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# Memo

**To** Board of Education

**From** Tony Smith, Ph.D., Superintendent

**Board Meeting Date** August 25, 2010

**Subject** Memorandum of Understanding - East Bay Agency for Children (contractor)- 151/Sequoia Elementary School (site/department)

**Action Requested** Approval of a Memorandum of Understanding between Oakland Unified School District and East Bay Agency for Children. Services to be primarily provided to 151/Sequoia Elementary School for the period of July 1, 2010 through June 30, 2011.

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

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

**Discussion**  
*One paragraph summary of the scope of work.*

Approval by Board of Education of a Memorandum of Understanding between Oakland Unified School District and East Bay Agency for Children, Oakland, CA, for the latter to provide services as lead agency to provide program coordination, math intervention, homework support, student supervision and a variety of enrichment services for Sequoia Elementary School's comprehensive After School Program in the capacity of the After School Education and Safety (ASES) Grant for the period of July 1, 2010 through June 30, 2011, in an amount not to exceed \$92,552.00.

**Recommendation**

Approval by the Board of Education of a Memorandum of Understanding (MOU) between Oakland Unified School District and East Bay Agency for Children. Services to be primarily provided to 151/Sequoia Elementary School for the period July 1, 2010 through June 30, 2011.

**Fiscal Impact**

Funding Resource: 6010/After School Education and Safety (ASES) in an amount not to exceed \$92,552.00.

**Attachments**

- Memorandum of Understanding, to include Exhibits A through I
- Certificate of Insurance
- Program Schedule
- Budget Planning Worksheet

## MEMORANDUM OF UNDERSTANDING ROUTING FORM 2010-2011

### Basic Directions

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

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

### Agency Information

Agency Name	East Bay Agency for Children			Agency's Contact Person	Steve Eckert
Street Address	303 Van Buren Avenue			Title	Executive Director
City	Oakland			Telephone	(510) 268-3770
State	CA	Zip Code	94610	Email	steve@ebac.org
OUSD Vendor Number	V001647			Grade Level	1-5
Attachments	<input type="checkbox"/> Proof of general liability and workers' compensation insurance <input type="checkbox"/> Statement of qualifications <input type="checkbox"/> Program Planning Tool and Budget				

### Compensation and Terms – Must be within OUSD Billing Guidelines

Anticipated Start Date	07/01/10	Date work will end	06/30/11	Total Contract Amount	<b>\$92,552.00</b>
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### Budget Information

Resource #	Resource Name	Org Key #	Object Code	Amount	Req. #
6010	ASES	1511553401	5825	<b>\$92,552.00</b>	R0100214
			5825	\$	
			5825	\$	
			5825	\$	

### OUSD Contract Originator Information

Name of OUSD Contact	Kyla Johnson-Trammel	Email	<a href="mailto:kyla.johnson@ousd.k12.ca.us">kyla.johnson@ousd.k12.ca.us</a>		
Telephone	(510) 531-6696	Fax	(510) 531-6611		
Site/Dept. Name	151/Sequoia Elementary	After School Program Enrollment Grades	1	through	5

### Approval and Routing (in order of approval steps)

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

Please sign under the appropriate column.	Approved	Denied – Reason	Date
1. Site Administrator	<i>[Signature]</i> (yes)		5/24/10
2. Oakland After School Programs Office	<i>[Signature]</i>		6/3/10
3. Network or Executive Officer	<i>[Signature]</i>		6/16/10
4. Cabinet (CAO, CCO, CFO, CSO, Asst Sup)	<i>[Signature]</i>		8/2/10
5. Board of Education or Superintendent	<i>[Signature]</i>		
Procurement	Date Received		

**Memorandum of Understanding 2010-2011**  
**Between Oakland Unified School District and East Bay Agency for Children**

1. **Intent.** This Memorandum of Understanding ("MOU") establishes the Oakland Unified School District's ("OUSD") intent to contract with the East Bay Agency for Children (hereinafter "AGENCY") to serve as the lead agency to provide after-school educational programs and to serve a sufficient number of students and run services for a sufficient number of days to earn the core grant allocation of funding at 151/Sequoia Elementary School under the following federal, state, and local grants:

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

2. **Term of MOU.** The term of this MOU shall be July 1, 2010 to June 30, 2011 and may be extended by written agreement of both parties.

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

4. **Compensation.** The ASEP and 21<sup>st</sup> CCLC grant award amount for 151/Sequoia Elementary School is \$92,552.00. AGENCY shall be entitled to compensation from these funds in accordance with the following terms and conditions:

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

4.2. **Positive Attendance.** Payment for services rendered related to the ASEP and 21<sup>st</sup> CCLC grants shall be based on actual student attendance rates (\$7.50 a day per student), not estimates, as those programs are "positive attendance based." OUSD reserves the right to modify the annual core allocation based on reported attendance. In the event that payments made to AGENCY exceed the reported attendance for the Core grant, the AGENCY will return payments to OUSD at the rate of \$7.50 a day per student. Documentation of attendance must be submitted through the OUSD/OFCY attendance systems in order for invoices for payment of services for the ASEP and 21<sup>st</sup> CCLC grants to be processed. Exhibit A (Attendance Reporting Schedule 2010-2011")

4.2.1. **Reconciliation Process for Positive Attendance Based Grant Funds.** OUSD will adjust the payment of the "positive attendance based" grants based on quarterly review of monthly invoices and attendance for services rendered related to the ASEP, 21<sup>ST</sup> 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 charges, as outlined in section 4.3, from any grant amounts earned through attendance (OUSD indirect and Oakland SUCCESS administrative fees).

**4.3. OUSD Administrative Fees.** OUSD shall charge and withhold an 11% administrative fee from the overall ASEP grant award. OUSD shall charge and withhold a 13% administrative fee from the overall 21<sup>st</sup> Century grant award.

**4.4. AGENCY Administrative Fees.** AGENCY understands and agrees that it may not charge more than 4% of the total contract amount as administrative fees and that its administrative fees must be set at an appropriate dollar amount to keep the ASEP and 21<sup>st</sup> Century grants within the grant-mandated allowable 15% for total indirect/administrative costs.

**4.5. Program Budget.** Due to result-based budgeting, the grant will remain as part of the site budget. Funds will be encumbered from the site budget on behalf of AGENCY for the school year 2010-2011 and will not exceed \$92,552.00 in accordance with Exhibit B. **Exhibit B** ("ASEP/21<sup>st</sup> CCLC Planning Tool/Comprehensive After School Program Budget for AGENCY 2010-11").

**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.

**5. Scope of Work.** AGENCY will serve as lead agency at 151/Sequoia Elementary School, will be responsible for operations and management of the ASEP, 21<sup>st</sup> CCLC and OFCY grants contracted to AGENCY by OUSD for fiscal year 2010-2011. This shall include the following required activities:

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

**5.1.1. Alignment with Single Plan for Student Achievement (SPSA).** AGENCY will ensure that the after school program aligns with OUSD and 151/Sequoia Elementary School and objectives to ensure the success as students as articulated in the School's Single Plan for Student Achievement (SPSA). AGENCY will work in partnership with the school principal to ensure that the program components are aligned with and complement OUSD standards and school site curriculum.

**5.2. Oversight.** AGENCY will provide oversight, fiscal management, payroll services, technical assistance, and facilitating collaboration with other service providers. Agency must ensure compliance with ASEP and 21<sup>st</sup> CCLC funding guideline requirements and follow OUSD after

school policies and procedures. This includes compliance with OUSD staffing requirements and policies including No Child Left Behind and other legislative mandates.

**5.3. Enrollment.** AGENCY will enroll 1 through 5 grade students at 151/Sequoia Elementary School, to serve sufficient number of students and run services for a sufficient number of days to earn the full core grant allocation of funding.

#### **5.4. Program Requirements**

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

**5.4.2. Program Days.** The program shall be offered a minimum of 177 - 180 days during the 2010 – 2011 school year. AGENCY will close the ASEP and 21<sup>st</sup> CCLC program no more than a maximum of 3 days in the 2010-11 school year for staff professional development, as permitted by Education Code.

