Board Office Use: Le	gislative File Info.
File ID Number	14-2532
Introduction Date	2-11-15
Enactment Number	15-0215
Enactment Date	2/11/1501



Memo

То

The Board of Education

From

Antwan Wilson, Superintendent

Board Meeting Date (To be completed by

2/11/15

Procurement)	<u> </u>
Subject	Memorandum of Understanding Amendment - 1 Eagle Village Community Center, Youth and Family Services, Inc. (contractor, City State) 144/Parker Elementary School
Action Requested	Approval of the Amendment to the Memorandum of Understanding betweenOakland Unified School District and Eagle Village Community Center, Youth and Far.Services to be primarily provided to 144/Parker Elementary Schoolforthe period of July 1, 2014through August 21, 2015
Background A one paragraph explanation of why an amendment is needed.	Parker Elementary School has a need for additional services for their after school program to further meet the needs of the after school student population. Lead agency, Eagle Village, will promote academic achievement and self-confidence through a broad range of activities and ensure physical and emotional safety.
Discussion One paragraph summary of the amended scope of work.	Approval by the Board of Education of Amendment No. 1 to the Memorandum of Understanding between the District and Eagle Village Community Center Youth and Family Services, Inc., Oakland, CA, for the latter to provide additional services to promote academic achievement and self-confidence through a broad range of activities and ensure physical and emotional safety for the after school program at Parker Elementary School for the period of July 1, 2014 through August 21, 2015, in the amount of \$21,000.00, increasing the agreement from \$93,855.00 to an amount not to exceed \$114,855.00. All other terms and conditions of the MOU remain in full force and effect.
Recommendation	Approval of the Amendment to the Memorandum of Understanding between Oakland Unified School District and Eagle Village Community Center, Youth and Family Services. Services to be primarily provided to 144/Parker Elementary School for the period of July 1, 2014 through August 21, 2015.
Fiscal Impact	Funding resource name (please spell out) 0000/General Purpose - Unrestricted Funding not to exceed \$ 21,000.00 not to
Attachments	 MOU Amendment Copy of original MOU

Board Office Use: Leg	islative File Info.
File ID Number	14-2532
Introduction Date	2-11-15
Enactment Number	15-0215
Enactment Date	2/11/15 2.13



AMENDMENT NO.__1_TO MEMORANDUM OF UNDERSTANDING

The Oakland Unified School District (OUSD) and Eagle Village Community Center, Youth and Family Services (Agency) entered into a Memorandum of Understanding (MOU) on July 1, 2014. The parties agree to amend that Agreement as follows:

1.	Services: The Funding Source has <u>changed</u> . The scope of work has <u>changed</u> . Additional Scope of Work Attached
	If scope of work changed: Provide the revised scope of work including description of expected final results, such as services,
	materials, additional sites to receive services, additional duties, and/or reports; attach additional pages as necessary.
	Agency agrees to provide the following amended services:

Consultant will promote academic achievement and self-confidence through a broad range of activities and ensure physical and emotional safety.

Terms (duration): The term of the MOU is <u>unchanged</u>. The term of the MOU has <u>changed</u>.
 If term is changed: The term of the MOU is extended by an additional (days/weeks/months), and the amended expiration date is ______.

3. Compensation: The compensation is <u>unchanged</u>.
 If the compensation is changed: The MOU price is amended by:

Increase of \$21,000.00 to original MOU amount – Funding Source: 0000/General Purpose - Unrestricted

Decrease of \$_____to original MOU amount- Funding Source: ____

The New Cumulative Amount of ISA(s) is not to exceed: One Hundred Fourteen, Eight Hundred Fifty Five dollars (\$ 114,855.00).

- 4. Remaining Provisions: All other provisions of the MOU, and prior Amendment(s) if any, shall remain unchanged and in full force and effect as originally stated.
- 5. Amendment History: There are no prior amendments to this MOU. This MOU has previously been amended as follows:

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

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

OAKLAND UNIFIED SCHOOL DISTRICT

2/12/15 Date

President, Board of Education Superintendent

Secretary, Board of Education

AGENCY

Contractor Signature

Valorie Hutson, Executive Director

Print Name, Title

Parker Elementary School Amendment No. 1 Memorandum of Understanding

Scope of Work

I. Services

- a. Agency agrees to provide the following amended services:
 - Prescott Circus: Through theatre and circus arts education, the mission of the Prescott Circus Theatre (PCT) is to empower and engage youth as they develop confidence, perseverance, artistic talent, and a dedication to working for success. PCT will provide high quality theater and circus arts classes twice weekly.
 - 2. Nikao Youth: Nikao Youth provides a positive, safe, fun environment where children learn age appropriate behaviors and values via activities and discussions. They have wild fun, in an organized environment. Leaders include youth in dramatic skits, silly games, brain twisters, and a host of other fun, yet educational activities. Children will be encouraged to achieve at their highest academic level, set and obtain short and long term goals, as well as identify and discuss possible learning obstacles. This activity is high energy and takes no time to build up interest from the children.
 - Professional Development: Using the YPQA as a guide, Eagle Village will provide professional development to its staff. This will happen as follows:
 - a. Observe and assess program and staff
 - Create intentional trainings by using meaningful data from the observations and assessments to create strategies to ensure continuous improvement in our program quality
 - c. Follow-up coaching of staff will be implemented following the training

II. Outcomes

- a. Increased grades and GPA
- b. Reduce the off-campus suspension rates of African American and Latino students by 25% annually, or maintain them at 100% or less at the elementary level
- c. Improve quality of academic, enrichment, and fitness instruction
- d. Promote leadership and management development

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Legislation	ilendar Board	of Education	Bodies	People	Distri	ct Home	D Share	ST T RSS		
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File #:	14-1661 V	ersion:1		Name:		Village Co Family Se	dum of Understar ommunity Center \ rvices - After Scho ementary School	Youth and		
Гуре:	Agreement of	or Contract		Status:		Passed	Passed			
File created:	7/29/2014			In control	:	Teaching	Teaching and Learning Committee			
On agenda:	8/27/2014			Final action:		8/27/2014	8/27/2014			
Enactment date:	8/27/2014			Enactmer	it #:	14-1528				
Title:	and Eagle Vi agency to pr variety of en	llage Commun ovide program richment servi	ity Center You coordination, ces for Parker	th and Fami math interv Elementary	ly Servi ention, School	ices, Oakland, C homework sup	14-2015 between CA, for the latter to port, student sup re After School Pro 00.	o serve as lead ervision and a		
Attachments:		lemorandum o Program - Par			illage C	Community Cent	er Youth and Fan	nily Services -		
Contact:	Julia.Ma@ou	sd.k12.ca.us								
History (1) Te	xt									
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Date - Ver. A	ction By	Action			Result	Action Details	Meeting Details	Video		
8/27/2014 1 <u>E</u>	oard of Education	Adopted on t Report	the General Co	onsent	Pass	Action details	Meeting details	Not available		

This Endorsement Modifies Your Policy (Ellective At inception Unless Another Date Shown Below)

ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The insurance afforded by this pollcy for "bodily injury," "property damage" and/or "personal and advertising injury" shall also apply to the "additional insured" listed below for ctaims, suits, and/or damages made against the "additional insured," but only to the extent the "additional insured" is being held responsible for the acts, omissions and/or negligence of the "named insured."

This insurance afforded shall not apply to claims, suits and/or damages arising out of the acts, omissions and/or negligence of the "additional insured(s)."

The Inclusion of the "additional insured(s)" shall not operate to increase the Limits of insurance.

To the extent, if any, that this policy affords coverage to an "additional insured," the "additional insured" is subject to all of the terms of the policy.

Our obligation to provide coverage to an "additional insured" is further limited by the interest of the "additional insured" as defined below.

Interest of the Additional Insured(s) Defined:

AS REQUIRED BY CONTRACT FOR INTEREST

GRANT AND FUNDING

For the purpose of this endorsement, the "named insured" is the person(s) and/or party(les) designated on the Declarations Page of the policy or on any endorsement. The "additional insured" is the person(s) and/or party(les) identified below.

