Board Office Use: Le	gislative File Info.
File ID Number	16-2024
Introduction Date	9/28/16
Enactment Number	16-1555
Enactment Date	9/28/162



Memo

To Board of Education

From Antwan Wilson, Superintendent

Board Meeting Date

(To be completed by Procurement)

September 28, 2016

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

Academy (site)

Action Requested Approval of the Memorandum of Understanding (MOU) between District and

Alternatives In Action, for services to be provided primarily to 335/Life

Academy (site).

Background

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

The After School Education and Safety (ASES) Program is the result of the 2002 voter approved initiative, Proposition 49. This proposition amended California Education Code 8482 to expand and rename the former Before and After School Learning and Safe Neighborhood Partnerships Program. The ASES Program funds the establishment of local after school education and enrichment programs. These programs are created through partnerships between schools and local community resources to provide literacy, academic enrichment and safe, constructive alternatives for students in kindergarten through ninth grade. The ASES program is defined within the language of SB 638 and Education Code (EC) sections 8482 through 8484.6. 21st Century Community Learning Center (21st CCLC) program is to establish or expand community learning centers that provide students with academic enrichment opportunities along with activities designed to complement the students' regular academic program. California Education Code (EC) Section 8421 further defines the purpose of the 21st CCLC High School ASSETs program as (1) creating incentives for establishing locally driven after school enrichment programs that partner schools and communities to provide academic support and safe, constructive alternatives for high school pupils in the hours after the regular school day, and (2) assisting pupils in passing the high school exit examination for public school programs.

Discussion
One paragraph
summary of the
scope of work.

Approval by the Board of Education of a Memorandum of Understanding 2016-2017 between the District and Alternatives In Action, Inc., 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 Life Academy's comprehensive After School Program for the period of July 1, 2016 through August 20, 2017, in the amount of \$255,340.00.

Recommendation

Approval by the Board of Education of the Memorandum of Understanding (MOU) between the District and Alternatives In Action for the latter to provide Arts, Recreation, Leadership and Family Literary for the After School Program at Life Academy for the period July 1, 2016 through August 20, 2017.



Fiscal Impact

Funding Resource:

6010/After School Education and Safety (ASES) Grant: \$126,172.00

4124/21st Century Community Learning Centers Grant: \$90,419.00 for Core funding, \$21,527.00 for Equitable Access, and \$17,222.00 for Family Literacy

funding, for a total amount not to exceed \$255,340.00.

Attachments

- Memorandum of Understanding
- Certificate of Insurance
- Program Plan and Budget
- Statement of qualifications



CONTRACT JUSTIFICATION FORM This Form Shall Be Submitted to the Board Office With Every Consent Agenda Contract.

Legislative File ID No. 16-2024
Department: After School Program, Life Academy (Middle School Program
Vendor Name: Alternatives In Action
Contract Term: Start Date: 7/01/2016 End Date: 8/20/2017
Annual Cost: \$_255,340.00
Approved by: Julia Ma
Is Vendor a local Oakland business? Yes No No No Why was this Vendor selected?
This organization has demonstrated experience and capacity serving in the after school lead agency role. This organization succesfully met all requirements of OUSD's Lead Agency Request for Qualifications process and has been approved as a qualified lead agency partner by the OUSD Expanded Learning Office.
Summarize the services this Vendor will be providing.
This organization will provide comprehensive after school services for Oakland students, following the requirements set forth by OUSD and by the California Department of Education's ASES and/or 21st Century Community Learning Center grant programs. Daily after school services will include academic support, enrichment, and physical activity for students, as well as family engagement activities. This organization will work in close partnership with the host school site to align after school programming with the goals and priorities of the school's SPSA. This organization will also work in close partnership with the OUSD Expanded Learning Office to ensure the program meets attendance targets, fulfills compliance requirements, and achieves youth development quality standards.
Was this contract competitively bid? Yes No No
If No, answer the following:
1) How did you determine the price is competitive?
The California Department of Education allocates site-specific grant funding to OUSD schools. The lead agency partner works in collaboration with the school site administrator to complete an after school budget plan specifying the requested after school services and agreed upon cost of services. The final contract amount for the agency is approved by the school site administrator and by the OUSD Expanded Learning Office, once budget plans are approved for compliance and program plans meet CDE requirements. The

lead agency leverages additional funding and in-kind resources to augment the contracted amount from

OUSD to support high quality program implementation.

2)	Plea	se check the competitive bid exception relied upon:
	\sqsubseteq	Educational Materials
		Special Services contracts for financial, economic, accounting, legal or administrative services
	Ц	CUPCCAA exception (Uniform Public Construction Cost Accounting Act)
	Щ	Professional Service Agreements of less than \$87,800 (increases a small amount on January 1 of each year)
	Ц	Construction related Professional Services such as Architects, DSA Inspectors, Environmental Consultants and Construction Managers (require a "fair, competitive selection process)
	ᆜ	Energy conservation and alternative energy supply (e.g., solar, energy conservation, co-generation and alternate energy supply sources)
	\sqsubseteq	Emergency contracts [requires Board resolution declaring an emergency]
	Ш	Technology contracts
		electronic data-processing systems, supporting software and/or services (including copiers/printers) over the \$87,800 bid limit, must be competitively advertised, but any one of the three lowest responsible bidders may be selected
		contracts for computers, software, telecommunications equipment, microwave equipment, and other related electronic equipment and apparatus, including E-Rate solicitations, may be procured through an RFP process instead of a competitive, lowest price bid process
		Western States Contracting Alliance Contracts (WSCA)
	_	California Multiple Award Schedule Contracts (CMAS) [contracts are often used for the purchase of information technology and software]
	Ц	Piggyback" Contracts with other governmental entities
	\sqsubseteq	Perishable Food
		Sole Source
		Change Order for Material and Supplies if the cost agreed upon in writing does not exceed ten percent of the original contract price
		Other, please provide specific exception



MEMORANDUM OF UNDERSTANDING ROUTING FORM 2016-2017

Basic Directions

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

Agency Information

Agency's

Telephone

Title

Contact Person

Patricia Murilio

Executive Director

510/285-6290, ext. 305

- 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.

Alternatives in Action

Oakland

3666 Grand Ave., Suite A

5. Within 2 weeks of creating the requisition, the OUSD Administrator submits completed MOU packet to Legal for approval.

State	CA	Zip Co	de 94610	Email	pmı	ırillo@alterna	tivesinactio	n.org
OUSD Vendor No		1000606						
Attachments	■Statemer ■Program	nt of quali Planning	ability and workers' com fications Tool and Budget nis vendor does not app			st. (www.sam.g	jov/portal/pu	blic/Sam/)
R. 185 18			tion and Terms – M				100	VIRTOR
Anticipated Start Date	July 1, 2		Date work will end	August 20, 2017		tract Amount	\$ 255,340.0	00
		I PILL	Budget	Information	79 7	y this iii		10 -0
Resource #	Resource N	lame	Org Ke	ey #	Object Code	Amount		Req. #
6010	ASES		335155	3401	5825	\$ 126,172.0	0	
4124	21st CCLC -	Core	335187	2401	5825	\$ 90,419.00		
4124	21st CCLC - E	q Access	335187	3401	5825	\$ 21,527.00		
4124	21st CCLC - I	am Lit	335187	4401	5825	\$ 17,222.00		_
		971	OUSD Contract (Originator Informa	tion	7 7	1 131 1	No.
Name of OUSD Co	ntact	Aryn Bow	man	Email		Aryn.Bowma	an	@ousd.org
Telephone		510/534-6	0282	Fax	510/534-02	83		
Site/Dept. Name		335/Life /	Academy Middle School	Enrollment Grad	des	6th	through	8th
		A	pproval and Routing	(in order of appro	val steps)			LIDES I
Services cannot be pro- services were not pro-	rovided before the vided before a PC	e MOU is fo O was issu	ully approved and a Purch ed.	ase Order is issued.	Signing this d	ocument affirms	that to your ki	nowledge
OUSD Adminis	strator verifies t	hat this v	endor does not appear	on the Excluded P	arties List (h	ttps://www.san	n.gov)	
Please sign under the	appropriate colu	mn.		Approved		Denied - Reas	ion	Date
1. Site Administrato	or			MAN				8-31-1
2. Oakland After So	chool Programs	Office	Portos M	a -				9//116
3. Network Officer	or Deputy Chief	i .	12	Am.				4/1/16
4. Cabinet (CAO, C	CO, CFO, CSC), Asst Su	IP) Leur) Kul	m)			11:11/

Procurement

5. Board of Education or Superintendent

Date Received

Agency Name

Street Address

City

After School Template for Elementary and Middle Schools Memorandum of Understanding 2016-2017 Between Oakland Unified School District and

Alternatives in Action

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

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 335/Life Academy Middle School under the following grants:

Alternatives in Action

("AGENCY") to serve

("OUSD") intent to contract with

AGENCY.

.5	 After School Education and Safety Program ("ASESP") California Department of Education ("CDE") 21st Century Community Learning Center (21st CCLC) Oakland Fund for Children and Youth - This MOU will also outline services provided on OUSD school grounds through the Oakland Fund for Children and Youth ("OFCY") After-School Initiative funds that shall be utilized as matching funds to CDE ASESP and 21st CCLC funds. Private grants
2.	Term of MOU. The term of this MOU shall be July 1, 2016 to August 20, 2017 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 <u>Alternatives in Action</u> is \$255,340.00. AGENCY shall be entitled to compensation from these funds in accordance with the following terms and conditions:

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 2016-2017")

. 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

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 21st Century grant awards for central indirect, administrative, custodial, evaluation, and direct service training and technical assistance.
- 4.4. **AGENCY Administrative Fees.** AGENCY understands and agrees that it may not charge more than 4% of the total contract amount as administrative fees and that its administrative fees must be set at an appropriate dollar amount to keep the ASESP and 21st Century grants within the grant-mandated allowable 15% for total indirect/administrative costs. The agency administrative fees charged to the ASESP and 21st CCLC grants must be used for direct administrative costs and cannot be used for agency indirect costs. Direct administrative costs consist of expenditures for administrative activities that provide a direct benefit to the ASESP and 21st CCLC programs. Indirect costs consist of expenditures for administrative activities that are necessary for the general operation of the agency, but that cannot be tied to the ASESP and 21st CCLC programs.
- 4.5. Program Budget. 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 2016-2017 and will not exceed \$255,340.00 in accordance with Exhibit B. Exhibit B ("ASESP/21st CCLC Planning Tool/Comprehensive After School Program Budget for AGENCY 2016-2017").
- 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 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>335/Life Academy Middle 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 2016-2017. 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 Single Plan for Student Achievement ("Site Plan"). AGENCY will ensure the after school program aligns with OUSD and <u>335/Life Academy Middle School</u> and objectives to ensure the success of students as articulated in the Site Plan. AGENCY will work in partnership with the school principal to ensure that the program components are aligned with and complement OUSD standards and school site curriculum.
 - 5.2. Oversight. AGENCY will provide oversight, fiscal management, payroll services, technical assistance, and facilitation of collaboration with other service providers. Agency must ensure compliance with ASESP and 21st CCLC funding guideline requirements and follow OUSD after school policies and procedures. This includes compliance with OUSD staffing requirements and policies including No Child Left Behind and other legislative mandates.
 - 5.3. **Enrollment.** AGENCY will enroll 6th through 8th grade students at 335/Life Academy Middle School, to serve sufficient number of students and run services for a sufficient number of days to earn the full core grant allocation of funding.

5.4. Program Requirements

- 5.4.1. **Program Hours.** The program shall be offered Monday through Friday, every regular school day annually, commencing immediately upon the conclusion of the regular school day, operating a minimum of 15 hours/week, and until 6:00 pm daily. Instructional activities must include a balance of both academic and enrichment/recreation components.
- 5.4.2. Program Days. The program shall be offered a minimum of 177 180 days during the 2016 2017 school year. AGENCY will close the ASESP and 21st CCLC program no more than a maximum of 3 days in the 2016-2017 school year for staff professional development, as permitted by Education Code. Programs that receive 21st CCLC Supplemental grant funds or private funding for summer shall additionally operate a sufficient number of days and hours in the summer, on weekends, and during intercession in the manner prescribed by the grant legislation and/or funder, in order to meet attendance goals required by the CA Department of Education and/or the funder
- 5.4.3. **Program Components.** AGENCY agrees to provide programming that supports the guidelines as outlined in the ASESP and 21st CCLC grants for students at 335/Life Academy Middle 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 21st CCLC grant funds, AGENCY shall assess the need for family literacy services among adult family members of the students to be served by the program. All programs will, at a minimum, either refer families to existing services or coordinate with local service providers to deliver literacy and educational development services.
- Supplemental and Summer Services. In all programs receiving 21st CCLC Supplemental
 grant funds or private funding for summer, AGENCY will provide educational and enrichment
 programming in the summer, on weekends, and/or during intercessions. A broad range of
 activities may be implemented based on local student needs and interests, and district
 guidelines for summer programming.
- Middle School Sports League Activities.
 - All programs participating in the Middle School Sports League must include those activities in their Program Planning tool and Program Schedule. Middle School Sports League activities, including but not limited to on and off site practices and games, are subject to the field trip policy high risk field trip activities requirements provided in this agreement. All sports participants and volunteers must have on file a completed Middle School Sports Release of Liability and Assumption of Risk prior to participation (attached hereto as Exhibit E (1)).
- 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 requirements.
- 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>335/Life Academy Middle 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 field trip or excursion."
 - 6.2. After school and summer program staff or subcontractors leading trip must have a written list of students attending trip.
 - 6.3. No student shall be prevented from making a trip due to lack of sufficient funds.
 - 6.4. After school and summer program staff or subcontractors leading trip shall have a sufficient first aid kit in his or her possession or immediately available. If the trip is conducted in areas known to be infested with poisonous snakes, this first aid kit shall contain medically accepted snakebite remedies.
 - 6.5. **Health Conditions/Medication:** Trip participant health information will be gathered and reviewed in advance of trip and any needed revisions to supervision plan made, including making sure that chaperones understand relevant information (eg food allergies). A plan will be developed to collect, secure, and dispense prescription medications from their original containers only and consistent with physician's instructions.
 - 6.6. Supervision

