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## Board Cover Memorandum

**To** Board of Education

**From** Kyla Johnson-Trammell, Superintendent  
Sondra Aguilera, Chief Academic Officer

**Meeting Date** May 25, 2022

**Subject** Amendment to Memorandum of Understanding 2021-2022 Agreement with East Bay Asian Youth Center

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**Ask of the Board**  Approve Amendment to Memorandum of Understanding with East Bay Asian Youth Center  
 Ratify Amendment to [Type] Agreement with [Vendor]

**Background and Recommendation** *In September 2021 the California Department of Education announced funding increases for ASES and 21<sup>st</sup> Century programs and a new Expanded Learning Opportunities Program to support out-of-school time programs beginning with the 2021-2022 school year. As a result of the funding increases, the per-student-per-day reimbursement rate for ASES and 21<sup>st</sup> Century Programs has been increased to \$10.18 per student per day.*

*Vendor will increase after school staff pay and add field trip opportunities for students in the after school program at Bella Vista Elementary School.*

**Term** Start Date: 8/1/21 End Date: 7/31/22

**Not-To-Exceed Amount** \$127,969.00

**Competitively Bid** No

If the Service Agreement/Contract was not competitively bid and the not-to-exceed amount is more than \$96,700, list the exception(s) that applies (requires Legal review/approval and may require a resolution): [Exception]

**In-Kind  
Contributions**

*District staff monitor budgets and grant compliance requirements. District provides space for after school programs.*

**Funding  
Source(s)**

*Resource 6010 - After School Education and Safety (ASES) Grant in the amount of \$127,969.00*

**Attachment(s)**

- Amendment No. 1, Memorandum of Understanding 2021-2022
- Amended Budget
- Original Memorandum of Understanding 2021-2022, Enactment No. 21-1109

**AMENDMENT NO. 1**  
to

Title of Original Contract/Agreement **(Memorandum of Understanding 2021-2022)**

This Amendment amends the attached legal agreement (“Original Agreement”) and any prior amendments (“Prior Amendments,” together with Original Agreement, “(Amended) Agreement”), incorporated herein by reference, which includes the following information:

- The (Amended) Agreement is between the Oakland Unified School District (“OUSD”) and the below named entity or individual (“VENDOR,” together with OUSD, “PARTIES”):

Full Name of Vendor **(East Bay Asian Youth Center)**

- The Parties entered into the Original Agreement on the below date:

Enactment Date **(June 23, 2021)**

- The Enactment Number of the Original Agreement is below:

Enactment No. **(21-1109)**

The PARTIES hereby agree to amend the (Amended) Agreement as stated herein.

**1. Services:**

The scope of work of the (Amended) Agreement is unchanged.

The scope of work of the (Amended) Agreement has changed. If the scope of work has changed: Provide brief description of revised scope of work including measurable description of expected final results, such as services, materials, products, and/or reports; select the appropriate option below:

Revised scope of work attached

VENDOR agrees to provide the following amended services:

Description of revision(s) to scope of **(Vendor will increase after school staff pay and add field trip opportunities for students in the after school program at Bella Vista Elementary School.)**

**2. Term (duration):**  The term of the (Amended) Agreement is unchanged

The term of the (Amended) Agreement has changed.  
If the term has changed: The parties agree to amend the  
below original End Date of the (Amended) Agreement  
to the below new End Date:

Original End Date:  (Click or tap to enter a date.)

New End Date:  (Click or tap to enter a date.)

3. **Compensation:**  The not-to-exceed amount in the (Amended) Agreement is unchanged

The not-to-exceed amount in the (Amended) Agreement has changed. If the not-to-exceed amount has changed: The not-to-exceed amount in the (Amended) Agreement is amended as follows:

Increase not-to-exceed amount by:

\$  **16,700.00**.

Decrease not-to-exceed amount by:

\$  (Click or tap here to enter text.)

The new not-to-exceed amount under the (Amended) Agreement, as herein amended, is

\$  **127,969.00**.

4. **COVID-19:** To the extent that the Agreement did not contain the following guarantees, by signing this Amendment, **VENDOR** agrees that:

- a. Through its execution of this Amendment, **VENDOR** declares that it is able to meet its obligations and perform the Services required pursuant to this Amendment in accordance with any shelter-in-place (or similar) order or curfew (or similar) order (“Orders”) issued by local or state authorities and with any social distancing/hygiene (or similar) requirements.
- b. **VENDOR** agrees to notify OUSD within twelve (12) hours if **VENDOR** or any employee, subcontractor, agent, or representative of **VENDOR** tests positive for COVID-19, shows or reports symptoms consistent with COVID-19, or reports to **VENDOR** possible COVID-19 exposure.
- c. **VENDOR** agrees to immediately adhere to and follow any OUSD directives regards health and safety protocols including, but not limited to, providing OUSD with information regarding possible exposure of OUSD employees to **VENDOR** or any employee, subcontractor, agent,

or representative of VENDOR and information necessary to perform contact tracing, as well as complying with any OUSD testing and vaccination requirements.

d. VENDOR shall bear all costs of compliance with this Paragraph.

5. **Remaining Provisions:** All other provisions of the (Amended) Agreement remain unchanged and in full force and effect as originally stated.

6. **Amendment Publicly Posted.** This Amendment, its contents, and all incorporated documents are public documents and will be made available by OUSD to the public online via the Internet.

7. **Signature Authority.**

a. Each PARTY has the full power and authority to enter into and perform this Amendment, and the person(s) signing this Amendment on behalf of each PARTY has been given the proper authority and empowered to enter into this Amendment.

b. Notwithstanding subparagraph (a), only the Superintendent, Chiefs, Deputy Chiefs, and the General Counsel has authority to sign contracts for OUSD and only under limited circumstances, which required ratification by the OUSD Governing Board. VENDOR agrees not to accept the signature of another other OUSD employee as having the proper authority and empowered to enter into this Amendment or as legally binding in any way.

8. **Amendment Contingent on Governing Board Approval.** OUSD shall not be bound by the terms of this Amendment unless and until it has been (i) formally approved by OUSD's Governing Board or (ii) validly and properly executed by the OUSD Superintendent, the General Counsel, or a Chief or Deputy Chief authorized by the Education Code or Board Policy, and no payment shall be owed or made to VENDOR absent such formal approval or valid and proper execution.

REST OF PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the PARTIES hereto agree and execute this Agreement and to be bound by its terms and conditions:

**VENDOR**

Name: David Kakishiba

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

Position: Executive Director

Date: 4/24/2022

*One of the terms and conditions to which VENDOR agrees by its signature is subparagraph (e) of Paragraph 8 (Compensation), which states that VENDOR acknowledges and agrees not to expect or demand payment for any Services performed prior to the PARTIES, particularly OUSD, validly and properly executing this Agreement until this Agreement is validly and properly executed and shall not rely on verbal or written communication from any individual, other than the President of the OUSD Governing Board, the OUSD Superintendent, or the OUSD General Counsel, stating that OUSD has validly and properly executed this Agreement. VENDOR specifically acknowledges and agrees to this term/condition on the above date.*

**OUSD**

Name: Sondra Aguilera

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

Position: Chief Academic Officer

Date: 4/24/2022

- Board President 5/26/2022 Gary Yee 
- Superintendent
- Chief/Deputy Chief/Executive Director

Name: Kyla Johnson-Trammell

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

Position: Secretary, Board of Education

Date: 5/26/2022

*Template approved as to form by OUSD Office of the General Counsel.*

## 2021-22 AFTER SCHOOL BUDGET PLANNING SPREADSHEET

Site Name:	Bella Vista	%	ASES	OFCY Match Funds	Other Lead Agency Funds
Site #:	102	%	Resource 6010, Program	Lead Agency	Lead Agency
Average # of students to be served daily	83.29	%	Lead Agency	Lead Agency	Lead Agency
<b>TOTAL GRANT AWARD</b>			<b>152,612.13</b>	<b>82450</b>	
OUSD Indirect (5.00%)			7,267.24		
OUSD ASPO admin, evaluation, and training			9,508.54		
Custodial Staffing and Supplies at 3.5%			4,754.27		
20/21 Carryover			21206		
<b>TOTAL SITE ALLOCATION</b>			<b>152,288.07</b>		
1120	Quality Support Coach/Academic Liaison		2500		
1120	Certificated Teacher Extended Contracts-		0		
1120	Certificated Teacher Extended Contracts-				
1120	Certificated Teacher Extended Contracts-				
Total certificated			<b>2500</b>	<b>0</b>	<b>0</b>
2205	Site Coordinator (list here, if district employee)		0		0
2220	SSO (optional)		0		
Total classified			<b>0</b>	<b>0</b>	<b>0</b>
3000's	Employee Benefits for Certificated Teachers		612.50		
3000's	Employee Benefits for Classified Staff on E		0		
3000's	Employee Benefits for Salaried Employees		0		
3000's	Lead Agency benefits (rate: 25%)			0	
Total benefits			<b>612.50</b>	<b>0</b>	<b>0</b>
4310	Supplies		0		0
4310	Curriculum		0		0
5829	Field Trips		0		0

4420	Equipment (including computers - OUSD c		0			0
	Bus tickets for students					
	Professional Development for Site Staff			500		
	Total books and supplies		0	500	0	0
5825	Site Coordinator (\$58.5K plus 17.58% ben		0	18732	50766	
5825	Academic Instructors (5 employees x 183			105093.76		
5825	Enrichment Facilitators (List each staff pos					
5825	Subcontractors (please list each specific s			0		
5825	STEM instructors					
5825	College/career readiness facilitator (recom					
5825	Other Staff			0		
5825	Family Liaison (recommended for 21st Cen					
5825						
5825	Mental Health consultant (optional)		0			
5825	Staff time to participate in Continuous Qu					
5825	Deputy Director				9900	
5825	Program Activities				8899	
5825						
5825	Total services		0	123825.76	69565	0
						0
	Total value of in-kind direct services					0
	Lead Agency admin (4% max of total cont			3,643.81		0
	<b>Subtotals DIRECT SERVICE</b>	####	5,394.55	124325.76	69565	0
	<b>Subtotals Admin/Indirect</b>	####	19,248.01	3,643.81	10435	0
	Total budgeted per column		24,642.56	127,969.57	80000	0

Total BUDGETED	####	152,612.13	80000	0
<b>BALANCE remaining to allocate</b>		<b>21,206.00</b>		
<b>TOTAL GRANT AWARD/ALLOCATION TO :</b>		<b>173,818.13</b>		

<b>ASES MATCH REQUIREMENT:</b>	
ASES requires a 3:1 match for every grant award c	
Total Match amount required for this grant:	50,870.71
Facilities count toward 25% of this match requirement:	12,717.68
Remaining match amount required:	38,153.03
Match should be met by combined OFCY funds, o	82450
Total Match amount left to meet:	-44,296.97

**Required Signatures for Budget Approv:**

Principal  
ad Agenc

<b>Board Office Use: Legislative File Info.</b>	
File ID Number	21-1380
Introduction Date	6/23/21
Enactment Number	21-1109
Enactment Date	6/23/2021 lf



**OAKLAND UNIFIED  
SCHOOL DISTRICT**  
Community Schools, Thriving Students

# Board Cover Memorandum

**To** Board of Education

**From** Kyla Johnson-Trammell, Superintendent  
Sondra Aguilera, Chief Academic Officer

**Meeting Date** June 23, 2021

**Subject** Memorandum of Understanding 2021-2022 – East Bay Asian Youth - After School Program – Bella Vista Elementary School

**Ask of the Board** Approval by the Board of Education of Memorandum of Understanding 2021-2022 between the District and East Bay Asian Youth, Oakland, CA, for the latter to serve as lead agency for program coordination, math intervention, homework support, student supervision and a variety of enrichment services, as described in the MOU, for Bella Vista Elementary School’s comprehensive After School Program, for the period of August 1, 2021 through July 31, 2022, in an amount not to exceed \$111,269.00.

**Background** The After School Education and Safety (ASES) 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 and 8484.6.

**Discussion** This organization has demonstrated experience and capacity in serving in the after school lead agency role. This organization successfully met all of the requirements of OUSD’s Request for Qualifications process and has been approved as a qualified lead agency partner by the OUSD Expanded Learning Office. The school Principal has selected this agency from the list of approved lead agency partners.

**Fiscal Impact** After School Education and Safety (ASES) Grant/Resource 6010 in the amount of \$111,269.00

**Attachment(s)**

- Memorandum of Understanding 2021-2022
- Budget and Program Plan
- Certificate of Insurance
- Statement of Qualifications
- Excluded Parties List Printout

**After School Template for Elementary and Middle Schools  
Memorandum of Understanding 2021-2022  
Between Oakland Unified School District and  
East Bay Asian Youth Center**

1. **Intent.** This Memorandum of Understanding ("MOU") establishes the Oakland Unified School District's ("OUSD") intent, contingent upon OUSD's receipt of California Department of Education and/or U.S. Department of Education after school grant funds, to contract with **East Bay Asian Youth Center** ("AGENCY") to serve as the lead agency to provide after-school and/or summer educational programs and to serve a sufficient number of students and run services for a sufficient number of days to earn the core grant allocation of funding at **102 Bella Vista Elementary School** under the following grants:
  - After School Education and Safety Program ("ASESP")
  - California Department of Education ("CDE") 21<sup>st</sup> Century Community Learning Center (21<sup>st</sup> CCLC)
  - Oakland Fund for Children and Youth - This MOU will also outline services provided on OUSD school grounds through the Oakland Fund for Children and Youth ("OFCY") After-School Initiative funds that shall be utilized as matching funds to CDE ASESP and 21<sup>st</sup> CCLC funds.
  - Private grants
  
2. **Term of MOU.** The term of this MOU shall be August 1, 2021 through July 31, 2022. The term may be extended by written agreement of both parties.
  
3. **Termination by OUSD.** OUSD may at any time terminate this MOU for any or no reason upon not less than five (5) days written notice to AGENCY. OUSD shall compensate AGENCY for services satisfactorily provided through the date of termination. In addition, OUSD may terminate this MOU for cause should AGENCY fail to perform any part of this MOU. In the event of termination for cause, OUSD may secure the required services from another contractor. If OUSD's cost of procuring services from another contractor exceeds the cost of providing the services pursuant to this MOU, AGENCY shall pay the additional cost.
  - a) **No Premature Termination by AGENCY** AGENCY hereby certifies that it is willing and able to provide required services for the full term of the MOU. AGENCY will not be permitted to unilaterally terminate the MOU or cease providing required services prior to completing the full term unless OUSD approves any change and/or unless OUSD deems immediate removal of AGENCY is necessary for cause. In the event AGENCY ceases to provide required services prior to the end of the MOU term, or is terminated 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, or OUSD is unable to secure required services from another contractor, AGENCY shall pay any additional cost. If OUSD suffers any loss of funding or other program consequences attributable to AGENCY's premature termination, AGENCY shall pay any additional cost in addition to any damages otherwise due under this MOU.
  - b) **Advance Notice by AGENCY for Coming School Year.** AGENCY must provide advance notice to Principal and OUSD After School Programs Office by the end of the first semester if AGENCY cannot continue providing after school lead agency services for the succeeding school year. This date allows the school site to have sufficient time to find a new lead agency partner, and enables OUSD to work to preserve after school grant funding (including OFCY city funding) for the school.
  