**5.4.3. Program Components.** AGENCY agrees to provide programming that supports the guidelines as outlined in the ASEP and 21st CCLC grants for students at 151/Sequoia Elementary School. AGENCY acknowledges and agrees to provide programming consistent with grant guidelines including, but not limited to:

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

**5.4.4. Staff Ratio.** The staff to youth ratio shall not exceed 1:20.

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

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

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

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

**5.5.3. Use of Enrollment Packet.** AGENCY will use OUSD Oakland SUCCESS After School Program Parent Permission and Student Information enrollment packet, including early East Bay Agency for Children - 151/Sequoia Elementary School

release waiver, for all after school participants. (**Exhibit C**) AGENCY will seek Oakland SUCCESS approval 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. Participate in meetings facilitated by OUSD/Oakland SUCCESS office to address program success, areas of concern and for general troubleshooting.

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

- Administration, faculty, and staff of 151/Sequoia Elementary School
- Oakland SUCCESS office
- OUSD central administration departments
- Parents/Guardians
- Youth
- Community organizations and public agencies

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

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

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

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

**6.1.1.** a full description of the trip and scheduled activities

**6.1.2.** student/adult participant health information

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

- 6.2. After school program staff or subcontractors leading trip must have a written list of students attending trip.
- 6.3. No student shall be prevented from making a trip due to lack of sufficient funds.
- 6.4. After school program staff or subcontractors leading trip shall have a sufficient first aid kit in his or her possession or immediately available. If the trip is conducted in areas known to be infested with poisonous snakes, this first aid kit shall contain medically accepted snakebite remedies.
- 6.5. **Health Conditions/Medication:** Trip participant health information will be gathered and reviewed in advance of trip and any needed revisions to supervision plan made, including making sure that chaperones understand relevant information (eg food allergies). A plan will be developed to collect, secure, and dispense prescription medications from their original containers only and consistent with physician's instructions.

**6.6. Supervision**

- 6.6.1. AGENCY Executive Director must review and approve supervision plan.
- 6.6.2. Trip as structured is appropriate to age, grade level and course of study.
- 6.6.3. Chaperones are all AGENCY employees or subcontractors, parent(s)/guardian(s), or other authorized chaperones and are 21 or older. After School Program Coordinator and lead trip staff are satisfied that all chaperones are willing and able to perform required duties, including understanding and implementing instructions, understanding health information for students in their group, and responding effectively in the event of an emergency. Trip attendees shall be limited to assigned school or early childhood education or after school program staff, students and authorized chaperones. Guests, including but not limited to friends and other family members, are strictly prohibited absent prior written approval of the after school program coordinator or AGENCY executive director. Before the trip, after school program staff leading trip shall provide any adult chaperones who may accompany the students with clear information regarding their responsibilities. Chaperones shall be assigned a prescribed group of students and shall be responsible for the continuous monitoring of these students' activities. Chaperones shall not consume alcoholic beverages or be under the influence of controlled substances while accompanying and supervising students on a trip.
- 6.6.4. When a trip is made to a place of business or industry, staff shall arrange for an employee of the host company to serve as conductor.
- 6.6.5. Adult:Student Ratio is at least 1:10 or higher if swimming or wading or high risk trip. If the trip involves water activities, this ratio shall be revised to ensure closer supervision of elementary grade or younger students, appropriate to their ages. The ratio of adults to students on field trips and excursions shall be reasonable under the circumstances.
- 6.6.6. Safety requirements have been met (eg: current First aid/CPR training of at least one chaperone, first aid kits, emergency contact and health info, instructions for chaperones, staff and chaperones have cell phones which are charged and available for communication).
- 6.7. **Transportation Requirements:** The after school program or subcontractors shall ensure compliance with all state laws and may transport by the use of its own equipment, contract to provide transportation or arrange transportation by the use of other equipment to enrolled after school participants provided that: (A) parent/guardians' written permission has been obtained in advance; (B) After School Program Coordinator has confirmed that: transportation arrangements are safe and appropriate; (C) all drivers have valid California driver's license; (D) all drivers have

received fingerprint clearance; (E) provided that such transport is covered under driver or registered owner's personal automobile insurance or AGENCY automobile liability insurance policy for at least \$100,000 per individual and \$300,000 per occurrence for liability for bodily injury; and \$50,000 per occurrence for liability for property damage; (F) all drivers and registered owners of private or rented vehicles used shall complete and sign declaration of driver forms assuring that: (i) the driver is at least 21 years of age and holds a current valid California driver's license; (ii) the driver has not been convicted of reckless driving or driving under the influence of drugs or alcohol within the past five years; and (iii) the driver provides proof of sufficient insurance; (G) if after school program arranges and/or contracts with a third party to provide this transportation, the organization or company with whom they contract must be licensed as a transportation provider, be certified to transport students (e.g., School Pupil Activity Bus certification) and have at least \$5,000,000 automobile and \$1,000,000 General Liability insurance; (H) arrangements have been made for additional vehicle for use in event of illness or emergency; and (I) students receive instruction in safe conduct on bus or other transport; and (J) drivers shall receive safety and emergency instructions and information which shall be kept in their vehicle, including health and emergency information for each student riding in his/her vehicle.

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

**6.9.** Vendor is licensed to provide all proposed activities.

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

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

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

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

**6.11.1. Definition of High Risk Activities**

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

- Amusement Parks
- Interscholastic Athletic Activities
- Bicycle riding
- Circus Arts
- Hiking (Moderate to rigorous terrain or length) vs short nature "walks"
- Hang gliding
- Horseback riding
- Ice Skating
- In-line or Roller Skating
- Rock climbing, climbing walls
- Skateboarding or use of non-motorized scooters
- Snow sports of any kind



- Trampoline; Jumpers
- Motorcycling
- Rodeo
- Target Shooting
- Water Activities including but not limited to: swimming, snorkeling, scuba diving, sailing, boating, kayaking, river rafting, water slides, water skiing etc.
- Outdoor active, experiential programs (Ropes course, pulley, etc.)
- Other activities determined by the school principal to have a high risk to student safety

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

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

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

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

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

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

**6.11.6. Vendor Proof of Insurance:** After school coordinator has obtained proof of insurance from all private vendors including:

- Facility
- Program

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

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

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

### **6.12.3. Swimming Activities**

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

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

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

AGENCY agrees to hold harmless, defend and indemnify OUSD, its officers, employees, volunteers and agents from all claims and actions resulting therefrom.

- 7. Financial Records.** AGENCY agrees and understands that OUSD is responsible for fiduciary and programmatic oversight for the expenditure of the ASEP and 21st CCLC grant funds contracted to AGENCY by OUSD for fiscal year 2010-2011. AGENCY will function as a sub recipient of funding and as such will follow all required fiscal guidelines and meet outlined standards as referenced in applicable Federal and State sub recipient guidelines. AGENCY will ensure that all contracted funds of this MOU are expended as per grant guidelines.

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

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

## **8. Invoicing**

**8.1. Billing Structure.** AGENCY may divide the total amount of the MOU and bill OUSD by the number of months of the total Term of this MOU, and bill monthly for that portion of the period covered by the MOU. Billing details must be provided upon request to OUSD to ensure compliance with related sub recipient and grant guidelines.

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

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

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

**8.5. Submission of Invoices for ASEP and 21<sup>st</sup> Century Grants.** For services rendered related to the ASEP and 21st CCLC grants, OUSD shall pay AGENCY, on a monthly basis, for appropriately documented expenses related to the ASEP and 21ST CCLC grants, with a cumulative total for 2010-11 not to exceed \$92,552.00 in accordance with the attached Exhibits to this Memorandum. Invoices for payment of services shall be submitted by the 10<sup>th</sup> of each month to the Oakland SUCCESS 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 established deadlines in this section of the MOU and invoices are submitted in accordance with the requirements set forth herein.

- 9. Ownership of Documents.** AGENCY agrees that, pursuant to California law, it shall maintain program and fiscal documentation for the ASEP and 21<sup>st</sup> CCLC programs for a minimum of five years. All documents created by AGENCY pursuant to this MOU, including but not limited to reports, designs, schedules, registration packets, early release waivers, and other materials prepared, or in the process of

being prepared, for the services to be performed by AGENCY, are and shall be at the time of creation and thereafter the property of OUSD, with all intellectual property rights therein vested in OUSD at the time of creation. OUSD shall be entitled to access to and copies of these materials during the progress of the work. Any such materials in the hands of AGENCY or in the hands of any subcontractor upon completion or termination of the work shall be immediately delivered to OUSD. If any materials are lost, damaged or destroyed before final delivery to OUSD, AGENCY shall replace them at its own expense and AGENCY hereby assumes all risks of loss, damage or destruction of or to such materials. AGENCY may retain a copy of all materials produced under this MOU for its use in its general business activities.