- 6.6.1. AGENCY Executive Director must review and approve supervision plan.
- 6.6.2. Trip as structured is appropriate to age, grade level and course of study.
- 6.6.3. Chaperones are all AGENCY employees or subcontractors, parent(s)/guardian(s), or other authorized chaperones and are 21 or older. After School and Summer Program Coordinators and lead trip staff are satisfied that all chaperones are willing and able to perform required duites, including understanding and implementing instructions, understanding health information for students in their group, and responding effectively in the event of an emergency. Trip attendees shall be limited to assigned school or early childhood education or after school program staff, students and authorized chaperones. Guests, including but not limited to friends and other family members, are strictly prohibited absent prior written approval of the after school program coordinator or AGENCY executive director. Before the trip, after school and summer program staff leading trip shall provide any adult chaperones who may accompany the students with clear information regarding their responsibilities. Chaperones shall be assigned a prescribed group of students and shall be responsible for the continuous monitoring of these students' activities. Chaperones shall not consume alcoholic beverages or be under the influence of controlled substances while accompanying and supervising students on a trip.
- 6.6.4. When a trip is made to a place of business or industry, staff shall arrange for an employee of the host company to serve as conductor.
- 6.6.5. Adult:Student Ratio is at least 1:10 or higher if swimming or wading or high risk trip. If the trip involves water activities, this ratio shall be revised to ensure closer supervision of elementary grade or younger students, appropriate to their ages. The ratio of adults to students on field trips and excursions shall be reasonable under the circumstances.
- 6.6.6. Safety requirements have been met (eg: current First aid/CPR training of at least one chaperone, first aid kits, emergency contact and health info, instructions for chaperones, staff and chaperones have cell phones which are charged and available for communication).
- Transportation Requirements: The after school and summer program or subcontractors shall ensure compliance with all state laws and may transport by the use of its own equipment, contract to provide transportation or arrange transportation by the use of other equipment to enrolled after school and summer participants provided that: (A) parent/guardians' written permission has been obtained in advance; (B) After School Program Coordinator and/or Summer Program Coordinator has confirmed that: transportation arrangements are safe and appropriate; (C) all drivers have valid California driver's license; (D) all drivers have received fingerprint clearance; (E) provided that such transport is covered under driver or registered owner's personal automobile insurance or AGENCY automobile liability insurance policy for at least \$100,000 per individual and \$300,000 per occurrence for liability for bodily injury; and \$50,000 per occurrence for liability for property damage; (F) all drivers and registered owners of private or rented vehicles used shall complete and sign declaration of driver forms assuring that: (i) the driver is at least 21 years of age and holds a current valid California driver's license;(ii) the driver has not been convicted of reckless driving or driving under the influence of drugs or alcohol within the past five years; and (iii) the driver provides proof of sufficient insurance; (G) if after school or summer program arranges and/or contracts with a third party to provide this transportation, the organization or company with whom they contract must be licensed as a transportation provider, be certified to transport students (e.g., School Pupil Activity Bus certification) and have at least \$5,000,000 automobile and \$1,000,000 General Liability insurance; (H) arrangements have been made for additional vehicle for use in event of illness or emergency; and (I) students receive instruction in safe conduct on bus or other transport; and (J) drivers shall receive safety and emergency instructions and information which shall be kept in their vehicle, including health and emergency information for each student riding in his/her vehicle.
- 6.8. AGENCY must have reasonable confirmation that all organizations involved in the trip have demonstrated expertise and exhibit reasonably safe and reputable operating procedures and business practices appropriate to student trips.

- 6.9. Vendor is licensed to provide all proposed activities.
- 6.10. All after school program student participants on field trips, off site events or activities must be covered by medical or accident insurance.
 - 6.10.1. OUSD will secure at its own expense limited student accident insurance coverage to assist in payment of eligible student medical expenses incurred by parent/guardians due to student accidents during the after school program. This coverage will be secondary to any primary medical insurance for which student participants are eligible. All accidents or injuries to student participants must be reported via email to ousdincidents@ccmsi.com by After School Program staff within one business day of occurrence. After School Program staff will immediately refer parent/guardians seeking payment of medical expenses under student accident coverage to OUSD's designated accident insurance representative.

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 medical or accident 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 limited student accident insurance coverage for student accidents during such activities shall be borne by OUSD.
- 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 2016-2017. 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 for the federal 21st. Century Community Learning Centers grant program, CFDA Number 84.287, awarded by the Office of Elementary and Secondary Education Academic Improvement and Teacher Quality Programs office. Sub recipients that receive over \$500,000 of federal funds are required to undergo an annual audit and communicate findings to OUSD, as requested. AGENCY will ensure that all contracted funds of this MOU are expended as per grant guidelines.
 - 7.1. **Accounting Records.** AGENCY will maintain its accounting records based upon the principles of fund accounting.
 - 7.2. **Disputes.** AGENCY shall make all records related to ASESP, 21ST CCLC available to OUSD for review. OUSD and AGENCY shall meet and confer regarding any disputes as to the amount of actual expenses before taking any action to collect funds.

8. Invoicing

- 8.1. Billing Structure. AGENCY shall only invoice for actual expenditures incurred. Supporting documentation must be presented along with monthly invoices upon request. Billing details must be provided upon request to OUSD to ensure compliance with related sub recipient and grant guidelines.
- 8.2. **Unallowable Expenses.** AGENCY may not purchase computers or capital equipment using ASES, 21st Century Core Grant, 21st Century Direct Access, or 21st Century Family Literacy funds.
- 3.3. 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**st **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 2016-2017 not to exceed \$255,340.00 in accordance with the attached Exhibits to this Memorandum. Invoices for payment of services shall be submitted by the 10th of each month to the OUSD After School Programs Office, utilizing the required OUSD invoicing and staff qualifications form **(Exhibit F).** OUSD will strive to adhere to second Accounts Payable check run per the published schedule of monthly payments if invoices are submitted in accordance with the deadlines and requirements set forth in this section and the accompanying Exhibits.
- 9. Ownership of Documents. AGENCY agrees that, pursuant to California law, it shall maintain program and fiscal documentation for the ASESP and 21st CCLC programs for a minimum of five years. All documents created by AGENCY pursuant to this MOU, including but not limited to reports, designs, schedules, registration packets, early release waivers, and other materials prepared, or in the process of being prepared, for the services to be performed by AGENCY, are and shall be at the time of creation and thereafter the property of OUSD, with all intellectual property rights therein vested in OUSD at the time of creation. OUSD shall be entitled to access to and copies of these materials during the progress of the work. Any such materials in the hands of AGENCY or in the hands of any subcontractor upon completion or termination of the work shall be immediately delivered to OUSD. If any materials are lost, damaged or destroyed before final delivery to OUSD, AGENCY shall replace them at its own expense and AGENCY hereby assumes all risks of loss, damage or destruction of or to such materials. AGENCY may retain a copy of all materials produced under this MOU for its use in its general business activities.

10. Changes

- 10.1. Agency Changes. AGENCY may, at any time, by written order, make changes consistent with Section 5 Scope of Work of this MOU. If such changes cause an increase or decrease in the budgeted cost of or the time required for performance of the agreed upon work, an equitable adjustment as mutually agreed shall be made in the limit on compensation as set forth in Section 4 or in the time of required performance as set forth in Section 5.4, or both. In the event that AGENCY encounters any unanticipated conditions or contingencies that may affect the scope of work or services and result in an adjustment in the amount of compensation specified herein, AGENCY shall so advise OUSD immediately upon notice of such condition or contingency. The written notice shall explain the circumstances giving rise to the unforeseen condition or contingency and shall set forth the proposed adjustment in compensation. Such notice shall be given to OUSD prior to the time that AGENCY performs work or services related to the proposed adjustment in compensation. Any and all pertinent changes shall be expressed in a written amendment to this MOU and signed by OUSD prior to AGENCY's implementation of such changes.
- 10.2. Changing Legislation. AGENCY understands that changes in Federal, or state legislation or District policy may impact funding levels, grant requirements, and responsibilities of AGENCY during an academic school year. This MOU may be amended during the 2016-2017 fiscal year to reflect additional changes resulting from such legislation.

11. Conduct of Consultant

11.1. Child Abuse and Neglect Reporting Act. AGENCY will provide at its own expense sufficient Mandated Reporter training to all AGENCY staff, agents and volunteers at least annually within their first month working with OUSD students and 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. In addition, AGENCY shall provide at its own expense, First Aid and CPR Training to sufficient AGENCY staff to ensure that no less than 2 AGENCY staff members with current First Aid and CPR Training are present on site during the program each day.
- 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. OUSD shall be permitted to hire an officer or employee of AGENCY for OUSD services in connection with or unrelated to this Agreement and AGENCY shall be permitted to hire any officer or employee of OUSD to perform any service by this Agreement, provided that the agreement attached hereto as Exhibit J is fully executed prior to the performance of any services by the officer or employee. 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).
- 11.7. Bullying. The District's Board of Education recognizes the harmful effects of bullying on student learning, school attendance and participation in after school programs. In order to have a safe environments that protect students from physical and emotional harm, AGENCY shall establish student safety as a high priority and shall not tolerate bullying of any student. AGENCY shall adopt a policy expressly against harassment, intimidation, and bullying.
- 11.8. Restorative Justice (RJ) and Positive Behavioral Interventions and Supports (PBIS). As a part of the District's commitment to eliminate disproportionality in discipline affecting African American male students, the District has initiated Restorative Justice and PBIS programs at many school sites. AGENCY is encouraged to learn more about these programs at school sites and work with District Staff to implement programs in the after school programs that support positive school climate.
- 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 preceding paragraph.
- 13. **Insurance**. Throughout the life of the MOU, AGENCY shall pay for and maintain in full force and effect with an insurance company(s) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A/VII" in Best Insurance Rating Guide, the following policies of insurance:
 - 13.1. Commercial General Liability insurance which shall include contractual, products and completed operations, corporal punishment and sexual misconduct and harassment coverage, and bodily injury and property damage liability insurance with combined single limits of not less than \$1,000,000 per occurrence.
 - 13.2. **Worker's Compensation** insurance, as required by the California Labor Code, with not less than the statutory limits.
 - 13.3. Property and Fire insurance shall provide to protect: Real Property, against risk of direct loss, commonly known as Special Form and Fire Legal Liability, to protect against liability for portions of premises leased or rented; Business Personal Property, to protect on a Broad Form, named peril

bases, for all furniture, equipment and supplies of AGENCY. If any OUSD property is leased, rented or borrowed, it shall also be insured the same as real property.

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

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

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

OAKLAND UNIFIED SCHOOL DISTE	RICT
Shelhi	g/29/16
President, Board of Education	Date
☐ State Administrator	
Superintendent	
Secretary,	9 pg / 16
Board of Education	Date
Board of Education	
Soch Se	9/6/16
Deputy C'nief	Date
Community Schools and Student Services	s Dept.
Principal	8 31 10 Date

AGENCY
Agency Director Signature
Patriculum L
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
- Exhibit J. Agreement to Allow Distinct and Separate Employment by OUSD and AGENCY

Network Superintendent

Date

Date

Deputy Superintendent

Date

Academic & Social Emotional Learning

MOU template approved by Legal June, 2016

Exhibit A

Attendance Reporting Schedule

After Sc	fied School District hool Programs Reporting Schedule
Monthly Attendance Period	Deadline to Input Attendance Data into
July 1 – July 31, 2016	August 10, 2016
August 1 - August 30, 2016	September 9, 2016
September 1-30, 2016	October 10, 2016
October 1-30, 2016	November 10, 2016
November 1-30, 2016	December 9, 2016
December 1-31, 2016	January 10, 2017
January 1-31, 2017	February 10, 2017
February 1-28, 2017	March 10, 2017
March 1-31, 2017	April 10, 2017
April 1-30, 2017	May 10, 2017
May 1-31, 2017	June 9, 2017
June 1-30, 2017	June 16, 2017

Exhibit B

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

(Template distributed separately)

INSERT HERE

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ASES and 21st Century Community Learning Center (21st CCLC) After School Program Plan Elementary & Middle Schools OUSD After School Programs

2016-2017

SECTION 1: School Site Information

Lead Agency: Alternatives in Action	Lead Agency Signature:	Date: 4/20/2016
School Site: Life Academy of Health & Bioscience Middle School	Principal Signature:	After School Site Coordinator Name: Cesy Martinez

In collaboration with school leadership, identify the school's Major Improvement Priorities where this after school program is identified for its SECTION 2: Alignment with Site Plan (SPSA), Major Improvement Priorities

communication to families, in order to ensure students have a positive first experience entering the health & bioscience Action's extended day program (EDP) will play a vital role in supporting and advancing these efforts on Life Academy's academic caseload students, determine next steps on an ongoing basis, and lead communication efforts with families campus and across the city of Oakland and aim to address nascent dips in cohort graduation rate, Life Academy has and EDP staff to ensure case management efforts take a more proactive rather than reactive approach. More directly selected academic literacy & case management as major improvement priorities for next school year. Alternatives in related to career pathways work, Alternatives in Action & EDP will continue to offer and support work-based learning participate in Highland Hospital's HEAL internship program during after school hours and EDP will provide students week in order to support math and literacy development and promote high quality certification completion. We have identify & support students for targeted literacy intervention programs that also take place immediately after school. provide universal homework time and will incorporate day school teachers into such academic supports 4 days per placed homework time and academic literacy activities immediately after school day dismissal to accommodate for campus during the after school hours. In terms of academic literacy and rigorous academics, EDP will continue to As both our middle and high school communities continue to embed and strengthen our career pathways work on teacher availability and ensure the maximum amount of students can attend on a daily basis. In order to create & sustain personalized supports, EDP leaders will work closely with the academic counselor and case manager to efforts by facilitating an 8th grade off-site internship experience for all 8th grade students. 8th grade students will Working with the counselor, the after school manager will lead a concerted effort to track & verify progress for with a boot camp internship prep program, as well as manage transportation to the hospital and maintain

Life Academy administration and Alternatives in Action program leaders believe that this foundation is closely aligned career pathway. In addition to these specific high leverage practices, Alternatives in Action's EDP program model is founded on cascading leadership, positive group development, and building networks of care for youth and families. with and, in an over-arching way, will support the school's SPSA for next school year.