4. **Compensation. Contingent on OUSD receipt of** California Department of Education and/or U.S. Department of Education after school grant funds and subject to grant funding levels, the ASES and 21st CCLC grant award amount for **East Bay Asian Youth Center** is **\$ 111269.00** . 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 and subject to AGENCY compliance with MOU requirements, 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. Penalties may be assessed or payments withheld for non-compliance, including but not limited to MOU requirements, attendance reporting, fiscal invoicing, full participation at OUSD required meetings and trainings and in continuous quality improvement efforts.
- 4.2. **Positive Attendance.** Payment for services rendered related to the ASEP and 21st CCLC grants shall be based on actual student attendance rates (\$8.88 a day per student through ASEP and \$7.50 a day per student through 21<sup>st</sup> CCLC), 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 \$8.88 a day for ASEP and \$7.50 a day for 21<sup>st</sup> CCLC 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 2021-2022"). In the event that the school site at which AGENCY has agreed to provide programming is closed for any emergency reason (including but not limited to reasons related to COVID-19), and AGENCY provides programming remotely pursuant to Section 5.4.5 of this Agreement, AGENCY shall calculate attendance based on student participation in AGENCY's remote programming.
- 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. Any adjustment required in excess of the withholding will necessitate additional adjustments to future invoices and payments.
- 4.2.2. **Administrative Charges and Reconciliation.** Reconciliation process for positive attendance based grants must factor in the subtraction of administrative and other OUSD central charges, as outlined in section 4.3, from any grant amounts earned through attendance (OUSD indirect, custodial, evaluation, and After School Programs Office administrative and training/technical assistance fees).
- 4.3. **OUSD Administrative Fees.** OUSD shall charge and withhold up to 14% from the overall ASEP and 21<sup>st</sup> Century grant awards for central indirect, administrative, custodial, evaluation, and direct service training and technical assistance.
- 4.4. **AGENCY Administrative Fees.** AGENCY understands and agrees that it may not charge more than 4% of the total contract amount as administrative fees and that its administrative fees must be set at an appropriate dollar amount to keep the ASEP and 21<sup>st</sup> Century grants within the grant-mandated allowable 15% for total indirect/administrative costs. The agency administrative fees charged to the ASEP and 21<sup>st</sup> CCLC grants must be used for direct administrative costs and cannot be used for agency indirect costs. Direct administrative costs consist of expenditures for administrative activities that provide a direct benefit to the ASEP and 21<sup>st</sup> CCLC programs. Indirect costs consist of expenditures for administrative activities that are necessary for the general operation of the agency, but that cannot be tied to the ASEP and 21<sup>st</sup> CCLC programs.
- 4.5. **Program Budget.** The grant will remain as part of the site budget. Funds will be encumbered from the site budget on behalf of AGENCY for the school year 2021-2022 and will not exceed **\$ 111269.00** in accordance with Exhibit B. **Exhibit B** ("ASEP/21<sup>st</sup> CCLC Planning Tool/Comprehensive After School Program Budget for AGENCY 2021-2022").

- 4.6. **Modifications to Budget.** Any modifications to the approved grant budget must be approved by OUSD, AGENCY, and CDE before expenditures of funds for modified line items are authorized. Except as expressly set forth herein, OUSD shall not be liable to AGENCY for any costs or expenses paid or incurred by AGENCY in performing services for OUSD. The granting of any payment by OUSD, or the receipt thereof by AGENCY, shall in no way lessen the liability of AGENCY to correct unsatisfactory work, although the unsatisfactory character of that work may not have been apparent or detected at the time a payment was made. Work, which does not conform to the requirements of this Agreement, may be rejected by OUSD and in that case must be replaced by AGENCY without delay.

**Program Fees.** The intent of the ASES and 21<sup>st</sup> CCLC programs is to establish local programs that offer academic assistance and enrichment for students in need of such services regardless of their ability to pay. Though it is not against the rules to charge fees for participation in programs, the CA Department of Education discourages it because it could exclude students in need from attending and taking advantage of the after school program. Fees should not create a barrier to participation in the after school program. After school services must be equally accessible to all students targeted for services regardless of their ability to pay. Programs that propose to charge fees may not prohibit any family from participating based on their inability to pay and must offer a sliding scale of fees and scholarships for those who could not otherwise afford to participate. Any income collected from fees must be used to fund program activities specified in the grant application. AGENCY shall do full accounting of fees collected, and documentation shall be kept for 5 years for auditing purposes. If AGENCY decides to charge fees, this decision shall be made collaboratively with the Site Administrator, and AGENCY shall work collaboratively with the Site Administrator and parent leaders to develop an appropriate program fee structure for the school community. AGENCY shall provide the OUSD After School Programs Office with written documentation of the program fee structure prior to charging any program fees, and shall provide OUSD with additional documentation upon request, to ensure grant compliance. Programs that charge program fees will waive or reduce these fees for students who are eligible for free or reduced-priced meals. Programs cannot charge fees if the child is a homeless youth, as defined by the federal McKinney-Vento Homeless Assistance Act (42 U.S.C. Sec.1143a), newcomers (refugee, asylee, and unaccompanied minor), or if the child is in foster care. Any site receiving 21<sup>st</sup> Century Community Learning Center (CCLC) must report all fees collected (i.e.- registration fees, family fees, application fees, etc.) to OUSD After-School Program Office for CDE reporting.

5. **Scope of Work.** AGENCY will serve as lead agency at **102 Bella Vista Elementary School**, will be responsible for operations and management of the ASES, 21<sup>st</sup> CCLC, OFCY, and private grants contracted to AGENCY by OUSD for fiscal year 2021-2022. This shall include the following required activities:

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

5.1.1. **Alignment with Single Plan for Student Achievement ("Site Plan").** AGENCY will ensure the after school program aligns with OUSD and **102 Bella Vista Elementary School** objectives to ensure the success of students as articulated in the Site Plan. AGENCY will work in partnership with the school principal to ensure that the program components are aligned with and complement OUSD standards and school site curriculum.

5.1.2. **Continuous Quality Improvement (CQI).** AGENCY must fully engage in continuous quality improvement (CQI) processes and complete the following steps of the CQI cycle each year, and timely submit corresponding CQI deliverables to the After School Programs Office:

- beginning of year self-assessment using Truth, Hope, Change, Curiosity tool
- planning with data (using self-assessment and other program data as available)

- development of quality action plan with SMART goals for program improvement
- progress check for program quality e.g. quality coaching

The CQI cycle is intended to be a collaborative process involving program staff, and can include other stakeholders (ie. youth leaders, school partners, parents, other community partners).

Agency staff (Site Coordinators and other agency staff) are also required to participate in any OUSD sponsored CQI training provided by the OUSD After School Programs Office.

5.2. **Oversight.** AGENCY will provide oversight, fiscal management, payroll services, technical assistance, and facilitation of collaboration with other service providers. Agency must ensure compliance with ASEP and 21<sup>st</sup> CCLC funding guideline requirements and follow OUSD after school policies and procedures. This includes compliance with OUSD staffing requirements and policies including No Child Left Behind and other legislative mandates.

5.3. **Enrollment.** AGENCY will enroll **1** through **5** grade students at **102 Bella Vista Elementary School**, to serve sufficient number of students and run services for a sufficient number of days to earn the full core grant allocation of funding.

#### 5.4. Program Requirements

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

5.4.2. **Program Days.** The program shall be offered a minimum of 177 - 180 days during the 2021–2022 school year. AGENCY will close the ASEP and 21<sup>st</sup> CCLC program no more than a maximum of 3 days in the 2021-2022 school year for staff professional development, as permitted by Education Code. Programs that receive 21<sup>st</sup> CCLC Supplemental grant funds or private funding for summer shall additionally operate a sufficient number of days and hours in the summer, on weekends, and during intercession in the manner prescribed by the grant legislation and/or funder, in order to meet attendance goals required by the CA Department of Education and/or the funder.

5.4.3. **Program Components.** AGENCY agrees to provide programming that supports the guidelines as outlined in the ASES and 21<sup>st</sup> CCLC grants for students at **102 Bella Vista Elementary School**. AGENCY acknowledges and agrees to provide programming consistent with grant guidelines understanding that:

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

minimum, either refer families to existing services or coordinate with local service providers to deliver literacy and educational development services.

- **Equitable Access Programming.** AGENCY shall include a component for students at **102 Bella Vista Elementary School** to support full access to program components.
- **Supplemental and Summer Services.** In all programs receiving 21<sup>st</sup> CCLC Supplemental grant funds or private funding for summer, AGENCY will provide educational and enrichment programming in the summer, on weekends, and/or during intercessions. A broad range of activities may be implemented based on local student needs and interests, and district guidelines for summer programming. Supplemental and summer services may be added under this MOU. If summer services will be added, a separate MOU amendment will reflect the summer scope, summer budget and any changes in location as to summer services to be provided.

- **Middle School Sports League Activities.**  
All programs participating in the Middle School Sports League must include those activities in their Program Planning tool and Program Schedule. Middle School Sports League activities, including but not limited to on and off site practices and games, are subject to the field trip policy high risk field trip activities requirements provided in this agreement. All sports participants and volunteers must have on file a completed Middle School Sports Release of Liability and Assumption of Risk prior to participation (attached hereto as Exhibit E (1)).

5.4.3.1. Super Snacks/Snack/Supper/Beverages: AGENCY shall meet Federal and State meal and snack requirements and all meals and snacks must be provided by OUSD Nutrition Services department. Nutrition Services shall:

5.4.3.1.1. Provide meals and beverages that meet State and Federal standards;

5.4.3.1.2. Provide the number of meals and beverages requested by AGENCY unless/until Nutrition Services determines that AGENCY's participation is lower than the super snack/snack/meal/beverage count provided by the AGENCY, in which case, the number will be adjusted;

5.4.3.1.3. Provide all supplies including utensils, napkins, forks, required;

5.4.3.1.4. Support compliance by AGENCY with required State and Federal administrative requirements;

5.4.3.1.5. Provide annual training to AGENCY.

5.4.3.2. Each AGENCY participating in the Nutrition Services super snack/snacks/supper/beverage program shall:

5.4.3.2.1. Attend annual training. In the event that the person responsible for super snack or snack distribution changes, AGENCY will make arrangements with Nutrition Services for training of new employees or representative of the AGENCY;

5.4.3.2.2. Complete After School Super Snack, Snack and Supper Menu Production Worksheets (MPW) on a daily basis;

5.4.3.2.3. Ensure meal count is accurate;

5.4.3.2.4. Submit completed MPW to cafeteria staff by the next business day;

5.4.3.2.5. Return leftovers to cafeteria;

5.4.3.2.6. Ensure that only students are served and receive food from the program;

5.4.3.2.7. Ensure that meals are not removed from campus

5.4.3.2.8. Immediately report to OUSD Site Coordinator and Nutrition Services any concerns related to food safety or food contamination

- 5.4.3.3. AGENCY will be billed at the rates immediately below, for meals by Nutrition Services under the following conditions.
- 5.4.3.3.1. MPW not completed and submitted by the next business day;
- 5.4.3.3.2. Super Snacks and Snacks are ordered and not picked up
- 5.4.3.4. In addition to any applicable liability associated with audit findings. AGENCY will be charged the following for each meal that OUSD is unable to claim due to AGENCY's failure to comply with program requirements:
- 5.4.3.4.1. Super Snack: \$3.65
- 5.4.3.4.2. Snack: \$1.00
- 5.4.3.4.3. Supper: \$3.65
- 5.4.3.5. AGENCY will be liable for audit findings and/or assessments (See Section 12 below) that are attributable to AGENCY's failure to comply with the rules and regulations of the Nutrition Services program, including liability if reimbursement is denied Nutrition Services because of AGENCY's failure to comply with program requirements.
- 5.4.3.6. In accordance with guidance provided by the California Department of Education, in the event that the school site at which AGENCY has agreed to provide programming is closed for any emergency reason (including but not limited to reasons related to COVID-19), OUSD may fulfill its above-described obligations to provide after-school meals, snacks, and/or beverages through a "grab-and-go" meal distribution program, in which case AGENCY shall not be responsible for distributing after-school meals, snacks, and/or beverages.
- 5.4.4. **Staff Ratio.** The staff to youth ratio shall not exceed 1:20, with no more than 20 youth for each qualified, adult staff supervisor.
- 5.4.5. **Provision of Services During COVID-19 Pandemic.** AGENCY shall perform all services in accordance with any COVID-19-related federal, state, and/or local orders, and shall immediately follow all OUSD directives regarding health and safety protocols. In the event that the school site at which AGENCY has agreed to provide programming is closed for any emergency reason (including but not limited to reasons related to COVID-19), AGENCY shall provide programming remotely, rather than in-person at the school site.
- 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.** AGENCY will provide OUSD with the following set of program accountability reports:
- Financial reports
  - Activity reports
  - Outcomes reports: behavioral and academic
  - Staff Qualifications
- 5.5.2. **Attendance Reports.** AGENCY will provide OUSD with attendance reports using the OUSD/OFCY attendance systems and maintaining required attendance records utilizing the OUSD/OFCY attendance systems, including completion of mandatory monthly reports. Original written documentation of all daily attendance records, including all daily sign in/out sheets, will be maintained by Agency for 5 years for auditing purposes.
- 5.5.3. **Use of Enrollment Packet.** AGENCY will use OUSD After School Program Parent Permission and Student Information enrollment packet, including early release waiver, for all after school

participants. (Exhibit C) AGENCY will seek approval from the OUSD After School Programs Office for any modifications to the OUSD enrollment packet, in advance of distribution.

5.5.4. **Maintain Clean, Safe and Secure Environment.** AGENCY shall 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, supervision, training and security policies and protocols sufficient to ensure staff, student and family member safety.

5.6. **Alignment of After School Safety Plan with School Site Comprehensive Safety Plan.** AGENCY will use the OUSD After School Program Emergency Plan template and work collaboratively with school site administrator to complete and/or update and submit an annual after school safety plan by mid October which aligns with and is part of the school site's comprehensive safety plan. AGENCY will seek approval from the OUSD After School Programs Office for any modifications to the OUSD template, in advance of distribution.

5.7. **Incident and Injury Reporting, Crisis Response and Training; Accident Insurance**

5.7.1. AGENCY will train staff and agents in required Incident and Injury Reporting and Crisis Response Protocols. All accidents or injuries to after school program participants, visitors or staff must be reported via email to [ousdincidents@ccmsi.com](mailto:ousdincidents@ccmsi.com) by AGENCY staff within one business day of occurrence. OUSD will secure at its own expense limited OUSD student accident insurance coverage to assist in payment of eligible student medical expenses incurred by parent/guardians due to OUSD student accidents during the after school program. This coverage will be secondary to any primary medical insurance for which student participants are eligible. After School Program staff will immediately refer parent/guardians seeking payment of medical expenses under student accident coverage to OUSD's designated accident insurance representative.

