

Board Office Use: Legislative File Info.	
File ID Number	10-0978
Introduction Date	6-14-10
Enactment Number	10-1149
Enactment Date	6-23-10



every student. every classroom. every day.

Memo

To Board of Education

From Tony Smith, Ph.D., Superintendent

Board Meeting Date June 9, 2010

Subject Amendment No. 1 - Memorandum of Understanding - Higher Ground Neighborhood Development Corp. (contractor)- 103/Brookfield Elementary School (site/department)

Action Requested Approval of Amendment No. 1 of the Memorandum of Understanding between Oakland Unified School District and Higher Ground Neighborhood Development Corp. Services to be primarily provided to 103/Brookfield Elementary School for the period of July 1, 2009 through June 30, 2010.

Background
A one paragraph explanation of why the consultant's services are needed The amendment will expand the physical fitness component of the after school program. Students will receive nutrition classes that include gardening along with expanded physical fitness activities. They will also participate in intramural play with other Higher Ground Neighborhood Development Corporation school sites.

Discussion
One paragraph summary of the scope of work. Approval by the Board of Education of Amendment No. 1 of the Memorandum of Understanding between the Oakland Unified School District and Higher Ground Neighborhood Development Corporation for the latter to provide services to expand the physical fitness component of the after school program so that students will receive nutrition classes that include gardening along with expanded physical fitness activities at Brookfield Elementary School for the period of July 1, 2009 to June 30, 2010, in the amount of \$5,000.00, increasing the Agreement from \$87,283.00 to a not-to-exceed amount of \$92,283.00, pursuant to the terms and conditions as specified in the MOU.

Recommendation Approval of a Memorandum of Understanding (MOU) between Oakland Unified School District and Higher Ground Neighborhood Development Corp. Services to be primarily provided to 103/Brookfield Elementary School for the period July 1, 2009 through June 30, 2009.

Fiscal Impact Funding Resource 6010/After School Education and Safety (ASES)/Prop 49 in the amount of \$5,000.00, increasing the Agreement from \$87,283.00 to a not-to-exceed amount of \$92,283.00.

Attachments

- Amendment No. 1, Memorandum of Understanding
- Revised Scope of Work
- Revised Budget and Program Schedule
- Copy of original Memorandum of Understanding

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

This Amendment is entered into between the Oakland Unified School District (OUSD) and Higher Ground Neighborhood (Agency). The parties entered into a Memorandum of Understanding (MOU) with Agency on 7/1/09, and the parties agree to amend that Agreement as follows:

1. **Services:** ☐ The scope of work is unchanged. ☒ The scope of work has changed.

If scope of work changed: Provide brief description of revised scope of work including description of expected final results, such as services, materials, additional sites to receive services, and/or reports; attach additional pages as necessary. Agency agrees to provide the following amended services:

The program will expand the physical education component of the after school program. Students will receive nutrition classes that include gardening along with expanded physical fitness activities. They will also participate in intramural play with other Higher Ground school sites.

2. **Terms (duration):** ☒ The term of the MOU is unchanged. ☐ The term of the MOU has changed.

If term is changed: The term of the MOU is extended by an additional _____ (days/weeks/months), and the amended expiration date is _____.

3. **Compensation:** ☐ The compensation is unchanged. ☒ The compensation has changed.

If the compensation is changed: The MOU price is amended by:

☒ Increase of \$ 5,000.00 to original MOU amount – Funding Source: 6010 - ASES

☐ Decrease of \$ _____ to original MOU amount – Funding Source: _____

The new MOU total is (☒ not to exceed) Ninety two thousand, two hundred eighty three dollars (\$ 92,283.00).

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

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

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

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

OAKLAND UNIFIED SCHOOL DISTRICT

AGENCY

☒ President, Board of Education

☐ State Administrator

☐ Interim Superintendent

Secretary, Board of Education

Date

Contractor's Signature

Tiffany Gipson, Administrative Operations

Print Name, Title

Board Office Use: **Legislative File Info.**

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EXHIBIT "A" Scope of Work

DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

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

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

Approval by the Board of Education of Amendment No. 1 of the Memorandum of Understanding between Oakland Unified School District and Higher Ground Neighborhood Development Corporation, Oakland, CA, for the latter to provide services to expand the physical fitness component of the after school program so that students will receive nutrition classes that include gardening along with expanded physical fitness activities at Brookfield Elementary School for the period of July 1, 2009 through June 30, 2010, in the amount of \$5,000.00, increasing the Agreement from \$87,283.00 to a not-to-exceed amount of \$92,283.00, pursuant to the terms and conditions as specified in the MOU.

SCOPE OF WORK

Higher Ground Neighborhood Development Corporation will provide additional services for a total not to exceed \$5,000.00. Services are anticipated to begin on 7/01/2009 and end on 6/30/2010.

- 1. Description of Services to be Provided** Please provide a one or two paragraphs program description of the service(s) the contractor will provide. Be specific about what service(s) OUSD is purchasing and the planned outcome.

The "Eat, Play, Live, Learn" program will expand the physical education component of the after school program. Students will receive nutrition classes that include gardening along with the expanded physical fitness activities. They will also participate in intramural play with other Higher Ground school sites. The program will provide: Gardening Programming 40 hours, Nutrition Programming 50 hours, and Physical Education Programming 65 hours.

- 2. Strategic Alignment: School-based contracts:** Make clear how this service supports your academic goals and increases student achievement. Provide details as to program participation (Students will...) and intended outcomes (Students will be able to...)
Central office contracts: How does this service support the overall strategic goals of your department and increase student achievement?

Students will learn participate in gardening and nutrition classes that reinforce their math and science skills. Students will also participate in additional physical fitness activities.