Identity of Additional Insured(s):

OAKLAND UNIFIED SCHOOL DISTRICT

1025 2ND AVENUE

OAKLAND, CA 94607

(Complete this	section if endorsement is added a	after polloy is issued.)
Polloy Number	Endorsement Number	Endorsement Effective Date
Signature of Authorit	ed Booraseniative	Producer Number

WW180 (03/10)

AGENT

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the	PORTANT: If the certificate holder is an e terms and conditions of the policy, certa rtificate holder in lieu of such endorseme	in po	licies				
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	OAKLAND, CA 9461			A	JTHORIZED MEPBE	SENTATIVE	V. May

OAKLAND UNIFIED SCHOOL DISTRICT Community Schools, Thriving Students

MEMORANDUM OF UNDERSTANDING 2014-2015

AMENDMENT ROUTING FORM

Basic Directions

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

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

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

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

				y Informatio					
Agency Nar			nunity Center, Youth	Agency's C	ontact	Person	Valorie Hutson	_	
Street Address P.O. Box 10408				Title		_	Executive Director		
City	Oakland		State CA	Telephone			510-938-6906		
Zip Code	94610		dor Number	1005008		Email	valorie.hutson@	yahoo.co	m
Attachment	s 🔳 Am	nended Scope of additional consulta ve met the Finger	(Includes Routing work (Not Required ants will be working printing/Backgroun	d if Amendm on site, atta d Investigatio	ent is o ch age on and	nly for a ncy letter have a n	r verifying addition egative tubercul	onal cons	sultants
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Amended M	OU Amount	\$21,000.00	D	New Requis	ition Nu	mber	R0152547		
New Total M	OU Amount	\$ 114,855.	00						
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	SD Contact		140		Fax	(510) 0		oy.em @	0434.1(12.04.43
Telephone		(510) 879-14			Fax	(510) 87	79-1449		
Site/Dept. Na	ame		Elementary School						
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1. Site Admin	nistrator		14	this					12/19/14
2. Resource	Manager, if	applicable		110					
3. Network c	r Regional E	Executive Officer	Ward	Janna	/				
4. Cabinet (Chief Office	r)	DIN	Ni	/			_	11/15
5. Superinte	ndent or Boa	ard of Education		New Vo					1110
Legal - Requ	lired if not sta	ndard MOU Amendm	ent						
Procuremen	t Date R								

Board Office Use: Le	gisla	tive	Fil	e Info.
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Introduction Date	8	27	14	F
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Enactment Date	8-	27	-1-	4



Community Schools, Thriving Students

Memo	
То	Board of Education
From Board Meeting Date	Antwan Wilson, Superintendent By: Maria Santos, Deputy Superintendent, Instruction, Leadership & Equity-in-Action Vernon Hal, Deputy Superintendent, Business & Operations
(To be completed by Procurement)	August 27, 2014
Subject	Memorandum of Understanding - Eagle Village Community Center Youth and Family Services (contractor) - 144/Parker Elementary School (site)
Action Requested	Approval of a Memorandum of Understanding (MOU) between District and Eagle Village Community Center Youth and Family Services, for services to be provided primarily to 144/Parker Elementary School.
Background A one paragraph explanation of why the consultant's services are needed.	The After School Education and Safety (ASES) Program is the result of the 2002 voter approved initiative, Proposition 49. This proposition amended California Education Code 8482 to expand and rename the former Before and After School Learning and Safe Neighborhood Partnerships Program. The ASES Program funds the establishment of local after school education and enrichment programs. These programs are created through partnerships between schools and local community resources to provide literacy, academic enrichment and safe, constructive alternatives for students in kindergarten through ninth grade. The ASES program is defined within the language of SB 638 and Education Code (EC) sections 8482 through 8484.6.
Discussion One paragraph summary of the scope of work.	Approval by the Board of Education of a Memorandum of Understanding between the District and Eagle Village Community Center Youth and Family Services, Oakland, CA, for the latter to provide services as lead agency to provide program coordination, math intervention, homework support, student supervision and a variety of enrichment services for Parker Elementary School's comprehensive After School Program in the capacity of the After School Education and Safety (ASES) Grant for the period of July 1, 2014 through August 21, 2015, in the amount of \$93,855.00.
Recommendation	Approval by the Board of Education of a Memorandum of Understanding (MOU) between the District and Eagle Village Community Center Youth and Family Services for the latter to provide Arts, Recreation, Leadership and Family Literary activities in its capacity as a Comprehensive After School Program Lead Agency at Parker Elementary School for the period July 1, 2014 through August 21, 2015.
Fiscal Impact	Funding Resource: <u>6010/After School Education and Safety (ASES) Grant</u> in an amount not to exceed <u>\$93,855.00</u> .
Attachments	 Memorandum of Understanding Certificate of Insurance Program Plan and Budget Statement of qualifications

Memorandum of Understanding 2014-2015 Between Oakland Unified School District and Eagle Village Community Center Youth and Family Services

- Intent. This Memorandum of Understanding ("MOU") establishes the Oakland Unified School District's ("OUSD") intent to contract with <u>Eagle Village Community Center Youth and Family Services</u> ("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 <u>144/Parker School</u> under the following grants:
 - After School Education and Safety Program ("ASESP")
 - California Department of Education ("CDE") 21st Century Community Learning Center (21st CCLC)
 - Oakland Fund for Children and Youth This MOU will also outline services provided on OUSD school grounds through the Oakland Fund for Children and Youth ("OFCY") After-School Initiative funds that shall be utilized as matching funds to CDE ASESP and 21st CCLC funds.
 - Private grants
- 2. Term of MOU. The term of this MOU shall be July 1, 2014 to August 21, 2015 and may be extended by written agreement of both parties.
- 3. Termination. OUSD may at any time terminate this MOU for any or no reason upon not less than five (5) days written notice to AGENCY. OUSD shall compensate AGENCY for services satisfactorily provided through the date of termination. In addition, OUSD may terminate this MOU for cause should AGENCY fail to perform any part of this MOU. In the event of termination for cause, OUSD may secure the required services from another contractor. If OUSD's cost of procuring services from another contractor exceeds the cost of providing the services pursuant to this MOU, AGENCY shall pay the additional cost.
- 4. Compensation. The ASESP and 21st CCLC grant award amount for <u>144/Parker School</u> is \$93,855.00 . AGENCY shall be entitled to compensation from these funds in accordance with the following terms and conditions:
 - 4.1. Total Compensation. Subject to the provisions of 4.2 Positive Attendance and the provisions of 4.3 Administrative Fee, AGENCY shall receive the amount of the grant award less OUSD's administrative fees and other site costs agreed to by the Site Administrator and AGENCY.
 - 4.2. **Positive Attendance.** Payment for services rendered related to the ASESP and 21st CCLC grants shall be based on actual student attendance rates (\$7.50 a day per student), not estimates, as those programs are "positive attendance based." OUSD reserves the right to modify the annual core allocation based on reported attendance. In the event that payments made to AGENCY exceed the reported attendance for the Core grant, the AGENCY will return payments to OUSD at the rate of \$7.50 a day per student. Documentation of attendance must be submitted through the OUSD/OFCY attendance systems in order for invoices for payment of services for the ASESP and 21st CCLC grants to be processed. Exhibit A (Attendance Reporting Schedule 2014-2015")
 - 4.2.1. Reconciliation Process for Positive Attendance Based Grant Funds. OUSD will adjust the payment of the "positive attendance based" grants based on quarterly review of monthly invoices and attendance for services rendered related to the ASESP, 21ST CCLC (Core Grant) for any adjustments resulting from the reconciliation of the attendance reports for that quarter's months. The attendance reconciliation process will assess the program's performance with respect to the required compliance with the grant mandated attendance rates. Based on the

