

Board Office Use: Legislative File Info.	
File ID Number	16-1768
Introduction Date	8/24/16
Enactment Number	16-1375
Enactment Date	8/24/16 SD



Memo

To Board of Education
From Antwan Wilson, Superintendent

Board Meeting Date 8/24/16
(To be completed by Procurement)

Subject Individual Service Agreement - Master Memorandum of Understanding - Bay Area Community Resources (contractor) - 183/PLACE @Prescott Elementary School (site)

Action Requested Approval of the Individual Service Agreement to the Master Memorandum of Understanding (MMOU) between District and Bay Area Community Resources, for services to be provided primarily to 183/PLACE @Prescott Elementary School.

Background
A one paragraph explanation of why the consultant's services are needed.
The attached Individual Service Agreement is the contracting of services at the negotiated price, stated in the referenced Master MOU, approved by the Board of Education on August 10, 2016 (Enactment Number 16-1287).

Discussion
One paragraph summary of the scope of work.
Approval by the Board of Education of an Individual Service Agreement to the Master Memorandum of Understanding (MMOU) between the District and Bay Area Community Resources, San Rafael, CA, for the latter to provide its Menu Option A-Lead Agency Unit, Arts, Recreation, Leadership and Family Literary activities, as described in the Program Plan, incorporated herein by reference as though fully set forth, at PLACE @Prescott Elementary School for the period of July 1, 2016 through August 18, 2017, in an amount not to exceed \$133,809.00, pursuant to the terms and conditions as specified in the MMOU.

Recommendation Approval by the Board of Education of an Individual Service Agreement to the Master Memorandum of Understanding (MMOU) between the District and Bay Area Community Resources for the latter to provide Arts, Recreation, Leadership and Family Literary activities for the After School Program at PLACE @Prescott Elementary School for the period July 1, 2016 through August 18, 2017.

Fiscal Impact Funding Resource: 6010/After School Education and Safety (ASES) Grant in the amount of \$90,616.00 and 4124/21st CCLC Grant, Core Fund in the amount of \$43,193.00, for a total amount of \$133,809.00.

Attachments

- Individual Service Agreement
- Program Schedule and Budget
- Certificate of Insurance
- Menu of Service
- Copy of Master Memorandum of Understanding



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

Legislative File ID No. 16-1768

Department: After School Programs, PLACE @Prescott

Vendor Name: Bay Area Community Resources

Contract Term: Start Date: 7/01/2016 End Date: 8/20/2017

Annual Cost: \$ 133,809.00

Approved by: Julia Ma

Is Vendor a local Oakland business? Yes No

Why was this Vendor selected?

This organization has demonstrated experience and capacity serving in the after school lead agency role. This organization successfully met all requirements of OUSD's Lead Agency Request for Qualifications process and has been approved as a qualified lead agency partner by the OUSD Expanded Learning Office.

Summarize the services this Vendor will be providing.

This organization will provide comprehensive after school services for Oakland students, following the requirements set forth by OUSD and by the California Department of Education's ASES and/or 21st Century Community Learning Center grant programs. Daily after school services will include academic support, enrichment, and physical activity for students, as well as family engagement activities. This organization will work in close partnership with the host school site to align after school programming with the goals and priorities of the school's SPSA. This organization will also work in close partnership with the OUSD Expanded Learning Office to ensure the program meets attendance targets, fulfills compliance requirements, and achieves youth development quality standards.

Was this contract competitively bid? Yes No

If No, answer the following:

1) How did you determine the price is competitive?

The California Department of Education allocates site-specific after school grant funding to OUSD schools. The lead agency partner works in collaboration with the school site administrator to complete an after school budget plan specifying the requested after school services and agreed upon cost of services. The final contract amount for the agency is approved by the school site administrator and by the OUSD Expanded Learning Office, once budget plans are approved for compliance and program plans meet CDE requirements. The lead agency leverages additional funding and in-kind resources to augment the contracted amount from OUSD to support high quality program implementation.

This contract amount for services at this school is consistent with the cost of after school services at comparable schools with other comparable lead agency partners. This contract amount falls within the list of anticipated 2016-17 contracts submitted by this agency for its Master MOU.

2) Please check the competitive bid exception relied upon:

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

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OAKLAND UNIFIED SCHOOL DISTRICT

INDIVIDUAL SERVICE AGREEMENT (ISA) 2016-2017

MASTER MOU INFORMATION			
VENDOR NAME	Bay Area Community Resources		
VENDOR #	1001628	ENACTMENT #	
SITE / DEPT NAME	PLACE @ Prescott Elementary	SITE #	183
OUSD STAFF CONTACT - EMAILS ABOUT THIS CONTRACT SHOULD BE SENT TO:		Renee.McMearn@ousd.org	

ORDER MENU OF SERVICES (EXHIBIT A OF MASTER MOU) – SELECT DESIRED SERVICE				
SERVICE AND UNIT OF SERVICE (SEE EXHIBIT A OF MASTER MOU FOR A FULL DESCRIPTION OF SCOPE OF WORK AND MENU OF SERVICES)	GRADE LEVEL(S) SERVED	RATE PER UNIT	DESIRED UNITS	AMOUNT (DESIRED UNITS TIMES RATE PER UNIT)
A-Lead Agency Unit for Elementary School	K-5	\$ 96,576.00	1.39	\$ 133,809.00
		\$		\$
		\$		\$
TOTAL AMOUNT				\$ 133,809.00
IF FEE DOES NOT EQUAL RATE PER UNIT MULTIPLIED BY DESIRED UNITS, EXPLAIN REASON FOR ALTERED RATE:				

BUDGET INFORMATION					
REQUISITION NUMBER	R0170371	START DATE	07/01/2016	END DATE	08/18/2017
RESOURCE #	RESOURCE NAME	ORG KEY		AMOUNT	
6010	ASES	1831553401-5825		\$ 90,616.00	
4124	21st CCLC Core	1831871401-5825		\$ 43,193.00	
				\$ 0.00	

This Individual Services Agreement is a contract for services. Its execution by an authorized OUSD agent, commits OUSD to pay for services provided by this VENDOR under the terms and conditions of the Master MOU referenced and incorporated herewith.

VENDOR	NAME	Martin Weinstein	TITLE	CEO
SIGNATURE			DATE	6/30/16
OUSD SITE ADMINISTRATOR	NAME	Enomwoyi Booker	TITLE	Principal
SIGNATURE			DATE	06/28/2016

APPROVAL			
<input type="checkbox"/> IF USING FUNDS REVIEWED BY STATE AND FEDERAL PROGRAMS OR Quality Community School Development SPSA ACTION ITEM NUMBER: _____ OR, <input type="checkbox"/> SPSA MODIFICATION DOCUMENTATION ATTACHED			
RESOURCE MANAGER, if using funds managed by: <input type="checkbox"/> State and Federal <input type="checkbox"/> Quality Community School Development <input checked="" type="checkbox"/> After School Programs			
SIGNATURE		DATE	7/5/16
SIGNATURE		DATE	
NETWORK / EXECUTIVE OFFICER or DEPUTY CHIEF			
SIGNATURE		DATE	7/7/16
PRESIDENT AND THE SECRETARY OF THE BOARD OF EDUCATION			
SIGNATURE		DATE	8/25/16
SIGNATURE		DATE	8/25/16

OUSD After School Programs
ASES and 21st Century Community Learning Center (21st CCLC) After School Program Plan
Elementary & Middle Schools
2016 – 2017

SECTION 1: School Site Information

School Site: PLACE @ Prescott

Lead Agency: Bay Area Community Resources

Principal Signature:

Lead Agency Signature:

After School Site Coordinator Name (if known at this time):
 Derrick Lomax

Date:
 April 18th, 2016

SECTION 2: Alignment with Site Plan (SPSA), Major Improvement Priorities

In collaboration with school leadership, identify the school's Major Improvement Priorities where this after school program is identified for its high leverage practices.

Balanced Literacy and Literacy Across the Curriculum
Science, Technology, Engineering, Arts and Mathematics (STEAM)
Extended Learning Time
School Culture (including Meaningful Student Engagement)
Health, Wellness and Fitness
Interrupting Chronic Absence (Attendance)
Building Capacity and Leadership
Family and Student Engagement

LCAP Strategic Priorities

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

- College & Career Readiness (LCAP Goal 1)
 Literacy (Proficiency on Standards, Grade Level Reading, English Learners Reading Fluency-LCAP Goals 2, 3, 4)
 Mathematics/STEM Proficiency (Proficiency on State Standards—LCAP Goal 2)
 Student Engagement (LCAP Goal 5)
 Parent/Family Engagement (LCAP Goal 6)
 Safe, Healthy & Supportive Schools (LCAP Goal 7)

**State 3 – 4 primary goals of the After School Program and intended impacts for participating students.
Describe how these after school goals align with the school’s Major Improvement Goals and Strategies identified in its SPSA plan.**

Continue our focus on Literacy through a strong partnership with the school day instructors. Our intervention was provided by a strong team of OUSD staff this year and we plan to continue our academic intervention in the 2016-2017 school year. We will look for additional support in literacy development as we strive for best practices in developing students’ ability to be literate. Our goal will be to support student growth in literacy and coordinate with the school day to further student development in the area of literacy.

We will increase our focus on the performing arts and other creative forms of expression. Using Prescott Circus Theater as a core class that we offer, our 2016-17 school year will see unit based art classes and other performance based and skill building classes such as cheerleading and spoken word classes.

Continue our focus on health and wellness through intentional, well organized activities. Our healthy living/nutrition class has been successful and we anticipate it will continue to grow. We continue to introduce and increase students’ awareness along with strategies to apply in living a healthy life and the importance of making healthy choices.

Continue to provide engaging family showcases/parent involvement activities. These rapidly growing events have been successful in the past school years and will be strengthened with more West Oakland community collaboration next year.

SECTION 3: OUSD Strategic Questions

Complete the matrix for *at least two* of the following four OUSD Strategic questions.

Strategic Questions/Desired Outcomes	Strategic Activities	Outcomes of Strategic Activities	Data used to assess the strategic activities
<i>As a result of our ASP efforts...</i>	<i>What after school strategic activities will support the desired outcomes?</i>	<i>What short-term outcomes will you expect from your efforts by the end of the school year?</i>	<i>What data will be collected to measure these outcomes?</i>
High School Graduation: How many more Oakland children are graduating from high school?			
Satisfactory School Day Attendance: How many more Oakland children are attending school 95% or more?	Our program provides recognition and awards for good attendance and helps to promote good attendance behavior by communicating with parents	Satisfactory attendance will be supported through our reinforcement of good attendance behaviors. All participants’ families are	School day will share attendance data with after school and this data will be compared to note any possible patterns of

	regularly. We intervene when a student is showing poor attendance taking corrective action. Also, our staff supports school day efforts by communicating with ASP families whose children are at risk of becoming chronically absent.	required to attend our information night which informs families about attendance policies and reinforces the importance of good attendance in both ASP and school day. Intervention will be provided for students who show patterns of chronic absenteeism through direct communication with our staff.	attendance behavior.
Job Skills/Career readiness: How many more students have meaningful internships and/or paying jobs?			
Health and Well-being: How many more Oakland children have access to, and use, the health services they need?	Activities such as healthy living, nutrition and sports have been a strong aspect of our program in past school years. Students enjoy these activities and health/wellness is discussed and opportunities to engage in hands-on activities.	We are working closely with school day to continue to provide as much healthy food as possible, healthy cooking demonstrations, workshops for parents on nutrition and plenty of opportunities for physical activity. We will continue to run health and wellness activities that have been successful in the past.	Focus groups are typically done at the end of the school year for data in this area.

SECTION 4: Program Model and Lead Agency Selection

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

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

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

Blended/Hybrid: *combination of some extended day and some traditional after school programming*

Description and Rationale for Selection of Lead Agency

Describe how the selected Lead Agency partner will support the school's plans for Full Service Community School development.

Bay Area Community Resources (BACR) is a 501(c) (3) non-profit agency, founded in 1976, that delivers youth and family services in seven Bay Area counties. The BACR philosophy about after school programs extends far beyond keeping children safe. We believe in providing a nurturing and enjoyable environment where students can improve their academic and life skills. We believe in integrating the principles and practices of youth development into all activities. Just as important, we see the schools, students, and parents as our think partners, and we believe it is our responsibility to understand and meet their needs.

This approach to after school programs is consistent with the BACR mission of serving youth and families, fostering volunteerism, and building community. As a large diverse community agency, BACR has the organizational capacity and infrastructure to maintain high quality after school programming while expanding our services. Our ASPs are designed and staffed to be accessible and effective for children and youth who struggle due to poverty, academic and social-emotional challenges, and other life circumstances. Further, we use all activities to promote the development of communication, problem solving, peaceful conflict resolution, leadership, and other pro-social skills. We partner with other community organizations that help to round out the array of needed services identified by the schools, young people, families and communities we serve.

SECTION 5: Attendance, Program Dates, Minimum Days, and Program Schedule

In order to remain in compliance and meet minimum funding requirements, the after school program must commence immediately upon the conclusion of the regular day and operate at least until 6pm *on every regular school day* for elementary and middle schools. (EC 8483) High school programs are required to operate a minimum of 15 hours per week.

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

Required # of Program Days your program will operate during School Year 2016-2017 (programs are required to operate between 177 – 180 days of the school year)	180
Projected Daily Attendance during School Year 2016-2017	132
Programs are allowed up to three days of program closure during the school year to offer staff professional development. Please list the three days (if any) your program plans to close this year for PD.	October PD day and the last two days of school

Minimum Days

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

number of minimum days exceeds the typical OUSD schedule of one minimum day per week for the school year.

Projected Number of Minimum Days for School Year 2016-2017

48

Describe funding plan to operate program on minimum days, including additional school resources (if any), to support full program implementation on all minimum days:

We have allocated enough hours for staff to reflect the projected amount of minimum days.

SECTION 6: Program Schedule

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

Important Notes: The after school schedule must commence immediately the minute the school day bell schedule ends on all program days. Before submitting, compare the school bell schedule with the after school schedule to ensure that the times are aligned. (i.e. If the school bell schedule ends at 2:55 pm, then the after school schedule must begin at 2:55 pm. The same is true on minimum days.)

Additionally, programs must operate at least until 6pm daily AND must operate at least 3 hours per day. (i.e. If the school bell schedule ends at 3:10 pm, then the after school program must begin at 3:10 pm and run until 6:10 pm)

Please make sure program schedule clearly shows when the following program requirements will take place:

Elementary requirements:

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

Middle School requirements:

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

SECTION 7: Transitions Support for High Need Populations of Students

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

populations of foster youth and English language learners including Newcomers.

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

Our program will partner with the school day to support transitioning students by providing a warm and positive learning environment to all of our students. We will ask the school for any assessment information that will be needed to best serve the student.

We will use the information we receive to best serve the students and provide the proper programs and resources to the transitioning youth.

As a program we will respect all of our families and honor our waiting list. However, exceptions will be made in the case of a high needs transitioning youth. After assessment for transitioning students, if it is determined that our program would benefit the student and family we the youth would be accepted into our program ahead of a family who does not have as great of a need.

SECTION 8: Academics

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

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

Other possible supports may include computer lab, library exploration, and project-based learning.

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

Please include the following requirements:

- **Required Elementary Academic Programming:** Elementary programs are required to provide at least 1 hour of literacy instruction per week for all students and 1 hour of math instruction per week for all students. (Curriculum and PD will be provided by OUSD.)
- **Required for Middle school Academic Programming:** Math and ELA academic intervention should be provided by teachers on extended contract, in order to support students struggling academically.

Description of program/activity	Target Population	Academic Support (choose one)	SPSA goal(s) or school need supported by activity	Instructional Strategies	Frequency (hrs/week; # of weeks)	Measurable Outcomes
Academic Hour - After School staff will assist students in completing their homework.	All Students	X(Homework Support Tutoring Skill??Building Academic??Intervention Other	Balanced literacy and overall academic success will be supported through homework assistance.	Structured guided practice.	4hrs per week for 35weeks	Students will understand their homework and the majority of program participants will complete their homework on a daily basis. Homework reports will also be provided by the after school staff to communicate student progress to

						teachers and parents.
Creative Writing Club -will introduce various ways in which a student can creatively express themselves through writing. Staff will introduce different writing concepts and prompts to promote writing development.	2nd-5th	Homework Support Tutoring X Skill Building Academic Intervention Other	Literacy and presentation skills will be supported through the creative writing class.	Structured writing practice.	1 hour per week for 35 weeks	Students will learn multiple ways in which creative writing supports self expression through writing and skill development in writing.
Our staff will continue to participate in the science learning community and use science curriculum to develop after school science lessons that are hands on and fun for students. Literacy will be reinforced through additional skill building activities as well as through reading and writing in enrichment activities	All students	HomeworkSupport Tutoring X(Skill Building AcademicIntervention Other	Balanced literacy and overall academic success will be supported through skill building activities and science enrichment.	Structured guided practice	1 hour per week for 35 weeks	Quality Support Coach will provide student benchmark scores to after school staff in order to continue to develop activities and identify whether or not we are supporting academic progress.
Credentialed teacher will provide academic intervention for primary students	2nd-5th and students who are identified	HomeworkSupport Tutoring Skill Building X(Academic Intervention Other	The Gateway After School Program is focused on increasing	Structured guided practice	1 hour 2 times per week for 14 weeks for	Students will have extended learning time in a small group working on

with literacy or math CST scores. FBB/BB.	as below grade level in reading and math		science, literacy and math skills in the primary grades.			math or literacy skill building.
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SECTION 9: ENRICHMENT & PHYSICAL ACTIVITY / RECREATION
 Enrichment activities and physical activity/recreation are required components of the ASES and 21st Century grants. Enrichment activities should provide students with the opportunity to apply their classroom learning in a real, hands-on way. Enrichment activities should intentionally and creatively build skills that support students' success in school and in life. Enrichment activities often support school goals for health and wellness, positive school climate, arts learning, and student engagement.
 Please include the following required and recommended **Middle School Program Components:** Youth leadership, middle school athletics, and college and career readiness programming.

Description of Program/ Activity	Rationale	SPSA goal(s) or school need supported by activity	Target Population and Frequency (hrs/week; number of weeks offered)	Targeted Skills	Measurable Outcome
Fits Kids introduces healthy practices within physical education that support healthy living.	X(Student Identified X(School Identified X(Parent Identified Other specify	In conjunction with Physical Educational Standards The Gateway Program will support students learning both the proper techniques in exercising and the importance to continue an	2 hours/36 weeks	<ul style="list-style-type: none"> <input type="checkbox"/> College/Career Readiness <input checked="" type="checkbox"/> Social & Emotional Learning <input checked="" type="checkbox"/> Leadership <input type="checkbox"/> Academic (specify) <input checked="" type="checkbox"/> Health and Wellness <input type="checkbox"/> Other (specify) 	Students will learn best practices in maintaining a healthy body.

		active lifestyle.			
Team Sports introduces healthy practices within physical education through structured team activities.	X(Student Identified X(School Identified X Parent Identified ??Other?? specify??	Supports Physical Education Standards along with school spirit and community building.	1 Hour/ 30 Weeks	<input checked="" type="checkbox"/> College/Career Readiness <input checked="" type="checkbox"/> Social & Emotional Learning <input checked="" type="checkbox"/> Leadership <input type="checkbox"/> Academic (specify) <input checked="" type="checkbox"/> Health and Wellness <input type="checkbox"/> Other (specify)	Students will develop skills in a given sport for unit based learning along with skill development in leadership.
Nutrition class/Cooking Class	X(Student Identified X(School Identified X(Parent Identified ??Other?? specify??	Supports students' ability to know and make healthier choices with the food they eat.	1 Hour/ 34 Weeks	<input checked="" type="checkbox"/> College/Career Readiness <input type="checkbox"/> Social & Emotional Learning <input checked="" type="checkbox"/> Leadership <input type="checkbox"/> Academic (specify) <input checked="" type="checkbox"/> Health and Wellness <input type="checkbox"/> Other (specify)	Students will become aware of the food that they eat, learn how to read cooking instructions, use and mix ingredients and make healthy meals. Students will also learn how to properly measure the amount of ingredients for the necessary of servings required.
Computer class will introduce computer functions for the purposes of skill building within word processing and internet usage.	X(Student Identified X(School Identified X(Parent Identified ??Other?? specify??	Supports computer literacy and academic growth through specific learning application	10/30 Weeks	<input checked="" type="checkbox"/> College/Career Readiness <input type="checkbox"/> Social & Emotional Learning <input type="checkbox"/> Leadership <input checked="" type="checkbox"/> Academic (specify) <input type="checkbox"/> Health and Wellness <input type="checkbox"/> Other (specify)	Students will learn specific functions of the computer, how to use the internet for research and basic word processing skills.

Performance/Visual arts	X(Student Identified X(School Identified X(Parent Identified ??Other?? specify??	programs. Our visual arts activities reinforce themes and lessons that are covered in other classes. Often students work in groups, make presentations of their work and focus on reflection and mindfulness of their work.	2 hours/34 weeks	<input checked="" type="checkbox"/> College/Career Readiness <input checked="" type="checkbox"/> Social & Emotional Learning <input checked="" type="checkbox"/> Leadership <input checked="" type="checkbox"/> Academic (specify) <input checked="" type="checkbox"/> Health and Wellness <input type="checkbox"/> Other (specify)	All participants will indicate that they have had the opportunity to participate in visual arts activities at least once per week.
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SECTION 10: FAMILY ENGAGEMENT / FAMILY LITERACY
 After school provides an excellent context to foster parent involvement, connect families to the larger school community, and share important information related to the after school and regular school day programs. After school family engagement efforts should be aligned with school day efforts, and support school goals for family involvement. A variety of activities may be offered, including: parent workshops, family celebrations, parent-and-child-together activities, parent leadership and volunteer opportunities.

 Family literacy is a required component of all 21st Century after school programs. Family literacy services support the educational goals of adult family members, connect them to resources and services in the community, and increase their ability to support their student’s learning and development. For 21st Century grantees who receive Family Literacy funding: ***The activities listed below must align to your 21st Century Family Literacy budget plan.***

Type of Activity and Frequency	SPSA goal(s) or school need supported by activity	Describe how this activity is connected to student achievement	Measurable Outcome	Alignment with school day family engagement / family literacy efforts or resources
Open House	Family engagement and positive school climate will be supported through these events.	Parents/families will attend open houses and orientation nights in order to learn more about the structure, policies, procedures and general information about the after school program. This is also	Approximately 53-115 parents/ families will attend open houses and orientations. This will be measured through sign-in sheets.	Monthly meetings with principal, outreach coordinator and other stakeholders, quarterly newsletters, parent surveys and feedback from school community.

		an opportunity for questions to be answered about the student's progress in their after school work.		
Lights On	Parent/family engagement and positive school climate will be supported through these efforts.	At our Lights On Open House, parents and community members gather in the cafeteria to receive updates from the Site Coordinator, then are led by the students through an engaging scavenger hunt in the after school classroom. Parents also have an opportunity to meet and talk with ASP staff.	At least 30 parents/families will attend every large event/showcase. This will be measured through sign-in sheets.	Monthly meetings with principal, outreach coordinator and other stakeholders
Large Events/Showcase	Parent/family engagement and positive school climate will be supported through these efforts.	Parents/families will attend showcases and celebrations where their child will perform and/or present what they have learned. Parents will understand more about what their child is learning in after school. Celebrations may also include a service/volunteer project for parents as well.	At least 60 parents/families will attend every large event/showcase. This will be measured through sign-in sheets.	Monthly meetings with principal, outreach coordinator and other stakeholders, quarterly newsletters, parent surveys and feedback from school community.

SECTION 11: Chronic Absence Action Plan

Improving school day attendance for all students and reducing chronic absenteeism is one of the key OUSD strategic goals. The district goal is that all students will attend school at least 95% of the required school days or more, thereby achieving satisfactory attendance. Students who attend school 90% or less of required days are considered chronically absent. Students whose attendance falls in the "grey zone" between 90% - 95% are considered at risk of chronic absenteeism.

In partnership with the school day, after school programs can play an important role in supporting student attendance by doing things like celebrating good attendance, informing parents about the importance of attendance, uncovering what challenges students/families are facing that cause them to miss school, regularly monitoring student attendance data, contacting families to let them know their child was missed at school, etc., in addition to providing meaningful after school learning experiences that help keep students engaged and coming.

Below are several key strategies that after school programs can implement in partnership with the school day, in order to promote positive attendance, and support students and families who are struggling with attendance. Select **at least two** of the following strategies below, and identify specific action steps that your program will implement for each strategy.

Strategies to Support Attendance	Action Steps
a) Recruit and address the needs of students who are at risk of chronic absenteeism.	ASP and school day staff will implement a chronic absenteeism plan for after school families struggling with attendance.
b) Inform parents about the importance of attendance and encourage parents to help each other get their students to class.	ASP staff will hold an orientation and mid-year meeting to remind parents about the importance of good attendance, review attendance policies and help parents understand why attendance is so important.
c) Track students with poor program attendance and reach out to find out why and how attendance could be improved.	ASP will help communicate with families of students who have been identified as at risk of being chronically absent.
d) Celebrate good attendance and/or offer meaningful incentives to attract and reward students for attending our program.	ASP staff will continue to acknowledge good attendance with certificates and recognition during special events.

SECTION 12: Transforming School Culture and Climate

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

a) The following are strategies that OUSD schools are taking to change discipline and transform school culture and climate. Which of the following school strategies will your after school program work to intentionally align with, in order to support positive school culture and climate?

