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OAKLAND UNIFIED
SCHOOL DISTRICT

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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 - Safe Passages (contractor)- 210/Edna Brewer Middle School (site/department)

Action Requested Approval of a Memorandum of Understanding between Oakland Unified School District and Safe Passages. Services to be primarily provided to 210/Edna Brewer Middle 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 Safe Passages, 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 Edna Brewer Middle 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 \$118,356.00.

Recommendation Approval by the Board of Education of a Memorandum of Understanding (MOU) between Oakland Unified School District and Safe Passages. Services to be primarily provided to 210/Edna Brewer Middle 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 \$118,356.00.

Attachments

- Memorandum of Understanding, to include exhibits
- 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	Safe Passages			Agency's Contact Person	Josefina Alvarado-Mena
Street Address	250 Frank H. Ogawa Plaza, Suite 6306			Title	Executive Director
City	Oakland			Telephone	(510) 238-6368
State	CA	Zip Code	94612	Email	jalvarado@oaklandnet.com
OUSD Vendor Number	V056292			Grade Level	6-8
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	\$118,356.00
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Budget Information

Resource #	Resource Name	Org Key #	Object Code	Amount	Req. #
6010	ASES	2101553401	5825	\$118,356.00	R0100465
			5825	\$	
			5825	\$	
			5825	\$	

OUSD Contract Originator Information

Name of OUSD Contact	Sam Pasarow	Email	sam.pasarow@ousd.k12.ca.us		
Telephone	(510) 531-6600	Fax	(510) 531-6626		
Site/Dept. Name	210/Edna Brewer Middle School	After School Program Enrollment Grades	6	through	8

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>Delany Lopez for Sam Pasarow</i>		7/14/10
2. Oakland After School Programs Office		<i>Julia [Signature]</i>		7/19/10
3. Network or Executive Officer		<i>[Signature]</i>		7/26/10
4. Cabinet (CAO, CCO, CFO, CSO, Asst Sup)		<i>[Signature]</i>		8/2/10
5. Board of Education or Superintendent				
Procurement	Date Received			

Memorandum of Understanding 2010-2011
Between Oakland Unified School District and Safe Passages

1. **Intent.** This Memorandum of Understanding ("MOU") establishes the Oakland Unified School District's ("OUSD") intent to contract with the Safe Passages (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 210/Edna Brewer Middle School under the following federal, state, and local grants:

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

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 21st CCLC grant award amount for 210/Edna Brewer Middle School is \$118,356.00. AGENCY shall be entitled to compensation from these funds in accordance with the following terms and conditions:

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

4.2. **Positive Attendance.** Payment for services rendered related to the ASEP and 21st CCLC grants shall be based on actual student attendance rates (\$7.50 a day per student), not estimates, as those programs are "positive attendance based." OUSD reserves the right to modify the annual core allocation based on reported attendance. In the event that payments made to AGENCY exceed the reported attendance for the Core grant, the AGENCY will return payments to OUSD at the rate of \$7.50 a day per student. Documentation of attendance must be submitted through the OUSD/OFCY attendance systems in order for invoices for payment of services for the ASEP and 21st CCLC grants to be processed. Exhibit A (Attendance Reporting Schedule 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, 21ST CCLC (Core Grant) for any adjustments resulting from the reconciliation of the attendance reports for that quarter's months. The attendance reconciliation process will assess the program's performance with respect to the required compliance with the grant mandated attendance rates. Based on the review, financial adjustments of additional payment or additional withholding will be made. Any remaining balance(s) will be forwarded to AGENCY or OUSD.

Safe Passages - 210/Edna Brewer Middle School

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 21st 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 21st 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 \$ 118,356.00 in accordance with Exhibit B. **Exhibit B** ("ASEP/21st 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 210/Edna Brewer Middle School, will be responsible for operations and management of the ASEP, 21st 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 210/Edna Brewer Middle 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 21st CCLC funding guideline requirements and follow OUSD after

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

5.3. Enrollment. AGENCY will enroll 6 through 8 grade students at 210/Edna Brewer Middle School, to serve sufficient number of students and run services for a sufficient number of days to earn the full core grant allocation of funding.

5.4. Program Requirements

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

5.4.2. Program Days. The program shall be offered a minimum of 177 - 180 days during the 2010 – 2011 school year. AGENCY will close the ASEP and 21st 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 210/Edna Brewer Middle School. AGENCY acknowledges and agrees to provide programming consistent with grant guidelines including, but not limited to:

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

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 Safe Passages _____ - 210/Edna Brewer Middle 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 210/Edna Brewer Middle 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 ASES, 21st Century Core Grant, 21st Century Direct Access, or 21st Century Family Literacy funds.

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

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

8.5. Submission of Invoices for ASEP and 21st Century Grants. For services rendered related to the ASEP and 21st CCLC grants, OUSD shall pay AGENCY, on a monthly basis, for appropriately documented expenses related to the ASEP and 21ST CCLC grants, with a cumulative total for 2010-11 not to exceed \$ 118,356.00 in accordance with the attached Exhibits to this Memorandum. Invoices for payment of services shall be submitted by the 10th of each month to the 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 21st CCLC programs for a minimum of five years. All documents created by AGENCY pursuant to this MOU, including but not limited to reports, designs, schedules, registration packets, early release waivers, and other materials prepared, or in the process of

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

10. Changes

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

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

Safe Passages - 210/Edna Brewer Middle 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").