5.8. **Meeting Participation.** AGENCY will participate in technical assistance, training, orientation, monthly meetings and other support and resource development activities provided by OUSD and collaborative partners in conducting program planning, implementation, and evaluation. These include required regular meetings with the school principal or other identified designee to ensure collaboration with the school vision. AGENCY staff will participate in meetings facilitated by the OUSD After School Programs Office to address program quality, program improvement and general troubleshooting.

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

- Administration, faculty, and staff of **102** **Bella Vista Elementary School**
- OUSD After School Programs Office
- OUSD central administration departments
- Parents/Guardians
- Youth
- Community organizations and public agencies

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

5.11. **Loss of Standing as Qualified Organization:** AGENCY shall insure MOU requirements are met. Failure to do so may result in loss of standing as a qualified organization and/or termination of partnership.

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

- AGENCY shall provide each Site Administrator and the OUSD After School Programs Office with a schedule of all after school program field trips and/or off site events and/or off site activities by the first day of each semester, and a schedule of all summer field trips and/or off site

events and activities by the first day of the summer program, if AGENCY is providing summer services (**Exhibit D**)

- AGENCY hereby certifies that after school and any summer program staff and/or subcontractors will comply with the following procedures for all field trips, off site events and off site activities:
  - 6.1. **Licenses Permission Slips/Acknowledgement.** Field trip/excursion permission slip must be signed by parent(s)/guardian(s) of all student participants and an acknowledgement must be signed by all adult chaperones both of which shall include the following information:
    - 6.1.1. a full description of the trip and scheduled activities
    - 6.1.2. student/adult participant health information
    - 6.1.3. **"Notice of Waiver of All Claims:** Education Code § 35330 provides that all persons making a field trip or excursion shall be deemed to have waived all claims against any school district, charter school, or the State of California for injury, accident, illness or death occurring during or by reason of the field trip or excursion, regardless of who holds the claims. If the field trip or excursion to which this permission slip applies is out-of-state, I hereby knowingly waive all of my and my daughter's/son's/ward's claims against any school district, charter school, and/or the State of California for injury, accident, illness or death occurring during or by reason of the out-of state field trip or excursion."
  - 6.2. After school and summer program staff or subcontractors leading trip must have a written list of students attending trip.
  - 6.3. No student shall be prevented from making a trip due to lack of sufficient funds.
  - 6.4. After school and summer program staff or subcontractors leading trip shall have a sufficient first aid kit in his or her possession or immediately available. If the trip is conducted in areas known to be infested with poisonous snakes, this first aid kit shall contain medically accepted snakebite remedies.
  - 6.5. **Health Conditions/Medication:** Trip participant health information will be gathered and reviewed in advance of trip and any needed revisions to supervision plan made, including making sure that chaperones understand relevant information (eg food allergies). A plan will be developed to collect, secure, and dispense prescription medications from their original containers only and consistent with physician's instructions.
  - 6.6. **Supervision**
    - 6.6.1. AGENCY Executive Director must review and approve supervision plan.
    - 6.6.2. Trip as structured is appropriate to age, grade level and course of study.
    - 6.6.3. Chaperones are all AGENCY employees or subcontractors, parent(s)/guardian(s), or other authorized chaperones and are 21 or older. After School and Summer Program Coordinators and lead trip staff are satisfied that all chaperones are willing and able to perform required 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 after school program staff, students and authorized chaperones. Guests, including but not limited to friends and other family members, are strictly prohibited absent prior written approval of the after school program coordinator or AGENCY executive director. Before the trip, after school and summer program staff leading trip shall provide any adult chaperones who may accompany the students with clear information regarding their responsibilities. Chaperones shall be assigned a prescribed group of students and shall be responsible for the continuous monitoring of these students' activities. Chaperones shall not consume alcoholic beverages or be under the influence of controlled substances while accompanying and supervising students on a trip.

- 6.6.4. When a trip is made to a place of business or industry, staff shall arrange for an employee of the host company to serve as conductor.
- 6.6.5. Adult:Student Ratio is at least 1:10 or higher if swimming or wading or high risk trip. If the trip involves water activities, this ratio shall be revised to ensure closer supervision of elementary grade or younger students, appropriate to their ages. The ratio of adults to students on field trips and excursions shall be reasonable under the circumstances.
- 6.6.6. Safety requirements have been met (eg: current First aid/CPR training of at least one chaperone, first aid kits, emergency contact and health info, instructions for chaperones, staff and chaperones have cell phones which are charged and available for communication).
- 6.7. **Transportation Requirements:** The AGENCY after school and summer program staff or subcontractors shall ensure compliance with all state laws and may transport by the use of AGENCY's own equipment, contract to provide transportation or arrange transportation by the use of other equipment to enrolled after school and summer participants provided that: (A) parent/guardians' written permission has been obtained in advance; (B) After School Program Coordinator and/or Summer Program Coordinator has confirmed that: transportation arrangements are safe and appropriate; (C) all drivers have valid California driver's license; (D) all drivers have received fingerprint clearance; (E) provided that such transport is covered under driver or registered owner's personal automobile insurance or AGENCY automobile liability insurance policy for at least \$100,000 per individual and \$300,000 per occurrence for liability for bodily injury; and \$50,000 per occurrence for liability for property damage; (F) all drivers and registered owners of private or rented vehicles used shall complete and sign declaration of driver forms assuring that: (i) the driver is at least 21 years of age and holds a current valid California driver's license;(ii) the driver has not been convicted of reckless driving or driving under the influence of drugs or alcohol within the past five years; and (iii) the driver provides proof of sufficient insurance; (G) if AGENCY transports by use of an Agency owned vehicle or arranges and/or contracts with a third party to provide this transportation, the AGENCY or organization or company with whom they contract must meet or exceed the standards required of OUSD's District approved bus vendors, including but not limited to: be licensed as a transportation provider, be certified to transport students (e.g., School Pupil Activity Bus certification) and have at least \$5,000,000 Automobile liability and \$1,000,000 General Liability insurance; which has an endorsement naming OUSD and AGENCY as additional insured; (H) arrangements have been made for additional vehicle for use in event of illness or emergency; and (I) students receive instruction in safe conduct on bus or other transport; and (J) drivers shall receive safety and emergency instructions and information which shall be kept in their vehicle, including health and emergency information for each student riding in his/her vehicle.
- 6.8. AGENCY must have reasonable confirmation that all organizations involved in the trip have demonstrated expertise and exhibit reasonably safe and reputable operating procedures and business practices appropriate to student trips.
- 6.9. Vendor is licensed to provide all proposed activities.
- 6.10. All after school program student participants on field trips, off site events or activities must be covered by medical or accident insurance. (See Incident and Injury Reporting and Accident Insurance above.)
- 6.11. **ADDITIONAL REQUIREMENTS FOR HIGH RISK, OVERNIGHT, OUT OF STATE TRIPS:**
- 6.11.1. **Definition of High Risk Activities**
- 6.11.1.1. Because of concerns about the risk to student safety, the after school program coordinator shall not permit the following activities on campus or during AGENCY sponsored after school or summer program trips, events and activities unless the activity is properly supervised, students wear protective gear as appropriate, and each participant has medical or accident insurance coverage:

- Amusement Parks
- Interscholastic Athletic Activities
- Bicycle riding
- Circus Arts
- Hiking (Moderate to rigorous terrain or length) vs short nature “walks”
- Hang gliding
- Horseback riding
- Ice Skating
- In-line or Roller Skating
- Rock climbing, climbing walls
- Skateboarding or use of non-motorized scooters
- Snow sports of any kind
- Trampoline; Jumpers
- Motorcycling
- Rodeo
- Target Shooting
- Water Activities including but not limited to: swimming, snorkeling, scuba diving, sailing, boating, kayaking, river rafting, water slides, water skiing etc.
- Outdoor active, experiential programs (Ropes course, pulley, etc.)
- Other activities determined by the school principal to have a high risk to student safety

6.11.1.2. The cost of limited OUSD student accident insurance coverage for student accidents during such activities shall be borne by OUSD.

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

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

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

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

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

6.11.6. **Vendor Proof of Insurance:** After School Program Coordinator and/or Summer Program Coordinator has obtained proof of insurance from all private vendors including:

- Facility
- Program

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

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

### 6.12.3. **Swimming Activities**

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

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

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

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

6.14. In the event that a field trip cannot proceed as planned for any reason (including but not limited to the closure of the field trip destination in response to COVID-19), AGENCY shall provide alternative programming to students (including remote programming, in the event that the school site at which AGENCY has agreed to provide programming is closed).

7. **Financial Records.** AGENCY agrees and understands that OUSD is responsible for fiduciary and programmatic oversight for the expenditure of the ASESP and 21st CCLC grant funds contracted to AGENCY by OUSD for fiscal year 2021-2022. AGENCY will function as a sub recipient of funding and as such will follow all required fiscal guidelines and meet outlined standards as referenced in applicable Federal and State sub recipient guidelines for the federal 21<sup>st</sup> Century Community Learning Centers grant program, CFDA Number 84.287, awarded by the Office of Elementary and Secondary Education Academic Improvement and Teacher Quality Programs office. Sub recipients that receive over \$500,000 of federal funds are required to undergo an annual audit and communicate findings to OUSD, as requested. AGENCY will ensure that all contracted funds of this MOU are expended as per grant guidelines.

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

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

## 8. Invoicing

8.1. **Billing Structure.** AGENCY shall only invoice for actual expenditures incurred. Supporting documentation must be presented along with monthly invoices upon request. Billing details must be provided upon request to OUSD to ensure compliance with related sub recipient and grant guidelines.

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

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

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

8.5. **Submission of Invoices for ASESP and 21<sup>st</sup> Century Grants.** For services rendered related to the ASESP and 21st CCLC grants, OUSD shall pay AGENCY, on a monthly basis, for appropriately documented expenses related to the ASESP and 21ST CCLC grants, with a cumulative total for 2021-2022 not to exceed **\$111269.00** in accordance with the attached Exhibits to this Memorandum. Invoices for payment of services shall be submitted by the 10<sup>th</sup> of each month to the OUSD After School Programs Office, utilizing the required OUSD invoicing and staff qualifications form (**Exhibit F**). OUSD will strive to adhere to second Accounts Payable check run per the published schedule of monthly payments if invoices are submitted in accordance with the deadlines and requirements set forth in this section and the accompanying Exhibits.

9. **Ownership of Documents.** AGENCY agrees that, pursuant to California law, it shall maintain program and fiscal documentation for the ASES and 21<sup>st</sup> CCLC programs for a minimum of five years. All documents created by AGENCY pursuant to this MOU, including but not limited to reports, designs, schedules, registration packets, early release waivers, and other materials prepared, or in the process of being prepared, for the services to be performed by AGENCY, are and shall be at the time of creation and thereafter the property of OUSD, with all intellectual property rights therein vested in OUSD at the time of creation. OUSD shall be entitled to access to and copies of these materials during the progress of the work. Any such materials in the hands of AGENCY or in the hands of any subcontractor upon completion or termination of the work shall be immediately delivered to OUSD. If any materials are lost, damaged or destroyed before final delivery to OUSD, AGENCY shall replace them at its own expense and AGENCY hereby assumes all risks of loss, damage or destruction of or to such materials. AGENCY may retain a copy of all materials produced under this MOU for its use in its general business activities.

## 10. Changes

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

10.2. **Changing Legislation.** AGENCY understands that changes in Federal, or state legislation or District policy may impact funding levels, grant requirements, and responsibilities of AGENCY during an academic school year. This MOU may be amended during the 2021-2022 fiscal year to reflect additional changes resulting from such legislation.

## 11. Conduct of Consultant

11.1. **Staff Requirements.** AGENCY must comply with all Federal and State employment and labor laws. 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:

11.1.1. **Child Abuse and Neglect Reporting Act.** AGENCY will provide at its own expense sufficient Mandated Reporter training to all AGENCY agents at least annually within their first month working with OUSD students and comply with the Child Abuse and Neglect Reporting Act (CANRA) guidelines as Mandated Reporters to report suspicions of possible child abuse to the appropriate reporting agency as stated in California Penal Code § 11164 – 11174.

11.1.2. **Tuberculosis Screening.** AGENCY agents who work with students must submit to a tuberculosis risk assessment as required by Education Code 49406 within the prior 60 days. If tuberculosis risk factors are identified, AGENCY agents must submit to an intradermal or other approved tuberculosis examination to determine that he/she is free of infectious tuberculosis. If the results of the examination are positive, the AGENCY agent shall obtain an x-ray of the lungs. At his/her discretion, AGENCY agent may choose to submit to the examination instead of the risk assessment.

- 11.1.3. **Fingerprinting of Agents.** Current California Department of Justice (CDOJ) fingerprint clearance and FBI fingerprint clearance for each AGENCY agent working with students. AGENCY shall not permit its agents to come into contact with students until CDOJ and FBI clearance is ascertained, and AGENCY shall certify in writing to OUSD that none of its agents who may come into contact with pupils have been convicted of a violent or a serious felony. AGENCY shall further certify that it or its subcontracting agencies have received and reviewed fingerprint results for each of its agents, and Agency or its subcontracting agencies shall request and review subsequent arrest records for all agents who may come into contact with OUSD pupils in providing services to the District under this Agreement.
- 11.1.4. **Minimum Qualifications.** AGENCY staff and agents who directly supervise students and are included in the 1:20 staff to student ratio must meet the following minimum qualifications for an instructional aide: a high school diploma or its equivalency and one of the following: (a) an AA degree; or completion of 48 semester units in college; or (b) successful completion of the Instructional Assistant exam, administered by the Alameda County Office of Education. In addition, AGENCY shall provide at its own expense, First Aid and CPR Training to sufficient AGENCY staff to ensure that no less than 2 AGENCY staff members with current First Aid and CPR Training are present on site during the program each day. AGENCY must provide staff and agents adequate professional development, training, coaching and preparation time to enable staff and agent performance to meet the goals of the ASES/21<sup>st</sup> Century after school grant program and provide a safe and secure program.
- 11.2. **Removal of Staff.** In the event that OUSD, in its sole discretion, at any time during the term of this MOU, desires the removal of any AGENCY related persons, employee, representative or agent from OUSD school site and/or property, AGENCY shall immediately upon receiving notice from OUSD of such desire, cause the removal of such person or persons. In the event OUSD requests the removal of any AGENCY related persons, employee, representative or agent from OUSD school site and/or property, the OUSD site administrator shall provide to the AGENCY written, supporting rationale for the decision. OUSD After School Program Office, after conferring with Legal and the Executive Officer supporting the site, shall decide, taking all the facts and circumstances into account, if AGENCY may reassign an employee or agent to another OUSD site. Prior to the removal or change of any AGENCY staff member who is a regular part of the after school program, AGENCY shall inform the Site Administrator with as much notice as possible, and will work with the Site Administrator to ensure a smooth transition in staffing.
- 11.3. **Conflict of Interest.** AGENCY shall abide by and be subject to all applicable OUSD policies, regulations, statutes or other laws regarding conflict of interest. OUSD shall be permitted to hire an officer or employee of AGENCY for OUSD services in connection with or unrelated to this Agreement and AGENCY shall be permitted to hire any officer or employee of OUSD to perform any service by this Agreement, provided that the agreement attached hereto as Exhibit J is fully executed prior to the performance of any services by the officer or employee. AGENCY affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between AGENCY's family, business or financial interest and the services provided under this MOU, and in the event of change in either private interest or services under this MOU, any question regarding possible conflict of interest which may arise as a result of such change will be brought to OUSD's attention in writing.
- 11.4. **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.
- 11.5. **Non-Discrimination.** Consistent with the policy of OUSD and California and Federal laws, AGENCY shall not engage in unlawful discrimination of students on the basis of actual or perceived physical or mental disability, medical condition, sex, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the California Penal Code. 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 Americans with Disabilities Act, Section 504 of the Rehabilitation Act, Title IX and the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and OUSD policy. In addition, AGENCY agrees to require like compliance by all its subcontractor(s).