- PBIS (Positive Behavioral Interventions and Support)
- Restorative Justice
- Social and Emotional Learning
- Bullying Prevention: including online safety and creating climate of safety for all youth including foster youth, homeless, LGBTQ, disabilities, etc
- Other: (please specify) _____

b) How will the school and lead agency partner work together to ensure that the after school program is aligned with these efforts, and helping to transform school culture and climate? (ie. shared professional development, curriculum, coaching, planning meetings, COST meetings, etc.)

The after school program will work with together to ensure that our practices are aligned with the school through collaborative meetings and intervention sessions for students who are faced with issues of trauma and any academic challenges. In part, we will work closely with parents

to involve them in this process by meeting with them consistently, to discuss an action plan, challenges, and progress that have been made. Program Coordinator will attend planning meetings with Principal and Program Manager. Line Staff will receive coaching to ensure that the BIC curriculum, Restorative Practices and other activities are used throughout all grades and classes.

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

The after school program will provide leadership opportunities for students of color that will empower them to work hard and take ownership in the work they do. Leadership opportunities include a leadership club where students can develop newsletters, mentorship programs, and co-facilitate activities around topics of race and gender. In addition, students will be recognized for their efforts through awards and ceremonies.

d) Please mark other strategies your after school program and school site are using to support all students and address disproportionality:

- Using Restorative practice to address disproportionality related to discipline
- Trauma informed practices
- Using PBIS to address discipline

SECTION 13: Social and Emotional Learning (SEL)
 Developing SEL skills in students and in the adults who work in the Oakland school system is a key priority for OUSD. SEL includes the following skills: self-management, self-awareness, social awareness, relationship skills, and responsible decision-making.

Describe how you will work intentionally to develop SEL skills in program staff:	The Building Intentional Communities curriculum will be used on a weekly basis to help reinforce the SEL skills. Instructors will also partner with staff to develop different behavior management and relationship building skills among students.
Describe how you will work intentionally to develop SEL skills in students:	Building Intentional Communities will be part of the weekly schedule to reinforce the SEL Skills.

SECTION 14: Coordination with Other Service Providers	
In the Full Service Community School model, the school becomes a hub of services where various types of service providers come together, work together, and coordinate their efforts to meet the holistic needs of students and families.	
The after school Site Coordinator or Director will actively participate in which of the following school group(s), in order to increase alignment between after school and school day efforts?	<input type="checkbox"/> COST team (Coordination of Services Team) <input checked="" type="checkbox"/> SST (Student Study Team) <input checked="" type="checkbox"/> SSC (School Site Council) <input checked="" type="checkbox"/> ELT (Educational Leadership Team) <input checked="" type="checkbox"/> PTA <input checked="" type="checkbox"/> Attendance Team/Workgroup <input checked="" type="checkbox"/> SPSA Site Planning team <input type="checkbox"/> School Culture/Climate Committee <input checked="" type="checkbox"/> Other (specify)
List key community partners whom you will actively collaborate with to accomplish the goals of your program.	Academic Goals: Principal, Quality Support Coach & ASPO Enrichment Goals: Oakland Parks and Rec, Oakland Public Library
List all subcontractors who will be paid to deliver after school services.	Prescott Circus Theater
Identify other service providers and support personnel at your school (ie. school psychologist, School Based Health Center staff, counselor, mental health therapist, school nurse, parent liaison, etc.) whom you will actively collaborate with to accomplish the goals of your program.	School Outreach Coordinator, School Counselor, Principal, and Quality Support Coach

2016-17 After School Enrollment Policy for

School

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

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

Target Population: (Describe targeted student populations in order of priority. Specify data that will inform student selection.)

Target Population(s)	Specific Data to Inform Selection of Program Participants	(High School Only) Indicate if participation is <i>Optional</i> or <i>Mandatory</i> for each target population
Students in need of academic support and intervention to improve or sustain academic performance.	CST scores and end of year benchmarks. Referrals and recommendations made by teachers, counselors and other school staff.	N/A
Students in need of being engaged in learning (including students who have already learned regular school day content and need additional academic enrichment).	CST scores and end of year benchmarks. Referrals and recommendations made by teachers, counselors and other school staff.	N/A
Students with siblings already enrolled in after school program based on above priorities.	Referrals and recommendations made by teachers and other school staff. Parents will also provide this information.	N/A
Students from socio-economically disadvantaged families/backgrounds.	Referrals and recommendations made by teachers, outreach coordinator and other school staff.	N/A

Which grade levels will you serve in this program? K-5th

Note: The ASES and 21st CCLC grants require that programs are open to all students of the school, if space remains after outreach is done to targeted students. (For example, if program slots remain open after you have reached out to fill slots with target populations identified above, then by law, you must accept a kindergarten family that desires program services, even if your program prioritizes students in grades 1-5.)

Additional Notes:

- Successful after school programs are heterogeneous and include several target populations.
- Sites cannot simply utilize a first come-first serve process for enrolling students; sites should establish priorities for participation.
- Programs are intended to help close the achievement gap by serving a variety of students with academic and other needs.
- In alignment with OUSD’s strategic goal to reduce chronic absenteeism, programs should consider targeting students at risk of chronic absenteeism, as determined by individual attendance rates between 90 – 95% during the current school year. (Programs should collaborate with school site leadership to obtain student attendance data.)
- Program must enroll adequate numbers of students to meet CDE attendance targets.

Enrollment Process and Timeline: (Summarize your enrollment timeline below. Describe how your school will identify and recruit students beginning in Spring 2016. Indicate how families will be notified of 2016-17 enrollment before the last day of school, June 9, 2016.

Timeline	After School Enrollment Steps/Process	Individual(s) responsible
May 1-31 2016	AL and other school staff provide most recent test scores and other referral/recommendation information.	AL and other school staff.
June 1-June 15 2016	Coordinator and after school staff pre-register students (75% of total enrollment goal). Pre-registration information sessions will be held and applications will be given out to students and families.	Coordinator and After School Program Staff
August 2016	After School program will begin on first day of school 2013 at a minimum of 75% of total enrollment goal.	Coordinator and After School Program Staff
August-September 2016	After School program staff will continue to register students during the first week of school 2013 in order to reach 100% enrollment.	Coordinator and After School Program Staff
May 1-31 2016	AL and other school staff provide most recent test scores and other referral/recommendation information.	AL and other school staff.
June 1-June 15 2016	Coordinator and after school staff pre-register students (75% of total enrollment goal). Pre-registration information sessions will be held and applications will be given out to students and families.	Coordinator and After School Program Staff
August 2016	After School program will begin on first day of school 2013 at a minimum of 75% of total	Coordinator and After School Program Staff

	enrollment goal.	
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Important dates to include in your timeline:

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

School Support for Program Recruitment

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

School staff will share information about programs being offered in class. School staff will share program applications with parents and encourage all to get involved within the Gateway After-School Program. The school campus will promote The Gateway After-School Program and support all community members in getting all the necessary information.

Principal Signature:



Lead Agency Signature:



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

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

Principal initials	Lead Agency initials	2016 – 17 Assurances for Grant Compliance and After School Alignment with School Day
GPB	GG	Site Administrator and Lead Agency Director/Site Coordinator have reviewed the CA Dept of Education’s ASES and/or 21 st Century Grant Assurances, and understand mandated grant compliance elements.
GPB	GG	Site Administrator and Lead Agency Director have reviewed the Lead Agency After School MOU together, and agree to the requirements outlined in the MOU for the lead agency partner.
GPB	GG	Site Administrator will meet regularly with Site Coordinator to ensure program is meeting identified goals.
GPB	GG	Site will share student outcome data to better refine program (Attendance data, test scores, Report Cards, IEP’s, etc).
GPB	GG	The principal and lead agency partner have reviewed and discussed the Quality Support Coach key responsibilities. Both Principal and lead agency partner understand that this role is critical for strengthening staff practices and the quality of the after school program. Site will identify a certificated, qualified individual to serve as the program’s Quality Support Coach and to fulfill all responsibilities outlined in the role description.
GPB	GG	Site will invite Site Coordinator and appropriate after school staff to participate in school day meetings and professional development opportunities, in order to ensure consistency in standards of teaching and learning and positive school climate.
GPB	GG	Site will invite Site Coordinator to participate on SSC, COST, SST, and/or SPSA planning teams to ensure coordination of services.
GPB	GG	Site will coordinate the use of facilities and site level resources in support of program goals.
GPB	GG	Site will provide Site Coordinator with office space that includes access to internet and phone.
GPB	GG	Site Administrator will share the School Site Safety Plan with the Site Coordinator and discuss appropriate policies and procedures to ensure safety during the after school hours.

Principal Signature:

Lead Agency Signature:

Quality Support Coach (formerly called “Academic Liaison”)

After school research clearly shows that high quality programs result in increased youth outcomes. The higher the program quality, the more youth outcomes are achieved. The Quality Support Coach is a required position and plays a critical role in supporting after school program quality through the following high leverage staff capacity-building activities:

- Provide classroom observations, coaching support, and trainings to improve staff practices and program quality.
- Support the after school program’s *Assess – Plan – Improve* program quality improvement cycle by helping after school programs gather and review data on program quality, make plans for improvement, and receive training and coaching supports aligned to improvement plans.
- Bridge the after school program with school day goals, priorities, curriculum, pedagogy, and data.
- Provide lesson planning support and lesson modeling to strengthen after school instruction.
- Help develop/design after school academic offerings and curriculum, and support alignment of after school activities with the Common Core standards
- Provide on-site coaching to after school staff implementing literacy and math curriculum.

The Quality Support Coach can be a credentialed teacher from the school faculty or other qualified professional working with the school (for example, a Literacy Specialist, Math Coach from LCI, BTSA Coach, etc.). This individual will receive training and specific direction on the Quality Support Coach role from the OUSD After School Programs Office. The After School Programs Office will provide specific deliverables aligned with the key job duties listed above. The required budget allocation for this position is \$2,500 for the year, equivalent to 83 hrs/year at a Paid-In-Service contract rate of \$30.12/hour.

Quality Support Coaching Planning

a) Please identify who will fulfill the Quality Support Coach role for 2016-17: Linda Fox

- A credentialed teacher on staff who has effective skills and experiences in coaching and/or adult learning
- A qualified professional who is part of the school staff
- An OUSD coach connected to the school (i.e. LCI Literacy or Math coach, BTSA coach, etc.)
- Other individual (please specify in detail): _____

If known, please specify the name of the person who will fill the Quality Support Coach role, and identify his/her role in the school:

The Quality Support Coach will be Ms. Linda Fox and she is a veteran teacher in the school and a long time supporter of our After School Program

Teachers on Extended Contract for Direct Service

In addition to a Quality Support Coach, some schools choose to have teachers on extended contract to provide direct service to students after school, such as after school intervention, support with programs like Achieve 3000 or Fast Forward, and academic enrichment.

Please list specific after school classes/activities that will be facilitated by teachers paid on extended contract. *Important note: Teachers on extended contract who are providing direct services to students after school must be paid at the negotiated rate of \$23.16/hr (per OEA contract). After school grant funds can be utilized for this direct service work. The Quality Support Coach cannot provide direct service to students. The Quality Support Coach is primarily responsible for providing coaching and training, and is paid at the negotiated Paid-In-Service rate of \$30.12 for their staff capacity-building services. Teachers doing direct service work after school must be paid with an extended contract.*

List after school classes/activities that will be facilitated by teachers on extended contract	Anticipated hours/week for teacher on extended contract
Academic Intervention 2 Certified Teachers 2 Classified teachers:	3hrs per week for 14 weeks
1 Quality Support Coach/Academic Liaison REQUIRED	3

Principal Signature:

Lead Agency Signature:

After School Safety and Emergency Planning for 2016-17

After School Safety and Emergency Planning

A) The Comprehensive School Site Safety Plan will incorporate the After School Program. The Principal and Site Coordinator will discuss plans and procedures for after school safety, and the Site Coordinator will have access to the Comprehensive School Site Safety Plan.

- Yes
 No

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

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

The principal will provide school day safety procedures and communication protocols in order for the after school program to improve and align their procedures with the school.

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

- Yes No

Facility Keys

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

- Yes No

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

SSO Staffing: (check one)

- Site has a school day SSO who can accommodate after school related work as part of their regular salary.
 Site will pay Extra time/Over time (ET/OT) to accommodate an after school SSO.
 Site does not need an SSO or does not have the resources to have an after school SSO.

Principal Signature:

Lead Agency Signature:

Professional Development and Staff Wellness

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

a) What professional development, coaching, and training supports will be provided by the lead agency partner?

BACR provides professional development during the Summer Institute focused on the Program Coordinator and staff self-reflect on personal strengths, areas for improvements, grant requirements, BACR policies and procedures. Throughout the year Coordinator's engage in coaching sessions with their BACR Program Manager, ASP Manager and within the Professional Learning Communities. There are youth development training opportunities throughout the school year.

b) What professional development opportunities will be provided by the school site?

The school site will provide professional development in the areas of program plan development, emergency response procedures, reading and understanding school data.

c) ASPO professional development will consist of the mandatory August Institute (week of Aug. 3-6), mandatory monthly site coordinator meetings (2 hrs/month), the annual Bridging the Bay after school conference, and various professional learning communities (time commitment varies). Please mark:

I understand that professional development helps ensure program quality. My program is committed to providing/accessing professional development opportunities for after school staff, based on needs identified by program data. My program will adequately budget for staff time to participate in professional development over the course of the year (for key line staff, recommended at least 20 hours of PD/year). x (Yes (No

Staff Wellness

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

The Gateway program continuously promotes healthy eating, daily physical activity and staff appreciation/recognition events. Our team will ensure that staff participates in the necessary trainings to promote health and wellness awareness. The ASP will engage in team building

activities to strengthen our team, as well as trainings during BACR Summer Institute to assist with engaging in activities that promote self-wellness. As well as participate in district trainings and meetings to learn and connect with other staff members from other sites across Oakland.

Principal Signature:

A handwritten signature in blue ink, appearing to read "L. Williams".

Lead Agency Signature:

A handwritten signature in blue ink, consisting of several overlapping loops.

Addendum for 21st Century Community Learning Center Grantees Only

Equitable Access: (must be completed by all programs that receive 21st Century Equitable Access funding)
 Some 21st Century programs receive extra Equitable Access funding. The intent of Equitable Access funding is to provide targeted supports for special populations of students who may face challenges and barriers to program participation. Examples of allowable use of Equitable Access funds include:

- additional academic interventions/supports to struggling students (ie. English Language Learners, students with special needs, etc.)
- mental health support services that enable students to fully participate in the after school program
- translation services, bus tickets, and other supports that make it possible for students to participate in program

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

n/a

21st Century Supplemental Programming during 2016-17 School Year

Describe your planned programming on weekends, intercession breaks, and other non-school days during the 2016-17 school year. Your supplemental program plans must match your proposed supplemental program budget.

(Please do NOT include summer program plans here; there will be a separate summer planning template.)

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

Principal Signature:

Lead Agency Signature:

AFTER SCHOOL BUDGET PLANNING SPREADSHEET

ELEMENTARY & MIDDLE SCHOOLS 02.2016

Site Name: PLACE @ Prescott Elementary 2016-2017		ASES		21CCLC Core		OFCY Match Funds	Program Fees (if applicable)	Other Funded	Other Lead Agency Funds
Site #:		(Resource 4214, Program 900)		(Resource 4214, Program)					
Average # of students to be served daily (ADA):	%	OUSD	Lead Agency	OUSD	Lead Agency	Lead Agency	Lead Agency	Lead Agency	Lead Agency
TOTAL GRANT AWARD		122,700.00		55,455.00		72,000.00		0.00	0.00

CENTRAL COSTS: INDIRECT, ADMIN, EVAL, PD, CUSTODIAL, SUPPLIES

OUSD Indirect (5%)		5,842.86		2,640.71					
OUSD ASPO admin, evaluation, and training/technical assistance costs		7,644.86		3,455.14					
Custodial Staffing and Supplies at 3.25%		3,549.40		1,604.17					
TOTAL SITE ALLOCATION		105,662.88		47,754.97					

CERTIFICATED PERSONNEL

1120	Quality Support Coach/Academic Liaison REQUIRED	2,500.00		0.00				0.00	
1120	Certificated Teacher Extended Contracts- math or ELA Academic Intervention (2 Teachers X \$25.82hr X 3hrs/wk days X 14 wks = \$2,168)			2,168.00				0.00	
	Certificated Teacher Extended Contracts- ELL supports							0.00	
	Total certificated	2,500.00		2,168.00				0.00	

CLASSIFIED PERSONNEL

2205	Site Coordinator (list here, if distinct employee)	0.00	0.00					0.00	0.00
2220	SSO (optional)	9,874.00		0.00				0.00	
	Classified teachers (2 Teachers \$23.33hr X 3hrs/wk X 14wks = \$1959.72)			1,959.72					
		0.00		0.00					
	Total classified	9,874.00	0.00	1,959.72	0.00			0.00	0.00

BENEFITS

3000's	Employee Benefits for Certificated Teachers on Extended Contract (benefits at 20%)	500.00		433.60					
3000's	Employee Benefits for Classified Staff on Extra Time/Overtime (benefits at 22%)	2,172.28		0.00					
3000's	Employee Benefits for Salaried Employees (benefits at 42%)	0.00		0.00					
3000's	Lead Agency benefits (rate: 25%)		0.00						
	Total benefits	2,672.28	0.00	433.60	0.00			0.00	0.00

BOOKS AND SUPPLIES

4310	Supplies (OUSD only, except for Summer Supplemental)	0.00						0.00	0.00
4310	Curriculum (OUSD only)	0.00						0.00	0.00
5829	Field Trips	0.00						0.00	0.00
4420	Professional Development/ Trainings (Summer Institute, CPS, Classroom Mgmt, Lesson Planning, etc.)	0.00					\$500	0.00	0.00
	Travel				0.00		\$260		
	Communication						\$1,200		
	Community Games		500.00						
	Total books and supplies	0.00	500.00	0.00	150.00		4,593.00	0.00	0.00

CONTRACTED SERVICES

5825	Program Coordinator, Derrick Lomax: (\$42,000 annual salary: 10 months paid by ASES, 2 months paid by OFCY) + \$10,500 (25% fringe) = \$52,500	0.00	43,750.00				8,750.00		
5825	BACR Program Assistant/Lead STEM Instructor Monique Mendoza: \$16/hr x 30hrs/wk x 36wks = \$18,240 + \$4,560 (25% fringe) = \$22,800		1,425.00				21,375.00		
5825	Lead Literacy Instructor Jamal Cole: \$15hr x 21.5hrs/wk x 37 wks = \$11,932 + 15/hr. PD (\$300) = \$12,232+ 25% fringe (\$3,058) Total= \$15,290	0.00	15,290.00						
5825	Lead Math Instructor Amani Johnson: \$15hr x 21.5hrs/wk x 37 wks = \$11,932 + 15/hr. PD (\$300) = \$12,232+ 25% fringe (\$3,058) Total= \$15,290		15,290.00						
5825	Program Instructor Aaron Smith: \$15hr x 21.5hrs/wk x 37 wks = \$11,932 + 15/hr. PD (\$300) = \$12,232+ 25% fringe (\$3,058) Total= \$15,290		11,159.00		4,131.00				


2016-17 Elementary/Middle School After School Program Budget


ELEMENTARY & MIDDLE SCHOOLS 02.2016

Site Name:	ASES	21CCLC Core	OFCY Match Funds	Program Fees (if applicable)	Direct Service SAL Funds	Other Lead Agency Funds
Site #:	Lead Agency	Lead Agency	Lead Agency	Lead Agency	OHPD	Lead Agency
Average # of students to be served daily (ADA):	%	%	%	%	%	%
5825 Program Instructor Chenice Jackson: \$15hr x 21.5hrs/wk x 37 wks= \$11,932 + 15/hr. PD (\$300) = \$12,232 + 25% fringe (\$3,058) Total= \$15,290			14,534.00	756.00		
5825 Program Instructor Anaya Odom: \$15hr x 21.5hrs/wk x 33 wks= \$10,842 + 15/hr. PD (\$300) = \$10,942 + 25% fringe (\$2,735) Total= \$15,290			13,677.00			
5825 Minimum Days - Direct Service			1,159.00			
5825 Program Support Staff \$672 + \$168 (25% Fringe) = \$840			840.00			
5825 BACR Program Manager (Professional Development, Training, Coaching, Staff Observations, general feedback for program quality): 18.5% of \$56,000 = \$10,400 + \$2,350 (fringe) = \$12,750				12,750.00		
5825 Prescott Circus Theatre: \$22,320			5,679.00	16,641.00		
5825 Additional Hours - Minimum Days & PD	0.00		1,576.00			
5825						
5825						
5825						
5825						
5825						
Total services	0.00	86,914.00	0.00	41,596.00	60,272.00	0.00
IN-KIND DIRECT SERVICES						
BACR East Bay Director						2,500.00
BACR Administrative Assistant						1,600.00
Trainings (Summer Institute, CPS, Classroom Management, Lesson Planning, etc.)						1,200.00
Volunteer Time						
In-kind Subcontractor Providers						
Other In-kind Providers					0.00	5,300.00
LEAD AGENCY ADMINISTRATIVE COSTS						
Lead Agency admin (4% max of total contracted \$)		3,202.65	1,447.46	7,135.00		0.00
SUBTOTALS						
Subtotals DIRECT SERVICE	85.00	16,881.05	87,414.00	5,390.55	41,746.00	64,865.00
Subtotals Admin/Indirect	15.00	15,202.35	3,202.65	6,870.79	1,447.46	7,135.00
TOTALS						
Total budgeted per column		32,083.40	90,616.65	12,261.35	43,193.46	72,000.00
Total BUDGETED	###	122,700.05	###	55,454.80	###	72,000.00
BALANCE remaining to allocate		0.00		0.00		0.00
TOTAL GRANT AWARD/ALLOCATION TO SITE		122,700.00		55,455.00		

ASES MATCH REQUIREMENT:	
ASES requires a 3:1 match for every grant award dollar awarded.	
Total Match amount required for this grant:	40,900.00
Facilities count toward 25% of this match requirement:	10,225.00
Remaining match amount required:	30,675.00
Match should be met by combined OFCY funds, other site funds, private dollars, and in-kind resources. This total equals:	0.00
Total Match amount left to meet:	30,675.00

Required Signatures for Budget Approval:

Principal:  Date: 6-1-16

Lead Agency:  Date: 6-2-16

Lead Agency Unit of Service for Elementary/Middle Schools

After School Services include:

After school program set up at school site and coordination of comprehensive services to ensure ASES and 21st Century grant compliance, alignment with school day, program quality, fiscal oversight, and compliance with district policies, including contracting processes, fiscal timelines, and Legal requirements.

Delivery of high quality after school programming consisting of academic, enrichment, and recreational/physical activity components to meet grant compliance. Qualified and trained individuals and community providers with subject matter expertise and youth development experience will deliver services.

After School program will serve up to 160 students (Elementary School) and 200 (Middle School). Services will be offered daily, Monday through Friday, from August – June. Program will begin immediately at the end of the regular school day and will stay open until 6pm daily.

Qualified staff will provide program activities. Student to staff ratio will not exceed 20:1.

Alignment of after school program plan with key components of SPSA, Extended Day Model, and collaborative partnerships with students, families, school staff and community partners.

Ongoing after school professional development, training and coaching to school site staff, collaborative partners, and line staff.

Agency efforts to mobilize and leverage additional resources to enhance after school services (i.e. Volunteer Management, Bayac Americorp/Vista, Fund Development and Grant writing, and In-Kind or Match Programs).

Lead Agency Option A: Cost for Elementary School lead agency package: \$96,576

Lead Agency Option B: Cost for Middle School Lead Agency package: \$129,145

Lead Agency Unit of Service for High Schools

Description of Services:

After school program set up at school site and coordination of comprehensive services to ensure ASSETS 21st Century grant compliance, integration of extended day model and alignment with school day, program quality, operational and fiscal oversight.

Delivery of high quality after school programming consisting of academic, enrichment, recreational/physical activity, family literacy, and targeted Equitable Access services to students that are high risk and are hard to reach via general services. Qualified, trained individuals and community providers with subject matter expertise and youth development experience will deliver services. Program set-up will ensure student safety.

Services for up to 75 students at the small alternative high schools and up to 120 at the larger continuation high school(s). 15 hours plus of programming per week from September – June.

Coordination, outreach, and delivery of: Family literacy events that meet the needs of both English and Spanish speaking families; Cross-site annual events such as Lights On Music and Arts Festival, Life After High School Conference, and Basketball and Soccer Leagues.

Equitable Access services to students that are hard to reach, may include: Internships (managing student stipends, coordinating student placements and career mentors), Job Readiness, Career Exploration, Life Skills, English and Math Tutoring, and Driver's Education.

Ongoing after school professional development, training and coaching provided to school site staff, collaborative partners, and line staff.

Agency efforts to mobilize and leverage additional resources to enhance after school services (i.e. Volunteer Management, Bayac Americorp/Vista, Fund Development and Grantwriting and In-Kind or Match Programs).

Lead agency unit of service includes programmatic and operational costs.