LCAP Strategic Priorities

In collaboration with school leadership, identify the specific LCAP goal(s) that this afterschool program will intentionally support

- $\underline{\mathcal{X}}_{-}$ College & Career Readiness (LCAP Goal 1)
- $-\chi_-$ Literacy (Proficiency on Standards, Grade Level Reading, English Learners Reading Fluency-LCAP Goals 2, 3, 4)
- \mathcal{X}_{-} Mathematics/STEM Proficiency (Proficiency on State Standards—LCAP Goal 2)
- X_{\perp} Student Engagement (LCAP Goal 5)
- $_{-}\chi_{-}$ Parent/Family Engagement (LCAP Goal 6)
- $-\chi_-$ Safe, Healthy & Supportive Schools (LCAP Goal 7)

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

Describe how these after school goals align with the school's Major Improvement Goals and Strategies identified in its SPSA plan.

- connected to day school experiences, support the academic rigor of Life Academy, and support 1. Academic Development - To provide high-impact targeted and universal academic interventions that are mastery in English/Language Arts, Science, and Mathematics.
- youth to interact positively with the community and experience personal efficacy and growth in Service and Project-Based Learning and Enrichment- To complete service learning and hands-on projects based on student interests, challenging project planning skills and allowing opportunities for social/emotional health. ٦i
- processes and facilitation of the after school program and further their own personal & leadership Cascading Leadership - To create effective youth-adult partnerships that engage youth in the decision-making development by coaching peers. က်
- career information center, project based learning and 21st century skill-building in the after school College and Career Readiness- To provide supports, resources, and access to real world experiences that help prepare students for success in college and career beyond high school through a college and 4

program, and internships.

5. Health/Physical Fitness - To provide strategies and exposure to youth regarding how to increase health and well-being in their lives, school, and community through nutrition, wellness, and sports programming Additionally, all after school activities at Life Academy through Alternatives in Action are designed to promote a positive school culture by establishing and holding group agreements and teaching the 7Rs: Risk, Respect, Responsibility, Resiliency, Real, Rigor, and Relationships.

Strategic Questions/Desired Strategic Activities Outcomes As a result of our ASP efforts Outcomes Outcomes What after school strategic Outcomes As a result of our ASP efforts Outcomes Outcomes As a result of our ASP efforts Outcomes As a result of our ASP efforts Outcomes All 6-7 th graders will nore Oakland children are graduation: From high school? All 6-8 th graders will nore Oakland children are graduation All 6-8 th graders will nore Oakland children are graduation All 6-8 th graders will nore Oakland children are graduation Satisfactory School Day Attendance: All 6-8 th grades students below a 2.00 Satisfactory School Day Attendance: All 6-8 th grades students will academic intervention and concepts and keeping grades All 6-8 th grades students will academic intervention and concepts and keeping grades All 6-8 th grades students will academic intervention and concepts and keeping grades All 6-8 th grades students will academic intervention and concepts and keeping grades All 6-8 th grades students will academic intervention and concepts and concepts and way may may another academic active a graduation All 6-8 th grades students will academic intervention and concepts and academic intervention and concepts and way may may accordate a graduation accordance will academic intervention and concepts and concepts and way may may accordate a graduation accordance will accordance a graduation accordance a graduation accordance will accordance will accord through ABI accordance accordance will accord and accordance will accordance a graduation accordance will accordance will accordance a graduation accordance will accord and accordance will accordance outcomes a graduation accordance will accordance a graduation accordance will	SECTION 3: OUSD Strategic Questions			
Strategic Activities What after school strategic what after school strategic activities will support the desired outcomes? many • All 6-7th graders will tuating college workshops preparing them for high school and college. • All 6-8th graders will complete graduation college workshops preparing them for transition to high school. college. • All 6-8th graders will academic support to ensure they're complete daily academic support to ensure they're successfully academic intervention and successfully academic support to students below a 2.0gpa receiving targeted academic academic support during program keeping grades above a 2.0 ance: All 6th-8th graders will academic intervention and successfully academic support to students below a 2.0gpa receiving targeted academic intervention and successfully academic support to students will attend school ance: All 6th-8th graders will academic support during program hours. All 6th-8th graders will academic students will attend school ance: above a 2.0 ance: All 6th-8th graders will academic intervention and successfully academic support during program hours. All 6th-8th graders will academic students will attend school ance: above a 2.0 ance: All 6th-8th graders will academic intervention and successfully academic support during program hours. above a 2.0 ance: All 6th-8th graders academic students will academic intervention and concepts and academic students will academic intervention and concepts and academic aca	Complete the matrix for at least two of	the following four OUSD Strategic qu	restions.	
what after school strategic activities will support the desired outcomes? many • All 6-7th graders will participate in METS college workshops preparing them for high school and college. • All 6-8th graders will complete graduation requirements from middle school and complete daily transition to high school. • All 6-8th graders will complete graduation requirements from middle school. • All 6-8th graders will ransition to high school. • All 6th-8th graders will receiving targeted academic support to students below a 2.0gpa receiving targeted academic oncepts and support during program hours. All 6th-8th grades students will attend school receiving 5 days per school activities 5 days per daily.	Strategic Questions/Desired	Strategic Activities	Outcomes of Strategic Activities	Data used to assess the
what after school strategic activities will support the desired outcomes? many • All 6-7 th graders will participate in METS college workshops preparing them for high school and college. • All 6-8 th graders will college. • All 6-8 th graders will college. • All 6-8 th graders will consepts and keeping grades above a 2.0 ance: All 6 th -8 th grade students will attend school activities 5 days per are porton activities 5 days per activities activities activities activities activities activit	Outcomes		What short-term outcomes will	strategic activities
many • All 6-7th graders will participate in METS complete graduation college workshops preparing them for high school and school and successfully high school and college. • All 6-8th graders will ance: • All 6th-8th grade students will attend school ance: • All 6th-8th grade students will attend school activities 5 days per successfully academic intervention and successfully academic intervention and successfully academic intervention and successfully academic support during program hours.	As a result of our ASP efforts	What after school strategic activities will support the desired	you expect from your efforts by the end of the school year?	What data will be collected
many • All 6-7th graders will participate in METS complete graduation college workshops preparing them for high school and college. • All 6-8th graders will complete daily academic support to ensure they're successfully mastering academic intervention and successfully academic support during program keeping grades above a 2.0 • All 6th-8th grades students will strend school activities 5 days per are solved a 2 daily.		outcomes?		to measure these outcomes?
college workshops college workshops preparing them for high school and college. • All 6-8 th graders will complete daily academic support to ensure they're successfully mastering academic concepts and keeping grades above a 2.0 ance: All 6 th -8 th grade students will etend school activities 5 days per a college successfully and stend after school activities 5 days per a college workshops required to attend after school activities 5 days per a college workshops required to attend after school activities 5 days per a college workshops required to attend after school and school and school and school activities 5 days per acquirements from middle school activities 5 days per acquirements from middle school activities from middle school and school activities from middle schoo	High School Graduation: How many	All 6-7 th graders will	100% of 8 th graders will	CitySpan attendance
college workshops requirements from middle school and preparing them for high school and successfully transition to high school. o All 6-8 th graders will complete daily academic support to ensure they're successfully mastering academic support during program keeping grades above a 2.0 ance: All 6 th -8 th grade students will attend school school activities 5 days per above a 2.0 support during program hours.	more Oakland children are graduating	participate in METS	complete graduation	records for METS, EDP
preparing them for high school and college. • All 6-8 th graders will complete daily academic support to ensure they're successfully mastering academic concepts and keeping grades above a 2.0 ance: All 6 th -8 th grade students will attend school activities 5 days per propert during target and school activities 5 days per acollege. • All 6 th -8 th grade students will attend school activities 5 days per acollege. • All 6 th -8 th grade students will attend school activities 5 days per acollege. • All 6-8 th grades students will attend school activities 5 days per acollege. • All 6-8 th grades students will attend school activities 5 days per acollege. • All 6-8 th grades students will attend school activities 5 days per acollege. • All 6-8 th grades students will attend school activities 5 days per acollege. • All 6-8 th grades acollege. • All 6 th -8 th grades acollege.	from high school?	college workshops	requirements from middle	and academic time
high school and college. • All 6-8 th graders will complete daily academic support to ensure they're successfully mastering academic intervention and concepts and shove a 2.0 • All 6th-8th grades students will en are be required to attend after school activities 5 days per college. • All 6th-8th grades students will attend school school activities 5 days per daily.		preparing them for	school and successfully	
college. • All 6-8 th graders will complete daily academic support to ensure they're successfully mastering academic concepts and keeping grades above a 2.0 • All 6 th 8 th grade students will attend school activities 5 days per concepts and school activities 5 days per daily.		high school and	transition to high school.	GPA data by marking
o All 6-8 th graders will areademic time during academic support to ensure they're successfully mastering academic concepts and keeping grades above a 2.0 ance: All 6 th -8 th grade students will attend school activities 5 days per ecomplete daily.		college.		period
complete daily in academic time during academic support to ensure they're students below a 2.0gpa receiving academic academic intervention and concepts and keeping grades above a 2.0 ance: All 6 th -8 th grade students will attend school activities 5 days per daily.		• All 6-8 th graders will	95% of students participate	
academic support to ensure they're students below a 2.0gpa successfully receiving targeted mastering academic academic intervention and concepts and keeping grades a 2.0 ance: All 6th 8th grade students will attend school school activities 5 days per daily.		complete daily	in academic time during	SBAC test data
ensure they're students below a 2.0gpa successfully receiving targeted academic concepts and keeping grades above a 2.0 ance: All 6 th -8 th grade students will attend school activities 5 days per daily.		academic support to	EDP, with 100% of	
successfully receiving targeted mastering academic academic intervention and concepts and keeping grades a 2.0 ance: All 6 th -8 th grade students will attend school school activities 5 days per daily.		ensure they're	students below a 2.0gpa	SRI Reading scores
mastering academic academic intervention and concepts and keeping grades above a 2.0 ance: All 6 th -8 th grade students will attend school activities 5 days per daily.		successfully	receiving targeted	
keeping grades hours. All 6 th -8 th grade students will attend school activities 5 days per a support during program hours. By program hours. Hours. 95% of middle school school school activities 5 days per daily.		mastering academic	academic intervention and	
ance: All 6 th -8 th grade students will seried to attend after school activities 5 days per daily.		concepts and	support during program	
ance: All 6 th -8 th grade students will 95% of middle school en are be required to attend after school activities 5 days per daily.		keeping grades	hours.	
en are be required to attend after school activities 5 days per daily.		above a 2.0		
en are be required to attend after students will attend school school activities 5 days per daily.	Satisfactory School Day Attendance:	All 6th-8th grade students will	95% of middle school	School attendance
school activities 5 days per daily.	How many more Oakland children are	be required to attend after	students will attend school	record through ABI
	attending school 95% or more?	school activities 5 days per	daily.)

	week for academic time 6th		CitySpan attendance
			Composition of the Composition o
	grade students will be		records for EDP
	required to attend		
	enrichment 5 days per week		
	as well, while 7 th & 8 th grade		
	students will be required to		1
	attend an enrichment group		
	a minimum of three days		
	per week. Alternatives in		
	Action will hire trained youth		
	developers who can build		
	strong relationships and		
	develop engaging		
	curriculum for youth in		
	Extended Day Programs,		
	motivating students to		
	attend day school in order		
	to participate in the after		
	school program. Engaging		
	students in community		
	impact/enrichment and		
	other college/career		
	readiness activities will		
	increase their commitment		
	to attending school. Out-of-		
	school-time research		
	supports that after school		
	program participants attend		
	school at a higher rate than		
	students who do not attend		
	an after school program.		
Job Skills/Career readiness: How	All middle school students	85% of middle school	CitySpan attendance
many more students have meaningful	will participate in enrichment	students will report	records
internships and/or paying jobs?	activities exposing them to	increased awareness of	
	careers in fields such as	and preparedness for jobs	Survey distributed by

	will participate in weekly		
	METS workshops to learn about college/career	100% of 8th grade students will complete required	
	will participate in the Health Excellence and Academic		
	Leadership (HEAL) internship at Highland		
	Hospital in order to gain career-related experience in		
	the bioscience field.		
Health and Well-being: How many	Middle school students will	100% of middle school	CitySpan attendance
more Oakland children have access to,	learn about health, fitness,	Students will visit the	records
need?	presentations by the Clinic	beginning of the school	Clinic records
	Peer Health Program,	year. All students referred	
	garden program, and	to COST will be placed	COST referrals
	fitness/health curriculum in	with a service provider.	
	EDP. Peer Health	After school coordinator	
	Educators and Teens on	will serve on COST. All 6"	
	larget High School EDP	graders will participate in	
	Students Will come Into MS EDP to teach workshops on	presentations by Peer Health presenters, 6 th -8 th	
	health & wellness topics in	Grade EDP students will	
	the spring. All students will	participate in	
	have access to the school-	fitness/health/nutrition/spor	
	based health center and	ts project groups with	
	other health-related service	robust curricula.	
	providers on campus.		

SECTION 4: Program Model and Lead Agency Selection

For 2016-2017, my site will operate the following program model:

☐ Traditional After School: voluntary program open to all students, with enrollment priorities targeting certain students

☑ Extended Day Program: additional class periods offered to students after the end of the regular bell schedule, for targeted grades and/or for all students of the school (Note: extended day classes must **not** appear on the school bell schedule)

☐ 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.

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

As a well-established local youth-serving non-profit, Alternatives in Action's effective management and ability to infuse professional development in youth development and job-embedded coaching throughout the school year and summer. responsive, high -quality programming. All program plans are made collaboratively by school administration and lead mutually beneficial collaboration between Life Academy and the organization in recent years. Alternatives in Action throughout the year. Alternatives in Action's Life Academy 2014-15 scores for middle (4.83) and high school (4.82) cascading leadership and a community-school approach into out-of-school time programs has led to a fruitful and All site coordinator and agency director staff members participate in OUSD professional learning communities lead staff and Life Academy administration work very closely during the school year to develop and maintain agency directors. Additionally, Alternatives in Action supports school-based staff through organization-wide

show that the established infrastructure and systems of support at Alternatives in Action can lead to the implementation of highly successful youth development and out-of-school time programming at Life Academy.

