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# Memo

**To** Board of Education

**From** Kyla Johnson-Trammell, Superintendent

**Board Meeting Date** \_\_\_\_\_  
*(To be completed by Procurement)*

**Subject** Memorandum of Understanding - East Bay Asian Youth Center (contractor) - 236/Urban Promise Academy (site/department)

**Action Requested** Approval by the Board of Education of the Memorandum of Understanding between the District and East Bay Asian Youth Center. Services to be primarily provided to 236/Urban Promise Academy for the period of August 1, 2018 through July 31, 2019.

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

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

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

Approval by the Board of Education of a Memorandum of Understanding 2018-2019 between the District and East Bay Asian Youth Center, Oakland, CA, for the latter to serve as lead agency for program coordination, math intervention, homework support, student supervision and a variety of enrichment services, as described in the MOU, for Urban Promise Academy's comprehensive After School Program, for the period of August 1, 2018 through July 31, 2019, in an amount not to exceed \$116,089.00.

**Recommendation** Approval by the Board of Education of a Memorandum of Understanding between the District and East Bay Asian Youth Center for the latter to provide Arts, Recreation, Leadership and Family Literary activities in its capacity as a Comprehensive After School Program Lead Agency at Urban Promise Academy for the period August 1, 2018 through July 31, 2019.

**Fiscal Impact** Funding resource name (please spell out): 6010/After School Education and Safety (ASES) Grant in an amount not to exceed \$116,089.00.

**Attachments**

- Memorandum of Understanding
- Certificate of Insurance
- Program Plan and Budget
- Statement of Qualifications



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

**Legislative File ID No.** 18-1255

**Department:** After School Program, Urban Promise Academy

**Vendor Name:** East Bay Asian Youth Center, Oakland, CA

**Contract Term:** Start Date: 8/1/2018 End Date: 7/31/2019

**Annual Cost:** \$ 116,089.00

**Approved by:** Martha Pena

**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 for 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 the California Department of Education's ASES and/or 21st Century Community Learning Centers 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 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 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.

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**

**After School Template for Elementary and Middle Schools  
Memorandum of Understanding 2018-2019  
Between Oakland Unified School District and  
East Bay Asian Youth Center**

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1. **Intent.** This Memorandum of Understanding ("MOU") establishes the Oakland Unified School District's ("OUSD") intent, contingent upon OUSD's receipt of California Department of Education and/or U.S. Department of Education after school grant funds, to contract with East Bay Asian Youth Center ("AGENCY") to serve as the lead agency to provide after-school and/or summer educational programs and to serve a sufficient number of students and run services for a sufficient number of days to earn the core grant allocation of funding at 236/Urban Promise Academy under the following grants:
  - After School Education and Safety Program ("ASESP")
  - California Department of Education ("CDE") 21<sup>st</sup> Century Community Learning Center (21<sup>st</sup> CCLC)
  - Oakland Fund for Children and Youth - This MOU will also outline services provided on OUSD school grounds through the Oakland Fund for Children and Youth ("OFCY") After-School Initiative funds that shall be utilized as matching funds to CDE ASEP and 21<sup>st</sup> CCLC funds.
  - Private grants
  
2. **Term of MOU.** The term of this MOU shall be August 1, 2018 through July 31, 2019. The term may be extended by written agreement of both parties.
  
3. **Termination by OUSD.** OUSD may at any time terminate this MOU for any or no reason upon not less than five (5) days written notice to AGENCY. OUSD shall compensate AGENCY for services satisfactorily provided through the date of termination. In addition, OUSD may terminate this MOU for cause should AGENCY fail to perform any part of this MOU. In the event of termination for cause, OUSD may secure the required services from another contractor. If OUSD's cost of procuring services from another contractor exceeds the cost of providing the services pursuant to this MOU, AGENCY shall pay the additional cost.
  - a) **No Premature Termination by AGENCY** AGENCY hereby certifies that it is willing and able to provide required services for the full term of the MOU. AGENCY will not be permitted to unilaterally terminate the MOU or cease providing required services prior to completing the full term unless OUSD approves any change and/or unless OUSD deems immediate removal of AGENCY is necessary for cause. In the event AGENCY ceases to provide required services prior to the end of the MOU term, or is terminated for cause, OUSD may secure the required services from another contractor. If OUSD's cost of procuring services from another contractor exceeds the cost of providing the services pursuant to this MOU, or OUSD is unable to secure required services from another contractor, AGENCY shall pay any additional cost. If OUSD suffers any loss of funding or other program consequences attributable to AGENCY's premature termination, AGENCY shall pay any additional cost in addition to any damages otherwise due under this MOU.
  - b) **Advance Notice by AGENCY for Coming School Year.** AGENCY must provide advance notice to Principal and OUSD After School Programs Office by the end of the first semester if AGENCY cannot continue providing after school lead agency services for the succeeding school year. This date allows the school site to have sufficient time to find a new lead agency partner, and enables OUSD to work to preserve after school grant funding (including OFCY city funding) for the school.
  
4. **Compensation. Contingent on OUSD receipt of** California Department of Education and/or U.S. Department of Education after school grant funds and subject to grant funding levels, the ASEP and 21<sup>st</sup> CCLC grant award amount for East Bay Asian Youth Center is \$ 116,089.00. AGENCY shall be entitled to compensation from these funds in accordance with the following terms and conditions:

- 4.1. **Total Compensation.** Subject to the provisions of 4.2 Positive Attendance and the provisions of 4.3 Administrative Fee and subject to AGENCY compliance with MOU requirements, AGENCY shall receive the amount of the grant award less OUSD's administrative fees and other site costs agreed to by the Site Administrator and AGENCY. Penalties may be assessed or payments withheld for non-compliance, including but not limited to MOU requirements, attendance reporting, fiscal invoicing, full participation at OUSD required meetings and trainings and in continuous quality improvement efforts.
- 4.2. **Positive Attendance.** Payment for services rendered related to the ASEP and 21st CCLC grants shall be based on actual student attendance rates (\$8.19 a day per student through ASEP and \$7.50 a day per student through 21<sup>st</sup> CCLC), not estimates, as those programs are "positive attendance based." OUSD reserves the right to modify the annual core allocation based on reported attendance. In the event that payments made to AGENCY exceed the reported attendance for the Core grant, the AGENCY will return payments to OUSD at the rate of \$8.19 a day for ASEP and \$7.50 a day for 21<sup>st</sup> CCLC per student. Documentation of attendance must be submitted through the OUSD/OCY 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 2018-2019")
- 4.2.1. **Reconciliation Process for Positive Attendance Based Grant Funds.** OUSD will adjust the payment of the "positive attendance based" grants based on quarterly review of monthly invoices and attendance for services rendered related to the ASEP, 21ST CCLC (Core Grant) for any adjustments resulting from the reconciliation of the attendance reports for that quarter's months. The attendance reconciliation process will assess the program's performance with respect to the required compliance with the grant mandated attendance rates. Based on the review, financial adjustments of additional payment or additional withholding will be made. Any remaining balance(s) will be forwarded to AGENCY or OUSD. Any adjustment required in excess of the withholding will necessitate additional adjustments to future invoices and payments.
- 4.2.2. **Administrative Charges and Reconciliation.** Reconciliation process for positive attendance based grants must factor in the subtraction of administrative and other OUSD central charges, as outlined in section 4.3, from any grant amounts earned through attendance (OUSD indirect, custodial, evaluation, and After School Programs Office administrative and training/technical assistance fees).
- 4.3. **OUSD Administrative Fees.** OUSD shall charge and withhold up to 14% from the overall ASEP and 21<sup>st</sup> Century grant awards for central indirect, administrative, custodial, evaluation, and direct service training and technical assistance.
- 4.4. **AGENCY Administrative Fees.** AGENCY understands and agrees that it may not charge more than 4% of the total contract amount as administrative fees and that its administrative fees must be set at an appropriate dollar amount to keep the ASEP and 21<sup>st</sup> Century grants within the grant-mandated allowable 15% for total indirect/administrative costs. The agency administrative fees charged to the ASEP and 21<sup>st</sup> CCLC grants must be used for direct administrative costs and cannot be used for agency indirect costs. Direct administrative costs consist of expenditures for administrative activities that provide a direct benefit to the ASEP and 21<sup>st</sup> CCLC programs. Indirect costs consist of expenditures for administrative activities that are necessary for the general operation of the agency, but that cannot be tied to the ASEP and 21<sup>st</sup> CCLC programs.
- 4.5. **Program Budget.** The grant will remain as part of the site budget. Funds will be encumbered from the site budget on behalf of AGENCY for the school year 2018-2019 and will not exceed \$ 116,089.00 in accordance with Exhibit B. **Exhibit B** ("ASEP/21<sup>st</sup> CCLC Planning Tool/Comprehensive After School Program Budget for AGENCY 2018-2019").
- 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 21<sup>st</sup> CCLC programs is to establish local programs that offer academic assistance and enrichment for students in need of such services regardless of their ability to pay. Though it is not against the rules to charge fees for participation in programs, the CA Department of Education discourages it because it could exclude students in need from attending and taking advantage of the after school program. Fees should not create a barrier to participation in the after school program. After school services must be equally accessible to all students targeted for services regardless of their ability to pay. Programs that propose to charge fees may not prohibit any family from participating based on their inability to pay and must offer a sliding scale of fees and scholarships for those who could not otherwise afford to participate. Any income collected from fees must be used to fund program activities specified in the grant application. AGENCY shall do full accounting of fees collected, and documentation shall be kept for 5 years for auditing purposes. If AGENCY decides to charge fees, this decision shall be made collaboratively with the Site Administrator, and AGENCY shall work collaboratively with the Site Administrator and parent leaders to develop an appropriate program fee structure for the school community. AGENCY shall provide the OUSD After School Programs Office with written documentation of the program fee structure prior to charging any program fees, and shall provide OUSD with additional documentation upon request, to ensure grant compliance. Programs that charge program fees will waive or reduce these fees for students who are eligible for free or reduced-priced meals. Programs cannot charge fees if the child is a homeless youth, as defined by the federal McKinney-Vento Homeless Assistance Act (42 U.S.C. Sec.1143a), newcomers (refugee, asylee, and unaccompanied minor), or if the child is in foster care.
5. **Scope of Work.** AGENCY will serve as lead agency at 236/Urban Promise Academy, will be responsible for operations and management of the ASEP, 21<sup>st</sup> CCLC, OFCY, and private grants contracted to AGENCY by OUSD for fiscal year 2018-2019. 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 236/Urban Promise Academy 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.
- 5.1.2. **Continuous Quality Improvement (CQI).** AGENCY must fully engage in continuous quality improvement (CQI) processes and complete the following steps of the CQI cycle each year, and timely submit corresponding CQI deliverables to the After School Programs Office:
- beginning of year self-assessment using YPQA/SAPQA tool
  - planning with data (using self-assessment and external assessment PQA data, and other program data as available)
  - development of quality action plan (QAP) with SMART goals for program improvement
  - progress check for program quality e.g. quality coaching

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

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

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

5.3. **Enrollment.** AGENCY will enroll 6th through 8th grade students at 236/Urban Promise Academy, 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 2018 – 2019 school year. AGENCY will close the ASEP and 21<sup>st</sup> CCLC program no more than a maximum of 3 days in the 2018-2019 school year for staff professional development, as permitted by Education Code. Programs that receive 21<sup>st</sup> CCLC Supplemental grant funds or private funding for summer shall additionally operate a sufficient number of days and hours in the summer, on weekends, and during intercession in the manner prescribed by the grant legislation and/or funder, in order to meet attendance goals required by the CA Department of Education and/or the funder.

5.4.3. **Program Components.** AGENCY agrees to provide programming that supports the guidelines as outlined in the ASEP and 21<sup>st</sup> CCLC grants for students at 236/Urban Promise Academy. AGENCY acknowledges and agrees to provide programming consistent with grant guidelines understanding that:

- **Educational and Literacy.** An educational and literacy element that must provide tutoring and/or homework assistance designed to help students meet state standards in one or more of the following core academic subjects: reading/language arts, mathematics, history and social studies, or science. A broad range of activities may be implemented based on local student needs and interests.
- **Enrichment.** The enrichment element must offer an array of additional services, programs and activities that reinforce and complement the school's academic program. Enrichment may include but is not limited to arts, youth development, leadership, recreation, sports, music, career awareness, college interest, service learning and other youth development activities based upon student needs and interests. All programs must offer both enrichment and recreation/physical fitness activities as core components of the after school program, and summer program if summer program is provided.
- **Family Literacy Services.** In all programs receiving 21<sup>st</sup> 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.
- **Equitable Access Programming.** AGENCY shall include a component for students at 236/Urban Promise Academy to support full access to program components.
- **Supplemental and Summer Services.** In all programs receiving 21<sup>st</sup> CCLC Supplemental grant funds or private funding for summer, AGENCY will provide educational and enrichment

programming in the summer, on weekends, and/or during intercessions. A broad range of activities may be implemented based on local student needs and interests, and district guidelines for summer programming. Supplemental and summer services may be added under this MOU. If summer services will be added, a separate MOU amendment will reflect the summer scope, summer budget and any changes in location as to summer services to be provided.

- **Middle School Sports League Activities.**

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

5.4.3.1. 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.** AGENCY will provide OUSD with the following set of program accountability reports:

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

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

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

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

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

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

5.7.1. AGENCY will train staff and agents in required Incident and Injury Reporting and Crisis Response Protocols. All accidents or injuries to after school program participants, visitors or staff must be reported via email to [ousdincidents@ccmsi.com](mailto:ousdincidents@ccmsi.com) by AGENCY staff within one business day of occurrence. OUSD will secure at its own expense limited OUSD student accident insurance

coverage to assist in payment of eligible student medical expenses incurred by parent/guardians due to OUSD student accidents during the after school program. This coverage will be secondary to any primary medical insurance for which student participants are eligible. After School Program staff will immediately refer parent/guardians seeking payment of medical expenses under student accident coverage to OUSD's designated accident insurance representative.