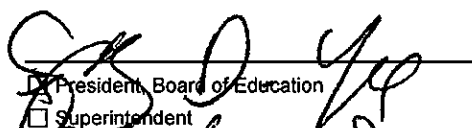
14. Litigation. [This section is intentionally deleted by the parties].

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.

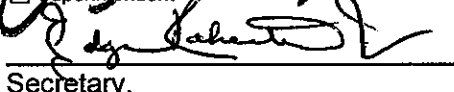
On behalf of our respective institutions or organizations, we hereby execute this Memorandum of Understanding.

OAKLAND UNIFIED SCHOOL DISTRICT

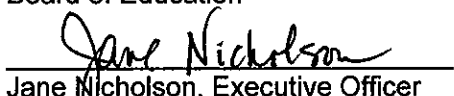
 8/26/10
Date

☒ President, Board of Education

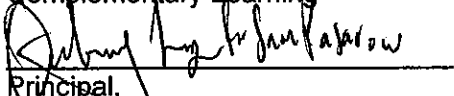
☐ Superintendent

 8/26/10
Date

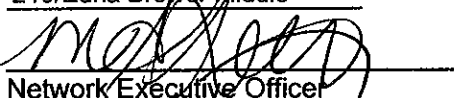
Secretary,
Board of Education

 7/23/2010
Date

Jane Nicholson, Executive Officer
Complementary Learning

 7/14/10
Date

Principal,
210/Edna Brewer Middle

 7/26/10
Date

Network Executive Officer

AGENCY

 7/13/10
Date

Agency Director Signature

Josefina Alvarado-Mena, 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: 10-1969
Introduction Date: 8-16-10
Enactment Number: 10-1584
Enactment Date: 8-25-10
By: da

Exhibit A

Attendance Reporting Schedule

Oakland Unified School District After School Programs Attendance Reporting Schedule	
Monthly Attendance Period	Deadline to Input Attendance Data into Cityspan
July 1 – 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)

INSERT HERE

**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: <i>Edna Brewer Middle</i>	Date: 12/17/09
Principal Signature: <i>Sam Paterson</i>	Lead Agency Signature: <i>Katherine Sullivan</i>
After School Coordinator Name (if known at this time):	

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 After school program will provide youth with access to academic instruction in a supportive learning environment, the after-school program will support students by reinforcing basic skills taught during the traditional school day to ensure youth gain the academic self-confidence necessary for success. Students will have the opportunity to participate in safe and enriching activities, in which they can develop skills, build self-confidence, pursue interests, express themselves, and develop positive relationships with caring adults and their peers.

The after-school program will serve as a resource for the school to be a safe, engaging, and a worthwhile place to stay after-school which is essential to keeping students safe. Edna Brewer's after school program is designed to develop resiliency skills such as peaceful conflict resolution, healthy decision-making, and the self-confidence youth need to succeed academically and socially.

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

1. Youth who participate in the ASP will improve and strengthen their academic skills. The ASP will track and monitor the academic progress of enrolled youth. Data will be used to monitor the effectiveness of programming.
2. The ASP will provide innovative and engaging enrichment activities that will support the academic, social, and emotional development of enrolled youth.
3. The ASP will develop a strong collaborative partnership between the lead agency, ASP providers, parents and school site staff to ensure the ASP maintains a consistent high quality program that will support the development of enrolled youth.

Section 3: Target Population and Recruitment Plan

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

The after school program at Edna Brewer Middle school will be open to all 6-8th grade students though priority will be given to students who earned below a 2.5 AGPA on their last report card and to students scored below basic or far below basic on the most recent CST. The after school program will provide academic support to students classified as English Language Learners.

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?

In collaboration with enrichment providers, school site staff, and the lead agency, the After School Coordinator and program assistant will be responsible for identification and recruitment of students. 09-10 participants will have the opportunity to re-enroll during May of 2010. Outreach and enrollment of new students and rising 6th graders will be done during summer school, summer mailings, orientation events, and during the mandatory Back to School registration in August.

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.)

Safe Passages will serve as the Lead Agency for the ASP. Safe Passages has a twelve year history successfully working with OUSD to coordinate services and maximizing resources that meet the needs of children, youth, and families. The Safe Passages Middle School Strategy which has been implemented at Edna Brewer Middle School for the past 6 years aims to improve school climate through the implementation of a violence prevention curriculum, school-based mental health services, case management services, alternatives to suspension, parental involvement, service coordination, and after school programming.

