Agreement With You – Any person or organization from whom you lease equipment when you and such person or organization have agreed in writing in a contract or agreement that such person or organization is to be added as an additional insured on your policy. Such person or

Page 7 of 12

Includes copyrighted material of Insurance Services Office, Inc., with its permission. © 2011 Philadelphia Indemnity Insurance Company organization is an insured only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

- h. Grantors of Permits Any state or political subdivision granting you a permit in connection with your premises subject to the following additional provision:
  - (1) This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with the premises you own, rent or control and to which this insurance applies:
    - (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures;
    - (b) The construction, erection, or removal of elevators; or
    - (c) The ownership, maintenance, or use of any elevators covered by this insurance.
- i. Vendors Only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:
  - (1) The insurance afforded the vendor does not apply to:
    - (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
    - (b) Any express warranty unauthorized by you;
    - (c) Any physical or chemical change in the product made intentionally by the vendor;
    - (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
    - (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
    - (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

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#### PI-GLD-HS (10/11)

- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
  - (i) The exceptions contained in Sub-paragraphs (d) or (f); or
  - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- (2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing.
- j. Franchisor Any person or organization with respect to their liability as the grantor of a franchise to you.
- k. As Required by Contract Any person or organization where required by a written contract executed prior to the occurrence of a loss. Such person or organization is an additional insured for "bodily injury," "property damage" or "personal and advertising injury" but only for liability arising out of the negligence of the named insured. The limits of insurance applicable to these additional insureds are the lesser of the policy limits or those limits specified in a contract or agreement. These limits are included within and not in addition to the limits of insurance shown in the Declarations
- I. Owners, Lessees or Contractors Any person or organization, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:
  - (1) Your acts or omissions; or
  - (2) The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured when required by a contract.

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- (a) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- (b) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Page 9 of 12

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- m. State or Political Subdivisions Any state or political subdivision as required, subject to the following provisions:
  - (1) This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit, and is required by contract.
  - (2) This insurance does not apply to:
    - (a) "Bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
    - (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard."

#### M. Duties in the Event of Occurrence, Claim or Suit

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 2. is amended as follows:

a. is amended to include:

This condition applies only when the "occurrence" or offense is known to:

(1) You, if you are an individual;

- (2) A partner, if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.
- b. is amended to include:

This condition will not be considered breached unless the breach occurs after such claim or "suit" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership; or

(3) An executive officer or insurance manager, if you are a corporation.

#### N. Unintentional Failure To Disclose Hazards

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 6. Representations is amended to include the following:

It is agreed that, based on our reliance on your representations as to existing hazards, if you should unintentionally fail to disclose all such hazards prior to the beginning of the policy period of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

#### O. Transfer of Rights of Recovery Against Others To Us

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 8. Transfer of Rights of

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#### PI-GLD-HS (10/11)

#### Recovery Against Others To Us is deleted in its entirety and replaced by the following:

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

Therefore, the insured can waive the insurer's rights of recovery prior to the occurrence of a loss, provided the waiver is made in a written contract.

#### P. Liberalization

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, is amended to include the following:

If we revise this endorsement to provide more coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

#### Q. Bodily Injury - Mental Anguish

SECTION V - DEFINITIONS, Paragraph 3. Is deleted in its entirety and replaced by the following:

"Bodily injury" means:

- **a.** Bodily injury, sickness or disease sustained by a person, and includes mental anguish resulting from any of these; and
- **b.** Except for mental anguish, includes death resulting from the foregoing (Item **a.** above) at any time.

#### R. Personal and Advertising Injury – Abuse of Process, Discrimination

If **COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY COVERAGE** is not otherwise excluded from this Coverage Part, the definition of "personal and advertising injury" is amended as follows:

- 1. SECTION V DEFINITIONS, Paragraph 14.b. is deleted in its entirety and replaced by the following:
  - Malicious prosecution or abuse of process;
- 2. SECTION V DEFINITIONS, Paragraph 14. is amended by adding the following:

Discrimination based on race, color, religion, sex, age or national origin, except when:

- a. Done intentionally by or at the direction of, or with the knowledge or consent of:
  - (1) Any insured; or

(2) Any executive officer, director, stockholder, partner or member of the insured;

 Directly or indirectly related to the employment, former or prospective employment, termination of employment, or application for employment of any person or persons by an insured;

#### Page 11 of 12

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- c. Directly or indirectly related to the sale, rental, lease or sublease or prospective sales, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured; or
- **d.** Insurance for such discrimination is prohibited by or held in violation of law, public policy, legislation, court decision or administrative ruling.