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

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

- Administration, faculty, and staff of 236/Urban Promise Academy
- OUSD After School Programs Office
- OUSD central administration departments
- Parents/Guardians
- Youth
- Community organizations and public agencies

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

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

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

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

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

6.1.1. a full description of the trip and scheduled activities

6.1.2. student/adult participant health information

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

- 6.2. After school and summer program staff or subcontractors leading trip must have a written list of students attending trip.
- 6.3. No student shall be prevented from making a trip due to lack of sufficient funds.
- 6.4. After school and summer program staff or subcontractors leading trip shall have a sufficient first aid kit in his or her possession or immediately available. If the trip is conducted in areas known to be infested with poisonous snakes, this first aid kit shall contain medically accepted snakebite remedies.
- 6.5. **Health Conditions/Medication:** Trip participant health information will be gathered and reviewed in advance of trip and any needed revisions to supervision plan made, including making sure that chaperones understand relevant information (eg food allergies). A plan will be developed to collect, secure, and dispense prescription medications from their original containers only and consistent with physician's instructions.
- 6.6. **Supervision**
  - 6.6.1. AGENCY Executive Director must review and approve supervision plan.
  - 6.6.2. Trip as structured is appropriate to age, grade level and course of study.
  - 6.6.3. Chaperones are all AGENCY employees or subcontractors, parent(s)/guardian(s), or other authorized chaperones and are 21 or older. After School and Summer Program Coordinators and lead trip staff are satisfied that all chaperones are willing and able to perform required duties, including understanding and implementing instructions, understanding health information for students in their group, and responding effectively in the event of an emergency. Trip attendees shall be limited to assigned school or after school program staff, students and authorized chaperones. Guests, including but not limited to friends and other family members, are strictly prohibited absent prior written approval of the after school program coordinator or AGENCY executive director. Before the trip, after school and summer program staff leading trip shall provide any adult chaperones who may accompany the students with clear information regarding their responsibilities. Chaperones shall be assigned a prescribed group of students and shall be responsible for the continuous monitoring of these students' activities. Chaperones shall not consume alcoholic beverages or be under the influence of controlled substances while accompanying and supervising students on a trip.
  - 6.6.4. When a trip is made to a place of business or industry, staff shall arrange for an employee of the host company to serve as conductor.
  - 6.6.5. Adult:Student Ratio is at least 1:10 or higher if swimming or wading or high risk trip. If the trip involves water activities, this ratio shall be revised to ensure closer supervision of elementary grade or younger students, appropriate to their ages. The ratio of adults to students on field trips and excursions shall be reasonable under the circumstances.
  - 6.6.6. Safety requirements have been met (eg: current First aid/CPR training of at least one chaperone, first aid kits, emergency contact and health info, instructions for chaperones, staff and chaperones have cell phones which are charged and available for communication).
- 6.7. **Transportation Requirements:** The AGENCY after school and summer program staff or subcontractors shall ensure compliance with all state laws and may transport by the use of AGENCY's own equipment, contract to provide transportation or arrange transportation by the use of other equipment to enrolled after school and summer participants provided that: (A) parent/guardians' written permission has been obtained in advance; (B) After School Program Coordinator and/or Summer Program Coordinator has confirmed that: transportation arrangements are safe and appropriate; (C) all drivers have valid California driver's license; (D) all drivers have received fingerprint clearance; (E) provided that such transport is covered under driver or registered owner's personal automobile insurance or AGENCY automobile liability insurance policy for at least \$100,000 per individual and \$300,000 per occurrence for liability for bodily injury; and \$50,000 per occurrence

for liability for property damage; (F) all drivers and registered owners of private or rented vehicles used shall complete and sign declaration of driver forms assuring that: (i) the driver is at least 21 years of age and holds a current valid California driver's license;(ii) the driver has not been convicted of reckless driving or driving under the influence of drugs or alcohol within the past five years; and (iii) the driver provides proof of sufficient insurance; (G) if AGENCY transports by use of an Agency owned vehicle or arranges and/or contracts with a third party to provide this transportation, the AGENCY or organization or company with whom they contract must meet or exceed the standards required of OUSD's District approved bus vendors, including but not limited to: be licensed as a transportation provider, be certified to transport students (e.g., School Pupil Activity Bus certification) and have at least \$5,000,000 Automobile liability and \$1,000,000 General Liability insurance; which has an endorsement naming OUSD and AGENCY as additional insured; (H) arrangements have been made for additional vehicle for use in event of illness or emergency; and (I) students receive instruction in safe conduct on bus or other transport; and (J) drivers shall receive safety and emergency instructions and information which shall be kept in their vehicle, including health and emergency information for each student riding in his/her vehicle.

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

6.9. Vendor is licensed to provide all proposed activities.

6.10. All after school program student participants on field trips, off site events or activities must be covered by medical or accident insurance. (See Incident and Injury Reporting and Accident Insurance above.)

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

**6.11.1. Definition of High Risk Activities**

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

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

- Other activities determined by the school principal to have a high risk to student safety
- 6.11.1.2. The cost of limited OUSD student accident insurance coverage for student accidents during such activities shall be borne by OUSD.
- 6.11.1.3. Students who operate or ride as a passenger on a bicycle, non-motorized scooter or skateboard upon a street, bikeway or any other public bicycle path or trail shall wear a properly fitted and fastened bicycle helmet that meets the standards of law. Students also shall be required to wear such helmets while wearing in-line or roller skates.
- 6.11.2. Department of Justice and FBI fingerprinting and fingerprint clearance must be obtained for all non-District employee chaperones. Chaperones who continue beyond one school year will need to get fingerprint clearance once every three years from the time they begin chaperoning on after school program trips. Chaperones shall act in accordance with district policies, regulations and school rules. A person who is required to register as a sex offender pursuant to Penal Code 290 shall not serve as a chaperone on any field trip.
- 6.11.3. No chaperone shall be assigned to provide supervision or instruction of students unless he/she has submitted evidence of an examination within the past 60 days to determine that he/she is free of active tuberculosis. Chaperones whose skin test negative shall thereafter be required to take tuberculosis test every four years or sooner if deemed necessary by AGENCY.
- 6.11.4. Letter must be sent to parent(s)/guardian(s) and if it is an overnight trip, a meeting must be held for staff, chaperones, parent(s)/guardian(s) and students in advance of trip to discuss trip and safety related procedures, itinerary and questions.
- 6.11.5. Sleeping arrangements and night supervision are safe and appropriate.
- 6.11.6. **Vendor Proof of Insurance:** After School Program Coordinator and/or Summer Program Coordinator has obtained proof of insurance from all private vendors including:
- Facility
  - Program
- 6.12. Additional Requirements for Field Trips/Excursions Which Include Swimming or Wading**
- 6.12.1. No swimming or wading shall be allowed on trips unless planned and approved in advance.
- 6.12.2. When wading in the ocean, bay, river or other body of water as part of a planned, supervised outdoor education activity, after school program staff shall provide for a number of chaperones to exceed the normal one to ten ratio and shall instruct both chaperones and students of the real and potential risks inherent in such activities and the precautions necessary for their safety.
- 6.12.3. Swimming Activities**
- 6.12.3.1. Parents/guardians must provide written permission for the student to swim and must indicate the student's swimming ability. Students whose parents do not give permission for their child to swim shall be identified in advance of trip and a tracking system designed to ensure they do not enter pool or swim area.
- 6.12.3.2. Swimming facilities, including backyard pools, must be inspected by the AGENCY Executive Director and after school program staff before the trip is scheduled.
- 6.12.3.3. Owners of private pools must provide a certificate of insurance, designating OUSD and AGENCY as an additional insured, for not less than \$2,000,000 in liability coverage.
- 6.12.3.4. Lifeguards must be designated for all swimming activities. If lifeguards are not provided by the pool owner or operator, the AGENCY Executive Director shall ensure their presence. The AGENCY Executive Director shall ensure that lifeguards are Red Cross certified or

equivalent and must be at least 21 years old. A swim test must be administered before any student is permitted in the deep end of the pool or swim area. A tracking system shall be designed in advance of trip to identify those students who have and have not passed the swim test.

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

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

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

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

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

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

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

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

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

**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 2018-2019. AGENCY will function as a sub recipient of funding and as such will follow all required fiscal guidelines and meet outlined standards as referenced in applicable Federal and State sub recipient guidelines for the federal 21<sup>st</sup> Century Community Learning Centers grant program, CFDA Number 84.287, awarded by the Office of Elementary and Secondary Education Academic Improvement and Teacher Quality Programs office. Sub recipients that receive over \$500,000 of federal funds are required to undergo an annual audit and communicate findings to OUSD, as requested. AGENCY will ensure that all contracted funds of this MOU are expended as per grant guidelines.

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

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

**8. Invoicing**

- 8.1. **Billing Structure.** AGENCY shall only invoice for actual expenditures incurred. Supporting documentation must be presented along with monthly invoices upon request. Billing details must be provided upon request to OUSD to ensure compliance with related sub recipient and grant guidelines.
  - 8.2. **Unallowable Expenses.** AGENCY may not purchase computers or capital equipment using ASES, 21<sup>st</sup> Century Core Grant, 21<sup>st</sup> Century Direct Access, or 21<sup>st</sup> Century Family Literacy funds.
  - 8.3. **Invoice Requirements.** AGENCY will submit invoices with evidence of the following staff qualifications for each AGENCY employee and AGENCY agent, including employees of subcontracting agencies and volunteers: TB Clearance, current CA Department of Justice and FBI fingerprint clearance, and Instructional Aide requirement. AGENCY will utilize the required OUSD invoicing and staff qualifications form (**Exhibit F**) for regular invoice submission.
  - 8.4. **Submission of Invoices.** AGENCY must submit invoices to OUSD on a timely and regular basis for services rendered. OUSD will not accept invoices submitted more than thirty days beyond the end of each fiscal quarter. No invoices will be accepted more than 30 days past the end of June 30 of the contractual fiscal year. AGENCY must also submit invoices according to specific invoicing deadlines as outlined by OUSD to ensure timely processing. (**Exhibit G**)
  - 8.5. **Submission of Invoices for ASEP and 21<sup>st</sup> Century Grants.** For services rendered related to the ASEP and 21<sup>st</sup> CCLC grants, OUSD shall pay AGENCY, on a monthly basis, for appropriately documented expenses related to the ASEP and 21<sup>st</sup> CCLC grants, with a cumulative total for 2018-2019 not to exceed \$116,089.00 in accordance with the attached Exhibits to this Memorandum. Invoices for payment of services shall be submitted by the 10<sup>th</sup> of each month to the OUSD After School Programs Office, utilizing the required OUSD invoicing and staff qualifications form (**Exhibit F**). OUSD will strive to adhere to second Accounts Payable check run per the published schedule of monthly payments if invoices are submitted in accordance with the deadlines and requirements set forth in this section and the accompanying Exhibits.
9. **Ownership of Documents.** AGENCY agrees that, pursuant to California law, it shall maintain program and fiscal documentation for the ASEP and 21<sup>st</sup> CCLC programs for a minimum of five years. All documents created by AGENCY pursuant to this MOU, including but not limited to reports, designs, schedules, registration packets, early release waivers, and other materials prepared, or in the process of being prepared, for the services to be performed by AGENCY, are and shall be at the time of creation and thereafter the property of OUSD, with all intellectual property rights therein vested in OUSD at the time of creation. OUSD shall be entitled to access to and copies of these materials during the progress of the work. Any such materials in the hands of AGENCY or in the hands of any subcontractor upon completion or termination of the work shall be immediately delivered to OUSD. If any materials are lost, damaged or destroyed before final delivery to OUSD, AGENCY shall replace them at its own expense and AGENCY hereby assumes all risks of loss, damage or destruction of or to such materials. AGENCY may retain a copy of all materials produced under this MOU for its use in its general business activities.
10. **Changes**
- 10.1. **Agency Changes.** AGENCY may, at any time, by written order, make changes consistent with Section 5 Scope of Work of this MOU. If such changes cause an increase or decrease in the budgeted cost of or the time required for performance of the agreed upon work, an equitable adjustment as mutually agreed shall be made in the limit on compensation as set forth in Section 4 or in the time of required performance as set forth in Section 5.4, or both. In the event that AGENCY encounters any unanticipated conditions or contingencies that may affect the scope of work or services and result in an adjustment in the amount of compensation specified herein, AGENCY shall so advise OUSD immediately upon notice of such condition or contingency. The written notice shall explain the circumstances giving rise to the unforeseen condition or contingency and shall set forth the proposed adjustment in compensation. Such notice shall be given to OUSD prior to the time that AGENCY performs work or services related to the proposed adjustment in compensation. Any and all pertinent changes shall be expressed in a written amendment to this MOU and signed by OUSD prior to AGENCY's implementation of such changes.

10.2. **Changing Legislation.** AGENCY understands that changes in Federal, or state legislation or District policy may impact funding levels, grant requirements, and responsibilities of AGENCY during an academic school year. This MOU may be amended during the 2018-2019 fiscal year to reflect additional changes resulting from such legislation.

## 11. Conduct of Consultant

11.1. **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:

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

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

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

11.1.4. **Minimum Qualifications.** AGENCY staff and agents who directly supervise students and are included in the 1:20 staff to student ratio must meet the following minimum qualifications for an instructional aide: a high school diploma or its equivalency and one of the following: (a) an AA degree; or completion of 48 semester units in college; or (b) successful completion of the Instructional Assistant exam, administered by the Alameda County Office of Education. In addition, AGENCY shall provide at its own expense, First Aid and CPR Training to sufficient AGENCY staff to ensure that no less than 2 AGENCY staff members with current First Aid and CPR Training are present on site during the program each day. AGENCY must provide staff and agents adequate professional development, training, coaching and preparation time to enable staff and agent performance to meet the goals of the ASES/21<sup>st</sup> Century after school grant program and provide a safe and secure program.

11.2. **Removal of Staff.** In the event that OUSD, in its sole discretion, at any time during the term of this MOU, desires the removal of any AGENCY related persons, employee, representative or agent from OUSD school site and/or property, AGENCY shall immediately upon receiving notice from OUSD of such desire, cause the removal of such person or persons. In the event OUSD requests the removal of any AGENCY related persons, employee, representative or agent from OUSD school site and/or property, the OUSD site administrator shall provide to the AGENCY written, supporting rationale for the decision. OUSD After School Program Office, after conferring with Legal and the Executive Officer supporting the site, shall decide, taking all the facts and circumstances into account, if AGENCY may reassign an employee or agent to another OUSD site. Prior to the removal or change of any AGENCY



staff member who is a regular part of the after school program, AGENCY shall inform the Site Administrator with as much notice as possible, and will work with the Site Administrator to ensure a smooth transition in staffing.

- 11.3. **Conflict of Interest.** AGENCY shall abide by and be subject to all applicable OUSD policies, regulations, statutes or other laws regarding conflict of interest. OUSD shall be permitted to hire an officer or employee of AGENCY for OUSD services in connection with or unrelated to this Agreement and AGENCY shall be permitted to hire any officer or employee of OUSD to perform any service by this Agreement, provided that the agreement attached hereto as Exhibit J is fully executed prior to the performance of any services by the officer or employee. AGENCY affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between AGENCY's family, business or financial interest and the services provided under this MOU, and in the event of change in either private interest or services under this MOU, any question regarding possible conflict of interest which may arise as a result of such change will be brought to OUSD's attention in writing.
  - 11.4. **Drug-Free / Smoke Free Policy.** AGENCY understands that OUSD does not permit drugs, alcohol, and/or smoking at any time in any buildings and/or grounds on OUSD property. AGENCY agrees to adhere to this policy for its students, staff, visitors, employees and or subcontractors.
  - 11.5. **Non-Discrimination.** Consistent with the policy of OUSD and California and Federal laws, AGENCY shall not engage in unlawful discrimination of students on the basis of actual or perceived physical or mental disability, medical condition, sex, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the California Penal Code. Consistent with the policy of OUSD in connection with all work performed under Contracts, AGENCY shall not engage in unlawful discrimination in employment on the basis of actual or perceived race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex or sexual orientation. AGENCY agrees to comply with applicable Federal and California laws including, but not limited to, the Americans with Disabilities Act, Section 504 of the Rehabilitation Act, Title IX and the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and OUSD policy. In addition, AGENCY agrees to require like compliance by all its subcontractor(s).
  - 11.6. **Bullying; Sexual Harassment.** The District's Board of Education recognizes the harmful effects of bullying and sexual harassment on student learning, school attendance and participation in after school programs. In order to have a safe environments that protect students from physical and emotional harm, AGENCY shall establish student safety as a high priority and shall not tolerate sexual harassment or bullying of any student. AGENCY shall adopt a policy expressly against harassment, sexual harassment, intimidation, and bullying and ensure related training on prevention and response is accordingly provided for all AGENCY employees and agents.
  - 11.7. **Restorative Justice (RJ) and Positive Behavioral Interventions and Supports (PBIS).** As a part of the District's commitment to eliminate disproportionality in discipline affecting African American male students, the District has initiated Restorative Justice and PBIS programs at many school sites. AGENCY is encouraged to learn more about these programs at school sites and work with District Staff to implement programs in the after school programs that support positive school climate.
12. **Indemnification.** AGENCY shall indemnify, hold harmless and defend OUSD and each of its officers, officials, employees, volunteers and agents from any loss, liability, audit fines, assessments, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by OUSD, AGENCY or any other person and from any claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of performance of this MOU. AGENCY's obligations under the preceding sentence shall apply jointly and severally regardless of whether OUSD or any of its officers, officials, employees, volunteers or agents are actively or passively negligent, but shall not apply to any loss of liability, fines, penalties, forfeitures, costs or damages caused solely by the active negligence or by the willful misconduct of OUSD. If AGENCY should subcontract all

or any portion of the work or activities to be performed under this MOU, AGENCY shall require each subcontractor to indemnify, hold harmless and defend OUSD, its officers, officials, employees, volunteers or agents in accordance with the terms of the preceding paragraph.