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 Population	Academic Support (choose one)	SPSA goal(s) or school need supported by activity	Measurable Objective/ Target	Description of program	Instructional Strategies
1	All Students	<input checked="" type="checkbox"/> Homework Support <input type="checkbox"/> Tutoring <input type="checkbox"/> Skill Building <input type="checkbox"/> Academic Intervntn <input type="checkbox"/> Other	This activity will support academic achievement	Increase in homework completion	Support with assigned homework and skill building activities that reinforce grade level Math & ELA content standards	Students will be grouped by grade level. 1/18 adult student ratio
2	All Students	<input type="checkbox"/> Homework Support <input checked="" type="checkbox"/> Tutoring <input type="checkbox"/> Skill Building <input type="checkbox"/> Academic Intervntn <input type="checkbox"/> Other	This activity will support academic achievement	Increase in student understanding, GPA, and CST scores	Students will receive instruction in core content areas	Students will be grouped by grade level. 1/18 adult student ratio
3	All Students	<input type="checkbox"/> Homework Support <input type="checkbox"/> Tutoring <input checked="" type="checkbox"/> Skill Building <input type="checkbox"/> Academic Intervntn <input type="checkbox"/> Other	This activity will support academic achievement	Increase in student understanding, GPA, CST scores, and academic confidence	Skill building activities that reinforce grade level Math & ELA content standards	Students will be grouped by grade level. 1/18 adult student ratio
4	Students with below a 2.5 GPA and students who score below or far below basic on the CST	<input type="checkbox"/> Homework Support <input type="checkbox"/> Tutoring <input type="checkbox"/> Skill Building <input checked="" type="checkbox"/> Academic Intervntn <input type="checkbox"/> Other	This activity will support academic achievement	Increase in student understanding, GPA, CST scores, and academic confidence	Students with below a 2.5 GPA and students who score below or far below basic on the CST will receive additional instruction in core content areas (1:10 ratio)	Students will be Grouped by grade level and content area focus 1/10 adult student ratio

5	English Language Learners	<input type="checkbox"/> Homework Support <input type="checkbox"/> Tutoring <input type="checkbox"/> Skill Building <input type="checkbox"/> Academic Intervntn x Other	This activity will support academic achievement	Increase in vocabulary development	ELL students will work with the ELL school day teacher and at least one academic mentor to develop English Language skills	1/10 adult student ratio
6	TechBridge	<input type="checkbox"/> Homework Support <input type="checkbox"/> Tutoring <input type="checkbox"/> Skill Building <input type="checkbox"/> Academic Intervntn x Other	This activity will support academic achievement	Increased interest and understanding of science and technology	Participants will engage in a gender specific project based science/technology program	1/10 adult student ratio, project based activities

SECTION 6: ENRICHMENT & PHYSICAL ACTIVITY/RECREATION

Enrichment activities and physical activity/recreation are required components of the ASES and 21st Century grants. Enrichment activities should provide students with the opportunity to apply 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
Physical Activity/ Fitness	x Student Identified x School Identified x Parent Identified <input type="checkbox"/> Other (specify)	This activity will support the health and wellness of students as well as the development of pro social skills	Students will have the opportunity to participate in non-competitive sports, seasonal team sports, and annual sports festival	x Conflict Resolution x Social Skills <input type="checkbox"/> Leadership <input type="checkbox"/> Academic (specify) x Health/Fitness <input type="checkbox"/> Other (specify)	Students will engage in at least 45 minutes of aerobic activity
Cooking	x Student Identified x School Identified x Parent Identified <input type="checkbox"/> Other (specify)	This activity will support the health and wellness of students	Students will have the opportunity to participate in a weekly cooking class that will focus on health education and nutrition	<input type="checkbox"/> Conflict Resolution <input type="checkbox"/> Social Skills <input type="checkbox"/> Leadership <input type="checkbox"/> Academic (specify) x Health/Fitness <input type="checkbox"/> Other (specify)	Students will develop a better understanding of nutrition and healthy eating