The above does not apply to fines or penalties imposed because of discrimination.

Exhibit I

Statement of Qualifications

# **INSERT HERE**

### Girls Incorporated® of Alameda County At-a-Glance

#### Mission

Inspiring all girls to be strong, smart, and bold.

#### Vision

Helping all girls realize their potential and exercise their rights; our empowered girls will create an equitable society.

#### About Girls Incorporated of Alameda County

Girls Incorporated of Alameda County<sup>®</sup> is one of 83 affiliates of the national Girls Incorporated organization, the country's leading voice for girls. Since 1958, Girls Inc. has responded to the unique needs of girls in underserved communities of San Francisco's East Bay through academic achievement



programs and counseling services. Programs challenge girls to explore their potential, develop life skills, ensure college and career success, and expand their sense of what is possible. With an innovative educational approach incorporating local needs into research-based curricula, Girls Inc. has established itself as one of the Bay Area's leading providers of after-school programs, reaching over 7,500 girls and their family members each year.

#### **Programs with Impact**

Our combination of counseling and educational programming allows us to best serve the whole girl and is unique among Girls Inc. affiliates nationally. Our programs in literacy, math and science, health and fitness, pregnancy prevention, leadership, and advocacy are delivered onsite and at 45 schools and community sites in Alameda County. Through our on-site Pathways Counseling Center, we offer no-cost or low-cost mental health and case management services to youth and their families.

#### Local Expertise, National Recognition

Girls Inc. reaches out to girls, ages 5 to 18, whose needs are greatest. Most of the girls we serve are low-income, with 74% from households earning less than \$40,000 annually and 24% from single-parent families, headed mostly by women. The Girls Inc. constituency is 41% Latina, 25% African American, 19% Asian American, 5% multi- racial, 4% Caucasian, 1% Middle Eastern, and 5% other. Our communities in Alameda County include some of the most underfunded and underperforming public schools in California, presenting a particularly challenging educational setting for the girls we serve. In Oakland, *50% of their peers won't even graduate from high school*.

#### Continuum of Programs for Grades K-12



The Department of Education reports that youth who participate in high-quality after-school programs have "better peer relations and emotional adjustment, and lower incidences of drug use, violence, and pregnancy." Further, a girl's future participation in the workforce is directly related to her K-12 academic success. Responding to these critical needs, Girls Inc. encourages girls to continue to learn and grow with us as they move through their school years through a continuum of programs:

Elementary School Programs:

- **GIRLStart** (K-3<sup>rd</sup> grade), increases literacy skills to ensure future academic success
- WOW! (Grades 4-5), builds skills in literacy, health, fitness and nutrition

Girls Incorporated of Alameda County ■ 13666 E. 14<sup>th</sup> Street, San Leandro, CA 94578 Tel: 510/357-5515 ■ Fax: 510/357-5512 ■ eMail: <u>info@girlsinc-alameda.org</u> Website: <u>www.girlsinc-alameda.org</u> ■ http://twitter.com/girlsincac http://www.facebook.com/pages/Girls-Inc-of-Alameda-County/207897137963 Middle and High School Programs:

- All STARS (Grades 6-7), develops capacities in technology, leadership and fitness
- Eureka! (Grades 8-12), college/career prep; focus on science, technology, engineering
- ACT, a program that trains and engages teen girls in local advocacy projects
- HEART, a girl-driven peer health and sexuality education program for teens

In addition to our continuum of programs, many of which have been scaled nationally, Girls Inc. also provides health education programs and mental health services for girls and families,



**Girls Incorporated** 

of Alameda County

including **Bodies in Motion**, a health intervention program; and outpatient mental health services and school-based case management services in English and Spanish. Girls Inc. also provides the State-funded **Teen Pregnancy Prevention** program for middle and high school girls, including support services for families.

#### Pathways Counseling Center and The Community Consultation Services

Girls Inc. is unique among the nationwide Girls Incorporated affiliates due to its comprehensive mental health clinic, Pathways Counseling Center. Established in 1973 to address community demand for child and family mental health treatment needs, the clinic delivers a full spectrum of mental health services for girls, boys, women, and men. Pathways also operates as a clinical training center for graduate students of clinical psychology, providing a structured and comprehensive training program. During the past year, Pathways has delivered consultation services to over 3,600 children, families, and professional service providers.