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

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

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

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

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

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

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

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

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

**OAKLAND UNIFIED SCHOOL DISTRICT**

*Aimee Eng*

6/28/18

- President, Board of Education
- State Administrator
- Superintendent

Date

**AGENCY**

*5/23/18*

Agency Director Signature

Date

*David Katsuhira, Executive Director*  
Print Name, Title



6/28/18

Secretary,  
Board of Education

Date



6/4/18

Executive Director  
Community Schools and Student Services Dept.

Date



5/18/18

Principal

Date



6.4.18

Network Superintendent

Date



6/5/18

Chief Academic Officer  
Continuous School Improvement

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 E (1)** Middle School Sports Release of Liability and Assumption of Risk
- **Exhibit F.** Invoicing and Staff Qualifications Form
- **Exhibit G.** Fiscal Procedures and Policies
- **Exhibit H.** Certificates of Insurance
- **Exhibit I.** Statement of Qualifications
- **Exhibit J.** Agreement to Allow Distinct and Separate Employment by OUSD and AGENCY

*MOU template approved by Legal April, 2018*

Exhibit A

Attendance Reporting Schedule

<b>Oakland Unified School District After School Programs Attendance Reporting Schedule</b>	
<b>Monthly Attendance Period</b>	<b>Deadline to Input Attendance Data into Cityspan</b>
July 1 – July 31, 2018	August 10, 2018
August 1 - August 30, 2018	September 8, 2018
September 1-30, 2018	October 10, 2018
October 1-30, 2018	November 9, 2018
November 1-30, 2018	December 8, 2018
December 1-31, 2018	January 10, 2019
January 1-31, 2019	February 9, 2019
February 1-28, 2019	March 9, 2019
March 1-31, 2019	April 10, 2019
April 1-30, 2019	May 10, 2019
May 1-31, 2019	June 8, 2019
June 1-30, 2019	June 15, 2019

Exhibit B

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

*(Template distributed separately)*

**INSERT HERE**

**2018-19 AFTER SCHOOL BUDGET PLANNING SPREADSHEET**

ELEMENTARY & MIDDLE SCHOOLS 02.2018

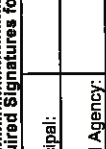
Site Name:	Urban Promise Academy	ASES <small>(Resource 5010) Program % (0)USD (Lead Agency)</small>	21CCCLC Core <small>(Resource 4214) Program % (0)USD (Lead Agency)</small>	21CCCLC Equitable Access <small>(Resource 42A) Program % (0)USD (Lead Agency)</small>	OFCY Match Funds <small>Lead Agency %</small>	Program Fees (if applicable) <small>Lead Agency %</small>	Other Budget 316 Agency Funds	Other Lead Agency Funds
Site #: 236		151,351.20			87,550.00	5,000.00	0.00	0.00
Average # of students to be served daily (ADA)	103							
<b>TOTAL GRANT AWARD</b>								
<b>CENTRAL COSTS: INDIRECT ADMIN EVAL PD, CUSTODIAL SUPPLIES</b>								
	OUSD Indirect (5%)	7,207.20	0.00	0.00				
	OUSD ASPO admin, evaluation, and training/technical assistance costs	9,429.98	0.00	0.00				
	Custodial Staffing and Supplies at 3.5%	4,744.99	0.00	0.00				
<b>TOTAL SITE ALLOCATION</b>		129,999.93	0.00	0.00				
<b>CERTIFIED PERSONNEL</b>								
1120	Quality Support Coach/Academic Liaison (REQUIRED)	2,500.00	0.00	0.00			0.00	
1120	Certificated Teacher Extended Contracts- math or ELA academic intervention (required for MS)	0.00	0.00	0.00			0.00	
1120	Certificated Teacher Extended Contracts- ELL supports							
1120	Certificated Teacher Extended Contracts- math or ELA academic intervention (recommended for MS)	2,500.00	0.00	0.00			0.00	
	Total certificated	5,000.00	0.00	0.00			0.00	
<b>CLASSIFIED PERSONNEL</b>								
2205	Site Coordinator (list here, if district employee)	0.00	0.00	0.00			0.00	0.00
2220	SSO (optional)	8,942.32	0.00	0.00			0.00	
		0.00						
		0.00						
	Total classified	8,942.32	0.00	0.00			0.00	0.00
<b>BENEFITS</b>								
3000's	Employee Benefits for Certificated Teachers on Extended Contract (benefits at 20%)	500.00	0.00	0.00			0.00	
3000's	Employee Benefits for Classified Staff on Extra Time/Overtime (benefits at 22%)	1,967.31	0.00	0.00			0.00	
3000's	Employee Benefits for Salaried Employees (benefits at 42%)	0.00	0.00	0.00			0.00	
3000's	Lead Agency benefits (rate 25%)	2,467.31	0.00	0.00			0.00	0.00
	Total benefits	4,934.62	0.00	0.00			0.00	0.00
<b>BOOKS AND SUPPLIES</b>								
4310	Supplies (OUSD only, except for Summer Supplemental)	0.00					0.00	0.00
4310	Curriculum (OUSD only)	0.00					0.00	0.00



Lead Agency admin (7% max of total contracted \$)								0.00	0.00	2,676.00	5,000.00	0.00
<b>SUBTOTALS</b>												
Subtotals DIRECT SERVICE	16,172.83	112,475.30	0.00	0.00	0.00	0.00	0.00	0.00	0.00	76,874.00	0.00	0.00
Subtotals Admin/Indirect	19,089.98	3,613.70	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5,000.00	0.00
<b>TOTALS</b>												
Total budgeted per column	35,261.80	116,089.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	87,550.00	5,000.00	0.00
Total BUDGETED	100.0	151,350.81	0.00	0.00	0.00	0.00	0.00	0.00	0.00	87,550.00	5,000.00	0.00
BALANCE remaining to allocate	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL GRANT AWARD/ALLOCATION TO SITE	151,350.81	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

**ASER MATCH REQUIREMENT:**  
 ASER requires a 3:1 match for every grant award dollar awarded.  
 Total Match amount required for this grant: 50,450.40  
 Facilities count toward 25% of this match requirement: 12,612.60  
 Remaining match amount required: 37,837.80

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: 37,837.80

Required Signatures for Budget Approval:  
 Principal:   
 Lead Agency:   
 Date: 5/20/18  
 Date: 5/23/18



**Budget Guidance for Elementary and Middle School After School Budgets**

<b>Object Codes</b>	<b>Expense Items in "Budget"</b>	<b>Explanation and Guidance per CDE and OUSD</b>
<b>OUSD CENTRAL COSTS: INDIRECT, ADMIN, EVAL, PROFESSIONAL DEVELOPMENT, CUSTODIAL</b>		<b>ADMIN, EVAL &amp; INDIRECT COSTS</b> can total no more than 15% of your total grant award.
	OUSD Indirect	The OUSD Indirect rate is given to us by the CA Dept of Education each year, so it changes. The indirect rate is 5% or less of the total grant award. The anticipated OUSD Indirect rate for next year is 5%, and has been auto-calculated here.
	OUSD After School Programs Office Admin, Evaluation, and Professional Development	OUSD ASPO administrative costs, required evaluation, and direct service professional development is 7% of the total grant award. It has been pre-calculated for you and filled in here. At least 24% of this allocation is for direct service training, coaching, and PD supports.
	Custodial Services Staffing and Supplies	The custodial cost is re-calculated every year and may change year to year, based on the districts need to have enough funds to cover after school custodial costs districtwide. For 2017-18, sites will be charged at 3.5% for after school custodial staffing and supplies.
<b>TOTAL SITE ALLOCATION</b>		This is the total site allocation available, after central costs have been removed. This is the total figure that the school site and lead agency partner have to work with. This is the amount that has been loaded into site budgets in IFAS.
<b>CERTIFICATED PERSONNEL</b>		
1120	Quality Support Coach/Academic Liaison REQUIRED	The Academic Liaison/Quality Support Coach is a required function for After School. This person must be a certificated or other qualified staffperson working at the school site or connected to the site. They are paid at the OEA Paid-In-Service rate of \$34,67/hr, with a total allocation of \$2500 for the school year. Please note that this pay rate may change with scheduled OUSD pay raises next year. Benefits at 20% will be automatically calculated on top of the hourly rate in the benefits section below. The Academic Liaison/Quality Support Coach is responsible for coaching, training, and after school staff capacity building. The Academic Liaison/Quality Support Coach should not provide direct services to students. Other teachers can be hired on extended contract to provide direct services to students after school.
1120	Certificated Teacher Extended Contracts	Middle school programs are required to hire teachers on extended contract to provide after school academic intervention for students. Elementary and middle school programs may also hire teachers to support other after school academic direct services, such as academic enrichment. Teachers working in the After School program are paid at the OEA Extra Duty rate of \$26.61/hr via Extended Contracts. Please note this pay rate may change with scheduled OUSD pay raises for next year. Benefits at 20% will be automatically calculated in the Benefits section below. Due to supplanting issues, after school funds cannot be used to pay a portion of a teacher's salary.
<b>CLASSIFIED PERSONNEL</b>	Total certificated	This budget will auto-calculate the total certificated cost.

**Budget Guidance for Elementary and Middle School After School Budgets**

Object Codes	Expense Items In "Budget"	Explanation and Guidance per CDE and OUSD
2205	Site Coordinator (district employee)	District employee serving as Site Coordinator should be listed here. CBO staff serving as Site Coordinator should be listed under Contracted Services. Site Coordinator and program staff can only be paid as 10-month employees with ASES/21st Century funds (approximately 200 days of work). Summer salaries cannot be charged to ASES. Match funds must cover the summer portion of a 12-month employee's salary. 21st Century funds can cover a portion of summer salaries if direct service is provided to students over summer as part of a 21st Century Supplemental Grant.
2220	SSO	SSO is optional, based on the needs of your site. The appropriate allocation for SSO coverage for the entire year is approximately \$9,800 based on the assumption of 180 days X 2 hours/day X increased average overtime rate. Please adjust this allocation as appropriate for your site to ensure full SSO coverage for your program next year. If site budgets less than this amount, the SSO will not be able to provide after school coverage for the entire year, and a modified SSO coverage schedule must be created to match the allocation amount.
	Additional staff support	You may use this space to add an additional Classified After School employee if needed (ie. Intervention Specialist). Please be explicit and detail cost.
	Total classified	This budget will auto-calculate the total classified cost.
<b>BENEFITS</b>		
3000's	Employee Benefits for Certificated Teachers on Extended Contract	We must budget for 20% benefits cost (state, fed, FICA, unemployment, workers comp) for any OUSD certificated employee on extended contract in the After School Program. You will need to manually calculate the benefits amount by adding up total amounts for extended time contracts, and multiplying by 20%.
3000's	Employee Benefits for Classified Staff working Extra time/overtime	We must budget for 22% benefits cost (state, fed, FICA, unemployment, workers comp) for any OUSD classified employee who works extra time/overtime in the After School Program (ie. SSO). You will need to manually calculate the benefits amount by adding up total amounts for overtime salaries, and multiplying by 22%.
3000's	Employee Benefits for Salaried Employees (40%)	We must budget for 42% benefits cost (state, fed, FICA, unemployment, Health and Welfare) for any OUSD employee who works in the After School Program as part of their salary. You will need to auto-calculate this amount by adding up total regular salaries paid by grant, and multiplying by 42%. Usually this 40% benefit rate applies only to the Site Coordinator who is an OUSD employee.
3000's	Lead Agency benefit (rate 25 %)	Lead Agency benefit rate charged against after school grant funds cannot exceed 25%. Because this rate varies from agency to agency, it is not auto-calculated in this budget. Please calculate this cost and fill in here.
	Total benefits	This budget will auto-calculate the total benefits, including Lead Agency benefits cost (if allocated).
<b>BOOKS AND SUPPLIES</b>		

**Budget Guidance for Elementary and Middle School After School Budgets**

<b>Object Codes</b>	<b>Expense Items in "Budget"</b>	<b>Explanation and Guidance per CDE and OUSD</b>
4310	Supplies (OUSD only)	Per OUSD policy, supplies can only be purchased by OUSD, not by Lead Agency. Supplies to be used in both the school day and after school program must be joint funded, with a maximum of 50% applied to ASES/21st C. The only exception is that supplies for Supplemental programming on non-school days can be purchased by the lead agency.
4310	Curriculum (OUSD only)	Per OUSD policy, curriculum can only be purchased by OUSD, not by Lead Agency.
5829	Field Trips	Field Trips should not exceed \$3000. If your program has good reason to exceed the \$3000 cap, please discuss with your Program Manager.
4420	Equipment (OUSD only)	Per OUSD policy, equipment can only be purchased by OUSD, not by Lead Agency.
	District professional development on district PD days (Bridging the Bay conference and Youth Work Methods trainings)	OUSD holds two non-student district PD days in October and January. All sites are asked to set aside \$300 - \$500 allocation to cover the cost of trainings on these days, including the Bridging the Bay After School conference and Youth Work Methods trainings.
<b>CONTRACTED SERVICES</b>		Total books and supplies will be auto-calculated for you in this budget.
	Total books and supplies	
5825	Site Coordinator	Site Coordinator should be listed here if CBO employee. Site Coordinator and program staff can only be paid as 10-month employees with ASES and 21st Century funds (approximately 200 days of work). Match funds must cover the summer portion of a 12-month employee's salary. 21st Century funds can cover a portion of summer salaries only if the site has a 21st Century Supplemental grant.
5825	Family Liaison	Recommended for sites that have a 21st Century Family Literacy grant.
5825	Academic Instructors	Please list name of instructors or group. Also, please detail out the total cost. For example: # instructors X hourly rate X # hours/day X total # days of program. Calculation should include prep time and Professional Development time as needed.
5825	Literacy Academic Instructors (required for elementary programs)	All students in K-5 should receive 1 hr/wk of literacy instruction. OUSD will provide curriculum and training. Please indicate number of literacy instructors. Also, please detail out the total cost. For example: # instructors X hourly rate X # hours/day X total # days of program. Calculation should include prep time and 12 hrs of Professional Development time for OUSD literacy trainings. We highly recommend programs use a "specialist" staffing model, where certain line staff are academic instructors teaching literacy/math, while other line staff are in charge of enrichment. This enables programs to focus literacy/math PD on certain staff members only.

**Budget Guidance for Elementary and Middle School After School Budgets**

<b>Object Codes</b>	<b>Expense Items in "Budget"</b>	<b>Explanation and Guidance per CDE and OUSD</b>
5825	Math Academic Instructors (required for elementary programs)	All students in K-5 should receive 1 hr/wk of math instruction. OUSD will provide curriculum and training. Please indicate number of math instructors. Also, please detail out the total cost. For example: # instructors X hourly rate X # hours/day X total # days of program. Calculation should include prep time and 12 hrs of Professional Development time for OUSD literacy trainings. We highly recommend programs use a "specialist" staffing model, where certain line staff are academic instructors teaching literacy/math, while other line staff are in charge of enrichment. This enables programs to focus literacy/math PD on certain staff members only.
5825	Enrichment Facilitators	Please list name of instructors or group. Also, please detail out the total cost. For example: # instructors X hourly rate X # hours/day X total # days of program. Calculation should include prep time and Professional Development time as needed.
5825	Restorative Justice Coordinator (for 21st Century grantees receiving Equitable Access funds)	21st Century Equitable Access grantees who have school day RJ coordinators can allocate funding to extend the RJ work into after school time. This cost should stay on the school site column, if the school will contract the funds directly to the individual consultant or will contract through OUSD Behavioral Health Services or another agency.
5825	Family Liaison or Mental Health Consultants	These are highly recommended expenses for sites receiving 21st Century Family Literacy and Equitable Access funds. Funds should stay in school site column of budget if school will contract directly with an individual consultant or other agency.
5825	STEM instructors (required for middle school)	Required for Middle school sites receiving 21st CCLC grant. Minimum allocation should be 8 hrs/week of direct service, planning, and prep X 38 wks, plus 3 hrs/month of PLC participation/month. Recommended allocation: 8 hrs X 38 wks X \$25, plus 30 hrs of training time = \$8,350 suggested allocation. ASPO will provide curriculum and training for STEM (i.e. coding, MESA programming, etc.)
	College/career readiness facilitator (recommended for Middle School)	Recommended designated staff leading college & career readiness activities for at least 2 days/week in program. OUSD will be building out supports for this position in the coming year.
5825	Subcontractors (list specific agency names below)	Please list name of instructors or group. Also, please detail out the total cost. For example: # instructors X hourly rate X # hours/day X total # days. No flat rates. Subcontractors cannot charge agency indirect or admin fees to their contract. Subcontractors can only use ASES/21st Century grant funds for direct services. IMPORTANT NOTE: If a school site plans to do a direct contract with any individual consultants or other community partners (who are NOT the lead agency partner), then the funds for these contracts must remain in the OUSD column)
5825	Staff time to participate in Continuous Quality Improvement trainings and meetings	Please allocate at least 10 hours of time per program staff member to participate in the YPQI quality improvement process, including time for PCA training, scoring and planning w/data mgs, and Youth Work Methods trainings
	Total services	This budget will calculate the total cost of your contracted services.