## **10. Changes**

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

**10.2. Changing Legislation.** AGENCY understands that changes in Federal, or state legislation or District policy may impact funding levels, grant requirements, and responsibilities of AGENCY during an academic school year. This MOU may be amended during the 2010-11 fiscal year to reflect additional changes resulting from such legislation.

## **11. Conduct of Consultant**

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

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

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

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

**11.2.3. Minimum Qualifications.** AGENCY staff and agents who directly supervise students and are included in the 1:20 staff to student ratio must meet the following minimum qualifications for an instructional aide: a high school diploma or its equivalency and one of the following:

East Bay Agency for Children - 151/Sequoia Elementary School

(a) an AA degree; or completion of 48 semester units in college; or (b) successful completion of the Instructional Assistant exam, administered by the Alameda County Office of Education.

**11.3. Removal of Staff.** In the event that OUSD, in its sole discretion, at any time during the term of this MOU, desires the removal of any AGENCY related persons, employee, representative or agent from OUSD school site or property, AGENCY shall immediately upon receiving notice from OUSD of such desire, cause the removal of such person or persons.

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

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

**11.6. Anti-Discrimination.** Consistent with the policy of OUSD in connection with all work performed under Contracts, AGENCY shall not engage in unlawful discrimination in employment on the basis of actual or perceived race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex or sexual orientation. AGENCY agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and OUSD policy. In addition, AGENCY agrees to require like compliance by all its subcontractor(s).

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

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

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

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

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

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

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

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

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

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

**OAKLAND UNIFIED SCHOOL DISTRICT**

☒ President, Board of Education

☐ Superintendent

Secretary,  
Board of Education

Jane Nicholson, Executive Officer  
Complementary Learning

Principal,  
151/Sequoia

Network Executive Officer

**AGENCY**

Agency Director Signature

Steve Eckert, Executive Director  
Print Name, Title

**Attachments:**

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

File ID Number: 10-1796  
Introduction Date: 8-16-10  
Enactment Number: 10-1564  
Enactment Date: 8-25-10  
By: 92

East Bay Agency for Children - 151/Sequoia Elementary School

Exhibit A

Attendance Reporting Schedule

<b>Oakland Unified School District After School Programs Attendance Reporting Schedule</b>	
<b>Monthly Attendance Period</b>	<b>Deadline to Input Attendance Data into Cityspan</b>
July 1 – August 30, 2010	September 7, 2010
September 1-30, 2010	October 4, 2010
October 1-30, 2010	November 1, 2010
November 1-30, 2010	December 6, 2010
December 1-31, 2010	January 3, 2011
January 1-31, 2011	February 8, 2011
February 1-28, 2011	March 7, 2011
March 1-31, 2011	April 4, 2011
April 1-30, 2011	May 2, 2011
May 1-31, 2011	June 6, 2011
June 1-30, 2011	June 30, 2011

Exhibit B

Planning Tool / Comprehensive After School Program Budget

*(Template distributed separately)*

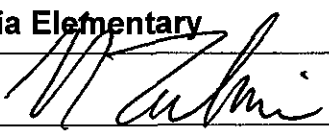
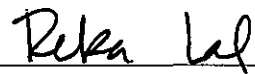
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**OUSD Oakland SUCCESS After School Programs**  
**Comprehensive After School Program Plan**  
**Elementary & Middle Schools**  
**2010 - 2011**

**PART A**

**SECTION 1: School Site Information**

School Site: <b>Sequoia Elementary</b>	Date: <b>5/10/10</b>
Principal Signature: 	Lead Agency Signature: 
After School Coordinator Name (if known at this time): <b>Amara Lisy (Program Coordinator) Reka Lal (Program Director)</b>	

**SECTION 2: After School Program Vision and Goals**

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

The vision of the after school program is: Every Sequoia Healthy Start student's spark will be kindled, nurtured and encouraged to radiate. SHS exposes students to a variety of academic and enrichment activities, carried out in a safe and supportive environment. We encourage students to use their voice, build their character and connect with their communities. The goal of the academic support component is to create an environment where students have fun writing and see themselves as successful writers. Writing is an area of focus during the school-day. We also promote student academic success through skill building and homework support. The goal of our enrichment component is to expose students to a variety of classes, opportunities and to support their individual interests. Our enrichment activities supplement the academic classes and encourage creativity, social skills, team work, leadership, character building, and conflict resolution.

The Sequoia Healthy Start academic and enrichment components fit with the larger school mission. Sequoia school strives to stimulate student minds by providing meaningful academic and enrichment educational experiences in a rich multicultural environment so that students learn vital basic, critical thinking, problem-solving and interpersonal skills to prepare students for a global society.

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

1. To support students' academic work. Students are divided up by grade for the academic component of the program. Individual academic instructors meet monthly with the school-day staff to ensure proper alignment. Instructors also meet twice a month with an academic liaison in order to stay aligned with state content standards.
2. To enhance student's meaningful learning experiences by providing enrichment activities and allowing students to excel in

areas outside of academics.

3. To provide safe and positive activities for students after school. Students create positive relationships with their peers as well as with caring adults.
4. To increase student attendance in school. The after school program allows students to find something that they are good at or enjoy which helps them want to come to school.

### **Section 3: Target Population and Recruitment Plan**

Please describe your targeted student populations (e.g. FBB, BB, ELL's, grade levels, etc.)

- Students with Academic need
- Title I students
- Students needing to be engaged in learning
- Students in need of social and emotional support
- We look at all student data with our academic liaison and academic staff via edusoft

How will the school identify and recruit students for the after school program beginning in Spring 2010? How will families be notified of enrollment prior to the start of the 2010-11 school year? Which parties will be responsible for the identification and recruitment of students?

Program recruitment at Sequoia Healthy Start has typically never been an issue. Enrollment for this school year (2009-2010) has been full since the first day of school and continues to have a waiting list. All students in grades 1-5 are given an opportunity to turn in an application for the program. Recruitment techniques include: teacher referrals, advertisements in the school newsletter, postings on the school website and yahoo group, and presentations at school events and meetings. SHS will set enrollment percentages for each of the categories listed above. We will accept applications and fill the program slots using our percentages as guidelines. Students not accepted into the program will automatically be placed on the waiting list. All families are notified immediately by phone and mail if they are enrolled or placed on our waiting list. Enrollment for the 2010-2011 school year will be filled by the end of the 2009-2010 school year.

### **Section 4: Program Model and Lead Agency Selection**

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

For 2010-2011, my site selects:

- ☒ Coordinated partnership
- ☐ Blended/Hybrid
- ☐ Extended School Day

### **Description and Rationale for selection of Lead Agency**

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

program, site is considered to be the Lead Agency.)

For over 50 years, The East Bay Agency for Children (EBAC) has provided a growing array of treatment, early intervention and prevention programs for at-risk, abused and emotionally troubled children. EBAC offers three types of programs for low income and at-risk children. The programs include: 1) *Intensive Day Treatment Programs* that provide individualized counseling and educational services in partnership with local public schools, for children and youth who suffer from serious emotional disturbances; 2) *School and Community –Based Prevention Programs* that develop and implement community-based collaborative outreach programs; and 3) *Circle of Care* that helps families cope with loss, serious illness and trauma by providing individual and group counseling, in-home assistance and community crises intervention.

EBAC has been managing the after school program at Sequoia Elementary for the past ten years. The partnership between Sequoia Elementary and EBAC has been a strong and productive one. We both share the same goals and each year work on becoming more and more aligned with one another.