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

Please select:

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

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

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

School Site: Brookfield		ASES Resource 6010, Program 1553		OFCY
Average # of students to be served daily (ADA): 90		%	OUSD	Lead Agency Grantee
Obj Codes	TOTAL GRANT AWARD TO SITE		\$112,500	\$0
CERTIFICATED PERSONNEL				
1120	Academic Liaison REQUIRED		\$4,000	
1120	Certificated Teacher Extended Contracts			
			\$0	
	Total certificated		\$4,000	
CLASSIFIED PERSONNEL				
2205	Site Coordinator		\$33,880	\$5,000
2220	SSO		\$0	
	Additional staff support		\$0	
	Total classified		\$0	\$5,000
BENEFITS				
3000's	Employee Benefits for Additional Time (20%)		\$800	
3000's	Employee Benefits for Salaried Employees (40%)		\$0	
3000's	Lead Agency benefits (rate: 25 %)		\$8,470	
	Total benefits		\$800	\$0
BOOKS AND SUPPLIES				
4310	Supplies (OUSD only)		\$1,451	\$853
4310	Curriculum (OUSD only)†		\$0	
5829	Field Trips		\$0	
4420	Equipment (OUSD only)		\$0	
	Cell Phones/Internet			\$1,000
	Total books and supplies		\$1,451	\$0
CONTRACTED SERVICES				
5825	HG Program Assistant 1 X \$16 X 30 hrs X 44		\$0	\$21,120
5825	HG Core Team Member 5 staff X \$16/hr X 22 hrs X 42		\$40,578	\$33,342
5825	OPR		\$0	\$4,205
5825	Opera Piccola		\$1,000	\$3,000
5825	Chorus 1 X \$50 X 1 hr/session X 2 sessions/wk X 33 wks			\$3,300
5825	HG PE/Garden Program \$30 X 40 hours		\$1,200	
5825	HG PE/Garden Program \$25 X 50 hours		\$1,250	
5825	HG PE/Garden Program 2 staff X \$16/hr X 65 hours		\$2,080	
5825	HG League Fees		\$570	
5825				
5825				
5825				
	Total services		\$0	\$46,678
	Subtotals DIRECT SERVICE		\$6,251	\$89,028
ADMIN, EVAL & INDIRECT COSTS				
	Lead Agency admin (4% max of total contracted \$)		\$3,355	\$7,980
	Oakland SUCCESS and required evaluation costs		\$7,009	
	Custodial Services		\$1,500	
	OUSD Indirect		\$5,357	\$0
	Total Indirect per column		\$13,866	\$7,980
TOTALS	Total budgeted per column		\$20,117	\$92,383
	Total BUDGETED	100	\$112,500	\$79,800
	BALANCE remaining to allocate		\$0	\$0
	TOTAL GRANT AWARD TO SITE		\$112,500	\$79,800

ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

04/01/2010

PRODUCER 510.523.3435 FAX 510.523.1632

BayRisk Insurance Brokers Inc.

1920 Minturn Street

P.O. Box 567

Alameda, CA 94501-9667

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.**INSURERS AFFORDING COVERAGE**

NAIC #

INSURER A: St Paul Travelers Insurance Co

INSURER B: United States Liability Ins Co

INSURER C:

INSURER D:

INSURER E:

INSURED Higher Ground Neighborhood Development Corp.

6441 Herzog Street

Oakland, CA 94608-1221

COVERAGES

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

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	I-660-0394L923-10	03/14/2010	03/14/2011	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
		EXCESS / UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B		OTHER Directors & Officers	ND010610198	03/14/2010	03/14/2011	\$1,000,000 Per Claim \$1,000,000 Per Aggregate

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

Certificate holder is named as additional insured as respects to General Liability and is subject to the policy terms, conditions and exclusions per attached form GN 01 88 01 96.

*Policy Cancellation Exception: 10 days for non-payment of premium.

CERTIFICATE HOLDER**CANCELLATION**

Oakland Unified School District
1025 2nd Ave
Oakland, CA 94606

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

AUTHORIZED REPRESENTATIVE

Kym Hayward/KYM

ACORD 25 (2009/01)

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P.O. BOX 420807, SAN FRANCISCO, CA 94142-0807

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 03-08-2010

GROUP:

POLICY NUMBER: 1942317-2009

CERTIFICATE ID: 2

CERTIFICATE EXPIRES: 11-01-2010
11-25-2009/11-01-2010OAKLAND UNIFIED SCHOOL DISTRICT
401 JONES AVE
OAKLAND CA 94603-1123

NB

This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon 10 days advance written notice to the employer.

We will also give you 10 days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions, of such policy.

AUTHORIZED REPRESENTATIVE
PRESIDENT

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.

EMPLOYER

HIGHER GROUND NEIGHBORHOOD DEVELOPMENT AND
CORP
8441 HERZOG ST
OAKLAND CA 94608

[FG8,NB]

MEMORANDUM OF UNDERSTANDING

AMENDMENT ROUTING FORM

Basic Directions

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

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

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

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

Agency Information

Agency Name	Higher Ground Neighborhood Development Co	Agency's Contact Person	Tiffany Gipson
Street Address	6441 Herzog Street	Title	Administrative Operations Director
City	Oakland	Telephone	510-418-2495
State	CA 94602	Zip Code	
Email	tiffany4progress@yahoo.com		
OUSD Vendor Number	1001673		
Attachments	<input checked="" type="checkbox"/> MOU amendment <input checked="" type="checkbox"/> Scope of work, if changed <input type="checkbox"/> If additional consultants will be working on site, attach agency letter verifying additional consultants have met the Fingerprinting/Background Investigation and have a negative tuberculosis status.		