**Budget Guidance for Elementary and Middle School/After School Budgets**

Object Codes	Expense Items in "Budget"	Explanation and Guidance per CDE and OUSD
	Subtotals DIRECT SERVICE	This budget will calculate the Direct Service SUBTOTALS. The DIRECT SERVICE portion of your budget must total at least 85% of your TOTAL GRANT AWARD, per grant requirements. If your DIRECT SERVICE subtotal is less than 85%, C41 (ASES) or F31 (21st C) will be red. In this case, you must increase your direct service allocations to be grant compliant.
IN-KIND DIRECT SERVICES		List and estimate the value of all in-kind services and resources provided by the school or lead agency in support of the after school program. This can include the value of volunteers, agency additional resources for trainings, supplies, etc., free field trips, leveraged community resources, etc.
LEAD AGENCY ADMINISTRATIVE COSTS		To be compliant, the total indirect/admin charges from this grant cannot exceed 15% of the total grant. A lead agency can take up to 4% of their total contracted amount for admin cost. However, if the agency/admin fee causes the overall grant to exceed 15% for total admin/indirect, then the agency fee must be reduced accordingly to allow the overall admin/indirect to stay within the allowable 15%. The cell auto-calculates the lead agency fee as the total amount allowable to keep the grant within the overall 15% allowable charge for admin/indirect. This amount can be reduced, but not increased. Check the percentage in D68 to be sure that the total indirect/admin has not exceeded 15%. Agency Admin costs charged to grants must be detailed in budget addendum.
	Lead Agency admin (4% max of contracted \$)	
SUB-TOTALS	Total Administrative/Indirect costs per column	Total Admin/Indirect subtotals per column will auto-calculate in this budget. Please note that the sum of both columns of admin/indirect cannot exceed 15% of the total grant award. This is also auto-calculated for you. If C47 (ASES) or F47 (21st C) is red, this means that you have exceeded the 15% admin/indirect cap and must reduce the Lead Agency admin cost.
TOTALS	Total budgeted per column	TOTAL per column will auto-calculate your direct and indirect costs for OUSD and Lead Agency.
	Total BUDGETED	Total BUDGETED will auto-calculate your cumulative total by fund, ASES or 21st C. This total should equal your "TOTAL GRANT AWARD TO SITE" when you are finished.
	BALANCE remaining to allocate	This is the total amount you have left to allocate in your budget. When you are finished, this number should be zero.
	TOTAL GRANT AWARD TO SITE	Based on attendance numbers, this is your school's total grant award from CDE for the upcoming school year. ASES grants are based on \$8.19 per child per day and 21st Century grants are based on \$7.50 per child per day

**IMPORTANT NOTE ABOUT SCHOOL YEAR SUPPLEMENTAL PROGRAMMING GRANT AMOUNT:** These funds are restricted to 21st Century elementary and middle school programs only. To calculate the grant amount that should be put at the top of the "School Year Supplemental" column, multiply the following: Number of Supplemental Program Days X Anticipated number of students per session X \$7.50 = Supplemental Grant Award Amount (For example: 10 supplemental program days X 40 students each day X \$7.50 = \$3000 supplemental grant award amount)

**IMPORTANT NOTE ABOUT EQUITABLE ACCESS AND FAMILY LITERACY USE OF FUNDS:**  
 These funds cannot be used to fund core after school programming. Rather, Equitable Access funds are intended to reduce barriers to program

Cell: B28

Comment: QUSD holds two non-student district PD days in October and January. All sites are asked to set aside a \$500 allocation to cover the cost of trainings on these days, including the Bridging the Bay After School conference and Youth Work Methods trainings.

Cell: B41

Comment: Recommended designated staff leading college & career readiness activities for at least 2 days/week in program. QUSD will be building out supports for this position in the coming year, and this will become a required position for 2017-18.

Cell: B43

Comment: Please allocate at least 10 hours of time per program staff member to participate in the YPQI quality improvement process, including time for PQA training, scoring and planning w/data mtgs, and Youth Work Method trainings

Cell: B60

Comment: QUSD: Total indirect per column will auto-calculate in this budget. Please note that the sum of both columns of indirect cannot exceed 15% of the total grant award. This is also auto-calculated for you. If C47 (ASES) or F4; (21st C) is red, this means that you have exceeded the 15% indirect cap and must reduce the Lead Agency admin cost.

Cell: B51

Comment: QUSD: TOTAL per column will auto-calculate your direct and indirect costs for QUSD and Lead Agency.

Cell: B52

Comment: QUSD: Total BUDGET will auto-calculate your overall total by fund, ASES or 21st C. This total should equal your TOTAL GRANT AWARD TO SITE.

Cell: B53

Comment: QUSD: This is the total amount you have left to allocate in your budget. When you are finished, this number should be zero.

**Grant Requirements Overview for Elementary & Middle After-School Programs**

The 21st Century/ASES funded program is the umbrella for all after school programming at the school site. There should be one comprehensive after school program that unifies services offered to students and families, utilizing multiple funding sources and organization. All students must utilize QUSD approved registration forms, all attendance data must be provided to the site Coordinator, and required evaluation surveys must be completed. Special arrangements can be made in coordination with the QUSD After School Programs Office to accommodate campuses with multiple schools, fee based programs, CDCs or other special circumstances. Programs must provide structured learning opportunities for students.

Program Requirements per CDE	ASES (Resource 6016)	21st Century (Resource 4124)
<p>Programs must operate 5 days/week, commence immediately at the end of the regular school day during the school year.</p> <p>Elementary students are expected to be enrolled and participate 5 days/week. Middle school students are expected to attend a minimum of 3 days/week and 9 hours/week, but the program must operate all 5 days.</p> <p>Early release policy: QUSD has an established early release policy and waiver that must be implemented on a student-by-student basis. The program must remain open until at least 6:00 pm.</p>	<p>The 21st Century grant may have up to 4 components: 1) CORE, 2) Equitable ACCESS, 3) Family Literacy, and 4) Supplemental.</p> <p><b>CORE</b> This component is the base grant award to operate After School Programs. <b>Equitable ACCESS</b> This component provides access to students who otherwise might not be able to participate in the After School program. Such students include ELL's, students with special needs, and those with transportation issues. <b>Family Literacy</b> This component is designed to provide literacy services and support to families. Examples include, but are not limited to: - Reading and literacy classes to teach writing, speaking, and listening skills - English Literacy classes - Expanded hours for Library services - Supplemental. This component is for programming that occurs on days when school is not in regular session, such as during summer, weekends, holidays and Winter/Spring Breaks.</p>	<p>ASES has a 3:1 match requirement for funding.</p> <p><b>Match Requirement</b> OF CY: OFCY grants awards directly to lead agencies or QUSD-led sites who operate ASES-funded after school programs. These grants are not managed by the Oakland Success After School Program Office. OF CY grants fulfill the ASES 3:1 match requirement for funding. OF CY funds are to be used specifically for enrichment. OF CY grantees are required to fulfill OFCY reporting and evaluation requirements, and attend OFCY grantee meetings. Questions regarding OFCY grants should be directed to OFCY staff: <a href="mailto:mweitzel@oaklandnet.com">mweitzel@oaklandnet.com</a>.</p>
<p>ASES Grants are based on \$8.18 per child per day for after school for 180 days of the school year.</p> <p>21st Century Grants are based on \$7.50 per child per day for after school for 180 days of the school year.</p> <p>All ASES funds must be expended by June 30 of the current year. Funds cannot be carried over.</p>	<p>21st Century does not have a match requirement.</p> <p>QUSD After School programs that do not receive ASES or 21st Century grants are currently not eligible to apply for OFCY after school funding</p>	<p>Beginning with the 2017-18 school year, 21st Century grant award periods will now be 12 months. For example the 2017-2018 award period is 7/1/17 to 6/30/18. CDE will no longer allow carryover of</p>

<b>Program Staffing</b>	<p>The student-to-staff ratio may not exceed 20:1.</p> <p>All After-School staff must meet grant and OUSD requirements including:</p> <ul style="list-style-type: none"> <li>* Fingerprinting- through both DOJ and FBI</li> <li>* TB clearance</li> <li>* Meet LA qualifications (for staff directly supervising students)</li> </ul>
<b>Attendance</b>	<p><u>How many students must your program serve daily?</u></p> <p>ASES Grant Award amount divided by \$8,184/stu divided by 180 days of program equals the number of students your program is funded to serve daily. 21st Century Grant Award amount divided by \$7,504/stu divided by 180 days of program equals the number of students your program is funded to serve daily.</p> <ul style="list-style-type: none"> <li>* It is important to over-enroll to ensure full attendance is met. The grant is based on daily attendance NOT number of students registered.</li> <li>* Please note that additional students must be served to earn both ASES and 21st Century grant amounts.</li> </ul> <p><b>Example:</b>  Grant Award: \$112,500/ \$7,504/180 = 84 students  Site should plan to enroll approximately 90 students daily to ensure full attendance.</p> <p><b>Example:</b>  Grant Award: \$150,000/\$8,184/180 = 102 students  Site should plan to enroll 110 students daily to ensure full attendance</p>
<b>Accountability</b>	<p>Sites must earn 85% of attendance to be in good standing for full funding.</p> <p>For the purposes of measuring program effectiveness, ASES/21st Century programs are required to submit annual student outcome data, including:</p> <ul style="list-style-type: none"> <li>Program attendance,</li> <li>School-day attendance of participating pupils, and</li> <li>A choice among several measures grantees will choose based on their program focus: <ul style="list-style-type: none"> <li>Positive behavioral changes, as reported by school day or after school teachers</li> <li>STAR program test scores</li> <li>Homework completion rates as reported by the school day or after school teachers</li> <li>Skill development as reported by the school day or after school teachers</li> </ul> </li> </ul> <p>Additional measures developed by the California Department of Education</p>



Lead Agency					
School Site:	Urban Promise Academy				
Lead Agency:	East Bay Asian Youth Center				

Use the spreadsheet below to detail your allowable Agency Administrative costs that are charged to the after school grants. Lead Agencies can charge up to 4% of contracted funds for Agency Administrative costs, as long as the overall grant total for Indirect/Administrative costs does not exceed 15% of the total grant award. If it does exceed 15%, then the Agency Admin cost must be reduced accordingly. In order to stay in compliance with grant restrictions on indirect costs, lead agencies are only allowed to charge direct administrative costs to the ASES and 21st Century grants, and not indirect administrative costs. Administrative costs are those that provide a direct benefit to a particular program. These may include, but are not limited to: administrative work involving duplicating or reproduction, collection and maintenance of records, program planning, maintenance of student attendance system, public relations, collection and maintenance of staff job duties related to administrative tasks. Indirect costs consist of expenditures that are necessary for the general operation of the agency, but that cannot be tied directly to the after school program.

	ASES	21st Century Core	21st C Equitable Access	Supplemental	
Personnel	2,526.64			0	
Benefits	613.24				
Supplies & Equipment	199.00				
Contracted Services	203.74				
Data collection & Evaluation	71.07				
Other direct administrative costs (please describe)					
<b>TOTAL AGENCY ADMIN CHARGED TO GRANTS</b>	<b>3,613.69</b>	<b>0</b>	<b>0</b>	<b>0</b>	

**Addendum on Staff Time Allocation: Hours for direct work with students, prep time, and professional development 2018-19**

School Site:	Urban Promise Academy
Lead Agency:	East Bay Asian Youth Director

All sites must submit a budget addendum indicating how direct service staff time is divided between hours of direct work with students, prep time, and Professional Development. In order for line staff to deliver high quality after school services, it is our expectation that Lead Agencies allocate appropriately for line staff weekly Prep time and monthly Professional Development, in addition to actual hours working directly with students. The After School Programs Office recommends the following hours for Prep and Professional Development for each line staff: minimum of 1 hour of prep time per week; 10 hours for participation in YPQI continuous quality improvement processes (PQA trainings, scoring mtg, planning w/data, Youth Work Methods trainings). Additionally, agencies should budget for 10-12 hrs of content-specific PD for each staff teaching specialized activities such as literacy, math, STEM, BIC, etc. so that staff can attend OUSD learning communities and specialized trainings. We also recommend that lead agencies provide at least 1 hr/month or 10 hrs/year of agency PD for staff.

	<b>Total Budget Allocation (should be same amount listed in budget)</b>	<b>Total hours working directly with students</b>	<b>Total hours for Prep</b>	<b>Total hours for Professional Development</b>
1 site coordinator	\$66,633.00 (1600 hrs/1 staffX \$41.65/hr)	936 hrs (26 hrs/wk X36wks)	440 hrs. (10hrs/wk X36wks+20hrs/wkX4w)	224 hrs (4hrs/wk X36wks + 20hrs/wkX4wks)
1 Program Director	\$4,620.00 (80 hrs/1 staff X \$57.75/hr)		80 hrs. (2 hrs/wk X 40 wks)	
1 STEM Instructor	\$17,760.00 (925 Hrs. \$19.20/H)	720 hrs X(20 hrs/wk X 36 wks)/1 provider	180 hrs (5 hrs/wk X 36 wks)/1 provider	25 hrs 25 hrs/yr X 1 provider
7 Academic Instructors	\$124,320.00	5,040 hrs	1,260 hrs	175 hrs

1	Program	(6,475 Hrs. X (20 hrs/wk X 36 (5 hrs/wk X 36 wks)/ \$19,20/H) wks)/7 providers	720 hrs	180 hrs	25 hrs/yr X 4 providers
Assistant	\$ 20,495.00	(925 hrs/1 staff X (20 hrs/wk X 36 (5 hrs/wk X 36 wks)/1 \$22.16/hr) wks)/1 provider			25 hrs/yr X 1 provider


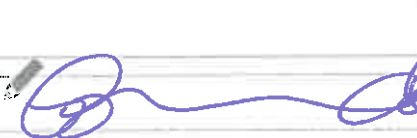




# OUSD EXPANDED LEARNING PROGRAMS

## After School Program Plan

### MIDDLE/K-8 SCHOOLS · 2018-2019

School Site <b>Urban Promise Academy</b>	
Lead Agency <b>EBAYC</b>	Date <b>3/26/18</b>
Name of After School Program <b>Urban Arts</b>	After School Site Coordinator Name (if known at this time): <b>Frederick Mesa</b>
Principal Signature 	Lead Agency Signature 

### SECTION 1: PROGRAM OPERATIONS

#### Average Daily Attendance, Program Dates, Minimum Days & Enrollment

To be compliant with grant requirements, the after school program must commence immediately upon the conclusion of the regular day, operate a minimum of 15 hours/week, and be open until at least 6pm on every school day for elementary and middle schools. (EC 8483) Programs are required to operate all 180 days of the school year.