Lead Agency Option C: Cost for Small High School Programs serving up to 75 students: \$110,000

Lead Agency Option D: Cost for Large High School Programs serving up to 120 students: \$170,000

Factors that may reduce or increase the school charge for above lead agency units:

- 1a. School opting to utilize own teachers to provide academic services, reducing the academic programming charges to the cost above.
- 1b. School opting to directly contract with a different service provider for enrichment, reducing some of the enrichment charges to the cost above.
- 1c. School opting to provide supplies in support of after school programming, reducing supply costs from the total above.
- 1d. School opting to fund School Safety Officer, reducing above costs to provide safe and secure after school environment.
- 1e. School opting to fund high school academic liaison, reducing above costs to ensure academic alignment.
- 1f. School opting to provide after school program leadership, reducing the above costs for Site Coordinator.
- 1g. Other specialty services from this menu have been selected to augment or replace some of the basic lead agency services included in package above.
- 1h. School utilizing other funds to increase level of services and/or number of students served beyond the above base unit.

Other Specialized Services

Option E: Youth Leadership and Career Exploration

Structured weekly opportunities for youth to interact with trained mentors and engage in community service projects.

Cost: \$6,000 for two sessions/week, from Sept – June; service for up to 20 youth.

Option F: Specialized CAHSEE preparation

6 week CAHSEE prep intensive: 2 hours every day with up to 3 tutors utilizing *Moving Forward Education* curriculum provided by trained mentors throughout entire school year.

Cost: \$5,720

Option G: Specialized Title 1 Services

Specialized Title 1 services will provide underprivileged children an enriched and accelerated educational program, including the use of school wide curriculum/programs or additional services such as intervention that increases the amount and quality of instructional time.

Cost: \$13,500

Option H: Day Time Academic Support

Additional academic services will be provided during the school day to the students. This may include computer instruction, tutoring, intervention or instruction of school wide curriculum.

Cost: \$13,500

Option I: Parent workshops

Specialized family events to foster parent involvement and understanding of how to provide academic support to children.

Cost: \$300 per 2-hour event, for up to 75 families

Option J: Before School Care

Specialized health and nutrition activities for student to foster healthy eating and educate them on healthy eating by providing a produce stand on a weekly basis.

Cost: \$25/hr. per staff, 180 school days at 1-2 hours a day.

Option K: Health and Wellness

Specialized health and wellness activities for students that include: Restorative Justice activities, wellness champions, behavioral health, etc.

Cost: \$6,000

Option L: Physical Fitness

Specialized physical fitness activities may include: all seasonal sport leagues (but not limited to) basketball, flag football, soccer, and track/field. It may also include: martial arts, capoeira, yoga, recreational activities, wrestling, or other physical activity as needed.

Cost: \$13,500 per activity for 10 months up to 20 students served daily per activity

Option M: Visual or Performing Arts

Specialized services may included: Drama, Studio production, Drawing/ Painting/ Murals, Video/Photography, Spoken Word, Music, Hip Hop and Social Action, Dance and Cultural Dance, Drumming and cultural music, or other Visual and Performing Art programs as needed

Cost: \$13,500 per activity for 10 months up to 20 students served daily per activity

Option N: Health & Nutrition

Specialized health and nutrition activities for students to foster healthy eating and educate them on nutrition.

Cost: \$13,500 per activity for 10 months up to 20 students served daily per activity

Option O: Full Service Community Schools

Community School Manager will provide coordination of all aspects of Community School, including developing and maintaining partnerships with outside service providers, integrating various non-academic programs at the school site (e.g. after school, mental health, parent engagement), developing parent leadership and parent education opportunities, etc.

Cost: \$60,000 for daily services for entire school year, serve entire school

BACR Mental Health Services

Mental Health Services Option P: Individual and group counseling and other mental health services, consultation with families and school personnel and limited crisis response. Approximately 25 clients served annually. Services provided by Graduate Intern for 1 ½ - 2 ½ days per week for 36 weeks. Clinical supervision provided.

Cost: \$10,000 per year

Mental Health Services Option Q & R: Individual, group and family counseling, case management and other mental health services, consultation with school personnel and crisis response. Classroom education or other school-wide interventions as needed. Services provided by Master's level Mental Health Staff. Clinical supervision is provided.

Option Q: \$14,000 for one day per week for entire school year; 20 students Served over the course of the year.

Option R: \$70,000 for daily services for entire school year; 80 - 100 students served over the course of the year.

BACR Summer Programming

Option S: Small Summer Programming Services: Variety of services to decrease the summer learning loss of youth by providing a safe, enriching, and dynamic summer program that involves the whole family and community. Services customized to meet school and community needs, and may include: STEM activities, Physical Fitness, Enrichment activities, and/or Fieldtrips.

Cost: \$20,000 for a 4 to 6 week summer program (approximately 3-6 hours/day) for up to 80 students.

Option T: Large Summer Programming Services: Variety of services to decrease the summer learning loss of youth by providing a safe, enriching, and dynamic summer program that involves the whole family and community. Services customized to meet school and community needs, and may include: STEM activities, Physical Fitness, Enrichment activities, and/or Fieldtrips.

Cost: \$40,000 for a 4 to 6 week summer program (approximately 3-6 hours/day) for up to 60-180 students.

Additional Services for ASES/21st Century Elementary, Middle, and High Schools

Option U: Family Literacy Services: Variety of services to engage parents and support them in helping their children succeed in school. Services customized to meet school and community needs, and may include: parent workshops, parent outreach, and adult literacy support.

Services will be open to families of all students participating in ASES/21st Century after school programming. Qualified, trained individuals and/or community providers with subject matter expertise will provide services.

Cost: \$17,222

Option V: Equitable Access Services: Services customized to meet school needs, and may include: services to enhance student access to after school program; special support services for English learners and other high need students; translation services; and services to promote conflict resolution and positive program climate.

Services will complement after school programming occurring daily, September – June.

Cost: \$21,528

Option W: 21st Century Supplemental Program (Saturday and Intersession): Supplemental Saturday and Intersession project will offer services to approximately 60 – 120 1st – 8th grade students during the months of September and May. Program offerings will build and enhance students' academic skills, increase students' participation in and knowledge of health and wellness behaviors/activities, and/or provide organized sports and community games.

Cost: \$10,200

Factors that would reduce the above costs to ASES/21st Century Additional Services:

- 2a. School opting to provide a portion of family literacy services with own staffing and resources.
- 2b. School opting to provide a portion of Equitable Access services with own staffing and resources.
- 2c. School providing own supplies to support family literacy or equitable access services.
- 2d. School partnering with other providers to provide a portion of family literacy or equitable access services.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/1/2016

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to 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 Vantreo Insurance Brokerage 100 Stony Point Rd, Suite 160 Santa Rosa, CA 95401	CONTACT NAME: Rebecca Rountree PHONE (A/C, No, Ext): (707) 546-2300 233 E-MAIL ADDRESS: rroundtree@vantreo.com	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE	
INSURED Bay Area Community Resources, Inc. 171 Carlos Drive San Rafael, CA 94903-2005	INSURER A: Philadelphia Indemnity Ins Co	NAIC # 18058
	INSURER B: California Insurance Company	38865
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Abuse Sublmtl \$1 Mil GENL. AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	PHPK1510589	07/01/2016	07/01/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		PHPK1510589	07/01/2016	07/01/2017	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"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 OCCUR CLAIMS-MADE		PHUB544853	07/01/2016	07/01/2017	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$
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 N/A	732183680102	07/01/2016	07/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liab		PHPK1510589	07/01/2016	07/01/2017	Each Incident 1,000,000
A	Directors & Officers		PHSD1155914	07/01/2016	07/01/2017	Liability 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Oakland Unified School District is named as an Additional Insured, per form PI-GLD-HS 10/11

CERTIFICATE HOLDER Oakland Unified School District Attn: Risk Management 1000 Broadway, Ste. 440 Oakland, CA 94607	CANCELLATION 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 
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Bay Area
Community
Resources

Administrative Office
171 Carlos Drive
San Rafael
California 94903-2005

Phone
415.444.5580
Fax
415.444.5598
Website
www.bacr.org

Martin Weinstein
CEO

Mary Jo Williams
COO

Board of Directors

Lissa Franklin
President

Nancy McEvers Anderson
Bryan Breckenridge
Robert Davisson
Benedict Hur
David Lilienstein
Christina Lee
Rob Ness
Bud Travers
Monica Vaughan
Shannon Vincent

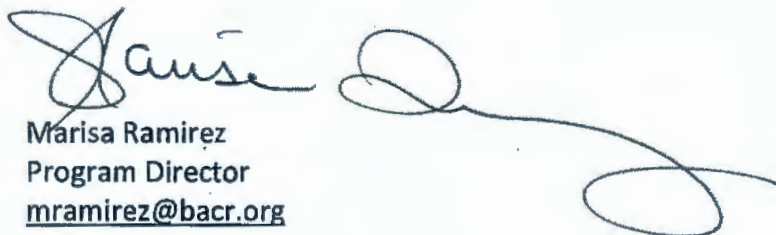
April 20, 2016

To Whom It May Concern:

It is the Bay Area Community Resources policy to ensure to the best of our abilities that everyone we bring into our BACR programs to work with our clients are properly screened so as to minimize any risk, either physical or emotional, to the children and other clients we serve. We achieve this through FBI and DOJ fingerprint background checks on all our employees, independent contractors, subcontractors and volunteers working in our OUSD school programs. We are set up to receive subsequent arrest records. In addition, all staff must turn in a negative TB clearance before they begin working with our students.

We certify that all staff meet our staff qualifications including TB clearance, and FBI/DOJ clearance before they begin working with the students. We can provide verification upon demand from OUSD. On a monthly basis this information is submitted to our district after school programs office with our invoices, indicating ATI numbers.

Sincerely,



Marisa Ramirez
Program Director
mramirez@bacr.org



Bay Area Community Resources After School Programs

Bay Area Community Resources (BACR) is a regional nonprofit agency founded in 1976 whose mission is to promote healthy development among youth and families, encourage service and volunteerism, and build communities. BACR has provided after-school academic support, enrichment, and physical activity programming in Bay Area communities for more than 30 years; this includes partnerships with 27 schools in the Oakland Unified School District (OUSD) after school programs since 2004. Our after school programs are designed and staffed to be safe, accessible, and effective for students (and families) who are struggling due to poverty, academic and social-emotional challenges, and other life circumstances—helping them overcome obstacles and become high achieving and joyful learners and by doing so, helping to reduce the achievement gap.

- ❖ BACR is the lead community agency— managing the entire program, providing staff, and delivering services—27 schools in Oakland, 13 in San Francisco, 5 in Alameda, 5 in San Rafael, 8 in Antioch, 15 in West Contra Costa County, and 12 in Mt. Diablo Unified in Contra Costa County..

OUR VALUES

- ❖ Provide children with a safe, nurturing and enjoyable environment after school.
- ❖ Integrate youth development practices into everything we do.
- ❖ Meet the needs of the schools, students, parents, and partner non-profits we serve.
- ❖ Empower youth by building confidence in their academic and social abilities
- ❖ Respect and embrace the sociocultural norms and history of the communities we serve in order improve the present, and sustain future generations.
- ❖ Give youth just, equal, and meaningful opportunities to learn, grow, and succeed.
- ❖ We like to have FUN! Take every opportunity to enjoy and celebrate our work.

PROGRAM MODEL

Academic Assistance

- ❖ **Homework support:** Students work in small groups with trained staff.
- ❖ **Academic enrichment:** Students get hands-on opportunities to master academic content, through robotics, chemistry lab, poetry slams, and creative writing workshops.
- ❖ **Academic interventions:** Students who need it get one-on-one review sessions with teachers or tutors and Supplemental Educational Services tutoring.
- ❖ **Test preparation and credit recovery:** High school students get help to graduate.

Enrichment

- ❖ Students explore their interests and build new skills. Visual and performing arts, community service, and student-led projects that promote pride, embody culturally-responsive activities, and integrate learning objectives in California Content Standards.
- ❖ Enrichment activities are tailored to each school site.

Recreation

- ❖ Students can exercise, relax, and build social skills through organized sports, cooperative games, and free time.

Showcases

- ❖ Young people get opportunities to showcase their work and share their achievements with peers and family.

EVIDENCE OF OUTCOMES

Recent Oakland elementary school surveys of youth showed positive outcomes:

Students

- ❖ I feel safe in this program. 89%
- ❖ There is an adult at this program who cares about me. 91%
- ❖ When I'm in this program, I feel good about myself. 87%
- ❖ In this program, I learn how to use my time to finish all my school work. 91%

Recent Oakland middle school surveys of youth showed positive outcomes:

Students

- ❖ In this program, there is an adult who wants me to do my best. 87%
- ❖ This program helps me to feel like a part of my school. 72%

Recent Oakland high school surveys of youth showed positive outcomes:

Students

- ❖ The adults in this program listen to what I have to say. 95%
- ❖ This program helps me learn ways to study (like reading directions). 90%
- ❖ Since coming to this program, I am better at setting goals for myself. 90%

ADVANTAGES FOR PARTNER SCHOOLS

- ❖ **Experience and Commitment.** Over 3 decades of leading after school programs.
- ❖ **Infrastructure.** A strong, well-funded organization and administrative structure.
- ❖ **Flexibility and Adaptability.** A program tailored to each school's after school goals.
- ❖ **High Quality Staff.** We select and support highly committed and professional staff.
- ❖ **Leveraged Resources.** We have the capacity to bring AmeriCorps Members into the program. BACR continuously seeks new funding and new opportunities to add value.

CONTACT US

Any location: Marty Weinstein, Executive Director, (415) 755-2321; mweinstein@bacr.org
 East Bay: Marisa Ramirez, (510) 559-3025; mramirez@bacr.org
 San Francisco and Marin County: Don Blasky (415) 755-2311; dblasky@bacr.org
 Visit our website: www.bacr.org

SAM Search Results
List of records matching your search for :

Search Term : Bay* Area* Community* Resources*
Record Status: Active

ENTITY	BAY AREA COMMUNITY RESOURCES, INC.	Status:Active
DUNS: 102947132	+4:	CAGE Code: 3VGW8 DoDAAC:
Expiration Date: Dec 7, 2016	Has Active Exclusion?: No	Delinquent Federal Debt?: No
Address: 171 CARLOS DR		
City: SAN RAFAEL	State/Province: CALIFORNIA	
ZIP Code: 94903-2005	Country: UNITED STATES	

Board Office Use: Legislative File Info.	
File ID Number	16-1388
Introduction Date	8/10/16
Enactment Number	16-1287
Enactment Date	8/10/16



Memo

To Board of Education

From Antwan Wilson, Superintendent

Board Meeting Date August 10, 2016
(To be completed by Procurement)

Subject Master Memorandum of Understanding between Oakland Unified School District and Bay Area Community Resources

Action Requested Authorize the President and Secretary of the Board to enter into and execute a Memorandum of Understanding with Bay Area Community Resources, on behalf of the District to provide services to students. This establishes a one year relationship with Bay Area Community Resources, and a not-to-exceed amount of \$3,967,560.95. This amount is projected using historical cost data, known changes to the number of sites served and expected available grant funding allowable.

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

The Oakland Unified School District enters into contracts each year to provide professional services that support the District's academic mission. The Master MOU establishes all terms and conditions, a defined menu of services with negotiated rates, and allows for the gathering of necessary supporting documentation to further streamline the process of receiving necessary services, while keeping the integrity of checks and balances, as well as maintaining oversight by the Governing Board.

A Menu of Services was established that would allow a principal to "Order" from the Menu using the Individual Service Agreement (ISA). This is essential to promoting transparency of services, and the costs of those services, between like schools. Each Individual Service Agreement is submitted to the board for approval. In the event that this vendor receives more orders for service than anticipated, an amendment to this MOU will request a new not-to-exceed amount.

Discussion
One paragraph summary of the scope of work.

Vendor: Bay Area Community Resources

Overview of Services: Bay Area Community Resources contracts with schools to be a lead agency to provide high quality after school programming consisting of academic enrichment and recreational physical activities, family literacy and targeted Equitable Access services to students that are high risk.

Not-To-Exceed Amount: \$3,967,560.95

Determination of the Not-to-Exceed Amount is based on historical data and projections for the coming school year, it is anticipated that Bay Area Community Resources will provide services to 25 school sites.



The District contracts with agencies to provide various activities and after school programs. Chosen by the number of sites served with District and the long standing relationship with the agencies, the Master Memorandum of Understanding establishes a relationship with Bay Area Community Resources, defining terms and conditions as well as setting a maximum not-to-exceed ceiling amount. This ceiling is derived from historical cost data, and known changes in sites to be served, as well as expected grant funding. In addition, the District has been working with agencies to provide a Menu of Service, which delivers a clear and measurable scope of work. Analogous to ordering from a common table menu, each product is described and the price is clearly quoted, establishing and promoting a more perfect competition where the consumer, here the principal, is informed of the services offered, and the price for those services. This allows the principal to easily compare services and prices, and plan for programmatic needs.

Fiscal Impact

There is no funding associated with the Master Memorandum of Understanding or the Amendment to the Master Memorandum of Understanding herewith. The Master Memorandum of Understanding establishes a relationship, as well as setting the terms and conditions with Bay Area Community Resources. The funding source for each Individual Service Agreement will be determined separately and individually. Funding for the Individual Service Agreement is verified through a review of the BDT budget process, and a review of State and Federal compliance funding when applicable.

Recommendation

Approval of the Master MOU between Bay Area Community Resources and the Oakland Unified School District authorizing the President and Secretary of the Board to enter into and execute the Master Memorandum of Understanding and Individual Service Agreement(s) with Bay Area Community Resources in an amount not-to-exceed \$3,967,560.95.

Attachments

- Master MOU
- Addendum:
 - After School Lead Agency MOU template for elementary and middle school
 - After School Lead Agency MOU template for high school



CONTRACT JUSTIFICATION FORM

This Form Shall Be Submitted to the Board Office With *Every* Consent Agenda Contract.

Legislative File ID No. 16-1388

Department: 922/Community Schools and Student Services Department

Vendor Name: Bay Area Community Resources

Contract Term: Start Date: 07/01/2016 End Date: 08/20/2017

Annual Cost: \$ 3,967,560.95

Approved by: Michael Moore, Julia Ma

Is Vendor a local Oakland business? Yes No

Why was this Vendor selected?

Bay Area Community Resources (BACR) contracts with OUSD schools to be a lead agency to provide high quality after school programming consisting of academic enrichment and recreational physical activities, family literacy and targeted Equitable Access services to students that are high risk. Determination of the Not-to-Exceed Amount is based on historical data and projections for the coming school year, it is anticipated that BACR will provide services to 24 school sites.

Summarize the services this Vendor will be providing.

The Master MOU establishes all terms and conditions, a defined menu of services with negotiated rates, and allows for the gathering of necessary supporting documentation to further streamline the process of receiving necessary services, while keeping the integrity of checks and balances, as well as maintaining oversight by the Governing Board. A Menu of Services was established that would allow a principal to "Order" from the Menu using the Individual Service Agreement (ISA). This is essential to promoting transparency of services, and the costs of those services, between like schools. Each Individual Service Agreement is submitted to the board for approval. In the event that this vendor receives more orders for service than anticipated, an amendment to this MOU will request a new not-to-exceed amount.

Was this contract competitively bid? Yes No

If No, answer the following:

- 1) How did you determine the price is competitive?

2) Please check the competitive bid exception relied upon:

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

Board Office Use: Legislative File Info.	
File ID Number	16-1388
Introduction Date	8/10/16
Enactment Number	16-287
Enactment Date	8/10/16



MASTER MEMORANDUM OF UNDERSTANDING BETWEEN OAKLAND UNIFIED SCHOOL DISTRICT and Bay Area Community Resources

2016-2017

1. INTENT

1.1 **Intent of this Memorandum of Understanding.** This Memorandum of Understanding (hereinafter "MOU") establishes the Oakland Unified School District's (hereinafter "OUSD") intent to establish a relationship with Bay Area Community Resources (hereinafter "CONTRACTOR"), to provide services to OUSD as described and stated in full in the Individual Service Agreement(s).

Cumulative Amount of ISA(s) NOT TO EXCEED \$ 3,967,560.95

1.2 **This Master MOU shall include an Individual Services Agreement (hereinafter "ISA")** developed for each OUSD site CONTRACTOR is to provide services. It is understood that this Master MOU does not commit OUSD to pay for services provided by any CONTRACTOR, unless and until an authorized OUSD representative approves the service, and a Purchase Order is issued by OUSD's Procurement department and the ISA(s) are ratified by the Board of Education.

2. TERMS AND CONDITIONS

- 2.1 **Term of Agreement.** The term of this agreement shall be July 1, 2016 to August 20, 2017 and may be extended by written agreement of both parties. **ISA's are void upon termination or expiration of the Master MOU.**
- 2.2 **All terms and conditions apply jointly and severally** to all CONTRACTOR'S employees, agents, partners, subcontractors, and/or volunteers acting on behalf of, and by the direction of CONTRACTOR.
- 2.3 **Notice of Termination.** OUSD may, at any time, terminate this Agreement upon not less than thirty (30) days written notice to CONTRACTOR. OUSD shall compensate CONTRACTOR for services satisfactorily provided through the date of termination. In addition, OUSD may terminate this agreement for cause should CONTRACTOR fail to perform any part of this Agreement. In the event of termination for cause, OUSD may secure the required services from another contractor. If the cost to OUSD exceeds the cost of providing the services pursuant to this Agreement, CONTRACTOR shall pay the additional cost.
- 2.4 **Choice of Law.** This Agreement shall be performed in Oakland, CA, and is governed by the laws of the State of California.
- 2.5 **Licenses and Permits.** CONTRACTOR shall obtain and keep in force all licenses, permits, and certificates necessary for the performance of this Agreement.
- 2.6 **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.
- 2.7 **Conflict of Interest.** CONTRACTOR shall abide by and be subject to all applicable OUSD policies, regulations, statutes or other laws regarding conflict of interest. CONTRACTOR shall not hire any officer or employee of OUSD to perform any service by this Agreement without first obtaining the prior written approval of OUSD. CONTRACTOR affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between CONTRACTOR's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this Agreement, 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.

- 2.8 **Drug-Free / Smoke Free Policy.** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, CONTRACTORS, or subcontractors are to use drugs on these sites.
- 2.9 **Anti-Discrimination.** Consistent with the policy of OUSD in connection with all work performed under Contracts, CONTRACTOR 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. CONTRACTOR agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and OUSD policy. In addition, CONTRACTOR agrees to require like compliance by all its subcontractor(s).
- 2.9A **Local, Small Local and Small Local Resident Business Enterprise Program (L/SL/SLRBE).** OUSD requires a twenty percent (20%) minimum local participation requirement for all professional service contracts over the informal bidding threshold (Public Contract Code Section 20111). Contractors shall comply with the twenty percent (20%) local business participation requirement at a rate of ten percent (10%) local and 10% small local and/or small local resident business participation. Business entities must be certified by the City of Oakland in order to earn credit toward meeting the twenty percent participation requirement. A copy of the District's S/SL/SLRBE Policy can be obtained from the OUSD website: www.ousd.org
- 2.10 **Limitation of OUSD Liability.** Other than as provided in this Agreement, OUSD's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall OUSD be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
- 2.11 **CONTRACTOR costs or expenses.** OUSD shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for OUSD except as follows: None, in an amount not to exceed \$ 0.00.
- 2.12 **Liability of CONTRACTOR to correct unsatisfactory work.** The granting of any payment by OUSD, or the receipt thereof by CONTRACTOR, shall in no way lessen the liability of CONTRACTOR 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 District and in that case must be replaced by CONTRACTOR without delay.
- 2.13 **Waiver.** No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of the Agreement.
- 2.14 **Submittal of Documents.** CONTRACTOR shall not commence the Work under this Contract until CONTRACTOR has submitted and OUSD has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:
- a) Signed Agreement
 - b) Workers' Compensation Certification
 - c) Insurance Certificates and Endorsements
 - d) Fingerprinting/Criminal Background Investigation Certification (provided with invoice)
 - e) Tuberculosis Clearance – Test Showing Negative Results (provided with invoice)

- 2.15 **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
- 2.16 **Changing Legislation.** CONTRACTOR understands that changes in Federal, or state legislation or District policy may impact funding levels, grant requirements, and responsibilities of CONTRACTOR during an academic school year. This MOU may be amended during the 2016-17 fiscal year to reflect additional changes resulting from such legislation.

3. ADMINISTRATION OF MASTER MOU.

- 3.1 All notices provided for by this Master MOU shall be in writing. Notices shall be mailed or delivered by hand and shall be effective as of the date of receipt by addressee.