- 11.6. **Bullying; Sexual Harassment.** The District's Board of Education recognizes the harmful effects of bullying and sexual harassment on student learning, school attendance and participation in after school programs. In order to have a safe environments that protect students from physical and emotional harm, AGENCY shall establish student safety as a high priority and shall not tolerate sexual harassment or bullying of any student. AGENCY shall adopt a policy expressly against harassment, sexual harassment, intimidation, and bullying and ensure related training on prevention and response is accordingly provided for all AGENCY employees and agents.
- 11.7. **Restorative Justice (RJ) and Positive Behavioral Interventions and Supports (PBIS).** As a part of the District's commitment to eliminate disproportionality in discipline affecting African American male students, the District has initiated Restorative Justice and PBIS programs at many school sites. AGENCY is encouraged to learn more about these programs at school sites and work with District Staff to implement programs in the after school programs that support positive school climate.
12. **Indemnification.** AGENCY shall indemnify, hold harmless and defend OUSD and each of its officers, officials, employees, volunteers and agents from any loss, liability, audit fines, assessments, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by OUSD, AGENCY or any other person and from any claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of performance of this MOU. AGENCY's obligations under the preceding sentence shall apply jointly and severally regardless of whether OUSD or any of its officers, officials, employees, volunteers or agents are actively or passively negligent, but shall not apply to any loss of liability, fines, penalties, forfeitures, costs or damages caused solely by the active negligence or by the willful misconduct of OUSD. If AGENCY should subcontract all or any portion of the work or activities to be performed under this MOU, AGENCY shall require each subcontractor to indemnify, hold harmless and defend OUSD, its officers, officials, employees, volunteers or agents in accordance with the terms of the preceding paragraph.
13. **Insurance.** Throughout the life of the MOU, AGENCY shall pay for and maintain in full force and effect with an insurance company(s) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A/VII" in Best Insurance Rating Guide, the following policies of insurance and shall require each subcontractor to do the same:
  - 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. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
15. **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.
16. **Program Books and Supplies.** Supplies can be purchased by OUSD and by the Lead Agency. A Lead Agency cannot exceed \$2,500 in supply purchases. Supplies to be used in both the school day and after school program must be joint funded, with a maximum of 50% applied to ASES/21st. All supplies purchased with grant funding are and remain the property of OUSD and must remain at the site.
17. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:** The District certifies to the best of its knowledge and belief, that it and its principals: Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, verifies that this vendor does not appear on the Excluded Parties List. <https://www.sam.gov/>

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

OAKLAND UNIFIED SCHOOL DISTRICT

*Marbo* 6/24/2021  
Date  
 President, Board of Education  
 State Administrator  
 Superintendent

*J. H. ...* 6/24/2021  
Date  
Secretary,  
Board of Education

DocuSigned by:  
*Andra Bustamante* 5/24/2021  
Date  
Executive Director  
Community Schools and Student Services Dept.

DocuSigned by:  
*Linda Flynn* 5/24/2021  
Date  
Principal

DocuSigned by:  
*Monica Thomas* 5/24/2021  
Date  
Network Superintendent

DocuSigned by:  
*Sandra Aguilera* 5/25/2021  
Date  
Chief Academic Officer  
Continuous School Improvement

AGENCY

DocuSigned by:  
*David Kakishiba* 5/24/2021  
Date  
Agency Director Signature  
**David Kakishiba**  
Executive Director  
Print Name, Title

Attachments:

- **Exhibit A.** Attendance Reporting Schedule
- **Exhibit B.** Planning Tool/Comprehensive After School Program Budget
- **Exhibit C.** Enrollment Packet, including Early Release Waiver
- **Exhibit D.** List of Anticipated Field Trips, Off Site Events and Off Site Activities
- **Exhibit E.** Waiver for use of East Bay Regional Park District Bodies of Water (Swimming Pools, Lagoons, Shoreline Parks and Lakes) and Related Facilities
- **Exhibit E (1)** Middle School Sports Release of Liability and Assumption of Risk
- **Exhibit F.** Invoicing and Staff Qualifications Form
- **Exhibit G.** Fiscal Procedures and Policies
- **Exhibit H.** Certificates of Insurance
- **Exhibit I.** Statement of Qualifications
- **Exhibit J.** Agreement to Allow Distinct and Separate Employment by OUSD and AGENCY

MOU template approved by Office of the General Counsel March 2021

Legislative File ID: 21-1380

Exhibit A

Attendance Reporting Schedule

<b>Oakland Unified School District                      After School Programs                      Attendance Reporting Schedule</b>	
<b>Monthly Attendance Period</b>	<b>Deadline to Input Attendance Data into AERIES</b>
July 1 – July 31, 2021	August 10, 2021
August 1 - August 30, 2021	September 10, 2021
September 1-30, 2021	October 11, 2021
October 1-30, 2021	November 10, 2021
November 1-30, 2021	December 10, 2021
December 1-31, 2021	January 10, 2022
January 1-31, 2022	February 10, 2022
February 1-28, 2022	March 10, 2022
March 1-31, 2022	April 12, 2022
April 1-30, 2022	May 10, 2022
May 1-31, 2022	June 10, 2022
June 1-30, 2022	July 15, 2022

Exhibit B

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

*(Template distributed separately)*

**INSERT HERE**



OAKLAND UNIFIED  
SCHOOL DISTRICT  
*Community Schools. Thinking Students.*

2021-22 AFTER SCHOOL BUDGET PLANNING SPREADSHEET

ELEMENTARY & MIDDLE SCHOOLS 01.2020

Site Name:	● Bella Vista	%	ASES		OFCY Match Funds	Program Fees (if applicable)	Other School Site Funds	Other Lead Agency Funds
Site #:	● 102		Resource 6010, Program 1553					
Average # of students to be served daily (ADA):	83.31		OUSD	Lead Agency	Lead Agency	Lead Agency	OUSD	Lead Agency
<b>TOTAL GRANT AWARD</b>			133,169.40		82450			
<b>CENTRAL COSTS: INDIRECT, ADMIN, EVAL, PD, CUSTODIAL, SUPPLIES</b>								
	OUSD Indirect (5.00%)		6,341.40					
	OUSD ASPO admin, evaluation, and training/technical assistance costs		8,297.16					
	Custodial Staffing and Supplies at 3.5%		4,148.58					
<b>TOTAL SITE ALLOCATION</b>			114,382.26					
<b>CERTIFICATED PERSONNEL</b>								
1120	Quality Support Coach/Academic Liaison		2500				0	
1120	Certificated Teacher Extended Contracts- math or ELA academic intervention (required for MS)		0				0	
1120	Certificated Teacher Extended Contracts- ELL supports							
1120	Certificated Teacher Extended Contracts- math or ELA academic intervention (recommended for MS)							
							0	
	<b>Total certificated</b>		2500		0	0	0	0
<b>CLASSIFIED PERSONNEL</b>								
2205	Site Coordinator (list here, if district employee)		0				0	0
2220	SSO (optional)		0				0	
			0					
	<b>Total classified</b>		0	0	0	0	0	0
<b>BENEFITS</b>								
3000's	Employee Benefits for Certificated Teachers on Extended Contract (benefits at 24.5%)		612.50					
3000's	Employee Benefits for Classified Staff on Extra Time/Overtime (benefits at 28%)		0					
3000's	Employee Benefits for Salaried Employees (benefits at 42%)		0					
3000's	Lead Agency benefits (rate: 25%)							
	<b>Total benefits</b>		612.50	0	0	0	0	0
<b>BOOKS AND SUPPLIES</b>								
4310	Supplies		0				0	0
4310	Curriculum		0				0	0
5829	Field Trips		0				0	0
4420	Equipment (including computers - OUSD only)		0				0	0
	Bus tickets for students							
	Professional Development for Site Staff			500				
	<b>Total books and supplies</b>		0	500	0	0	0	0
<b>CONTRACTED SERVICES</b>								
5825	Site Coordinator (\$58.5K plus 17.58% benefits)		0	9250.17	59565			
5825	Academic Instructors (5 employees x 185 days x 5 hours x \$19 + 11.91% benefits)			98340				
5825	Enrichment Facilitators (List each staff position individually)							
5825	Subcontractors (please list each specific subcontracting agency)			0				
5825	STEM Instructors							
5825	College/career readiness facilitator (recommended for MS)							
5825	Other Staff			0				
5825	Family Liaison (recommended for 21st Century sites)							
5825								
5825	Mental Health consultant (optional)		0					
5825	Staff time to participate in Continuous Quality Improvement process							

5825	Deputy Director				9900			
5825	Program Activities				2231			
5825								
	Total services	0	107590.17	71696	0	0	0	0
<b>IN-KIND DIRECT SERVICES</b>								
							0	0
							0	
	Total value of in-kind direct services						0	0
<b>LEAD AGENCY ADMINISTRATIVE COSTS</b>								
	Lead Agency admin (4% max of total contracted \$)		3,179.59					0
<b>SUBTOTALS</b>								
	Subtotals DIRECT SERVICE	85.00	5,103.82	108090.17	71696	0	0	0
	Subtotals Admin/Indirect	15.00	16,795.82	3,179.59	10754			0
<b>TOTALS</b>								
	Total budgeted per column		21,899.64	111,269.76	82450	0	0	0
	Total BUDGETED	100.00	133,169.40	82450	0	0	0	0
	BALANCE remaining to allocate		0.00					
	TOTAL GRANT AWARD/ALLOCATION TO SITE		133,169.40					

<b>ASES MATCH REQUIREMENT:</b>	
ASES requires a 3:1 match for every grant award dollar awarded.	
Total Match amount required for this grant:	44,389.80
Facilities count toward 25% of this match requirement:	11,097.45
Remaining match amount required:	33,292.35
Match should be met by combined OFCY funds, other site funds, private dollars, and in-kind resources. This total equals:	82450
Total Match amount left to meet:	-49,157.65

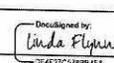
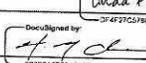
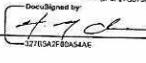
Required Signatures for Budget Approval:

Principal:	<i>Linda Flynn</i>	5/24/2021
Lead Agency:	<i>[Signature]</i>	5/20/2021

# Bella Vista OUSD Expanded Learning Programs -After-School Program

## ELEMENTARY/MIDDLE & HIGH SCHOOLS - 2021-2022

### ASES and 21st Century After-School Program Plan

SECTION 1: SCHOOL SITE AND AFTER-SCHOOL PROGRAM INFORMATION			
School Site Name:	Bella Vista	School Type:	<input checked="" type="checkbox"/> Elementary (TK-5) <input type="checkbox"/> Elementary/Middle (TK-8) <input type="checkbox"/> Middle (6-8) <input type="checkbox"/> High School (9-12) <input type="checkbox"/> - Alternative High School <input type="checkbox"/> - Continuation High School <input type="checkbox"/> - Comprehensive High School
CDS Code: (This is a 14-digit code, search <a href="#">here</a> )	1612596001655	After-School Lead Agency:	East Bay Asian Youth Center
Principal Name:	Linda Flynn	Principal Signature and date:	
Lead Agency Director Name:	Nhi Chau	Lead Agency Director Signature and date:	
After-School Site Coordinator Name:	Jonatan Valladares	After-School Site Coordinator Signature and date:	

SECTION 2: PROGRAM OPERATIONS Average Daily Attendance, Program Dates, Minimum Days & Enrollment	
To be compliant with grant requirements, the after-school program must commence immediately upon the conclusion of the regular day, operate a minimum of 15 hours/week, and be open until at least 6:00 pm on every school day for elementary and middle schools (EC 8483). Programs are required to operate all 180 days of the school year.	
Projected daily attendance for 2021-2022 school year program.	83
Program Operations for the 2021-2022 school year. First Day: August 9, 2021 Last Day: May 26, 2022	
UPDATED ED CODE:	Per CDE Education Code Section 8483.7(c) allows programs to close for a maximum of 3 days during a calendar year (not a school year) for staff development. Families and school site personnel must be notified of these program closure dates in advance, and the lead agency must maintain and upload documentation of professional development activities offered on these dates, including training agenda and staff sign-in sheets. This should be uploaded no later than 5 business days after the closure day.
Identify the three days (if any) your program plans to close this year for PD. The program must be open all other days of the school year. (Updates for any date changes are due September 2021).	
1st:	1/7/2022
2nd:	5/25/2022
3rd:	5/26/2022
<b>Minimum Days.</b> When a school holds minimum days, the after-school program is required to begin as soon as the school day ends, and execute programming until 6:00 pm. Minimum days have a significant impact on after-school staff and budget. Thus, during the program planning process, school leadership and the lead agency partner must discuss the anticipated number of minimum days for the program year, and discuss shared resources to fund minimum day programming. There is an expectation already established for the 36 weekly minimum days, however if the school is planning on more than these and 10 extra days for report card conferencing you should discuss how the staffing fees for these extra days will be funded in partnership with the school day.	
Projected Number of Minimum Days for School Year 2021-2022:	36
Please note that the grants from CDE do not increase funding for minimum days. If the school adds additional minimum days beyond the projected number above, identify school-site funds to be utilized to fund these additional hours of programs?	
EBYAC has budgeted for and can absorb the cost of the 36 minimum days in the school year. However, any additional minimum day(s) that exceed the 36 minimum days are not accounted for in our budget and would need the school to assist in developing a strategy to 1) support the after school staff's increased work hours on additional minimum days (\$52.50/day/staff) or 2) agreement that program will operate until 6:00 p.m. but not at maximum capacity.	