*\*CDE allows programs to close for a maximum of 3 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.*

**143** Projected daily attendance for 2018-19 school year program

**Program Operations for the 2018-19 school year**

08 / 13 / 18	First Day	05 / 30 / 19	Last Day
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**List the three days (if any) your program plans to close this year for PD.** The program must be open every other day of the school year.

11 / 09 / 18	3 / 29 / 19	05 / 30 / 19
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## SECTION 1: PROGRAM OPERATIONS, continued

### Minimum Days

When a school holds minimum days, the after school program is required to begin as soon as the school day ends, and run a long day until 6pm. Minimum days have significant impact on 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.

#### Projected Number of Minimum Days for School Year 2018-19

36

\*School should provide lead agency with a calendar of minimum days before the 1st day of school.


**Describe funding plan** to operate program on the minimum days indicated above, including additional school resources (if any). (560 Characters)

EBAYC has budgeted for and can absorb staff hours for the 36 regular minimum days in the school year. However, any additional minimum day(s) that exceed the 36 minimum days are not accounted for in our budget and we would like the school to assist in developing a strategy to 1) support the after school staff's increased work hours on additional minimum day(s) (\$52.50/day/mentor) or 2) agreement that program will operate until 6:00 p.m. however not at maximum capacity.

*Please note that the grants from CDE do not increase funding for minimum days. If the school adds additional minimum days beyond the projected number above, **what school funds will be utilized** to fund these additional hours of program?* (560 Characters)

See above plans for additional minimum days that exceed the projected number of minimum days.

### Enrollment Process & Timeline

  **Attach** your enrollment timeline to this document. **Describe** how your school will identify and recruit students beginning in Spring 2018. **Indicate** how families will be notified of 2018-19 enrollment before the last day of school.

Important dates to include in your timeline:

- **April - June:** Spring enrollment for 2018-19 programs.
- Families will be notified of 2018-19 after school enrollment before the **last day of school, June 2018**.
- After school programs begin on **first 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, 2018**, except for slots reserved for transitional students (i.e., Foster and Homeless youth; Newcomers) entering the school mid-year.
- All programs must maintain **waitlists** after program slots are filled.

## 18-19 Urban Promise Academy Enrollment Process & Timeline

<b>Timeline</b>	<b>After School Enrollment Steps/Process</b>
April 2018	Program Enrollment Announcement
May 1, 2018	Release of Application, Recruitment & Intake
June 1, 2018	Families notified of program enrollment
August 2018	New school year enrollment for remaining slots
August 13, 2018	First Day of Program
Sept 2018	Program Orientation for parents
Aug 2018 - May 2019	Waitlist maintained

<b>Target Population(s)</b>	<b>Specific Data to Inform Selection of Program Participants</b>
Homeless/Foster Youth	COST referral/recommendation
English Language Learners and/or New Comers	Academic performance data (i.e. SRI, ELPAC)
Students in need of additional social and emotional learning skills development	Staff referral/recommendation, parent/caregiver feedback and student self-selection

## SECTION 2: PROGRAM DESIGN & PRIORITIES

List **2-3 program goals** for students:

(342 Characters)

1. After school program participants will demonstrate active engagement in their academic growth.
2. After School program participants will demonstrate active engagement in their social and emotional growth.
3. After school program participants will demonstrate active engagement in college and career exploration and planning.

### Targeted Populations to Be Served

Which grade levels will you serve in this program? (Check all that apply.)

- TK
- K
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12

Describe who your program will serve.	Specify how students are selected.	Identify recruitment strategies.
Target Population(s)	Specific Data to Inform Selection of Program Participants	Targeted Recruitment Strategies
Homeless youth	Slots for homeless(transitional) students are allocated and students are given priority enrollment.	Students are identified by the cost team or administration at the beginning of the year and referred to After School Program.
Foster youth	Slots for foster care students are allocated and students are given priority enrollment.	Students are identified by the cost team or administration at the beginning of the year and referred to After School Program.
<b>Newcomers</b> INCLUDES REFUGEES/ASYLEES/ UNACCOMPANIED IMMIGRANT YOUTH (UIY)	Slots for all Newcomers are allocated in the program. Newcomer students are mandated to be in after school program.	Newcomer students are mandated to be in after school program.
Other:		

### Modifications For High Need Transitional Students

How will you **modify your enrollment and attendance policies** to make your program accessible for foster, homeless, and newcomer students who transition into the school mid-year? (1,150 Characters)

We have made it a policy to allocate slots for mid-year foster, homeless, and newcomer students who arrive to school and we register them for program immediately.



## SECTION 2: PROGRAM DESIGN & PRIORITIES

### Addressing Needs of Underserved/Vulnerable Populations

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.*). (3940 Characters)

Our program will provide a Black Family focus group producing several Black Family Summits through out the school year to ensure Black family and student voice in both the After School Program as well as the regular school day. We will also provide a Black Youth Leadership Team who will present and facilitate at several All School Daytime Assemblies during Black History Month, Martin Luther King Jr. Celebration, and International Women's month.

## SECTION 3: ALIGNMENT WITH DISTRICT & SCHOOL PRIORITIES

### OUSD Strategic Targets

In OUSD's Pathway to Excellence Strategic Plan, ultimately the entire OUSD school system is working toward the goal to prepare all students to be college, career, and community ready. To meet this strategic goal, middle schools must prepare their students to be *high school ready* by the time they graduate from the 8<sup>th</sup> grade.

#### High School Readiness

OUSD measures high school readiness by the percentage of 8th graders who meet the following criteria at the end of the 8<sup>th</sup> grade:

- a 2.5 or better GPA;
- no Ds or Fs in Math or English; no suspensions; and
- at least a 96% attendance rate for their 8th grade year.

**Complete the matrix** to indicate how your after school program will work collaboratively with your school partner to make progress toward achieving this target for the 2018-19 school year.

District Strategic Target	Describe the ASP activities that will support this district strategic target (144 Characters)	Target Population (300 Characters)	Measurable Outcomes (144 Characters)
High School Readiness	Career Pathways This class will work with students to identify interests that correspond with specific career fields.	All students in the UPA ASP are targeted to meet the goal	Students will be able to name career fields and occupations associated with those career fields.
	College and Career 8th grade students will take a 6 week workshop that highlight A-G requirements for graduation. This will be supplement the classes they will take around college readiness.	8th grade students in ASP	Students will have the ability to explain the A-G requirements to graduate from High School as well as college entrance requirements.
	College and Career 2 workshops will be provided to 8th grade students that will familiarize them with the High School options process as well as identify possible high schools they will select in the process.	8th grade students in ASP	Students will be able to explain to their families the OUSD High School options process as well as identify High Schools they feel are a good fit for their educational goals.



## SECTION 3: ALIGNMENT WITH DISTRICT & SCHOOL PRIORITIES, continued

### Social and Emotional Learning (SEL)

Developing SEL skills in students and 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.

Please **indicate which strategies** will be used to support Social Emotional Learning. Check all that apply.

Intentional Skill Development for students

- Instructional Methods and Curriculum
- Targeted program components focused on developing SEL 5 components
- Intentional PD to develop SEL skills in program staff so they can model for students (i.e. 3 Signature Practices)

Describe how you will intentionally **develop SEL skills**:

(320 Characters)

EBAYC will partner with the school day to offer SEL trainings for after school staff and create curriculum and lesson plans that support SEL skills. We will identify our program's relative area of strength, make a list of all of the environmental actions and programmatic elements that are currently in place to support intentional practice in this area. These strategies are part of our SEL toolbox that we can use as a foundation to build additional strategies into our program. We will identify one of the four areas to target for improving your intentionality in practice.

### Coordination to Support the Whole Child

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?

- COST team (Coordination of Services Team)
- SST (Student Study Team)
- SSC (School Site Council)
- ILT (Instructional Leadership Team)
- PTA
- Attendance Team/Workgroup
- SPSA Site Planning team
- School Culture/Climate Committee
- School Safety Committee
- Other

Specify:

School Re-Design Team

**List key community partners** whom you will actively collaborate with to accomplish the goals of your program.

(320 Characters)

Key partners we will collaborate include Love Cultivating School Yards. LCS will provide a class on garden maintenance, sustainable ecology, and environmental justice. Upward Roots. UR will provide curriculum and coaching on Community Service Learning Projects. Women's Audio Mission. WAM will provide a class for female identifying students in the areas of video, audio, and music production. MESA will provide a class geared to science, technology, math and engineering. The class will compete in STEM competitions.

Describe **how you will collaborate** with the partners listed above.

(320 Characters)

The UPA Urban Arts program will collaborate with the listed partners through various trainings, meetings, and curriculum development. Through these collaborations we will customize the best learning and enrichment opportunities for our students to be engaged in both academic and personal achievement while also contributing and representing our school community.

**SECTION 3: ALIGNMENT WITH DISTRICT & SCHOOL PRIORITIES, continued**

**Program Activities Aligned to SPSA Goals**



**List** your school site priorities for each priority area.

**Describe** the activities your program will offer to support the school priority areas.

Priority Area	List the language from the school SPSA that describes school site goals and/or actions related to this area. (200 Characters)	Describe the after school activities that will support this school priority/goal. (200 Characters)
Language & Literacy	A quality school offers a coordinated and integrated system of academic and learning support services provided by adults and youth.	All ASP students who are below grade level benchmarks. Students will receive 2 hours of ELA and reading intervention per week. Through homework support, skill building and tutoring in a small interbention class. +
Mathematics	A quality school offers a coordinated and integrated system of academic and learning support services provided by adults and youth.	All ASP students who are below grade level benchmarks. Students will receive 2 hours of math intervention per week. Through homework support, skill building and tutoring in a small intervention classes. +
Conditions for Learning (Culture & Climate)		
Family & Student Engagement	Family Learning Nights A quality school provides opportunities for families to understand what their child is learning; why they're learning it; what it looks like to perform well. +	Parents and caregivers participate in specific information-sharing and skill-building activities that help support their child's learning. Activities include: Building Relationships with Your Child's Academic +
Attendance	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 +	a) Recruit and address the needs of students who are at risk of chronic absenteeism. Review students' program and school attendance. b) Inform parents about the importance of +
Arts/Music/Languages/Elective OR Additional Priority	A quality school provide enrichment supports before, during, and after school. Students will have opportunities to learn a foreign language, participate in music and/ or art classes. +	Students will participate in 4 hours of class per week. The classes will focus on Introduction to foreign language, art, or music with additional opportunities for advanced levels mid year. +

These after school activities were jointly created and agreed to by the Principal and Lead Agency.

  PRINCIPAL INITIALS

  LEAD AGENCY INITIALS



## SECTION 4: PROGRAM COMPONENTS

### Academics

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.

Your program can offer a range of academic supports including:

1. Homework Support
2. Tutoring
3. Academic skill building
4. Targeted intervention
5. Direct instruction (literacy, math)
6. Language development for English Language Learners

	List of program (96 Characters) FREQUENCY: HRS/WK	SPSA/QAP goal(s) or school need supported by activity	Target population	Measurable Outcomes
<b>Homework Support</b>	5 days a week for 1 hour	A quality school offers a coordinated and integrated system of academic and learning support services provided by adults and youth.	All ASP students	Students will receive 5 hours of homework support for 36 weeks.
<b>Teacher-led intervention</b>				
<b>Other:</b>				
<b>Other:</b>				

### Quality Support Coach

Describe your **plans to utilize the Quality Support Coach** to support alignment with the school day. (420 Char.)

The Quality Support Coach will provide monthly training, coaching, classroom observation & feedback, curriculum development, classroom management, and youth development practices.

## SECTION 4: PROGRAM COMPONENTS, continued

### Enrichment

Please **list enrichment activities** your program will offer. Enrichment activities and physical activity/recreation are required components of the ASES, 21<sup>st</sup> Century and ASSETs grants.

Description of Program/ Activity & Frequency (hrs/week) (108 Characters)	Single Plan for Student Achievement (SPSA)/Quality Action Plan (QAP) goal(s) or school need supported by activity (119 Characters)	Target Population (70 Characters)	Targeted Skills (check)							Identified By (check)				
			Academic skill dev.	Arts learning	College/Career Readiness	Health & Wellness	Social/Emotional Learning	STEM/Technology	Youth Leadership	Parents	Students	QAP	School	Other:
MESA	A quality school provides enrichment supports before, during, and after school.	20 students in the after school program.	✓					✓	✓		✓		✓	
STEM programming	A quality school provides enrichment supports before, during, and after school.	20 students in the after school program.	✓		✓			✓			✓		✓	
Career Exploration	A quality school provides enrichment supports before, during, and after school.	All ASP students.	✓		✓				✓	✓	✓		✓	

## SECTION 4: PROGRAM COMPONENTS, continued

### Enrichment, continued

Description of Program/ Activity & Frequency (hrs/week) (126 Characters)	Single Plan for Student Achievement (SPSA)/Quality Action Plan (QAP) goal(s) or school need supported by activity (126 Characters)	Target Population (70 Characters)	Targeted Skills (check)							Identified By (check)				
			Academic skill dev.	Arts learning	College/Career Readiness	Health & Wellness	Social/Emotional Learning	STEM/Technology	Youth Leadership	Parents	Students	QAP	School	Other:
College and Career 1 day a week for 1 1/2 hours	A quality program provides enrichment supports before, during, and after school.	6th graders and 8th graders			✓					✓		✓		
Trenza 1 day a week for 1 1/2 hours	A quality program provides enrichment supports before, during, and after school.	Newcomers who identify as female.				✓	✓			✓	✓		✓	
Gardening 2 days a week for 1 1/2 hours	A quality program provides enrichment supports before, during, and after school.	Newcomers and ELL students				✓				✓	✓	✓	✓	
STEM 5 days a week 1 1/2 hrs	A quality program provides enrichment supports before, during, and after school.	Open to all ASP students	✓	✓						✓	✓	✓	✓	

## SECTION 4: PROGRAM COMPONENTS, continued

### Physical Activity/Recreation

Please **list recreation activities** your program will offer.

Description of Program/ Activity & Frequency (hrs/week) (140 Characters)	SPSA/QAP goal(s) or school need supported by activity (140 Characters)	Target Population	Identified By (check)				
			Parents	Students	QAP	School	Other:
Co-Ed Flag Football	A quality school provides enrichment supports before, during, and after school.	Open to all ASP students.		✓		✓	
Girls and Boys Basketball	A quality school provides enrichment supports before, during, and after school.	Open to all ASP students.		✓		✓	
Girls and Boys Soccer	A quality school provides enrichment supports before, during, and after school.	Open to all ASP students.		✓		✓	
Girls and Boys Volleyball	A quality school provides enrichment supports before, during, and after school.	Open to all ASP students.		✓		✓	

### Culture & 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.

The following are strategies that OUSD schools are taking to create positive school culture and climate. **Select at least one strategy to implement:**

- Positive Behavioral Intervention and Supports (PBIS)
- Restorative Justice/Restorative Practices (RJ)

What practices does your program have to **support culture and climate? How will you align these practices with school day efforts?** (1,955 Characters)

School and EBAYC After School Program will partner to ensure that the after school program is aligned in supporting these efforts. The goals of the partnership are to transform school culture and climate with planning meetings, sharing ideas, fostering collaborative leadership, and collaborating to sponsor school wide events. In addition

A quality program provides opportunities for families to understand what their child is learning; why they're learning it; what it looks like to perform well. EBAYC ASP will provide students an opportunity to showcase and present skills learned and gained from the after school program to peers, parents, staff and community members.



## SECTION 4: PROGRAM COMPONENTS, continued


### Family Engagement / Family Literacy

Please list any additional family engagement activities your program will offer, that are not already listed in Sections 4 above.

After school programs can help foster parent involvement, connect families to the larger school community, and communicate important information related to the 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 21<sup>st</sup> 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.