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

- 4.2.2. Administrative Charges and Reconciliation. Reconciliation process for positive attendance based grants must factor in the subtraction of administrative and other OUSD central charges, as outlined in section 4.3, from any grant amounts earned through attendance (OUSD indirect, custodial, evaluation, and After School Programs Office administrative and training/technical assistance fees).
- 4.3. **OUSD Administrative Fees.** OUSD shall charge and withhold up to 14% from the overall ASESP and 21st Century grant awards for central indirect, administrative, custodial, evaluation, and direct service training and technical assistance.
- 4.4. AGENCY Administrative Fees. AGENCY understands and agrees that it may not charge more than 4% of the total contract amount as administrative fees and that its administrative fees must be set at an appropriate dollar amount to keep the ASESP and 21st Century grants within the grant-mandated allowable 15% for total indirect/administrative costs. The agency administrative fees charged to the ASESP and 21st CCLC grants must be used for direct administrative costs and cannot be used for agency indirect costs. Direct administrative costs consist of expenditures for administrative activities that provide a direct benefit to the ASESP and 21st CCLC programs. Indirect costs consist of expenditures for administrative activities that cannot be tied to the ASESP and 21st CCLC programs.
- 4.5. **Program Budget.** Due to result-based budgeting, the grant will remain as part of the site budget. Funds will be encumbered from the site budget on behalf of AGENCY for the school year 2014-2015 and will not exceed \$93,855.00 in accordance with Exhibit B. **Exhibit B** ("ASESP/21st CCLC Planning Tool/Comprehensive After School Program Budget for AGENCY 2014-2015").
- 4.6. Modifications to Budget. Any modifications to the approved grant budget must be approved by OUSD, AGENCY, and CDE before expenditures of funds for modified line items are authorized. Except as expressly set forth herein, OUSD shall not be liable to AGENCY for any costs or expenses paid or incurred by AGENCY in performing services for OUSD. The granting of any payment by OUSD, or the receipt thereof by AGENCY, shall in no way lessen the liability of AGENCY to correct unsatisfactory work, although the unsatisfactory character of that work may not have been apparent or detected at the time a payment was made. Work, which does not conform to the requirements of this Agreement, may be rejected by OUSD and in that case must be replaced by AGENCY without delay.
- Program Fees. The intent of the ASESP and 21st CCLC programs is to establish local programs 4.7. that offer academic assistance and enrichment for students in need of such services regardless of their ability to pay. Though it is not against the rules to charge fees for participation in programs, the CA Department of Education discourages it because it could exclude students in need from attending and taking advantage of the after school program. Fees should not create a barrier to participation in the after school program. After school services must be equally accessible to all students targeted for services regardless of their ability to pay. Programs that propose to charge fees may not prohibit any family from participating based on their inability to pay and must offer a sliding scale of fees and scholarships for those who could not otherwise afford to participate. Any income collected from fees must be used to fund program activities specified in the grant application. AGENCY shall do full accounting of fees collected, and documentation shall be kept for 5 years for auditing purposes. If AGENCY decides to charge fees, this decision shall be made collaboratively with the Site Administrator, and AGENCY shall work collaboratively with the Site Administrator and parent leaders to develop an appropriate program fee structure for the school community. AGENCY shall provide the OUSD After School Programs Office with written documentation of the program fee

structure prior to charging any program fees, and shall provide OUSD with additional documentation upon request, to ensure grant compliance.

- 5. Scope of Work. AGENCY will serve as lead agency at <u>144/Parker School</u>, will be responsible for operations and management of the ASESP, 21st CCLC, OFCY, and private grants contracted to AGENCY by OUSD for fiscal year 2014-2015. 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 Community School Strategic Site Plan (CSSSP). AGENCY will ensure the after school program aligns with OUSD and <u>144/Parker School</u> and objectives to ensure the success of students as articulated in the Community School Strategic Site Plan (CSSSP). AGENCY will work in partnership with the school principal to ensure that the program components are aligned with and complement OUSD standards and school site curriculum.
 - 5.2. **Oversight**. AGENCY will provide oversight, fiscal management, payroll services, technical assistance, and facilitation of collaboration with other service providers. Agency must ensure compliance with ASESP and 21st CCLC funding guideline requirements and follow OUSD after school policies and procedures. This includes compliance with OUSD staffing requirements and policies including No Child Left Behind and other legislative mandates.
 - 5.3. Enrollment. AGENCY will enroll <u>1st</u> through <u>5th</u> grade students at <u>144/Parker School</u>, 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 2014 2015 school year. AGENCY will close the ASESP and 21st CCLC program no more than a maximum of 3 days in the 2014-2015 school year for staff professional development, as permitted by Education Code. Programs that receive 21st CCLC Supplemental grant funds or private funding for summer shall additionally operate a sufficient number of days and hours in the summer, on weekends, and during intercession in the manner prescribed by the grant legislation and/or funder, in order to meet attendance goals required by the CA Department of Education and/or the funder
- 5.4.3. Program Components. AGENCY agrees to provide programming that supports the guidelines as outlined in the ASESP and 21st CCLC grants for students at 144/Parker School . AGENCY acknowledges and agrees to provide programming consistent with grant guidelines including, but not limited to:
 - Educational and Literacy. An educational and literacy element that must provide tutoring and/or homework assistance designed to help students meet state standards in one or more of the following core academic subjects: reading/language arts, mathematics, history and social studies, or science. A broad range of activities may be implemented based on local student needs and interests.

- Enrichment. The enrichment element must offer an array of additional services, programs and activities that reinforce and complement the school's academic program. Enrichment may include but is not limited to arts, youth development, leadership, recreation, sports, music, career awareness, college interest, service learning and other youth development activities based upon student needs and interests. All programs must offer both enrichment and recreation/physical fitness activities as core components of the after school program and summer program.
- Family Literacy Services. In all programs receiving 21st CCLC grant funds, AGENCY shall assess the need for family literacy services among adult family members of the students to be served by the program. All programs will, at a minimum, either refer families to existing services or coordinate with local service providers to deliver literacy and educational development services.
- Supplemental and Summer Services. In all programs receiving 21st CCLC Supplemental grant funds or private funding for summer, AGENCY will provide educational and enrichment programming in the summer, on weekends, and/or during intercessions. A broad range of activities may be implemented based on local student needs and interests, and district guidelines for summer programming.
- 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 reguirements.
- 5.4.4. Staff Ratio. The staff to youth ratio shall not exceed 1:20, with no more than 20 youth for each qualified, adult staff supervisor.
- 5.5. Data Collection. AGENCY will work with OUSD to collect and analyze data on student enrollment, student attendance, student academic performance, student satisfaction, and parent satisfaction. This includes, but is not limited to:
 - 5.5.1. Accountability Reports. Providing OUSD with the following set of program accountability reports:
 - Financial reports
 - Activity reports
 - Outcomes reports: behavioral and academic
 - 5.5.2. Attendance Reports. Providing OUSD with attendance reports using the OUSD/OFCY attendance systems and maintaining required attendance records utilizing the OUSD/OFCY attendance systems, including completion of mandatory monthly reports. Original written documentation of all daily attendance records, including all daily sign in/out sheets, will be maintained by Agency for 5 years for auditing purposes.
 - 5.5.3. Use of Enrollment Packet. AGENCY will use OUSD After School Program Parent Permission and Student Information enrollment packet, including early release waiver, for all after school participants. (Exhibit C) AGENCY will seek approval from the OUSD After School Programs Office for any modifications to the OUSD enrollment packet, in advance of distribution.
- 5.6. **Maintain Clean, Safe and Secure Environment.** Maintaining clean, safe, and secure program environments for staff and students in conjunction with OUSD guidelines. AGENCY, as they view necessary, will initiate and establish additional cleanliness, safety, and security policies and protocol sufficient to ensure staff, student and family member safety.
- 5.7. **Meeting Participation.** AGENCY will participate in technical assistance, training, orientation, monthly meetings and other support and resource development activities provided by OUSD and collaborative partners in conducting program planning, implementation, and evaluation. These include required regular meetings with the school principal or other identified designee to ensure collaboration with the school vision. AGENCY staff will participate in meetings facilitated by the OUSD After School Programs Office to address program quality, program improvement and general troubleshooting.