Urban Arts	<input checked="" type="checkbox"/> Student Identified <input checked="" type="checkbox"/> School Identified <input type="checkbox"/> Parent Identified <input type="checkbox"/> Other (specify)	Students will be exposed to a variety of enrichment activities that will give the opportunity to creatively express themselves	Students will have the opportunity to participate in visual arts programming	<input type="checkbox"/> Conflict Resolution <input checked="" type="checkbox"/> Social Skills <input type="checkbox"/> Leadership <input type="checkbox"/> Academic (specify) <input type="checkbox"/> Health/Fitness <input type="checkbox"/> Other (specify)	Increased exposure to visual arts programming
Brothers on the Rise	<input checked="" type="checkbox"/> Student Identified <input checked="" type="checkbox"/> School Identified <input checked="" type="checkbox"/> Parent Identified <input type="checkbox"/> Other (specify)	This activity will support the health and wellness of students as well as the development of pro social skills	Students will have the opportunity to participate in male leadership and community building activities	<input checked="" type="checkbox"/> Conflict Resolution <input checked="" type="checkbox"/> Social Skills <input checked="" type="checkbox"/> Leadership <input type="checkbox"/> Academic (specify) <input type="checkbox"/> Health/Fitness <input type="checkbox"/> Other (specify)	Students will actively participate in building a positive school climate
Soccer	<input checked="" type="checkbox"/> Student Identified <input checked="" type="checkbox"/> School Identified <input checked="" type="checkbox"/> Parent Identified <input type="checkbox"/> Other (specify)	This activity will support the health and wellness of students as well as the development of pro social skills	Students will have the opportunity to participate in soccer programming	<input type="checkbox"/> Conflict Resolution <input checked="" type="checkbox"/> Social Skills <input type="checkbox"/> Leadership <input type="checkbox"/> Academic (specify) <input checked="" type="checkbox"/> Health/Fitness <input type="checkbox"/> Other (specify)	Students will engage in at least 45 minutes of aerobic activity
Robotics	<input type="checkbox"/> Student Identified <input checked="" type="checkbox"/> School Identified <input type="checkbox"/> Parent Identified <input type="checkbox"/> Other (specify)	This activity will support student engagement through hands on project based learning activities	Students will have the opportunity to participate in a hands on robotics program	<input type="checkbox"/> Conflict Resolution <input type="checkbox"/> Social Skills <input type="checkbox"/> Leadership <input checked="" type="checkbox"/> Academic (specify) <input type="checkbox"/> Health/Fitness <input type="checkbox"/> Other (specify)	Students will have the develop and be able to articulate their understanding of robotics activities
Performing Arts	<input checked="" type="checkbox"/> Student Identified <input checked="" type="checkbox"/> School Identified <input checked="" type="checkbox"/> Parent Identified <input type="checkbox"/> Other (specify)	Students will be exposed to a variety of enrichment activities that will give the opportunity to creatively express themselves	Students will have the opportunity to participate in dance/performing arts activities	<input type="checkbox"/> Conflict Resolution <input checked="" type="checkbox"/> Social Skills <input type="checkbox"/> Leadership <input type="checkbox"/> Academic (specify) <input checked="" type="checkbox"/> Health/Fitness <input type="checkbox"/> Other (specify)	Students will participate in performing arts activities and participate in a culminating performance
Technology	<input checked="" type="checkbox"/> Student Identified <input checked="" type="checkbox"/> School Identified <input checked="" type="checkbox"/> Parent Identified <input type="checkbox"/> Other (specify)	This activity will support student engagement through hands on project based learning activities	Students will have the opportunity to participate in Technology based activities	<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	Students will have a better understanding of technology skills
Drama	<input checked="" type="checkbox"/> Student Identified <input checked="" type="checkbox"/> School Identified <input checked="" type="checkbox"/> Parent Identified <input type="checkbox"/> Other (specify)	Students will be exposed to a variety of enrichment activities that will give the opportunity to creatively express themselves	Students will have the opportunity to participate in performing art activities	<input type="checkbox"/> Conflict Resolution <input checked="" type="checkbox"/> Social Skills <input type="checkbox"/> Leadership <input type="checkbox"/> Academic (specify) <input type="checkbox"/> Health/Fitness <input type="checkbox"/> Other (specify)	Students will participate in performing arts activities and participate in a culminating performance

Peer Conflict Mediation	<input checked="" type="checkbox"/> Student Identified <input checked="" type="checkbox"/> School Identified <input checked="" type="checkbox"/> Parent Identified <input type="checkbox"/> Other (specify)	This activity will support the health and wellness of students as well as the development of pro social skills	Students will have the opportunity to participate in peer conflict mediation training and reflection	<input checked="" type="checkbox"/> Conflict Resolution <input checked="" type="checkbox"/> Social Skills <input checked="" type="checkbox"/> Leadership <input type="checkbox"/> Academic (specify) <input type="checkbox"/> Health/Fitness <input type="checkbox"/> Other (specify)	Students will have an increased ability to resolve conflicts amongst themselves and their peers
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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 21st 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
Program Orientation	Family Engagement and Positive School Climate	Orientation to the after school program, the staff, and daily procedures	Community Building	This activity will align with the traditional school day by connecting families to the larger school community.
Game/Activity Night	Family Engagement and Positive School Climate	The family game night is an opportunity for students, their families and staff to socialize and build community	Community Building	This activity will align with the traditional school day by connecting families to the larger school community.
Fall/Spring Showcase	Family Engagement and Positive School Climate	Students will showcase what they learned in ASP activities	Attendance at the event	This activity will align with the traditional school day by connecting families to the larger school community.
Award Ceremony	Family Engagement and Positive School Climate	Acknowledge students weekly and or monthly for their achievements	Build a positive school climate	This activity will align with the traditional school day by connecting families to the larger school community.

SECTION 8 ATTENDANCE AND PROGRAM DATES

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

Required # of Program Days your program will operate during School Year 2010-2011:	180 days required*
Projected Daily Attendance during School Year 2010-2011:	120

** 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: EDNA BREWER MIDDLE SCHOOL****Lead Agency Partner: Safe Passages**

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
AP	KS	Site Administrator and Lead Agency Director/Site Coordinator have reviewed the CA Dept of Education's ASES and/or 21 st Century Grant Assurances, and understand mandated grant compliance elements.
AP	KS	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.
AP	KS	Site Administrator will meet regularly with Site Coordinator to ensure program is meeting identified goals.
AP	KS	Site will share student outcome data to better refine program (EduSoft, Report Cards, IEP's, etc.).
AP	KS	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.
AP	KS	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.
AP	KS	Site will invite Site Coordinator to participate on SSC, COST, and SST to ensure coordination of services.
AP	KS	Site will coordinate the use of facilities and site level resources.
AP	KS	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: EDNA BREWER MIDDLE SCHOOL

Lead Agency: Safe Passages

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. The after school staff will be trained on the sites safety Procedures including lockdown and protocols for crisis response during the sites orientation prior to the start date of programming. Staff will receive updates and review these procedures throughout the school year.