Type of Activity and Frequency (195 Characters)	SPSA/QAP goal(s) or school need supported by activity (195 Characters)	Describe how this activity is connected to student achievement (195 Characters)	Measurable Outcome (195 Characters)	Alignment with school day family engagement / efforts or resources (195 Characters)
Family Learning Nights	A quality school provides opportunities for families to understand what their child is learning; why they're learning it; what it looks like to perform well.	Parents and caregivers participate in specific information-sharing and skill-building activities that help support their child's learning. Activities include: Building Relationships with Your Child's 	75% of participants' parents will attend the Family Learning Nights.	Site coordinator will collaborate with school to support family engagement activities.

## SECTION 5: CONTINUOUS QUALITY IMPROVEMENT PROCESS

OUSD ASPO's utilize a Continuous Quality Improvement (CQI) process to improve staff practices with students. We utilize a cycle of assess, plan, and improve to observe staff behavior and student experiences, identify areas of strength and improvement, and then provide staff support to improve.

**Respond** to the following prompts based upon your 2017–18 Program Quality Assessment (PQA) observations and Quality Action Plan (QAP) goals.

What areas did your program identify as **strengths**?

(880 Characters)

1. One program strength is that all our line staff attended the UPA Urban Arts ASP when they were in middle school. They are all from the community in which we serve and are all attending or graduated from College, which makes them great role models for the students in our program.
2. Another program strength is that 75% of the above mentioned staff also work during the day as Teachers, Instruction Aides, Restorative Justice Facilitators and Academic Mentors. This daytime contact reinforces the alignment between daytime and ASP in respect to behavior expectations, community cohesiveness, and program visibility and collaboration.

What areas did your program identify as **needing improvement**?

(880 Characters)


1. One area that needs improvement is providing additional professional development opportunities for staff members to grow. In addition creating more opportunities for staff observations of each other so that they can gain ideas to implement in their classes that some of their colleagues are utilizing.
2. Providing more opportunities for youth to plan and lead activities so that classes are youth centered and not instructor centered. We would like to provide more opportunities for student engagement and student choice in the next years classes, fieldtrips and expo events.

Indicate the priority 2–3 **Youth Work Method Training sessions** that best align with your line staff's professional development needs for 2018–19.

- |  |   |
|--|---|
| <input type="checkbox"/> Introduction to the Active-Participatory Approach | <input checked="" type="checkbox"/> Planning & Reflection |
| <input checked="" type="checkbox"/> Active learning                        | <input type="checkbox"/> Reframing Conflict               |
| <input type="checkbox"/> Ask-Listen-Encourage                              | <input type="checkbox"/> Structure and Clear Limits       |
| <input checked="" type="checkbox"/> Building Community                     | <input checked="" type="checkbox"/> Youth Voice           |
| <input type="checkbox"/> Cooperative Learning                              | <input checked="" type="checkbox"/> Teen Advisory Council |
| <input type="checkbox"/> Homework Help                                     |   |

## SECTION 6: PROGRAM SCHEDULE & MODEL

### Program Schedule

  **Submit your program schedule for 2018-19** as an attachment, using the standard program schedule template. The after school schedule must indicate the school name, program name, and the program year. *Please note that programs will be asked to submit updated program schedules at the beginning of both the Fall and Spring semesters. The Program Schedule must clearly show when all after school activities listed in this program plan will be taking place.*

Make sure program schedule clearly shows when the following middle school program requirements will take place:

- MESA programming one hour/week
- STEM programming one hour/week
- Career exploration programming

  Also submit a copy of the **school bell schedule** for the 2018-19 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).*

### Program Model

For 2018–2019, **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

### 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 math or literacy intervention and ELL instruction.

*Important note: Teachers on extended contract who are providing direct services to students after school must be paid at the negotiated rate of \$26.61/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 \$34.67 for their staff capacity-building services. Teachers doing direct service work after school must be paid with an extended contract. Note these pay rates may change if there are district pay raises next year.*

**List after school classes/activities** that will be facilitated by teachers on extended contract. INCLUDE ANTICIPATED HRS/WK. (550 Characters)

none



**URBAN ARTS**

**After School Program Schedule 2018-19**

<b>Time</b>	<b>Monday</b>	<b>Tuesday</b>	<b>Wednesday</b>	<b>Thursday</b>	<b>Friday</b>
<b>3:00 – 3:15</b>	Sign-in	Sign-in	<i>Early Dismissal</i>	Sign-in	Sign-in
<b>3:15 – 4:00</b>	Academic Support Spanish Art Boost Student Leadership Math Intervention	Academic Support Spanish Art Boost Student Leadership Math Intervention	<b>1 - 1:45</b> Lunch/Recess	Academic Support Spanish Art Boost Student Leadership Math Intervention	Academic Support Spanish Art Boost Student Leadership Math Intervention
<b>4:00 – 4:15</b>	Supper	Supper	<b>1:45 - 3:00</b> Academic Support	Supper	Supper
<b>4:15 – 5:45</b>	Girl's Soccer H.W. Club Girl's Basketball Computer Club Run Club Hip Hop Dance Flag Football	Boy's Soccer H.W. Club ART Club Boy's Basketball Computer Science MESA	<b>3:00 – 3:15</b> Supper	Girl's Soccer H.W. Club ART Club Boy's Basketball Computer Science Hip Hop Dance	Boy's Soccer H.W. Club Sports and Rec. Boy's Basketball Girl's Sports LCS Garden Computer Club
<b>5:45 – 6:05</b>	Snack	Snack	<b>3:15 – 4:30</b> Enrichment 1: College & Career Soccer Computers Trenza Girls Sports	Snack	Snack
<b>6:05</b>	Program Closure	Program Closure	<b>4:30 5:45</b> Enrichment 2: H.W. Club Flag Football Soccer Girls Bball Run Club HipHop Dance Sports Rec	Program Closure	Program Closure
			<b>5:45 – 6:05</b> Snack		
			<b>5:45 – 6:05</b> Program Closure		

# Urban Promise Academy 2018-2019 Bell Schedule

Monday		Tuesday		Wednesday		Thursday		Friday	
AM Boost 8:00-8:40	AM Boost 8:00-8:40	AM Boost 8:00-8:40	AM Boost 8:00-8:40	Crew 8:45-9:35		AM Boost 8:00-8:40	AM Boost 8:00-8:40	AM Boost 8:00-8:40	AM Boost 8:00-8:40
Crew 8:45-9:00	Crew 8:45-9:00	Crew 8:45-9:00	Crew 8:45-9:00	Mentor (6th) 9:37-10:40	Block 1 (7th) 9:37-10:44	Crew 8:45-9:00	Crew 8:45-9:00	Crew 8:45-9:00	Crew 8:45-9:00
Period 1 9:02-10:01	Period 1 9:02-10:01	Period 1 9:02-10:01	Period 1 9:02-10:01	Block 1 (6th) 10:43-11:46	Mentor (7th) 10:44-11:44	Period 1 9:02-10:01	Period 1 9:02-10:01	Period 1 9:02-10:01	Period 1 9:02-10:01
Period 2 10:03-11:02	Period 2 10:03-11:02	Period 2 10:03-11:02	Period 2 10:03-11:02	Block 2 (6th) 11:49-12:52	Block 2 (7th) 11:47-12:52	Period 2 10:03-11:02	Period 2 10:03-11:02	Period 2 10:03-11:02	Period 2 10:03-11:02
Period 3 (6 <sup>th</sup> /8 <sup>th</sup> ) 11:04-12:03	Period 3 (6 <sup>th</sup> /8 <sup>th</sup> ) 11:04-12:03	Period 3 (6 <sup>th</sup> /8 <sup>th</sup> ) 11:04-12:03	Period 3 (6 <sup>th</sup> /8 <sup>th</sup> ) 11:04-12:03	Lunch (optional) 12:50-1:00		Period 3 (6 <sup>th</sup> /8 <sup>th</sup> ) 11:04-12:03	Period 3 (6 <sup>th</sup> /8 <sup>th</sup> ) 11:04-12:03	Period 3 (6 <sup>th</sup> /8 <sup>th</sup> ) 11:04-12:03	Period 3 (6 <sup>th</sup> /8 <sup>th</sup> ) 11:04-12:03
7 <sup>th</sup> Recess 11:04-11:24 Lunch 11:24-11:44	7 <sup>th</sup> Recess 11:04-11:24 Lunch 11:24-11:44	7 <sup>th</sup> Recess 11:04-11:24 Lunch 11:24-11:44	7 <sup>th</sup> Recess 11:04-11:24 Lunch 11:24-11:44	Staff PD 1:30-3:00		7 <sup>th</sup> Recess 11:04-11:24 Lunch 11:24-11:44	7 <sup>th</sup> Recess 11:04-11:24 Lunch 11:24-11:44	7 <sup>th</sup> Recess 11:04-11:24 Lunch 11:24-11:44	7 <sup>th</sup> Recess 11:04-11:24 Lunch 11:24-11:44
6 <sup>th</sup> Lunch 12:05-12:25 Recess 12:25-12:45	6 <sup>th</sup> Lunch 12:05-12:25 Recess 12:25-12:45	6 <sup>th</sup> Lunch 12:05-12:25 Recess 12:25-12:45	6 <sup>th</sup> Lunch 12:05-12:25 Recess 12:25-12:45			6 <sup>th</sup> Lunch 12:05-12:25 Recess 12:25-12:45	6 <sup>th</sup> Lunch 12:05-12:25 Recess 12:25-12:45	6 <sup>th</sup> Lunch 12:05-12:25 Recess 12:25-12:45	6 <sup>th</sup> Lunch 12:05-12:25 Recess 12:25-12:45
8 <sup>th</sup> Recess 12:05-12:25 Lunch 12:25-12:45	8 <sup>th</sup> Recess 12:05-12:25 Lunch 12:25-12:45	8 <sup>th</sup> Recess 12:05-12:25 Lunch 12:25-12:45	8 <sup>th</sup> Recess 12:05-12:25 Lunch 12:25-12:45			8 <sup>th</sup> Recess 12:05-12:25 Lunch 12:25-12:45	8 <sup>th</sup> Recess 12:05-12:25 Lunch 12:25-12:45	8 <sup>th</sup> Recess 12:05-12:25 Lunch 12:25-12:45	8 <sup>th</sup> Recess 12:05-12:25 Lunch 12:25-12:45
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## SECTION 7: PROGRAM FEES

Will your after school program **charge program fees** for the 2018–19 school year?  Yes  No

If, "YES, program fees will be charged," please **complete** the following assurances.


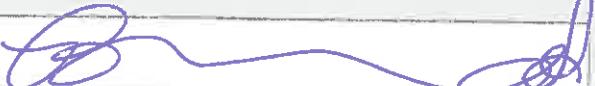
*Both the Principal and Lead Agency partner should initial.*

Principal	Lead Agency	Assurances
CF	B.S	Our program <b>will not turn away</b> any eligible student from program participation due to inability to pay program fees. We understand that California Education Code prohibits program fees from being a barrier to program participation.
CF	B.S	Our program will <b>communicate</b> in writing and verbally to parents/guardians that an eligible child will not be turned away from program participation due to inability to pay.
CF	B.S	Our program will <b>publicize the program fee structure</b> in written program materials for parents/guardians.
CF	B.S	Our program shall not charge a fee to a family for a child if the program knows that the child is a <b>homeless youth</b> , as defined by the federal McKinney-Vento Homeless Assistance Act (42 U.S.C. Sec. 1143a), or for a <b>child who the program knows is in foster care</b> .
CF	B.S	Our program will provide <b>receipts</b> to parents/guardians for each payment made.
CF	B.S	The lead agency will <b>manage funds</b> raised by program fees according to standard accounting practices, and will provide quarterly Income Statements to the Principal and OUSD Expanded Learning Office detailing amount collected from program fees and expenditures.
CF	B.S	The lead agency will establish a <b>letter of agreement</b> directly with the school site, indicating that all program fees collected will be expended only at this school site for after school expenditures; will be carried over to the following fiscal year if funds remain; and will remain at the school site if there is a change in lead agency partner.

Please **attach** a copy of written program materials describing the 2018-19 program fee structure (i.e., parent letter, parent handbook, etc.).

PRINCIPAL SIGNATURE

LEAD AGENCY SIGNATURE

**EBAYC Tuition Policy 2018-2019**  
**Elementary & Middle School - Summer and After School Programs**

**Program Tuition:** Tuition is assessed uniformly across all elementary and middle school after school programs and summer program. Revenue generated from tuition collection is used to support the operations of these programs.

A tuition payment is due on the stated date on the invoice. The tuition rate applies to all students enrolled in the program, with the exception of sibling discount and/or approved Tuition Reduction form.

EBAYC will continue to accept students under each program's existing enrollment guidelines. A family's ability to pay tuition is not a factor in the acceptance of a student into our programs. We will not turn away any student for their inability to make a payment.

**Payment Method:** Families have the choice of paying quarterly (every 3 months), or monthly or for the whole year in one payment in cash, check, money order, or credit card. A bounced check will be assessed a \$25 penalty fee. After three bounced checks, families will be required to make payments in cash, money order, or credit card.

**Full Year Payment Discount:** A \$15 discount is applied if a Full-Year Payment is made in one installment by **October 10, 2018**. This discount does not apply in the Summer Program.

**Sibling Discount:** The first student pays the full tuition amount and a \$70 discount is applied for each additional sibling enrolled in an EBAYC program. A sibling is defined as each of two or more children, or offspring, having one or both parents/guardians in common - a brother or sister, or any children a parent or guardian is financially liable for. Guardians must show proof of students listed as dependent on the most recent tax return form.

**Tuition Reduction:** Tuition Reduction forms are reviewed after it has been fully completed and submitted with all required documentations. Families will be notified within fifteen (15) business days of submission. Upon approval of the Tuition Reduction form, parents may either accept the discount or they can appeal the decision, please see your Program Director for the Tuition Reduction Appeal Form. Sibling and \$15 Full-Year Payment Discounts cannot be combined with Tuition Reduction discount; and the greater of the discounts will be applied to your invoice.

**Refunds:** Prorated refunds will be made as a result of withdrawal or dismissal from the program. A prorated refund will be provided upon receipt of a thirty (30) business days with advance written notice for program withdrawal from parents or guardians. Refunds are only processed during the current school year of withdrawal, or dismissal, in the form of a check. If the check is not cashed in 90 days, or by June 1, it will be forfeited as a donation to EBAYC. Refunds are not available to families who pay in full before submitting an approved Tuition Reduction Form.

**Policy Changes:** Policies are subject to change. Notifications will be mailed 15 business days prior to effective date.

*By signing below, I am stating that I have read, understood, and will comply with the above tuition policy of EBAYC.*

Student Name(s)	School Site
X _____	_____/_____/_____ Date
Parent or Guardian Signature	Print Name

**EBAYC Tuition Frequently Asked Questions (FAQs) 2018-2019**  
**Elementary & Middle School Elementary - After School Programs**

*Please note this FAQ only applies to our Elementary and Middle School Programs.*

**Why do we have student tuition now when we didn't need to pay before?**

In spite of our best efforts to fundraise for our summer and after school programs, EBAYC continues to face funding cuts over the years. In the past, we have relied on EBAYC's savings to fill the budget gap. We do not have any more savings. So, we're asking families to make tuition payment so that we can continue to run our programs.

**Will my tuition payment mean that I will receive more or higher quality of services?**

EBAYC is *always* striving to provide the highest quality of services regardless of accepting tuition or not. However, this tuition collection will only serve the purpose of filling our budget gap and DOES NOT directly support any program enhancements. We do not provide any special treatment to those who can pay tuition and/ or provide additional donations.

**What does the tuition cover?**

The tuition covers program's operation costs such personnel, supplies, etc., which are critical to operating a successful after school program.

**What if I cannot afford to pay the tuition?**

You can fill out EBAYC's Tuition Reduction form. Please ask your Program Director for a copy of the form. You will get a response within 15 business days upon submission of your fully completed form. Upon approval of the Tuition Reduction form, parents may either accept the discount or appeal the decision, please see your Program Director for the Tuition Reduction Appeal Form. No student is denied services because of their inability to make tuition payment.

**When should I fill out a Tuition Reduction form?**

Tuition Reduction forms are due once every school year within 30 days of your child's first day of program.