SECTION 5: Attendance, Program Dates, Minimum Days, 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.

notified of these program closure dates in advance, and the lead agency must maintain documentation of professional development activities * CDE allows programs to close for a maximum of 3 of these days during the school year for professional development. Families must be offered on these dates, including training agenda and staff sign in sheets.

Required # of Program Days your program will operate during School Year 2016-2017	177
(programs are required to operate between 177 – 180 days of the school year)	
Projected Daily Attendance during School Year 2016-2017	195 students
Programs are allowed up to three days of program closure during the school year to offer staff	1 day in October, 1 day in
professional development. Please list the three days (if any) your program plans to close this year for PD. January, 1 other day in	January, 1 other day in
	spring TBD

Minimum Days

minimum days, the after school program must begin early and run a long day until 6pm. Minimum days have significant impact on the after Elementary and middle school after school programs are required to operate from the end of the school day to 6pm. When a school holds school staffing and budget. Thus, during the program planning process, school leadership and the lead agency partner must discuss the anticipated number of minimum days for the program year, and discuss shared resources to fund minimum day programming when the number of minimum days exceeds the typical OUSD schedule of one minimum day per week for the school year

Projected Number of Minimum Days <mark>for</mark> School Year 2016-2017

48 (includes all normally scheduled Wednesday minimum days + other non-Wednesday minimum days)

Describe funding plan to operate program on minimum days, including additional school resources (if any), to support full program implementation on all minimum days: Alternatives in Action has factored in extra staffing hours (approximately 2 extra hours per week per hourly staff member) into next year's budget to ensure full program coverage until 6pm on minimum days.

SECTION 6: Program Schedule

- Submit program schedule as an attachment, using the standard program schedule template. The after school schedule must indicate the school name and the program year. ٠i
- 2. Submit a copy of the school bell schedule for the 2016-17 school year.

days. Before submitting, compare the school bell schedule with the after school schedule to ensure that the times are aligned. (i.e. If the Important Notes: The after school schedule must commence immediately the minute the school day bell schedule ends on all program Additionally, programs must operate at least until 6pm daily AND must operate at least 3 hours per day. (i.e. If the school bell schedule school bell schedule ends at 2:55 pm, then the after school schedule must begin at 2:55 pm. The same is true on minimum days.) Please make sure program schedule clearly shows when the following program requirements will take place: ends at 3:10 pm, then the after school program must begin at 3:10 pm and run until 6:10 pm)

Elementary requirements:

- One hour/week of literacy instruction for students in grades K-5
- One hour/week of math instruction for students in grades K-5

Middle School requirements:

- Youth Leadership
- Academic intervention (ELA and math)
- Middle school athletics (recommended)
- College and career readiness programming

SECTION 7: Transitions Support for High Need Populations of Students

Schools have students transitioning in and out over the course of the school year. This includes transitional youth such as foster youth and Newcomers who may enter the school year mid-year. It is an LCAP priority in OUSD that we provide services to these high need populations of foster youth and English language learners including Newcomers.

your program set aside program slots so that there is some space to serve high priority students transitioning into the school mid-year? How will your program collaborate with the school day to support high need students who are transitioning into the school? How will

successfully transition into both the school and the program. These staff members work closely with the administrative team to welcome new parents & students systematically by arranging an initial meet-and-greet during which the student enrolls in his/her classes for the extended day program and the family gets information about our "parent academy" program. In addition, the parent coach offers Alternatives in Action's after school manager and parent coach work closely to ensure students new to Life Academy smoothly and information about the rest of the school's array of supportive services to the family.

planning around students entering Life and having the site's after school program leader as a member is a mutually beneficial arrangement. Additionally, the after school manager's active participation on Life Academy's administrative and Coordination of Services (COST) teams informs & supports how the student transitions into the school & EDP. Both of these bodies have intentional conversations & do action

SECTION 8: 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, and project-based learning.

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.

Please include the following requirements:

Required Elementary Academic Programming: Elementary programs are required to provide at least 1 hour of literacy instruction per week for all students and 1 hour of math instruction per week for all students. (Curriculum and PD will be provided by OUSD.)

Required for Middle school Academic Programming: Math and ELA academic intervention should be provided by teachers on extended contract, in order to support students struggling academically

Description of program/activity program/activity program/activity choose one) support school need (choose one) supported by a support by a support dones supported by a support dones su	Academic	Instructional	Frequency	Measurable
Support (choose one) All 6-8 th grade Support Support Support Support Support Support Sull Building Sull Building Support Sull Sull Sull Sull Sull Sull Sull Sul			In	ייינים
All 6-8" grade Support Support Marutoring Marian Skill Building Maraders Support Maraders Support Maraders Support Maraders Support Maraders Marade		Strategies	(hrs/week;	Outcomes
All 6-8 th grade Support Support Support Support Martering Marter	(choose one) supported by activity		# of weeks)	
Support Tutoring Skill Building Building		100% of 6 th - 8th	Adult	Use of Jupiter
☑Tutoring ☑ Skill Building 6"-8th graders ☑Homework	Support Experiences for All	grade students in	coaches	grade book to
⊠ Skill Building 6"-8th graders ⊠Homework		will receive an	and high	monitor
Building 6 ^m -8th graders ⊠Homework	-	hour of academic	school	assignments and
6 ^m -8th graders ⊠Homework		tutoring and	interns will	grades in class.
6 ^m -8th graders ⊠Homework	B. STEM Support	homework time 5	provide	
6 ^m -8th graders ⊠Homework	E. Accelerating	days/week.	tutoring	Google document
6 ^m -8th graders ⊠Homework	Students through		and	tracking weekly
6 ^m -8th graders ⊠Homework	Targeted		academic	assignments by
6 ^m -8th graders ⊠Homework	Approaches*	75% of students	time daily	grade level.
6 ^m -8th graders 区Homework	F. Extending	will maintain	for	
6 ^m -8th graders 区Homework	Learning Time	above a 2.0gpa	students to	Incorporating
6 ^m -8th graders ⊠Homework			complete	time to discuss
6 ^m -8th graders ⊠Homework			homework	individual student
6 ^m -8th graders ⊠Homework			before	progress into
6"-8th graders ☑Homework			enrichment	grade level
6"-8th graders ☑Homework			time	meetings
6"-8th graders ☑Homework			begins.	
		Students will	Students	Use of Jupiter
Targeted Literacy achieving a GPA of Support Students thro	ŏ	improve their	identified	grade book to
Intervention & Small Group 2.0 or lower, 🗹 Targeted Targeted		marking period	according	monitor

Tutoring During Academic	students reading	Interventions	Approaches*	GPA by at least	to criteria in	assignments and
Power Hour	multiple grade levels		F Extending	5 after working in	target	grades in core
	tologe of any or of the			The Application of the state of	ימו אלו	
	below o grade as		Learning rime	The Academic	population	academic
	determined by the			Revolution Zone	column will	classes.
	Scholastic Reading			2-5 days a week	be enrotled	
	Inventory (SRI),				in the	Google document
	and/or identified by			Students will	Academic	tracking weekly
	teachers as failing to		_	raise their SRI	Revolution	assignments by
	complete homework			score by at least	Zone to	arade level and
	required			50 points by the	rocoivo	or designation of the state of
	5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5			ond of the coheel	ומכוועם	participation III
				end of the school	smail group	Academic
				year	and	Revolution Zone
					individual	program.
					instruction	
					in literacy	Subject specific
					and core	certifications and
					subject	project work.
			•		areas to	•
					والنزام المانييط	1
					build skills	incorporating
					dia lielb	IIIII CO DISCUSS
					them pass	individual student
			•		classes.	progress into
						grade level
					Teachers	meetings
					will hold	
					pull out	
					academic	
					intervention	
					sessions	
					during HW	
					time 4	
					days/week	
Health Excellence &		N KIII	Quality Learning	Students will	90% of 6	ME S workshops
Academic Leadership	students (METS); 8"	Building	Experiences for All	report feeling	and 7"	and curriculum.
(HEAL) Internships &	grade students	☑ Other-	Students	prepared to	grade	
METS Workshops	(HEAL)	College and	E. Accelerating	succeed in high	students	HEAL attendance
		Career	Students through	school and	will	and program
		Readiness	Targeted	college and can	participate	surveys
			Approaches*	create a plan to	. <u>=</u>	
			F. Extending	pursue a career	college/car	Partner meetings
			Learning Time	of their choice.	eer	and
			C. Harisillons &		readiness	communication

ASES and 21st CCLC Elementary and Middle School After School Programs 2016-2017

with day school teaching staff to connect curriculum when relevant				ent activities should t school goals for	onlathletics and
workshops throughout the year 100% of 8 th	grade students will complete HEAL	or other off- site service learning-	related internship of their choosing	grants. Enrichmi Ichment activities Ties often suppor	ership middle sch
				s and 21" Century ands-on way. Enri Enrichment activi	ents: Vouth leade
Pathways PreK-12 D. College, Career, and Workforce	<u> </u>			SECTION 9: ENRICHMENT & PHYSICAL ACTIVITY / RECREATION Enrichment activities and physical activity/recreation are required components of the ASES and 21." Century grants. Enrichment activities should should provide students with the opportunity to apply their classroom learning in a real, hands-on way. Enrichment activities should intentionally and creatively build skills that support students' success in school and in life. Enrichment activities often support school goals for health and wellness, nosting school climate, and student engagement.	Please include the following required and recommended Middle School Program Components: Vauth leadership, middle school athletics, and
				SECTION 9: ENRICHMENT & PHYSICAL ACTIVITY / RECREATION Enrichment activities and physical activity/recreation are required components of th should provide students with the opportunity to apply their classroom learning in a i intentionally and creatively build skills that support students' success in school and in	mended Middle Sch
				SECTION 9: ENRICHMENT & PHYSICAL ACTIVITY / RECREATION Enrichment activities and physical activity/recreation are require should provide students with the opportunity to apply their class intentionally and creatively build skills that support students' such and wellness.	equired and recom
**				ENRICHMENT & I activities and phy ade students with y and creatively by mellosse, positive.	de the followine r
				SECTION 9: Enrichment should prov intentionall	Please inclu

college and career readiness programming.

STATES OF THE PROPERTY OF THE	THE PERSON NAMED IN COLUMN TWO IS NOT THE PERSON NAMED IN COLUMN TWO IS NAMED IN COL				
Description of Program/	Rationale	SPSA goal(s) or school	Target	Fargeted Skills	Measurable
Activity		need supported by activity	Population and		Outcome
			Frequency		
			(hrs/week;		
			number of		
			weeks offered)		
STEM (6th Grade)	☑Student	Quality Learning	Students will	☑ College/Career Readiness	Students will
	Identified	Experiences for All	learn about	区 Social & Emotional Learning	complete projects
	☑ School	Students	physical and	☑ Academic (specify) - STEM	in physical
	Identified	B. STEM	health	☑ Health and Wellness	health,
	☐ Parent	D. College, Career, and	sciences,		engineering,
	Identified	Workforce	engineering,		technology, and
		F. Extending Learning	and technology		gardening and

will complete a community service project related to STEM.	Students will report increased confidence in their ability to express themselves through symbols and art. Students will complete 6 visual art project per semester and will complete a community service project related to art.	Students will report increased value of physical activity for healthy, enjoyment, challenge and/or social interaction. Students report increased ability to evaluate factors that influence food choices and increase awareness of how food choices limpact their health and nutrition.
	区 College/Career Readiness 区 Social & Emotional Learning 区 Other (specify)- Art 区 Leadership	区 Social & Emotional Learning Leadership 日 Health and Wellness
through project based learning and maintain the school's Peace Garden.	Students will learn skills in drawing, painting, sculpting, art history, and other visual art domains.	Students will participate in fitness, sports, and conditioning activities to improve health and wellness and engage with nutrition curricula to increase knowledge of how choices affect health & wellness
Time	Quality Learning Experiences for All Students D. College, Career, and Workforce F. Extending Learning Time	Quality Learning Experiences for All Students D. Health and Wellness F. Extending Learning Time
	区 Student Identified 区 School Identified 区 Parent Identified	区Student Identified 区 School Identified 区 Parent Identified
	Visual Art (6 ^{rt} Grade)	Fitness & Soccer (6 th - 8 th grades)

ASES and 21st CCLC Elementary and Middle School After School Programs 2016-2017

Smart Moves & Real	⊠Student	Quality Learning	Students will	区 Social & Emotional Learning	Students will
Talk (7th & 8th Grade)	Identified	Experiences for All	learn about	区 Leadership	report increased
	☑ School	Students	healthy	☑ Health and Wellness	relationships with
	Identified	C. Transitions &	decision		adults and peers
	☑ Parent	Pathways PreK-12	making and life		on campus.
	Identified		skills including		
		Safe, Health and	self-		Students will
		Supportive Learning	esteem/self-		report increased
		Environments	image		awareness of the
		A. School Culture	promotion,		causes & risks of
-		(Meaningful Student	drug/alcohof/vio		drug & alcohol
		Engagement)	lence		use and gang
			prevention,		activity.
			gang		
			prevention, and		
			alternatives to		
			bullying.		
Performing & Fine	⊠Student	Quality Learning	Students will	区 College/Career Readiness	Students will
Arts (7" & 8" Grade)	Identified	Experiences for All	participate in	☑ Social & Emotional Learning	perform in front of
	School	Students	activities and	☑ Other (specify)- Performing	an audience at
	Identified	D. College, Career, and	learn skills in	Arts	least once per
**	☑ Parent	Workforce	singing, dance,		semester
	Identified	F. Extending Learning	music,		showing the
		Time	filmmaking, and		performing arts
			acting through		skills they have
			project based		been practicing.
			learning and		-
			performance.		