SECTION 3a: PROGRAM MODEL Average Daily Attendance, Program Dates, Minimum Days & Enrollment																													
Which of the following program models will your site operate as for 2021-2022? (If you choose Extended Day, please explain why using this link.)																													
Program Model:	Please only select ONE of the options below <input checked="" type="checkbox"/> Traditional After-school <input type="checkbox"/> Extended Program <input type="checkbox"/> Blended/Hybrid																												
Which grade levels will be served by this program?	<table border="0"> <tr><td>TK</td><td><input type="checkbox"/></td></tr> <tr><td>K</td><td><input type="checkbox"/></td></tr> <tr><td>1</td><td><input checked="" type="checkbox"/></td></tr> <tr><td>2</td><td><input checked="" type="checkbox"/></td></tr> <tr><td>3</td><td><input checked="" type="checkbox"/></td></tr> <tr><td>4</td><td><input checked="" type="checkbox"/></td></tr> <tr><td>5</td><td><input checked="" type="checkbox"/></td></tr> <tr><td>6</td><td><input type="checkbox"/></td></tr> <tr><td>7</td><td><input type="checkbox"/></td></tr> <tr><td>8</td><td><input type="checkbox"/></td></tr> <tr><td>9</td><td><input type="checkbox"/></td></tr> <tr><td>10</td><td><input type="checkbox"/></td></tr> <tr><td>11</td><td><input type="checkbox"/></td></tr> <tr><td>12</td><td><input type="checkbox"/></td></tr> </table>	TK	<input type="checkbox"/>	K	<input type="checkbox"/>	1	<input checked="" type="checkbox"/>	2	<input checked="" type="checkbox"/>	3	<input checked="" type="checkbox"/>	4	<input checked="" type="checkbox"/>	5	<input checked="" type="checkbox"/>	6	<input type="checkbox"/>	7	<input type="checkbox"/>	8	<input type="checkbox"/>	9	<input type="checkbox"/>	10	<input type="checkbox"/>	11	<input type="checkbox"/>	12	<input type="checkbox"/>
TK	<input type="checkbox"/>																												
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11	<input type="checkbox"/>																												
12	<input type="checkbox"/>																												

**ENROLLMENT PROCESS & TIMELINE**

**Instructions:**

Please navigate to the folder for the your school. Once inside the folder, click the pencil button in the top right corner. After the dropdown list appears, select 'Upload or Import'. Next, click on the drag or browse window and upload the Enrollment Timeline file. Please name your file in this format: SchoolName\_EnrollmentTimeline

Please check the box below after completing the above instructions

- Enrollment Timeline has been uploaded to Program Plan folder

*Important dates to include in your timeline*

**April - June:** Spring enrollment for 2021-2022 programs.

Families will be notified of 2021-2022 after school enrollment before the **last day of school, May 27, 2021.**

After school programs begin on the **first day of school** when enrollment is at a minimum 75% capacity.

**August - September:** new school year enrollment of families for remaining program slots.

Remaining program slots will be filled by **September 30, 2021**, except for slots reserved for transitional students (i.e., Homeless, foster youth; Newcomers) entering the program for the first time and/or mid-year

All programs must maintain **waitlists** after program slots are filled.

CDE and OUSD have established district-wide guidelines for Target Population and Enrollment in ASES and 21st Century After School Programs. With these guidelines, each school will create a site-specific After School Enrollment Policy that will be made public to the school community. Make sure to include a description of 1-3 enrollment priorities that will be made public and why.

**\*\*This may look different for High School and Continuation schools based on alternative schedules and intersession. Please include the items above that are applicable to your schedule and recruitment process. Describe how your school will identify and recruit students beginning of Spring 2021. Indicate how families will be notified of 2021-2022 enrollment before the last day of school.**

SECTION 3b: PROGRAM MODEL (Continued) Average Daily Attendance, Program Dates, Minimum Days & Enrollment

Who can receive the Golden Ticket?

Per federal statute, California Education Code and Oakland Unified School District policy, any students identified by the OUSD Transitional Student and Family Unit can receive a Golden Ticket. Transitional students are by definition:

- Any OUSD student who is a homeless youth, as defined by the federal *McKinney-Vento Homeless Assistance Act (42 U.S.C. Sec. 1143a)*, who is in foster care, or is designated as an unaccompanied minor.

- Any OUSD student who identifies as a newcomer, refugee or as an asylee. *Subtitle VII-B of the McKinney-Vento Homeless Assistance Act (42 U.S.C. § 11431 et seq.)*

- Establishes the definition of homeless used by schools
- Ensures that children and youth experiencing homelessness have immediate and equal access to public education
- Provides for educational access, stability, and support to promote school success
- Needed to address the unique barriers faced by many homeless students

Complete the following questions for Section 3b:

- To the best of your knowledge, how many Golden Tickets were distributed in the 2020-2021 school year?

0

- How will you make your program more accessible to serve the needs of Golden Ticket students/families?

Our After School Program prioritizes enrollment of the following three target populations: Students in need of academic support and intervention to improve or sustain academic performance; English Language Learners and or Newcomers; and Students from socio-economically disadvantaged families/backgrounds. Site Coordinator will collaborate with school administrator, counselor, and/or faculty to identify students who may benefit from the enrollment in the program.

**SECTION 4: PROGRAM COMPONENTS**

CDE requires that programs must provide a safe environment and include an educational component that provides tutoring and/or homework assistance; and an educational enrichment component, which may include, but not limited to STEAM, recreation, prevention and other Social Emotional Learning (SEL) activities (EC Section 8482.6); and provide opportunities for physical activity. (EC Section 8483.3(c)(7))

Educational and Literacy Component that includes tutoring/

Describe how the after-school program will provide the educational & literacy component.

**Respond Below:**

EBAYC 's program will have an hour of Homework tutorial throughout the week, where students will read for 30 minutes. Every week we will be holding our Language and Literacy class for an hour. During this hour staff will be using our literacy and language curriculum that we received from OUSD. The curriculum is designed to increase the ability to use all types of language; Academic, Social, situation-specific, and concept language. Each lesson in the curriculum is broken into three parts: icebreaker, academic and interactive discussion: An Icebreaker gets the students active and engaged; an academic discussion strand exposes students to academic language. and interactive discussion strand has students practice a specific interactive conversation skill.

Homework assistance in the core subjects (language arts, math, history /social science, etc.)

How are students building academic skills? How are social-emotional academic development being integrated? (Include specific strategies for creating a safe & supporting environment through encouragement and active engaged learning.)

**Respond Below:**

EBAYC's program schedule allows for 4 hrs/week of academic assistance during our Homework power hour. We have 1 hr/week for literacy where we will be using the Language and Literacy Binder curriculum. We also have 1 hr/week set aside to assist our students with their growth in math. We will be using the Math Curriculum for afterschool network lessons that were provided to support our students with math. At the beginning of each lesson, we begin with a community circle where we have a warm welcome, an icebreaker, and a check-in question that will help with the social-emotional academic development. Also adding to our social-emotional learning aspect we are incorporating the Building Intentional Community curriculum that we will be doing for 1 hr/week. In the BIC Curriculum, we strive to build a community of inclusion and promote leadership within our students.

Educational Enrichment Component that offers students engaging activities in a variety of areas (fine arts, career technical education, presentation, etc.)

How does the after-school program choose which educational enrichment activities are offered? (Include specific strategies designed to foster skill-building, youth voice and leadership and diversity, access and equity.)

**Respond Below:**

EBAYC will provide enrichment for 3-4 hrs/week. The enrichment class will be taught by our after-school staff mentor. Students will choose which enrichment they would like to be in by numbering their options 1 through 3. They will then rotate every 3 months to a different enrichment session. The students will have a chance to experience being with a different mentor and they will also have a chance to build relationships with other adults and also build relationships with other students that aren't in their main classes or grade levels.

Different enrichments that we may include Basketball, Badminton, Leadership, and two art classes (one for older students and the other for younger students), cooking and nutrition class (one for older students and one for younger students). We will also be having different STEM lessons throughout the year. In each enrichment, students will learn different skills; for example, in basketball, they will learn about teamwork, how to dribble the ball properly, how to shoot the basketball, passing the ball, and the rules of how to play. In each enrichment, the staff allows the students to plan and also to take on leadership roles.

Physical Activity other than recess that is structured and supervised with a warm-up, structured physical activities and a cool down. (This should happen for all students in the program.)

CDE expects Elementary programs to offer 30-60 minutes of developmentally appropriate, daily physical activity (to help meet CDE recommendation of 60 daily minutes of moderate to vigorous physical activity for youth) This is not 'free play' or recess. (We understand Middle and High will vary based on sports programs and scheduling. Please explain how the after-school program will address physical activity in your program, including type, frequency, and target population. All students should have the opportunity for physical activity.)

- Plan and evaluate (review fitness test results, track minutes, etc.)
- Include a variety of activities throughout the year

Describe how the after-school program will provide structured physical activity for all participants. (Include specific strategies to promote healthy choices and behaviors.)

**Respond Below:**

Along with our sports enrichment classes, we will also be incorporating 30 minutes of Physical Activity daily. Students will get to plan which physical activity they would like to do throughout the week. Mentors will receive training on how to facilitate games and how to get every student involved and engaged in each activity. They will have training on different games and activities they can do with their class. We will use The SPARKS binder for reference for games as well. Some activities include: Wall ball, dodgeball, soccer, basketball, relay races, and field days.

Family Literacy Component that includes literacy activities and other educational services that engage adult family members of students.

Describe how the after-school program provides opportunities to promote literacy and/or other educational services to adult family members of students?

**Respond Below:**

Throughout the school year, we will be hosting events such as Family Literacy Night, Family STEM Night, and Family Math Night along with other parent meetings. With each of these meetings, we plan to get parents engaged in some of the things that their students have been doing in the program. For our Literacy night, we plan to show the importance of having our students read every night. For STEM night, we plan to have projects that we do with the students and explore different careers in those fields. During Math night, we plan to have some fun math games that will get our families and students engaged and excited about math. At parent meetings, we plan on doing check-ins and updates on the students' academic progress.

Educational Enrichment Component that offers students engaging activities in a variety of areas (fine arts, career technical education, presentation, etc.)

How does the after-school program choose which educational enrichment activities are offered? (Include specific strategies designed to foster skill building, youth voice and leadership and diversity, access and equity.)

**Respond Below:**

EBAYC will provide enrichment for 3-4 hrs/week. The enrichment class will be taught by our after-school staff mentor. Students will choose which enrichment they would like to be in by numbering their options 1 through 3. They will then rotate every 3 months to a different enrichment session. The students will have a chance to experience being with a different mentor and they will also have a chance to build relationships with other adults and also build relationships with other students that aren't in their main classes or grade levels.

Different enrichments that we may include Basketball, Badminton, Leadership, and two art classes (one for older students and the other for younger students), cooking and nutrition class (one for older students and one for younger students). We will also be having different STEM lessons throughout the year. In each enrichment, students will learn different skills; for example, in basketball, they will learn about teamwork, how to dribble the ball properly, how to shoot the basketball, passing the ball, and the rules of how to play. In each enrichment, the staff allows the students to plan and also to take on leadership roles.

1. Complete the program schedule from or upload your program schedule.

a. Make sure your program schedule includes:

- i. Class/Activity title i.e. African Dance not just enrichment
- ii. Day and time offered

b. Complete this form to design program component attached template to describe program components then link them into this document. Program component description link: linked to the spreadsheet create a drop-box option (a) CDE--academic, enrichment, physical activity "use the same title".

*\*In the fall, sites are required to resubmit updated program schedules. This schedule should be clearly aligned with the supports identified in section 4.*

---

**Academic Alignment with School Day and District Priorities**

---

Please provide a short narrative that identifies how the after-school program will support school goals aligned with district student learning goals in the appropriate grade level box below.

- Collaborate with the school site administrator and consult the School Site Plan to align with the school day.
- Consult the descriptions below for the District's priorities for elementary, middle and high school.

OUSD Student Learning Goals:

- 1- All students build relationships to feel connected and engaged in learning
- 2- All students continuously grow towards meeting or exceeding standards in English Language Arts
- 3- All students continuously grow towards meeting or exceeding standards in Math
- 4- English Learner students continuously develop their language, reaching English Fluency in 6 years or less
- 5- All students grow a year or more in Reading each year
- 6- All Students graduate college-, career-, and community-ready

---

How will the after-school program further these OUUSD Learning Goals?(Choose 2-3 to focus on for the 2021-22 School Year)

**Respond Below:**

Goal 1: To help "all students build relationships to feel connected and engaged in learning", we are going to be using the Building Intentional Communities lessons to have students create strong relationships among their peers and also with the adults in the program. In the BIC lessons, there are team-building activities as well as community-building activities that will help stimulate relationships that are connected and engaged. At the beginning of every activity, staff will hold a community circle where they have a warm welcome, an ice breaker, and a check-in question to help build relationships among each other, and at the end of each session they will have an optimistic closure.

Goal 2: All students will continuously grow towards meeting or exceeding standards in English Language Arts- EBAYC will provide 30 minutes for students to read during their Homework Power Hour. They will also get support through the language and literacy curriculum for 1 hr/week. The curriculum is designed to increase the students' ability to use different types of language; academic, social, situation-specific, and concept language. It is based on the common core standards for both discussion and language arts. The staff will be leading these lessons with the youth and will also provide social-emotional learning concepts as well.

Goal 3: All students will continuously grow towards meeting or exceeding standards in Math - Mentors will assist students with their math homework during our Homework Power hour for 30 minutes 4 times/week. Along with supporting students with the math homework mentors will also use the Math curriculum for the after-school network for an hour each week. The curriculum has fun engaging activities that will help the students gain the extra support that they may need from what they are learning in the school day. The math curriculum focuses on the common core standards and discussion across subject areas.

To increase the effectiveness of a program, it is critical to engage in an ongoing continuous cycle of assessment, planning, and improvement. While the process should be carried out at the site level, documentation of this process should be submitted by the grantee.

This cycle of improvement revolves around twelve critical standards—the [Quality Standards for Expanded Learning in California](#)—which were developed in partnership between the California Department of Education's (CDE) After School Division and the California Afterschool Network (CAN) Quality Committee.

**POINTS OF SERVICE Quality Standards & PROGRAMMATIC Quality Standards**

[Fill out this Google Form to identify where your program is with E's quality standards.](#) [Google Form](#)

**Resources:**

- Definitions: [CDE Quality Standards](#)
- Unpack it: [CDE Quality Standards & CQI Spectrum](#)
- Scoring Key: [CDE Quality Standards & CQI Process](#)

**PROGRAM SELF-ASSESSMENT TRUTH • HOPE • CHANGE • CURIOSITY (THC?)**

Indicate which stakeholders who participated in the Program Self-Assessment in 2020-2021	<input type="checkbox"/> Internal evaluator	<input type="checkbox"/> External evaluator	<input type="checkbox"/> School administrator
	<input type="checkbox"/> District administrator	<input type="checkbox"/> Certificated staff	<input type="checkbox"/> Classified staff
	<input checked="" type="checkbox"/> Program director	<input type="checkbox"/> Site coordinator	<input type="checkbox"/> Site-level/line staff
	<input type="checkbox"/> Parents/guardians	<input type="checkbox"/> Students	<input type="checkbox"/> Community partners
	<input type="checkbox"/> Advisory group	<input type="checkbox"/> Other stakeholders:	

Identify the after-school program data point(s) in the narrative below. Could include: student feedback (youth survey, interviews or focus groups), internal program observation or external observation

**TRUTH**  
What is currently happening in the program? Use data to identify the truth about 1-2 self-selected aspects of the program.