**How often should I fill out the Tuition Reduction forms?**

If you believe you qualify for a tuition reduction, it must be filled out at the start of every After School Program year as financial conditions may be changing from year to year. Does not apply to summer.

**If I paid in advance for the entire year, then I applied for a tuition reduction, can I still receive a refund?**

No, tuition reductions can only be applied to current open balances and cannot be applied retroactively.

**Will tuition affect my child's enrollment in the After School Program?**

No, tuition does not affect your child's enrollment in EBAYC's after school program. Students are accepted into after school based on existing program enrollment guidelines.

**Is there a discount if I have more than one child enrolled in the EBAYC After School Program?**

Yes, there is a \$70 discount for each additional sibling(s) enrolled in EBAYC's elementary or middle after school after school programs.

Please note a sibling is defined as each of two or more children or offspring having one or both parents/guardians in common; a brother or sister. Cousin(s) are also eligible for sibling discount if the same Parents/Guardians are financially responsible for him/her. If requested, guardians must show proof of students listed as dependent on their most recent tax return form.

Students	Quarterly Cost	Total Cost (9.5 months)	Early-Payment Discount (-\$15)
1 <sup>st</sup> child (with \$30 deposit)	\$85/quarter	\$285	\$270
2 <sup>nd</sup> child (with \$30 Deposit)	\$62/quarter	\$215	n/a

All cost are rounded to the nearest dollar.

**Is there a discount if I pay in full?**

There is a \$15 discount per family for After School Programs if made by **Oct. 10, 2018**.



**Can I combine sibling discount, full payment discount and tuition reduction?**

Sibling discounts, \$15 Full-Year Payment discount *per family*, and approved tuition reductions cannot be combined. The greatest of the three discounts will be applied to your invoice.

**What is the application deposit for?**

The application deposit is used to process your child’s application for enrollment in the after school program. If accepted into the program, the deposit will be applied toward program tuition payment. Declined or waitlisted students will receive a full deposit refund upon 30 business days after program’s start date.

**When can I expect an invoice?**

The first invoice will be by mid/late September. Thereafter, invoices are distributed monthly.

**When are payments due?**

Payments are due on the **second WEDNESDAY of each month**. For those who wish to **make quarterly payment**, please see below payment schedule. Summer Payments are due by June 1<sup>st</sup>.

AFTER SCHOOL PROGRAM Quarterly Payment Schedule	
Due Date	Amount Due*
August (Enrollment Deposit)	\$30
October 10 <sup>th</sup>	\$85
January 9 <sup>th</sup>	\$85
April 10 <sup>th</sup>	\$85
<b>TOTAL</b>	<b>\$285</b>

\*Amounts do not reflect sibling discounts and/or approved tuition reduction requests.

**How do I make my payment for tuition? And who do I give it to?**

*Always enclose your invoice payment stub with any payment so we can identify the child you are paying for.*

- a. Mailing in a check is preferred. Please make checks payable to **EBAYC**.  
Mail to: Attn: EBAYC Development, 2025 East 12<sup>th</sup> Street, Oakland, CA 94606
- b. Pay in person with your Program Director at your school site. Office hours at your school sites will be announced by your Program Directors. Your invoice will provide more information.

**What form of payment is acceptable?**

Families have the choice of paying in cash, check, money order, or credit card.

Checks are preferred and considered the safest transaction. Please make checks payable to “EBAYC.”

**Are payments made tax deductible?**

Yes, all payments received by EBAYC are tax deductible with a valid receipt. Our tax ID# is 94-2925799.

**Why is there a \$25 fee charged for a bounced check?**

Bank charges a fee for a bad check with insufficient money to make the check deposit. So, EBAYC cannot afford to pay the fee charged by our bank, therefore a fee is necessary to deter bounced checks. After three bounced checks, families will be required to make payments in cash, money order, or credit card.



**Policy Change:** Policies are subject to change. Policy change notifications will be mailed 15 business days prior to effective date.

*For additional questions that have not been covered above, please contact our Development Team at (510) 533-1092 ext. 59 or Darling@ebayc.org.*



K-12











# OUSD EXPANDED LEARNING PROGRAMS Partner Assurances & Agreements 2018-2019

School Site <b>Urban Promise Academy</b>	
Lead Agency <b>EBAYC</b>	Date <b>4/11/18</b>
Name of After School Program <b>EBAYC @ UPA Urban Arts</b>	After School Site Coordinator Name (if known at this time): <b>Frederick Mesa</b>
Principal Signature 	Lead Agency Signature 

## Assurances for Grant Compliance & After School Alignment with School Day

Principal and Lead Agency representative will **review and discuss** each assurance below. Please note **hyperlinks** for the following documents referenced below:

- Grant Assurances signed by OUSD Superintendent
- Quality Support Coach Role Description

PRINCIPAL INITIALS	LEAD AGENCY INITIALS
	
	
	
	
	

1. Site Administrator and Lead Agency Director/Site Coordinator have reviewed the CA Dept of Education's ASES and/or 21<sup>st</sup> Century Grant Assurances, and understand mandated grant compliance elements.
2. Site Administrator and Site Coordinator will **meet at least once monthly** to ensure program is meeting identified goals. *(Bi-weekly check-ins are recommended.)*
3. Site will provide the after school program with appropriate **facilities and resources** in support of program goals, including office space with internet and phone access for the Site Coordinator, and safe storage for program records.
4. 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. *(See page 3 for details on After School Safety Plan requirements.)*
5. Site Administrator and Site Coordinator understand the program must meet **CDE attendance targets** in order to retain grant funding. Site and program will work collaboratively to ensure strong student recruitment and retention.

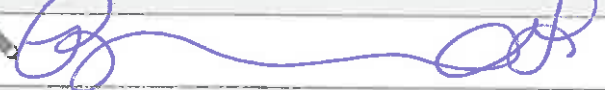


## Assurances for Grant Compliance & After School Alignment with School Day, continued

- |  | PRINCIPAL INITIALS | LEAD AGENCY INITIALS |
|--|--------------------|----------------------|
| 6. School will share <b>student outcome data</b> to better refine program (Attendance data, test scores, Report Cards, IEP's, etc). Site Coordinator will share relevant student and program data with school.   | CF                 | B.S                  |
| 7. Site Administrator and lead agency partner have reviewed the <u>Quality Support Coach key responsibilities</u> , and understand this role is critical for strengthening staff practices and program quality. Site Administrator will identify a certificated, qualified individual to serve as the <b>After School Quality Support Coach</b> .  | CF                 | B.S                  |
| 8. Site will invite Site Coordinator and appropriate staff to participate in <b>faculty meetings and professional development opportunities</b> , in order to ensure consistency in standards of teaching and learning, and positive school culture & climate.   | CF                 | B.S                  |
| 9. Site will invite Site Coordinator to participate on <b>school committees</b> (ie. SSC, COST, SST, Culture Climate team, SPSA planning team, etc) to ensure coordination of services.  | CF                 | B.S                  |
| 10. Site Administrator is aware that CDE does not increase after school grant funding for <b>minimum days</b> , and that programs are required to operate until <b>6pm</b> on minimum days. If additional minimum days are added to the school schedule next year, site will allocate resources to help offset the cost of additional hours of programming.  | CF                 | B.S                  |
| 11. <b>Lead agency will register with/update OUSD provider database.</b> In order to maintain accurate, up-to-date information on the services provided, the Lead Agency shall register in OUSD's provider database, update schools of operation prior to commencing services for school year 2018-19, and update during the current school year if schools of operation change.   | CA                 | B.S                  |
| 12. Lead Agency will ensure that appropriate After School staff <b>participate in OUSD Expanded Learning Office meetings and professional development</b> throughout the year including: mandatory After School August Institute, ongoing site coordinator meetings; continuous quality improvement (CQI) trainings; agency director meetings; various professional learning communities (time commitment varies); local conferences (i.e., annual Bridging the Bay conference), and other relevant district trainings (i.e., safety, PBIS, etc.). | CF                 | B.S                  |
| 13. Site and Lead Agency understand that <b>professional development helps ensure program quality</b> . Lead agency is committed to providing/accessing professional development opportunities for after school staff, based on needs identified by program data. The lead agency 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).   | CF                 | B.S                  |



PRINCIPAL SIGNATURE



LEAD AGENCY SIGNATURE

## After School Safety and Emergency Planning

1. The 2019–2020 Comprehensive School Site Safety Plan includes the After School Emergency Plan. The Site Administrator and After School Program (ASP) Site Coordinator will update the After School Emergency Plan annually by discussing and aligning plans and procedures for after school and school day safety, including emergency preparedness and crisis response. **Indicate all actions that will occur to ensure after school safety and alignment with school day procedures for emergency preparedness and emergency response:**

- Site Administrator and ASP Site Coordinator will meet at beginning of school year to update After School Emergency Plan collaboratively.
- Site will share Comprehensive School Site Safety Plan with after school partner.
- School day and after school programs will coordinate emergency drill schedules & procedures (ie. earthquake, fire, and lockdown drills).
- After School staff will participate in site-level faculty safety trainings.
- School will provide after school staff with access to disaster supplies and other resources in case there is an emergency after school.
- Site Administrator and ASP Site Coordinator will meet regularly to review after school incidences and update safety plans as needed.
- The completed After School Emergency Plan (ASEP) will be submitted to Expanded Learning Programs Office by 10/1/18.
- Other. SPECIFY:

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

All after school program classes will be equipped with basic first aid kits, ASP will be included site emergency plans, ASP will be provided with emergency staff/students contact info and emergency practice drills will be practiced throughout the school year.

3. Principal and Site Coordinator have **reviewed** the OUSD After School Emergency/Crisis 1<sup>st</sup> Level Response Notification Protocol and understand expectations regarding communication and incident reporting when an issue involving after school safety occurs.  Yes  No

### Facility Keys

It is critical that the After School Site Coordinator has access to facility keys in order to ensure safety after school should a lockdown or lockout be needed. Will the After School Program **have access to facility keys** for all areas where after school programming occurs?  Yes  No

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

## After School Safety and Emergency Planning, continued

### SSO Staffing

**Check one:**

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



*[Handwritten Signature]*

PRINCIPAL SIGNATURE



*[Handwritten Signature]*

LEAD AGENCY SIGNATURE



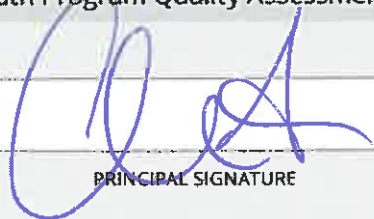
## Continuous Quality Improvement (CQI)

Engaging in continuous quality improvement (CQI) processes is an OUSD expectation for all schools and after school programs, and is a condition for ongoing after school grant funding from the California Dept. of Education. The OUSD Expanded Learning Office has adopted a research-based *Assess-Plan-Improve* CQI process utilizing national quality standards for youth development. All OUSD after school programs are expected to fully engage in and complete the following steps of the CQI cycle each year, and submit corresponding CQI deliverables to the school district on a timely basis:

- self-assessment using Youth Program Quality Assessment (YPQA)/School Age Program Quality Assessment (SAPQA) tool
- planning with data (using self-assessment and external assessment PQA data, and other program data as available)
- development of quality action plan (QAP) with goals for program improvement
- QAP progress check

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

CQI: Continuous quality improvement  
QAP: Quality action plan  
SAPQA: School Age Program Quality Assessment  
YPQA: Youth Program Quality Assessment

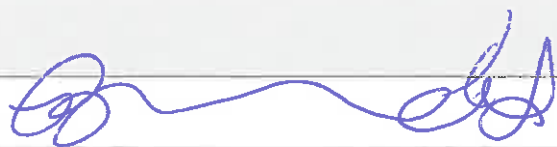


PRINCIPAL SIGNATURE

### Review and mark all commitments:

*Our lead agency and school partner understand district expectations regarding the after school program's participation in the Continuous Quality Improvement (CQI) process summarized above. We agree to the following expectations:*

- Lead agency will budget adequately to ensure program staff participate collaboratively in each step of the CQI process.
- Site coordinator will participate in CQI trainings to develop his/her leadership in leading continuous quality improvement processes.
- Lead agency director will provide coaching support and monitoring to Site Coordinator to ensure completion of a meaningful CQI process, and thoughtfully completed CQI deliverables.
- Site coordinator will share CQI data with Site Administrator and school staff.
- Lead agency and school partner will work collaboratively to support the implementation of the program's Quality Action Plan, including providing staff with adequate training and resources to improve the quality of their practices.



LEAD AGENCY SIGNATURE

**ADDENDUM #1**  
**COMPLETED BY MIDDLE SCHOOL AFTER SCHOOL PROGRAMS ONLY**  
**Middle School Sports**

School Site **Urban Promise Academy**

Lead Agency **EBAYC**

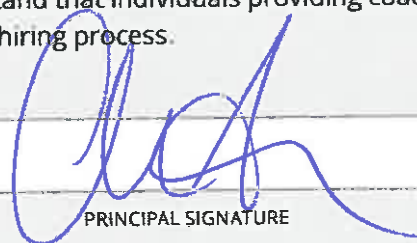
**Middle School Athletics**

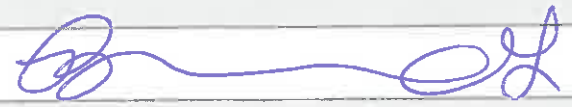
Sports are an exciting way to keep students engaged in school, and to support health & wellness and community building. OUSD encourages after school programs to participate in the OUSD middle school sports league, which consists of after school sports practices and games on the weekend. Lead agency staff, teachers on extended contract, and/or classified staff on extra time/overtime can serve as coaches for middle school athletics.

Please **identify** the middle school sports activities that your after school program will be offering students this year in partnership with the OUSD Middle School Sports League.

- |   |  |   |
|---|--|---|
| <input checked="" type="checkbox"/> Co-ed Flag Football | <input checked="" type="checkbox"/> Girls Soccer     | <input checked="" type="checkbox"/> Boys Volleyball |
| <input type="checkbox"/> Girls Cross Country            | <input checked="" type="checkbox"/> Boys Soccer      | <input type="checkbox"/> Other:                     |
| <input type="checkbox"/> Boys Cross Country             | <input type="checkbox"/> Girls Track and Field       | PLEASE DESCRIBE:                                    |
| <input checked="" type="checkbox"/> Girls Basketball    | <input type="checkbox"/> Boys Track and Field        |   |
| <input checked="" type="checkbox"/> Boys Basketball     | <input checked="" type="checkbox"/> Girls Volleyball |   |

- I understand that my middle school sports activities will be listed on my 2018-19 program schedule.
- I understand I will submit a Schedule of Field Trips and Off-Campus Activities form each semester, listing my program's after school athletic games and practices.
- I understand that all students participating in middle school sports will complete an OUSD Release of Liability and Assumption of Risk form for Middle School Sports League Activities.
- I understand that individuals providing coaching for middle school sports will need to go through the OUSD coaches hiring process.

  
 PRINCIPAL SIGNATURE

  
 LEAD AGENCY SIGNATURE

ADDENDUM #2  
COMPLETED BY HIGH SCHOOL AFTER SCHOOL PROGRAMS ONLY  
**ASSETs Program Schedule**

**ASSETs Program Schedule**

*Must be completed by all programs that receive or have currently applied for ASSETs funding.*

**Describe your planned programming** on weekends, intercession breaks, summer, and other non-school days during the 2018-19 school year. Your plans must match your proposed program budget.