SECTION 10: FAMILY ENGAGEMENT / FAMILY LITERACY

information related to the after school and regular school day programs. After school family engagement efforts should be aligned with school After school provides an excellent context to foster parent involvement, connect families to the larger school community, and share important day efforts, and support school goals for family involvement. A variety of activities may be offered, including: parent workshops, family celebrations, parent-and-child-together activities, parent leadership and volunteer opportunities. Family literacy is a required component of all 21st Century after school programs. Family literacy services support the educational goals of adult Alignment with school day 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" Century grantees who receive Family Literacy funding: The activities listed below must align to your 21" Century Measurable Outcome Describe how this activity is SPSA goal(s) or Family Literacy budget plan.

Type of Activity and

Frequency	school need	connected to student		family engagement / family
	supported by activity	achievement		literacy efforts or resources
Parent Academy	Meaningful Student,	All parents of grades 6-12 will	At least 25 parents will	Workshop topics will
Months and Monthly Events	Family, and	be invited to participate in	attend each workshop	support parents in order to
WEEKIY AIIU MOIIIIIY EVEIIIS	Confinantily Engagement	montrilly workshops and weekly breakfasts. Parents will provide	and will report increased connection to their	support their students
		input regarding which workshop	students' school.	social/emotional health as
	A. School Culture	topics will be relevant. Topics		adolescents. They will be
	:	may include adolescent health,	At least 12 parents will	developed in coordination
	B. Health and	supporting academic	attend each parent	with the Parent Liaison,
	Vollidas	4	Dieaklast and will report	administration, college
		recnnological literacy, English language acquisition and	Increased connection to their students' school	Career Information Center,
		College Readiness, Breakfasts		and Community Program
		will be jointly hosted by school		staff.
		and after school administration		
		and feature class observations		
		and safety committee meetings.		
One-Time Events	Meaningful Student,	All parents will be invited to	85% of parents will	Events will be coordinated
(Back to School Night,	Family, and	attend special school events	attend at least 2 events	by school day staff and
Orientation, Exhibition	Community	such as Back to School Night,	during the school year.	community program staff
Nignts)	Engagement	project presentations,		and support parent access
		registration, orientation, etc.		to information, celebration
				of student learning, and
				participation in their
				students' education.
Parent Leadership Team	Meaningful Student,	1-2 parents per Advisory class	85% of advisory classes	The PLT connects parents
(PLT)	Family, and	will be nominated by teachers	will have 2 parents	to the school day Advisory
	Community	and the parent liaison to meet	participate in the PLT.	classes, the Parent Liaison,
Monthly Events	Engagement	2x a month for leadership	Parents will report	Administrators, and
	A. School Culture	training, planning of leadership	increased skills in	Community Programs staff
		initiatives, and to discuss	leadership, greater	for full school integration.
		school policy with	connection to the school,	
		administrators.	and ability to shape	
			policy and school decisions.	
Conferences and Defenses	Meaningful Student,	Advisory teachers will	80% of parents will	Advisory teachers will work
	Family, and	communicate with parents	attend a parent/teacher	with the Parent Liaison to
	Community	about students' academic	conference and 50% of	communicate with families
Quarterly	Engagement	progress at least 5 times a	parents will attend a	about scheduling
		year. 2 of those times are	student defense.	attendance at events to
	Interrupting Chronic	through parent/teacher		increase family
			S and 21st CCLC Flementary and	ASES and 21st CCLC Flementary and Middle School After School Programs

	Absences	conferences and invitations to attend their student's defense in 7th and 8th grade to connect parents to students' learning.	engagement in student learning.
SECTION 11: Chronic Absence Action Plan			THE RESERVE THE PERSON NAMED IN COLUMN TWO IS NOT THE OWNER.
Improving school day attendance for all studen that all students will attend school at least 95%	ce for all students and lool at least 95% of th	d reducing chronic absenteeism is one required school days or more, the	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 consist - 95% are considered at risk of chronic absenteelsm.	quired days are consil chronic absenteeism.	dered chronically absent. Students	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 celebrating good attendance, it	day, ajter school pro <u>.</u> Iforming parents abo	grams can play an important role in iut the impartance of attendance, u	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 monit school etc. in addition to providing meaninuful	regularly monitoring ding meaningful after	student attendance data, contacti r school learning experiences that h	that cause them to miss school, regularly monitoring student attendance data, contacting families to let them know their child was missed at school etc. In addition to providing meanipolal after school learning experience that help been students engaged and coming
	and an official section of the secti	ram camanadya Billinga Joanse	יבול עבבל אות בשות כנול מלבת סנים במנוניות.
Below are several key strategie	s that after school pro	ograms can implement in partnersh	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 stude	nts and families who	are struggling with attendance. Sei	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	at your program will i	implement for each strategy.	
Str	Strategies to Support Attendance	tendance	Action Steps
a) Recruit and address the needs of students w	ds of students who	 All families will enroll s 	All families will enroll students in Extended Day Programs (either after
are at risk of chronic absenteeism.	Ш.	school program or inte	school program or internships) at Registration for the school.
		 During the first week o 	During the first week of school, all 6 th -8 th graders will participate in
		Orientation to Extende	d Day Programs. 7th & 8th grade students will
		select programs based on personal interest.	on personal interest.
		 All students not attend 	All students not attending school or program will meet with the
		Community Programs	Community Programs Coordinator during Advisory class to select a
	<u> </u>	program and commit to attend.	o attend.
		 Students will be held a 	Students will be held accountable for attendance through EDP grades
		that will be recorded on students' transcripts.	n students' transcripts.
b) Inform parents about the importance of	portance of	 Parents will receive inf 	Parents will receive information about programs at registration,
attendance and encourage parents to help each	ints to help each	conferences, and in the	conferences, and in the mail with report cards
other get their students to class.		 Phone calls will be made 	Phone calls will be made to families of non-participating students
		 Parent liaison will coor 	Parent liaison will coordinate with school secretary to make personal
		calls to parents of stud	calls to parents of students with poor attendance to emphasize
		importance of school p	importance of school participation & attendance

	•	Advisory teachers will reinforce importance of programs during parent
		communication
c) Track students with poor program attendance	•	Weekly attendance reports (August-October) and monthly attendance
and reach out to find out why and how		reports (November-June) will be shared with Extended Day Program
attendance could be improved.		and day school teaching staff
	•	Staff, including family liaison, will reach out to non-participating
		students through one on one meetings, phone calls home, and
		invitations to engage.
	•	Attendance trends will be shared and analyzed each marking period
		with teachers
d) Celebrate good attendance and/or offer	•	Extended Day Program will create award certificates based on the
meaningful incentives to attract and reward		Habits of Life, Mind, and Work in collaboration with school day
students for attending our program.		teachers/admin. Once per marking period students can earn a dance
		if their attendance & participation are positive. Other incentives will
		include free dress day.
		THE RESERVE THE PERSON NAMED IN COLUMN TWO IS NOT THE PERSON NAMED IN THE PERSON NAMED IN THE PERSON NAMED I

SECTION 12: Transforming School Culture and Climate

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

X PBIS (Positive Behavioral Interventions and Support)

X Restorative Justice

X Social and Emotional Learning

X Bullying Prevention

Other: (please specify)

supporting these efforts, and helping to transform school culture and climate? (ie. shared professional development, b) How will the school and lead agency partner work together to ensure that the after school program is aligned and curriculum, coaching, planning meetings, COST meetings, etc.) Alternatives in Action works with Life Academy to provide many supports to transform school culture and climate and to align practices in discipline policy.

completes all corresponding data tracking activities in order to link students and families to campus services and Alternatives in Action's Community Programs Director at Life Academy leads the site's COST meetings and identify patterns in how the school intervenes with students experiencing academic, behavioral, and social-

emotional struggles.

- participants into each group. Youth are held accountable for their behavior through the agreements. Program rules All Extended Day Programs integrate agreements to meet the social emotional learning needs of the program and consequences align to the school day discipline policy.
- learning and development of each student. Curriculum is age appropriate and responsive to the learning needs of Extended Day Programs build positive relationships amongst youth and adults to support the social emotional students by subject area.
 - The Extended Day Program staff are integrated into Life Academy staff retreats and trainings to ensure collaboration and alignment from school day into after school.
- The middle school coordinator will attend all PBIS trainings provided by the district and co-lead our school site's PBIS team, overseeing all such efforts and incorporating such structures into EDP
 - The Community Programs Director and Program Coordinators meet regularly with the administrative team and Life staff to align practices in restorative justice and bullying prevention/remediation.

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

facilitate the annual Black History Month Town Hall in the past by organizing student rehearsals and planning time during parent liaisons helped promote the event with parents and community members. We plan to be involved in this event in Alternatives in Action's Extended Day Program at Life Academy has collaborated with day school teachers to plan and meaningful to them and reflected their talents, heritage, and cultural traditions. It had a very positive social-emotional impact on both the African-American student leaders who led the festivities as well as school culture as a whole. Our the after school hours. In 2015, this event offered Black students the opportunity to plan and lead an event that was 2016 as well

relationships with adult allies who monitor their progress in social/emotional development, academics, and attendance. regularly with African American families about school events to engage them in the school and their students' success. Additionally, African American students are part of the Extended Day Program where they are able to build meaningful As mentioned in the case of the Black History Month Town hall, the parent liaison and parent coach communicate Students experiencing behavioral difficulties in the classroom and program are referred to the Restorative Justice

program. Students with chronic emotic counselors, Native American Health C	ional st Center,	program. Students with chronic emotional stress are referred to COST and rece ive services from the Wright Institute counselors, Native American Health Center, or other service providers depending on the situation and individual.
 d) Please mark other strategies your after school X Using Restorative practice to X Trauma informed practices X Using PBIS to address disciplication 	school practice to ad trice to ad trices discipline	er strategies your after school program and school site are using to support all students and address disproportionality: Using Restorative practice to address disproportionality related to discipline Trauma informed practices · Using PBIS to address discipline
SECTION 13: Social and Emotional Learning Developing SEL skills in students and in the auskills. self-management, self-awareness, soc	ng (SEL) adults wi	SECTION 13: Social and Emotional Learning (SEL) Developing SEL skills in students and in the adults who work in the Oakland school system is a key priority for OUSD. SEL includes the following skills: self-management, self-awareness, social awareness, relationship skills, and responsible decision-making.
Describe how you will work intentionally to develop SEL skills in program staff;	Social and developing channels	Social and emotional learning is a pillar of Alternatives in Action's approach to professional development for staff. Opportunities to build their SEL skillset exist through the following channels:
	•	Adult learning plans which include a personal/self-care goal; staff uses this document with supervisor to guide & evaluate professional growth
	•	Daily 30 min. debrief sessions after conclusion of program to reflect upon day & acknowledge the work of other team members
	•	Quarterly team reflection sessions in which interpersonal coaching skills are learned and practiced
8	•	Continued restorative justice-related training and other SEL-related topics of interest via weekly staff meetings
Describe how you will work intentionally to	•	Restorative justice practices used by adult coaches with youth; members of middle school loadership to property control loadership to property.
develop our shins in stadents.		peer mediator in both day school and EDP
	•	Daily check-in circle activities to allow students to respond personally to a question &
		practice social & emotional awareness, relationship skills, & self-management
	•	Daily reflection & acknowledgment rituals in all project groups during which students
		highlight positives, identify challenges, and appreciate one another to close the program day
	•	Project groups (ex. Gender specific mentoring groups, sports teams, etc.) offer youth
		opportunities to develop & practice subsets of their SEL toolkit within authentic &
		challenging environments; often during activities characterized by group and project-
		based learning
SECTION 14: Coordination with Other Service Providers	ce Provi	Iders

In the Full Service Community School model, the school becomes a l	In the Full Service Community School model, the school becomes a hub of services where various types of service providers come together.
work together, and coordinate their efforts to meet the holistic needs of students and families.	ds of students and families.
The after school Site Coordinator or Director will actively	☑ COST team (Coordination of Services Team) – Leads and facilitates
participate in which of the following school group(s), in order to	meetings
increase alignment between after school and school day efforts?	☑ SST (Student Study Team) – Participation depends on student involved
	☑ SSC (School Site Council) – Parent Liaison serves as representative for
	Alternatives in Action & after school program
	☑ ELT (Educational Leadership Team) – known as the Administrative
	Team at Life Academy
	☑ PTA – known as the Parent Leadership Team at Life Academy
	☐ Attendance Team/Workgroup
	图 CSSSP (Community School Strategic Site Planning) team
	☐ School Culture/Climate Committee
	☑ Other (specify): Life weekly staff PD meetings, grade level meetings.
	academic intervention meetings.
List key community partners whom you will actively collaborate	Oakland Community Organizations (OCO)
with to accomplish the goals of vour program.	Native American Health Center
	Wright Institute
	East Bay Consortium
	Mills Education Talent Search (METS)
	Cesar Chavez Library
	United for Success Academy
	Youth Alive!
	Highland Hospital/HEAL Program
	Safe Passages (Debate Team)
TO THE STATE OF TH	Destiny Arts
List all subcontractors who will be paid to deliver after school	Teachers on extended contract
Services.	Native American Health Center
	Destiny Arts
Identify other service providers and support personnel at your	Native American Health Center staff
school (ie. school psychologist, School Based Health Center staff,	Youth Alive!- Teens on Target program
counselor, mental health therapist, school nurse, parent liaison	Wright Institute
etc.) whom you will actively collaborate with to accomplish the	Life Academy School and Administrative Coordinator
poals of voils program	High school after school and internship coordinator (Helps
Board of your program:	supervise/coordinate HS interns working within MS after school program)

2016-17 After School Enrollment Policy for Life Academy of Health & Bioscience Middle School

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

	according the formation of the second	and the state of t
Target Population(s)	Specific Data to Inform Selection of Program	(High School Only)
	Participants	Indicate if participation is Optional or
		Mandatory for each target population
6"-8" grade students	All 6"grade students enrolled in at least	Mandatory- attached to Academy
	one after school program including	Elective Credit
	academic power hour; All 7th & 8th grade	
	students recruited & enrolled in at least	
	one after school program during school	
	year	
6th-8th grade students multiple years	6th-8th grade students selected for	Mandatory for students below 2.0 GPA
below grade level in reading and/or at	Academic Revolution Zone literacy and	and other students identified by grade
risk for failing one or more core classes	acdemic intervention program based on	level teams as needing targeted literacy
	SRI and/or academic data such as GPA,	support and homework help in core
	homework completion rates on Jupiter	classes
	Grades, and SBAC test scores	

6th-8th grade Which grade levels will you serve in this program?

targeted students. (For example, if program slots remain open after you have reached out to fill slots with target populations identified above, Note: The ASES and 21st CCLC grants require that programs are open to all students of the school, if space remains after outreach is done to 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 2016. Indicate how families will be notified of 2016-17 enrollment before the last day of school, June 9, 2016.