Contract Administrator	Michael Moore
Department	Procurement
Address	900 High Street
City, State, Zip	Oakland, CA 94601
Email	Michael.Moore@ousd.org

- 3.2 Notices to CONTRACTOR shall be addressed as indicated:

Name	Martin Weinstein
Title	CEO
Agency	Bay Area Community Resources
Address	171 Carlos Avenue
City, State, Zip	San Rafael, CA 94903
Phone	(415) 444-5580

4. AREAS OF AUTHORITY

- 4.1 **Oakland Unified School District.** The Oakland Unified School District is responsible for fiduciary and programmatic oversight for the expenditure of funds contracted to CONTRACTOR by OUSD for fiscal year 2016-2017.
- 4.2 **Independent Contractor.** This is not an employment contract. CONTRACTOR, is an independent contractor or business entity, and will be responsible for operations and management of its employees to sufficiently carry out the agreed upon Scope of Work. CONTRACTOR understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of OUSD, and are not entitled to benefits of any kind or nature normally provided or entitled to employees of OUSD, including, but not limited to, State Unemployment Compensation or Worker's Compensation. CONTRACTOR shall assume full responsibility for payment of all Federal, State, and local taxes or contributions necessary to do business in the State of California, including unemployment insurance, social security and income taxes with respect to CONTRACTOR's employees. In the performance of the work herein contemplated, CONTRACTOR is an independent contractor, with the sole authority for controlling and directing the performance of the details of the work, OUSD being interested only in the results obtained.
- 4.3 **Fiscal oversight and management.** CONTRACTOR shall be responsible for providing oversight, fiscal management, payroll services and technical assistance to its agents, employees or subcontractors. CONTRACTOR may be required to facilitate and collaborate with other service providers as necessary. CONTRACTOR agrees and understands that OUSD is responsible for fiduciary and programmatic oversight for the expenditure of the ASEP and 21st CCLC grant funds contracted to AGENCY by OUSD for fiscal year 2016-2017. CONTRACTOR will function as a sub recipient of funding and as such will follow all required fiscal guidelines and meet outlined standards as referenced in applicable Federal and State sub recipient guidelines for the federal 21st Century Community Learning Centers grant program, CFDA Number 84.287, awarded by the Office of Elementary and Secondary Education Academic Improvement and Teacher Quality Programs office. Sub recipients that receive over \$500,000 of federal funds may be required to undergo an annual audit and communicate findings to OUSD, as requested. CONTRACTOR will ensure that all contracted funds are expended as per grant guidelines.

- 4.4 **No Rights in Third Parties.** This agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
- 4.5 **Ownership of Documents.** All documents created by CONTRACTOR pursuant to this Agreement, including but not limited to reports, designs, schedules, and other materials prepared, or in the process of being prepared, for the services to be performed by CONTRACTOR, are and shall be at the time of creation and thereafter the property of the OUSD, with all intellectual property rights therein vested in the OUSD at the time of creation. The 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 CONTRACTOR or in the hands of any subcontractor upon completion or termination of the work shall be immediately delivered to the OUSD. If any materials are lost, damaged or destroyed before final delivery to the OUSD, CONTRACTOR shall replace them at its own expense and CONTRACTOR hereby assumes all risks of loss, damage or destruction of or to such materials. CONTRACTOR may retain a copy of all materials produced under this Agreement for its use in its general business activities.
- 4.6 **Copyright/Trademark/Patent/Ownership.** CONTRACTOR understands and agrees that all matters produced under this Agreement shall become the property of OUSD and cannot be used without OUSD's express written permission. OUSD shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark, and/or patent of said matter in the name of OUSD. CONTRACTOR consents to use of CONTRACTOR's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium. These matters include, without limitation, drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any other original works of authorship, or other documents prepared by CONTRACTOR or its Sub-CONTRACTORs in connection with the Services performed under this Agreement. All works shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in those works are the property of OUSD.
- 4.7 **Confidentiality.** The CONTRACTOR and all CONTRACTOR's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information and documents received. CONTRACTOR understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
- 4.8 **Contractor Changes.** CONTRACTOR may, at any time, by written order, make changes within the scope of work and services described in this Agreement. If such change(s) cause an increase or decrease in the budgeted cost of, or the time required for performance of the agreed upon work, CONTRACTOR shall so advise the OUSD immediately via the Contracts Administrator with a revised ISA. The revised ISA 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 the OUSD prior to the time that CONTRACTOR performs work or services related to the proposed adjustment in compensation. Any and all pertinent changes shall be expressed in a written supplement to this Agreement prior to implementation of such changes.
- 4.9 **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.

4.10 CONTRACTOR Qualifications / Performance of Services.

- (a) **CONTRACTOR Qualifications.** CONTRACTOR is specially trained, experienced, competent and fully licensed to provide the Services required by this Agreement in conformity with the laws and regulations of the State of California, the United States of America, and all local laws, ordinances and regulations, as they may apply.
- (b) **Standard of Care.** CONTRACTOR represents that CONTRACTOR has the qualifications and ability to perform the Services in a professional manner, without the advice, control, or supervision of OUSD. CONTRACTOR's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school Districts.

4.11 Employees or Subcontractors of CONTRACTOR. Consistent with invoicing requirements in Section 7, CONTRACTOR shall submit a list of employees or other persons who were working on the District's school sites for the period CONTRACTOR is invoicing. In the event that OUSD, in its sole discretion, at any time during the term of this Agreement, desires the removal of any CONTRACTOR related persons, employee, representative or agent from the OUSD school site and, or property, CONTRACTOR shall immediately upon receiving notice from OUSD of such desire, cause the removal of such person or persons.

4.12 OUSD's Evaluation of CONTRACTOR. and CONTRACTOR's Employees and/or Subcontractors. OUSD may evaluate the CONTRACTOR's work in any way that OUSD is entitled to do so pursuant to applicable law. The OUSD's evaluation may include, without limitation:

- (a) Requesting that OUSD employee(s) evaluate the CONTRACTOR and the CONTRACTOR's employees and subcontractors and each of their performance.
- (b) Announced and unannounced observance of CONTRACTOR, CONTRACTOR's employee(s), and/or subcontractor(s).

5. CONDUCT OF CONTRACTOR.

5.1 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. [_ \(https://www.sam.gov\)](https://www.sam.gov)

5.2 Maintain background check. CONTRACTOR certifies that all persons permitted to work on school sites or, may come in contact with children, have been cleared under California law and the Education Code.

5.3 Maintain clean, safe, and secure program environments for staff and students in conjunction with OUSD, and following OUSD guidelines. CONTRACTOR, as they view as necessary, will initiate and establish additional cleanliness, safety, and security policies and protocol sufficient to ensure staff, student and family member safety.

5.4 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.

5.5 Mandatory participation in technical assistance, training, orientation, monthly meetings and other support and resource development activities provided by the OUSD and collaborative partners in conducting program planning, implementation, and evaluation as necessary. These may include required regular meetings with the school principal or other identified designee to ensure collaboration with the school vision. Participation in meetings facilitated by OUSD to address program success, areas of concern and for general troubleshooting are also required.

5.6 Ensure compliance with funding guideline requirements and follow OUSD policies and procedures. This includes compliance with District staffing requirements and policies including No Child Left Behind and other legislative mandates.

- 5.7 **Maintain six sets of essential collaborative relationships** to ensure partnerships towards effective program implementation:
- a) Administration, faculty, and staff of OUSD
 - b) OUSD central administration departments
 - c) Parents/Guardians
 - d) Youth
 - e) Community organization and public agencies
 - f) OUSD After School Program Office

6. SCOPE OF WORK.

6.1 The attached Menu of Service outlines the specific scope of work, and is described in full and incorporated into this Master MOU. Services are ordered specifically by site as detailed in the Individual Service Agreement. Only the services detailed in the menu may be ordered by an OUSD site.

7. INVOICING.

7.1 **Updated listing of employees and their respective ATI number.** CONTRACTOR agrees as a condition of payment for services provided, CONTRACTOR will provide a complete updated listing with monthly invoices of all employees, subcontracted agencies, and volunteers, and their respective ATI number as registered with the Dept of Justice/FBI, at the site for which CONTRACTOR is providing services and invoicing OUSD.

7.2 **Submission of invoices to OUSD.** CONTRACTOR must submit invoices to OUSD in a format acceptable to OUSD and on a timely and regular basis for services rendered. Invoices must contain the following information: a) the name of the project or school site; b) a daily list of tasks/services performed; the hours (or portion of an hour) worked for each task described; and d) and an itemization of any reimbursable expenses, including receipts. All invoices shall be accompanied by the following verification statement signed by the CONTRACTOR:

I personally reviewed this invoice dated_____.

I have ensured that the invoice is correct and that the services and costs were incurred in compliance with all agreements between me and/or my firm and the Oakland Unified School District.

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. CONTRACTOR must also submit invoices according to specific invoicing deadlines as outlined by OUSD to ensure timely processing. OUSD reserves the right to reject any invoice which does not meet the requirements in this Section 7.2.

7.3 **Payment for the Work** shall be made for all undisputed amounts in monthly installment payments within forty-five (45) days after the CONTRACTOR submits an invoice to OUSD for Work actually completed and after OUSD's written approval of the Work, or the portion of the Work for which payment is to be made. All amounts paid by OUSD shall be subject to audit by OUSD.

8. INDEMNIFICATION

8.1 CONTRACTOR shall indemnify, hold harmless and defend the Oakland Unified School District, its Governing Board, State Trustee, Superintendent and each of its officers, officials, employees, volunteers and agents (hereinafter in this Section 8 collectively referred to as "the District") from any loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by the District,

CONTRACTOR 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 agreement.

8.2 CONTRACTOR obligations under the preceding shall apply jointly and severally regardless of whether the District 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 the District.

8.3 If CONTRACTOR should subcontract all or any portion of the work or activities to be performed under this agreement, CONTRACTOR shall require each subcontractor to indemnify, hold harmless and defend the District, its officers, officials, employees, volunteers or agents in accordance with the terms of the preceding paragraph.

9. INSURANCE

9.1 Throughout the life of the MOU, CONTRACTOR 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:

- a) **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.
- b) **WORKERS COMPENSATION** insurance, as required by the California Labor Code, with not less than the statutory limits.
- c) **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 CONTRACTOR. If any District property is leased, rented or borrowed, it shall also be insured the same as real property.

9.2 The above policies of insurance shall be written on forms acceptable to the Risk Manager of the Oakland Unified School District and endorsed to name the Oakland Unified School District, its officers, employees, volunteers or agents, as additional insured. Said Additional Insured endorsement shall be provided to the Oakland Unified School District prior to this Master MOU becoming valid. If at any time said policies of insurance lapse or become canceled, this agreement 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 CONTRACTOR to OUSD.

ADDITIONAL ADDENDEM(S) ATTACHED

(If this box is checked, additional terms and conditions apply.)

Yes

No

ASES / 21st CCLC PROGRAM GRANTS (Elementary / Middle)

21st CCLC ASSET GRANT (High School)

FIELD TRIPS ONLY

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

Martin Weinstein
CONTRACTOR - CEO
BAY AREA COMMUNITY RESOURCES

Date: 7/12/14

[Signature]
President, Board of Education
Oakland Unified School District

Date: 8/11/16

[Signature]
Secretary, Board of Education
Oakland Unified School District

Date: 8/11/16

OAKLAND UNIFIED SCHOOL DISTRICT
Office of General Counsel
APPROVED FOR FORM & SUBSTANCE
By: [Signature]
Marion McNeil Handy Attorney at Law

OUSD or the District verifies that the Contractor does not appear on the Excluded Parties List at www.epls.gov/eplsearch.do.

Lead Agency Unit of Service for Elementary/Middle Schools

After School Services include:

After school program set up at school site and coordination of comprehensive services to ensure ASES and 21st Century grant compliance, alignment with school day, program quality, fiscal oversight, and compliance with district policies, including contracting processes, fiscal timelines, and Legal requirements.

Delivery of high quality after school programming consisting of academic, enrichment, and recreational/physical activity components to meet grant compliance. Qualified and trained individuals and community providers with subject matter expertise and youth development experience will deliver services.

After School program will serve up to 160 students (Elementary School) and 200 (Middle School). Services will be offered daily, Monday through Friday, from August – June. Program will begin immediately at the end of the regular school day and will stay open until 6pm daily.

Qualified staff will provide program activities. Student to staff ratio will not exceed 20:1.

Alignment of after school program plan with key components of SPSA, Extended Day Model, and collaborative partnerships with students, families, school staff and community partners.

Ongoing after school professional development, training and coaching to school site staff, collaborative partners, and line staff.

Agency efforts to mobilize and leverage additional resources to enhance after school services (i.e. Volunteer Management, Bayac Americorp/Vista, Fund Development and Grant writing, and In-Kind or Match Programs).

Lead Agency Option A: Cost for Elementary School lead agency package: \$96,576

Lead Agency Option B: Cost for Middle School Lead Agency package: \$129,145

Lead Agency Unit of Service for High Schools

Description of Services:

After school program set up at school site and coordination of comprehensive services to ensure ASSETS 21st Century grant compliance, integration of extended day model and alignment with school day, program quality, operational and fiscal oversight.

Delivery of high quality after school programming consisting of academic, enrichment, recreational/physical activity, family literacy, and targeted Equitable Access services to students that are high risk and are hard to reach via general services. Qualified, trained individuals and community providers with subject matter expertise and youth development experience will deliver services. Program set-up will ensure student safety.

Services for up to 75 students at the small alternative high schools and up to 120 at the larger continuation high school(s). 15 hours plus of programming per week from September – June.

Coordination, outreach, and delivery of: Family literacy events that meet the needs of both English and Spanish speaking families; Cross-site annual events such as Lights On Music and Arts Festival, Life After High School Conference, and Basketball and Soccer Leagues.

Equitable Access services to students that are hard to reach, may include: Internships (managing student stipends, coordinating student placements and career mentors), Job Readiness, Career Exploration, Life Skills, English and Math Tutoring, and Driver's Education.

Ongoing after school professional development, training and coaching provided to school site staff, collaborative partners, and line staff.

Agency efforts to mobilize and leverage additional resources to enhance after school services (i.e. Volunteer Management, Bayac Americorp/Vista, Fund Development and Grantwriting and In-Kind or Match Programs).

Lead agency unit of service includes programmatic and operational costs.

Lead Agency Option C: Cost for Small High School Programs serving up to 75 students: \$110,000

Lead Agency Option D: Cost for Large High School Programs serving up to 120 students: \$170,000

Factors that may reduce or increase the school charge for above lead agency units:

- 1a. School opting to utilize own teachers to provide academic services, reducing the academic programming charges to the cost above.
- 1b. School opting to directly contract with a different service provider for enrichment, reducing some of the enrichment charges to the cost above.
- 1c. School opting to provide supplies in support of after school programming, reducing supply costs from the total above.
- 1d. School opting to fund School Safety Officer, reducing above costs to provide safe and secure after school environment.
- 1e. School opting to fund high school academic liaison, reducing above costs to ensure academic alignment.
- 1f. School opting to provide after school program leadership, reducing the above costs for Site Coordinator.
- 1g. Other specialty services from this menu have been selected to augment or replace some of the basic lead agency services included in package above.
- 1h. School utilizing other funds to increase level of services and/or number of students served beyond the above base unit.

Other Specialized Services

Option E: Youth Leadership and Career Exploration

Structured weekly opportunities for youth to interact with trained mentors and engage in community service projects.

Cost: \$6,000 for two sessions/week, from Sept – June; service for up to 20 youth.

Option F: Specialized CAHSEE preparation

6 week CAHSEE prep intensive: 2 hours every day with up to 3 tutors utilizing *Moving Forward Education* curriculum provided by trained mentors throughout entire school year.

Cost: \$5,720

Option G: Specialized Title 1 Services

Specialized Title 1 services will provide underprivileged children an enriched and accelerated educational program, including the use of school wide curriculum/programs or additional services such as intervention that increases the amount and quality of instructional time.

Cost: \$13,500

Option H: Day Time Academic Support

Additional academic services will be provided during the school day to the students. This may include computer instruction, tutoring, intervention or instruction of school wide curriculum.

Cost: \$13,500

Option I: Parent workshops

Specialized family events to foster parent involvement and understanding of how to provide academic support to children.

Cost: \$300 per 2-hour event, for up to 75 families

Option J: Before School Care

Specialized health and nutrition activities for student to foster healthy eating and educate them on healthy eating by providing a produce stand on a weekly basis.

Cost: \$25/hr. per staff, 180 school days at 1-2 hours a day.

Option K: Health and Wellness

Specialized health and wellness activities for students that include: Restorative Justice activities, wellness champions, behavioral health, etc.

Cost: \$6,000

Option L: Physical Fitness

Specialized physical fitness activities may include: all seasonal sport leagues (but not limited to) basketball, flag football, soccer, and track/field. It may also include: martial arts, capoeira, yoga, recreational activities, wrestling, or other physical activity as needed.

Cost: \$13,500 per activity for 10 months up to 20 students served daily per activity

Option M: Visual or Performing Arts

Specialized services may included: Drama, Studio production, Drawing/ Painting/ Murals, Video/Photography, Spoken Word, Music, Hip Hop and Social Action, Dance and Cultural Dance, Drumming and cultural music, or other Visual and Performing Art programs as needed

Cost: \$13,500 per activity for 10 months up to 20 students served daily per activity

Option N: Health & Nutrition

Specialized health and nutrition activities for students to foster healthy eating and educate them on nutrition.

Cost: \$13,500 per activity for 10 months up to 20 students served daily per activity

Option O: Full Service Community Schools

Community School Manager will provide coordination of all aspects of Community School, including developing and maintaining partnerships with outside service providers, integrating various non-academic programs at the school site (e.g. after school, mental health, parent engagement), developing parent leadership and parent education opportunities, etc.

Cost: \$60,000 for daily services for entire school year, serve entire school

BACR Mental Health Services

Mental Health Services Option P: Individual and group counseling and other mental health services, consultation with families and school personnel and limited crisis response. Approximately 25 clients served annually. Services provided by Graduate Intern for 1 ½ - 2 ½ days per week for 36 weeks. Clinical supervision provided.

Cost: \$10,000 per year

Mental Health Services Option Q & R: Individual, group and family counseling, case management and other mental health services, consultation with school personnel and crisis response. Classroom education or other school-wide interventions as needed. Services provided by Master’s level Mental Health Staff. Clinical supervision is provided.

Option Q: \$14,000 for one day per week for entire school year; 20 students Served over the course of the year.

Option R: \$70,000 for daily services for entire school year; 80 - 100 students served over the course of the year.

BACR Summer Programming

Option S: Small Summer Programming Services: Variety of services to decrease the summer learning loss of youth by providing a safe, enriching, and dynamic summer program that involves the whole family and community. Services customized to meet school and community needs, and may include: STEM activities, Physical Fitness, Enrichment activities, and/or Fieldtrips.

Cost: \$20,000 for a 4 to 6 week summer program (approximately 3-6 hours/day) for up to 80 students.

Option T: Large Summer Programming Services: Variety of services to decrease the summer learning loss of youth by providing a safe, enriching, and dynamic summer program that involves the whole family and community. Services customized to meet school and community needs, and may include: STEM activities, Physical Fitness, Enrichment activities, and/or Fieldtrips.

Cost: \$40,000 for a 4 to 6 week summer program (approximately 3-6 hours/day) for up to 60-180 students.

Additional Services for ASES/21st Century Elementary, Middle, and High Schools

Option U: Family Literacy Services: Variety of services to engage parents and support them in helping their children succeed in school. Services customized to meet school and community needs, and may include: parent workshops, parent outreach, and adult literacy support.

Services will be open to families of all students participating in ASES/21st Century after school programming. Qualified, trained individuals and/or community providers with subject matter expertise will provide services.

Cost: \$17,222

Option V: Equitable Access Services: Services customized to meet school needs, and may include: services to enhance student access to after school program; special support services for English learners and other high need students; translation services; and services to promote conflict resolution and positive program climate.

Services will complement after school programming occurring daily, September – June.

Cost: \$21,528

Option W: 21st Century Supplemental Program (Saturday and Intersession): Supplemental Saturday and Intersession project will offer services to approximately 60 – 120 1st – 8th grade students during the months of September and May. Program offerings will build and enhance students' academic skills, increase students' participation in and knowledge of health and wellness behaviors/activities, and/or provide organized sports and community games.

Cost: \$10,200

Factors that would reduce the above costs to ASES/21st Century Additional Services:

2a. School opting to provide a portion of family literacy services with own staffing and resources.

2b. School opting to provide a portion of Equitable Access services with own staffing and resources.

2c. School providing own supplies to support family literacy or equitable access services.

2d. School partnering with other providers to provide a portion of family literacy or equitable access services.

**Bay Area Community Resources Anticipated Contract Amounts
2016-2017**

<u>School</u>	<u>Funding Source</u>	<u>Amount</u>
Alliance	ASES	91,993
Alliance	21 St Century -Summer Supplemental 2017	20,000
Bridges Academy	ASES	92,170
Bunche	21 St Century- Core	58,865
Bunche	21 St Century- Equitable Access	21,528
Bunche	21 St Century- Family Literacy	17,222
Bunche	21st Century - 2015-2016 Carryover	10,000
Elmhurst Community Prep	ASES	122,454
Elmhurst Community Prep	21 St Century -Base	120,000
Elmhurst Community Prep	21 St Century -Equitable Access	21,528
Elmhurst Community Prep	21 St Century- Family Literacy	17,222
Elmhurst Community Prep	21 St Century -Summer Supplemental 2017	20,000
Emerson	ASES	93,779
Esperanza Elementary	ASES	87,570
Fruitvale Elementary	ASES	93,779
Fruitvale Elementary	School day funds	20,000
Futures Elementary	ASES	93,779
Futures Elementary	School day funds	40,000
Glenview Elementary	ASES	88,920
Glenview Elementary	unknown (before school)	65,000
Global Family	ASES	93,779
Grass Valley	ASES	93,779
Grass Valley	General Purpose	12,000
Greenleaf Elementary	ASES	82,000
Hoover Elementary	ASES	81,832
Hoover Elementary	21 St Century- Base	47,964
Howard Elementary	ASES	93,159
Howard Elementary	21 St Century -Summer Supplemental 2017	37,440
Korematsu	ASES	87,779
Lafayette Elementary	ASES	81,832
Lafayette Elementary	21 St Century- Base	75,219
Madison Middle	ASES	91,172
Madison Middle	21 St Century- Equitable Access	18,629.00
Madison Middle	21 St Century- Base	73,782.00
Madison Middle	21 St Century- Family Literacy	17,223.00
Madison Middle	21 St Century -Summer Supplemental 2017	31,600.00
Madison Middle	21 St Century- Supplemental - Saturdays	10,254.00
Markham Elementary	ASES	93,779
Markham Elementary	21 St Century -Summer Supplemental 2017	20,000
Martin Luther King Jr	ASES	93,879.00
Martin Luther King Jr	21 St Century- Base	74,834
Martin Luther King Jr	21 St Century- Summer Supplemental 2017	15,000
Martin Luther King Jr	unknown (for full service community schools)	25,000

Oakland Tech	21 St Century- Core	138,494
Oakland Tech	21 St Century- Equitable Access	18,292
Oakland Tech	21 St Century- Family Literacy	17,222
Oakland Tech	21st Century - 2015-2016 Carryover	8,000
Place @ Prescott	ASES	90,616
Place @ Prescott	21 St Century- Base	43,030
Place @ Prescott	21 St Century- Summer Supplemental 2017	15,000
Rudsdale	21 St Century- Core	97,957
Rudsdale	21 St Century- Equitable Access	21,528
Rudsdale	21 St Century- Family Literacy	17,222
Rudsdale	21st Century - 2015-2016 Carryover	15,000
Rudsdale	unknown	20,000
Sankofa Elementary	ASES	124,795
Sankofa Elementary	21 St Century- Base	80,000.00
Sankofa Elementary	21 St Century- Supplemental - Saturdays	10,200.00
Sankofa Elementary	unknown	40,000.00
Street Academy	21 St Century- Core	79,203.00
Street Academy	21 St Century- Equitable Access	21,528.00
Street Academy	21 St Century- Family Literacy	17,222.00
Street Academy	21st Century - 2015-2016 Carryover	25,000.00
Health and Wellness Project	Wellness Champions	2,000.00
	Total Above Anticipated Amount Contracted	3,450,053.00
	Additional Contracts 15% of Anticipated Amount	517507.95
	Total BACR Contract 2016-2017	3,967,560.95



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/1/2016

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

PRODUCER: Vantreo Insurance Brokerage
INSURED: Bay Area Community Resources, Inc.
CONTACT NAME: Rebecca Rountree
INSURER(S): Philadelphia Indemnity Ins Co, California Insurance Company

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.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF, POLICY EXP, LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liability, Workers Compensation, Professional Liab, and Directors & Officers.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Oakland Unified School District is named as an Additional Insured, per form PI-GLD-HS 10/11

CERTIFICATE HOLDER: Oakland Unified School District
CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.



**Bay Area
Community
Resources**

Administrative Office

171 Carlos Drive
San Rafael
California 94903-2005

Phone
415.444.5580
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415.444.5598
Website
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COO

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David Lilienstein
Christina Lee
Rob Ness
Bud Travers
Monica Vaughan
Shannon Vincent

April 20, 2016

To Whom It May Concern:

It is the Bay Area Community Resources policy to ensure to the best of our abilities that everyone we bring into our BACR programs to work with our clients are properly screened so as to minimize any risk, either physical or emotional, to the children and other clients we serve. We achieve this through FBI and DOJ fingerprint background checks on all our employees, independent contractors, subcontractors and volunteers working in our OUSD school programs. We are set up to receive subsequent arrest records. In addition, all staff must turn in a negative TB clearance before they begin working with our students.

We certify that all staff meet our staff qualifications including TB clearance, and FBI/DOJ clearance before they begin working with the students. We can provide verification upon demand from OUSD. On a monthly basis this information is submitted to our district after school programs office with our invoices, indicating ATI numbers.

Sincerely,

Marisa Ramirez
Program Director

mramirez@bacr.org



Bay Area Community Resources After School Programs

Bay Area Community Resources (BACR) is a regional nonprofit agency founded in 1976 whose mission is to promote healthy development among youth and families, encourage service and volunteerism, and build communities. BACR has provided after-school academic support, enrichment, and physical activity programming in Bay Area communities for more than 35 years; this includes partnerships with 26 schools in the Oakland Unified School District (OUSD) after school programs since 2004. Our after school programs are designed and staffed to be safe, accessible, and effective for students (and families) who are struggling due to poverty, academic and social-emotional challenges, and other life circumstances—helping them overcome obstacles and become high achieving and joyful learners and by doing so, helping to reduce the achievement gap.