<b>Number of non-school days you plan to offer during the 2018-2019 fiscal year (JULY 1, 2018-JUNE 30, 2019)</b>	
<b>Dates of Service</b>	
<b>Proposed Hours of Operation</b>	

**Description of program activities:** *(describe goals of programming, target audience, planned activities, etc.)*

   
PRINCIPAL SIGNATURE

   
LEAD AGENCY SIGNATURE



**ADDENDUM #3**  
**COMPLETED BY SITES WITH EQUITABLE ACCESS GRANTS ONLY**  
**21<sup>st</sup> Century and ASSETs Equitable Access**

**Equitable Access**

*Must be completed by all programs that receive or have applied for 21<sup>st</sup> Century Equitable Access funding.*

Some 21<sup>st</sup> Century and ASSETs 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 21<sup>st</sup> Century/ASSETs 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.***



PRINCIPAL SIGNATURE



LEAD AGENCY SIGNATURE

## PARENT PERMISSION AND RELEASE AND STUDENT INFORMATION

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

I give my child permission to participate in the 2018-19 \_\_\_\_\_ After School Program.

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

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

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

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

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

### EMERGENCY CONTACT INFORMATION

In case of emergency please contact:

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

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

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

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

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

Parent/Guardian Name \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

## RELEASE OF LIABILITY

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



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

\_\_\_\_\_  
Date

## AFTER SCHOOL PROGRAM ATTENDANCE POLICIES

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

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

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

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

## STUDENT RELEASE/ PICK UP POLICY

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



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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Name/Relationship

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

\_\_\_\_\_  
Name/Relationship

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

**REMEMBER:** Please pick up your child on time at the end of stated program closure. If students are not picked up by the end of program, After School Program staff may be required to contact Child Protective Services or law enforcement. **Please note: Three instances of tardiness in picking up your child will result in his/her dismissal from the program.**

## PERMISSION TO EVALUATE PROGRAMS AND TRACK STUDENT PROGRESS

For the 2018-2019 school year, I give consent to Oakland Unified School District to disclose to After School Program Staff my child's confidential academic data (test scores, report cards, attendance, and other performance indices), and input my child's data into the database created for afterschool programs for the sole purpose of providing targeted support and academic instruction and assessing the academic effectiveness of the After School Program. I also give permission for After School Program staff to monitor my student's progress and to request my child to voluntarily participate in evaluation surveys for the purpose of determining program effectiveness. I understand that consent to disclose information and evaluate programs is not a requirement to participate in the after-school program and that I can withdraw this consent at any time by notifying the After School Program and the OUSD After School Programs office in writing.



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

\_\_\_\_\_  
Date

## PHOTO/VIDEO RELEASE

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

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

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



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

\_\_\_\_\_  
Date

## SPECIAL NOTE REGARDING PROGRAM FEES

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

## EARLY RELEASE WAIVER (OPTIONAL)

### ELEMENTARY AND MIDDLE SCHOOL STUDENTS

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

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

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

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

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

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

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

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

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

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

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



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

\_\_\_\_\_  
Date

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

**FOR STUDENTS AGES   12 (?)   AND OLDER ONLY**

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

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

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

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

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

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

I hereby release and discharge the Oakland Unified School District and its officers, employees, agents, and volunteers from all claims for injury, illness, death, loss or damage arising from the release of my child without supervision if I arrive later than dismissal time or am unable to pick up my child at the end of the After School Program day.



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

\_\_\_\_\_  
Date

## After School Programs, 2018-19

AFTER SCHOOL PROGRAM NAME: \_\_\_\_\_

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

### STUDENT HEALTH FORM

#### STUDENT INFORMATION

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

Grade in 2018-19 \_\_\_\_\_ Language spoken in the home \_\_\_\_\_

#### PARENT/GUARDIAN INFORMATION

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

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

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

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

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

#### EMERGENCY

In case of emergency, please contact:

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

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

#### HEALTH

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

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

\_\_\_\_\_

Medical History that may be of importance

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

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

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

## **SPECIAL INSTRUCTIONS**

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

See your School Nurse/Health Services for more information.

## **AUTHORIZATION TO TREAT MINOR**

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

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

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

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

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

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

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

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



Exhibit D

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

This form should be submitted by the 1<sup>st</sup> day of each semester, and by the 1<sup>st</sup> 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 21, 2018 to January 19, 2019  
 Spring Semester- January 22, 2019 to June 7, 2019  
 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 \_\_\_\_\_

Exhibit E

EAST BAY REGIONAL PARK DISTRICT

WAIVER AND RELEASE OF LIABILITY AND INDEMNITY AGREEMENT

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

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

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

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

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

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

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

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

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

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** \_\_\_\_\_ **Today's Date** \_\_\_\_\_  
**(Participant or Parent/Legal Guardian if under age of 18)**

**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  
2018-2019**

**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

## Exhibit G (1)



### PROCEDURE FOR INVOICING Oakland Unified School District Comprehensive After School Programs 2018-2019

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

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

The tentative schedule for OUSD payments is anticipated as follows:

Invoices due to our office by <b>5:00 pm</b> on:	Accounts Payable checks to be mailed on:
August 10, 2018	August 25, 2018
September 8, 2018	September 22, 2018
October 10, 2018	October 24, 2018
November 9, 2018	November 21, 2018
December 8, 2018	December 21, 2018
January 10, 2019	January 25, 2019
February 9, 2019	February 27, 2019
March 9, 2019	March 23, 2019
April 10, 2019	April 25, 2019
May 10, 2019	May 23, 2019
June 7, 2019 for May invoices	June 22, 2019
June 15, 2019 for Final Billing	TBD

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



Exhibit G (2)

**PROCEDURES for PAID INSERVICE/EXTENDED CONTRACTS and TIME SHEETS  
OUSD CERTIFICATED TEACHERS 2018-2019**

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

Paying OUSD Certificated Employees (Teachers)

- ◆ Academic Liaisons should submit a Paid Inservice form and Extended Contract teachers should submit a "Request for Extended Contract" IN ADVANCE to approve all projected work to be completed, using appropriate Budget Org Key (Object Code usually -1120 or -1122)
- ◆ **The FIRST submission of the Paid Inservice/Extended Contract paperwork must be accompanied by a timesheet in order to be processed by OUSD Payroll. No payment will be rendered until timesheets are submitted to our office.**
- ◆ Have Employee sign Extended Contract & ALL Time Sheets
- ◆ Have Principal approve and sign Paid Inservice/Extended Contract & ALL Time Sheets
- ◆ Please be sure to submit ORIGINALS of all documents
- ◆ Please use only ONE SIDED Time Sheets
- ◆ Deliver to OUSD After School Programs Office — All 21<sup>st</sup> Century and/or ASES Paid Inservice/Extended Contracts and Time Sheets must be submitted to the 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 \$26.61/hr.**
- ◆ **Union Contract rate for Academic Liaisons is \$34.67/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 5 weeks.***
September 15, 2018	October 20, 2018
October 16, 2018	November 22, 2018
November 15, 2018	December 22, 2018
December 15, 2018	January 22, 2019
January 12, 2018	February 22, 2019
February 15, 2019	March 22, 2019
March 15, 2019	April 20, 2019
April 16, 2019	May 22, 2019
May 15, 2019	June 22, 2019
June 7, 2019	June 29, 2019

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 2018-2019**

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

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

- ◆ Complete "Combined ET/OT/CT and Move-Up/Acting Time Report", using appropriate Budget Org Key
- ◆ Have Employee Sign Form
- ◆ Have Site Coordinator Sign Form
- ◆ Have Principal Approve and Sign Form
- ◆ All Custodial ET/OT forms must be submitted to Custodial Services at 900 High Street.
- ◆ All SSO ET/OT forms must be submitted to the SSO Office at 1011 Union St.
- ◆ Any other ET/OT forms for 21<sup>st</sup> Century and ASES classified staff must be delivered to Oakland SUCCESS After School Programs Office in order to be processed and paid. Please see payment schedule in chart below. **Forms that are submitted after the due dates listed below will be paid on the following Payroll Issue Date.** We are located at 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, 2018	September 29, 2018
September 29, 2018	October 12, 2018
October 12, 2018	October 31, 2018
October 31, 2018	November 15, 2018
November 15, 2018	November 30, 2018
November 30, 2018	December 15, 2018
December 15, 2018	December 29, 2018
December 22, 2018	January 12, 2019
January 12, 2019	January 31, 2019
January 31, 2019	February 15, 2019
February 15, 2019	February 28, 2019
February 28, 2019	March 15, 2019
March 15, 2019	March 29, 2019
March 29, 2019	April 14, 2019
April 13, 2019	April 30, 2019
April 30, 2019	May 15, 2019
May 15, 2019	May 31, 2019
May 31, 2019	June 15, 2019
June 7, 2019	June 29, 2019

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

Exhibit H



**INSERT HERE**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
May 30, 2017

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**  
HUB International Ins Service Inc Lic 0757776  
3000 Executive Parkway Ste 300  
San Ramon, Ca., 94583

**CONTACT**  
NAME: [Blank]  
PHONE: [Blank]  
E-MAIL: [Blank]  
ADDRESS: [Blank]

**INSURED**  
East Bay Asian Youth Center  
2025 E 12th St,  
Oakland, Ca. 94608

INSURERS AFFORDING COVERAGE		INSURANCE #
INSURER A:	Great American Assurance Company	56344
INSURER B:	Great American Alliance Ins Co	28832
INSURER C:	Scottsdale Insurance Co	15588
INSURER D:	Oak River Insurance Company	
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.

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFF DATE	POLICY EXP DATE	LIMITS
<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PER-ACCIDENT <input type="checkbox"/> LOG <input type="checkbox"/> OTHER	PAC215313424	6/1/2017	6/1/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGES TO RENTED PREMISES (EA occurrence) \$ 1,000,000 MED EXP (Per one person) \$ 10,000 PERSONAL & ADULTERY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Sexual Abuse \$ 1,000,000 COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000
<b>ANY AUTO</b> <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	PAC215313424	6/1/2017	6/1/2018	BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION	UMR307038807	6/1/2017	6/1/2018	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
<b>WORKERS COMPENSATION AND EMPLOYERS LIABILITY</b> <input type="checkbox"/> ANY PROPERTY OR PARTY NON-REGULATIVE OPERATIONS EXCLUDED (if industry in MA) If yes, describe under DESCRIPTION OF OPERATIONS below	EAWC808496	6/1/2017	6/1/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER EL DISEASE - EA EMPLOYEE \$ 1,000,000 EL DISEASE - EA EMPLOYEE \$ 1,000,000 EL DISEASE - POLICY LIMIT \$ 1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (Refer to 101, Additional Remarks Schedule, may be attached if more space is required)  
Oakland Unified School District, Board of Directors, officers, agents, employees and volunteers  
Insured with regard to General Liability per endorsement CG2026 07/04

<b>CERTIFICATE HOLDER</b> Oakland Unified School District Attn: Risk Management 1000 Broadway, Suite 440 Oakland, Ca., 94607	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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Policy Number: PAC216313424

COMMERCIAL GENERAL LIABILITY  
CG 20 26 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

Name of Additional Insured Person(s) Or Organization(s)
OAKLAND UNIFIED SCHOOL DISTRICT, BOARD OF DIRECTORS, OFFICERS, AGENTS, EMPLOYEES AND VOLUNTEERS
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 99 04 10A (Ed 07-07)

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT-CALIFORNIA  
BLANKET BASIS**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

The additional premium for this endorsement shall be 2.00 % of the total policy premium otherwise due on such remuneration.

The minimum premium for this endorsement is \$ 350.00

Person or Organization

Schedule

Job Description

ALL ORGANIZATIONS FOR WHOM THE WAIVER OF SUBROGATION IS  
ISSUED

ALL CALIFORNIA OPERATIONS

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 6/1/2017

Policy No. EAWC806496

Endorsement No. 1

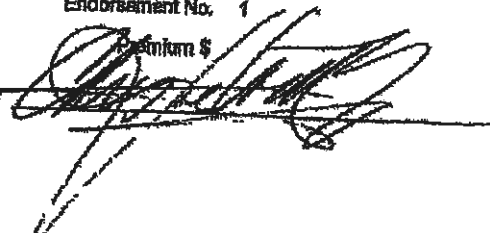
Insured EAST BAY ASIAN YOUTH CENTER (NON-PROFIT)

Premium \$

Insurance Company

Oak River Insurance Company

Countersigned by



WC 99 04 10A  
(Ed 07-07)

**Exhibit I**

**Statement of Qualifications**

**INSERT HERE**



*Where young people grow, thrive and lead!*

## **East Bay Asian Youth Center**

### **Statement of Qualification**

**EBAYC is dedicated to supporting young people to be safe, smart, and socially responsible. EBAYC offers a continuum of integrated services to a diverse membership of youth and families in Oakland. Our goal is to support students to graduate from high school and pursue higher education. EBAYC provides trusted mentors, educational programs and grassroots policy work, so that all youth may realize their aspirations and personal path to success. Over 3,000 youth are served each year through our expanded learning programs and case management services. Our program strategies resulted in higher school attendance rates and lower school suspension rates. Over the course of four decades, EBAYC consistently demonstrates high standards of program quality and performance as indicated by city, county, and school district evaluation.**

## EXHIBIT J

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

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

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

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

OAKLAND UNIFIED SCHOOL DISTRICT

- 
- President, Board of Education
  - Superintendent or Designee

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Secretary, Board of Education

AGENCY

---

EMPLOYEE

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April 16<sup>th</sup> 2018

Martha Pena  
Coordinator, After School Programs  
Oakland Unified School District  
1000 Broadway  
Oakland, CA 94610

Dear Ms. Pena,

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

EBAYC employees are not permitted to come into contact with students at any OUSD school sites until EBAYC receives their negative TB test results, fingerprint clearance and re-arrest records from the State of California - Department of Justice, and from the Federal Bureau of Investigation pursuant to Section 11105.3 of the California Penal Code and Section 15660 of the California Welfare and Institutions Code. No EBAYC employees who have been convicted of a violent or serious felony may come into contact with students.

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

Sincerely,

Gianna Tran, MSW  
Deputy Executive Director  
East Bay Asian Youth Center



## MEMORANDUM OF UNDERSTANDING ROUTING FORM 2017-2018

### Basic Directions

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

1. Contractor and OUSD Administrator reach agreement about scope of work and compensation.
2. Contractor and OUSD Administrator agreed upon terms are reflected in the Memorandum of Understanding.
3. OUSD Administrator verifies contractor does not appear on the Excluded Parties List.
4. OUSD contract originator creates the requisition on IFAS.
5. Within 2 weeks of creating the requisition, the OUSD Administrator submits completed MOU packet to Legal for approval.

### Agency Information

Agency Name	East Bay Asian Youth Center	Agency's Contact Person	David Kakishiba
Street Address	2025 East 12th Street	Title	Executive Director
City	Oakland	Telephone	510-533-1092
State	CA	Zip Code	94606
		Email	junji@ebayc.org
OUSD Vendor Number	V012162		
Attachments	<input checked="" type="checkbox"/> Proof of general liability and workers' compensation insurance <input checked="" type="checkbox"/> Statement of qualifications <input checked="" type="checkbox"/> Program Planning Tool and Budget <input checked="" type="checkbox"/> Printout showing this vendor does not appear on the Excluded Parties List. ( <a href="http://www.sam.gov/portal/public/Sam/">www.sam.gov/portal/public/Sam/</a> )		

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

Anticipated Start Date	August 1, 2018	Date work will end	July 31, 2019	Total Contract Amount	\$ 116,089.00
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### Budget Information

Resource #	Resource Name	Org Key #	Object Code	Amount	Req. #
6010	ASES		5825	\$ 116,089.00	
			5825	\$	
			5825	\$	
			5825	\$	

### OUSD Contract Originator Information

Name of OUSD Contact	Claire Fisher	Email	claire.fisher@ousd.org
Telephone	510-436-3636	Fax	510-436-3638
Site/Dept. Name	238/Urban Promise Academy	Enrollment Grades	6 through 8

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

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

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

Please sign under the appropriate column.	Approved	Denied – Reason	Date
1. Site Administrator			5/30/18
2. Resource Manager			5-31-18
3. Network Superintendent/Deputy Chief/Exec Dir.			5-31-18
4. Cabinet (CAO, SBO, CFO)			6-5-18
5. Board of Education or Superintendent			
Procurement			
Date Received			

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

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

**No Search Results**