## SECTION 5: Academics

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

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

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

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

	Target Popula- tion	Academic Support (choose one)	SPSA goal(s) or school need supported by activity	Measurable Objective/ Target	Description of program	Instructional Strategies
1	Students in grades 1-5	<input type="checkbox"/> Homework Support <input type="checkbox"/> Tutoring <input type="checkbox"/> Skill Building <input checked="" type="checkbox"/> Academic Intervntn <input type="checkbox"/> Other	Students in grades 1-5 will master written and oral English Language, conventions and writing strategies	CST scores: 10% increase in ELA scores	Writing Intervention	<ul style="list-style-type: none"> <li>▪ Project-based learning</li> <li>▪ Guided/shared writing</li> <li>▪ Small/whole group</li> <li>▪ Use of technology</li> <li>▪ One-on-one</li> <li>▪ Modeling</li> <li>▪ Peer response</li> <li>▪ Learning centers</li> <li>▪ Games (writing and reading)</li> </ul>
2	Students in grades 1-5	<input type="checkbox"/> Homework Support <input type="checkbox"/> Tutoring <input checked="" type="checkbox"/> Skill Building <input type="checkbox"/> Academic Intervntn	Support below grade level students in reaching key grade	CST scores: 10% increase in ELA & Math scores	Skill Building	<ul style="list-style-type: none"> <li>▪ Project-based learning</li> <li>▪ Guided/shared writing</li> <li>▪ Small/whole group</li> <li>▪ Use of technology</li> </ul>

		<input type="checkbox"/> Other	level Math and ELA standards			<ul style="list-style-type: none"> <li>▪ One-on-one</li> <li>▪ Teacher modeling</li> <li>▪ Peer response</li> <li>▪ Learning centers</li> <li>▪ Games</li> </ul>
3	Students in grades 1-5	<input checked="" type="checkbox"/> Homework Support <input type="checkbox"/> Tutoring <input type="checkbox"/> Skill Building <input type="checkbox"/> Academic Intervntn <input type="checkbox"/> Other	Support below grade level students in reaching key grade level Math and ELA standards	Teacher surveys on homework completion	Homework Help	<ul style="list-style-type: none"> <li>▪ Buddy support</li> <li>▪ Mentoring</li> <li>▪ Small/whole group</li> <li>▪ One-on-one</li> <li>▪ Modeling</li> <li>▪ Games</li> <li>▪ Flexible grouping</li> </ul>

## SECTION 6: ENRICHMENT & PHYSICAL ACTIVITY/RECREATION

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

Type of Enrichment	Rationale	SPSA goal(s) or school need supported by activity	Brief Description	Targeted Skills	Measurable Objective / Target
Boy's Recreation	<input checked="" type="checkbox"/> Student Identified <input checked="" type="checkbox"/> School Identified <input checked="" type="checkbox"/> Parent Identified <input type="checkbox"/> Other (specify)	Health and Wellness: Physical Activity	Students participate in team sports such as basketball and kickball, while working to develop leadership and community-building skills through games and role-playing situations that teach group management and conflict resolution.	<input checked="" type="checkbox"/> Conflict Resolution <input checked="" type="checkbox"/> Social Skills <input checked="" type="checkbox"/> Leadership <input type="checkbox"/> Academic (specify) <input checked="" type="checkbox"/> Health/Fitness <input type="checkbox"/> Other (specify)	<ul style="list-style-type: none"> <li>▪ Student attendance</li> <li>▪ Student and parent satisfaction</li> </ul>
Girl's Recreation	<input checked="" type="checkbox"/> Student Identified <input checked="" type="checkbox"/> School Identified <input type="checkbox"/> Parent Identified <input type="checkbox"/> Other (specify)	Health and Wellness: Physical Activity	Students participate in team sports such as basketball and kickball, while working to develop leadership and community-building skills through games and role-playing situations that teach group management	<input checked="" type="checkbox"/> Conflict Resolution <input checked="" type="checkbox"/> Social Skills <input checked="" type="checkbox"/> Leadership <input type="checkbox"/> Academic (specify) <input checked="" type="checkbox"/> Health/Fitness <input type="checkbox"/> Other (specify)	<ul style="list-style-type: none"> <li>▪ Student attendance</li> <li>▪ Student and parent satisfaction</li> </ul>

			and conflict resolution.		
<b>Gardening</b>	<input checked="" type="checkbox"/> Student Identified <input checked="" type="checkbox"/> School Identified <input checked="" type="checkbox"/> Parent Identified <input type="checkbox"/> Other (specify)	Health and Wellness: Physical Activity	Students get hands on experience working in the garden, learning healthy nutritional habits, planting, composting and sustainable agricultures.	<input type="checkbox"/> Conflict Resolution <input checked="" type="checkbox"/> Social Skills <input type="checkbox"/> Leadership <input checked="" type="checkbox"/> Academic (specify) <input checked="" type="checkbox"/> Health/Fitness <input type="checkbox"/> Other (specify)	<ul style="list-style-type: none"> <li>▪ Student attendance</li> <li>▪ Student and parent satisfaction</li> </ul>
<b>Arts &amp; Crafts</b>	<input checked="" type="checkbox"/> Student Identified <input checked="" type="checkbox"/> School Identified <input type="checkbox"/> Parent Identified <input type="checkbox"/> Other (specify)	Visual and Performing Arts	Students explore their creativity through various arts and crafts projects by using assorted art mediums.	<input type="checkbox"/> Conflict Resolution <input checked="" type="checkbox"/> Social Skills <input type="checkbox"/> Leadership <input checked="" type="checkbox"/> Academic (specify) <input type="checkbox"/> Health/Fitness <input checked="" type="checkbox"/> Other: Creative Arts	<ul style="list-style-type: none"> <li>▪ Student attendance</li> <li>▪ Student and parent satisfaction</li> </ul>
<b>Legos</b>	<input checked="" type="checkbox"/> Student Identified <input checked="" type="checkbox"/> School Identified <input type="checkbox"/> Parent Identified <input type="checkbox"/> Other (specify)	Visual and Performing Arts	Students focus on creating Lego structures by reading detailed diagrams. Legos helps develop student's fine motor skills and critical thinking skills.	<input type="checkbox"/> Conflict Resolution <input checked="" type="checkbox"/> Social Skills <input type="checkbox"/> Leadership <input checked="" type="checkbox"/> Academic (specify) <input checked="" type="checkbox"/> Health/Fitness: Fine Motor Skills <input checked="" type="checkbox"/> Other: Creative Arts	<ul style="list-style-type: none"> <li>▪ Student attendance</li> <li>▪ Student and parent satisfaction</li> </ul>
<b>Service Learning</b>	<input type="checkbox"/> Student Identified <input checked="" type="checkbox"/> School Identified <input checked="" type="checkbox"/> Parent Identified <input type="checkbox"/> Other (specify)	Increased Student Engagement	Students generate service projects that benefit their community and learn that through the power of community and team-work they can make this a better place.	<input checked="" type="checkbox"/> Conflict Resolution <input checked="" type="checkbox"/> Social Skills <input checked="" type="checkbox"/> Leadership <input checked="" type="checkbox"/> Academic (specify) <input type="checkbox"/> Health/Fitness <input checked="" type="checkbox"/> Other: Community	<ul style="list-style-type: none"> <li>▪ Student attendance</li> <li>▪ Student and parent satisfaction</li> </ul>
<b>Eco-Art</b>	<input checked="" type="checkbox"/> Student Identified <input checked="" type="checkbox"/> School Identified <input type="checkbox"/> Parent Identified <input type="checkbox"/> Other (specify)	Visual and Performing Arts	Students gain an appreciation of their own creativity and that of their peers while learning how to create art from used materials. Students see the potential of art production with objects that people have already consumed.	<input checked="" type="checkbox"/> Conflict Resolution <input checked="" type="checkbox"/> Social Skills <input type="checkbox"/> Leadership <input checked="" type="checkbox"/> Academic: Ecology <input type="checkbox"/> Health/Fitness <input checked="" type="checkbox"/> Other: Creative Arts & Community	<ul style="list-style-type: none"> <li>▪ Student attendance</li> <li>▪ Student and parent satisfaction</li> </ul>
<b>Science</b>	<input type="checkbox"/> Student Identified <input checked="" type="checkbox"/> School Identified <input checked="" type="checkbox"/> Parent Identified <input type="checkbox"/> Other (specify)	Academic Achievement	Students learn everyday science through small scale experiments.	<input type="checkbox"/> Conflict Resolution <input checked="" type="checkbox"/> Social Skills <input type="checkbox"/> Leadership <input checked="" type="checkbox"/> Academic: Science <input type="checkbox"/> Health/Fitness	<ul style="list-style-type: none"> <li>▪ Student attendance</li> <li>▪ Student and parent satisfaction</li> </ul>