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: 4/28/10

Lead Agency Signature:  

Date: 5/24/10

**OUSD After School Programs
Enrollment Policy for ASES/21st Century After School Program at
EDNA BREWER MIDDLE SCHOOL**

OUSD has established district-wide guidelines for Target Population and Enrollment in ASES and 21st Century After School Programs. Within these guidelines, each school will create a site-specific After School Enrollment Policy 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
In-coming 6 th grade students	CST Scores, GPA, and Benchmark data in edusoft	
Students with below 2.5 GPA and who not meeting grade level standards	CST Scores, GPA, and Benchmark data in edusoft	
Students in need of additional social support	Referrals from the COST	

Notes:


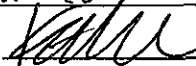

- Successful after school programs are heterogeneous and include several target populations.
- Sites cannot utilize a first come-first serve process for enrolling students. The ASES and 21st Century grant legislation requires that sites establish priorities for program participation.
- CDE and OUSD recommend 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
May-June	Re-Enroll rising 7 th & 8 th Graders	ASP program staff
June-July	Enroll incoming 6 th graders and new students	ASP & School site staff
August	Enroll incoming 6 th graders and new students during Mandatory Registration	ASP & School site staff
Sept-May	On-going enrollment/waiting list	ASP & School site staff

Important dates to include in your timeline:

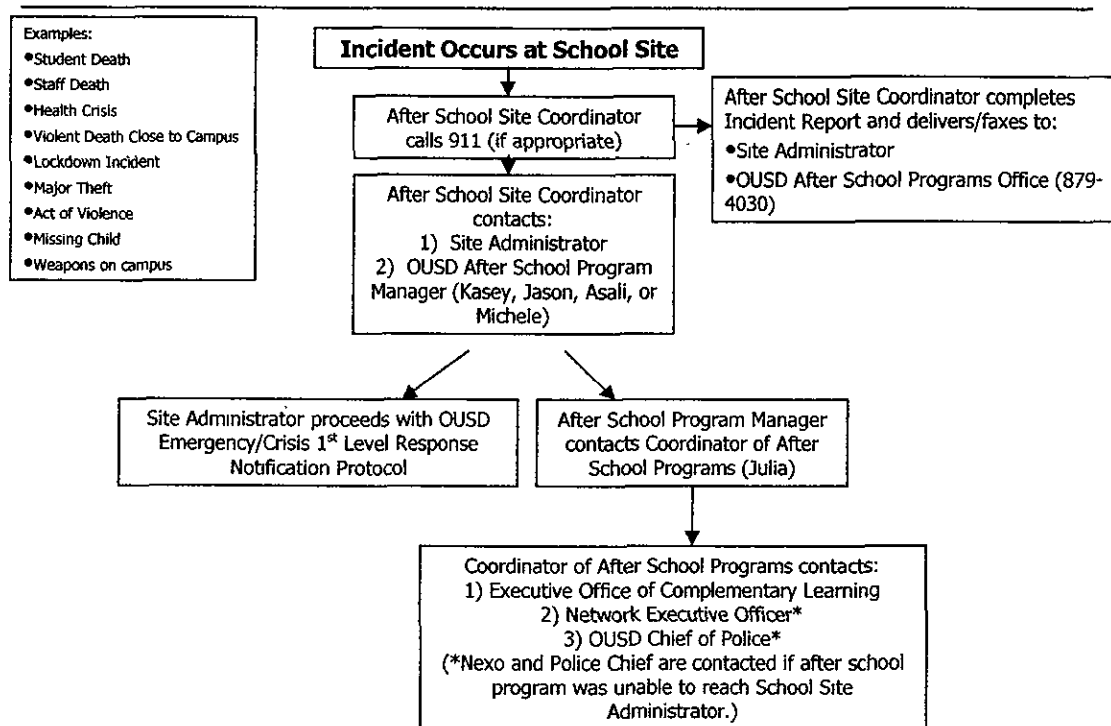
- Families will be notified of 2010-11 after school enrollment on or before the last day of school.
- After school program begins on 1st Day of school, with enrollment at a minimum 75% capacity.