- ❖ BACR is the lead community agency— managing the entire program, providing staff, and delivering services at 26 schools in Oakland, 2 in Berkeley, 16 in San Francisco, 5 in Alameda, 6 in San Rafael, 8 in Antioch, 17 in West Contra Costa County, and 11 in Mt. Diablo Unified in Contra Costa County.

OUR VALUES

- ❖ Provide children with a safe, nurturing and enjoyable environment after school.
- ❖ Integrate youth development practices into everything we do.
- ❖ Meet the needs of the schools, students, parents, and partner non-profits we serve.
- ❖ Empower youth by building confidence in their academic and social abilities
- ❖ Respect and embrace the sociocultural norms and history of the communities we serve in order improve the present, and sustain future generations.
- ❖ Give youth just, equal, and meaningful opportunities to learn, grow, and succeed.
- ❖ We like to have FUN! Take every opportunity to enjoy and celebrate our work.

PROGRAM MODEL

Academic Assistance

- ❖ **Homework support:** Students work in small groups with trained staff.
- ❖ **Academic enrichment:** Students get hands-on opportunities to master academic content, through robotics, chemistry lab, poetry slams, and creative writing workshops.
- ❖ **Academic interventions:** Students who need it get one-on-one review sessions with teachers or tutors and Supplemental Educational Services tutoring.
- ❖ **Test preparation and credit recovery:** High school students get help to graduate.

Enrichment

- ❖ Students explore their interests and build new skills. Visual and performing arts, community service, and student-led projects that promote pride, embody culturally-responsive activities, and integrate learning objectives in California Content Standards.
- ❖ Enrichment activities are tailored to each school site.

Recreation

- ❖ Students can exercise, relax, and build social skills through organized sports, cooperative games, and free time.

Showcases

- ❖ Young people get opportunities to showcase their work and share their achievements with peers and family.

EVIDENCE OF OUTCOMES

Recent Oakland elementary school surveys of youth showed positive outcomes:

Students

- ❖ I feel safe in this program. 89%
- ❖ There is an adult at this program who cares about me. 91%
- ❖ When I'm in this program, I feel good about myself. 87%
- ❖ In this program, I learn how to use my time to finish all my school work. 91%

Recent Oakland middle school surveys of youth showed positive outcomes:

Students

- ❖ In this program, there is an adult who wants me to do my best. 87%
- ❖ This program helps me to feel like a part of my school. 72%

Recent Oakland high school surveys of youth showed positive outcomes:

Students

- ❖ The adults in this program listen to what I have to say. 95%
- ❖ This program helps me learn ways to study (like reading directions). 90%
- ❖ Since coming to this program, I am better at setting goals for myself. 90%

ADVANTAGES FOR PARTNER SCHOOLS

- ❖ **Experience and Commitment.** Over 3 decades of leading after school programs.
- ❖ **Infrastructure.** A strong, well-funded organization and administrative structure.
- ❖ **Flexibility and Adaptability.** A program tailored to each school's after school goals.
- ❖ **High Quality Staff.** We select and support highly committed and professional staff.
- ❖ **Leveraged Resources.** We have the capacity to bring AmeriCorps Members into the program. BACR continuously seeks new funding and new opportunities to add value.

CONTACT US

Any location: Marty Weinstein, Executive Director, (415) 755-2321; mweinstein@bacr.org
 East Bay: Marisa Ramirez, (510) 559-3025; mramirez@bacr.org
 San Francisco and Marin County: Don Blasky (415) 755-2311; dblasky@bacr.org
 Visit our website: www.bacr.org

SAM Search Results
List of records matching your search for :

Search Term : Bay* Area* Community* Resources*
Record Status: Active

ENTITY	BAY AREA COMMUNITY RESOURCES, INC.	Status:Active
DUNS: 102947132	+4:	CAGE Code: 3VGW8 DoDAAC:
Expiration Date: Dec 7, 2016	Has Active Exclusion?: No	Delinquent Federal Debt?: No
Address: 171 CARLOS DR		
City: SAN RAFAEL	State/Province: CALIFORNIA	
ZIP Code: 94903-2005	Country: UNITED STATES	



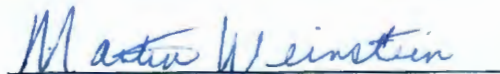
**ADDENDUM
to
Legislative File ID #16-1388
Master Memorandum of Understanding**

Bay Area Community Resources, San Rafael, CA

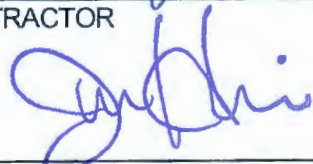
The After School Lead Agency Memorandum of Understanding (MOU) templates for both Elementary and Middle Schools and the High Schools are included as addendums to the Master MOU because they outline all the specific grant requirements for the after school funding. The Master MOU has general language, but the lead agency MOU addendums spell out in detail all the programmatic and grant-specific requirements for after school service provision.

Pursuant to Paragraph 9.2 of the Master Memorandum of Understanding, CONTRACTOR and the District further agree to all of the terms of the following lead agency Memorandum of Understanding templates for Elementary/Middle School and High School sites. The grant amounts and schools referenced in the MOU templates are found in the matrix of the Bay Area Community Resources Anticipated Contract Amounts for 2016-2017 attached to the Master MOU.

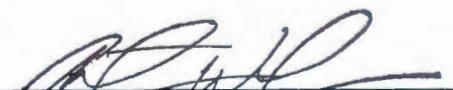
On behalf of our respective institutions or organizations, we hereby execute this Addendum to the Master Memorandum of Understanding.


CONTRACTOR

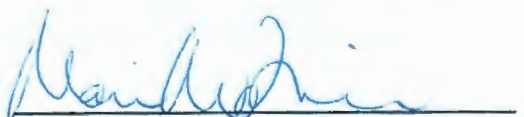
Date: 7/29/16


President, Board of Education
Oakland Unified School District

Date: 8/11/16


Secretary, Board of Education
Oakland Unified School District

Date: 8/16/16


Marion McWilliams, Co-General Counsel
Office of the General Counsel
Oakland Unified School District

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

1. **Intent.** This Memorandum of Understanding ("MOU") establishes the Oakland Unified School District's ("OUSD") intent to contract with _____ ("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 _____ under the following grants:
 - After School Education and Safety Program ("ASESP")
 - California Department of Education ("CDE") 21st Century Community Learning Center (21st CCLC)
 - Oakland Fund for Children and Youth - This MOU will also outline services provided on OUSD school grounds through the Oakland Fund for Children and Youth ("OFCY") After-School Initiative funds that shall be utilized as matching funds to CDE ASESP and 21st CCLC funds.
 - Private grants
2. **Term of MOU.** The term of this MOU shall be July 1, 2016 to August 20, 2017 and may be extended by written agreement of both parties.
3. **Termination.** OUSD may at any time terminate this MOU for any or no reason upon not less than five (5) days written notice to AGENCY. OUSD shall compensate AGENCY for services satisfactorily provided through the date of termination. In addition, OUSD may terminate this MOU for cause should AGENCY fail to perform any part of this MOU. In the event of termination for cause, OUSD may secure the required services from another contractor. If OUSD's cost of procuring services from another contractor exceeds the cost of providing the services pursuant to this MOU, AGENCY shall pay the additional cost.
4. **Compensation.** The ASESP and 21st CCLC grant award amount for _____ is \$ _____. AGENCY shall be entitled to compensation from these funds in accordance with the following terms and conditions:
 - 4.1. **Total Compensation.** Subject to the provisions of 4.2 Positive Attendance and the provisions of 4.3 Administrative Fee, AGENCY shall receive the amount of the grant award less OUSD's administrative fees and other site costs agreed to by the Site Administrator and AGENCY.
 - 4.2. **Positive Attendance.** Payment for services rendered related to the ASESP and 21st CCLC grants shall be based on actual student attendance rates (\$7.50 a day per student), not estimates, as those programs are "positive attendance based." OUSD reserves the right to modify the annual core allocation based on reported attendance. In the event that payments made to AGENCY exceed the reported attendance for the Core grant, the AGENCY will return payments to OUSD at the rate of \$7.50 a day per student. Documentation of attendance must be submitted through the OUSD/OFCY attendance systems in order for invoices for payment of services for the ASESP and 21st CCLC grants to be processed. Exhibit A (Attendance Reporting Schedule 2016-2017")
 - 4.2.1. **Reconciliation Process for Positive Attendance Based Grant Funds.** OUSD will adjust the payment of the "positive attendance based" grants based on quarterly review of monthly invoices and attendance for services rendered related to the ASESP, 21ST CCLC (Core Grant) for any adjustments resulting from the reconciliation of the attendance reports for that quarter's months. The attendance reconciliation process will assess the program's performance with respect to the required compliance with the grant mandated attendance rates. Based on the

review, financial adjustments of additional payment or additional withholding will be made. Any remaining balance(s) will be forwarded to AGENCY or OUSD. Any adjustment required in excess of the withholding will necessitate additional adjustments to future invoices and payments.

4.2.2. Administrative Charges and Reconciliation. Reconciliation process for positive attendance based grants must factor in the subtraction of administrative and other OUSD central charges, as outlined in section 4.3, from any grant amounts earned through attendance (OUSD indirect, custodial, evaluation, and After School Programs Office administrative and training/technical assistance fees).

4.3. OUSD Administrative Fees. OUSD shall charge and withhold up to 14% from the overall ASEP and 21st Century grant awards for central indirect, administrative, custodial, evaluation, and direct service training and technical assistance.

4.4. AGENCY Administrative Fees. AGENCY understands and agrees that it may not charge more than 4% of the total contract amount as administrative fees and that its administrative fees must be set at an appropriate dollar amount to keep the ASEP and 21st Century grants within the grant-mandated allowable 15% for total indirect/administrative costs. The agency administrative fees charged to the ASEP and 21st CCLC grants must be used for direct administrative costs and cannot be used for agency indirect costs. Direct administrative costs consist of expenditures for administrative activities that provide a direct benefit to the ASEP and 21st CCLC programs. Indirect costs consist of expenditures for administrative activities that are necessary for the general operation of the agency, but that cannot be tied to the ASEP and 21st CCLC programs.

4.5. Program Budget. The grant will remain as part of the site budget. Funds will be encumbered from the site budget on behalf of AGENCY for the school year 2016-2017 and will not exceed \$_____ in accordance with Exhibit B. **Exhibit B** ("ASEP/21st CCLC Planning Tool/Comprehensive After School Program Budget for AGENCY 2016-2017").

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

4.7. Program Fees. The intent of the ASEP and 21st CCLC programs is to establish local programs that offer academic assistance and enrichment for students in need of such services regardless of their ability to pay. Though it is not against the rules to charge fees for participation in programs, the CA Department of Education discourages it because it could exclude students in need from attending and taking advantage of the after school program. Fees should not create a barrier to participation in the after school program. After school services must be equally accessible to all students targeted for services regardless of their ability to pay. Programs that propose to charge fees may not prohibit any family from participating based on their inability to pay and must offer a sliding scale of fees and scholarships for those who could not otherwise afford to participate. Any income collected from fees must be used to fund program activities specified in the grant application. AGENCY shall do full accounting of fees collected, and documentation shall be kept for 5 years for auditing purposes. If AGENCY decides to charge fees, this decision shall be made collaboratively with the Site Administrator, and AGENCY shall work collaboratively with the Site Administrator and parent leaders to develop an appropriate program fee structure for the school community. AGENCY shall provide the OUSD After School Programs Office with written documentation of the program fee structure prior to charging any program fees, and shall provide OUSD with additional documentation upon request, to ensure grant compliance.

5. **Scope of Work.** AGENCY will serve as lead agency at _____, will be responsible for operations and management of the ASEP, 21st CCLC, OFCY, and private grants contracted to AGENCY by OUSD for fiscal year 2016-2017. This shall include the following required activities:

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

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

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

5.3. **Enrollment.** AGENCY will enroll _____ through _____ grade students at _____, to serve sufficient number of students and run services for a sufficient number of days to earn the full core grant allocation of funding.

5.4. **Program Requirements**

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

5.4.2. **Program Days.** The program shall be offered a minimum of 177 - 180 days during the 2016 – 2017 school year. AGENCY will close the ASEP and 21st CCLC program no more than a maximum of 3 days in the 2016-2017 school year for staff professional development, as permitted by Education Code. Programs that receive 21st CCLC Supplemental grant funds or private funding for summer shall additionally operate a sufficient number of days and hours in the summer, on weekends, and during intercession in the manner prescribed by the grant legislation and/or funder, in order to meet attendance goals required by the CA Department of Education and/or the funder

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

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

activities based upon student needs and interests. All programs must offer both enrichment and recreation/physical fitness activities as core components of the after school program and summer program.

- **Family Literacy Services.** In all programs receiving 21st CCLC grant funds, AGENCY shall assess the need for family literacy services among adult family members of the students to be served by the program. All programs will, at a minimum, either refer families to existing services or coordinate with local service providers to deliver literacy and educational development services.
- **Supplemental and Summer Services.** In all programs receiving 21st CCLC Supplemental grant funds or private funding for summer, AGENCY will provide educational and enrichment programming in the summer, on weekends, and/or during intercessions. A broad range of activities may be implemented based on local student needs and interests, and district guidelines for summer programming.
- **Middle School Sports League Activities.**
All programs participating in the Middle School Sports League must include those activities in their Program Planning tool and Program Schedule. Middle School Sports League activities, including but not limited to on and off site practices and games, are subject to the field trip policy high risk field trip activities requirements provided in this agreement. All sports participants and volunteers must have on file a completed Middle School Sports Release of Liability and Assumption of Risk prior to participation (attached hereto as Exhibit E (1)).

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

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

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

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

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

5.4.3.1.5. Provide annual training to AGENCY.

5.4.3.2. Each AGENCY participating in the Nutrition Services snack/meal/beverage program shall:

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

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

5.4.3.2.3. Ensure meal count is accurate;

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

5.4.3.2.5. Return leftovers to cafeteria;

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

5.4.3.2.7. Ensure that meals are not removed from campus

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

5.4.3.3. AGENCY will be billed at the rates immediately below, for meals by Nutrition Services under the following conditions.

5.4.3.3.1. MPW not completed and submitted by the next business day;

5.4.3.3.2. Snacks are ordered and not picked up

5.4.3.4. In addition to any applicable liability associated with audit findings. AGENCY will be charged the following for each meal that OUSD is unable to claim due to AGENCY's failure to comply with program requirements:

5.4.3.4.1. Snack: \$1.00

5.4.3.4.2. Supper: \$3.50

5.4.3.5. AGENCY will be liable for audit findings and/or assessments (See Section 12 below) that are attributable to AGENCY's failure to comply with the rules and regulations of the Nutrition Services program, including liability if reimbursement is denied Nutrition Services because of AGENCY's failure to comply with program requirements.

5.4.4. **Staff Ratio.** The staff to youth ratio shall not exceed 1:20, with no more than 20 youth for each qualified, adult staff supervisor.

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

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

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

5.5.2. **Attendance Reports.** Providing OUSD with attendance reports using the OUSD/OFCY attendance systems and maintaining required attendance records utilizing the OUSD/OFCY attendance systems, including completion of mandatory monthly reports. Original written documentation of all daily attendance records, including all daily sign in/out sheets, will be maintained by Agency for 5 years for auditing purposes.

5.5.3. **Use of Enrollment Packet.** AGENCY will use OUSD After School Program Parent Permission and Student Information enrollment packet, including early release waiver, for all after school participants. (**Exhibit C**) AGENCY will seek approval from the OUSD After School Programs Office for any modifications to the OUSD enrollment packet, in advance of distribution.

5.6. **Maintain Clean, Safe and Secure Environment.** Maintaining clean, safe, and secure program environments for staff and students in conjunction with OUSD guidelines. AGENCY, as they view necessary, will initiate and establish additional cleanliness, safety, and security policies and protocol sufficient to ensure staff, student and family member safety.

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

OUSD After School Programs Office to address program quality, program improvement and general troubleshooting.

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

- Administration, faculty, and staff of _____
- OUSD After School Programs Office
- OUSD central administration departments
- Parents/Guardians
- Youth
- Community organizations and public agencies

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

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

- AGENCY shall provide each Site Administrator and the OUSD After School Programs Office with a schedule of all after school program field trips and/or off site events and/or off site activities by the first day of each semester, and a schedule of all summer field trips and/or off site events and activities by the first day of the summer program, if AGENCY is providing summer services (**Exhibit D**)
- AGENCY hereby certifies that after school and summer program staff and/or subcontractors will comply with the following procedures for all field trips, off site events and off site activities:

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

6.1.1. a full description of the trip and scheduled activities

6.1.2. student/adult participant health information

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

6.2. After school and summer program staff or subcontractors leading trip must have a written list of students attending trip.

6.3. No student shall be prevented from making a trip due to lack of sufficient funds.

6.4. After school and summer program staff or subcontractors leading trip shall have a sufficient first aid kit in his or her possession or immediately available. If the trip is conducted in areas known to be infested with poisonous snakes, this first aid kit shall contain medically accepted snakebite remedies.

6.5. **Health Conditions/Medication:** Trip participant health information will be gathered and reviewed in advance of trip and any needed revisions to supervision plan made, including making sure that chaperones understand relevant information (eg food allergies). A plan will be developed to collect, secure, and dispense prescription medications from their original containers only and consistent with physician’s instructions.

6.6. **Supervision**

- 6.6.1. AGENCY Executive Director must review and approve supervision plan.
- 6.6.2. Trip as structured is appropriate to age, grade level and course of study.
- 6.6.3. Chaperones are all AGENCY employees or subcontractors, parent(s)/guardian(s), or other authorized chaperones and are 21 or older. After School and Summer Program Coordinators and lead trip staff are satisfied that all chaperones are willing and able to perform required duties, including understanding and implementing instructions, understanding health information for students in their group, and responding effectively in the event of an emergency. Trip attendees shall be limited to assigned school or early childhood education or after school program staff, students and authorized chaperones. Guests, including but not limited to friends and other family members, are strictly prohibited absent prior written approval of the after school program coordinator or AGENCY executive director. Before the trip, after school 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 after school and summer program or subcontractors shall ensure compliance with all state laws and may transport by the use of its own equipment, contract to provide transportation or arrange transportation by the use of other equipment to enrolled after school and summer participants provided that: (A) parent/guardians' written permission has been obtained in advance; (B) After School Program Coordinator and/or Summer Program Coordinator has confirmed that: transportation arrangements are safe and appropriate; (C) all drivers have valid California driver's license; (D) all drivers have received fingerprint clearance; (E) provided that such transport is covered under driver or registered owner's personal automobile insurance or AGENCY automobile liability insurance policy for at least \$100,000 per individual and \$300,000 per occurrence for liability for bodily injury; and \$50,000 per occurrence for liability for property damage; (F) all drivers and registered owners of private or rented vehicles used shall complete and sign declaration of driver forms assuring that: (i) the driver is at least 21 years of age and holds a current valid California driver's license;(ii) the driver has not been convicted of reckless driving or driving under the influence of drugs or alcohol within the past five years; and (iii) the driver provides proof of sufficient insurance; (G) if after school or summer program arranges and/or contracts with a third party to provide this transportation, the organization or company with whom they contract must be licensed as a transportation provider, be certified to transport students (e.g., School Pupil Activity Bus certification) and have at least \$5,000,000 automobile and \$1,000,000 General Liability insurance; (H) arrangements have been made for additional vehicle for use in event of illness or emergency; and (I) students receive instruction in safe conduct on bus or other transport; and (J) drivers shall receive safety and emergency instructions and information which shall be kept in their vehicle, including health and emergency information for each student riding in his/her vehicle.
- 6.8. AGENCY must have reasonable confirmation that all organizations involved in the trip have demonstrated expertise and exhibit reasonably safe and reputable operating procedures and business practices appropriate to student trips.

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

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

6.11.1. Definition of High Risk Activities

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

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

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

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

6.11.2. Department of Justice and FBI fingerprinting and fingerprint clearance must be obtained for all non-District employee chaperones. Chaperones who continue beyond one school year will

need to get fingerprint clearance once every three years from the time they begin chaperoning on after school program trips. Chaperones shall act in accordance with district policies, regulations and school rules. A person who is required to register as a sex offender pursuant to Penal Code 290 shall not serve as a chaperone on any field trip.

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

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

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

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

- Facility
- Program

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

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

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

6.12.3. **Swimming Activities**

6.12.3.1. Parents/guardians must provide written permission for the student to swim and must indicate the student's swimming ability. Students whose parents do not give permission for their child to swim shall be identified in advance of trip and a tracking system designed to ensure they do not enter pool or swim area.

6.12.3.2. Swimming facilities, including backyard pools, must be inspected by the AGENCY Executive Director and after school program staff before the trip is scheduled.

6.12.3.3. Owners of private pools must provide a certificate of insurance, designating OUSD and AGENCY as an additional insured, for not less than \$2,000,000 in liability coverage.

6.12.3.4. Lifeguards must be designated for all swimming activities. If lifeguards are not provided by the pool owner or operator, the AGENCY Executive Director shall ensure their presence. The AGENCY Executive Director shall ensure that lifeguards are Red Cross certified or equivalent and must be at least 21 years old. A swim test must be administered before any student is permitted in the deep end of the pool or swim area. A tracking system shall be designed in advance of trip to identify those students who have and have not passed the swim test.

6.12.3.5. The ratio of adult chaperones to students shall be at least one to ten. In grades 4-6, this ratio shall be at least one to eight. In grades K-3, this ratio shall be at least one to four.

6.12.3.6. Specific supervisory responsibilities shall be determined in advance to accommodate the varying swimming abilities of students. These responsibilities shall be clarified in writing and reviewed verbally before the trip.

6.12.3.7. Emergency procedures shall be included with written instructions to adult chaperones and staff.

6.12.3.8. Staff and chaperones assigned to supervise students must wear swim suits and know how to swim and be at each side of the pool or swim area actively monitoring students at all times.

6.12.3.9. The After School Program Coordinator and/or Summer Program Coordinator may require students to wear flotation devices, depending upon their age and swimming ability.

6.12.3.10. A buddy-system or other means of surveillance shall be arranged in advance and strictly enforced during swimming activities.

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

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

6.13.2. Should AGENCY fail to provide an original, properly completed, signed and dated East Bay Regional Park District Waiver for each trip participant as defined in Section 6.13.1 above, AGENCY agrees to hold harmless, defend and indemnify OUSD, its officers, employees, volunteers and agents from all claims and actions resulting therefrom.

7. **Financial Records.** AGENCY agrees and understands that OUSD is responsible for fiduciary and programmatic oversight for the expenditure of the ASESP and 21st CCLC grant funds contracted to AGENCY by OUSD for fiscal year 2016-2017. AGENCY will function as a sub recipient of funding and as such will follow all required fiscal guidelines and meet outlined standards as referenced in applicable Federal and State sub recipient guidelines for the federal 21st Century Community Learning Centers grant program, CFDA Number 84.287, awarded by the Office of Elementary and Secondary Education Academic Improvement and Teacher Quality Programs office. Sub recipients that receive over \$500,000 of federal funds are required to undergo an annual audit and communicate findings to OUSD, as requested. AGENCY will ensure that all contracted funds of this MOU are expended as per grant guidelines.

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

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

8. Invoicing

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

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

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 ASEP and 21st Century Grants.** For services rendered related to the ASEP and 21st CCLC grants, OUSD shall pay AGENCY, on a monthly basis, for appropriately documented expenses related to the ASEP and 21ST CCLC grants, with a cumulative total for 2016-2017 not to exceed \$_____ in accordance with the attached Exhibits to this Memorandum. Invoices for payment of services shall be submitted by the 10th of each month to the OUSD After School Programs Office, utilizing the required OUSD invoicing and staff qualifications form (**Exhibit F**). OUSD will strive to adhere to second Accounts Payable check run per the published schedule of monthly payments if invoices are submitted in accordance with the deadlines and requirements set forth in this section and the accompanying Exhibits.

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

10. Changes

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

10.2. **Changing Legislation.** AGENCY understands that changes in Federal, or state legislation or District policy may impact funding levels, grant requirements, and responsibilities of AGENCY during an academic school year. This MOU may be amended during the 2016-2017 fiscal year to reflect additional changes resulting from such legislation.

11. Conduct of Consultant

11.1. **Child Abuse and Neglect Reporting Act.** AGENCY will provide at its own expense sufficient Mandated Reporter training to all AGENCY staff, agents and volunteers at least annually within their

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

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

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

11.2.2. Fingerprinting of Agents. Current California Department of Justice (CDOJ) fingerprint clearance and FBI fingerprint clearance for each AGENCY agent working with students. AGENCY shall not permit its agents to come into contact with students until CDOJ and FBI clearance is ascertained, and AGENCY shall certify in writing to OUSD that none of its agents who may come into contact with pupils have been convicted of a violent or a serious felony. AGENCY shall further certify that it or its subcontracting agencies have received and reviewed fingerprint results for each of its agents, and Agency or its subcontracting agencies shall request and review subsequent arrest records for all agents who may come into contact with OUSD pupils in providing services to the District under this Agreement.