Compensation – Must be within OUSD Billing Guidelines

Original MOU Amount	87,283	Original PO Number	P1001992
Amended Amount	\$5,000.00	Amendment Requisition Number	R0003847
Total Amended MOU Amount	92,283		

Budget Information


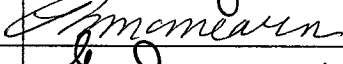

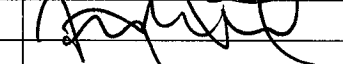
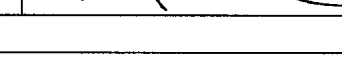
Resource Name	Org Key #	Object Code	Amount
6010	1031553401	5825	\$5,000.00
		5825	

OUSD Contract Originator Information

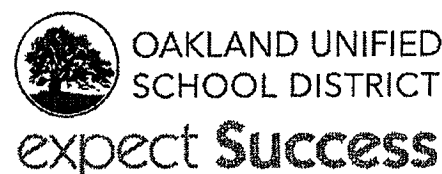
Name of OUSD Contact	Adam Taylor	Email	adam.taylor@ousd.k12.ca.us
Telephone	879-1030	Fax	879-1039
Site/Dept. Name	Brookfield - 103		

Approval and Routing (in order of approval steps)

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

Please sign under the appropriate column.	Approved	Denied – Reason	Date
1. Site Administrator or SO Manager			4/23/10
2. Resource Manager, if applicable (e.g. State and Federal, Oakland SUCCESS)			5/10/10
3. Network or Executive Officer			
4. Cabinet (CAO, CCO, CFO, CSO, Asst Sup)			6/1/10
5. Supervisor Superintendent			
Legal – Required if not standard MOU Amendment			
Procurement	Date Received		


Board Office Use: Legislative File Info.	
File ID Number	09-1775
Introduction Date	8/17/09
Enactment Number	
Enactment Date	



every student. every classroom. every day.

Memo

To Board of Education

From Tony Smith, Ph.D., Superintendent 

Board Meeting Date August 26, 2009

Subject Memorandum of Understanding - Higher Ground Neighborhood Development Corp. (contractor)- 103/Brookfield Elementary School (site/department)

Action Requested Approval of a Memorandum of Understanding between Oakland Unified School District and Higher Ground Neighborhood Development Corp. Services to be primarily provided to 103/Brookfield Elementary School for the period of July 1, 2009 through June 30, 2010.

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

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

Discussion
One paragraph summary of the scope of work.

Approval by the Board of Education of a Memorandum of Understanding between the Oakland Unified School District and Higher Ground Neighborhood Development Corporation for the latter to provide services as lead agency to provide program coordination, math intervention, homework support, student supervision, and variety of enrichment services for 103/Brookfield Elementary School's comprehensive After School Program in the capacity of the After School Education and Safety (ASES) Grant, for the period of July 1, 2009 to June 30, 2010, in an amount not to exceed \$87,283.00.

Recommendation Approval of a Memorandum of Understanding (MOU) between Oakland Unified School District and Higher Ground Neighborhood Development Corp. Services to be primarily provided to 103/Brookfield Elementary School for the period July 1, 2009 through June 30, 2009.

Fiscal Impact Funding Resource 6010/After School Education and Safety (ASES)/Prop 49 in an amount not to exceed \$87,283.00.

Attachments

- Master Memorandum of Understanding

Memorandum of Understanding 2009-2010
Between Oakland Unified School District and Higher Ground Neighborhood Development Corp.

1. **Intent.** This Memorandum of Understanding ("MOU") establishes the Oakland Unified School District's ("OUSD") intent to contract with the Higher Ground Neighborhood Development Corp. (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 103/Brookfield Elementary 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, 2009 to June 30, 2010 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 103/Brookfield Elementary is \$87,283.00. 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 2009-2010")

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.

Higher Ground Neighborhood Development Corp. - 103/Brookfield Elementary

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 2009-2010 and will not exceed \$ 87,283.00 in accordance with Exhibit B. **Exhibit B** ("ASEP/21st CCLC Planning Tool/Comprehensive After School Program Budget for AGENCY 2009-10").

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 103/Brookfield Elementary, will be responsible for operations and management of the ASEP, 21st CCLC and OFCY grants contracted to AGENCY by OUSD for fiscal year 2009-2010. 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 103/Brookfield Elementary 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 K through 5 grade students at 103/Brookfield Elementary, 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 165-180 days during the 2009 – 2010 school year. AGENCY will close the ASEP and 21st CCLC program no more than a maximum of 3 days in the 2009-10 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 103/Brookfield Elementary. 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/OFCE attendance systems and maintaining required attendance records utilizing the OUSD/OFCE 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 Higher Ground Neighborhood Development at 103/Brookfield Elementary

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 103/Brookfield Elementary
- 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 Higher Ground Neighborhood Development C-103/Brookfield Elementary

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 (eg 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, Higher Ground Neighborhood Development, 103/Brookfield Elementary

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 2009-2010. AGENCY will function as a sub recipient of funding and as such will follow all required fiscal guidelines and meet outlined standards as referenced in applicable Federal and State sub recipient guidelines. AGENCY will ensure that all contracted funds of this MOU are expended as per grant guidelines.

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

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

8. Invoicing

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

8.2. Unallowable Expenses. AGENCY may not purchase computers or capital equipment using ASEP, 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 2009-10 not to exceed \$ 87,283.00 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 09-10 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: Higher Ground Neighborhood Development, 6-103/Brookfield Elementary

(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. If any litigation is initiated to enforce or interpret this MOU, the prevailing party shall be entitled to reasonable attorney's fees and costs. This Agreement shall be performed in Oakland, CA and is governed by the laws of the State of California.

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

AGENCY

☐ President, Board of Education
☐ State Administrator
☐ Interim Superintendent

Date

Agency Director Signature

Date

Tiffany Gipson, Operations Director

Print Name, Title

Secretary,
Board of Education

Date

Jane Nicholson, Executive Officer
Complementary Learning

5/28/09
Date

Adam Taylor, Principal
103/Brookfield Elementary

5/18/09
Date

Network Executive Officer

6/5/09
Date

Attachments:

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

Exhibit A

Attendance Reporting Schedule 2009-2010

Oakland Unified School District After School Program Attendance Reporting Schedule	
Monthly Attendance Period	Monthly Attendance is Due to OUSD Database
September 1-30, 2009	October 5, 2009
October 1-30, 2009	November 2, 2009
November 1-30, 2009	December 7, 2009
December 1-31, 2009	January 4, 2010
January 1-31, 2010	February 8, 2010
February 1-28, 2010	March 1, 2010
March 1-31, 2010	April 12, 2010
April 1-30, 2010	May 3, 2010
May 1-31, 2010	June 7, 2010
June 1-30, 2010	July 5, 2010

Exhibit B

Planning Tool / Comprehensive After School Program Budget
(Template distributed separately)

INSERT HERE

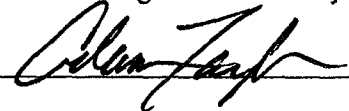
OUSD Oakland SUCCESS
Comprehensive After School Program Plan
Elementary & Middle Schools
2009 – 2010

SECTION 1: School Site Information

School Site: Brookfield Village Elementary School

Date: April 15, 2009

Principal signature: _____



Lead Agency signature: _____



After School Coordinator Name (if known at this time): Erica Brown

SECTION 2: After School Program Vision and Goals

Please describe your school site's overall vision for the After School Program

The focus of the program is to provide a safe and nurturing place where students are provided access to a comprehensive after-school program that offers both academic and enrichment activities that will support them in their development as successful and well-rounded individuals.