- 5.8. **Relationships.** AGENCY will maintain six essential collaborative relationships to ensure partnerships towards effective program implementation:
 - Administration, faculty, and staff of <u>144/Parker School</u>
 - OUSD After School Programs Office
 - OUSD central administration departments
 - Parents/Guardians
 - Youth
 - Community organizations and public agencies
- 5.9. Licenses. AGENCY shall obtain and keep in force all licenses, permits, and certificates necessary for the performance of this Agreement.

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

- AGENCY shall provide each Site Administrator and the OUSD After School Programs Office with a schedule of all after school program field trips and/or off site events and/or off site activities by the first day of each semester, and a schedule of all summer field trips and/or off site events and activities by the first day of the summer program, if AGENCY is providing summer services (Exhibit D)
- AGENCY hereby certifies that after school and summer program staff and/or subcontractors will
 comply with the following procedures for all field trips, off site events and off site activities:
- 6.1. Licenses Permission Slips/Acknowledgement. Field trip/excursion permission slip must be signed by parent(s)/guardian(s) of all student participants and an acknowledgement must be signed by all adult chaperones both of which shall include the following information:
 - 6.1.1. a full description of the trip and scheduled activities
 - 6.1.2. student/adult participant health information
 - 6.1.3. "Notice of Waiver of All Claims: Education Code § 35330 provides that all persons making a field trip or excursion shall be deemed to have waived all claims against any school district, charter school, or the State of California for injury, accident, illness or death occurring during or by reason of the field trip or excursion, regardless of who holds the claims. If the field trip or excursion to which this permission slip applies is out-of-state, I hereby knowingly waive all of my and my daughter's/son's/ward's claims against any school district, charter school, and/or the State of California for injury, accident, illness or death occurring during or by reason of the out-of state field trip or excursion."
- 6.2. After school and summer program staff or subcontractors leading trip must have a written list of students attending trip.
- 6.3. No student shall be prevented from making a trip due to lack of sufficient funds.
- 6.4. After school and summer program staff or subcontractors leading trip shall have a sufficient first aid kit in his or her possession or immediately available. If the trip is conducted in areas known to be infested with poisonous snakes, this first aid kit shall contain medically accepted snakebite remedies.
- 6.5. **Health Conditions/Medication:** Trip participant health information will be gathered and reviewed in advance of trip and any needed revisions to supervision plan made, including making sure that chaperones understand relevant information (eg food allergies). A plan will be developed to collect, secure, and dispense prescription medications from their original containers only and consistent with physician's instructions.

6.6. Supervision

6.6.1. AGENCY Executive Director must review and approve supervision plan.

- 6.6.2. Trip as structured is appropriate to age, grade level and course of study.
- 6.6.3. Chaperones are all AGENCY employees or subcontractors, parent(s)/guardian(s), or other authorized chaperones and are 21 or older. After School and Summer Program Coordinators and lead trip staff are satisfied that all chaperones are willing and able to perform required duites, including understanding and implementing instructions, understanding health information for students in their group, and responding effectively in the event of an emergency. Trip attendees shall be limited to assigned school or early childhood education or after school program staff, students and authorized chaperones. Guests, including but not limited to friends and other family members, are strictly prohibited absent prior written approval of the after school program 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).
- Transportation Requirements: The after school and summer program or subcontractors shall 6.7. ensure compliance with all state laws and may transport by the use of its own equipment, contract to provide transportation or arrange transportation by the use of other equipment to enrolled after school and summer participants provided that: (A) parent/guardians' written permission has been obtained in advance; (B) After School Program Coordinator and/or Summer Program Coordinator has confirmed that: transportation arrangements are safe and appropriate; (C) all drivers have valid California driver's license; (D) all drivers have received fingerprint clearance; (E) provided that such transport is covered under driver or registered owner's personal automobile insurance or AGENCY automobile liability insurance policy for at least \$100,000 per individual and \$300,000 per occurrence for liability for bodily injury; and \$50,000 per occurrence for liability for property damage; (F) all drivers and registered owners of private or rented vehicles used shall complete and sign declaration of driver forms assuring that: (i) the driver is at least 21 years of age and holds a current valid California driver's license:(ii) the driver has not been convicted of reckless driving or driving under the influence of drugs or alcohol within the past five years; and (iii) the driver provides proof of sufficient insurance; (G) if after school or summer program arranges and/or contracts with a third party to provide this transportation, the organization or company with whom they contract must be licensed as a transportation provider, be certified to transport students (e.g., School Pupil Activity Bus certification) and have at least \$5,000,000 automobile and \$1,000,000 General Liability insurance; (H) arrangements have been made for additional vehicle for use in event of illness or emergency; and (I) students receive instruction in safe conduct on bus or other transport; and (J) drivers shall receive safety and emergency instructions and information which shall be kept in their vehicle, including health and emergency information for each student riding in his/her vehicle.
- 6.8. AGENCY must have reasonable confirmation that all organizations involved in the trip have demonstrated expertise and exhibit reasonably safe and reputable operating procedures and business practices appropriate to student trips.

- 6.9. Vendor is licensed to provide all proposed activities.
- 6.10. Voluntary Student Accident Insurance must be <u>made available</u> for purchase (required for all trips). All student participants on higher risk activities (e.g. swimming, snow trips, horseback riding, sailing, rafting, etc) must be covered by medical or accident insurance.
 - 6.10.1. Parents/guardians must be informed that there is no District insurance for the trip;
 - 6.10.2. Program fees must include coverage for accidents or injuries to participants by an insurance carrier authorized to do business in California.

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

6.11.1. Definition of High Risk Activities

- 6.11.1.1. Because of concerns about the risk to student safety, the after school program coordinator shall not permit the following activities on campus or during AGENCY sponsored after school or summer program trips, events and activities unless the activity is properly supervised, students wear protective gear as appropriate, and each participant has insurance coverage:
 - Amusement Parks
 - Interscholastic Athletic Activities
 - Bicycle riding
 - Circus Arts
 - Hiking (Moderate to rigorous terrain or length) vs short nature "walks"
 - Hang gliding
 - Horseback riding
 - Ice Skating
 - In-line or Roller Skating
 - Rock climbing, climbing walls
 - Skateboarding or use of non-motorized scooters
 - Snow sports of any kind
 - Trampoline; Jumpers
 - Motorcycling
 - Rodeo
 - Target Shooting
 - Water Activities including but not limited to: swimming, snorkeling, scuba diving, sailing, boating, kayaking, river rafting, water slides, water skiing etc.
 - Outdoor active, experiential programs (Ropes course, pulley, etc.)
 - Other activities determined by the school principal to have a high risk to student safety
- 6.11.1.2. The cost of insurance coverage for such activities shall be borne by the student and/or AGENCY.
- 6.11.1.3. Students who operate or ride as a passenger on a bicycle, non-motorized scooter or skateboard upon a street, bikeway or any other public bicycle path or trail shall wear a properly fitted and fastened bicycle helmet that meets the standards of law. Students also shall be required to wear such helmets while wearing in-line or roller skates.
- 6.11.2. Department of Justice and FBI fingerprinting and fingerprint clearance must be obtained for all non-District employee chaperones. Chaperones who continue beyond one school year will need to get fingerprint clearance once every three years from the time they begin chaperoning on after school program trips. Chaperones shall act in accordance with district policies,

regulations and school rules. A person who is required to register as a sex offender pursuant to Penal Code 290 shall not serve as a chaperone on any field trip.