**Respond Below:**

This year has been a challenging year. Unfortunately, it has been a really tough year for my staff. From the original five staff that I started the year with, I only have two that are currently part of my line staff. Of the ones who are no longer part of the team, they each had their struggles and personal life events that made it hard for them to continue working. I was able to hire another staff member in October but they too had personal life events that made it hard for them to continue. So they had to leave at the beginning of 2021. The program has been struggling with being short-staffed for the majority of the year. Due to limitations of my staff schedules we were limited in our capacity to support the school with push-ins during the school day hours.

We have been running a program that has been serving the students during after-school hours. We have our student support centers Monday through Thursday as a place for any student at Bella Vista grades 1st-5th can come and join us for space for them to work or receive support from one of the After-School Teachers or myself. The support center has been getting pretty consistent attendance in most grades. 2nd and 4th-grade students have been the ones that have been showing up the majority of the time. 1st grade was a bit more challenging to support. We were in communication with the first-grade teachers to see how we could support them during that time and we have come up with a plan to have my After-School Teacher push into small groups that the teachers were having during that time. We have been able to support an average of 7 more 1st graders a day since we made that plan.

Our enrollment started off really slow at the beginning of the year; however, over time we have been able to increase enrollment and have seen our attendance increase. With the reopening of schools, our attendance did drop a bit due to students being on campus at the same time when we are having our zoom meetings with them.

**HOPE**  
What is the dream for the program in these areas as identified by students, families, parents, staff and site support team?

**Respond Below:**

A hope that I have for the program is to be able to support the school day more than we currently are. Unfortunately, we were unable to support as much as we would have liked due to the school and work schedules of my staff. Many were taking college courses or had another part-time job in the morning. This made it difficult with the scheduling. I would also like to have a higher attendance but I do understand that most students are probably feeling fatigued once they reach the afternoon hours.

**CHANGE**  
*What steps will be taken to make the shifts needed to realize the HOPE identified above?*

**Respond Below:**

With things being back in person I hope to support the school as much as we can. Hopefully next year we will have a bit more flexibility than this one. With students having support in person after school next year I know that we will be able to impact more students than we were able to help this year.

**CURIOSITY**  
*What deeper questions or inquiries are coming up? Something that needs more time to think about to make long-term shifts.*

**Respond Below:**

How can I create a program and make sure to hire the right staff that would have the flexibility to support the school with the needs that they have?

With the unexpected happening how can we ensure that we would have that flexibility to support in areas where we may be needed?

SECTION 6: Facilities					
(a) Plan with the school site administrator which rooms and outside spaces the after-school program will use Monday - Friday from the start of the program to 6. Make sure to include bathrooms and snack areas.					
(b) Lead Agency Director, will go into Facilitron website to complete facilities usage requests, no later than May 15, 2021. Visit Facilitron website at: <a href="http://www.facilitron.com/dashboards/agency">www.facilitron.com/dashboards/agency</a>					
Indoors (specify room numbers and space names)			Outdoors		
Room Number & Name of Space	# of Students	Hours to be used	Room Number & Name of Space	# of Students	Hours to be used
Cafeteria	110	M,Tu,Th F 3-6; W 1:30-6pm	Room 20	25	M,Tu,Th F 3-6; W 1:30-6pm
Bathroom	110	M,Tu,Th F 3-6; W 1:30-6pm	Room 25	25	M,Tu,Th F 3-6; W 1:30-6pm
Auditorium	110	M,Tu,Th F 3-6; W 1:30-6pm	Room 27-28	25	M,Tu,Th F 3-6; W 1:30-6pm

Yard	110	M,Tu,Th F 3-6; W 1:30-6pm	Room 30	25	M,Tu,Th F 3-6; W 1:30-6pm
Room 13-14	25	M,Tu,Th F 3-6; W 1:30-6pm	Portable M-O	25	M,Tu,Th F 3-6; W 1:30-6pm
Room 16	25	M,Tu,Th F 3-6; W 1:30-6pm			

In addition, choose up to 5 other dates the program will use space outside of normal program hours. Please specify which space will be needed (IE: showcases, events and family engagement). Be advised any additional dates/spaces used outside of these dates, the lead agency will be responsible for facilities cost.

Name of Event	Potential Date	August 13th, 2021	Number of Students	100	Hours of Use/Room Numbers	5:30-7:00 Auditorium
Parent Orientation						
Name of Event	Potential Date	October 28th, 2021	Number of Students	100	Hours of Use/Room Numbers	5:30-7:00 Auditorium
Family Math Night						
Name of Event	Potential Date	December 16th, 2021	Number of Students	100	Hours of Use/Room Numbers	5:30-7:00 Auditorium
Winter Showcase						
Name of Event	Potential Date	February 24th, 2022	Number of Students	100	Hours of Use/Room Numbers	5:30-7:00 Auditorium
Family STEM Night						
Name of Event	Potential Date	May 12th, 2022	Number of Students	100	Hours of Use/Room Numbers	5:30-7:00 Auditorium
Family Literacy Night						

**SECTION 7a: PROGRAM FEES**

Will this after-school program charge program fees for 2021-2022  Yes  No

If, "YES, program fees will be charged," please complete the following assurances. Both the Principal and Lead Agency boxes must be initialed.

Principal	Lead Agency	ASSURANCES
	N/A	Our program will not turn away any eligible student from program participation due to the inability to pay program fees. We understand that the California Education Code prohibits program fees from being a barrier to program participation
	N/A	Our program will communicate in writing and verbally to parents/guardians that an eligible child will not be turned away from program participation due to the inability to pay. Per CDE, our programs will communicate in writing and publicly to parents/guardians program fee expectations in language parents can understand. This should be included in your enrollment applications, posted in your school (publicly accessible), parent handbooks and any marketing materials. Ensure that all documentation is accessible to families. This means they should be translated into the major languages used by the families in your school.
	N/A	Our program will publicize the program fee structure in written program materials for school leaders, parents/guardians, and/or community members (i.e. communication letter, meetings agenda, etc.).
	N/A	Our program shall not charge a fee to a family for a child if the program once notified that the child is a homeless youth, as defined by the federal McKinney-Vento Homeless Assistance Act (42 U.S.C. Section 1143.a), or for a child who the program knows is in foster care.
	N/A	Our program will provide receipts to parents/guardians for each payment made.
	N/A	The lead agency will manage funds raised by program fees according to standard accounting practices and will provide quarterly Income Statements to the Principal and OUSD Expanded Learning Office detailing amount collected from program fees and expenditures. This will be turned in quarterly.
	N/A	The Use of Fees: Any fees collected by programs shall be used for program activities, services for students, and program administrative costs. CDE guidance calls for all programs to "keep accurate records of fees collected, and fees should be tracked separately from the grant funds received." Keep documents in the event of an annual financial audit and/or Federal Program Monitoring (FPM). Families who receive free and reduced lunch should be prioritized for no cost program admission.

**SECTION 7b: PROGRAM FEES (Continued)**

Describe how the school/program plans to collect program fees and who will be exempt from paying fees or received a reduced fee?	N/A
--	-----

<p>Describe how all fees collected will be used for after-school programming.</p>		N/A
<p>Describe how fees will be communicated to school leaders/school community.</p>		N/A
<p><b>Instructions:</b>  Please navigate to the folder for the your school. Once inside the folder, click the pencil button in the top right corner. After the dropdown list appears, select "Upload or Import". Next, click on the drag or browse window and upload your Enrollment Timeline file. Please name your file in this format: SchoolName_DocumentName</p> <p>Please check the box below after completing the above instructions</p> <input type="checkbox"/> A copy of written evidence of the program fee materials/process (i.e. parent letters, parent handbook, etc. meeting with agenda/minutes) has been uploaded into the Program Plans folder		

# OUSD EXPANDED LEARNING PROGRAMS

## Partner Assurances & Agreements 2021-2022

School Site	
Lead Agency	Date
Name of After School Program	After School Site Coordinator Name (if known at this time)

After School Safety and Emergency Planning

1. The 2021-2022 Comprehensive School Site Safety Plan includes the After School Emergency Plan. The Site Administrator and After School Program (ASP) Site Coordinator will update the After-School Emergency Plan annually by discussing and aligning plans and procedures for after school and school day safety, including emergency preparedness and crisis response.

Indicate all actions that will occur to ensure after school program safety and alignment with school day procedures for emergency preparedness and emergency response:

<input checked="" type="checkbox"/>	Site Administrator and ASP Site Coordinator will meet at beginning of school year to update After School Emergency Plan collaboratively.
<input type="checkbox"/>	Site will share Comprehensive School Site Safety Plan with after school partner.
<input type="checkbox"/>	School day and after school programs will coordinate emergency drill schedules & procedures (ie. earthquake, fire, and lockdown drills).
<input type="checkbox"/>	After School staff will participate in site-level faculty safety trainings.
<input type="checkbox"/>	School will provide after school staff with access to disaster supplies and other resources in case there is an emergency after school.
<input type="checkbox"/>	Site Administrator and ASP Site Coordinator will meet regularly to review after school incidences and update safety plans as needed.
<input type="checkbox"/>	The completed After School Emergency Plan (ASEP) will be submitted to Expanded Learning Programs Office by 10/1/21.
<input type="checkbox"/>	Other:

2. List the training and resources the school will provide after school staff on safety procedures, including lockdown procedures and communication protocols for crisis response.

3. Principal and Site Coordinator have reviewed the OUSD After School Emergency/Crisis 1st Level Response Notification Protocol and understand expectations regarding communication and incident reporting when an issue involving after school safety

Yes   
No

**Facility Keys**

It is critical that the After-School Site Coordinator has access to facility keys in order to ensure safety after school should a lockdown or lockout be needed. Will the After-School Program have access to facility keys for all areas where after school programming occurs?

Yes  No

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

**SSO Staffing**

**Check One:**

- Site will utilize after school and/or school day funds to pay Extra time/Over time (ET/OT) for an after school SSO.
- Site does not need an SSO.
- Site does not have the resources to fund an after school SSO.

# Bella Vista OUSD Expanded Learning: After-School Programs

## 2021-2022 Modification Program Plan

ELEMENTARY/MIDDLE & HIGH SCHOOLS

ASES and 21st Century Community Learning Center (21st CCLC)

**Modification Program Plan:** Given the uncertainty of the school reopening model, this document will:

→ Develop a clear work plan that supports students' learning in partnership with the school site to prepare for any model for reopening in the 21-22 school year.

→ Support collaboration with schools and Lead agencies to determine their reopening plans.

### Non-Negotiable Compliance Considerations Expanded Learning Guidelines

When designing the Expanded Learning program model, please consider all of the following factors.

- ASES, 21st CCLC, and ASSETS funding will not increase based on the program model.
- Sites will be required to run 180 days of programming.
- Sub-contractors partnerships and how they will fit into this program model
- No supplanting (Programs are required to provide supplementing/enrichment programs and can not provide any instructional minutes)

### Expanded Learning Program Models

Given the constant uncertainty due to COVID-19, the Expanded Learning Office is asking all Expanded Learning Partners and Site Leadership Teams to design programming for multiple reopening models to ensure we can meet our communities' needs in the fall.

**Possible modified program models:**

- Distance Learning Support
- In-person with modifications based on State and County Safety guidelines.
  - If the sites are in any type of hybrid programming where some are on and some students are off-campus. Expanded Learning funds are to be prioritized for in-person programming.
  - This modification occurs when students come back part-time or not all students come back in person. I.E. small pod instruction with only 12-14 students present in each class.

#### GUIDING QUESTIONS - Staffing

Please answer the following questions to help guide program contingency planning. Staffing is the key ingredient to making these decisions for each site.

How many full-time employees does the expanded learning program employ? (i.e., site coordinators)

How many part-time employees?

How many hours do the part-time employees work?

Hrs

Does the program have subcontractors that provide service?

**MODIFIED SCOPE OF WORK**

Please Indicate below how the Expanded Learning Program will support each possible modification. Check all that apply. (Keep in mind that Expanded Learning funds should be used to support enrichment for students. If staff is supporting school day make sure to set aside dedicated for them to provide this service.)

**Distance Learning :**

- Expanded Learning staff will be generally present (via Zoom) from \_\_\_am/pm to \_\_am/pm
- Expanded Learning staff will virtually support 1:1 with a student(s) \_\_\_ groups of students \_\_\_.
- Expanded Learning staff will virtually support teachers directly.
- Expanded Learning staff will lead and facilitate programming independently of the school day
- Expanded Learning staff will assist with specific subjects.

**List subjects below:**

EBAYC will meet with school leadership throughout the summer and beginning of the school year to assess the needs of the students with regard to the possibility of continued virtual learning. In the event OUSD maintains distance learning, EBAYC will provide virtual 1:1 or small group academic support to students. EBAYC will provide push-in school day support, if staff's schedules permit. Additionally, EBAYC will implement SEL curriculum and enrichment activities as well as wellness check-ins. When necessary, EBAYC will deliver materials to students for enrichment and encourage youth participation through incentives and virtual family events.

**Please briefly describe how the program will support distance learning:**

EBAYC will meet with school leadership throughout the summer and beginning of the school year to assess the needs of the students with regard to the possibility of continued virtual learning. In the event OUSD maintains distance learning, EBAYC will provide virtual 1:1 or small group academic support to students. EBAYC will provide push-in school day support, if staff's schedules permit. Additionally, EBAYC will implement SEL curriculum and enrichment activities as well as wellness check-ins. When necessary, EBAYC will deliver materials to students for enrichment and encourage youth participation through incentives and virtual family events.

**In-person Modified by State and County Health Guidelines:**

- Expanded Learning staff are in person with a small cohort, based on county POD guidelines
- Expanded Learning staff will provide programming for 3 hours after the school day ends.
- Expanded Learning staff will provide distance learning support for student or 1:1 tutoring Expanded Learning staff will support in-person students daily
- Expanded Learning staff will virtually support students on days when all students are virtual

**Please briefly describe how the program will support distance learning:**

EBAYC will meet with school leadership throughout the summer and beginning of the school year to assess the needs of the students with regard to the possibility of continued virtual learning. EBAYC will provide in-person programming at 1:20 staff to student ratio if OUSD resumes in-person instructions for all students daily, reflecting pre-pandemic instructions; or EBAYC will provide programming in-person at 1:10 staff to student ratio if OUSD resumes in-person instructions for students with assigned days. In-person programming offering would be independent of school day instructions and commence upon school-day dismissal at 3pm.

**SECTION 3. PARTNERSHIP & COMMUNICATION ASSURANCE**

How will the site operationalize communication between the lead agency staff and school faculty? Are there existing spaces that the coordinator or instructors should be invited into to improve alignment between the school faculty and expanded learning staff?

- PBIS
- Staff Meetings
- Grade level Collaboration
- COST

**If a shift happens how do you collaboratively transition from fully remote learning to in-person learning modified? (i.e. Keep in mind impact, staff readiness, budget, space, and county/state guidelines.) What are the steps/considerations for the transition?**

EBAYC continues to provide information where staff may get vaccination information and how to secure a vaccination appointment. Additionally, EBAYC will meet with staff to inquire schedule flexibility. In the event instructions resume in-person and health risks (e.g. variants, underlying health concerns, etc.) EBAYC will partner with OUSD and school to make PPE available and reduce the number of staff to student ratios (reduce number of youth serve) and compensate staff with an additional hazard pay.