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

80% of students attending 80% of the time will show an average improvement of five percentile points on their standardized test scores. 20% will show some level of growth and will be given additional support through staff and regular teachers. Students will show an average improvement of 20% in their level of physical fitness (as reported by a pre and post test administered by the athletic coaches).

80% of students participating in the program 80% of the time will indicate they are satisfied or very satisfied with the After-School Program on a survey conducted in the Spring of 2009

90% of the students' surveys will indicate they feel safe at the after school program and all related activities.

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

We serve all students in each of the targeted populations. Students in the FBB, BB and ELL categories get first priority at the various targeted remedial intervention programs offered through the program. All other students are supported through skill building and other academic intervention activities.

SECTION 3: Alignment with Single Plan for Student Achievement (SPSA)

List specific priorities, action items, and targets from school site plan that will be reinforced in the After School Program. You may cut and paste from your SPSA.

K – support site's intervention strategies to improve high frequency words and rhyming;
1st – support site's intervention strategies to improve spelling and word reading;
2nd – 5th support site's strategies to improve fluency, comprehension, vocabulary, math proficiency and
Increase inquiry skills of all grade levels through comprehensive science program.

Program models:

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

For 2009-2010, my site selects:

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

SECTION 4: 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 and coordination with SES tutoring.

	Target Population	Academic Support (choose one)	Description of Program	Instructional Strategies	Resources	Method of Communication w/ School Day
1	1 st – 5 th Grades All levels	<input checked="" type="checkbox"/> Homework Support <input type="checkbox"/> Tutoring <input type="checkbox"/> Skill Building <input type="checkbox"/> Academic Intervntn <input type="checkbox"/> Other	Homework Center	Helping students with completion and mastery of daily homework assignments. The goal is to give students examples of how to complete all assignments.	Agency created, standards based curriculum	Monthly School staff meeting, database reporting, weekly school staff check-ins, scheduled school staff individual meetings, & required written correspondence/memos.
2	Kinder Care	<input checked="" type="checkbox"/> Homework Support <input type="checkbox"/> Tutoring <input checked="" type="checkbox"/> Skill Building <input checked="" type="checkbox"/> Academic Intervntn <input type="checkbox"/> Other	Kinder Care - ABC Fundamentals & Phonetics and Homework Assistance	ASP Staff will help students with completion and mastery of daily homework assignments. ASP staff will facilitate, coordinate & document planned activities, progress and conduct performance evaluations.	Open Court/ Site Based	Monthly School staff meeting, database reporting, weekly school staff check-ins, scheduled school staff individual meetings, & required written correspondence/memos.
3	1 st – 5 th All levels	<input type="checkbox"/> Homework Support <input type="checkbox"/> Tutoring <input checked="" type="checkbox"/> Skill Building <input type="checkbox"/> Academic Intervntn <input type="checkbox"/> Other	Math Race	Students will master math basics and increase accuracy through a series of math exercises and timed test.	Scholastics Minute Math, Agency created standards based curriculum	Monthly School staff meeting, database reporting, weekly school staff check-ins, scheduled school staff individual meetings, & required written correspondence/memos.

4	3 rd – 5 th Grades All levels	<input type="checkbox"/> Homework Support <input type="checkbox"/> Tutoring <input checked="" type="checkbox"/> Skill Building <input type="checkbox"/> Academic Intervntn <input checked="" type="checkbox"/> Other	Science House	Facilitate science projects that will allow students to learn how to practice critical thinking, facilitate investigation and inquiry through experiments, understanding scientific terms and fun facts.	Agency Created based on best practices.	Monthly School staff meeting, database reporting, weekly school staff check-ins, scheduled school staff individual meetings, & required written correspondence/memos.
5	K – 2 nd Grades ALL levels	<input type="checkbox"/> Homework Support <input type="checkbox"/> Tutoring <input checked="" type="checkbox"/> Skill Building <input type="checkbox"/> Academic Intervntn <input type="checkbox"/> Other	Vocabulary Program is a Two-Unit 48 Week Lesson plan to enhance skill building, retention, and comprehension of spelling, synonyms/antonyms, and definition.	ASP Staff will lead, coordinate & document lesson plan activities, progress, and conduct performance evaluations.	Open Court and High Frequency Words	Monthly School staff meeting, database reporting, weekly school staff check-ins, scheduled school staff individual meetings, & required written correspondence/memos.
6	K – 5 th Grades Site-determined	<input type="checkbox"/> Homework Support <input checked="" type="checkbox"/> Tutoring <input type="checkbox"/> Skill Building <input checked="" type="checkbox"/> Academic Intervntn <input type="checkbox"/> Other	Teacher Intervention	Teachers will facilitate tutor sessions one day a week per grade.	School day standards based curriculum	Monthly School staff meeting, database reporting, weekly school staff check-ins, scheduled school staff individual meetings, & required written correspondence/memos.