- 6.11.3. No chaperone shall be assigned to provide supervision or instruction of students unless he/she has submitted evidence of an examination within the past 60 days to determine that he/she is free of active tuberculosis. Chaperones whose skin test negative shall thereafter be required to take tuberculosis test every four years or sooner if deemed necessary by AGENCY.
- 6.11.4. Letter must be sent to parent(s)/guardian(s) and a meeting must be held for staff, chaperones, parent(s)/guardian(s) and students in advance of trip to discuss trip and safety related procedures, itinerary and questions.
- 6.11.5. Sleeping arrangements and night supervision are safe and appropriate.
- 6.11.6. Vendor Proof of Insurance: After School 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 2014-2015. AGENCY will function as a sub recipient of funding and as such will follow all required fiscal guidelines and meet outlined standards as referenced in applicable Federal and State sub recipient guidelines. AGENCY will ensure that all contracted funds of this MOU are expended as per grant guidelines.
 - 7.1. Accounting Records. AGENCY will maintain its accounting records based upon the principles of fund accounting.
 - 7.2. Disputes. AGENCY shall make all records related to ASESP, 21ST CCLC available to OUSD for review. OUSD and AGENCY shall meet and confer regarding any disputes as to the amount of actual expenses before taking any action to collect funds.

8. Invoicing

- 8.1. **Billing Structure.** AGENCY shall only invoice for actual expenditures incurred. Supporting documentation must be presented along with monthly invoices upon request. Billing details must be provided upon request to OUSD to ensure compliance with related sub recipient and grant guidelines.
- 8.2. Unallowable Expenses. AGENCY may not purchase computers or capital equipment using ASES, 21st Century Core Grant, 21st Century Direct Access, or 21st Century Family Literacy funds.
- 8.3. Invoice Requirements. AGENCY will submit invoices with evidence of the following staff qualifications for each AGENCY employee and AGENCY agent, including employees of subcontracting agencies and volunteers: TB Clearance, current CA Department of Justice and FBI fingerprint clearance, and Instructional Aide requirement. AGENCY will utilize the required OUSD invoicing and staff qualifications form (Exhibit F) for regular invoice submission.
- 8.4. **Submission of Invoices.** AGENCY must submit invoices to OUSD on a timely and regular basis for services rendered. OUSD will not accept invoices submitted more than thirty days beyond the end of each fiscal quarter. No invoices will be accepted more than 30 days past the end of June 30

of the contractual fiscal year. AGENCY must also submit invoices according to specific invoicing deadlines as outlined by OUSD to ensure timely processing. (Exhibit G)

- 8.5. Submission of Invoices for ASESP and 21st Century Grants. For services rendered related to the ASESP and 21st CCLC grants, OUSD shall pay AGENCY, on a monthly basis, for appropriately documented expenses related to the ASESP and 21ST CCLC grants, with a cumulative total for 2014-2015 not to exceed \$93,855.00 in accordance with the attached Exhibits to this Memorandum. Invoices for payment of services shall be submitted by the 10th of each month to the 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 ASESP and 21st CCLC programs for a minimum of five years. All documents created by AGENCY pursuant to this MOU, including but not limited to reports, designs, schedules, registration packets, early release waivers, and other materials prepared, or in the process of being prepared, for the services to be performed by AGENCY, are and shall be at the time of creation and thereafter the property of OUSD, with all intellectual property rights therein vested in OUSD at the time of creation. OUSD shall be entitled to access to and copies of these materials during the progress of the work. Any such materials in the hands of AGENCY or in the hands of any subcontractor upon completion or termination of the work shall be immediately delivered to OUSD. If any materials are lost, damaged or destroyed before final delivery to OUSD, AGENCY shall replace them at its own expense and AGENCY hereby assumes all risks of loss, damage or destruction of or to such materials. AGENCY may retain a copy of all materials produced under this MOU for its use in its general business activities.

10. Changes

- 10.1. Agency Changes. AGENCY may, at any time, by written order, make changes consistent with Section 5 Scope of Work of this MOU. If such changes cause an increase or decrease in the budgeted cost of or the time required for performance of the agreed upon work, an equitable adjustment as mutually agreed shall be made in the limit on compensation as set forth in Section 4 or in the time of required performance as set forth in Section 5.4, or both. In the event that AGENCY encounters any unanticipated conditions or contingencies that may affect the scope of work or services and result in an adjustment in the amount of compensation specified herein, AGENCY shall so advise OUSD immediately upon notice of such condition or contingency. The written notice shall explain the circumstances giving rise to the unforeseen condition or contingency and shall set forth the proposed adjustment in compensation. Such notice shall be given to OUSD prior to the time that AGENCY performs work or services related to the proposed adjustment in compensation. Any and all pertinent changes shall be expressed in a written amendment to this MOU and signed by OUSD prior to AGENCY's implementation of such changes.
- 10.2. Changing Legislation. AGENCY understands that changes in Federal, or state legislation or District policy may impact funding levels, grant requirements, and responsibilities of AGENCY during an academic school year. This MOU may be amended during the 2014-2015 fiscal year to reflect additional changes resulting from such legislation.

11. Conduct of Consultant

- 11.1. Child Abuse and Neglect Reporting Act. AGENCY will comply with the Child Abuse and Neglect Reporting Act (CANRA) guidelines as Mandated Reporters to report suspicions of possible child abuse to the appropriate reporting agency as stated in California Penal Code § 11164 11174.
- 11.2. Staff Requirements. AGENCY will adhere to the following staff requirements for each AGENCY "agent", including employees, staff of subcontracting agencies, and volunteers. AGENCY will

provide OUSD with evidence of staff qualifications, consistent with invoicing requirements outlined in Section 8.3 which include:

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

- 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 proceeding paragraph.
- 13. Insurance. Throughout the life of the MOU, AGENCY shall pay for and maintain in full force and effect with an insurance company(s) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A/VII" in Best Insurance Rating Guide, the following policies of insurance:
 - 13.1. Commercial General Liability insurance which shall include contractual, products and completed operations, corporal punishment and sexual misconduct and harassment coverage, and bodily injury and property damage liability insurance with combined single limits of not less than \$1,000,000 per occurrence.
 - 13.2. Worker's Compensation insurance, as required by the California Labor Code, with not less than the statutory limits.
 - 13.3. Property and Fire insurance shall provide to protect: Real Property, against risk of direct loss, commonly known as Special Form and Fire Legal Liability, to protect against liability for portions of premises leased or rented; Business Personal Property, to protect on a Broad Form, named peril bases, for all furniture, equipment and supplies of AGENCY. If any OUSD property is leased, rented or borrowed, it shall also be insured the same as real property.

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

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

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

OAKLAND UNHFIED SCHOOL DISTRICT X President, Board of Education State Administrator Superintendent Secreta Date Board of Education Associate Superintendent Date Family, School, and Community Partnerships Dept. Principal ional Executive O ficer MOU template approved by Legal May, 2014

AGENCY

Agency Director Signature Print Name, Title Farder Executive

Attachments:

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

File ID Number: <u>14-166</u> Introduction Date: <u>8-27-14</u> Enactment Number: <u>14-152</u> Enactment Date: <u>8-27-14</u> Bv:

Exhibit A

Attendance Reporting Schedule

Oakland Unified School District After School Programs Attendance Reporting Schedule					
Monthly Attendance Period	Deadline to Input Attendance Data into Cityspan				
July 1 – July 31, 2014	August 10, 2014				
August 1 - August 30, 2014	September 10, 2014				
September 1-30, 2014	October 10, 2014				
October 1-30, 2014	November 10, 2014				
November 1-30, 2014	December 10, 2014				
December 1-31, 2014	January 10, 2015				
January 1-31, 2015	February 10, 2015				
February 1-28, 2015	March 10, 2015				
March 1-31, 2015	April 10, 2015				
April 1-30, 2015	May 10, 2015				
May 1-31, 2015	June 10, 2015				
June 1-30, 2015	July 10, 2015				

Exhibit B

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

(Template distributed separately)