# EBAYC After School Program @ Bella Vista Elementary

## 2021-2022 Enrollment Timeline

	Timeline	After School Enrollment Steps/Process
1	April - July 2021*	Program enrollment announcement
2	May TBD*	Parent meetings begin/Release of applications
3	May - August 2021	Window for applications to be accepted
4	May - August TBD*	Families notified of program enrollment
5	May - August 2021	Families confirm acceptance and submit intake package
6	August - September 30, 2021	New school year enrollment for remaining slots
7	August TBD**	First day of program
8	August TBD*	Program orientation for parents/guardians
9	9/30/2021	Remaining program slots filled *except slots for transitional students (homeless, foster, newcomers)
10	September - May 2022	Waitlist maintained

- Contingent on OUSD 2021-2022 school year calendar and plan.
- \* Upon first day of OUSD 2021-2022 school year.

Bella Vista Elementary School 2020-2021 Bell Schedule						
	TK/K	1st Grade	2nd Grade	3rd Grade	4th Grade	5th Grade
School Starts/Breakfast in the Classroom	12/30/1899 08:30	12/30/1899 08:30	12/30/1899 08:30	12/30/1899 08:30	12/30/1899 08:30	12/30/1899 08:30
Instruction	8:30 - 9:45	8:30 - 10:05	8:30 - 10:05	8:30 - 10:25	8:30 - 10:25	8:30 - 10:25
Recess	9:45 - 10:00	10:05 - 10:20	10:05 - 10:20	10:25 - 10:40	10:25 - 10:40	10:25 - 10:40
Instruction	10:00 - 11:00	10:20 - 11:25	10:20 - 11:40	10:40 - 11:55	10:40 - 12:10	10:40 - 12:25
Lunch	11:00 - 11:25	11:25 - 11:50	11:40 - 12:05	11:55 - 12:20	12:10 - 12:35	12:25 - 12:50
Lunch Recess	11:25 - 11:40	11:50 - 12:05	12:05 - 12:20	12:20 - 12:35	12:35 - 12:50	12:50 - 1:05
Instruction	11:40 - 1:25	12:05 - 1:45	12:20 - 1:45	12:35 - 2:45	12:50 - 2:45	1:05 - 2:45
Recess	1:25 - 1:40	1:45 - 1:55	1:45 - 1:55	XXXXXXX	XXXXXXX	XXXXXXX
Instruction	1:40 - 2:35	1:55 - 2:40	1:55 - 2:40	12:35 - 2:45	12:50 - 2:45	1:05 - 2:45
Regular Dismissal	12/30/1899 02:35	12/30/1899 02:40	12/30/1899 02:40	12/30/1899 02:45	12/30/1899 02:45	12/30/1899 02:45
Wednesday Dismissal	12/30/1899 01:20	12/30/1899 01:25	12/30/1899 01:25	12/30/1899 01:30	12/30/1899 01:30	12/30/1899 01:30

Please be advised that students are NOT allowed on campus before 8:15AM. Additionally, students must be picked up on time every day. If your child is attending an after school program, it is your responsibility to be informed as to the program's location and schedule.

**\*WE DO NOT HAVE THE STAFF TO SUPERVISE STUDENTS BEFORE 8:15AM OR AFTER 2:45PM\***





# PARENT PERMISSION AND RELEASE AND STUDENT INFORMATION

OAKLAND UNIFIED SCHOOL DISTRICT  
ASES and/or 21st CENTURY ELEMENTARY & MIDDLE SCHOOL AFTER-SCHOOL PROGRAMS

I give my child permission to participate in the 2021-2022 \_\_\_\_\_ After-School Program.

Name of School: \_\_\_\_\_

Student's Name \_\_\_\_\_ Grade \_\_\_\_\_ Date of Birth \_\_\_\_\_

Parent/Guardian Name (Please print) \_\_\_\_\_ Signature \_\_\_\_\_ Today's Date \_\_\_\_\_

Home Address \_\_\_\_\_ City \_\_\_\_\_ Zip \_\_\_\_\_

Home Phone \_\_\_\_\_ Work Phone \_\_\_\_\_ Cell Phone \_\_\_\_\_

## EMERGENCY CONTACT INFORMATION

In case of emergency, please contact:

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

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

Does your child have health coverage? \_\_\_\_\_ Yes \_\_\_\_\_ No

Name of Medical Insurance \_\_\_\_\_ Policy/ Insurance # \_\_\_\_\_ Primary Insured's Name \_\_\_\_\_

Email \_\_\_\_\_ Email \_\_\_\_\_

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 \_\_\_\_\_

### 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 participation in the After-School program.



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

\_\_\_\_\_  
Date

### AFTER-SCHOOLPROGRAM ATTENDANCE POLICIES

I understand that my child is expected to participate fully in the After-School program:

- ❖ **Elementary School** students are expected to participate in the After-School program **every day until 6pm, for a total of 15 hours per week.**
- ❖ **Middle School** students who participate in the After-School program **at least 3 days per week until 6pm, for a minimum total of 9 hours per week** will be given priority for enrollment.

I understand that eligible students who are able to fulfill these attendance requirements have priority for enrollment and that if my child cannot fully participate, my child may lose his/her spot in the program.

I understand that my child (in 2<sup>nd</sup> grade or higher) must sign in to program daily and my child (applicable to high school students) or his/her parent/guardian must sign out of program daily.

### 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 unless parent/guardian has completed and returned a Waiver of Pick Up Policy:



\_\_\_\_\_  
Parent/Guardian 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 at the end of stated program closure. If students are not picked up by the end of program, After-School Program staff may be required to contact Child Protective Services 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**

For the 2021-2022 school year, I give consent to Oakland Unified School District to disclose to After-School Program Staff my child’s confidential academic data (test scores, report cards, attendance, and other performance indices), and input my child’s data into the database created for afterschool programs for the sole purpose of providing targeted support and academic instruction and assessing the academic effectiveness of the After-School Program. I also give permission for After-School Program staff to monitor my student’s progress and to request my child to voluntarily participate in evaluation surveys for the purpose of determining program effectiveness. I understand that consent to disclose information and evaluate programs is not a requirement to participate in the after-school program and that I can withdraw this consent at any time by notifying the After-School Program and the OUSD After-School Programs office in writing.



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

\_\_\_\_\_  
Date

**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

\_\_\_\_\_  
Date

**SPECIAL NOTE REGARDING PROGRAM FEES**

Some After-School Programs may charge fees on a sliding scale in order to serve more students and provide more services. Programs that charge family fees will waive or reduce the cost of these fees for students who are eligible for free or reduced-priced meals. Programs cannot charge a fee if the child is a homeless youth, as defined by the federal McKinney-Vento Homeless Assistance Act (42 U.S.C. Sec.1143a), newcomers (refugee, asylee, and unaccompanied minor), or if the child is in foster care. **No eligible student will be denied enrollment due to a family’s inability to pay program fees.**

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

- ❖ **Elementary School** students are expected to participate in the After-School program every day until 6pm, for a total of 15 hours per week.
- ❖ **Middle School** students who to participate in the After-School program at least 3 days per week until 6pm, for a minimum total of 9 hours will be given priority.

Eligible students who are able to fulfill these attendance requirements daily have priority for enrollment.

Based on the OUSD Early Release Policy, families can request Early Release of their child from the After-School Program for any of the following reasons:

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

School Site: \_\_\_\_\_

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

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

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

I request early release of my child from the After-School Program at \_\_\_\_\_ o'clock p.m.  
(Please check reason)

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

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 arising from my child's early release from the After-School Program.



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

\_\_\_\_\_  
Date

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

**FOR STUDENTS AGES 12 AND OLDER ONLY**

School Site: \_\_\_\_\_

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

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

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

If I arrive, later than the dismissal time or am unable to pick up my child at the end of the After-School Program:

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

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 arising from the release of my child without supervision if I arrive later than dismissal time or am unable to pick up my child at the end of the After-School Program day.



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

\_\_\_\_\_  
Date

## After-School Programs, 2021-2022

AFTER-SCHOOLPROGRAM NAME: \_\_\_\_\_

SCHOOL SITE: \_\_\_\_\_

### STUDENT HEALTH FORM

#### STUDENT INFORMATION

Student's Name \_\_\_\_\_ Date of Birth \_\_\_\_\_

Grade in 2021-22 \_\_\_\_\_ Language spoken in the home \_\_\_\_\_

#### PARENT/GUARDIAN INFORMATION

Parent/Guardian Name (First, Last) \_\_\_\_\_

Student's Home Address \_\_\_\_\_

Phone (home) \_\_\_\_\_

Parent/Guardian Cell # \_\_\_\_\_ Parent/Guardian Work # \_\_\_\_\_

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

#### EMERGENCY

In case of emergency, please contact:

Name: \_\_\_\_\_ Relationship to student: \_\_\_\_\_

Phone Number: \_\_\_\_\_

#### HEALTH

Please check if your child has any of these Health Conditions and requires management after school:

HEALTH CONDITION	MEDICATION
<input type="checkbox"/> Severe Allergy to: _____	<input type="checkbox"/> Student has EpiPen® at school
<input type="checkbox"/> Asthma	<input type="checkbox"/> Student has inhaler at school
<input type="checkbox"/> Diabetes	<input type="checkbox"/> Student has medication at school
<input type="checkbox"/> Seizures	<input type="checkbox"/> Student has medication at school
<input type="checkbox"/> Sickle Cell Anemia	<input type="checkbox"/> Student has medication at school
<input type="checkbox"/> Cystic Fibrosis	<input type="checkbox"/> Student has medication at school
<input type="checkbox"/> Other conditions: _____	<input type="checkbox"/> Student has medication at school

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

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

Medications needed during the school day: \_\_\_\_\_

Medications needed After-School hours: \_\_\_\_\_

## **SPECIAL INSTRUCTIONS**

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

See your School Nurse/Health Services for more information.

## **AUTHORIZATION TO TREAT MINOR**

I give permission for the After-School Program staff to administer medication that my child may require during the After-School Program.

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.

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

Print Name: \_\_\_\_\_

Does your child have vision problems? \_\_\_\_\_

Have you ever been notified that your child has difficulty seeing? \_\_\_\_\_

Is your child supposed to wear glasses? \_\_\_\_\_

*Please return this form immediately to the After-School Program. Thank you!*



Exhibit E

EAST BAY REGIONAL PARK DISTRICT

WAIVER AND RELEASE OF LIABILITY AND INDEMNITY AGREEMENT

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

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

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

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

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

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

Participant Name \_\_\_\_\_  
(Print)

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

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

Exhibit E (1)  
Middle School Sports Release of Liability and Assumption of Risk

**OAKLAND UNIFIED SCHOOL DISTRICT AND \_\_\_\_\_**  
**20\_\_-20\_\_ MIDDLE SCHOOL SPORTS LEAGUE ACTIVITIES**

**RELEASE OF LIABILITY AND ASSUMPTION OF RISK**

In exchange for being permitted to participate or have my child/ward participate in activities and use equipment and facilities, I agree to release, indemnify and discharge Oakland Unified School District ("OUSD"), \_\_\_\_\_, and their respective agents, directors and employees on behalf of myself, my spouse/domestic partner, children, heirs, assigns, and estate as described below.

1. I am familiar with the Middle School Sports League Activities and facility rules and agree that I and my child will follow them. I understand that the recreational activities or use of the facilities or equipment carries inherent risks which cannot be eliminated regardless of the presence of coaches or other care taken to avoid injury. I understand that, in the event that a Middle School Sports League school site is closed for any emergency reason (including but not limited to reasons related to COVID-19), the Middle School Sports League shall provide physical programming remotely, rather than in-person at the school site, and that this remote physical activity likewise carries inherent risks. I understand that OUSD and \_\_\_\_\_ are not responsible for loss, damage, illness, or injury, or death, to person or property as a result of use of the facilities or equipment or participation in the Middle School Sports League activities (including remote physical activity) offered after school and on designated weekend days as scheduled.
2. As parent/guardian, I certify that my child is physically fit and medically able to participate in the Middle School Sports League activities and that parent/guardians have not been advised otherwise by a qualified medical person. I authorize OUSD, \_\_\_\_\_, or Middle School Sports League staff to furnish and/or obtain emergency medical treatment which may be necessary for me or my child during Middle School Sports League activities. Participant and/or parent/guardian agree to pay all costs associated with medical care and transportation for the participant as provided by law.
3. As parent/guardian, I have reviewed the schedule(s) for Middle School Sports League activities and understand that weather permitting the Middle School Sports League activities generally run after school and on designated weekend days of each month as scheduled. Parent/Guardians understand that they are responsible for transporting their child/children and picking up their children promptly at the end of the program and that there is no OUSD or \_\_\_\_\_ supervision for children after the Middle School Sports League program ends.
4. I agree as an adult participant, or the Parent/Guardian of a minor participant, to grant the right and permission to photograph and/or record me or my child/ward in connection with Middle School Sports League and to use the photograph and/or recording for all purposes.

By signing this document (Release of Liability and Assumption of Risk), I understand that if anyone is hurt or property damaged in connection with Middle School Sports League activities (including remote physical activity), I may be found to have waived my or my child/ward's right to maintain a lawsuit against OUSD, \_\_\_\_\_, or their respective agents, directors, and employees and I am voluntarily choosing to participate.

**SIGNATURE \_\_\_\_\_**  
**(Participant or Parent/Legal Guardian if under age of 18)**

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

\_\_\_\_\_  
**Participant Name (print)**

\_\_\_\_\_  
**Grade**

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

**School**

**OAKLAND UNIFIED SCHOOL DISTRICT AND \_\_\_\_\_  
20\_\_-20\_\_ MIDDLE SCHOOL SPORTS LEAGUE ACTIVITIES**

Participant Name (print) \_\_\_\_\_ Grade \_\_\_\_\_ Date of Birth \_\_\_\_\_

School \_\_\_\_\_

Home Address \_\_\_\_\_ City \_\_\_\_\_ Zip \_\_\_\_\_

Home Phone \_\_\_\_\_ Work Phone \_\_\_\_\_ Cell Phone \_\_\_\_\_ Email Address \_\_\_\_\_

In case of emergency please contact:

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

**If the Participant Is A Minor (under age 18):**

Print name of Parent or Legal Guardian of Minor \_\_\_\_\_

Home Address \_\_\_\_\_ City \_\_\_\_\_ Zip \_\_\_\_\_

Home Phone \_\_\_\_\_ Work Phone \_\_\_\_\_ Cell Phone \_\_\_\_\_ Email Address \_\_\_\_\_

**SIGNATURE \_\_\_\_\_  
(Participant or Parent/Legal Guardian if under age of 18)**

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

**Student Participant Health Conditions**

- Severe Allergy to: \_\_\_\_\_  Student has an Epi-pen at school
- Asthma  Student has an inhaler at school
- Diabetes  Student has medication at school
- Seizures  Student has medication at school
- Sickle Cell Anemia  Student has medication at school
- Other condition(s): \_\_\_\_\_  Student has medication at school

Medications needed during the school day: \_\_\_\_\_

Medications needed after school hours: \_\_\_\_\_

Special Instructions: \_\_\_\_\_

All students with asthma, diabetes, and severe allergies should have emergency medication available to school staff in the event of an asthma attack, low blood sugar, or allergic reaction along with a Severe Allergy/Asthma Action plan signed by you and your doctor. See your School Nurse/Health Services for more information.