Principal Signature: 
Lead Agency Signature:  

Date: 4/28/10
Date: 5/24/10

Appendix C

OUSD After School Emergency/Crisis 1st Level Response Notification Protocol



OUSD Oakland SUCCESS
After School Program Activity Schedule Worksheet
School Site: Edna Brewer Middle School

Time Blocks: <u>[TIME]</u>	Monday		Tuesday		Wednesday		Thursday		Friday	
	Activity	Provider	Activity	Provider	Activity	Provider	Activity	Provider	Activity	Provider
_____ to _____	Snack Check-in	School	Snack Check-in	School	Snack Check-in	School	Snack Check-in	School	Snack Check-in	School
Early Release Block B					6 th grade Homework club	Safe Passages				
					7 th grade Homework club	Safe Passages				
					8 th grade Homework club	Safe Passages				
Block 1 3:00 to 4:30	6 th grade Homework club	Safe Passages	6 th grade Academic Support	School site Certificated staff	Sports & Fitness	Safe Passages	6 th grade Academic Support	School site Certificated staff	Sports & Fitness	Safe Passages
	7 th grade Homework club	Safe Passages	7 th grade Academic Support	School site Certificated staff	Performing Arts	Safe Passages	7 th grade Academic Support	School site Certificated staff	Performing Arts	Safe Passages
	8 th grade Homework club	Safe Passages	8 th grade Academic Support	School site Certificated staff	Brothers on the Rise	BOTR	8 th grade Academic Support	School site Certificated staff	Brothers on the Rise	BOTR
					Urban Arts	Safe Passages			Technology	Safe Passages
					Tech Bridge	Tech Bridge			Bike Club	Safe Passages
					Technology	Safe Passages			Cooking	Safe Passages
					Student Leadership	Safe Passages				
Block 2 4:30 to 6:00	Sports & Fitness	Safe Passages	Sports & Fitness	Safe Passages	Sports & Fitness	Safe Passages	Sports & Fitness	Safe Passages	Sports & Fitness	Safe Passages
	Performing Arts	Safe Passages	Drama	Safe Passages	Brothers on the Rise	BOTR	Drama	Safe Passages	Brothers on the Rise	BOTR
	Technology	Safe Passages	Fashion Design	Safe Passages	Urban Arts	Safe Passages	Fashion Design	Safe Passages	Bike Club	Safe Passages
	Student Leadership	Safe Passages	Robotics	Safe Passages	Tech Bridge	Tech Bridge	Robotics	Safe Passages	Cooking	Safe Passages
	Game Room	Safe Passages	Game Room	Safe Passages	Game Room	Safe Passages	Game Room	Safe Passages	Game Room	Safe Passages

AFTER SCHOOL BUDGET PLANNING SPREADSHEET

ELEMENTARY & MIDDLE SCHOOLS v2.0 11.25.2009

Site #:	School:	Resource:	Program:	ASES	OFCY	Grantee	Lead Agency	Other Lead Agency Funds
	Brewer	6010	1553					
Average # of students to be served daily (ADA):		%	OUSD	Lead Agency	%			
Object	TOTAL GRANT AWARD TO SITE		\$150,000			\$90,000	\$14,174	\$32,112
CERTIFICATED PERSONNEL								
1120	Academic Liaison REQUIRED		\$4,000				\$0	
1120	Certificated Teacher Extended Contracts (6 @ 23.16 pr hr x 1.5 hrs pr day x 68 days)						\$14,174	
	Total certificated		\$4,000				\$14,174	
CLASSIFIED PERSONNEL								
2205	Site Coordinator		\$0	\$45,000		\$0	\$0	\$0
2220	SSO		\$7,200				\$0	
	Program Assistant (\$25 pr hr x 4 hrs pr day x 200 days)			\$20,000				
	Safe Passages Senior Policy Associate @ 15%		\$0			\$9,750		\$16,250
	Total classified		\$7,200	\$65,000		\$9,750	\$0	\$16,250
BENEFITS								
3000's	Employee Benefits for Additional Time (20%)		\$2,240					
3000's	Employee Benefits for Salaried Employees (40%)		\$0					
3000's	Lead Agency benefits (rate: 25 %)			\$11,250		\$2,437		\$4,062
	Total benefits		\$2,240	\$11,250		\$2,437	\$0	\$4,062
BOOKS AND SUPPLIES								
4310	Supplies (OUSD only)		\$0			\$1,783	\$0	\$1,500
4310	Curriculum (OUSD only)		\$0				\$0	\$3,000
5829	Field Trips & Special Events		\$0	\$416		\$1,000	\$0	\$0
4420	Equipment (OUSD only)		\$0				\$0	\$0
	Total books and supplies		\$0	\$416		\$2,783	\$0	\$4,500
CONTRACTED SERVICES								
5825	Academic Mentors (7 @ \$20 pr hr x 6hrs pr wk x 32 wks + 12 hrs of PD)			\$26,880				
5825	Sports & Fitness (\$24 pr hr x 4 hrs pr day x 180 days)					\$17,280		
5828	Urban Arts(\$30 pr hr x 3.5 hrs pr wk x 32 wks)			\$3,360				
5825	Performing Arts (\$25 pr hr x 2hrs pr day x 97 days)					\$4,850		
5825	Brothers on the Rise					\$12,500		
5825	Technology (\$30 pr hr x 2 hrs pr day x 97 days)					\$5,820		
5825	Cooking (\$35 pr hr x 5 hrs pr wk x 24 wks)					\$4,200		
5825	Bike Club (\$30 pr hr x 2 instructors x 4hrs pr wk x 32 wks)					\$7,680		
5825	TechBridge					\$5,000		
5825	Performing Arts (\$25 pr hr x 2hrs pr day x 67 days)					\$3,350		
	Student Leadership(Youth Stipends 16 @ \$100)					\$1,600		
5825	Seasonal Sports \$20 pr hr x 187.5 hrs					\$3,750		
5825	Robotics (\$30 pr hr x 2 hrs pr day x 67 days)			\$4,020				
5825	Fashion Design (\$30 pr hr x 3.5 hrs pr day x 32 days)			\$3,360		\$0		
	Total services		\$0	\$37,620		\$66,030	\$0	\$0
IN-KIND DIRECT SERVICES								
	Professional Development (172 hrs x \$35 pr hr)						\$0	\$6,020
							\$0	
	Total value of in-kind direct services						\$0	\$6,020