				<input type="checkbox"/> <b>Other (specify)</b>	
<b>Cooking and Nutrition</b>	<b>X Student Identified</b> <b>X School Identified</b> <b>X Parent Identified</b> <input type="checkbox"/> <b>Other (specify)</b>	Health and Wellness: Physical Activity	Students focus on learning the nutritional value of the foods they eat. Students cook and learn how to make healthy snack options.	<input type="checkbox"/> <b>Conflict Resolution</b> <b>X Social Skills</b> <input type="checkbox"/> <b>Leadership</b> <b>X Academic: Nutrition</b> <b>X Health/Fitness</b> <input type="checkbox"/> <b>Other (specify)</b>	<ul style="list-style-type: none"> <li>▪ Student attendance</li> <li>▪ Student and parent satisfaction</li> </ul>
<b>Needle Crafts</b>	<b>X Student Identified</b> <b>X School Identified</b> <input type="checkbox"/> <b>Parent Identified</b> <input type="checkbox"/> <b>Other (specify)</b>	Visual and Performing Arts	Students learn various stitching techniques and are able to use their imaginations to produce tangible and usable art objects. Students refine their fine motor skills as well as learn how to follow detailed directions.	<input type="checkbox"/> <b>Conflict Resolution</b> <b>X Social Skills</b> <b>X Leadership</b> <input type="checkbox"/> <b>Academic (specify)</b> <b>X Health/Fitness: Fine motor skills</b> <b>X Other: Creative Arts</b>	<ul style="list-style-type: none"> <li>▪ Student attendance</li> <li>▪ Student and parent satisfaction</li> </ul>
<b>Life Skills</b>	<input type="checkbox"/> <b>Student Identified</b> <b>X School Identified</b> <b>X Parent Identified</b> <input type="checkbox"/> <b>Other (specify)</b>	Increased Student Engagement	Students get the opportunity to talk openly about how they feel about various topics in a safe and secure setting.	<b>X Conflict Resolution</b> <b>X Social Skills</b> <b>X Leadership</b> <input type="checkbox"/> <b>Academic (specify)</b> <b>X Health/Fitness</b> <input type="checkbox"/> <b>Other (specify)</b>	<ul style="list-style-type: none"> <li>▪ Student attendance</li> <li>▪ Student and parent satisfaction</li> </ul>

## Section 7: FAMILY ENGAGEMENT / FAMILY LITERACY

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

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

Type of Activity	SPSA goal(s) or school need supported by activity	Brief Description	Measurable Objective/Target	Alignment with school day family engagement efforts or resources
<b>Family Workshops</b>	Parent Engagement and Involvement	Family Workshops help support and strengthen our families by increasing parents' knowledge and capacity in areas such as health and nutrition, finance,	Parents will increase their knowledge in the specified workshop topic areas.	Supports school-day by filling a gap of service.

		time management, etc.		
<b>Family Events (Showcases and Potlucks)</b>	Parent Engagement and Involvement	Family events are hosted throughout the year to bring families together to celebrate our students' achievements.	Families will feel more connected to the school.	Supports school-day by filling a gap of service.
<b>SECTION 8 ATTENDANCE AND PROGRAM DATES</b> 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 <i>on every regular school day.</i> (EC 8483)				
Required # of Program Days your program will operate during School Year 2010-2011:				<b>177 days required*</b>
Projected Daily Attendance during School Year 2010-2011:				<b>85</b>

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

**2010-11 Assurances for Grant Compliance and After School Alignment with School Day****School: Sequoia Elementary****Lead Agency Partner: East Bay Agency for Children**

*Principal and Lead Agency representative (ie. Program Director and/or Site Coordinator) will review and discuss each assurance below, and initial next to each item to signify agreement.*

*Attached separately are the following documents referenced below: 1) Grant Assurances signed by OUSD Superintendent, 2) After School MOU template, and 3) Revised Academic Liaison Role Description.*

Principal initials	Lead Agency initials	2010 – 11 Assurances for Grant Compliance and After School Alignment with School Day
RF	RF	Site Administrator and Lead Agency Director/Site Coordinator have reviewed the CA Dept of Education's ASES and/or 21 <sup>st</sup> Century Grant Assurances, and understand mandated grant compliance elements.
RF	RF	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.
RF	RF	Site Administrator will meet regularly with Site Coordinator to ensure program is meeting identified goals.
RF	RF	Site will share student outcome data to better refine program (EduSoft, Report Cards, IEP's, etc.).
RF	RF	Site Administrator and lead agency rep/site coordinator have reviewed the revised Academic Liaison role description. Site will identify a certificated, qualified individual to serve as the program's Academic Liaison and to fulfill all responsibilities outlined in the revised role description.
RF	RF	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.
RF	RF	Site will invite Site Coordinator to participate on SSC, COST, and SST to ensure coordination of services.
RF	RF	Site will coordinate the use of facilities and site level resources.
RF	RF	Site will provide Site Coordinator with office space that includes access to internet and phone.



After School Safety and Emergency Planning for 2010-11

School: Sequoia Elementary

Lead Agency Partner: East Bay Agency for Children

**After School Safety and Emergency Planning**

A) Will the site have an Emergency Plan that incorporates the After School Program?

☒ Yes ☐ No

If no, explain after school plans to ensure student and staff safety should an incident of violence or other crisis/emergency occur on or near the school campus during after school hours:

B) Describe the training that site will provide after school staff on safety procedures, including lockdown procedures and communication protocols for crisis response.

**School site will train site coordinator on all safety procedures, including lockdown procedures and communication protocols. Site Coordinator will then train all after school program staff at the beginning of the school year. All emergency procedures are also written in afterschool program instructor manuals.**

C) Principal and Site Coordinator have reviewed the *OUSD After School Emergency/Crisis 1st Level Response Notification Protocol*.

☒ Yes ☐ No

**Facility Keys**

Will the After School Program have access to facility keys for all areas where after school programming occurs?

☒ Yes ☐ No

If no, indicate how the school campus will be secured if crisis should occur during after school hours and if lockdown is necessary:

**SSO Staffing: (check one)**

☐ Site has a school day SSO who can accommodate after school related work as part of their regular salary.

☐ Site will pay Extended time/Over time (ET/OT) to accommodate an after school SSO.

☒ Site does not need an SSO.

Principal Signature: \_\_\_\_\_

Date: 4/2/2010

Lead Agency Signature: \_\_\_\_\_

Date: 4/2/2010

**OUSD After School Programs**  
**Enrollment Policy for ASES/21<sup>st</sup> Century After School Program at**  
**Sequoia Elementary School**

OUSD has established district-wide guidelines for Target Population and Enrollment in ASES and 21<sup>st</sup> Century After School Programs. Within these guidelines, each school will create a site-specific After School Enrollment Policy utilizing the template below. This enrollment policy must be made public to the school community through the following methods:

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

**Target Population:** (List in order of priority, and specify data that will be reviewed for student selection)

Target Population(s)	Specific Data to Inform Selection of Program Participants	(High School Only) Indicate if participation is <i>Optional</i> or <i>Mandatory</i> for each target population
Students in need of additional academic support	Student CST scores and teacher referrals	N/A
Title 1 Students	Students who are receiving FRL	N/A
Students in need of being engaged in learning.	Teacher referrals and parent/caregiver feedback	N/A
Students in need of social and emotional support	Teacher and counselor referrals	N/A
Students with siblings already enrolled in program based on above criteria.		N/A

**Notes:**

- Successful after school programs are heterogeneous and include several target populations.
- Sites cannot utilize a first come-first serve process for enrolling students. The ASES and 21<sup>st</sup> Century grant legislation requires that sites establish priorities for program participation.
- CDE and OUSD recommend that after school programs focus on closing the achievement gap by serving a variety of students with academic and other needs.
- If space remains in the program after priority students fill slots, other students must be allowed access to the program, according to grant legislation.
- Program must enroll adequate numbers of students to meet CDE attendance targets.

**Enrollment Process and Timeline:**

Timeline	After School Enrollment Steps/Process	Individual(s) responsible
<b>May 2010</b>	Look at student CST scores and FRL list.	Site Coordinator, Principal and Academic Liaison
<b>May 2010</b>	Contact school day teachers and school counselor for referrals	Site Coordinator
<b>First week of June</b>	Inform families of enrollment process	Site Coordinator
<b>Second week of June</b>	Release applications for 2010-2011 school year and begin accepting applications	Site Coordinator
<b>Third week of June</b>	Notify families who will be enrolled for the 2010-2011 school year.	Site Coordinator
<b>Third week of June</b>	Notify families on the waiting list for 2010-11 school year	Site Coordinator

**Important dates to include in your timeline:**

- Families will be notified of 2010-11 after school enrollment on or before the last day of school.
- After school program begins on 1<sup>st</sup> Day of school, with enrollment at a minimum 75% capacity.