SECTION 5: ENRICHMENT & PHYSICAL ACTIVITY/RECREATION

Type of Enrichment	Rationale	Brief Description	Targeted Skills	Instructional Methods	Resources/ Providers
Performing Art	<input checked="" type="checkbox"/> Student Identified <input checked="" type="checkbox"/> School Identified <input type="checkbox"/> Parent Identified <input type="checkbox"/> Other (specify)	Exposure to different cultural dances and genres including African Dance, Ballet Folklorico, Modern/Expressive Dance and Yoga. Students will also learn coral singing and basic music theory.	<input type="checkbox"/> Conflict Resolution <input type="checkbox"/> Social Skills <input type="checkbox"/> Leadership <input type="checkbox"/> Academic (specify) <input checked="" type="checkbox"/> Health/Fitness <input checked="" type="checkbox"/> Other (specify) Self Expression	Instructors will introduce dance and is history then teach routines to be performed at quarterly showcase	Opera Piccola, Steven Koneffklatt, Happy Feet, Valerie Troutt
Visual Art	<input checked="" type="checkbox"/> Student Identified <input checked="" type="checkbox"/> School Identified <input checked="" type="checkbox"/> Parent Identified <input type="checkbox"/> Other (specify)	Exposure to arts and crafts, painting, beading, etc. Expressing feelings through art	<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 checked="" type="checkbox"/> Other (specify) Self Expression	Instructors will show model of project to be completed then give step by step instruction for completion.	Opera Piccola, In House Staff
Service Learning/ Leadership	<input checked="" type="checkbox"/> Student Identified <input checked="" type="checkbox"/> School Identified <input checked="" type="checkbox"/> Parent Identified <input type="checkbox"/> Other (specify)	Self-esteem and character building. Making students aware of the larger community and their ability to impact it. Colossal Clubs - Interest based groups designed to allow student to learn/experience new and interesting things about subject that interest them	<input checked="" type="checkbox"/> Conflict Resolution <input checked="" type="checkbox"/> Social Skills <input checked="" type="checkbox"/> Leadership <input checked="" type="checkbox"/> Academic (specify) <input type="checkbox"/> Health/Fitness <input type="checkbox"/> Other (specify)	Project based instruction based on weekly theme	Higher Ground, Girl Scouts

Organized Sports, Physical Fitness & Recreational Sports	<input checked="" type="checkbox"/> Student Identified <input checked="" type="checkbox"/> School Identified <input checked="" type="checkbox"/> Parent Identified <input type="checkbox"/> Other (specify)	Promote fitness, leadership, sportsmanship, and activeness	<input checked="" type="checkbox"/> Conflict Resolution <input type="checkbox"/> Social Skills <input checked="" type="checkbox"/> Leadership <input type="checkbox"/> Academic (specify) <input checked="" type="checkbox"/> Health/Fitness <input type="checkbox"/> Other (specify)	Staff will lead physical activities & sports coordination. Students will participate in program related performances, sporting events & competitions.	In House Staff and Oakland Parks and Rec
--	--	---	--	---	---

SECTION 6: ATTENDANCE AND PROGRAM DATES

To meet the minimum funding requirements, the After School program component commences immediately upon the conclusion of the regular day and operates at least until 6pm on every regular school day (EC 8483)

Projected # of Program Days your program will operate during School Year 2009-2010:

174

Projected Daily Attendance during School Year 2009-2010:

90

Recruitment Plan

How will the school site identify and recruit students for the program? Which parties will be responsible for supporting the identification and recruitment of students?

Higher Ground is responsible for the recruitment and retention of students for the program. Students from the 09-10 school year can do early enrollment in June 2009. Brochures and fliers for the program will be available in the front office beginning in July 2009. There will be two coffee sessions set-up the first week of school to answer any questions about the program. There will also be a Parent Orientation that week so that parents can meet the providers and ask any questions they may have about the program. The program must maintain a waiting list. Students that are to participate in the Pull-Out program will be identified through teacher assessments and test scores. All other slots in the program are open to students on a first come, first served basis.

SECTION 7: Program Management & Coordination

Who is the Principal's designee to coordinate and manage the program?

☒ Lead Agency ☐ Individual Consultant ☐ OUSD Administrator/ Staff member

Name:

Higher Ground Neighborhood Development Corp

Assurances to ensure Alignment with School Day
Principal should initial below

- ☒ Site Administrator meets regularly with Site Coordinator to ensure program is meeting identified goals
- ☒ Site shares student outcome data to better refine program (EduSoft, Report Cards, IEP's, etc.)
- ☒ Site Administrator identifies a Certificated staff person to serve as the program's Academic Liaison
- ☒ Site invites Site Coordinator to participate in school day meetings and professional development opportunities to ensure consistency in standards of teaching and learning and positive school climate
- ☒ Site invites Site Coordinator to participate on SSC and SST to ensure coordination of services
- ☒ Site coordinates the use of facilities and site level resources
- ☒ Site will provide Site Coordinator with office space that includes access to internet and phone.

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.)

Higher Ground Neighborhood Development Corp. (Higher Ground) is a multi-services non-profit 501c(3) organized to provide supplemental services to children, parents and schools. The organization was launched in 2001 and this is the sixth year of operation in Oakland Unified School District. Higher Ground has also facilitated the Lions Roar After-School Program at Brookfield Village Elementary School for the last three years and under its direction the program has thrived.

Academic Liaison

The Academic Liaison must be a current certificated staff member who is engaged with the school site faculty on a daily basis. The Academic Liaison cannot be a consultant. For complete job description, please see Appendix B.

Please list your site's proposed Academic Liaison for 2009-2010: TBD

What is this person's current position/role at your school site:
(e.g. TSA, teacher, etc.)

Facility Use

Will the After School Program have access to Keys?

☒ Yes ☐ No

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

☒ Yes ☐ No

How many classrooms will your After School Program occupy? 6

Please name the large spaces that your program will use:
Cafeteria, Auditorium, School Yard

SSO Staffing: (check one)