INSERT HERE

2014-15 Elementary/Middle School After School Program Budget

	R SCHOOL BUDGET PLANNIN TARY & MIDDLE SCHOOLS 02 2014							
							_	
					OFCY	Program		
Site				ACCO	Match	Fees (if		Other Lead
Site #:	Parker Elementary School			ASES	Funds	applicable)		Agency Fund
		%			Lead Agency	Lead Agency		Lead Agenc
verage #	of students to be served daily (ADA): 83 TOTAL GRANT AWARD	70	\$112,5		\$67,000	Lean gancy	\$0	\$0
ENTRAL	COSTS: INDIRECT. ADMIN. EVAL. PD.		3112,0	00	\$67,000		30	30
USTODI	AL. SUPPLIES							
	OUSD Indirect (5%) OUSD ASPO admin, evaluation, and training/technical	-	\$5,357					-
	assistance costs		\$7,009					
	Custodial Staffing and Supplies at 3.17409359427633%		\$3,178					
	TOTAL SITE ALLOCATION		\$96,9	55	67,000			
ERTIFIC	ATED PERSONNEL						C-	
1120	Quality Support Coach/Academic Liaison REQUIRED		\$2,500				\$0	
1120	Certificated Teacher Extended Contracts- math or		42,000				φυ	
1120	ELA academic intervention or Common Core academic enrichment		\$0				\$0	
1120	Certificated Teacher Extended Contracts- ELL	-						
	supports	-						A STATE OF A
	Telefore and The stand			and a second			\$0	AND TO AN A COMPANY AND A COMPANY
	Total certificated		\$2,500		State of the state of the	The second s	\$0	is all y water and a set of the
2205	ED PERSONNEL		\$0				so	
2205	Site Coordinator (list here, if district employee) SSO (optional)		\$0	\$0	S. Augusta	the course	\$0	Contraction of the second s
2220	ASP Program Director		30	\$659	\$3,957	MACO STOR	50	
	Founder/Executive Director			\$12,494	\$439	and the second		
	Family Liaison			\$10,000	\$3,500			
	Total classified		\$0	\$23,153	\$7,896		so	5
BENEFITS	S							
	Employee Benefits for Certificated Teachers on				S. Constant			
3000's	Extended Contract (benefits at 24%)	-	\$600					
3000's	Employee Benefits for Classified Staff on Extra Time/Overtime (benefits at 20%)		\$0					
3000's	Employee Benefits for Salaried Employees (benefits at 40%)		\$0					
3000's	Lead Agency benefits (rate: 25%)		30	\$5,536	\$1,864		(Magine)	
50005	Total benefits	10.000	\$600	\$5,536	\$1,864		SC	s
BOOKS	AND SUPPLIES				1.004			
	Supplies (OUSD only, except for Summer			Serles.				
4310	Supplemental)		\$0 \$0	And I have		1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	\$C \$C	
4310 5829	Curriculum (OUSD only) Field Trips		\$0	AND SCALE	and the second s	and the second s	\$4	
4420	Equipment (OUSD only)		\$0 \$0	. A starter	SUCCESS!	T	\$0	
4420	Building Intentional Communities curriculum		90		12 10 2 10 10 10 10 10 10 10 10 10 10 10 10 10			1
	Bus tickets for students				-			
	District professional development on district PD days				-			
	(Bridging the Bay conference, Youth Work Methods trainings)			\$436				
	Agency Professional Development			\$2,000		-		
	Science Learning Community curriculum and materials (required for 21st Century sites)							
	(required for 21st Century sites) Total books and supplies		\$0	\$2,436	\$0	\$0	SC SC	
CONTRA	CTED SERVICES		40	44,490	\$0	30	30	
5825	ASP Site Coordinator (list here if CBO staff)			\$25,400	\$17,100			T
3023	ASP Site Coordinator (ist nere in CBO statt) ASP Instructors (3 staff x \$16/hr x 3.5 hrs x 180 days							
	= \$30,240)			\$17,280	\$12,960			
-	Enrichment Provider: Nikao Youth (1 instructor x \$38.31/hr x 3.48 hrs/day x 75 days = \$10,000)			\$5,000	\$5,000	-		
	Enrichment Provider: Destiny Arts (1 instructor x							
5825	\$38.72/hr x 3.96 hrs/day 75 days = \$11,500) Enrichment Provider: Attritudinal Healing Connections			\$5,750	\$5,750			
	(1 instructor x \$38.72/hr x 3.96 hrs/day 75 days = \$11,500)			\$5,750	\$5,750			

	Parker Elementary School			ASES	OFCY Match Funds	Program Fees (if (applicable)		Other Lead Agency Funds
Site #:	and the second s		Res adding 1	Linuage Start				
Average #	of students to be served daily (ADA): 83	%	OUSD	Lead Agency	Lead Agency	Lead Agency		Lead Agenc
	Enrichment Provider: Prescott Circus (1 instructor x \$30.65/hr x 3.48 hrs/day x 75 days = \$8,000)				\$8,000			
5825								
5825	Building Intentional Communities Lead Instructor (required for Middle school 21st Century sites)							
5825	STEM Instructor(s) (required for 21st Century programs)			\$0	-			
5825	Restorative Justice Lead Facilitator (required for 21st Century sites that have a school-day RJ coordinator)							
5825	Stipends to Parents for Parent Safety Patrols (optional)		\$0					
5825	Mental Health consultant (optional)							
5825						_		
5825								
5825				-				
	Total services		\$0	\$59,180	\$54,560	\$0	\$0	\$
IN-KIND D	RECT SERVICES	_						
						- real	\$0	5
_			1	122			\$0	
				A		0.6	1	
				100	2			
		-		122				
	Total value of in-kind direct services		1. J			1	\$0	\$
LEAD AG	ENCY ADMINISTRATIVE COSTS							
	Lead Agency admin (4% max of total contracted \$)			\$3,550.00	\$2,680		PIRA.	\$
SUBTOT	ALS	_						
-	Subtotals DIRECT SERVICE	86	\$4,782	\$90,305	\$64,320	\$0	\$0	\$
	Subtotals Admin/Indirect	75	\$13,863	\$3,550	\$2,680	\$0	1	\$
TOTALS								
	Total budgeted per column		\$18,645	\$93,855	\$67,000	\$0	\$0	\$
	Total BUDGETED	100	\$112,	500	\$67,000	\$0	\$0	\$0
	BALANCE remaining to allocate		\$0		\$0			
	TOTAL GRANT AWARD/ALLOCATION TO SITE	-	\$112,	500	\$67,000		2000	

ASES MATCH REQUIREMENT: ASES requires a 3:1 match for every grant award dollar awarded,	
Total Match amount required for this grant:	37,500
Facilities count toward 25% of this match requirement:	9,375
Remaining match amount required:	28,125
Match should be met by combined OFCY funds, other site funds, private dollars, and in-kind resources. This total equals:	D
Total Match amount left to meet:	28,125

1 Required Signatures for Budget Approval: Principal: Lead Agency: υ

funded by After School Education and Safety (ASES	School Programs) and 21 st Century Community Learning Center (21 st CCLC) Grants After School Program Plan
Elementary	& Middle Schools 14 – 2015
SECTION 1: School Site Information	
School Site: Parker Elementary School	Lead Agency: Eagle Village Community Center Youth and Family Services, Inc. (Eagle Village)
Principal Signature:	Lead Agency Signature:
After School Site Coordinato(Name (if known at this time): TBD	Date: 6/1/14
 <u>x</u> Balanced Literacy and Literacy Across the Curricului <u>x</u> Science, Technology, Engineering, and Mathematics Transitions and Pathways Pre-K to 12 College, Career and Workforce <u>x</u> Accelerating Students through Targeted Approaches <u>x</u> Extended Learning Time <u>x</u> School Culture (including Meaningful Student Engage Health and Wellness Interrupting Chronic Absence (Attendance) <u>x</u> Building Capacity and Leadership <u>x</u> Family and Student Engagement Strategic Operational Practices 	s (STEM) s

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

- · Promoting academic achievement and self-confidence through a broad range of activities
- Frequent assessments and multiple opportunities for students to meet assessment benchmark
- Use of data to drive instruction and to set goals
- Ensuring physical and emotional safety
- Collaborative evaluations

OFOTION A OURD CLASS

Complete the matrix for at least t Strategic Questions/Desired Outcomes As a result of our ASP efforts	Strategic Activities What after school strategic activities will support the desired outcomes?	Outcomes of Strategic Activities What short-term outcomes will you expect from your efforts by the end of the school year?	Data used to assess the strategic activities What data will be collected to measure these outcomes?
High School Graduation: How many more Oakland children are graduating from high school?	 Homework Centers Project-based, state standard aligned clubs 	 Increased homework submission Better grades Decreased truancy Increased confidence in students' abilities 	 Grades Attendance records Student surveys Youth Program Quality Assessment
Satisfactory School Day Attendance: How many more Oakland children are attending school 95% or more?	 Homework Centers Recreational/Physical Activities Enrichment Activities 	By providing meaningful, fun, and interesting hands-on activities that enhance the regular school day's lessons, it will: • Engage the student • Increase confidence in students' abilities • Allow access to qualified and caring instructors	School day attendance records for all ASP participants will be tracked and monitored closely through the District's AERIES system.