Principal Signature: *[Signature]*

Date: 4/16/11

Lead Agency Signature: *[Signature]*

Date: 4/2/10

**AFTER SCHOOL BUDGET PLANNING SPREADSHEET**

ELEMENTARY &amp; MIDDLE SCHOOLS v2.0 11.25.2009

Site #:	151		Resource:	6010	ASES	OFCY	Other Lead Agency Funds
School:	SEQUOIA		Program:	1553			
Average # of students to be served daily (ADA):	85	%	OUSD	Lead Agency	Grantee		Lead Agency
Object	<b>TOTAL GRANT AWARD TO SITE</b>		<b>\$112,500</b>		<b>\$73,050</b>	<b>\$0</b>	<b>\$60,321</b>

**CERTIFICATED PERSONNEL**

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

**CLASSIFIED PERSONNEL**

2205	Site Coordinator		\$0	\$27,783	\$5,556	\$0	
	Senior Director				\$2,733		\$3,341
	Program Director				\$17,408		\$20,889
2220	SSO		\$0			\$0	
	Additional staff support		\$0				
	Total classified		<b>\$0</b>	<b>\$27,783</b>	<b>\$25,697</b>	<b>\$0</b>	<b>\$24,230</b>

**BENEFITS**

3000's	Employee Benefits for Additional Time (20%)		\$800				
3000's	Employee Benefits for Salaried Employees (40%)		\$0				
3000's	Lead Agency benefits (rate: 25 %)			\$6,946	\$6,668		\$6,877
	Total benefits		<b>\$800</b>	<b>\$6,946</b>	<b>\$6,668</b>	<b>\$0</b>	<b>\$6,877</b>

**BOOKS AND SUPPLIES**

4310	Supplies (OUSD only)		\$1,120		\$2,280	\$0	\$1,300
4310	Curriculum (OUSD only)		\$0			\$0	\$0
5829	Field Trips		\$0			\$0	\$0
4420	Equipment (OUSD only)		\$0			\$0	\$0
	Total books and supplies		<b>\$1,120</b>	<b>\$0</b>	<b>\$2,280</b>	<b>\$0</b>	<b>\$1,300</b>

**CONTRACTED SERVICES**

5825	3 Academic Instructors (3 x \$19 x 9hrs Direct Service x 38 wks) + (3 x \$19 x 3 hrs Prep x 38 wks) + (3 x 33 hrs PD x \$19) + (\$6,893 for benefits) = \$34,769			\$34,769			
5825	2 Academic Instructors (2 x \$19 x 9hrs Direct Service x 38 wks) + (2 x \$19 x 2.5 hrs Prep x 38 wks) + (2 x 33 hrs PD x \$19) = \$17,860			\$17,860			
5825	3 Enrichment Instructors (3 x \$19 x 6.34 hrs Direct Service x 38 wks) + (3 x \$19 x 1 hr Prep x 38 wks) + (3 x 25 hrs PD x \$19) + (\$4,407 for benefits) = \$21,735			\$1,894	\$10,159		\$9,682
5825	8 Enrichment Instructors (8 x \$18 x 2hrs Direct Service x 38 wks) + (8 x \$18 x 1 hr Prep x 38 wks) + (8 x 25 hrs PD x \$18) = \$20,016				\$10,158		\$9,858
5825	Family Engagement Specialist (\$25 x 6 hrs x 40 wks = \$6,000)				\$6,000		

**2010-2011 Elementary/Middle School After School Program Budget**

5825	Family Workshop Presenters (4 x \$18 x 3hrs x 8 workshops= \$1,920)				\$1,920		
5825							
5825							
5825	Music National Service (1 x \$22 x 4 x 36=\$3,168)				\$3,168		
	Total services		\$0	\$54,523	\$31,405	\$0	\$19,540

**IN-KIND DIRECT SERVICES**

						\$0	\$0
	Total value of in-kind direct services					\$0	\$0
	<b>Subtotals DIRECT SERVICE</b>		<b>\$5,920</b>	<b>\$89,252</b>	<b>\$66,050</b>	<b>\$0</b>	<b>\$51,947</b>

**ADMIN, EVAL & INDIRECT COSTS**

	Lead Agency admin (4% max of total contracted \$)			\$3,702	\$6,305		\$8,374
	Oakland SUCCESS and required evaluation costs		\$6,998				
	Custodial Services		\$1,500				
	OUSD Indirect (5.17%)		\$5,530		\$0		
	Total Indirect per column		\$14,028	\$3,300	\$7,000	\$0	\$8,374

**TOTALS**

	Total budgeted per column		\$19,948	\$92,552	\$73,050	\$0	\$60,321
	Total BUDGETED	100	\$112,500		\$73,050	\$0	\$60,321
	BALANCE remaining to allocate		\$0		\$0	\$0	\$0
	TOTAL GRANT AWARD/ALLOCATION TO SITE		\$112,500		\$73,050	\$0	\$60,321

**ASES MATCH REQUIREMENT:**

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

Total Match amount required for this grant:	37,500
Facilities count toward 25% of this match requirement:	9,375
Remaining match amount required:	28,125
Match should be met by combined OFCY funds, other site funds, private dollars, and in-kind resources. This total equals:	133,371
Total Match amount left to meet:	-105,246

**2010-2011 After School Program Activity Schedule Worksheet**  
**School Site: Sequoia Elementary**

Time Blocks:	Grade	Wednesday	
		Activity	Provider
1:10-1:30	All Grades	Check-In & Recess	EBAC
1:30-3:00	3 <sup>rd</sup> Grade 4 <sup>th</sup> Grade 5 <sup>th</sup> Grade	Legos	EBAC
		Cooking/Nutrition	EBAC
		Science	EBAC
		Life Skills	EBAC
1:30-2:30	1 <sup>st</sup> & 2 <sup>nd</sup> Grade	Team-Building	EBAC
2:30-3:00	1 <sup>st</sup> & 2 <sup>nd</sup> Grade	Story Time	EBAC
3:00-3:30	All Grades	Snack	School
3:30-4:30	All Grades	Circle Time, Workshop and/or Incentive Party Time	EBAC & Community Organizations
4:30-5:30	1 <sup>st</sup> & 2 <sup>nd</sup> Grade	Writing	EBAC
	3 <sup>rd</sup> , 4 <sup>th</sup> , & 5 <sup>th</sup> Grade	Writing	EBAC
5:30-6:00	All Students	HW Help	EBAC

## 2010-2011 After School Program Activity Schedule Worksheet

### School Site: Sequoia Elementary

Time Blocks: [TIME]	Grade	Monday		Tuesday		Thursday		Friday	
		Activity	Provider	Activity	Provider	Activity	Provider	Activity	Provider
3:00-3:30	All Grades	Snack Check-in	School	Snack Check-in	School	Snack Check-in	School	Snack Check-in	School
3:30-4:30	1 <sup>st</sup> & 2 <sup>nd</sup> Grade	Writing	EBAC	Writing	EBAC	Writing	EBAC	Writing	EBAC
	3 <sup>rd</sup> Grade 4 <sup>th</sup> Grade 5 <sup>th</sup> Grade	Arts & Crafts	EBAC	Music	MNS	Music	MNS	Arts & Crafts	EBAC
		Boys Rec.	EBAC	Gardening	EBAC	Gardening	EBAC	Boys Rec.	EBAC
		Sewing	EBAC	Eco-Art	EBAC	Eco-Art	EBAC	Sewing	EBAC
		Girls Rec.	EBAC	Service Learning	EBAC	Service Learning	EBAC	Girls Rec.	EBAC
4:30-5:30	1 <sup>st</sup> & 2 <sup>nd</sup> Grade	Legos	EBAC	Eco-Art or Garden	EBAC	Eco-Art or Garden	EBAC	Legos	EBAC
	3 <sup>rd</sup> Grade	Writing	EBAC	Writing	EBAC	Writing	EBAC	Writing	EBAC
	4 <sup>th</sup> Grade	Writing	EBAC	Writing	EBAC	Writing	EBAC	Writing	EBAC
	5 <sup>th</sup> Grade	Writing	EBAC	Writing	EBAC	Writing	EBAC	Writing	EBAC
5:30-6:00	All Students	HW Help	EBAC	HW Help	EBAC	HW Help	EBAC	Team-building	EBAC

Exhibit C

**OUSD Oakland SUCCESS AFTER SCHOOL PROGRAM**

**PARENT PERMISSION AND STUDENT INFORMATION**

I give my child permission to participate in the 2010-11 \_\_\_\_\_ After School Program.