11.2.3. Minimum Qualifications. AGENCY staff and agents who directly supervise students and are included in the 1:20 staff to student ratio must meet the following minimum qualifications for an instructional aide: a high school diploma or its equivalency and one of the following: (a) an AA degree; or completion of 48 semester units in college; or (b) successful completion of the Instructional Assistant exam, administered by the Alameda County Office of Education. In addition, AGENCY shall provide at its own expense, First Aid and CPR Training to sufficient AGENCY staff to ensure that no less than 2 AGENCY staff members with current First Aid and CPR Training are present on site during the program each day.

11.3. Removal of Staff. In the event that OUSD, in its sole discretion, at any time during the term of this MOU, desires the removal of any AGENCY related persons, employee, representative or agent from OUSD school site and/or property, AGENCY shall immediately upon receiving notice from OUSD of such desire, cause the removal of such person or persons. In the event OUSD requests the removal of any AGENCY related persons, employee, representative or agent from OUSD school site and/or property, the OUSD site administrator shall provide to the AGENCY written, supporting rationale for the decision. OUSD After School Program Office, after conferring with Legal and the Executive Officer supporting the site, shall decide, taking all the facts and circumstances into account, if AGENCY may reassign an employee or agent to another OUSD site. Prior to the removal or change of any AGENCY staff member who is a regular part of the after school program, AGENCY shall inform the Site Administrator with as much notice as possible, and will work with the Site Administrator to ensure a smooth transition in staffing.

11.4. Conflict of Interest. AGENCY shall abide by and be subject to all applicable OUSD policies, regulations, statutes or other laws regarding conflict of interest. OUSD shall be permitted to hire an officer or employee of AGENCY for OUSD services in connection with or unrelated to this Agreement and AGENCY shall be permitted to hire any officer or employee of OUSD to perform any service by this Agreement, provided that the agreement attached hereto as Exhibit J is fully executed prior to the performance of any services by the officer or employee. AGENCY affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between AGENCY’s family, business or financial interest and the services provided under this MOU, and in the event of change in either private interest or services under this MOU, any question regarding possible conflict of interest which may arise as a result of such change will be brought to OUSD’s attention in writing.

- 11.5. **Drug-Free / Smoke Free Policy.** AGENCY understands that OUSD does not permit drugs, alcohol, and/or smoking at any time in any buildings and/or grounds on OUSD property. AGENCY agrees to adhere to this policy for its students, staff, visitors, employees and or subcontractors.
- 11.6. **Non-Discrimination.** Consistent with the policy of OUSD in connection with all work performed under Contracts, AGENCY shall not engage in unlawful discrimination in employment on the basis of actual or perceived race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex or sexual orientation. AGENCY agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and OUSD policy. In addition, AGENCY agrees to require like compliance by all its subcontractor(s).
- 11.7. **Bullying.** The District's Board of Education recognizes the harmful effects of bullying on student learning, school attendance and participation in after school programs. In order to have a safe environments that protect students from physical and emotional harm, AGENCY shall establish student safety as a high priority and shall not tolerate bullying of any student. AGENCY shall adopt a policy expressly against harassment, intimidation, and bullying.
- 11.8. **Restorative Justice (RJ) and Positive Behavioral Interventions and Supports (PBIS).** As a part of the District's commitment to eliminate disproportionality in discipline affecting African American male students, the District has initiated Restorative Justice and PBIS programs at many school sites. AGENCY is encouraged to learn more about these programs at school sites and work with District Staff to implement programs in the after school programs that support positive school climate.
12. **Indemnification.** AGENCY shall indemnify, hold harmless and defend OUSD and each of its officers, officials, employees, volunteers and agents from any loss, liability, audit fines, assessments, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by OUSD, AGENCY or any other person and from any claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of performance of this MOU. AGENCY's obligations under the preceding sentence shall apply jointly and severally regardless of whether OUSD or any of its officers, officials, employees, volunteers or agents are actively or passively negligent, but shall not apply to any loss of liability, fines, penalties, forfeitures, costs or damages caused solely by the active negligence or by the willful misconduct of OUSD. If AGENCY should subcontract all or any portion of the work or activities to be performed under this MOU, AGENCY shall require each subcontractor to indemnify, hold harmless and defend OUSD, its officers, officials, employees, volunteers or agents in accordance with the terms of the preceding paragraph.
13. **Insurance.** Throughout the life of the MOU, AGENCY shall pay for and maintain in full force and effect with an insurance company(s) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A/VII" in Best Insurance Rating Guide, the following policies of insurance:
- 13.1. **Commercial General Liability** insurance which shall include contractual, products and completed operations, corporal punishment and sexual misconduct and harassment coverage, and bodily injury and property damage liability insurance with combined single limits of not less than \$1,000,000 per occurrence.
- 13.2. **Worker's Compensation** insurance, as required by the California Labor Code, with not less than the statutory limits.
- 13.3. **Property and Fire** insurance shall provide to protect: Real Property, against risk of direct loss, commonly known as Special Form and Fire Legal Liability, to protect against liability for portions of premises leased or rented; Business Personal Property, to protect on a Broad Form, named peril

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

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

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

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

OAKLAND UNIFIED SCHOOL DISTRICT

AGENCY

<input type="checkbox"/> President, Board of Education	_____	Date
<input type="checkbox"/> State Administrator	_____	
<input type="checkbox"/> Superintendent	_____	
Secretary, Board of Education	_____	Date
Deputy Chief Community Schools and Student Services Dept.	_____	Date
Principal	_____	Date
Network Superintendent	_____	Date
Chief Academic Officer	_____	Date

Agency Director Signature	_____	Date

Print Name, Title		

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

Exhibit A

Attendance Reporting Schedule

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

Exhibit B

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

(Template distributed separately)

INSERT HERE



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

PARENT PERMISSION AND STUDENT INFORMATION - ELEMENTARY AND MIDDLE SCHOOLS

I give my child permission to participate in the 2016-17 OUSD After School Program.

Name of School: Parent Signature: Date:

Student's Name Grade Date of Birth

Parent/Guardian Name (Please print) Email Address

Home Address City Zip

Home Phone Work Phone Cell Phone

EMERGENCY CONTACT INFORMATION

In case of emergency please contact:

Name Relationship Phone: work/home/cell

Does your child have health coverage? Yes No

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

Name of Child's Doctor Telephone

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

Parent/Guardian Name Signature Date

RELEASE OF LIABILITY

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

Parent/Guardian Signature: _____ Date _____

STUDENT RELEASE/ PICK UP POLICY

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

Parent/Guardian/Caretaker Signature _____ Date _____

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

Name/Relationship _____ Phone Numbers: Home/Work/Cell _____

Name/Relationship _____ Phone Numbers: Home/Work/Cell _____

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

PERMISSION TO EVALUATE PROGRAMS AND TRACK STUDENT PROGRESS

I give permission for the After School Program Staff and any designated evaluation consultant to review my child's school data (including but not limited to test scores, report cards, attendance, other performance indices, and demographic data), and input my child's data into the after school database for the purpose of providing targeted support and academic instruction and assessing the effectiveness of the After School Program. I also give permission for After School Program staff and any designated evaluation consultant to monitor my child's progress and to require my child to complete evaluation surveys for the purpose of determining program effectiveness.

_____ Parent/Guardian Signature

PHOTO/VIDEO RELEASE

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

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

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

_____ Parent/Guardian Signature

Program Policies

___ I understand that my child is expected to participate fully in the after school program:

- ❖ **Elementary School** students are expected to participate every day until 6pm, for a total of 15 hours per week.
- ❖ **Middle School** students are expected to participate at least 3 days per week until 6pm, for a minimum total of 9 hours per week.

___ I understand that eligible students who can fully participate in the program have priority enrollment. If my child cannot fully participate, my child may lose his/her spot in the program.

___ I understand that my child (in 2nd grade or higher) must sign in to program on a daily basis, and my child or a parent/guardian must sign out of program daily.

___ I understand that some OUSD after school programs may charge fees on a sliding scale in order to serve more students and provide more services. I understand that no child who is eligible for the program will be denied enrollment due to a family's inability to pay program fees.

_____ Parent/Guardian Signature

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

Students who are able to participate fully in the after school program every day until 6pm have priority for enrollment.

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

1. **Intent.** This Memorandum of Understanding ("MOU") establishes the Oakland Unified School District's ("OUSD") intent to contract with _____ ("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 _____ under the following grants:
 - After School Education and Safety Program ("ASESP")
 - California Department of Education ("CDE") 21st Century Community Learning Center (21st CCLC)
 - Oakland Fund for Children and Youth - This MOU will also outline services provided on OUSD school grounds through the Oakland Fund for Children and Youth ("OFCY") After-School Initiative funds that shall be utilized as matching funds to CDE ASEP and 21st CCLC funds.
 - Private grants
2. **Term of MOU.** The term of this MOU shall be July 1, 2016 to August 20, 2017 and may be extended by written agreement of both parties.
3. **Termination.** OUSD may at any time terminate this MOU for any or no reason upon not less than five (5) days written notice to AGENCY. OUSD shall compensate AGENCY for services satisfactorily provided through the date of termination. In addition, OUSD may terminate this MOU for cause should AGENCY fail to perform any part of this MOU. In the event of termination for cause, OUSD may secure the required services from another contractor. If OUSD's cost of procuring services from another contractor exceeds the cost of providing the services pursuant to this MOU, AGENCY shall pay the additional cost.
4. **Compensation.** The ASEP and 21st CCLC grant award amount for _____ is \$ _____. AGENCY shall be entitled to compensation from these funds in accordance with the following terms and conditions:
 - 4.1. **Total Compensation.** Subject to the provisions of 4.2 Positive Attendance and the provisions of 4.3 Administrative Fee, AGENCY shall receive the amount of the grant award less OUSD's administrative fees and other site costs agreed to by the Site Administrator and AGENCY.
 - 4.2. **Positive Attendance.** Payment for services rendered related to the ASEP and 21st CCLC grants shall be based on actual student attendance rates (\$7.50 a day per student), not estimates, as those programs are "positive attendance based." OUSD reserves the right to modify the annual core allocation based on reported attendance. In the event that payments made to AGENCY exceed the reported attendance for the Core grant, the AGENCY will return payments to OUSD at the rate of \$7.50 a day per student. Documentation of attendance must be submitted through the OUSD/OFCY attendance systems in order for invoices for payment of services for the ASEP and 21st CCLC grants to be processed. Exhibit A (Attendance Reporting Schedule 2016-2017")
 - 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 21st Century grant awards for central indirect, administrative, custodial, evaluation, and direct service training and technical assistance.

4.4. AGENCY Administrative Fees. AGENCY understands and agrees that it may not charge more than 4% of the total contract amount as administrative fees and that its administrative fees must be set at an appropriate dollar amount to keep the ASEP and 21st Century grants within the grant-mandated allowable 15% for total indirect/administrative costs. The agency administrative fees charged to the ASEP and 21st CCLC grants must be used for direct administrative costs and cannot be used for agency indirect costs. Direct administrative costs consist of expenditures for administrative activities that provide a direct benefit to the ASEP and 21st CCLC programs. Indirect costs consist of expenditures for administrative activities that are necessary for the general operation of the agency, but that cannot be tied to the ASEP and 21st CCLC programs.

4.5. Program Budget. The grant will remain as part of the site budget. Funds will be encumbered from the site budget on behalf of AGENCY for the school year 2016-2017 and will not exceed \$_____ in accordance with Exhibit B. **Exhibit B** ("ASEP/21st CCLC Planning Tool/Comprehensive After School Program Budget for AGENCY 2016-2017").

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

4.7. Program Fees. The intent of the ASEP and 21st CCLC programs is to establish local programs that offer academic assistance and enrichment for students in need of such services regardless of their ability to pay. Though it is not against the rules to charge fees for participation in programs, the CA Department of Education discourages it because it could exclude students in need from attending and taking advantage of the after school program. Fees should not create a barrier to participation in the after school program. After school services must be equally accessible to all students targeted for services regardless of their ability to pay. Programs that propose to charge fees may not prohibit any family from participating based on their inability to pay and must offer a sliding scale of fees and scholarships for those who could not otherwise afford to participate. Any income collected from fees must be used to fund program activities specified in the grant application. AGENCY shall do full accounting of fees collected, and documentation shall be kept for 5 years for auditing purposes. If AGENCY decides to charge fees, this decision shall be made collaboratively with the Site Administrator, and AGENCY shall work collaboratively with the Site Administrator and parent leaders to develop an appropriate program fee structure for the school community. AGENCY shall provide the OUSD After School Programs Office with written documentation of the program fee structure prior to charging any program fees, and shall provide OUSD with additional documentation upon request, to ensure grant compliance.

5. **Scope of Work.** AGENCY will serve as lead agency at _____, will be responsible for operations and management of the ASEP, 21st CCLC, OFCY, and private grants contracted to AGENCY by OUSD for fiscal year 2016-2017. This shall include the following required activities:

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

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

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

5.3. **Enrollment.** AGENCY will enroll _____ through _____ grade students at _____, to serve sufficient number of students and run services for a sufficient number of days to earn the full core grant allocation of funding.

5.4. **Program Requirements**

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

5.4.2. **Program Days.** The program shall be offered a minimum of 177 - 180 days during the 2016 – 2017 school year. AGENCY will close the ASEP and 21st CCLC program no more than a maximum of 3 days in the 2016-2017 school year for staff professional development, as permitted by Education Code. Programs that receive 21st CCLC Supplemental grant funds or private funding for summer shall additionally operate a sufficient number of days and hours in the summer, on weekends, and during intercession in the manner prescribed by the grant legislation and/or funder, in order to meet attendance goals required by the CA Department of Education and/or the funder

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

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

activities based upon student needs and interests. All programs must offer both enrichment and recreation/physical fitness activities as core components of the after school program and summer program.

- **Family Literacy Services.** In all programs receiving 21st CCLC grant funds, AGENCY shall assess the need for family literacy services among adult family members of the students to be served by the program. All programs will, at a minimum, either refer families to existing services or coordinate with local service providers to deliver literacy and educational development services.
- **Supplemental and Summer Services.** In all programs receiving 21st CCLC Supplemental grant funds or private funding for summer, AGENCY will provide educational and enrichment programming in the summer, on weekends, and/or during intercessions. A broad range of activities may be implemented based on local student needs and interests, and district guidelines for summer programming.
- **Middle School Sports League Activities.**
All programs participating in the Middle School Sports League must include those activities in their Program Planning tool and Program Schedule. Middle School Sports League activities, including but not limited to on and off site practices and games, are subject to the field trip policy high risk field trip activities requirements provided in this agreement. All sports participants and volunteers must have on file a completed Middle School Sports Release of Liability and Assumption of Risk prior to participation (attached hereto as Exhibit E (1)).

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

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

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

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

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

5.4.3.1.5. Provide annual training to AGENCY.

5.4.3.2. Each AGENCY participating in the Nutrition Services snack/meal/beverage program shall:

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

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

5.4.3.2.3. Ensure meal count is accurate;

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

5.4.3.2.5. Return leftovers to cafeteria;

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

5.4.3.2.7. Ensure that meals are not removed from campus

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

5.4.3.3. AGENCY will be billed at the rates immediately below, for meals by Nutrition Services under the following conditions.

5.4.3.3.1. MPW not completed and submitted by the next business day;

5.4.3.3.2. Snacks are ordered and not picked up

5.4.3.4. In addition to any applicable liability associated with audit findings. AGENCY will be charged the following for each meal that OUSD is unable to claim due to AGENCY's failure to comply with program requirements:

5.4.3.4.1. Snack: \$1.00

5.4.3.4.2. Supper: \$3.50

5.4.3.5. AGENCY will be liable for audit findings and/or assessments (See Section 12 below) that are attributable to AGENCY's failure to comply with the rules and regulations of the Nutrition Services program, including liability if reimbursement is denied Nutrition Services because of AGENCY's failure to comply with program requirements.

5.4.4. **Staff Ratio.** The staff to youth ratio shall not exceed 1:20, with no more than 20 youth for each qualified, adult staff supervisor.

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

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

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

5.5.2. **Attendance Reports.** Providing OUSD with attendance reports using the OUSD/OFCY attendance systems and maintaining required attendance records utilizing the OUSD/OFCY attendance systems, including completion of mandatory monthly reports. Original written documentation of all daily attendance records, including all daily sign in/out sheets, will be maintained by Agency for 5 years for auditing purposes.

5.5.3. **Use of Enrollment Packet.** AGENCY will use OUSD After School Program Parent Permission and Student Information enrollment packet, including early release waiver, for all after school participants. (**Exhibit C**) AGENCY will seek approval from the OUSD After School Programs Office for any modifications to the OUSD enrollment packet, in advance of distribution.

5.6. **Maintain Clean, Safe and Secure Environment.** Maintaining clean, safe, and secure program environments for staff and students in conjunction with OUSD guidelines. AGENCY, as they view necessary, will initiate and establish additional cleanliness, safety, and security policies and protocol sufficient to ensure staff, student and family member safety.

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

OUSD After School Programs Office to address program quality, program improvement and general troubleshooting.

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

- Administration, faculty, and staff of _____
- OUSD After School Programs Office
- OUSD central administration departments
- Parents/Guardians
- Youth
- Community organizations and public agencies

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

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

- AGENCY shall provide each Site Administrator and the OUSD After School Programs Office with a schedule of all after school program field trips and/or off site events and/or off site activities by the first day of each semester, and a schedule of all summer field trips and/or off site events and activities by the first day of the summer program, if AGENCY is providing summer services (**Exhibit D**)
- AGENCY hereby certifies that after school and summer program staff and/or subcontractors will comply with the following procedures for all field trips, off site events and off site activities:

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

6.1.1. a full description of the trip and scheduled activities

6.1.2. student/adult participant health information

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

6.2. After school and summer program staff or subcontractors leading trip must have a written list of students attending trip.

6.3. No student shall be prevented from making a trip due to lack of sufficient funds.

6.4. After school and summer program staff or subcontractors leading trip shall have a sufficient first aid kit in his or her possession or immediately available. If the trip is conducted in areas known to be infested with poisonous snakes, this first aid kit shall contain medically accepted snakebite remedies.

6.5. **Health Conditions/Medication:** Trip participant health information will be gathered and reviewed in advance of trip and any needed revisions to supervision plan made, including making sure that chaperones understand relevant information (eg food allergies). A plan will be developed to collect, secure, and dispense prescription medications from their original containers only and consistent with physician's instructions.

6.6. **Supervision**

- 6.6.1. AGENCY Executive Director must review and approve supervision plan.
- 6.6.2. Trip as structured is appropriate to age, grade level and course of study.
- 6.6.3. Chaperones are all AGENCY employees or subcontractors, parent(s)/guardian(s), or other authorized chaperones and are 21 or older. After School and Summer Program Coordinators and lead trip staff are satisfied that all chaperones are willing and able to perform required duties, including understanding and implementing instructions, understanding health information for students in their group, and responding effectively in the event of an emergency. Trip attendees shall be limited to assigned school or early childhood education or after school program staff, students and authorized chaperones. Guests, including but not limited to friends and other family members, are strictly prohibited absent prior written approval of the after school program coordinator or AGENCY executive director. Before the trip, after school 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 after school and summer program or subcontractors shall ensure compliance with all state laws and may transport by the use of its own equipment, contract to provide transportation or arrange transportation by the use of other equipment to enrolled after school and summer participants provided that: (A) parent/guardians' written permission has been obtained in advance; (B) After School Program Coordinator and/or Summer Program Coordinator has confirmed that: transportation arrangements are safe and appropriate; (C) all drivers have valid California driver's license; (D) all drivers have received fingerprint clearance; (E) provided that such transport is covered under driver or registered owner's personal automobile insurance or AGENCY automobile liability insurance policy for at least \$100,000 per individual and \$300,000 per occurrence for liability for bodily injury; and \$50,000 per occurrence for liability for property damage; (F) all drivers and registered owners of private or rented vehicles used shall complete and sign declaration of driver forms assuring that: (i) the driver is at least 21 years of age and holds a current valid California driver's license;(ii) the driver has not been convicted of reckless driving or driving under the influence of drugs or alcohol within the past five years; and (iii) the driver provides proof of sufficient insurance; (G) if after school or summer program arranges and/or contracts with a third party to provide this transportation, the organization or company with whom they contract must be licensed as a transportation provider, be certified to transport students (e.g., School Pupil Activity Bus certification) and have at least \$5,000,000 automobile and \$1,000,000 General Liability insurance; (H) arrangements have been made for additional vehicle for use in event of illness or emergency; and (I) students receive instruction in safe conduct on bus or other transport; and (J) drivers shall receive safety and emergency instructions and information which shall be kept in their vehicle, including health and emergency information for each student riding in his/her vehicle.
- 6.8. AGENCY must have reasonable confirmation that all organizations involved in the trip have demonstrated expertise and exhibit reasonably safe and reputable operating procedures and business practices appropriate to student trips.

- 6.9. Vendor is licensed to provide all proposed activities.
- 6.10. All after school program student participants on field trips, off site events or activities must be covered by medical or accident insurance.
- 6.10.1. OUSD will secure at its own expense limited student accident insurance coverage to assist in payment of eligible student medical expenses incurred by parent/guardians due to student accidents during the after school program. This coverage will be secondary to any primary medical insurance for which student participants are eligible. All accidents or injuries to student participants must be reported via email to ousdincidents@ccmsi.com by After School Program staff within one business day of occurrence. After School Program staff will immediately refer parent/guardians seeking payment of medical expenses under student accident coverage to OUSD's designated accident insurance representative.
- 6.11. **ADDITIONAL REQUIREMENTS FOR HIGH RISK, OVERNIGHT, OUT OF STATE TRIPS:**
- 6.11.1. **Definition of High Risk Activities**
- 6.11.1.1. Because of concerns about the risk to student safety, the after school program coordinator shall not permit the following activities on campus or during AGENCY sponsored after school or summer program trips, events and activities unless the activity is properly supervised, students wear protective gear as appropriate, and each participant has medical or accident insurance coverage:
- Amusement Parks
 - Interscholastic Athletic Activities
 - Bicycle riding
 - Circus Arts
 - Hiking (Moderate to rigorous terrain or length) vs short nature "walks"
 - Hang gliding
 - Horseback riding
 - Ice Skating
 - In-line or Roller Skating
 - Rock climbing, climbing walls
 - Skateboarding or use of non-motorized scooters
 - Snow sports of any kind
 - Trampoline; Jumpers
 - Motorcycling
 - Rodeo
 - Target Shooting
 - Water Activities including but not limited to: swimming, snorkeling, scuba diving, sailing, boating, kayaking, river rafting, water slides, water skiing etc.
 - Outdoor active, experiential programs (Ropes course, pulley, etc.)
 - Other activities determined by the school principal to have a high risk to student safety
- 6.11.1.2. The cost of limited student accident insurance coverage for student accidents during such activities shall be borne by OUSD.
- 6.11.1.3. Students who operate or ride as a passenger on a bicycle, non-motorized scooter or skateboard upon a street, bikeway or any other public bicycle path or trail shall wear a properly fitted and fastened bicycle helmet that meets the standards of law. Students also shall be required to wear such helmets while wearing in-line or roller skates.
- 6.11.2. Department of Justice and FBI fingerprinting and fingerprint clearance must be obtained for all non-District employee chaperones. Chaperones who continue beyond one school year will

need to get fingerprint clearance once every three years from the time they begin chaperoning on after school program trips. Chaperones shall act in accordance with district policies, regulations and school rules. A person who is required to register as a sex offender pursuant to Penal Code 290 shall not serve as a chaperone on any field trip.

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

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

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

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

- Facility
- Program

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

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

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

6.12.3. **Swimming Activities**

6.12.3.1. Parents/guardians must provide written permission for the student to swim and must indicate the student's swimming ability. Students whose parents do not give permission for their child to swim shall be identified in advance of trip and a tracking system designed to ensure they do not enter pool or swim area.

6.12.3.2. Swimming facilities, including backyard pools, must be inspected by the AGENCY Executive Director and after school program staff before the trip is scheduled.

6.12.3.3. Owners of private pools must provide a certificate of insurance, designating OUSD and AGENCY as an additional insured, for not less than \$2,000,000 in liability coverage.

6.12.3.4. Lifeguards must be designated for all swimming activities. If lifeguards are not provided by the pool owner or operator, the AGENCY Executive Director shall ensure their presence. The AGENCY Executive Director shall ensure that lifeguards are Red Cross certified or equivalent and must be at least 21 years old. A swim test must be administered before any student is permitted in the deep end of the pool or swim area. A tracking system shall be designed in advance of trip to identify those students who have and have not passed the swim test.

6.12.3.5. The ratio of adult chaperones to students shall be at least one to ten. In grades 4-6, this ratio shall be at least one to eight. In grades K-3, this ratio shall be at least one to four.

6.12.3.6. Specific supervisory responsibilities shall be determined in advance to accommodate the varying swimming abilities of students. These responsibilities shall be clarified in writing and reviewed verbally before the trip.

6.12.3.7. Emergency procedures shall be included with written instructions to adult chaperones and staff.

6.12.3.8. Staff and chaperones assigned to supervise students must wear swim suits and know how to swim and be at each side of the pool or swim area actively monitoring students at all times.

6.12.3.9. The After School Program Coordinator and/or Summer Program Coordinator may require students to wear flotation devices, depending upon their age and swimming ability.

6.12.3.10. A buddy-system or other means of surveillance shall be arranged in advance and strictly enforced during swimming activities.