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

☐ Site has a school day SSO who we plan to pay ET/OT to accommodate after school

☒ Site does not need an SSO



HIGHER GROUND NEIGHBORHOOD DEVELOPMENT CORP.
highergroundndc@yahoo.com

Brookfield Village Elementary School
Lions Roar After-School Program



Schedule 09-10

	M	T	TH	F	W	
1:30 – 1:45 pm					Check-In/ Transition (6:90)	1:30 – 1:45
1:45 – 2:45 pm					Learning Games (1:15) Team Building (2:30) Health and Fitness (3:45)	1:45 – 2:45
2:45 – 3:00 pm	Check-In/Snack (6:90)				Snack/Transition (6:90)	2:45 – 3:00
3:00 – 4:30 pm	Transition/Homework and Tutoring K (1:15); 1 st (1:15); 2 nd /3 rd (2:30); 4 th /5 th (2:30)					3:00 – 4:30
4:30 pm	Early Check-Out					4:30
4:30 – 5:30 pm	Health/Fitness Organized Sports (3:45) Learning Games (1:15) Visual Art (1:15) Performing Art (1:15)	Health/Fitness Organized Sports (3:45) Visual Art (1:15) Performing Art (1:15) Service Learning/Leadership (1:15)	Health/Fitness Organized Sports (3:45) Visual Art (1:15) Performing Art (1:15) Service Learning/Leadership (1:15)	Health/Fitness Organized Sports (3:45) Learning Games (1:15) Visual Art (1:15) Performing Art (1:15)	Health/Fitness Organized Sports (3:45) Learning Games (1:15) Visual Art (1:15) Performing Art (1:15)	4:30 – 5:30
5:30 – 5:45 pm	Team Building/Close-Out Activity (6:90)					5:30 – 5:45
5:45 – 6:00 pm	Transition/Check-Out (6:90)					5:45 – 6:00

School Site: Brookfield		ASES		OFCY
Average # of students to be served daily (ADA): 90		%	Resource 6010, Program 1553	Grantee
Obj Codes	TOTAL GRANT AWARD TO SITE		OUUSD	Lead Agency
			\$112,500	\$0
CERTIFICATED PERSONNEL				
1120	Academic Liaison REQUIRED		\$3,900	
1120	Certificated Teacher Extended Contracts		\$5,558	
			\$0	
	Total certificated		\$9,458	
CLASSIFIED PERSONNEL				
2205	Site Coordinator			\$5,000
2220	SSO		\$0	
	Additional staff support		\$0	
	Total classified		\$0	\$5,000
BENEFITS				
3000's	Employee Benefits for Additional Time (20%)		\$1,892	
3000's	Employee Benefits for Salaried Employees (40%)		\$0	
3000's	Lead Agency benefits (rate: 25 %)			\$8,470
	Total benefits		\$1,892	\$8,470
BOOKS AND SUPPLIES				
4310	Supplies (OUUSD only)			\$143
4310	Curriculum (OUUSD only)		\$0	
5829	Field Trips		\$0	
4420	Equipment (OUUSD only)		\$0	
	Total books and supplies		\$0	\$143
CONTRACTED SERVICES				
5825	HG Program Assistant 1 X \$16 X 30 hrs X 44		\$0	\$21,120
5825	HG Core Team Member 5 staff X \$16/hr X 22 hrs X 42		\$40,578	\$33,342
5825	OPR		\$0	\$4,205
5825	Opera Piccola		\$1,000	\$3,000
5825	Chorus 1 X \$50 X 1 hr/session X 2 sessions/wk X 33 wks			\$3,300
5825				
5825			\$0	
5825				
5825				
5825				
5825				
5825				
	Total services		\$0	\$41,578
	Subtotals DIRECT SERVICE	85	\$11,350	\$83,928
ADMIN, EVAL & INDIRECT COSTS				
	Lead Agency admin (4% max of total contracted \$)			\$7,790
	Oakland SUCCESS and required evaluation costs		\$7,009	
	Custodial Services		\$1,500	
	OUUSD Indirect		\$5,357	\$0
	Total Indirect per column	15	\$13,866	\$3,355
TOTALS	Total budgeted per column		\$25,217	\$87,283
	Total BUDGETED	100	\$112,500	\$77,900
	BALANCE remaining to allocate		\$0	\$0
	TOTAL GRANT AWARD TO SITE		\$112,500	\$77,900

Exhibit C

OUSD Oakland SUCCESS AFTER SCHOOL PROGRAM

PARENT PERMISSION AND STUDENT INFORMATION

I give my child permission to participate in the 2009-10 _____ After School Program.

Name of School: 103/Brookfield Elementary

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

Exhibit C

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

Exhibit C

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

Exhibit C

EARLY RELEASE WAIVER (OPTIONAL)

School Site: 103/Brookfield Elementary

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

Exhibit C

WAIVER OF PICK UP POLICY (OPTIONAL)

FOR STUDENTS AGES ____ and older ONLY

School Site: 103/Brookfield Elementary

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	103/Brookfield Elementary	Lead Agency Name	Higher Ground Neighborhood
Name of Contact Person	Tiffany Gipson	Email	tiffany4progress@yahoo.com
Telephone	(510) 967-5172	Fax	

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

- ☐ Fall Semester- August 31, 2009 to January 29, 2010
☐ Spring Semester- February 1, 2010 to June 17, 2010

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 Adam J. Taylor Date 5/18/09

Exhibit E Waiver for use of East Bay Regional Park District Bodies of Water
(Swimming Pools, Lagoons, Shoreline Parks and Lakes) and Related Facilities

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

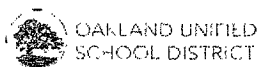


Exhibit F
INVOICING AND STAFF QUALIFICATIONS FORM
2009-10

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	Higher Ground Neighborhood Development	Agency's Contact Person	Tiffany Gipson
Billing Period		Contact Phone #	(510) 967-5172

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 2009-2010

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 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 Oakland SUCCESS office. All of these signatures must be originals.
- ◆ Invoices for the month are generally due in the Oakland SUCCESS office by 5:00 p.m. on the 10th of the following month. Though this is not a steadfast rule, for example, the invoice for January 1-30th is due in our office on the 11th of February (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 the Oakland Success Office by 5:00 pm on:	Accounts payable checks to be mailed on:
August 13, 2009	August 27, 2009
September 10, 2009	September 25, 2009
October 12, 2009	October 27, 2009
November 10, 2009	November 25, 2009
December 5, 2009	December 23, 2009
January 8, 2010	January 25, 2010
February 10, 2010	February 25, 2010
March 10, 2010	March 25, 2010
April 12, 2010	April 26, 2010
May 11, 2010	May 26, 2010
June 11, 2010 for May invoices	June 28, 2010
June 15, 2010 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 EXTENDED CONTRACTS and TIME SHEETS
OUSD CERTIFICATED TEACHERS 2009-2010**

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

Paying OUSD Certificated Employees (Teachers)

- ♦ Complete "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 Extended Contract paperwork must be accompanied by a timesheet in order to be processed by OUSD Payroll. No payment will be rendered on an extended contract until timesheets are submitted to our office.**
- ♦ Have Employee sign Extended Contract & ALL Time Sheets
- ♦ Have Site Coordinator sign Extended Contract & ALL Time Sheets
- ♦ Have Principal approve and sign 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—All 21st Century and/or ASES Extended Contracts and Time Sheets must be submitted to the Oakland SUCCESS 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**
- ♦ **Union Contract rate for Academic Liaison is \$30.12**
- ♦ Once Extended Contract paperwork has been approved and submitted, only timesheets are required to be submitted for subsequent payments.