The real Party and the Party a		
Timeline	After School Enrollment Steps/Process	Individual(s) responsible
May and June 2016	Incoming 6 ^m grade students and rising 7 ^m &	Alternatives in Action
	8 th grade students informed of EDP structures	Community Programs Manager,
	& expectations in advance of new school	Assistant Coordinator and
	year at spring orientation events	Parent Liaison
Mid-August 2016	Registration Days for Life Academy- all	Alternatives in Action
	students are enrolled in extended day	Community Programs Manager,
	program when they arrive to register for	Assistant Coordinator, and
	normal day school	Parent Liaison
First two weeks of school,	Orientation to Extended Day Program	Alternatives in Action
August/September 2016		Community Programs Manager,
		Assistant Coordinator, and
		Extended Day Program
		Coaches
September 2016 - May 2017	Mandatory daily attendance in Advisory and	Community Programs Assistant
	Academic Time- optional participation in	Coordinator and Parent Liaison.
	Enrichment. Phone calls home to families of	
	nonparticipating students.	
June 2017	Surveys and feedback for program	Community Programs Manager
	improvement	and Assistant Coordinator

Important dates to include in your timeline:

- April June: Spring enrollment for 2016-17 programs.
- Families will be notified of 2016-17 after school enrollment before the last day of school, June 9, 2016.
- After school programs begin on 1st Day of school, with enrollment at a minimum 75% capacity.
- August September: New school year enrollment of families for remaining program slots.
- Remaining program slots will be filled by September 30, 2016, except for slots reserved for transitional students (ie. Foster youth, Newcomers) entering the school mid-year.
- All programs must maintain waitlists after program slots are filled.

School Support for Program Recruitment

Describe how the school will support after school program recruitment efforts. Specify how school staff will help promote the after school program, refer students, and communicate with families about program opportunities:

communication materials will be explained and provided to office staff. School staff & extended day program staff meet weekly during the site administrative team meeting and will continuously check in about any student/family needs as they arise throughout the year. Nights, and conferences, incorporating extended day program information into all elements of these events. All registration and School staff will collaborate with after school agency leaders to organize spring orientations, registration week, Back to School

Lead Agency Signature:

Principal Signature:

2016-17 Assurances for Grant Compliance and After School Alignment with School Day

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

2016 – 17 Assurances for Grant Compliance and After School Alignment with School Day	Site Administrator and Lead Agency Director/Site Coordinator have reviewed the CA Dept of Education's ASES and/or 21st Century Grant Assurances, and understand mandated grant compliance elements.	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.	Site Administrator will meet regularly with Site Coordinator to ensure program is meeting identified goals.	Site will share student outcome data to better refine program (Attendance data, test scores, Report Cards, IEP's, etc).	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.	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.	Site will invite Site Coordinator to participate on SSC, COST, SST, and/or SPSA planning teams to ensure coordination of services.	Site will coordinate the use of facilities and site level resources in support of program goals.	Site will provide Site Coordinator with office space that includes access to internet and phone.	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.	
Lead Agency Initials	SE CONTRACTOR	Mar	DUL		, All	MA	MARK	MA	MAC	YOUN	
Principal initials	Ba	Z	20	C D	E Si		Z	No.	100	a L	>

Principal Signature:

Lead Agency Signature:

ASES and 21st CCLC Elementary and Middle School Affer School Programs 2016-2017

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
- 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
- Provide on-site coaching to after school staff implementing literacy and math curriculum.

Support Coach role from the OUSD After School Programs Office. The After School Programs Office will provide specific deliverables aligned with example, a Literacy Specialist, Math Coach from LCI, BTSA Coach, etc.). This individual will receive training and specific direction on the Quality The Quality Support Coach can be a credentialed teacher from the school faculty or other qualified professional working with the school (for 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.

	 a) Flease identity with with full Quality Support Coach for ZOLO-1/. 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. LC! Literacy or Math coach, BTSA coach, etc.) 	Quality Support Coaching Planning
		J. A qualified professional who is part of the school staff. J. An OUSD coach connected to the school (i.e. LCI Literacy or Math coach, BTSA coach, etc.)
 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 Quality Support Coach role, and identify his/her role in the school:

Not confirmed as of April 2016. Person will be identified in July or August 2016.

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.

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 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). Please list specific after school classes/activities that will be facilitated by teachers paid on extended contract. Important note: Teachers on After school grant funds can be utilized for this direct service work. The Quality Support Coach cannot provide direct service to students. The their staff capacity-building services. Teachers doing direct service work after school must be paid with an extended contract.

List after school classes/activities that will be facilitated by teachers on extended contract	Anticipated hours/week for teacher on
Academic Revolution Zone targeted academic and literacy	2 hours per teacher per week (6
intervention (3 teachers)	hours total)

Principal Signature:

Lead Agency Signature:

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After School Safety and Emergency Planning for 2016-17

After School Safety and Emergency Planning
A) The Comprehensive School Site Safety Plan will incorporate the After School Program. The Principal and Site Coordinator will discuss plans and procedures for after school safety, and the Site Coordinator will have access to the Comprehensive School Site Safety Plan. ☑ Yes ☐ No
If no, explain after school plans to ensure student and staff safety should an incident of violence or other crisis/emergency occur on or near the school campus during after school hours:
 B) Describe the training that site will provide after school staff on safety procedures, including lockdown procedures and communication protocols for crisis response.
After school staff will receive training on the site emergency procedures during the first site professional development session prior to the start of the school year. This will include a review of all lockdown procedures, a tour of campus facilities, and a review of the contents of emergency supply containers and communication protocol. After school program staff will then lead a drill with students during the first week of program to ensure their practical understanding of these procedures.
C) Principal and Site Coordinator have reviewed the <i>OUSD After School Emergency/Crisis 1st Level Response Notification Protocol.</i> ☑ Yes □ No
Ų
Erres — No.
SSO Staffing: (check one)
Site has a school day SSO who can accommodate after school related work as part of their regular salary.Site will pay Extra time/Over time (ET/OT) to accommodate an after school SSO.
☐ Site does not need an SSO or does not have the resources to have an after school SSO.

Principal Signature:

Lead Agency Signature:

ASES and 21st CCLC Elementary and Middle School After School Programs 2016-2017

Professional Development and Staff Wellness

Professional Development: After school staff should receive adequate professional development, including coaching support and trainings, in order to grow and improve their practice. Programs should utilize data from the YPQA/SAPQA youth program quality assessment tool to determine the areas of focus for professional development

- professional development meetings related to relevant topics in youth and community development throughout the school regular class observations, monthly adult reflection sessions, and encouraging staff to seek out training opportunities year, weekly one-on-one meetings between program leadership and line staff, job-embedded coaching connected to professional development through multi-day new staff and beginning of the year orientation in August, weekly staff Alternatives in Action makes great investments in their after school program staff development by offering formal a) What professional development, coaching, and training supports will be provided by the lead agency partner? outside of the organization that relate to their content area.
- professional development sessions that place on Wednesdays. After school coordinators and director will be invited to development series prior to the start of the school year. After school managers will be invited to Life Academy weekly participate in the Life Academy winter professional development retreat that takes place between the first and second semesters. Additionally, Life Academy school leadership will schedule weekly one-on-one meetings with after school Life Academy will invite all Alternatives in Action after school program staff to the beginning of the year professional b) What professional development opportunities will be provided by the school site? managers throughout the year.
- meetings (2 hrs/month), the annual Bridging the Bay after school conference, and various professional learning communities (time commitment c) ASPO professional development will consist of the mandatory August Institute (week of Aug. 3-6), mandatory monthly site coordinator varies). Please mark:

budget for staff time to participate in professional development over the course of the year (for key line staff, recommended at least 20 professional development opportunities for after school staff, based on needs identified by program data. My program will adequately I understand that professional development helps ensure program quality. My program is committed to providing/accessing 2 D Yes Σ hours of PD/year).

Staff Wellness

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

personal health and wellness. Supervisors will check in with their staff about progress towards these self-set health and wellness goals in weekly one-on-one meetings throughout the year. Additionally, Alternatives in Action will hold monthly sessions are designed to provide a safe and supportive space for staff to process the dynamics of their personal and adult reflection sessions for all staff in the organization, including after school program staff at Life Academy. These All after school program staff will be required to complete an adult learning plan, which will include one goal around professional lives and support one another through collegial coaching in areas of concern related to their work.

Principal Signature:

Lead Agency Signature:

Addendum for 21st Century Community Learning Center Grantees Only

Some 21st 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 Equitable Access: (must be completed by all programs that receive 21" Century Equitable Access funding)

- 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

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

Because over 75% of Life Academy's student population is Latino and the vast majority of these students' families use Spanish as their primary language, we plan to focus our efforts to ensure equitable access to our program on this population of students and families (English Language Learners.

strategies with these families in order to ensure they remain informed, included, and involved in all aspects of after school Our parent liaison, community schools manager, and project group coaches will collaborate to employ targeted outreach programming at Life Academy. The program coordinator will ensure recruitment and retention of these students in both academic and enrichment classes in the after school program. Additionally, the community school manager, project group coaches, and after school coordinator will plan and implement a targeted intervention program called the Academic Revolution Zone designed to offer additional academic and literacy students. While these students' families would normally have to pay for private tutoring in order to receive such services, we will offer these services for free at the school site so these students are allowed equitable access to the benefits of supports and small group tutoring to struggling students, a disproportionate number of whom are Latino and minority increased exposure to academic content in a supportive and more individualized setting.

21" Century Supplemental Programming during 2016-17 School Year

Describe your planned programming on weekends, intercession breaks, and other non-school days during the 2016-17 school year. Your (Please do NOT include summer program plans here; there will be a separate summer planning template.) supplemental program plans must match your proposed supplemental program budget

Number of supplemental program days you plan to offer during the 2016-17 school year:	0
Dates of Service:	N/a
Hours of Operation: (note that supplemental programs must operate N/A at least 3 hours/session)	N/A
Description of Supplemental program activities: (describe goals of progr	(describe goals of programming, target audience, planned activities, etc.)

Lead Agency Signature:

Principal Signature:

Addendum for Middle School After School Programs Only

Life Academy Alternatives in Action	Middle School Athletics Sports are an exciting way to keep students engaged in school, and to support health & wellness and community building. OUSD encourage after school programs to participate in the OUSD middle school sports league, which consists of after school sports practices and games on tweekend. Lead agency staff, teachers on extended contract, and/or classified staff on extra time/overtime can serve as coaches for middle school athletics.	Please identify the middle school sports activities that your after school program will be offering students this year in partnership with chouse the OUSD Middle School Sports League. X Girls Basketball X Girls Basketball X Girls Soccer Girls Track and Field Girls Volleyball Boys Volleyball Girls Volleyball Other: {Please describe}
School Site: Life Academy Lead Agency: Alternatives in Action	Middle School Athletics Sports are an exciting way to keep stud after school programs to participate in weekend. Lead agency staff, teachers school athletics.	Please identify the middle school sports school program will be offering student the OUSD Middle School Sports League.

X____ I understand that my middle school sports activities will be listed on my 2016-17 program schedule.

 \overline{X} . I understand I will submit a Schedule of Field Trips and Off-Campus Activities form each semester, listing my program's after school athletic games and practices.

. I understand that all students participating in middle school sports will complete an OUSD Release of Liability and Assumption of Risk form for Middle School Sports League Activities.

Principal Signature:

Lead Agency Signature:

ASES and 21st CCLC Elementary and Middle School After School Programs 2016-2017

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

PARENT PERMISSION AND STUDENT INFORMATION - ELEMENTARY AND MIDDLE SCHOOLS

Name of School:	Parent Signati	ure: Date:
Student's Name	Grade	Date of Birth
Parent/Guardian Name (Please p	rint) Email Addres	 ?\$
Home Address		Zip
Home Phone	Work Phone	Cell Phone
EA	MERGENCY CONTACT INFO	RMATION
In case of emergency please con	tact:	
Name	Relationship	Phone: work/home/cell
Does your child have health cove	rage?Yes	No
Name of Medical Insurance	Policy/ Insurance #	Primary Insured's Name
Name of Child's Doctor	Telephone	
		ain emergency medical treatment
I authorize After School Progra may be necessary for my child di	uring the After School Progra	••••

KELEASE	OF I	TIARITI ()	,		
 		Lab La		•	 _

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/ PIO	ICK UP POLICY	
school is out and will end by 6:00 p.m.	Students will no	hool Program will begin immediately after not be released to go home from the After /guardian or one of the individuals listed below	v:
Z		·	
Parent/Guardian/Caretaker Signature	t	Date	
When I am unable to pick my child up, I g child to:	give After Schoo	ool Program staff permission to release my	
Name/Relationship	Phone Numbers	rs: Home/Work/Cell	
<u>=</u>	2		
Name/Relationship	Phone Numbers	rs: Home/Work/Cell	
picked up by 6:00 p.m., After School Prog	gram staff are r	gram ends by 6:00 p.m. If students are not required by law to report to Child Protective diness in picking up your child will result in	
PERMISSION TO EVALUATE	PROGRAMS A	AND TRACK STUDENT PROGRESS	
review my child's school data (including be performance indices, and demographic data for the purpose of providing targeted supeffectiveness of the After School Programd any designated evaluation consultant complete evaluation surveys for the purpose.	ut not limited to ata), and input m pport and acader am. I also give p to monitor my ci	permission for After School Program staff child's progress and to require my child to	
		ning program effectiveness.	