Health Insurance Plan Name: \_\_\_\_\_ Subscriber/Policy No. \_\_\_\_\_  
**(COMPLETE INFORMATION ON BOTH SIDES)**



**INVOICING AND STAFF QUALIFICATIONS FORM  
 2021-2022**

**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 and copies must be upload to the Google Folder.
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 will be maintained in Lead Agency files and a copy must be submitted to OUSD.

**Agency Information**

Agency Name		Agency's Contact Person	
Billing Period		Contact Phone #	

Employee, Agent, or Subcontractor Name	ATI #	Current TB Clearance Documentation on File	IA Requirement Documentation on File
		<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 2021-2022**

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

- ◆ All 21<sup>st</sup> Century and/or ASES invoices must be submitted to the OUSD After School Programs Office in order to be processed and paid. We are located at 1000 Broadway, Suite 150.
- ◆ All invoices must be generated on your organization’s letterhead. This applies to both agency and individual contractors.
- ◆ To maintain invoicing consistency so that all necessary information is included, please use the attached invoicing format. Simply cut and paste the format onto your organization’s letterhead. Please utilize the sample invoice as a guide. All of the information in the top section of the invoice template **MUST** be completed in order to process for payment. Also, in the body of the template, a detailed breakdown of charges must be provided, including number of hours worked and hourly rate. **Failure to fully complete an invoice according to these specifications may result in a delay of payment.**
- ◆ All invoices should cover only one calendar month, i.e. the 1<sup>st</sup> through the 30<sup>th</sup> or 31<sup>st</sup>.
- ◆ Contractor, Agency, Site Coordinator, and Principal signatures must be secured prior to submission of invoices to the After School Programs Office. All of these signatures must be originals.
- ◆ Invoices for the month are generally due in the After School Programs Office by 5:00 p.m. on the 10<sup>th</sup> of the following month. This is not a steadfast rule; for example, the invoice for November 1-30<sup>th</sup> is due in our office on the 9<sup>th</sup> of December (the 10<sup>th</sup> is a Saturday). **Invoices that are submitted after the due dates listed below will be processed the following monthly invoicing period.**

The tentative schedule for OUSD payments is anticipated as follows:

<b>Invoices due to our office by 5:00 pm on:</b>	<b>Accounts Payable checks to be mailed on:</b>
August 10, 2021	August 25, 2021
September 10, 2021	September 22, 2021
October 11, 2021	October 23, 2021
November 10, 2021	November 20, 2021
December 10, 2021	December 21, 2021
January 10, 2022	January 25, 2022
February 10, 2022	February 26, 2022
March 10, 2022	March 23, 2022
April 11, 2022	April 30, 2022
May 10, 2022	May 28, 2022
June 10, 2022 for May invoices	June 25, 2022
June 15, 2022 for Final Billing	TBD

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

## PROCEDURES for PAID INSERVICE/EXTENDED CONTRACTS and TIME SHEETS OUSD CERTIFICATED TEACHERS 2021-2022

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

Paying OUSD Certificated Employees (Teachers)

- ◆ Academic Liaisons and Extended Contract teachers should submit a “Request for Extended Contract” IN ADVANCE to approve all projected work to be completed, using appropriate Budget string (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 until timesheets are submitted to our office.**
- ◆ Have Employee 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 OUSD After School Programs Office — All 21<sup>st</sup> Century and/or ASES Extended Contracts and Time Sheets must be submitted to the OUSD After School Programs Office in order to be processed and paid. We are located at 1000 Broadway, Suite 150.
- ◆ **Union Contract rate for teachers on extended contracts is \$38.50/hr.**
- ◆
- ◆ Once the Request for Extended Contract has been submitted and approved, only timesheets are required to be submitted for subsequent payments.

Extended Contract Timesheets Due to After School Programs Office on the following anticipated dates:	OUSD Anticipated Payroll Issue Dates ***Please note: Allow 45 days processing time for the first submission. Future submissions take approximately 5 weeks .***
September 30, 2021	October 31, 2021
October 31, 2021	November 30, 2021
November 30, 2021	December 22, 2021
December 22, 2021	January 31, 2022
January 31, 2022	February 28, 2022
February 28, 2022	March 31, 2022
March 31, 2022	April 30, 2022
April 30, 2022	May 31, 2022
May 31, 2022	June 30, 2022

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



**Exhibit G (3)**  
**PROCEDURES for EXTENDED TIME and/or OVERTIME FORMS (ET/OT)**  
**for OUSD CLASSIFIED EMPLOYEES 2021-2022**

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

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

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

<b>ET/OT Forms Due to After School Programs Office on the following anticipated dates:</b>	<b>OUSD Anticipated Payroll Issue Dates</b>
September 15, 2021	September 29, 2021
September 29, 2021	October 12, 2021
October 12, 2021	October 29, 2021
October 29, 2021	November 15, 2021
November 15, 2021	November 30, 2021
November 30, 2021	December 15, 2021
December 15, 2021	December 29, 2021
December 22, 2021	January 12, 2022
January 12, 2022	January 31, 2022
January 31, 2022	February 15, 2022
February 15, 2022	February 28, 2022
February 28, 2022	March 15, 2022
March 15, 2022	March 31, 2022
March 31, 2022	April 15, 2022
April 15, 2022	April 29, 2022
April 29, 2022	May 13, 2022
May 13, 2022	May 31, 2022
May 31, 2022	June 15, 2022
June 15, 2022	June 29, 2022

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

Exhibit H

**INSERT HERE**

# Ebayc Certificate of Insurance



EASTBAY-11

SGONZALEZ

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
5/19/2020

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

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

PRODUCER License # 0757776 HUB International Insurance Services Inc. 2300 Clayton Rd Concord, CA 94520	CONTACT Rocky Stein NAME: PHONE (AC, No, Ext): (925) 415-5152 FAX (AC, No): (951) 231-2572 E-MAIL ADDRESS: cal.cpu@hubinternational.com
INSURER(S) AFFORDING COVERAGE	
INSURER A: Nonprofits' Insurance Alliance of California, Inc	NAIC # 01184
INSURER B: Oak River Insurance Company	34630
INSURER C: Scottsdale Indemnity Company	15580
INSURER D:	
INSURER E:	
INSURER F:	

INSURED: East Bay Asian Youth Center  
2025 E 12th St  
Oakland, CA 94606

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR	TYPE OF INSURANCE	ADDITIONAL	POLICY NUMBER	POLICY EFF	POLICY EXP	LIMITS
LTZR		INSR. W/VD.		(MM/DD/YYYY)	(MM/DD/YYYY)	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:		202055188	6/1/2020	6/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA occurrence) \$ 500,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		202055188	6/1/2020	6/1/2021	COMBINED SINGLE LIMIT (EA ACCIDENT) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED. RETENTION \$		202055188-UMB	6/1/2020	6/1/2021	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	EAWC114576	6/1/2020	6/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Directors & Officers		EK13328837	5/14/2020	5/14/2021	Ret: 0 Each Claim \$ 1,000,000
C	Employment Practices		EK13328837	5/14/2020	5/14/2021	Retention \$7,500 \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 NONPROFITS INSURANCE ALLIANCE OF CALIFORNIA  
 Policy Number: 2020-55188 | Effective Dates: 06/01/2020 - 06/01/2021  
 Sexual Abuse or Molestation - \$1,000,000 Each Claim / \$2,000,000 Aggregate  
 INSURER: Nonprofits' Insurance Alliance of California, Inc.  
 Policy Number: 2020-55188PROP | Effective Dates: 06/01/2020 - 06/01/2021 - Limit: \$5,000 - Deductible: \$500  
 SEE ATTACHED ACORD 101

<b>CERTIFICATE HOLDER</b>  Oakland Unified School District 1000 Boradway, Suite 440 Oakland, CA 94607	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
---	--



AGENCY CUSTOMER ID: EASTBAY-11

SGONZALEZ

LOC #: 1

### ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY HUB International Insurance Services Inc.	License # 0757776	NAMED INSURED East Bay Asian Youth Center 2025 E 12th St Oakland, CA 94606
POLICY NUMBER SEE PAGE 1		
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS  
THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:  
Oakland Unified School District Supervisors, the individual members thereof, and all officers, agents, employees and volunteers are  
Additional Insured with regard to General Liability, when required, by written contract, per the attached endorsement CG2026 04/13.

POLICY NUMBER: 2020-55188  
Named Insured: East Bay Asian Youth Center

COMMERCIAL GENERAL LIABILITY  
CG 20 26 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED  
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.

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

- A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
1. In the performance of your ongoing operations; or
  2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

Exhibit I

Statement of Qualifications

**INSERT HERE**



## East Bay Asian Youth Center

### Statement of Qualification

EBAYC is a 501(c)3 non-profit youth development organization dedicated to supporting young people to be safe, smart, and socially responsible. Our work is intentionally focused on helping young people develop the relationships, knowledge, skills, values, and aspirations they need to succeed in life. Our work with young people is long-term commitment. We provide young people a neighborhood-based continuum of supports and opportunities from elementary school through young adulthood.

EBAYC served over 3,000 youth each year through our Expanded Learning programs and intensive case management services. EBAYC program strategies resulted in higher school attendance rate and lower school suspension rate. Over the course of four decades, EBAYC consistently demonstrates high standards of program quality and performance as indicated by city, county, and school district evaluation.

#### Our Vision

EBAYC envisions young people growing to be life-long builder of a just and compassionate multi-cultural society.

#### Our Mission

EBAYC builds supportive relationships with young people to empower them to be safe, smart, and socially responsible.

#### Our Theory of Change

If EBAYC provides intensive support to hard-to-reach young people most impacted by poverty, violence, and trauma; organizes families to increase public investments to improve young's people's lives; transform schools into neighborhood based youth and family services centers; Then EBAYC would advance its mission.

# EBAYC DOJ&TB Letter - OUSD



April 15, 2021

Martha Peña  
Coordinator, Expanded Learning Programs  
Community Schools & Student Services  
Oakland Unified School District  
1000 Broadway  
Oakland, CA 94607

Dear Peña:

This letter describes the East Bay Asian Youth Center (EBAYC) policy for tuberculosis testing, fingerprinting and child abuse and neglect reporting.

EBAYC conducts its own background check on all employees and volunteers. EBAYC employees are not permitted to come into contact with students at any OUSD school sites until EBAYC receives their negative TB test results, fingerprint clearance and re-arrest records from the State of California - Department of Justice, and from the Federal Bureau of Investigation pursuant to Section 11105.3 of the California Penal Code and Section 15660 of the California Welfare and Institutions Code. No EBAYC employees who have been convicted of a violent or serious felony may come into contact with students. EBAYC will include the employees' ATI numbers on the invoices to OUSD, and will make available to OUSD the TB test results upon demand.

EBAYC employees fully comply with the California Child Abuse and Neglect Reporting Act guidelines to report suspicions of possible child abuse and neglect to the appropriate reporting agencies.

Sincerely,

H. Nhi Chau  
Deputy Director of Strategic Development

2025 E. 12<sup>th</sup> Street    Oakland, CA 94606    [www.ebayc.org](http://www.ebayc.org)    Tel. 510.533.1092    Fax 510.533.6825

## EXHIBIT J

### Agreement to Allow Distinct & Separate Employment by OUSD and AGENCY

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

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

this Agreement. Notwithstanding, EMPLOYEE understands and agrees personnel information may be exchanged between OUSD and AGENCY.

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

OAKLAND UNIFIED SCHOOL DISTRICT

- 
- President, Board of Education
  - Superintendent or Designee

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Secretary, Board of Education

AGENCY

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EMPLOYEE

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

**Search Term : east bay asian youth center\***  
**Record Status: Active**

<b>ENTITY</b>	<b>EAST BAY ASIAN YOUTH CENTER</b>	<b>Status: Active</b>
<b>DUNS: 867936601</b>	<b>+4:</b>	<b>CAGE Code: 4QB11 DoDAAC:</b>
<b>Expiration Date: 02/25/2022</b>	<b>Has Active Exclusion?: No</b>	<b>Debt Subject to Offset?: No</b>
<b>Address: 2025 E 12TH ST</b>		
<b>City: OAKLAND</b>	<b>State/Province: CALIFORNIA</b>	
<b>ZIP Code: 94606-4925</b>	<b>Country: UNITED STATES</b>	



## MEMORANDUM OF UNDERSTANDING ROUTING FORM 2021-2022

### Basic Directions

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

1. Contractor and OUSD Administrator reach agreement about scope of work and compensation.
2. Contractor and OUSD Administrator agreed upon terms are reflected in the Memorandum of Understanding.
3. OUSD Administrator verifies contractor does not appear on the Excluded Parties List.
4. OUSD contract originator creates the requisition on Escape.

### Agency Information

Agency Name	East Bay Asian Youth Center		Agency's Contact Person	David Kakishiba
Street Address	2025 East 12th Street		Title	Executive Director
City	oakland		Telephone	510-533-1092
State	CA	Zip Code	94606	Email
				junji@ebayc.org
OUSD Vendor Number	001474			

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
	<input checked="" type="checkbox"/>	Printout showing this vendor does not appear on the Excluded Parties List. ( <a href="http://www.sam.gov/portal/public/Sam/">www.sam.gov/portal/public/Sam/</a> )

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

Anticipated Start Date	2021-08-01	Date work will end	2022-07-31	Total Contract Amount	111269.00
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### Budget Information

Resource #	Resource Name	Budget #	Amount	Req. #
6010	ASES	010-6010-0-1110-4000-5825-102-1020-1553-0106-99999	\$ 111269.00	21/22 Funds
			\$	21/22 Funds
			\$	21/22 Funds
			\$	21/22 Funds

**OUSD Contract Originator Information**

Name of OUSD Contact	Linda Flynn	Email	linda.flynn@ousd.org		
Telephone	510-879-2102	Fax			
Site/Dept. Name	Bella Vista Elementary School	Enrollment Grades	1	through	5

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

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

OUSD Administrator verifies that this vendor does not appear on the Excluded Parties List (<https://www.sam.gov>)

Please sign under the appropriate column.		Approved	Denied – Reason	Date
1. Site Administrator		<small>DocuSigned by:</small> <i>Linda Flynn</i>		5/24/2021
2. Resource Manager		<small>DF4F27C576BB4EB</small> <small>DocuSigned by:</small> <i>Martina Pena</i>		5/24/2021
3. Network Superintendent/Deputy Chief/Exec Dir.		<small>8795480C2A764D2...</small> <small>DocuSigned by:</small> <i>Monica Thomas</i>		5/24/2021
4. Cabinet (CAO, SBO, CFO)		<small>8DCF749328A14E5</small> <small>DocuSigned by:</small> <i>Sandra Aguilera</i>		5/25/2021
5. Board of Education or Superintendent		<small>B072CB8033AD406</small>		
Procurement	Date Received			