2010-2011 Elementary/Middle School After School Program Budget

Subtotals DIRECT SERVICE	85	\$13,440	\$114,286	###	\$81,000	\$14,174	\$30,832
ADMIN, EVAL & INDIRECT COSTS							
Lead Agency admin (4% max of total contracted \$)			\$4,070		\$9,000		\$0
Oakland SUCCESS and required evaluation costs		\$9,331					
Custodial Services		\$1,500					
OUSD Indirect (5.17%)		\$7,374			\$0		
Total Indirect per column	15	\$18,204	\$4,070	###	\$9,000	\$0	\$0
TOTALS							
Total budgeted per column		\$31,644	\$118,356		\$90,000	\$14,174	\$30,832
Total BUDGETED	100	\$150,000	###		\$90,000	\$14,174	\$30,832
BALANCE remaining to allocate		\$0			\$0	\$0	\$0
TOTAL GRANT AWARD/ALLOCATION TO SITE		\$150,000			\$90,000	\$14,174	\$30,832

ASES MATCH REQUIREMENT:	
ASES requires a 3:1 match for every grant award dollar	
Total Match amount required for this grant:	50,000
Facilities count toward 25% of this match requirement:	12,500
Remaining match amount required:	37,500
Match should be met by combined OFCY funds, other site	135,006
Total Match amount left to meet:	-97,506

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: 210/Edna Brewer Middle 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

Safe Passages - 210/Edna Brewer Middle 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: 210/Edna Brewer Middle 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: 210/Edna Brewer Middle 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 1st day of each semester

Contact Information:			
Site Name	210/Edna Brewer Middle School	Lead Agency Name	Safe Passages
Name of Contact Person	Josefina Alvarado-Mena	Email	
Telephone	(510) 238-6368	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 _____

Safe Passages - 210/Edna Brewer Middle School

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.

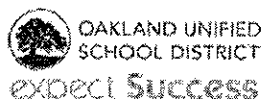
Participant's Name _____
(Print)

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	Safe Passages	Agency's Contact Person	Josefina Alvarado-Mena
Billing Period		Contact Phone #	(510) 238-6368

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**

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

- ♦ All 21st Century and/or ASES invoices must be submitted to the 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 1st through the 30th or 31st.
- ♦ Contractor, Agency, Site Coordinator, and Principal signatures must be secured prior to submission of invoices to the After School Programs Office. All of these signatures must be originals.
- ♦ Invoices for the month are generally due in the After School Programs Office by 5:00 p.m. on the 10th of the following month. This is not a steadfast rule; for example, the invoice for September 1-30th is due in our office on the 11th of October (the 10th is a Sunday). **Invoices that are submitted after the due dates listed below will be processed the following monthly invoicing period.**

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

Invoices due to our office by 5:00 pm on:	Accounts Payable checks to be mailed on:
August 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 21st Century and/or ASES funding:

Paying OUSD Certificated Employees (Teachers)

- ◆ Academic Liaisons should submit a Paid Inservice form and Extended Contract teachers should submit a "Request for Extended Contract" IN ADVANCE to approve all projected work to be completed, using appropriate Budget Org Key (Object Code usually -1120 or -1122)
- ◆ **The FIRST submission of the Paid Inservice/Extended Contract paperwork must be accompanied by a timesheet in order to be processed by OUSD Payroll. No payment will be rendered until timesheets are submitted to our office.**
- ◆ Have Employee sign Extended Contract & ALL Time Sheets
- ◆ Have Principal approve and sign Paid Inservice/Extended Contract & ALL Time Sheets
- ◆ Please be sure to submit ORIGINALS of all documents
- ◆ Please use only ONE SIDED Time Sheets
- ◆ Deliver to Oakland SUCCESS After School Programs Office — All 21st 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.