Extended Contract Timesheets Due to Oakland SUCCESS office by NOON on:	OUSD Payroll Issue Dates (Please allow up to 45 days for payment)
August 28, 2009	October 15, 2009
September 30, 2009	November 13, 2009
October 30, 2009	December 15, 2009
November 25, 2009	January 15, 2010
December 18, 2009	February 12, 2010
January 30, 2010	March 15, 2010
February 26, 2010	April 15, 2010
March 31, 2010	May 14, 2010
April 30, 2010	June 15, 2010
May 27, 2010	July 15, 2010
June 15, 2010	July 15, 2010

Exhibit G (3)



PROCEDURES for EXTENDED TIME and/or OVERTIME FORMS (ET/OT) for OUSD CLASSIFIED EMPLOYEES 2009-2010

The following procedures are required in submitting fiscal forms for Extended Time and/or Overtime (ET/OT) for OUSD 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
- ♦ Deliver to Oakland SUCCESS -- All 21st Century and/or ASES ET and/or OT forms must be submitted to the Oakland SUCCESS 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
August 29, 2009	September 15, 2009
September 15, 2009	September 30, 2009
September 30, 2009	October 15, 2009
October 15, 2009	October 30, 2009
October 30, 2009	November 13, 2009
November 13, 2009	November 30, 2009
November 25, 2009	December 15, 2009
	December 18, 2009 (OEA Only)
December 15, 2009	December 30, 2009
December 18, 2009	January 15, 2010
January 15, 2010	January 29, 2010
January 29, 2010	February 12, 2010
February 12, 2010	February 26, 2010
February 26, 2010	March 15, 2010
March 12, 2010	March 31, 2010
March 31, 2010	April 15, 2010
April 15, 2010	April 30, 2010
April 30, 2010	May 14, 2010
May 14, 2010	May 27, 2010
May 27, 2010	June 15, 2010
June 15, 2010	June 30, 2010

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

Exhibit H Certificates of Insurance

INSERT HERE

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/17/2009

PRODUCER 510.523.3435 FAX 510.523.1632

BayRisk Insurance Brokers Inc.

1920 Minturn Street

P.O. Box 567

Alameda, CA 94501-9667

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.

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: St Paul Travelers Insurance Co

INSURER B: United States Liability Ins Co

INSURER C:

INSURER D:

INSURER E:

INSURED Higher Ground Neighborhood Development Corp.

6441 Herzog Street

Oakland, CA 94608-1221

COVERAGES

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

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	I-660-0394L923-09	03/14/2009	03/14/2010	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 10,000
					PERSONAL & ADV INJURY \$ 1,000,000
					GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS, COMP/OP AGG \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
	EXCESS / UMBRELLA LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
					\$
	<input type="checkbox"/> DEDUCTIBLE				\$
	<input type="checkbox"/> RETENTION \$				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)				E.L. EACH ACCIDENT \$
	If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE \$
					E.L. DISEASE - POLICY LIMIT \$
B	OTHER Directors & Officers	ND01061019B	03/14/2009	03/14/2010	\$1,000,000 Per Claim \$1,000,000 Per Aggregate

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

Certificate holder is named as additional insured as respects to General Liability and is subject to the policy terms, conditions and exclusions per attached form GN 01 88 01 96.

*Policy Cancellation Exception: 10 days for non-payment of premium.

CERTIFICATE HOLDER

CANCELLATION

Oakland Unified School District
1025 2nd Ave
Oakland, CA 94606

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

AUTHORIZED REPRESENTATIVE

Kym Hayward/KYM

ACORD 25 (2009/01)

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P.O. BOX 420807, SAN FRANCISCO, CA 94142-0807

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 08-05-2008

GROUP:

POLICY NUMBER: 1866881-2008

CERTIFICATE ID: 5

CERTIFICATE EXPIRES: 06-01-2009

06-01-2008/06-01-2009

THIS CERTIFICATE SUPERSEDES AND CORRECTS

CERTIFICATE # 3 DATED 07-17-2008

OAKLAND UNIFIED SCHOOL DISTRICT
401 JONES AVE
OAKLAND CA 94603-1123

NB

This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon 10 days advance written notice to the employer.

We will also give you 10 days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions, of such policy.

AUTHORIZED REPRESENTATIVE
PRESIDENT

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.

ENDORSEMENT #0015 ENTITLED ADDITIONAL INSURED EMPLOYER EFFECTIVE 2008-07-17 IS
ATTACHED TO AND FORMS A PART OF THIS POLICY. NAME OF ADDITIONAL INSURED:
OAKLAND UNIFIED SCHOOL DISTRICT

EMPLOYER

HIGHER GROUND NEIGHBORHOOD DEVELOPMENT AND
CORP
1161 64TH ST
OAKLAND CA 94608

[LAT,CN]

Exhibit I Statement of Qualifications

INSERT HERE

MISSION

Higher Ground Neighborhood Development Corporation (Higher Ground) is a multi-service non-profit 501(c)(3) organized to provide supplemental services to children, parents, schools and school districts. The organization was launched in 2001 and this is our sixth year of operation within the Oakland Unified School District. Some of the sites with which we have worked include Education for Change, formerly E. Morris Cox, Fruitvale, Alameda, Brookfield, Jefferson, New Highland and So-brante Park Elementary Schools. Higher Ground was created to help improve the means that education is delivered to at-risk youth within the public school setting. The organization's mission is to provide services that address intellectual development through behavioral health treatment, after-school enrichment, sports and recreation, professional development and service coordination for youth and organizations supporting them in the school community. Helping build resiliency in children is our passion.