Name of School: 151/Sequoia Elementary School

\_\_\_\_\_  
Student's Name

\_\_\_\_\_  
Grade

\_\_\_\_\_  
Date of Birth

\_\_\_\_\_  
Parent/Guardian Name (Please print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Today's Date

\_\_\_\_\_  
Home Address

\_\_\_\_\_  
City

\_\_\_\_\_  
Zip

\_\_\_\_\_  
Home Phone

\_\_\_\_\_  
Work Phone

\_\_\_\_\_  
Cell Phone

**EMERGENCY CONTACT INFORMATION**

In case of emergency please contact:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Relationship

\_\_\_\_\_  
Phone: work/home/cell

Does your child have health coverage?

\_\_\_\_ Yes

\_\_\_\_ No

\_\_\_\_\_  
Name of Medical Insurance

\_\_\_\_\_  
Policy/ Insurance #

\_\_\_\_\_  
Primary Insured's Name

\_\_\_\_\_  
Medical History that may be of importance

\_\_\_\_\_  
Medication Student is taking

\_\_\_\_\_  
List any Allergies

\_\_\_\_\_  
Name of Child's Doctor

\_\_\_\_\_  
Telephone

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

\_\_\_\_\_  
Parent/Guardian Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

East Bay Agency for Children - 151/Sequoia Elementary School



### RELEASE OF LIABILITY

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

☒ Parent/Guardian Signature: \_\_\_\_\_ Date \_\_\_\_\_

### STUDENT RELEASE/ PICK UP POLICY

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

☒ \_\_\_\_\_

Parent/Guardian/Caretaker Signature \_\_\_\_\_ Date \_\_\_\_\_

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

\_\_\_\_\_  
Name/Relationship \_\_\_\_\_ Phone Numbers: Home/Work/Cell \_\_\_\_\_

\_\_\_\_\_  
Name/Relationship \_\_\_\_\_ Phone Numbers: Home/Work/Cell \_\_\_\_\_

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

### PERMISSION TO EVALUATE PROGRAMS AND TRACK STUDENT PROGRESS

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

☒ \_\_\_\_\_ Parent/Guardian Signature

**PHOTO/VIDEO RELEASE**

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

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

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



\_\_\_\_ Parent/Guardian Signature

**EARLY RELEASE WAIVER (OPTIONAL)**

School Site: 151/Sequoia Elementary School

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

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

Grade: \_\_\_\_\_

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

(please check reason)

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

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



\_\_\_\_\_  
Signature of Parent/Guardian

\_\_\_\_\_  
Date

**WAIVER OF PICK UP POLICY (OPTIONAL)**

**FOR STUDENTS AGES \_\_\_\_and older ONLY**

School Site: 151/Sequoia Elementary School

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

Grade: \_\_\_\_\_

Date of Birth of Student: \_\_\_\_\_

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

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

As parent/guardian, I hereby release and discharge the Oakland Unified School District, Collaborating agencies and employees from all claims for injury, illness, death, loss or damage as a result of my signed waiver of the After School Program pick up policy.



\_\_\_\_\_  
Signature of Parent/Guardian

\_\_\_\_\_  
Date

Exhibit D

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

This form should be completed by the 1<sup>st</sup> day of each semester

Contact Information:			
Site Name	151/Sequoia Elementary School	Lead Agency Name	East Bay Agency for Children
Name of Contact Person	Steve Eckert	Email	
Telephone	(510) 268-3770	Fax	

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

- ☐ Fall Semester- August 30, 2010 to January 28, 2011  
☐ Spring Semester- January 31, 2011 to June 16, 2011

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

Site Coordinator Signature \_\_\_\_\_ Date \_\_\_\_\_

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

Site Administrator Signature \_\_\_\_\_ Date \_\_\_\_\_

## Exhibit E

### EAST BAY REGIONAL PARK DISTRICT

#### WAIVER AND RELEASE OF LIABILITY AND INDEMNITY AGREEMENT

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

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

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

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

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

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

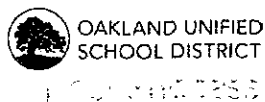
Participant's Name \_\_\_\_\_  
(Print)

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

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

EBRPD Waiver - Swim Use  
Rev. 3/09

# Exhibit F



## INVOICING AND STAFF QUALIFICATIONS FORM 2010-11

### Basic Directions

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

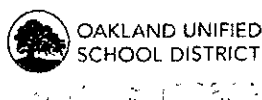
1. Employee, agent or subcontractor name.
2. ATI #. This is the fingerprint clearance number assigned by the Department of Justice.
3. Current TB Clearance. Current means within the last 4 years. This documentation should be maintained in Lead Agency files.
4. IA Requirement. No Child Left Behind Law 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	East Bay Agency for Children	Agency's Contact Person	Steve Eckert
Billing Period		Contact Phone #	(510) 268-3770

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

## Exhibit G (1)



### **PROCEDURE FOR INVOICING Oakland Unified School District Comprehensive After School Programs 2010-2011**

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

- ◆ All 21<sup>st</sup> Century and/or ASES invoices must be submitted to the Oakland SUCCESS After School Programs Office in order to be processed and paid. We are located at 495 Jones Avenue, in the Brookfield Annex.
- ◆ All invoices must be generated on your organization's letterhead. This applies to both agency and individual contractors.
- ◆ To maintain invoicing consistency so that all necessary information is included, please use the attached invoicing format. Simply cut and paste the format onto your organization's letterhead. Please utilize the sample invoice as a guide. All of the information in the top section of the invoice template **MUST** be completed in order to process for payment. Also, in the body of the template, a detailed breakdown of charges must be provided, including number of hours worked and hourly rate. **Failure to fully complete an invoice according to these specifications may result in a delay of payment.**
- ◆ All invoices should cover only one calendar month, i.e. the 1<sup>st</sup> through the 30<sup>th</sup> or 31<sup>st</sup>.
- ◆ Contractor, Agency, Site Coordinator, and Principal signatures must be secured prior to submission of invoices to the After School Programs Office. All of these signatures must be originals.
- ◆ Invoices for the month are generally due in the After School Programs Office by 5:00 p.m. on the 10<sup>th</sup> of the following month. This is not a steadfast rule; for example, the invoice for September 1-30<sup>th</sup> is due in our office on the 11<sup>th</sup> of October (the 10<sup>th</sup> is a Sunday). **Invoices that are submitted after the due dates listed below will be processed the following monthly invoicing period.**

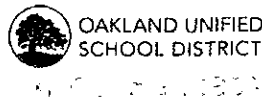
As of now, the schedule for OUSD payments is anticipated as follows:

<b>Invoices due to our office by 5:00 pm on:</b>	<b>Accounts Payable checks to be mailed on:</b>
August 12, 2010	August 27, 2010
September 10, 2010	September 27, 2010
October 11, 2010	October 26, 2010
November 10, 2010	November 25, 2010
December 10, 2010	December 23, 2010
January 10, 2011	January 26, 2011
February 10, 2011	February 25, 2011
March 10, 2011	March 25, 2011
April 12, 2011	April 27, 2011
May 10, 2011	May 26, 2011
June 10, 2011 for May invoices	June 28, 2011
June 15, 2011 for Final Billing	TBD

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



Exhibit G (2)



**PROCEDURES for PAID INSERVICE/EXTENDED CONTRACTS and TIME SHEETS  
OUSD CERTIFICATED TEACHERS 2010-2011**

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

**Paying OUSD Certificated Employees (Teachers)**

- ◆ Academic Liaisons should submit a Paid Inservice form and Extended Contract teachers should submit a "Request for Extended Contract" IN ADVANCE to approve all projected work to be completed, using appropriate Budget Org Key (Object Code usually -1120 or -1122)
- ◆ **The FIRST submission of the Paid Inservice/Extended Contract paperwork must be accompanied by a timesheet in order to be processed by OUSD Payroll. No payment will be rendered until timesheets are submitted to our office.**
- ◆ Have Employee sign Extended Contract & ALL Time Sheets
- ◆ Have Principal approve and sign Paid Inservice/Extended Contract & ALL Time Sheets
- ◆ Please be sure to submit ORIGINALS of all documents
- ◆ Please use only ONE SIDED Time Sheets
- ◆ Deliver to Oakland SUCCESS After School Programs Office — All 21<sup>st</sup> Century and/or ASES Paid Inservice/Extended Contracts and Time Sheets must be submitted to the Oakland SUCCESS After School Programs Office in order to be processed and paid. We are located at 495 Jones Avenue, in the Brookfield Annex.
- ◆ **Union Contract rate for teachers is \$23.16/hr.**
- ◆ **Union Contract rate for Academic Liaisons is \$30.12/hr.**
- ◆ Once the Paid Inservice form or Request for Extended Contract has been submitted and approved, only timesheets are required to be submitted for subsequent payments.