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

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

6.13.2. Should AGENCY fail to provide an original, properly completed, signed and dated East Bay Regional Park District Waiver for each trip participant as defined in Section 6.13.1 above, AGENCY agrees to hold harmless, defend and indemnify OUSD, its officers, employees, volunteers and agents from all claims and actions resulting therefrom.

7. **Financial Records.** AGENCY agrees and understands that OUSD is responsible for fiduciary and programmatic oversight for the expenditure of the ASESP and 21st CCLC grant funds contracted to AGENCY by OUSD for fiscal year 2016-2017. AGENCY will function as a sub recipient of funding and as such will follow all required fiscal guidelines and meet outlined standards as referenced in applicable Federal and State sub recipient guidelines for the federal 21st Century Community Learning Centers grant program, CFDA Number 84.287, awarded by the Office of Elementary and Secondary Education Academic Improvement and Teacher Quality Programs office. Sub recipients that receive over \$500,000 of federal funds are required to undergo an annual audit and communicate findings to OUSD, as requested. AGENCY will ensure that all contracted funds of this MOU are expended as per grant guidelines.

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

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

8. Invoicing

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

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

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 ASEP and 21st Century Grants.** For services rendered related to the ASEP and 21st CCLC grants, OUSD shall pay AGENCY, on a monthly basis, for appropriately documented expenses related to the ASEP and 21ST CCLC grants, with a cumulative total for 2016-2017 not to exceed \$_____ in accordance with the attached Exhibits to this Memorandum. Invoices for payment of services shall be submitted by the 10th of each month to the OUSD After School Programs Office, utilizing the required OUSD invoicing and staff qualifications form (**Exhibit F**). OUSD will strive to adhere to second Accounts Payable check run per the published schedule of monthly payments if invoices are submitted in accordance with the deadlines and requirements set forth in this section and the accompanying Exhibits.
9. **Ownership of Documents.** AGENCY agrees that, pursuant to California law, it shall maintain program and fiscal documentation for the ASEP and 21st CCLC programs for a minimum of five years. All documents created by AGENCY pursuant to this MOU, including but not limited to reports, designs, schedules, registration packets, early release waivers, and other materials prepared, or in the process of being prepared, for the services to be performed by AGENCY, are and shall be at the time of creation and thereafter the property of OUSD, with all intellectual property rights therein vested in OUSD at the time of creation. OUSD shall be entitled to access to and copies of these materials during the progress of the work. Any such materials in the hands of AGENCY or in the hands of any subcontractor upon completion or termination of the work shall be immediately delivered to OUSD. If any materials are lost, damaged or destroyed before final delivery to OUSD, AGENCY shall replace them at its own expense and AGENCY hereby assumes all risks of loss, damage or destruction of or to such materials. AGENCY may retain a copy of all materials produced under this MOU for its use in its general business activities.

10. Changes

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

11. Conduct of Consultant

- 11.1. **Child Abuse and Neglect Reporting Act.** AGENCY will provide at its own expense sufficient Mandated Reporter training to all AGENCY staff, agents and volunteers at least annually within their

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

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

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

11.2.2. Fingerprinting of Agents. Current California Department of Justice (CDOJ) fingerprint clearance and FBI fingerprint clearance for each AGENCY agent working with students. AGENCY shall not permit its agents to come into contact with students until CDOJ and FBI clearance is ascertained, and AGENCY shall certify in writing to OUSD that none of its agents who may come into contact with pupils have been convicted of a violent or a serious felony. AGENCY shall further certify that it or its subcontracting agencies have received and reviewed fingerprint results for each of its agents, and Agency or its subcontracting agencies shall request and review subsequent arrest records for all agents who may come into contact with OUSD pupils in providing services to the District under this Agreement.

11.2.3. Minimum Qualifications. AGENCY staff and agents who directly supervise students and are included in the 1:20 staff to student ratio must meet the following minimum qualifications for an instructional aide: a high school diploma or its equivalency and one of the following: (a) an AA degree; or completion of 48 semester units in college; or (b) successful completion of the Instructional Assistant exam, administered by the Alameda County Office of Education. In addition, AGENCY shall provide at its own expense, First Aid and CPR Training to sufficient AGENCY staff to ensure that no less than 2 AGENCY staff members with current First Aid and CPR Training are present on site during the program each day.

11.3. Removal of Staff. In the event that OUSD, in its sole discretion, at any time during the term of this MOU, desires the removal of any AGENCY related persons, employee, representative or agent from OUSD school site and/or property, AGENCY shall immediately upon receiving notice from OUSD of such desire, cause the removal of such person or persons. In the event OUSD requests the removal of any AGENCY related persons, employee, representative or agent from OUSD school site and/or property, the OUSD site administrator shall provide to the AGENCY written, supporting rationale for the decision. OUSD After School Program Office, after conferring with Legal and the Executive Officer supporting the site, shall decide, taking all the facts and circumstances into account, if AGENCY may reassign an employee or agent to another OUSD site. Prior to the removal or change of any AGENCY staff member who is a regular part of the after school program, AGENCY shall inform the Site Administrator with as much notice as possible, and will work with the Site Administrator to ensure a smooth transition in staffing.

11.4. Conflict of Interest. AGENCY shall abide by and be subject to all applicable OUSD policies, regulations, statutes or other laws regarding conflict of interest. OUSD shall be permitted to hire an officer or employee of AGENCY for OUSD services in connection with or unrelated to this Agreement and AGENCY shall be permitted to hire any officer or employee of OUSD to perform any service by this Agreement, provided that the agreement attached hereto as Exhibit J is fully executed prior to the performance of any services by the officer or employee. AGENCY affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between AGENCY’s family, business or financial interest and the services provided under this MOU, and in the event of change in either private interest or services under this MOU, any question regarding possible conflict of interest which may arise as a result of such change will be brought to OUSD’s attention in writing.

- 11.5. **Drug-Free / Smoke Free Policy.** AGENCY understands that OUSD does not permit drugs, alcohol, and/or smoking at any time in any buildings and/or grounds on OUSD property. AGENCY agrees to adhere to this policy for its students, staff, visitors, employees and or subcontractors.
- 11.6. **Non-Discrimination.** Consistent with the policy of OUSD in connection with all work performed under Contracts, AGENCY shall not engage in unlawful discrimination in employment on the basis of actual or perceived race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex or sexual orientation. AGENCY agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and OUSD policy. In addition, AGENCY agrees to require like compliance by all its subcontractor(s).
- 11.7. **Bullying.** The District's Board of Education recognizes the harmful effects of bullying on student learning, school attendance and participation in after school programs. In order to have a safe environments that protect students from physical and emotional harm, AGENCY shall establish student safety as a high priority and shall not tolerate bullying of any student. AGENCY shall adopt a policy expressly against harassment, intimidation, and bullying.
- 11.8. **Restorative Justice (RJ) and Positive Behavioral Interventions and Supports (PBIS).** As a part of the District's commitment to eliminate disproportionality in discipline affecting African American male students, the District has initiated Restorative Justice and PBIS programs at many school sites. AGENCY is encouraged to learn more about these programs at school sites and work with District Staff to implement programs in the after school programs that support positive school climate.
12. **Indemnification.** AGENCY shall indemnify, hold harmless and defend OUSD and each of its officers, officials, employees, volunteers and agents from any loss, liability, audit fines, assessments, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by OUSD, AGENCY or any other person and from any claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of performance of this MOU. AGENCY's obligations under the preceding sentence shall apply jointly and severally regardless of whether OUSD or any of its officers, officials, employees, volunteers or agents are actively or passively negligent, but shall not apply to any loss of liability, fines, penalties, forfeitures, costs or damages caused solely by the active negligence or by the willful misconduct of OUSD. If AGENCY should subcontract all or any portion of the work or activities to be performed under this MOU, AGENCY shall require each subcontractor to indemnify, hold harmless and defend OUSD, its officers, officials, employees, volunteers or agents in accordance with the terms of the preceding paragraph.
13. **Insurance.** Throughout the life of the MOU, AGENCY shall pay for and maintain in full force and effect with an insurance company(s) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A/VII" in Best Insurance Rating Guide, the following policies of insurance:
- 13.1. **Commercial General Liability** insurance which shall include contractual, products and completed operations, corporal punishment and sexual misconduct and harassment coverage, and bodily injury and property damage liability insurance with combined single limits of not less than \$1,000,000 per occurrence.
- 13.2. **Worker's Compensation** insurance, as required by the California Labor Code, with not less than the statutory limits.
- 13.3. **Property and Fire** insurance shall provide to protect: Real Property, against risk of direct loss, commonly known as Special Form and Fire Legal Liability, to protect against liability for portions of premises leased or rented; Business Personal Property, to protect on a Broad Form, named peril

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

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

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

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

OAKLAND UNIFIED SCHOOL DISTRICT

AGENCY

<input type="checkbox"/> President, Board of Education	_____	Date
<input type="checkbox"/> State Administrator	_____	
<input type="checkbox"/> Superintendent	_____	
Secretary, Board of Education	_____	Date
Deputy Chief Community Schools and Student Services Dept.	_____	Date
Principal	_____	Date
Network Superintendent	_____	Date
Chief Academic Officer	_____	Date

Agency Director Signature	_____	Date

Print Name, Title		

Attachments:

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

Exhibit A

Attendance Reporting Schedule

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

Exhibit B

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

(Template distributed separately)

INSERT HERE



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

PARENT PERMISSION AND STUDENT INFORMATION - ELEMENTARY AND MIDDLE SCHOOLS

I give my child permission to participate in the 2016-17 OUSD After School Program.

Name of School: _____ Parent Signature: _____ Date: _____

Student's Name _____ Grade _____ Date of Birth _____

Parent/Guardian Name (Please print) _____ Email Address _____

Home Address _____ City _____ Zip _____

Home Phone _____ Work Phone _____ Cell Phone _____

EMERGENCY CONTACT INFORMATION

In case of emergency please contact:

Name _____ Relationship _____ Phone: work/home/cell _____

Does your child have health coverage? _____ Yes _____ No

Name of Medical Insurance _____ Policy/ Insurance # _____ Primary Insured's Name _____

Name of Child's Doctor _____ Telephone _____

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

Parent/Guardian Name _____ Signature _____ Date _____

RELEASE OF LIABILITY

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

Parent/Guardian Signature: _____ Date _____

STUDENT RELEASE/ PICK UP POLICY

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

Parent/Guardian/Caretaker Signature _____ Date _____

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

Name/Relationship _____ Phone Numbers: Home/Work/Cell _____

Name/Relationship _____ Phone Numbers: Home/Work/Cell _____

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

PERMISSION TO EVALUATE PROGRAMS AND TRACK STUDENT PROGRESS

I give permission for the After School Program Staff and any designated evaluation consultant to review my child's school data (including but not limited to test scores, report cards, attendance, other performance indices, and demographic data), and input my child's data into the after school database for the purpose of providing targeted support and academic instruction and assessing the effectiveness of the After School Program. I also give permission for After School Program staff and any designated evaluation consultant to monitor my child's progress and to require my child to complete evaluation surveys for the purpose of determining program effectiveness.

_____ Parent/Guardian Signature

PHOTO/VIDEO RELEASE

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

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

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

_____ Parent/Guardian Signature

Program Policies

___ I understand that my child is expected to participate fully in the after school program:

- ❖ **Elementary School** students are expected to participate every day until 6pm, for a total of 15 hours per week.
- ❖ **Middle School** students are expected to participate at least 3 days per week until 6pm, for a minimum total of 9 hours per week.

___ I understand that eligible students who can fully participate in the program have priority enrollment. If my child cannot fully participate, my child may lose his/her spot in the program.

___ I understand that my child (in 2nd grade or higher) must sign in to program on a daily basis, and my child or a parent/guardian must sign out of program daily.

___ I understand that some OUSD after school programs may charge fees on a sliding scale in order to serve more students and provide more services. I understand that no child who is eligible for the program will be denied enrollment due to a family's inability to pay program fees.

_____ Parent/Guardian Signature

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

Students who are able to participate fully in the after school program every day until 6pm have priority for enrollment.

Based on the OUSD Early Release Policy, families can request Early Release of their child from the after school program for any of the following reasons:

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

School Site: _____

Name of Program: _____

Name of Student: _____

Grade: _____

I request early release of my child from the After School Program at _____ o'clock p.m.
(please check reason)

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

As parent/guardian, I hereby release and discharge the Oakland Unified School District and its officers, employees, agents and volunteers from all claims for injury, illness, death, loss or damage arising from my child's' early release from the After School Program.



Signature of Parent/Guardian

Date

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

FOR STUDENTS AGES ____ AND OLDER ONLY

School Site: _____

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.

As parent/guardian, I hereby release and discharge the Oakland Unified School District and its officers, employees, agents, and volunteers from all claims for injury, illness, death, loss or damage as a result of 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.



Signature of Parent/Guardian

Date

**OUSD After School Programs
2016-2017
Student Health Form**

School Site: _____

STUDENT INFORMATION

Student's Name _____ Date of Birth _____

Grade in 2016-17 _____ 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 # _____

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:

<input type="checkbox"/> Severe Allergy to: _____	<input type="checkbox"/> Student has Epi-pen 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

Medications needed during the school day: _____

Medications needed after school hours: _____

Medical Management Plan and Separate Emergency Medication during After School Program:

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

See your School Nurse/Health Services for more information.

Authorization to treat minor:

I give permission for the after school staff to administer medication that my child may require during the after school program.

In the event that I, or other parent/guardian, cannot be contacted, I hereby give permission to the after school program staff to secure proper treatment for my daughter/son/ward.

Date: _____ Parent or 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!

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

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

Contact Information:			
Site Name		Lead Agency Name	
Name of Contact Person		Email	
Telephone		Fax	

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

Fall Semester- August 22, 2016 to January 27, 2017
 Spring Semester- January 30, 2017 to June 9, 2017
 Summer Program (Specify dates: _____ to _____)

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

Site Coordinator Signature _____ Date _____

Lead Agency Director Signature _____ Date _____

Site Administrator Signature _____ Date _____

EAST BAY REGIONAL PARK DISTRICT

WAIVER AND RELEASE OF LIABILITY AND INDEMNITY AGREEMENT

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

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

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

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

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

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

Participant's Name _____
(Print)

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

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

EBRPD Waiver - Swim Use
Rev. 3/09

Exhibit 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 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 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, 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

(COMPLETE INFORMATION ON BOTH SIDES)

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)

Exhibit F

INVOICING AND STAFF QUALIFICATIONS FORM 2016-2017

Basic Directions

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

1. Employee, agent or subcontractor name.
2. ATI #. This is the fingerprint clearance number assigned by the Department of Justice.
3. Current TB Clearance. Current means within the last 4 years. This documentation should be maintained in Lead Agency files.
4. IA Requirement. No Child Left Behind Law requires that any staff who directly supervise students and are included in the 20:1 student-to-adult ratio meet the IA requirement. This documentation should be maintained in Lead Agency files.

Agency Information

Agency Name		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

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

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

- ◆ All 21st Century and/or ASES invoices 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 1st through the 30th or 31st.
- ◆ Contractor, Agency, Site Coordinator, and Principal signatures must be secured prior to submission of invoices to the After School Programs Office. All of these signatures must be originals.
- ◆ Invoices for the month are generally due in the After School Programs Office by 5:00 p.m. on the 10th of the following month. This is not a steadfast rule; for example, the invoice for November 1-30th is due in our office on the 9th of December (the 10th is a Saturday). **Invoices that are submitted after the due dates listed below will be processed the following monthly invoicing period.**

The tentative schedule for OUSD payments is anticipated as follows:

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

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

Exhibit G (2)



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

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

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

Paying OUSD Certificated Employees (Teachers)

- ◆ Academic Liaisons should submit a Paid Inservice form and Extended Contract teachers should submit a "Request for Extended Contract" IN ADVANCE to approve all projected work to be completed, using appropriate Budget Org Key (Object Code usually -1120 or -1122)
- ◆ **The FIRST submission of the Paid Inservice/Extended Contract paperwork must be accompanied by a timesheet in order to be processed by OUSD Payroll. No payment will be rendered until timesheets are submitted to our office.**
- ◆ Have Employee sign Extended Contract & ALL Time Sheets
- ◆ Have Principal approve and sign Paid Inservice/Extended Contract & ALL Time Sheets
- ◆ Please be sure to submit ORIGINALS of all documents
- ◆ Please use only ONE SIDED Time Sheets
- ◆ Deliver to OUSD After School Programs Office — All 21st Century and/or ASES Paid Inservice/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 is \$25.82/hr.**
- ◆ **Union Contract rate for Academic Liaisons is \$33.58/hr.**
- ◆ Once the Paid In-service form or Request for Extended Contract has been submitted and approved, only timesheets are required to be submitted for subsequent payments.

Paid In-service/Extended Contract Timesheets Due to After School Programs Office on the following anticipated dates:	OUSD Anticipated Payroll Issue Dates ***Please note: Allow 45 days processing time for the first submission. Future submissions take approximately 2 weeks .***
September 30, 2016	October 14, 2016
October 31, 2016	November 15, 2016
November 30, 2016	December 15, 2016
December 16, 2016	January 13, 2017
January 31, 2017	February 13, 2017
February 28, 2017	March 15, 2017
March 30, 2017	April 14, 2017
April 28, 2017	May 15, 2017
May 31, 2017	June 15, 2017
June 9, 2017	June 30, 2017

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

Exhibit G (3)



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

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

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

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

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

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

INSERT HERE

Exhibit I

Statement of Qualifications

INSERT HERE

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

Secretary, Board of Education

AGENCY

EMPLOYEE

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

1. **Intent.** This Memorandum of Understanding ("MOU") establishes the Oakland Unified School District's ("OUSD") intent to contract with _____ ("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 _____ under the following grants:
 - California Department of Education ("CDE") 21st Century High School ASSETS Program ("ASSETS Core Grant")
 - California Department of Education ("CDE") 21st Century Direct Access Grant ("Direct Access")
 - California Department of Education ("CDE") 21st Century Family Literacy Grant ("Family Literacy")
2. **Term of MOU.** The term of this MOU shall be July 1, 2016 to August 20, 2017 and may be extended by written agreement of both parties.
3. **Termination.** OUSD may at any time terminate this MOU for any or no reason upon not less than five (5) days written notice to AGENCY. OUSD shall compensate AGENCY for services satisfactorily provided through the date of termination. In addition, OUSD may terminate this MOU for cause should AGENCY fail to perform any part of this MOU. In the event of termination for cause, OUSD may secure the required services from another contractor. If OUSD's cost of procuring services from another contractor exceeds the cost of providing the services pursuant to this MOU, AGENCY shall pay the additional cost.
4. **Compensation.** The 21st Century ASSETS Core Grant, Family Literacy, and Direct Access grant award amount for _____ is \$_____. AGENCY shall be entitled to compensation from these funds in accordance with the following terms and conditions:
 - 4.1. **Total Compensation.** Subject to the provisions of 4.2 Positive Attendance and the provisions of 4.3 Administrative Fee, AGENCY shall receive the amount of the grant award less OUSD's administrative fees and other site costs agreed to by the Site Administrator and AGENCY.
 - 4.2. **Positive Attendance.** Payment for services rendered related to the ASSETS Core Grant shall be based on actual student attendance rates (\$10.00 a day per student), not estimates, as those programs are "positive attendance based." OUSD reserves the right to modify the annual core allocation based on reported attendance. In the event that payments made to AGENCY exceed the reported attendance for the Core grant, the AGENCY will return payments to OUSD at the rate of \$10.00 a day per student. Documentation of attendance must be submitted through the OUSD/OFCY attendance systems in order for invoices for payment of services for the ASSETS Core Grant to be processed. (**Exhibit A - Attendance Reporting Schedule 2016-2017**).
 - 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 ASSETS 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 21st Century ASSETS Core Grant, Family Literacy grant, and Direct Access grant for central indirect, administrative, custodial, evaluation, and direct service training and technical assistance costs.

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 21st Century ASSETS Core Grant, Family Literacy grant, and Direct Access grant within the grant-mandated allowable 15% for total indirect/administrative costs. The agency administrative fees charged to the 21st Century ASSETS Core Grant, Family Literacy grant, and Direct Access grant 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 21st Century ASSETS program. 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 21st Century ASSETS program.

4.5. Program Budget. The grant will remain as part of the site budget. Funds will be encumbered from the site budget on behalf of AGENCY for the school year 2016-2017 and will not exceed \$_____ in accordance with **Exhibit B** ("21st CCLC After School Program Plan" and "After School Budget Planning Spreadsheet").

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.

4.7. Program Fees. The intent of the 21st Century ASSETS program is to establish local programs that offer academic assistance and enrichment for students in need of such services regardless of their ability to pay. Though it is not against the rules to charge fees for participation in programs, the CA Department of Education discourages it because it could exclude students in need from attending and taking advantage of the after school program. Fees should not create a barrier to participation in the after school program. After school services must be equally accessible to all students targeted for services regardless of their ability to pay. Programs that propose to charge fees may not prohibit any family from participating based on their inability to pay and must offer a sliding scale of fees and scholarships for those who could not otherwise afford to participate. Any income collected from fees must be used to fund program activities specified in the grant application. AGENCY shall do full accounting of fees collected, and documentation shall be kept for 5 years for auditing purposes. If AGENCY decides to charge fees, this decision shall be made collaboratively with the Site Administrator, and AGENCY shall work collaboratively with the Site Administrator and parent leaders to develop an appropriate program fee structure for the school community. AGENCY shall provide the OUSD After School Programs Office with written documentation of the program fee structure prior to charging any program fees, and shall provide OUSD with additional documentation upon request, to ensure grant compliance.

5. Scope of Work. AGENCY will serve as lead agency at _____, will be responsible for operations and management of the 21st Century ASSETS Core Grant, Family

Literacy grant, and Direct Access grant contracted to AGENCY by OUSD for fiscal year 2016-2017. This shall include the following required activities:

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

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

5.2. **Oversight.** AGENCY will provide oversight, fiscal management, payroll services, technical assistance, and facilitation of collaboration with other service providers. Agency must ensure compliance with 21st Century ASSETS Core, Family Literacy, and Direct Access 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 9th through 12th grade students at _____, 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.** Consistent with the 21st Century ASSETS program requirements, AGENCY agrees to operate a minimum of 15 hours per week. This may include after school only OR after school and any combination of before school, weekends, summer intersession and vacation.

5.4.2. **Program Days.** AGENCY shall offer a program for a minimum of 177-180 days during the 2016 – 2017 school year.

5.4.2.1. **Attendance Targets.** AGENCY will operate the program for a sufficient number of days during the 2016 – 2017 school year to ensure that student attendance targets are met. This can include Summer Session.

5.4.2.2. **Program Closure.** AGENCY will close the ASSETS program no more than a maximum of 3 days in the 2016-17 school year for staff professional development, as permitted by Education Code.

5.4.3. Program Components

5.4.3.1. AGENCY shall provide programming that supports the guidelines as outlined in the ASSETS Core Grant for students at _____. AGENCY understands that the ASSETS program has three required elements that must be offered in every funded program: academic assistance, enrichment, and family literacy services. AGENCY understands that the academic and enrichment elements must provide additional support for pupils and be coordinated with the regular academic program requirements, standards-aligned curriculum and instructional materials, and assessments of pupil progress. AGENCY agrees to provide programming consistent with grant guidelines, including, but not limited to:

5.4.3.1.1. **Academic Assistance.** ASSETS programs will include tutoring, homework assistance, and Credit Recovery in their academic assistance element. The assistance will be aligned with the regular academic programs of the students and will assist them in meeting state and local academic achievement standards in core academic subjects, such as reading, mathematics, and science.

- 5.4.3.1.2. **Enrichment.** Each ASSETs program will provide an enrichment element that offers participating students a broad array of additional services, programs, and activities designed to reinforce and complement the regular academic program. Services will be actively coordinated with the students' regular high school day program. It is strongly encouraged that programs include an Internship Program to develop Career Skills. In particular, the enrichment element activities must be developed in alignment with appropriate California content standards and standards-aligned instructional materials, related California curriculum frameworks, and other research-based practices.
- 5.4.3.1.3. **Family Literacy Services.** AGENCY shall assess the need for family literacy services among adult family members of the high school 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.
- 5.4.3.2. **Equitable Access Programming.** AGENCY shall include a component for students at _____ to support full access to program components.
- 5.4.3.3. **Family Literacy Programming.** AGENCY shall offer a component for guardians, parents, and caretakers of students at _____ which includes parent workshop and training on a variety of topics including supporting youth academically, college and career readiness, and adult literacy development.
- 5.4.3.4. **Snacks/Supper/Beverages:** AGENCY shall meet Federal and State meal and snack requirements and all meals and snacks must be provided by OUSD Nutrition Services department. Nutrition Services shall:
- 5.4.3.4.1. Provide meals and beverages that meet State and Federal standards;
 - 5.4.3.4.2. Provide the number of meals and beverages requested by AGENCY unless/until Nutrition Services determines that AGENCY's participation is lower than the snack/meal/beverage count provided by the AGENCY, in which case, the number will be adjusted;
 - 5.4.3.4.3. Provide all supplies including utensils, napkins, forks, required;
 - 5.4.3.4.4. Support compliance by AGENCY with required State and Federal administrative requirements;
 - 5.4.3.4.5. Provide annual training to AGENCY.
- 5.4.3.5. Each AGENCY participating in the Nutrition Services snack/meal/beverage program shall:
- 5.4.3.5.1. Attend annual training. In the event that the person responsible for snack distribution changes, AGENCY will make arrangements with Nutrition Services for training of new employees or representative of the AGENCY;
 - 5.4.3.5.2. Complete After School Snack and Supper Menu Production Worksheets (MPW) on a daily basis;
 - 5.4.3.5.3. Ensure meal count is accurate;
 - 5.4.3.5.4. Submit completed MPW to cafeteria staff by the next business day;
 - 5.4.3.5.5. Return leftovers to cafeteria;
 - 5.4.3.5.6. Ensure that only students are served and receive food from the program;
 - 5.4.3.5.7. Ensure that meals are not removed from campus

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

5.4.3.6. AGENCY will be billed at the rates immediately below, for meals by Nutrition Services under the following conditions.