Our goal with our After-School services is to not only provide a safe and nurturing space, but to give students the support and access needed to become successful and well-rounded young people.



LEAD AGENCY AND AFTER-SCHOOL SERVICES

Higher Ground provides lead agency services for programs and other service providers on a school site. This program specializes in collaborative management, project development, data-base management, budget/fiscal compliance and forecasting, human resources, and direct-service coordination and implementation. Higher Ground works to guarantee that multiple services and/or providers are managed in a cohesive manner that supports both the individual school plan and the district objectives. As a lead agency, we can hire, supervise and terminate site-based coordinators and other consultants, develop a program schedule, including days of operation and room assignments, handle all fiscal responsibilities and manage all paperwork associated with the effective implementation of programming and communication with appropriate partners.

Higher Ground specializes in the delivery of 21st Century, ASES and site supported after-school programming. We plan, coordinate, and implement collaborative after-school programs and activities. Our programs align with current 21st Century and Prop 49 regulations. Because Higher Ground specializes in Behavioral Health, all of our after-school programs embody this model of working with the whole child. This expertise, allows our programs to increase academic growth and build resiliency in children with all different skills and abilities in a safe and nurturing environment. The programs operate from a strength-based perspective and are incentive-driven and follow best practices in youth development, thereby promoting academic growth while maintaining fiscal solvency.

PROGRAM INFORMATION

If you would like more information on any Higher Ground program or service, please check the appropriate box and contact us..

After-School Services

- ☐ 21st Century/Prop 49
- ☐ SES Coordination
- ☐ Site-Based/Grant Funded

Lead Agency

- ☐ Fiscal
- ☐ Programmatic
- ☐ Comprehensive

Behavioral Support/ Metal Health

- ☐ In-Class Support
- ☐ Group
- ☐ Parental Support

Other

- ☐ Teacher Coaching/
Professional Development
- ☐ Service Coordination
- ☐ Physical Education

Comments:

Name

School Name

Address

Phone

HIGHER GROUND NEIGHBORHOOD DEVELOPMENT CORP.

6111 De La Cruz Street
Oakland, California 94608

Phone: 510 638 6454

Fax: 510 479 7535

highergroundnd@aol.com



OAKLAND UNIFIED
SCHOOL DISTRICT

AFTER SCHOOL PROGRAMS MEMORANDUM OF UNDERSTANDING ROUTING FORM 2009-2010

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	Higher Ground Neighborhood Development	Agency's Contact Person	Tiffany Gipson
Street Address	6441 Herzog Street	Title	Operations Director
City	Oakland	Telephone	(510) 967-5172
State	CA	Zip Code	94608
Email	tiffany4progress@yahoo.com		
OUUSD Vendor Number	001673	Grade Level	K-5
Attachments	<input checked="" type="checkbox"/> Proof of general liability and workers' compensation insurance <input checked="" type="checkbox"/> Statement of qualifications <input checked="" type="checkbox"/> Program Planning Tool and Budget		

Compensation and Terms – Must be within OUSD Billing Guidelines

Anticipated Start Date	07-01-2009	Date work will end	06-30-2010	Total Contract Amount	\$ 87,283.00
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Budget Information

Resource #	Resource Name	Org Key #	Object Code	Amount	Req. #
6010	ASESP	1031553401	5825	\$ 87,283.00	R0000392
			5825	\$	
			5825	\$	
			5825	\$	

OUUSD Contract Originator Information

Name of OUSD Contact	Adam Taylor	Email	adam.taylor@ousd.k12.ca.us	
Telephone	(510) 879-1030	Fax	(510) 879-1039	
Site/Dept. Name	103/Brookfield Elementary	After School Program Enrollment Grades	K	through 5

Approval and Routing (in order of approval steps)

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

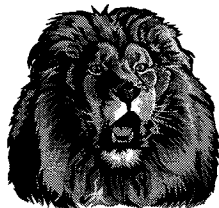
Please sign under the appropriate column.	Approved	Denied – Reason	Date
1. Site Administrator	<i>Adam Taylor</i>		5/18/09
2. Oakland After School Programs Office	<i>Julia Ma</i>		5/27/09
3. Network or Executive Officer	<i>[Signature]</i>		6/1/09
4. Cabinet (CAO, CCO, CFO, CSO, Asst Sup)	<i>[Signature]</i>		6/9/09
5. Board of Education or State Administrator			
Procurement	Date Received		



HIGHER GROUND NEIGHBORHOOD DEVELOPMENT CORP.

6441 Herzog Street
Oakland, California 94608
510-658-6454
highergroundndc@yahoo.com

BROOKFIELD ELEMENTARY SCHOOL



Lions Roar Extended Day Program

Schedule 2009-2010

	MONDAY	TUESDAY	THURSDAY	FRIDAY	WEDNESDAY
1:30 – 1:45					Check-In
1:45 – 2:45					Team Building Service Learning <u>Health and Fitness</u> KinderCare
2:45 – 3:00	Snack/ Check-In	Snack/Check-In	Snack/ Check-In	Snack/Check-In	Snack
3:00 – 4:30	K – 5 th Homework Assistance/ Tutoring	K – 5 th Homework Assistance/ Tutoring	K – 5 th Homework Assistance/ Tutoring	K – 5 th Disguised Learning Games	K – 5 th Homework Assistance/ Tutoring
4:30	Early Out Check-Out				
4:30 – 5:30	Performing Art Visual Art Service Learning Health&Fitness	Performing Art Visual Art Service Learning – <u>Gardening and Nutrition</u> Health&Fitness	Performing Art Visual Art Service Learning Health&Fitness	Performing Art Visual Art Service Learning – <u>Gardening and Nutrition</u> Health&Fitness	Performing Art Visual Art Service Learning Health&Fitness
5:30 – 6:00	Check-Out	Check-Out	Check-Out	Check-Out	Check-Out

Revised activities to cove MOU Amendment