PHOTO/VIDEO RELEASE
During your child's attendance in the After School Program, s/he may participate in an activity that is being photographed or videotaped; these photographs/video recordings may be used for promotional purposes.
My childmaymay not be photographed/videotaped by the After School program for promotional purposes.
I authorize the OUSD or any third party it has approved to photograph or videotape my child during After School program activities and to edit or use any photographs or recordings at the sole discretion of OUSD. I understand that I and my child shall have no legal right or interest arising from the recording, including economic interest. I also agree to release and hold harmless the OUSD and any third party it has approved from and against all claims, demands, damages, and liabilities arising out of or use of the recording.
Parent/Guardian Signature
Program Policies
 I understand that my child is expected to participate fully in the after school program: Elementary School students are expected to participate every day until 6pm, for a total of 15 hours per week. Middle School students are expected to participate at least 3 days per week until 6pm, for a minimum total of 9 hours per week.
I understand that eligible students who can fully participate in the program have priority enrollment. If my child cannot fully participate, my child may lose his/her spot in the program.
I understand that my child (in 2 nd grade or higher) must sign in to program on a daily basis, and my child or a parent/guardian must sign out of program daily.
I understand that some OUSD after school programs may charge fees on a sliding scale in order to serve more students and provide more services. I understand that no child who is eligible for the program will be denied enrollment due to a family's inability to pay program fees.
Parent/Guardian Signature

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

Students who are able to participate fully in the after school program every day until 6pm 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 Aft (please check reason)	er School Program at o'clock p.m.
□ I am concerned for my child's safety in retur	ning home by him/herself after dark.
□ I am unavailable to pick my child up after this	s time.
Other:	
As parent/guardian, I hereby release and discha officers, employees, agents and volunteers from arising from my child's' early release from the A	all claims for injury, illness, death, loss or damage
✓	
Signature of Parent/Guardian	Date

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

FOR STUDENTS AGES AND OLDER ON	LY
School Site:	
Name of Student:	
Grade:	
Date of Birth of Student:	
If I arrive later than the dismissal time or am ur School Program:	nable to pick up my child at the end of the After
 I give the After School Program staff permis program without supervision. 	ssion to release my child from the after school
As parent/guardian, I hereby release and dischar officers, employees, agents, and volunteers from a result of the release of my child without super unable to pick up my child at the end of the Afte	all claims for injury, illness, death, loss or damage as vision if I arrive later than dismissal time or am
	E E
✓	
Signature of Parent/Guardian	Date

OUSD After School Programs 2016-2017 Student Health Form

School Site:	

STUMPRT C NAMP	Date of Birth
Siddens 2 ladstie	Date of Birth
Grade in 2016-17	Language spoken in the home
PARENT/GUARDIAN INFORMATION	
arent/Guardian Name (First, Last) _	
Student's Home Address	
Phone (home)	_
Parent/Guardian Cell #	Parent/Guardian Work #
EMERGENCY	
In case of emergency, please contact:	
Name:	Relationship to student:
Phone Number:	
HEALTH	
Please check if your child has any of t	these Health Conditions and requires managemen
HEALTH Please check if your child has any of t school: Severe Allergy to:	
Please check if your child has any of t school: Severe Allergy to: Asthma	
Please check if your child has any of technol: Severe Allergy to: Asthma Diabetes	☐ Student has Epi-pen at school ☐ Student has inhaler at school ☐ Student has medication at school
Please check if your child has any of technol: Severe Allergy to: Asthma Diabetes Seizures	☐ Student has Epi-pen at school ☐ Student has inhaler at school ☐ Student has medication at school ☐ Student has medication at school
Please check if your child has any of techool: Severe Allergy to: Asthma Diabetes Seizures Sickle Cell Anemia	☐ Student has Epi-pen at school ☐ Student has inhaler at school ☐ Student has medication at school ☐ Student has medication at school ☐ Student has medication at school
Please check if your child has any of techool: Severe Allergy to: Asthma Diabetes Seizures Sickle Cell Anemia Cystic Fibrosis	☐ Student has Epi-pen at school ☐ Student has inhaler at school ☐ Student has medication at school
Please check if your child has any of t school: Severe Allergy to: Asthma Diabetes	☐ Student has Epi-pen at school ☐ Student has inhaler at school ☐ Student has medication at school ☐ Student has medication at school ☐ Student has medication at school

Medical Management Plan and Separate Emergency Medication during After School Program: All students with asthma, diabetes, and severe allergies should have emergency medication available to after school program staff in the event of an asthma attack, low blood sugar, or allergic reaction along with a medical management plan (Diabetes, Severe Allergy, or Asthma Action Plan) signed by you and your doctor. The after school program will need to have medication for your child that is separate from the medication you provide the regular school day program.

See your School Nurse/Health Services for more information.

Coo your Control Nai Sey Health Cervin	ces for more m	or marion.	
Authorization to treat minor:			
I give permission for the after schoothe after school program.	l staff to admir	nister medication that m	y child may require during
In the event that I, or other parent/ after school program staff to secure			
Date:	Parent or	Guardian Signature:	
Print Name:		_	
	œ		F1
Does your child have vision problem	s?		
Have you ever been notified that y	our child has d	ifficulty seeing?	
Is your child supposed to wear glas	:ses?		

Please return this form immediately to the after school program.

Thank you!

Exhibit D

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

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

Contact Information:		MAR TO UNITE	
Site Name	Lead Nam	l Agency	
Name of Contact Person	Ema		
Telephone	Fax		
The following Field Trips, Off Site Even Program will occur during:	ts and Off Site Acti	vities for the A	fter School
 ☐ Fall Semester- August 22, 2016 t ☐ Spring Semester- January 30, 20 ☐ Summer Program (Specify dates: 	17 to June 9, 2017		
Name of Field Trip, Off Site Event, and/or Off Site Activities	Date(s)		Time(s)
			181
	_		
- A		t	
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_			
Sita Coordinator Signatura		Data	<u>, </u>
Site Coordinator Signature			
Lead Agency Director Signature Site Administrator Signature			
Site Administrator Signature		Date	

EAST BAY REGIONAL PARK DISTRICT

WAIVER AND RELEASE OF LIABILITY AND INDEMNITY AGREEMENT

Waiver and Release of Liability. In consideration of being allowed to use and participate in activities at East Bay Regional Park District's facilities, including but not limited to its pools, lakes, shorelines and swimming lagoons ("Recreational Activity"), I, for myself and my spouse, my child, heirs, personal representatives next of kin, and assigns, voluntarily agree to release, waive, discharge, and promise not to sue the East Bay Regional Park District, its officers, directors, agents, volunteers, and employees (collectively the "District") from any and all liability for any accident, illness, injury, death, wrongful death, or property damage/toss 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, discase, 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 afterneys' fees

Saverability. 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 thay 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 ilability described above to the greatest extent allowed by law. I also understand that this Agreement is legally binding on me and my child (if applicable), spouse, heirs, personal representatives, assigns, and next of kin.

Participant's Name		
(Print)		
Name of Custodial Parent or Guardian (if Partie	cipant is under 18):	
	(37:14)	
Signature:	Date	
Puncipan Separate (if one 11) or Guerralo	r Payers or District សិច្ចក sture	
	EBRED W	aver – Salm Use

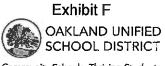
Rev. 3/09

RELEASE OF LIABI	LITY AND ASSUM	APTION OF RISK
In exchange for being permitted to participal equipment and facilities, I agree to release, ("OUSD"),	indemnify and disc	charge Oakland Unified School District
or equipment carries inherent risks w coaches or other care taken to avoid	erstand that the reconding the elimination of the elimination of the elimination of the elimination of the elimination in the Middistructure of the elimination in the elimination of th	reational activities or use of the facilities minated regardless of the presence of and that OUSD and are not are person or property as a result of use dle School Sports League activities
Sports League staff to furnish and/or necessary for me or my child during	vities and that par son. I authorize OU obtain emergency Middle School Spoi	ent/guardians have not been advised SD, , or Middle School
after school and on designated week	ing the Middle Sch end days of each n for transporting th rogram and that th	ool Sports League activities generally run nonth as scheduled. Parent/Guardians neir child/children and picking up their nere is no OUSD or
 I agree as an adult participant, or the and permission to photograph and/or School Sports League and to use the 	r record me or my	child/ward in connection with Middle
By signing this document (Release of Liabilit hurt or property damaged in connection with have waived my or my child/ward's right to respective agents, directors, and employees	n Middle School Sp maintain a lawsuit	orts League activities, I may be found to against OUSD,, or their
SIGNATURE	f under age of 18	Today's Date
Participant Name (print)	Grade	Date of Birth
School (COMPLETE INFORMATION	I ON ROTH STREE	
(COLL FELF THE OKNER LTOIS	CIA DO LU STAES	·)

20__-20_ MIDDLE SCHOOL SPORTS LEAGUE ACTIVITIES Participant Name (print) Grade Date of Birth School Home Address City Zip Home Phone Cell Phone Work Phone Email Address In case of emergency please contact: Name Relationship Phone: work/home/cell If the Participant Is A Minor (under age 18): Print name of Parent or Legal Guardian of Minor Home Address City Zip Home Phone Work Phone Cell Phone Email Address SIGNATURE _ Today's Date (Participant or Parent/Legal Guardian if under age of 18) Student Participant Health Conditions ☐ Severe Allergy to: _ _____ □ Student has an Epi-pen at school ☐ Asthma ☐ Student has an inhaler at school ☐ Diabetes ☐ Student has medication at school ☐ Seizures ☐ Student has medication at school ☐ Sickle Cell Anemia ☐ Student has medication at school ☐ Other condition(s): ☐ Student has medication at school Medications needed during the school day: _____ Medications needed after school hours: _____ Special Instructions: All students with asthma, diabetes, and severe allergies should have emergency medication available to school staff in the event of an asthma attack, low blood sugar, or allergic reaction along with a Severe Allergy/Asthma Action plan signed by you and your doctor. See your School Nurse/Health Services for more information. Health Insurance Plan Name: _____ Subscriber/Policy No. ____ (COMPLETE INFORMATION ON BOTH SIDES) Exhibit F

After School MOU for Elementary and Middle Schools, 2016-2017, page 28 of 36

OAKLAND UNIFIED SCHOOL DISTRICT AND



Community Schools, Thriving Students

INVOICING AND STAFF QUALIFICATIONS FORM 2016-17

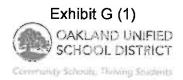
Basic Directions

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	ALTERNATIVES I	IN ACTION	Agency's Contact Person	PATRICIA MURILLO	
Billing Period	2016-17		Contact Phone #	(510) 285-6290	

Employee, Agent, or Subcontractor Name	# ITA	Current TB Clearance Documentation on File	IA Requirement Documentation on File
ABRIAN GUERRERO	B2296UA286		⊿ Yes □No
CUETIS BOUCE	(-204ROC-316	∠ Yes ☐ No	⊌Yes □No
CHRISTINA MARTINEZ	B383MAC 373	☑ Yes ☐ No	₽Yes □No
KARELY MARSHALL	MARGAMAKOA3	☑Yes ☐ No	⊌Yes □No
SKY YOUNG	G-373405910		₽Yes □No
CYNTHIA AYALA	G068AYC769		☑Yes □No
ARCELIA RENTERIA	B189REA 138	☑Yes ☐ No	✓Yes □No
BEVERLY VELACO		☐ Yes ☐ No	□Yes □No



PROCEDURE FOR INVOICING Oakland Unified School District Comprehensive After School Programs 2016-2017

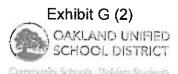
The following procedures are required in submitting invoices that utilize 21st Century and/or ASES funding:

- ♦ All 21st Century and/or ASES invoices <u>must be submitted to the OUSD After School Programs Office</u> in order to be processed and paid. We are located at 1000 Broadway, Suite 150.
- ◆ 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 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 <u>cover only one calendar month</u>, i.e. the 1st through the 30th or 31st.
- <u>Contractor</u>, <u>Agency</u>, <u>Site Coordinator</u>, <u>and Principal signatures</u> must be secured prior to submission of invoices to the After School Programs Office. All of these signatures must be originals.
- Invoices for the month are generally <u>due</u> in the After School Programs Office by 5:00 p.m. on the 10th of the following month. This is not a steadfast rule; for example, the invoice for November 1-30th is due in our office on the 9th of December (the 10th is a Saturday). Invoices that are submitted after the due dates listed below will be processed the following monthly invoicing period.

The tentative schedule for OUSD payments is anticipated as follows:

Invoices due to our office by 5:00 pm on:	Accounts Payable checks to be mailed on:
August 10, 2016	August 25, 2016
September 9, 2016	September 23, 2016
October 10, 2016	October 24, 2016
November 10, 2016	November 21, 2016
December 9, 2016	December 21, 2016
January 10, 2017	January 25, 2017
February 10, 2017	February 27, 2017
March 10, 2017	March 24, 2017
April 10, 2017	April 25, 2017
May 10, 2017	May 23, 2017
June 9, 2017 for May invoices	June 23, 2017
June 16, 2017 for Final Billing	TBD

If there are any questions regarding the invoicing process, please contact our office at (510) 879-2888.



PROCEDURES for PAID INSERVICE/EXTENDED CONTRACTS and TIME SHEETS OUSD CERTIFICATED TEACHERS 2016-2017

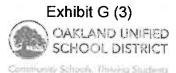
The following procedures are required in submitting fiscal forms for Paid Inservice/Extended Time for OUSD employees utilizing 21st Century and/or ASES funding:

Paying OUSD Certificated Employees (Teachers)

- Academic Liaisons should submit a Paid Inservice form and Extended Contract teachers should submit
 a "Request for Extended Contract" IN ADVANCE to approve all projected work to be completed, using
 appropriate Budget Org Key (Object Code usually -1120 or -1122)
- ◆ The FIRST submission of the Paid Inservice/Extended Contract paperwork must be accompanied by a timesheet in order to be processed by OUSD Payroll. No payment will be rendered until timesheets are submitted to our office.
- Have Employee sign Extended Contract & ALL Time Sheets
- ◆ Have Principal approve and sign Paid Inservice/Extended Contract & ALL Time Sheets
- Please be sure to submit ORIGINALS of all documents
- ◆ Please use only ONE SIDED Time Sheets
- Deliver to OUSD After School Programs Office All 21st Century and/or ASES Paid Inserivce/Extended Contracts and Time Sheets <u>must be submitted to the OUSD After School Programs</u> Office in order to be processed and paid. We are located at 1000 Broadway, Suite 150.
- ◆ Union Contract rate for teachers is \$25.82/hr.
- ◆ Union Contract rate for Academic Liaisons is \$33.58/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, 2016	October 14, 2016
October 31, 2016	November 15, 2016
November 30, 2016	December 15, 2016
December 16, 2016	January 13, 2017
January 31, 2017	February 13, 2017
February 28, 2017	March 15, 2017
March 30, 2017	April 14, 2017
April 28, 2017	May 15, 2017
May 31, 2017	June 15, 2017
June 9, 2017	June 30, 2017

If there are any questions regarding these documents or procedures, please contact our office at (510) 879-2888.