2

Job Skills/Career readiness: How many more students have meaningful internships and/or paying jobs?		
Health and Well-being: How many more Oakland children have access to, and use, the health services they need?		

SECTION 4: Program Model and Lead Agency Selection

For 2014-2015, my site will operate the following program model:

☑ Traditional After School: voluntary program open to all students, with enrollment priorities targeting certain students
□ Extended School Day: additional class periods added to the bell schedule during after school hours for students of a particular grade and/or all students of the school

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

Description and Rationale for Selection of Lead Agency

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

Eagle Village Community Center Youth and Family Services, Inc. (Eagle Village): Formerly known as Westlake Eagle Village Community Center (WEVCC) received its official nonprofit incorporation from the State of California Secretary of State and is now operating as Eagle Village Community Center Youth and Family Services, Inc. (Eagle Village), an independent incorporated 501(c) (3) nonprofit organization. For over ten years, Eagle Village has worked to "create a safe place to support the development of the 'whole child', both in and out of the classroom, through academic, cultural, recreational, mental health and family services". Eagle Village has evolved into a comprehensive community center that provides well-rounded services to Parker Elementary students and their families. Eagle Village's Founder/Executive Director has been committed to Eagle Village's mission and goals since its inception, and she continues to work hard to ensure that young people, such as Parker students, are given access to services and programs that may not otherwise be available to them.

SECTION 5: ATTENDANCE, PROGRAM DATES, AND PROGRAM SCHEDULE In order to remain in compliance and meet minimum funding requirements, the after school prograph upon the conclusion of the regular day and operate at least until 6pm on every regular school dat schools (EC 8483) High school programs are required to operate a minimum of 15 hours per week	
Required # of Program Days your program will operate during School Year 2014-2015:	180 days required*
Projected Daily Attendance during School Year 2014-2015:	83
Program Schedule Submit program schedule as an attachment, using the standard program schedule temp	late

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

SECTION 6: Academics

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

1) Targeted Interventions 2) Skill-Building 3) Homework Support 4) Tutoring Other possible supports may include computer lab. library exploration, project-based learning, coordination with SES tutoring

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

	Target Population	Academic Support (choose one)	CSSSP goal(s) or school need supported by activity	Measurable Outcomes	Description of program/activity	Instructional Strategies
1	Student Group: Black or African American	 Homework Support Tutoring Skill Building Academic Intervention Other 	 Ensure 100% of students participate in the relevant assessments Increase the percent of students making one or more years of lexile gains between the first and last administrations by 10% annually or maintain at 100% Submit 100% of IEP within the timeframe 	 School Scorecard: Participation in Common Core State Standards Aligned Assessments - ELA, Math, Science School Scorecard: 1+ Years' Growth in the Scholastic Reading Inventory School Scorecard: MS & HS College Career Plans 	Homework Center: This activity enhances student learning in the classroom by providing opportunities for additional learning and assistance with homework in both one-on-one and small group settings.	 Continue seamless school day and after school support for students performing below grade level Provide enrichment, recreational, and physical activities for all students to help team- building, develop student abilities to solve conflicts, and help students take on leadership responsibilities and stay healthy

SECTION 7: ENRICHMENT & PHYSICAL ACTIVITY / RECREATION

Enrichment activities and physical activity/recreation are required components of the ASES and 21[#] Century grants. Enrichment activities should provide students with the opportunity to apply their classroom learning in a real hands-on way. Enrichment activities should intentionally and creatively build skills that support students success in school and in life. Enrichment activities often support school goals for health and wellness, positive school climate, arts learning, and student engagement.

Type of Enrich- ment	Rationale	CSSSP goal(s) or school need supported by activity	Brief Description	Targeted Skills	Measurable Outcome
Physical Activity	 Student Identified School Identified Parent Identified Other (specify) 	Provide enrichment, recreational, and physical activities for all students to help team-building, develop student abilities to solve conflicts, and help students take on leadership responsibilities and stay healthy	Dance Club: Students will learn a dance style that blends Modem dance and Hip- Hop. Students will be instructed in choreography, dance fundamentals and historical figures who have paved the way in dance.	 □ College/Career Readiness □ Social & Emotional Learning □ Leadership □ Academic (specify) □ Health and Wellness □ Other - Cultural Awareness 	 Increased grades and GPA Reduce the off- campus suspension rates of African American and Latino students by 25% annually, or maintain them at 100% or less at the elementary level
Physical and Enrichment Activity	 Student Identified School Identified Parent Identified Other (specify) 	Provide enrichment, recreational, and physical activities for all students to help team-building, develop student abilities to solve conflicts, and help students take on leadership responsibilities and	Prescott Clowning Club: Students work with professional artists to develop physical circus skills such as juggling, acrobatics, improvisation, balancing, unicycling, stilting, hip hop dance, hambone body	 College/Career Readiness Social & Emotional Learning Leadership Academic (specify) Health and Wellness Other - <u>Cultural Awareness</u> 	 Increased grades and GPA Reduce the off- campus suspension rates of African American and Latino students by 25% annually, or

		stay healthy	percussion, and clowning. An emphasis on cultural connections within the program's curriculum and structure is valued and included. Students also learn about performance art, including creative expression, stage presence, production, and theatre vocabulary.		maintain them at 100% or less at the elementary level
Recreational Activity	 ☑ Student Identified ☑ School Identified ☑ Parent Identified □ Other (specify) 	Provide enrichment, recreational, and physical activities for all students to help team-building, develop student abilities to solve conflicts, and help students take on leadership responsibilities and stay healthy	Recreational Club: Students participate in a variety of fun activities such as board games, recreational games, movie viewing, and/or art projects.	 College/Career Readiness Social & Emotional Learning Leadership Academic (specify) Health and Wellness Other (specify) 	 Increased grades and GPA Reduce the off- campus suspension rates of African American and Latino students by 25% annually, or maintain them at 100% or less at the elementary level
Enrichment & Physical Activity	 ☑ Student Identified ☑ School Identified ☑ Parent Identified ☑ Other (specify) 	Provide enrichment, recreational, and physical activities for all students to help team-building, develop student abilities to solve conflicts, and help	Sports Club: This club is a fun and exciting program will learn tearnwork, physical skills, and have a whole lot of energetic fun in a variety of different	 College/Career Readiness Social & Emotional Learning Leadership Academic (specify) Health and Wellness Other (specify) 	 Increased grades and GPA Reduce the off- campus suspension rates of African American and

		students take on leadership responsibilities and stay healthy	sports.		Latino students by 25% annually, or maintain them at 100% or less at the elementary level
Enrichment Activity	 Student Identified School Identified Parent Identified Other (specify) 	Provide enrichment, recreational, and physical activities for all students to help team-building, develop student abilities to solve conflicts, and help students take on leadership responsibilities and stay healthy	Art Club: Students will learn about the elements of art and design. They will explore color theory and the concept of color value using a wide array of materials including acrylic paint, fabric paint and more. This class is led by Art Esteem. Additionally, Art Esteem's mission is to break the cycle of violence by providing platforms for creative expression and communication. They promote the understanding that we can choose peace over conflict and love over fear in their curriculum.	 □ College/Career Readiness ⊠ Social & Emotional Learning □ Leadership □ Academic (specify) □ Health and Wellness ⊠ Other - <u>Art Appreciation and</u> <u>Drawing Skills</u> 	 Increased grades and GPA Reduce the off- campus suspension rates of African American and Latino students by 25% annually, or maintain them at 100% or less at the elementary level