5.4.3.6.1. MPW not completed and submitted by the next business day;

5.4.3.6.2. Snacks are ordered and not picked up

5.4.3.7. 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:

5.4.3.7.1. Snack: \$1.00

5.4.3.7.2. Supper: \$3.50

5.4.3.8. AGENCY will be liable for audit findings and/or assessments (See Section 12 below) that are attributable to AGENCY's failure to comply with the rules and regulations of the Nutrition Services program, including liability if reimbursement is denied Nutrition Services because of AGENCY's failure to comply with program requirements.

5.4.4. **Staff Ratio.** The staff to youth ratio shall not exceed 1:20, with no more than 20 youth for each qualified, adult staff supervisor.

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

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

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

5.5.2. **Attendance Reports.** Providing OUSD with attendance reports using the OUSD/OFCY attendance systems and maintaining required attendance records utilizing the OUSD/OFCY attendance systems, including completion of mandatory monthly reports. Original written documentation of all daily attendance records, including all daily sign in/out sheets, will be maintained by AGENCY for 5 years for auditing purposes.

5.5.3. **Use of Enrollment Packet.** AGENCY will use OUSD After School Program Parent Permission and Student Information enrollment packet, including early release waiver, for all after school participants. (**Exhibit C**) AGENCY will seek approval from the OUSD After School Programs Office for any modifications to the OUSD enrollment packet, in advance of distribution.

5.6. **Maintain Clean, Safe and Secure Environment.** Maintaining clean, safe, and secure program environments for staff and students in conjunction with OUSD guidelines. AGENCY, as they view necessary, will initiate and establish additional cleanliness, safety, and security policies and protocol sufficient to ensure staff, student and family member safety.

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

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

- Administration, faculty, and staff of _____
- OUSD After School Programs Office
- OUSD central administration departments
- Parents/Guardians
- Youth
- Community organizations and public agencies

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

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

- AGENCY shall provide each Site Administrator and the OUSD After School Programs Office with a schedule of all after school program field trips and/or off site events and/or off site activities by the first day of each semester, and a schedule of all summer field trips and/or off site events and activities by the first day of the summer program, if AGENCY is providing summer services (**Exhibit D**).
- AGENCY hereby certifies that after school and summer program staff and/or subcontractors will comply with the following procedures for all field trips, off site events and off site activities:

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

6.1.1. a full description of the trip and scheduled activities

6.1.2. student/adult participant health information

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

6.2. After school and summer program staff or subcontractors leading trip must have a written list of students attending trip.

6.3. No student shall be prevented from making a trip due to lack of sufficient funds.

6.4. After school and summer program staff or subcontractors leading trip shall have a sufficient first aid kit in his or her possession or immediately available. If the trip is conducted in areas known to be infested with poisonous snakes, this first aid kit shall contain medically accepted snakebite remedies.

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

6.10.1. OUSD will secure at its own expense limited student accident insurance coverage to assist in payment of eligible student medical expenses incurred by parent/guardians due to student accidents during the after school program. This coverage will be secondary to any primary medical insurance for which student participants are eligible. All accidents or injuries to student participants must be reported via email to ousdincidents@ccmsi.com by After School Program staff within one business day of occurrence. After School Program staff will immediately refer parent/guardians seeking payment of medical expenses under student accident coverage to OUSD's designated accident insurance representative.

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

6.11.1. Definition of High Risk Activities

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

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

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

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

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

6.11.3. No chaperone shall be assigned to provide supervision or instruction of students unless he/she has submitted evidence of an examination within the past 60 days to determine that

he/she is free of active tuberculosis. Chaperones whose skin test negative shall thereafter be required to take tuberculosis test every four years or sooner if deemed necessary by AGENCY.

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

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

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

- Facility
- Program

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

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

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

6.12.3. Swimming Activities

6.12.3.1. Parents/guardians must provide written permission for the student to swim and must indicate the student's swimming ability. Students whose parents do not give permission for their child to swim shall be identified in advance of trip and a tracking system designed to ensure they do not enter pool or swim area.

6.12.3.2. Swimming facilities, including backyard pools, must be inspected by the AGENCY Executive Director and after school program staff before the trip is scheduled.

6.12.3.3. Owners of private pools must provide a certificate of insurance, designating OUSD and AGENCY as an additional insured, for not less than \$2,000,000 in liability coverage.

6.12.3.4. Lifeguards must be designated for all swimming activities. If lifeguards are not provided by the pool owner or operator, the AGENCY Executive Director shall ensure their presence. The AGENCY Executive Director shall ensure that lifeguards are Red Cross certified or equivalent and must be at least 21 years old. A swim test must be administered before any student is permitted in the deep end of the pool or swim area. A tracking system shall be designed in advance of trip to identify those students who have and have not passed the swim test.

6.12.3.5. The ratio of adult chaperones to students shall be at least one to ten. In grades 4-6, this ratio shall be at least one to eight. In grades K-3, this ratio shall be at least one to four.

6.12.3.6. Specific supervisory responsibilities shall be determined in advance to accommodate the varying swimming abilities of students. These responsibilities shall be clarified in writing and reviewed verbally before the trip.

6.12.3.7. Emergency procedures shall be included with written instructions to adult chaperones and staff.

6.12.3.8. Staff and chaperones assigned to supervise students must wear swim suits and know how to swim and be at each side of the pool or swim area actively monitoring students at all times.

6.12.3.9. The After School Program Coordinator and/or Summer Program Coordinator may require students to wear flotation devices, depending upon their age and swimming ability.

6.12.3.10. A buddy-system or other means of surveillance shall be arranged in advance and strictly enforced during swimming activities.

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

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

6.13.2. Should AGENCY fail to provide an original, properly completed, signed and dated East Bay Regional Park District Waiver for each trip participant as defined in Section 6.13.1 above, AGENCY agrees to hold harmless, defend and indemnify OUSD, its officers, employees, volunteers and agents from all claims and actions resulting therefrom.

7. **Financial Records.** AGENCY agrees and understands that OUSD is responsible for fiduciary and programmatic oversight for the expenditure of 21st Century ASSETS Core Grant, Direct Access, and Family Literacy grant funds contracted to AGENCY by OUSD for fiscal year 2016-2017. AGENCY will function as a sub recipient of funding and as such will follow all required fiscal guidelines and meet outlined standards as referenced in applicable Federal and State sub recipient guidelines for the federal 21st Century Community Learning Centers grant program, CFDA Number 84.287, awarded by the Office of Elementary and Secondary Education Academic Improvement and Teacher Quality Programs office. Sub recipients that receive over \$500,000 of federal funds are required to undergo an annual audit and to 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 21st Century ASSETS, Family Literacy, and Direct Access grants 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 21st Century Core Grant, Direct Access, or Family Literacy grant 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 ASEP and 21st Century Grants.** For services rendered related to the 21st Century ASSETS grants, OUSD shall pay AGENCY, on a monthly basis, for appropriately

documented expenses related to the 21st Century ASSETS grants, with a cumulative total for 2016-17 not to exceed \$_____ in accordance with the attached Exhibits to this Memorandum. Invoices for payment of services shall be submitted by the 10th of each month to the OUSD After School Programs Office, utilizing the required OUSD invoicing and staff qualifications form (**Exhibit F**). OUSD will strive to adhere to second Accounts Payable check run per the published schedule of monthly payments if invoices are submitted in accordance with the deadlines and requirements set forth in this section and the accompanying Exhibits.

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

10. Changes

- 10.1. **Agency Changes.** AGENCY may, at any time, by written order, make changes consistent with Section 5 Scope of Work of this MOU. If such changes cause an increase or decrease in the budgeted cost of or the time required for performance of the agreed upon work, an equitable adjustment as mutually agreed shall be made in the limit on compensation as set forth in Section 4 or in the time of required performance as set forth in Section 5.4, or both. In the event that AGENCY encounters any unanticipated conditions or contingencies that may affect the scope of work or services and result in an adjustment in the amount of compensation specified herein, AGENCY shall so advise OUSD immediately upon notice of such condition or contingency. The written notice shall explain the circumstances giving rise to the unforeseen condition or contingency and shall set forth the proposed adjustment in compensation. Such notice shall be given to OUSD prior to the time that AGENCY performs work or services related to the proposed adjustment in compensation. Any and all pertinent changes shall be expressed in a written amendment to this MOU and signed by OUSD prior to AGENCY's implementation of such changes.
- 10.2. **Changing Legislation.** AGENCY understands that changes in Federal, or state legislation or District policy may impact funding levels, grant requirements, and responsibilities of AGENCY during an academic school year. This MOU may be amended during the 2016-17 fiscal year to reflect additional changes resulting from such legislation.

11. Conduct of Consultant

- 11.1. **Child Abuse and Neglect Reporting Act.** AGENCY will provide at its own expense sufficient Mandated Reporter training to all AGENCY staff, agents and volunteers at least annually within their first month working with OUSD students and comply with the Child Abuse and Neglect Reporting Act (CANRA) guidelines as Mandated Reporters to report suspicions of possible child abuse to the appropriate reporting agency as stated in California Penal Code § 11164 – 11174.
- 11.2. **Staff Requirements.** AGENCY will adhere to the following staff requirements for each AGENCY "agent", including employees, staff of subcontracting agencies, and volunteers. AGENCY will provide OUSD with evidence of staff qualifications, consistent with invoicing requirements outlined in Section 8.3 which include:
- 11.2.1. **Tuberculosis Screening.** Current documentation of negative TB Test (PPD) on file for each AGENCY agent working with students.

- 11.2.2. Fingerprinting of Agents.** Current California Department of Justice (CDOJ) fingerprint clearance and FBI fingerprint clearance for each AGENCY agent working with students. AGENCY shall not permit its agents to come into contact with students until CDOJ and FBI clearance is ascertained, and AGENCY shall certify in writing to OUSD that none of its agents who may come into contact with pupils have been convicted of a violent or a serious felony. AGENCY shall further certify that it or its subcontracting agencies have received and reviewed fingerprint results for each of its agents, and Agency or its subcontracting agencies shall request and review subsequent arrest records for all agents who may come into contact with OUSD pupils in providing services to the District under this Agreement.
- 11.2.3. Minimum Qualifications.** AGENCY staff and agents who directly supervise students and are included in the 1:20 staff to student ratio must meet the following minimum qualifications for an instructional aide: a high school diploma or its equivalency and one of the following: (a) an AA degree; or completion of 48 semester units in college; or (b) successful completion of the Instructional Assistant exam, administered by the Alameda County Office of Education. In addition, AGENCY shall provide at its own expense, First Aid and CPR Training to sufficient AGENCY staff to ensure that no less than 2 AGENCY staff members with current First Aid and CPR Training are present on site during the program each day.
- 11.3. Removal of Staff.** In the event that OUSD, in its sole discretion, at any time during the term of this MOU, desires the removal of any AGENCY related persons, employee, representative or agent from OUSD school site and/or property, AGENCY shall immediately upon receiving notice from OUSD of such desire, cause the removal of such person or persons. In the event OUSD requests the removal of any AGENCY related persons, employee, representative or agent from OUSD school site and/or property, the OUSD site administrator shall provide to the AGENCY written, supporting rationale for the decision. OUSD After School Program Office, after conferring with Legal and the Executive Officer supporting the site, shall decide, taking all the facts and circumstances into account, if AGENCY may reassign an employee or agent to another OUSD site. Prior to the removal or change of any AGENCY staff member who is a regular part of the after school program, AGENCY shall inform the Site Administrator with as much notice as possible, and will work with the Site Administrator to ensure a smooth transition in staffing.
- 11.4. Conflict of Interest.** AGENCY shall abide by and be subject to all applicable OUSD policies, regulations, statutes or other laws regarding conflict of interest. OUSD shall be permitted to hire an officer or employee of AGENCY for OUSD services in connection with or unrelated to this Agreement and AGENCY shall be permitted to hire any officer or employee of OUSD to perform any service by this Agreement, provided that the agreement attached hereto as Exhibit J is fully executed prior to the performance of any services by the officer or employee. AGENCY affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between AGENCY's family, business or financial interest and the services provided under this MOU, and in the event of change in either private interest or services under this MOU, any question regarding possible conflict of interest which may arise as a result of such change will be brought to OUSD's attention in writing.
- 11.5. Drug-Free / Smoke Free Policy.** AGENCY understands that OUSD does not permit drugs, alcohol, and/or smoking at any time in any buildings and/or grounds on OUSD property. AGENCY agrees to adhere to this policy for its students, staff, visitors, employees and or subcontractors.
- 11.6. Non-Discrimination.** Consistent with the policy of OUSD in connection with all work performed under Contracts, AGENCY shall not engage in unlawful discrimination in employment on the basis of actual or perceived race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex or sexual orientation. AGENCY agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and OUSD policy. In addition, AGENCY agrees to require like compliance by all its subcontractor(s).
- 11.7. Bullying.** The District's Board of Education recognizes the harmful effects of bullying on student learning, school attendance and participation in after school programs. In order to have a safe

environments that protect students from physical and emotional harm, AGENCY shall establish student safety as a high priority and shall not tolerate bullying of any student. AGENCY shall adopt a policy expressly against harassment, intimidation, and bullying.

- 11.8. **Restorative Justice (RJ) and Positive Behavioral Interventions and Supports (PBIS).** As a part of the District's commitment to eliminate disproportionality in discipline affecting African American male students, the District has initiated Restorative Justice and PBIS programs at many school sites. AGENCY is encouraged to learn more about these programs at school sites and work with District Staff to implement programs in the after school programs that support positive school climate.
12. **Indemnification.** AGENCY shall indemnify, hold harmless and defend OUSD and each of its officers, officials, employees, volunteers and agents from any loss, liability, audit fines, assessments, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by OUSD, AGENCY or any other person and from any claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of performance of this MOU. AGENCY's obligations under the preceding sentence shall apply jointly and severally regardless of whether OUSD or any of its officers, officials, employees, volunteers or agents are actively or passively negligent, but shall not apply to any loss of liability, fines, penalties, forfeitures, costs or damages caused solely by the active negligence or by the willful misconduct of OUSD. If AGENCY should subcontract all or any portion of the work or activities to be performed under this MOU, AGENCY shall require each subcontractor to indemnify, hold harmless and defend OUSD, its officers, officials, employees, volunteers or agents in accordance with the terms of the preceding paragraph.
13. **Insurance.** Throughout the life of the MOU, AGENCY shall pay for and maintain in full force and effect with an insurance company(s) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A/VII" in Best Insurance Rating Guide, the following policies of insurance:
- 13.1. **Commercial General Liability** insurance which shall include contractual, products and completed operations, corporal punishment and sexual misconduct and harassment coverage, and bodily injury and property damage liability insurance with combined single limits of not less than \$1,000,000 per occurrence.
- 13.2. **Worker's Compensation** insurance, as required by the California Labor Code, with not less than the statutory limits.
- 13.3. **Property and Fire** insurance shall provide to protect: Real Property, against risk of direct loss, commonly known as Special Form and Fire Legal Liability, to protect against liability for portions of premises leased or rented; Business Personal Property, to protect on a Broad Form, named peril bases, for all furniture, equipment and supplies of AGENCY. If any OUSD property is leased, rented or borrowed, it shall also be insured the same as real property.
- The above policies of insurance shall be written on forms acceptable to the Risk Manager of OUSD and endorsed to name the OUSD, its officers, employees, volunteers or agents, as additional insured. Said Additional Insured endorsement shall be provided to OUSD upon AGENCY's execution of this MOU and before work commence under this MOU. If at any time said policies of insurance lapse or become canceled, this MOU shall become void. The acceptance by OUSD of the above-required insurance does not serve to limit the liability or responsibility of the insurer or AGENCY to OUSD. **Exhibit H** ("Certificates of Insurance").
14. **Litigation.** [This section is intentionally deleted by the parties].
15. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
16. **Counterparts.** This MOU and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

17. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:** The District certifies to the best of its knowledge and belief, that it and its principals: Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, verifies that this vendor does not appear on the Excluded Parties List. <https://www.sam.gov/portal/public/SAM>

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

OAKLAND UNIFIED SCHOOL DISTRICT

AGENCY

 President, Board of Education Date
 State Administrator
 Superintendent

 Agency Director Signature Date

 Print Name, Title

 Secretary, Board of Education Date

Attachments:

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

 Deputy Chief Date
 Community Schools and Student Services Dept.

 Principal Date

 Network Superintendent Date

 Chief Academic Officer Date

MOU template approved by Legal June, 2016

ATTENDANCE REPORTING SCHEDULE

Oakland Unified School District After School Programs Attendance Reporting Schedule	
Monthly Attendance Period	Deadline to Input Attendance Data into Cityspan
July 1 – July 31, 2016	August 10, 2016
August 1 - August 30, 2016	September 9, 2016
September 1-30, 2016	October 10, 2016
October 1-30, 2016	November 10, 2016
November 1-30, 2016	December 9, 2016
December 1-31, 2016	January 10, 2017
January 1-31, 2017	February 10, 2017
February 1-29, 2017	March 10, 2017
March 1-31, 2017	April 10, 2017
April 1-30, 2017	May 10, 2017
May 1-31, 2017	June 9, 2017
June 1-30, 2017	June 16, 2017

Exhibit B

**21ST CCLC AFTER SCHOOL PROGRAM PLAN
AND AFTER SCHOOL BUDGET PLANNING SPREADSHEET**

(Template distributed separately)

INSERT HERE

Exhibit C

**OAKLAND UNIFIED SCHOOL DISTRICT
21 CENTURY ASSETS HIGH SCHOOL AFTER SCHOOL PROGRAMS
PARENT PERMISSION AND STUDENT INFORMATION**

I give my child permission to participate in the 2016-17_____After School Program.

Name of School: _____ Parent Signature: _____ Date: _____

_____ Student's Name Grade Date of Birth

_____ Parent/Guardian Name (Please print) Email Address

_____ Home Address City Zip

_____ Home Phone _____ Work Phone _____ Cell Phone

EMERGENCY CONTACT INFORMATION

In case of emergency please contact:

_____ Name _____ Relationship _____ Phone: work/home/cell

Does your child have health coverage? _____ Yes _____ No

_____ Name of Medical Insurance _____ Policy/ Insurance # _____ Primary Insured's Name

_____ Name of Child's Doctor _____ Telephone

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

_____ Parent/Guardian Name _____ Signature _____ Date

RELEASE OF LIABILITY

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

Parent/Guardian Signature: _____ Date _____

STUDENT RELEASE

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.

I give the After School Program staff permission to release my child from the after school program without supervision. I understand that my high school-age child will sign himself/herself out of program, and will be released on his/her own.

I understand that my high school-age child may sign himself/herself out from the After School program and be released prior to 6:00 pm.

As parent/guardian, I hereby release and discharge the Oakland Unified School District and its officers, employees, agents and volunteers from all claims for injury, illness, death, loss or damage arising from my child's release from the After School Program without supervision.

Parent/Guardian/Caretaker Signature Date

PERMISSION TO EVALUATE PROGRAMS AND TRACK STUDENT PROGRESS

I give permission for the After School Program Staff and any designated evaluation consultant to review my child's school data (including but not limited to test scores, report cards, attendance, other performance indices, and demographic data), and input my child's data into the after school database for the 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 and any designated evaluation consultant to monitor my student's progress and to require my child to complete evaluation surveys for the purpose of determining program effectiveness.

_____ Parent/Guardian Signature

PHOTO/VIDEO RELEASE

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

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

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

_____ Parent/Guardian Signature

**OUSD After School Programs
2016-2017
Student Health Form**

School Site: _____

STUDENT INFORMATION

Student's Name _____ Date of Birth _____

Grade in 2016-17 _____ 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 # _____

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:

<input type="checkbox"/> Severe Allergy to: _____	<input type="checkbox"/> Student has Epi-pen 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

Medications needed during the school day: _____

Medications needed after school hours: _____

Medical Management Plan and Separate Emergency Medication during After School Program:

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

See your School Nurse/Health Services for more information.

Authorization to treat minor:

I give permission for the after school staff to administer medication that my child may require during the after school program.

In the event that I, or other parent/guardian, cannot be contacted, I hereby give permission to the after school program staff to secure proper treatment for my daughter/son/ward.

Date: _____ Parent or 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 D

SCHEDULE OF FIELD TRIPS, OFF SITE EVENTS AND OFF SITE ACTIVITIES FOR AFTER SCHOOL PROGRAM

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

Contact Information:			
Site Name		Lead Agency Name	
Name of Contact Person		Email	
Telephone		Fax	

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

Fall Semester – August 22, 2016 – January 27, 2017
 Spring Semester – January 30, 2017 to June 9, 2017
 Summer Program (Specify dates: _____ to _____)

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

Site Coordinator Signature _____ Date _____
 Lead Agency Director Signature _____ Date _____
 Site Administrator Signature _____ Date _____

EAST BAY REGIONAL PARK DISTRICT

WAIVER AND RELEASE OF LIABILITY AND INDEMNITY AGREEMENT

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

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

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

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

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

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

Participant's Name _____
(Print)

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

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

EBRPD Waiver – Swim Use
Rev. 3/09

INVOICING AND STAFF QUALIFICATIONS FORM 2016-17

Basic Directions

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

1. Employee, agent or subcontractor name.
2. ATI #. This is the fingerprint clearance number assigned by the Department of Justice.
3. Current TB Clearance. Current means within the last 4 years. This documentation should be maintained in Lead Agency files.
4. IA Requirement. No Child Left Behind Law requires that any staff who directly supervise students and are included in the 20:1 student-to-adult ratio meet the IA requirement. This documentation should be maintained in Lead Agency files.

Agency Information

Agency Name		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

PROCEDURE FOR INVOICING

Oakland Unified School District Comprehensive After School Programs 2016-2017

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

- ◆ All 21st Century and/or ASES invoices 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 1st through the 30th or 31st.
- ◆ Contractor, Agency, Site Coordinator, and Principal signatures must be secured prior to submission of invoices to the After School Programs Office. All of these signatures must be originals.
- ◆ Invoices for the month are generally due in the After School Programs Office by 5:00 p.m. on the 10th of the following month. This is not a steadfast rule; for example, the invoice for November 1-30th is due in our office on the 9th of December (the 10th is a Saturday). **Invoices that are submitted after the due dates listed below will be processed the following monthly invoicing period.**

The tentative schedule for OUSD payments is anticipated as follows:

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

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

PROCEDURES FOR PAID INSERVICE/EXTENDED CONTRACTS AND TIME SHEETS OUSD CERTIFICATED TEACHERS 2016-2017

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

Paying OUSD Certificated Employees (Teachers)

- ◆ Academic Liaisons should submit a Paid Inservice form and Extended Contract teachers should submit a “Request for Extended Contract” IN ADVANCE to approve all projected work to be completed, using appropriate Budget Org Key (Object Code usually -1120 or -1122)
- ◆ **The FIRST submission of the Paid Inservice/Extended Contract paperwork must be accompanied by a timesheet in order to be processed by OUSD Payroll. No payment will be rendered until timesheets are submitted to our office.**
- ◆ Have Employee sign Extended Contract & ALL Time Sheets
- ◆ Have Principal approve and sign Paid Inservice/Extended Contract & ALL Time Sheets
- ◆ Please be sure to submit ORIGINALS of all documents
- ◆ Please use only ONE SIDED Time Sheets
- ◆ Deliver to OUSD After School Programs Office — All 21st Century and/or ASES Paid Inservice/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 is \$25.82/hr.**
- ◆ **Union Contract rate for Academic Liaisons is \$33.58/hr.**
- ◆ Once the Paid In-service form or Request for Extended Contract has been submitted and approved, only timesheets are required to be submitted for subsequent payments.

Paid Inservice/Extended Contract Timesheets Due to After School Programs Office on the following anticipated dates:	OUSD Anticipated Payroll Issue Dates ***Please note: Allow 45 days processing time for the first submission. Future submissions take approximately 2 weeks .***
September 30, 2016	October 14, 2016
October 31, 2016	November 15, 2016
November 30, 2016	December 15, 2016
December 16, 2016	January 13, 2017
January 31, 2017	February 13, 2017
February 28, 2017	March 15, 2017
March 30, 2017	April 14, 2017
April 28, 2017	May 15, 2017
May 31, 2017	June 15, 2017
June 9, 2017	June 30, 2017

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



PROCEDURES FOR EXTENDED TIME AND/OR OVERTIME FORMS (ET/OT) FOR OUSD CLASSIFIED EMPLOYEES 2016-2017

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

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

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

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

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

CERTIFICATES OF INSURANCE AND ADDITIONAL INSURED ENDORSEMENT

INSERT HERE

STATEMENT OF QUALIFICATIONS

INSERT HERE

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

Secretary, Board of Education

AGENCY

EMPLOYEE