<b>Paid Inservice/Extended Contract Timesheets Due to Oakland SUCCESS on:</b>	<b>OUSD Payroll Issue Dates (Please allow up to 45 days for payment)</b>
September 30, 2010	November 15, 2010
October 29, 2010	December 15, 2010
November 30, 2010	January 14, 2011
December 17, 2010	February 15, 2011
January 31, 2011	March 15, 2011
February 28, 2011	April 15, 2011
March 31, 2011	May 13, 2011
April 29, 2011	June 15, 2011
May 31, 2011	July 15, 2011
June 15, 2011	July 15, 2011

If there are any questions regarding these documents or procedures, please contact our office at (510) 568-1022.

# Exhibit G (3)



OAKLAND UNIFIED  
SCHOOL DISTRICT

400 - 571-0300

## PROCEDURES for EXTENDED TIME and/or OVERTIME FORMS (ET/OT) for OUSD CLASSIFIED EMPLOYEES 2010-2011

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

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

- ◆ Complete "Combined ET/OT/CT and Move-Up/Acting Time Report", using appropriate Budget Org Key
- ◆ Have Employee Sign Form
- ◆ Have Site Coordinator Sign Form
- ◆ Have Principal Approve and Sign Form
- ◆ All Custodial ET/OT forms must be submitted to Custodial Services at 900 High Street.
- ◆ All SSO ET/OT forms must be submitted to Mynette Theard in the SSO Office at 1011 Union St.
- ◆ Any other ET/OT forms for 21<sup>st</sup> Century and ASES classified staff must be delivered to Oakland SUCCESS After School Programs Office in order to be processed and paid. Please see payment schedule in chart below. **Forms that are submitted after the due dates listed below will be paid on the following Payroll Issue Date.** We are located at 495 Jones Avenue, in the Brookfield Annex.
- ◆ Rate varies depending on employee's hourly rate

ET/OT Forms Due to Oakland SUCCESS office by NOON on:	OUSD Payroll Issue Dates
September 15, 2010	September 30, 2010
September 30, 2010	October 15, 2010
October 15, 2010	October 29, 2010
October 29, 2010	November 15, 2010
November 15, 2010	November 30, 2010
November 30, 2010	December 15, 2010
	December 17, 2010 (OEA Only)
December 15, 2010	December 30, 2010
December 30, 2010	January 14, 2011
January 14, 2011	January 31, 2011
January 31, 2011	February 15, 2011
February 15, 2011	February 28, 2011
February 28, 2011	March 15, 2011
March 15, 2011	March 31, 2011
March 31, 2011	April 15, 2011
April 15, 2011	April 29, 2011
April 29, 2011	May 13, 2011
May 13, 2011	May 31, 2011
May 31, 2011	June 15, 2011
June 15, 2011	June 30, 2011

If there are any questions regarding these documents and procedures, please contact our office at (510) 568-1022.

East Bay Agency for Children - 151/Sequoia Elementary School

Exhibit H

Certificates of Insurance

**INSERT HERE**



# CERTIFICATE OF LIABILITY INSURANCE

OP ID TN  
EASTBA1

DATE (MM/DD/YYYY)

05/21/10

## PRODUCER

Cook, Disharoon & Greathouse  
P.O. Box 12909  
Oakland CA 94604-  
Phone: 510-437-1900

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

## INSURED

East Bay Agency for Children  
Attn: Debbie  
303 Van Buren Street  
Oakland CA 94610

## INSURERS AFFORDING COVERAGE

## NAIC #

INSURER A: NIAC

INSURER B: The Hartford

22357

INSURER C:

INSURER D:

INSURER E:

## COVERAGES

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

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	200908866NPO	11/14/09	11/14/10	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> Social Service				PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> Improper Sexual				GENERAL AGGREGATE \$ 3,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG \$ 3,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				
A	AUTOMOBILE LIABILITY	200908866NPO	11/14/09	11/14/10	COMBINED SINGLE LIMIT (Ea accident) \$ 1000000
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS				
	<input checked="" type="checkbox"/> NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
A	EXCESS / UMBRELLA LIABILITY	200908866UMBNPO	11/14/09	11/14/10	EACH OCCURRENCE \$ \$1,000,000
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$ \$1,000,000
	<input type="checkbox"/> DEDUCTIBLE				\$
	<input checked="" type="checkbox"/> RETENTION \$10,000				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)				E.L. EACH ACCIDENT \$
	If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE \$
					E.L. DISEASE - POLICY LIMIT \$
B	Fidelity Bond	57BDDAH7778	10/14/09	10/14/10	\$360,000 LIMIT
A	Professional Liab	200908866NPO	11/14/09	11/14/10	\$1M/\$3M Eac Occ/Agg

## DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

30 days notice of cancellation for non-payment. Fidelity Bond is for Employee Dishonesty

## CERTIFICATE HOLDER

Oakland SUCCESS  
Attn: Kasey Black  
495 Jones Avenue  
Oakland CA 94603

## CANCELLATION

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

*Mellisa P.*



# CERTIFICATE OF LIABILITY INSURANCE

OP ID SD

DATE (MM/DD/YYYY)

07/06/10

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

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

<b>PRODUCER</b> Walsh Carter & Associates Insurance Services, LLC 425 California St., Suite 400 San Francisco CA 94104 Phone: 415-217-6200 Fax: 415-217-6201	<b>CONTACT</b> NAME: PHONE (A/C, No, Ext): E-MAIL: ADDRESS: PRODUCER CUSTOMER ID #: EASTB-1	<b>FAX</b> (A/C, No):
<b>INSURED</b> East Bay Agency for Children Laura Skaggs 303 Van Buren Ave Oakland CA 94610	<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Ace USA INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		<b>NAIC #</b>

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE	\$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
							PRODUCTS - COMP/OP AGG	\$
								\$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
								\$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE  DEDUCTIBLE RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
								\$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A			C46332611	07/01/10	07/01/11	X WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$ 1000000
							E.L. DISEASE - EA EMPLOYEE	\$ 1000000
							E.L. DISEASE - POLICY LIMIT	\$ 1000000

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

\*10 DAY CANCELLATION NOTICE MAY BE ISSUED FOR NON PAYMENT OF PREMIUM / NON

REPORTING OF PAYROLL

RE: ON GOING OPERATIONS DURING POLICY PERIODS

**CERTIFICATE HOLDER****CANCELLATION**

<b>KASEYBL</b>  KASEY BLACKBURN OAKLAND SUCCESS OFFICE 495 JONES AVENUE OAKLAND CA 94603	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  Christina L Bowman-Jones REN
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Exhibit I

Statement of Qualifications

**INSERT HERE**

Ledger: GL  
Report Date 07/31/2010

# Oakland Unified School District

Period: 1

## Budget to Actual

Budget Level OB

(with Encumbrances)

Org. Key: 1511553401

PROP 49 AFTERSCHOOL - 151

Fund: 01 Resource: 6010 Goal: 1110 Function: 4000 SubFund: 0101 Program: 1553 Site: 151

Object Description	Object	Budget	Actual	Encumbrance	Balance
TEACHERS SALARIES STIPENDS	1120	4,000.00	0.00	0.00	4,000.00
STRS CERTIFICATED	3101	330.00	0.00	0.00	330.00
SOCSEC,MED,ALTSS CERTIFICATED	3301	0.00	0.00	0.00	0.00
MEDICARE CERTIFICATED	3321	58.00	0.00	0.00	58.00
ST UNEMPLOY INS CERTIFICATED	3501	26.00	0.00	0.00	26.00
WORKERS COMP CERTIFICATED	3601	180.00	0.00	0.00	180.00
SUPPLIES	4310	1,206.49	0.00	0.00	1,206.49
CONSULTANTS	5825	93,072.00	0.00	0.00	93,072.00
	Revenue	0.00	0.00	0.00	0.00
	Expenses	98,872.49	0.00	0.00	98,872.49