#### Accomplishments

We continue to grow and evolve each year, constantly increasing our capacity to reach out to at-risk East Bay girls, and we're proud that \$.85 of every dollar raised goes directly to our programs. Over the past year, our advances, achievements and sound fiscal management has been locally and nationally recognized:

- Ranked 5<sup>th</sup> of 178 top national high-impact youth serving nonprofits in 2011 by Philanthropedia, a GuideStar research organization.
- Received the United Nations-USA East Bay's 6<sup>th</sup> Annual Global Citizen Award; the Northern California Community Loan Fund's "Non-Profit Community Impact Award"; and Youth Radio's Community Champion Award.
- Films made by Advocating Community Together (ACT) participants through the Women's Film Institute's Generation HERstory Media Arts Project premiered at the San Francisco International Women's Film Festival in April, 2011.
- Named by the Clinton Global Initiative in 2009 and 2010 as one of 13 programs that "will improve the lives of girls and women around the world."

Perhaps none is more striking than the remarkable number of young women who go on to higher education; more than 80% of our seniors (100% in years 2009 and 2010) enroll in college—many of whom are the first in their families to attend an institute of higher learning.

A DESCRIPTION OF

03/24/12

## SAM Search Results List of records matching your search for :

Search Term : Girls\* Inc.\* of Alameda\* County\* Record Status: Active

**No Search Results** 

Girls Incorporated® of Alameda County

510 16<sup>th</sup> Street Oakland, CA 94612 Tel: 510-357-5515 Fax: 510-318-5399 http://www.girlsinc-alameda.org



June 16, 2014

Julia Fong Ma Coordinator, After School Programs Family, School and Community Partnerships Department Oakland Unified School District 746 Grand Avenue Oakland, CA 94610

Dear Ms. Ma:

Girls Incorporated of Alameda County verifies that all of our employees, volunteers and agents working in OUSD after school programs will have fingerprint clearance through the Dept. of Justice and FBI, and will also have TB clearance before they begin work on OUSD school sites.

If we can provide any additional information or assistance, please contact Kirsten Hawkins, Government Grants Manager, at (510) 357-5515 ext. 260 or khawkins@girlsinc-alameda.org.

Sincerely,

Linda Boessenecker Chief Executive Officer



## MEMORANDUM OF UNDERSTANDING ROUTING FORM 2014-2015

#### **Basic Directions**

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

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

			Age	ency Information			
Agency Name	Girls Inc. of Alameda County 510 - 16th Street Oakland		Agency's Contact Person	Linda Boessenecker			
Street Address				Title	Chief Executive Officer		
City				(510) 357-5515			
State	CA	Zip Code	94612	Email	lboessenecker@girlsinc-alameda.org		
OUSD Vendor Number 1014624							
Attachments	<ul> <li>State</li> <li>Progr</li> </ul>	ment of qualification and Planning Too	ions ol and Budget	' compensation insurance	arties List. (www.sam.gov/portal/public/Sam/)		

	Compen	sation and Terms – M	ust be within OU	SD Billing G	uidelines		
Anticipated Start Date	07/01/2014	Date work will end	08/21/2015	Total Cont	Total Contract Amount		
		Budget	Information	the second			
Resource #	Resource Name	Org Ke	Org Key #		Amount		Req. #
6010 ASES		1651553401		5825	\$89,535.00	R015	0531
				5825	\$		
				5825	\$		
				5825	\$		
		OUSD Contract	<b>Driginator Inform</b>	ation			
Name of OUSD Contact Leroy		Leroy Gaines	Email		Leroy.Gaines @ousd.k		ousd.k12.ca.u
Telephone 510/639		510/639-3344	Fax		510/639-3346		
Site/Dept. Name 165/Acorn W		65/Acorn Woodland School	Enrollment Gra	ades	1st through 5		5th
		Approval and Routing	(in order of appr	oval steps)		, in the second s	
services were not prov	vided before a PO was i						
		s vendor does not appear		Parties List (htt			
Please sign under the appropriate column.			Approved		Denied - Reas	ion	Date
1. Site Administrato	r	4	22				6/17/14
2. Oakland After Sc	chool Programs Office	priles V	la	Y			626-14
3. Network or Exect	utive Officer	Ja has	hawari	in l			FILLOW.
4. Cabinet (CAO, C	CO, CFO, CSO, Assi	(Sup) Maria	Santos.				6 4 14
5. Board of Educati	on or Superintendent	1 Al	M				8/1/M