Paid Inservice/Extended Contract Timesheets Due to Oakland SUCCESS on:	OUSD Payroll Issue Dates (Please allow up to 45 days for payment)
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)



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 21st Century and/or ASES funding:

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

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

Safe Passages - 210/Edna Brewer Middle School

Exhibit H

Certificates of Insurance

INSERT HERE



CERTIFICATE OF LIABILITY INSURANCE

OP ID PC
SAFE-1

DATE (MM/DD/YYYY)

06/03/10

PRODUCER Chapman License #0522024 P. O. Box 5455 Pasadena CA 91117-0455 Phone: 626-405-8031 Fax: 626-405-0585	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 Safe Passages 250 Frank Ogawa Plaza #6306 Oakland CA 94612	<table border="1"><tr><th>INSURERS AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: Nonprofits' Insurance Alliance</td><td>11845</td></tr><tr><td>INSURER B:</td><td></td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr></table>	INSURERS AFFORDING COVERAGE	NAIC #	INSURER A: Nonprofits' Insurance Alliance	11845	INSURER B:		INSURER C:		INSURER D:		INSURER E:	
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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	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	201021017NPO	05/09/10	05/09/11	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$ 1000000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 500000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$ 200000</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$ 1000000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$ 3000000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$ 3000000</td></tr></table>	EACH OCCURRENCE	\$ 1000000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500000	MED EXP (Any one person)	\$ 200000	PERSONAL & ADV INJURY	\$ 1000000	GENERAL AGGREGATE	\$ 3000000	PRODUCTS - COMP/OP AGG	\$ 3000000
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A		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	201021017NPO	05/09/10	05/09/11	<table border="1"><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$ 1000000</td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr></table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 1000000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$				
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		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				<table border="1"><tr><td>AUTO ONLY - EA ACCIDENT</td><td>\$</td></tr><tr><td>OTHER THAN AUTO ONLY: EA ACC</td><td>\$</td></tr><tr><td>AGG</td><td>\$</td></tr></table>	AUTO ONLY - EA ACCIDENT	\$	OTHER THAN AUTO ONLY: EA ACC	\$	AGG	\$						
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		EXCESS / UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$</td></tr><tr><td>AGGREGATE</td><td>\$</td></tr><tr><td></td><td>\$</td></tr><tr><td></td><td>\$</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$	AGGREGATE	\$		\$		\$		\$		
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		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below Y/N <input type="checkbox"/>				<table border="1"><tr><td>WC STATU-TORY LIMITS</td><td>OTH-ER</td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$</td></tr></table>	WC STATU-TORY LIMITS	OTH-ER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$				
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E.L. DISEASE - POLICY LIMIT	\$																	
		OTHER																

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

The Oakland Unified School District, it's officers, employees, volunteers, and/or agents are named as additional insureds with respect to the operations of the named insured per the attached CG 2026 endorsement. 10 days notice of cancellation for non-payment of premium.

CERTIFICATE HOLDER

CANCELLATION

OAKLAND Oakland Unified School District Oakland and Success Office 495 Jones Street Oakland, CA 94603	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> 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.</p> <p>AUTHORIZED REPRESENTATIVE </p>
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ACORD 25 (2009/01)

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IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

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

The Oakland Unified School District, it's officers, employees, volunteers, and/or agents

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

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

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

Exhibit I

Statement of Qualifications

INSERT HERE



250 Frank H. Ogawa Plaza, Suite 6306, Oakland, CA 94612
phone: 510.238.6368 fax 510.238.2062
www.safepassages.org

Safe Passages was founded when Oakland was chosen, in 1996, as one of five urban cities to participate in the Urban Health Initiative of the Robert Wood Johnson Foundation, designed to improve the health and safety of children. The focus of Safe Passages was to create large scale systems change to improve public system service delivery. To this end, Safe Passages developed an unprecedented partnership in Oakland among the city government, the County of Alameda, the Oakland Unified School District (OUSD), the East Bay Community Foundation (EBCF), and a variety of community-based organizations. For the majority of its tenure, the work of Safe Passage focused on bringing and implementing, on a city-wide scale, effective, research based practices in Oakland aimed at reducing the effects of exposure to violence on young children and youth. Safe Passages undeniable success in this endeavor led the board of Safe Passages in 2004 to expand the work of this unprecedented collaborative to other high need areas of Alameda County.

Today over 65 governmental agencies, community service providers, schools, early childhood centers, and philanthropic organizations work together under the Safe Passages umbrella to design, fund, implement, and evaluate programs for poor and vulnerable families in Oakland, particularly those *exposed to community violence*.

Safe Passages has a demonstrated track record in managing multi-year, multimillion dollar grants since 1995, including \$5.2 million in direct cash grants from public agencies including the City of Oakland, Alameda County, Oakland Unified School District, U.S. Department of Justice, U.S. Department of Health & Human Services, California State Board of Corrections, State Asset Forfeiture Fund, and Oakland Police Department; an additional \$9.7 million in direct cash grants from private foundations including Robert Wood Johnson Foundation, The California Endowment, East Bay Community Foundation, United Way, Evelyn & Walter Haas Jr. Fund, Walter S. Johnson Foundation, and the San Francisco Foundation.

Safe Passages will facilitate seamless program delivery; coordinate involvement of collaborative agencies; implement weekly communication strategies with the help of the School Site Coordinator; and fulfill fiscal monitoring and grant reporting responsibilities.