PROCEDURES for EXTENDED TIME and/or OVERTIME FORMS (ET/OT) for OUSD CLASSIFIED EMPLOYEES 2016-2017

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

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

- ◆ Complete "Combined ET/OT/CT and Move-Up/Acting Time Report", using appropriate Budget Org Key
 - ♦ Have Employee Sign Form
 - Have Site Coordinator Sign Form
 - Have Principal Approve and Sign Form
 - All Custodial ET/OT forms must be submitted to Custodial Services at 900 High Street.
 - ◆ All SSO ET/OT forms must be submitted to the SSO Office at 1011 Union St.
 - Any other ET/OT forms for 21st Century and ASES classified staff must be delivered to Oakland SUCCESS After School Programs Office in order to be processed and paid. Please see payment schedule in chart below. Forms that are submitted after the due dates listed below will be paid on the following Payroll Issue Date. We are located at 1000 Broadway, Suite 150.
 - Rate varies depending on employee's hourly rate

ET/OT Forms Due to After School Programs Office on the following anticipated dates:	OUSD Anticipated Payroll Issue Dates
September 15, 2016	September 30, 2016
September 30, 2016	October 13, 2016
October 13, 2016	October 31, 2016
October 31, 2016	November 15, 2016
November 15, 2016	November 30, 2016
November 30, 2016	December 15, 2016
December 15, 2016	December 29, 2016
December 16, 2016	January 13, 2017
January 13, 2017	January 31, 2017
January 31, 2017	February 15, 2017
February 15, 2017	February 28, 2017
February 28, 2017	March 15, 2017
March 15, 2017	March 30, 2017
March 30, 2017	April 14, 2017
April 14, 2017	April 28, 2017
April 28, 2017	May 15, 2017
May 15, 2017	May 31, 2017
May 31, 2017	June 15, 2017
June 9, 2017	June 30, 2017

If there are any questions regarding these documents and procedures, please contact our office at (510) 879-2888.

Exhibit H

Certificates of Insurance and Additional Insured Endorsement

INSERT HERE

ALTEINA-01

EBRITO

ACORD'

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/5/2016

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to

	e terms and conditions of the policy ertificate holder in lieu of such endors				endorse	ement. A sta	itement on th	nis certificate does not c	onfer	rights to the
PRODUCER License # 0757776			CONTACT Rebecca Sanchez							
HUB International Insurance Services Inc. P. O. Box 5076			PHONE (A/C, N			FAX (A/C, No):				
San	. Box 5076 Ramon, CA 94583				E-MAIL	ee cal.cpu@	Dhubintern	ational.com		
					ADDICE			RDING COVERAGE		NAIC#
			INISHIRE					38970		
INSU	RED								10855	
	Alternatives in Action, dba:	Bay .	Area	School of Enterprise:	INSURE					1.000
	dba: Home Project; dba: Ho		weel	Home .	INSURER D:					
	3666 Grand Avenue, Suite A Oakland, CA 94610				INSURER E :					
	Carland, CA 546 10				INSURE					
CO	VERAGES CER	TIFIC	CATE	NUMBER:	INTOURL			REVISION NUMBER:		
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- IN	DICATED. NOTWITHSTANDING ANY R	EQU	REM	ent. Term or conditio	N OF A	NY CONTRA	CT OR OTHER	R DOCUMENT WITH RESPE	CT TO	WHICH THIS
G F	ERTIFICATE MAY BE ISSUED OR MAY (CLUSIONS AND CONDITIONS OF SUCH	PER	TAIN, CIES	THE INSURANCE AFFOR	DED BY	THE POLIC	IES DESCRIB	ED HEREIN IS SUBJECT T	O ALL	THE TERMS,
INSR	TYPE OF INSURANCE	JADDL	SUBR	1	PEENI	POLICY EFF (MM/DD/YYYY)				
A	X COMMERCIAL GENERAL LIABILITY	INSD	WVD	POLICY NUMBER		(MM/DD/YYYY)	(MM/DD/YYYY)	LIMIT		4 000 000
• •		x		CHP700138703		06/25/2016	06/25/2017	EACH OCCURRENCE DAMAGE TO RENTED	\$	1,000,000
	CLAIMS-MADE X OCCUR	^		0111 100 100 100		3012012010	3012012017	PREMISES (Ea occurrence)	\$	100,000
			1					MED EXP (Any one person)	S	25,000
			1					PERSONAL & ADV INJURY	\$	1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER;		1					GENERAL AGGREGATE	s	2,000,000
	POLICY PRO- X LOC	i	i i					PRODUCTS - COMP/OP AGG	s	1,000,000
	OTHER: AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT	s	4 000 000
A	_			0110700400700		00/05/0040	00/05/0045	(Ea accident)	s	1,000,000
~	ANY AUTO ALL OWNED SCHEDULED		l	CHP700138703		06/25/2016	06/25/2017	BODILY INJURY (Per person)	S	
	AUTOS AUTOS NON-OWNED	ŀ				•		BODILY INJURY (Per accident) PROPERTY DAMAGE	S	
	HIRED AUTOS X NON-OWNED AUTOS							(Per accident)	\$	
	36 1000		<u> </u>						\$	
	X UMBRELLA LIAB OCCUR			01111700400700		0010510040		EACH OCCURRENCE	\$	3,000,000
Α	EXCESS LIAB CLAIMS-MADE			CHU700138703		06/25/2016	06/25/2017	AGGREGATE	\$	3,000,000
-	DED X RETENTIONS 10,000 WORKERS COMPENSATION		_					COEP OTH	s	
_	AND EMPLOYERS' LIABILITY Y/N							X PER STATUTE ER OTH-		
В	ANY PROPRIETOR/PARTNER/EXECUTIVE Y	N/A	i	ALWC711175	06/25/2016	06/25/2017	E.L. EACH ACCIDENT	\$	1,000,000	
	(Mandatory in NH) If yes, describe under							E.L. DISEASE - EA EMPLOYEE	\$	1,000,000
	DESCRIPTION OF OPERATIONS below	<u> </u>	<u> </u>					E.L. DISEASE - POLICY LIMIT	\$	1,000,000
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DES	RIPTION OF OPERATIONS / LOCATIONS / VEHIC and Unified School District is additiona	LES (/	ACORE) 101, Additional Remarks Schedu	ile, may b	e attached if moi	re space is requir	red)		
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Oakland Unified School District								CY PROVISIONS.	ae Ni	-CIAEVED IM
	Attn: Risk Management 1000 Broadway, Suite 440									
	Oakland, CA 94607				AUTHORIZED REPRESENTATIVE					
	-				\sim	tree De a)			
	1				1 Hotel	weise	eral			

Exhibit I

Statement of Qualifications

INSERT HERE



Statement of Qualifications

Founded in 1994, Alternatives in Action is a non-profit which works with East Bay youth who have leadership potential and prepares them for college, career and community involvement. Through this work, Alternatives in Action envisions generations of young adults inspired and prepared to take meaningful action that positively transforms their lives and their communities.

Alternatives in Action makes this vision come alive through a range of programs, including its charter high school, Alternatives in Action High School; its Early Childhood Education Center that also provides career training for high school youth; and comprehensive school initiatives at four sites: McClymonds High School in West Oakland, Life Academy in East Oakland, Fremont High School in East Oakland and Alternatives in Action High School in East Oakland. In total, Alternatives in Action develops the leadership potential and provides school-linked services to over 1,300 youth with another 500 children and youth benefitting from the community-based projects and events created by Alternatives in Action youth.

EXHIBIT J Agreement to Allow Distinct & Separate Employment by OUSD and AGENCY

As set forth in Paragraph 11.4 of the I	Memorandum of Understanding between AGENCY and Oakland
Unified School District ("OUSD"), this	Agreement ("Agreement") allows for the employment of the
EMPLOYEE,	, for distinct and separate employment roles with OUSD and
with AGENCY. These two employme	ent positions do not overlap in duties, hours, or control by the
respective employers, OUSD or AGE	NCY. As used in this Agreement, "Parties" means Employee, OUSD,
and AGENCY.	· · · · · · · · · · · · · · · · · · ·

- Employment Position. OUSD shall provide Employee with a written document describing the position that Employee shall perform for OUSD. AGENCY shall provide Employee with a written document describing the position that Employee shall perform for AGENCY. None of the duties performed for either employer shall interfere or conflict with their responsibilities for the other employer.
- Hours of Work. OUSD shall inform Employee of the hours of work for the OUSD employment position.
 AGENCY shall inform Employee of the hours of work for the AGENCY position. None of the work hours shall be overlapping. Employee shall not work any hours beyond the regular working hours for either OUSD or AGENCY unless express written approval is given by the Employer for whom the extra hours are being worked.
- 3. Control & Supervision OUSD Employment. During the employment position and working hours performed for OUSD, EMPLOYEE will devote their full services to OUSD and shall not engage in any work that conflicts with or compromises EMPLOYEE's best efforts to OUSD. EMPLOYEE shall be supervised by designated OUSD personnel and OUSD will provide the information, tools, and equipment necessary for such employment. OUSD shall control all aspects of the employment relationship for the work performed for OUSD. EMPLOYEE shall not use the information, tools, or equipment of OUSD in performing the work for AGENCY, without OUSD's express permission. All work product of the EMPLOYEE shall belong to the employer for whom the services were being provided at the time the work was created. AGENCY shall not have any control or supervision over EMPLOYEE during the EMPLOYEE's OUSD work hours.
- 4. Control & Supervision AGENCY Employment. During the employment position and working hours performed for AGENCY, EMPLOYEE will devote their full services to AGENCY and shall not engage in any work that conflicts with or compromises EMPLOYEE's best efforts to AGENCY. EMPLOYEE shall be supervised by designated AGENCY personnel and AGENCY will provide the information, tools, and equipment necessary for such employment. AGENCY shall control all aspects of the employment relationship for the work performed for AGENCY. EMPLOYEE shall not use the information, tools, or equipment of AGENCY in performing the work for OUSD, without AGENCY's express permission. All work product of the EMPLOYEE shall belong to the employer for whom the services were being provided at the time the work was created. OUSD shall not have any control or supervision over EMPLOYEE during the EMPLOYEE's AGENCY work hours.
- Workers Compensation Liability Insurance. As required by California and federal law, each employer shall
 maintain workers compensation liability insurance for Employee's behalf for the employment position for
 which EMPLOYEE is employed by each of them.
- 6. Wages. OUSD is separately and independently liable for all wages and benefits earned by EMPLOYEE for performance of the OUSD employment position. OUSD shall have no liability for any portion of wages and benefits earned by EMPLOYEE for performance of the AGENCY employment position, and AGENCY agrees to indemnify, defend, and hold harmless OUSD from any such claim. Similarly, AGENCY is separately and independently liable for all wages and benefits earned by EMPLOYEE for performance of the AGENCY employment position. AGENCY shall have no liability for any portion of wages and benefits earned by EMPLOYEE for performance of the OUSD employment position, and OUSD agrees to indemnify, defend, and hold harmless OUSD from any such claim.
- 7. No Joint Employer Relationship. The Parties acknowledge and agree that it is not their intent to create any joint employer relationship and, instead, each employment relationship is separate and distinct as set forth in this Agreement. Notwithstanding, EMPLOYEE understands and agrees personnel information may be exchanged between OUSD and AGENCY.
- 8. <u>Termination.</u> Subject to any applicable employment laws, any Party may terminate this Agreement or any employment relationship created under this Agreement with two weeks written notice to the other Parties.

- Litigation. This Agreement shall be performed in Oakland, California and is governed by the Laws of the State of California. The Alameda County Superior Court shall have jurisdiction over any state court litigation initiated to enforce or interpret this Agreement.
- 10. <u>Integration/Entire Agreement of Parties</u>: This Agreement and the Memorandum of Understanding between AGENCY and OUSD from which this Agreement stems, constitute the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by all Parties.
- 11. <u>Counterparts.</u> This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
- 12. <u>Signature Authority</u>. Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been given the proper authority and empowered to enter into this Agreement.
- 13. Employment Contingent on Governing Board Approval: OUSD shall not be bound by the terms of this Agreement or employment of EMPLOYEE until it has been formally approved by OUSD's Governing Board, and no payment shall be owed or made to EMPLOYEE absent formal approval. This Agreement shall be deemed to be approved when it has been signed all Parties and employment of EMPLOYEE has been approved by the Governing Board.

	-	
□ President, Boal		<u> </u>
Secretary, Board		
AGENCY		
Alter	natives	inAction
EMPLOYEE		M

OAKLAND UNIFIED SCHOOL DISTRICT



MEMO

To: Oakland Unified School District

From: Oriana Obligacion, Director of Operations & Finance

Date: August 23, 2016

RE: Fingerprinting, TB Test and IA Requirements

Alternatives in Action is responsible for fingerprinting and TB testing all of our employees working both in and outside of Oakland Unified School District. All of our employees who work at OUSD have passed fingerprint review by the Department of Justice (DOJ) and FBI and TB Testing requirements.

Alternatives in Action is willing to release any additional documentation to support evidence of proof of fingerprint passage and TB Test passage of persons working at OUSD. API numbers (from fingerprinting) will appear on all invoices submitted to OUSD.

Please let me know if you require any further information.

Warmest Regards,

Oriana Obligacion

Director of Operations & Finance

Alternatives in Action

Email: oobligacion@alternativesinaction.org

PH: (510) 285-6290 x306

SAM Search Results List of records matching your search for :

Search Term : Alternatives* In Action*
Record Status: Active

No Search Results