SECTION 8:	FAMILY	ENGAGEMENT	/ FAMILY LITERACY

After school provides an excellent context to loster parent involvement, connect families to the larger school community, and share important, mormation related to the after school and regular school day programs. After school family engagement efforts should be aligned with school day efforts, and support school goals for ramily 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° 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 teaming and development. For 21° Century grantees who receive Family Literacy funding. *The activities listed below must align to your 21st Century Family Literacy budget plan.*

Type of Activity	CSSSP goal(s) or school need supported by activity	Brief Description	Measurable Outcome	Alignment with school day family engagement / family literacy efforts or resources
Parent-and-Child Together Activity and Family Celebration	 Support provided for families of targeted students, through the Family Resource Coordinator. Reduce the number of staff and parent level I uniform complaints by 5% annually 	Family Nights: Guardians of targeted students will attend family events to gain a better understanding of what their child is learning in school/after school, to meet their child's instructors, as well as promote parent involvement. The goal of Family Nights is for parents to learn how to assist their children with raising their achievement levels.	 Increase parent attendance and participation of target group by 20% annually School Scorecard: Uniform Complaints 	The Family Resource Coordinator will collaborate with school day staff to support the parents, school, and community.

	SECTION 9:	Chronic Absence	Action Plan
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Improving school day attendance for all students and reducing chronic absenteeism is one of the key OUSD strategic goals. The district goal is that all students will attend school at least 95% of the required school days or more. Thereby achieving satisfactory attendance. Students who attend school 90% or less of required days are considered chronically absent. Students whose attendance fails in the "grey zone" between 90% - 95% are considered at risk of chronic absenteeism.

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

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

Strategies to Support Attendance	Action Steps
 Recruit and address the needs of students who are at risk of chronic absenteeism. 	
b) Inform parents about the importance of attendance and encourage parents to help each other get their students to class.	 Consistently utilize the ABI attendance system to monitor student attendance, Create an Attendance Committee including the COST coordinator, attendance clerk, counselor, and the principal, Meet on biweekly basis to review student attendance data and strategized on individualized intervention, including home visits and parent conferences
c) Track students with poor program attendance and reach out to find out why and how attendance could be improved.	
 d) Celebrate good attendance and/or offer meaningful incentives to attract and reward students for attending our program. 	Offer meaningful incentives such as achievement awards, parties, raffles, and mini showcases to students who attend program at least 90% of the time.

SECTION 10: Transforming School Culture and Climate

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

a) The following are paths that OUSD schools are taking to change discipline and transform school culture and climate. What strategy/strategies is your school utilizing to transform school culture and climate?

____ PBIS (Positive Behavioral Interventions and Support)

- Restorative Justice
- x Social and Emotional Learning
- Bullying Prevention
- Other:

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

Parker Elementary School and Eagle Village will work closely, meeting regularly during the planning phase and then as needed to ensure that the After School Program (ASP) is aligned with Parker's effort to transform its school culture and climate. It's our belief that in providing a safe and caring environment with multiple and meaningful opportunities to be authentically engaged, Parker students will increase their attendance and academic achievement rates as well as build their confidence. Eagle Village's role is to provide services for students and families that will give them a stronger support system to succeed. The ASP provides a wide variety of clubs that range from academics to recreation to enrichment; all of which provides meaningful opportunities to be authentically engaged.

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

Eagle Village supports OUSD's goal of reducing the disproportionate suspension rates of African American students. Special efforts the ASP has made towards this goal are as follows:

- · Provide clubs that promote self-expression for social-emotional well-being (i.e. dance, and art)
- Provide a club that fosters positive mentor relationships through activities that interest our students most, i.e. sports

•	Have recognition ceremonies	for students who attend	school/program at least 90% of the time
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• Eagle Village tries to provide a staff that reflects the student population and therefore, have employed black professionals who serve as positive role models and mentors to our student population.

together, work together, and coordinate their efforts to meet the h The after school Site Coordinator, Director, and/or Family Resource Coordinator will actively participate in which of the following school group(s), in order to increase	r s s a hub of services where various types of service providers come
alignment between after school and school day efforts?	 PTA Attendance Team/Workgroup CSSSP (Community School Strategic Site Planning) team School Culture/Climate Committee Other (specify)
List key community partners whom you will actively collaborate with to accomplish the goals of your program.	 Attitudinal Healing Connections Destiny Arts Nikao Youth Oakland Unified School District (OUSD) Oakland Fund for Children and Youth (OFCY) Parker Elementary School Prescott Clowns
List all subcontractors who will be paid to deliver after school services.	 Attitudinal Healing Connections Destiny Arts Nikao Youth Prescott Clowns
Identify other service providers and support personnel at your school (ie. school psychologist, School Based Health Center staff, counselor, mental health therapist, school nurse, parent liaison, etc.) whom you will actively collaborate with to accomplish the goals of your program.	Family Resource Coordinator

2014-15 After School Enrollment Policy for Parker Elementary School

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

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

Target Population(s)	Specific Data to Inform Selection of Program Participants	(High School Only) Indicate if participation is Optional or Mandatory for each target population
Students in need of academic support and intervention to improve or sustain academic performance.	 CST Benchmarks Grades/GPA Teacher or counselor referral Parent/Caregiver feedback Student self-selection 	
Students in need of being engaged in learning (including students who have already learned regular school day content and need additional academic enrichment).	 CST Benchmarks Grades/GPA Teacher or counselor referral Parent/Caregiver feedback Student self-selection 	
Students from socio-economically disadvantaged families/backgrounds.	 Other data and risk factors identified by site Parent/Caregiver feedback Teacher or counselor referral 	
Students at risk of chronic absenteeism (attendance between 90% - 95% attendance).	 Attendance data Grades/GPA Parent/Caregiver feedback Teacher or counselor referral 	
Students with siblings already enrolled in after school program based on above priorities.	 Parent/Caregiver feedback Teacher or counselor referral 	

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

ASES and 21st CCLC After School Programs 2014-2015

Grade levels prioritized for programming: 1st through 5th grades

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

Additional Notes:

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

Enrollment Process and Timeline: (Summarize your enrollment timeline below. Describe how your school will identify and recruit students beginning in Spring 2014. Indicate how families will be notified of 2014-15 enrollment before the last day of school, June 12, 2014.)

Hinghight is a Russ	After School Enrollment Steps/Process	indexication managenerates and
May 2014	Begin program planning for next year's after school program. During this planning, site prioritizes target populations for after school enrollment, based on school needs, program capacity, and district guidelines.	Executive Director School Principal
June 2014	Defines enrollment priorities and enrollment process in a site-specific "Enrollment Policy" that is reviewed and approved by the ASPO; site shares After School Enrollment Policy with parents and school faculty.	Executive Director School Principal
June 2014	Meet to identify 50%-75% of participants for next school year, based on enrollment policy and student data (leaving at least 25% of slots for incoming students who meet enrollment priorities).	Executive Director ASP Program Director School Principal

June 2014	Conduct spring recruitment and enrollment of priority students identified; family are notified about next year's program participation.	School Staff ASP Program Director Family Resource Coordinator
August 2014	Meet to identify students to fill remaining slots based on enrollment policy and new data (i.e. test scores released in summer).	Executive Director ASP Program Director Site Coordinator School Principal
August – September 2014	After school program begins on 1 st day of school, with enrollment at a minimum of 75% capacity. Conduct new year recruitment on Student Registration Day and enroll to fill remaining slots to ensure full program enrollment by end of September.	ASP Program Director Site Coordinator School Staff
September 2014 – June 2015	Create waitlist and fill openings throughout the year based on criteria established in enrollment policy.	ASP Program Director Site Coordinator

Important dates to include in your timeline:

- · April June: Spring enrollment for 2014-15 programs.
- · Families will be notified of 2014-15 after school enrollment before the last day of school, June 12, 2014.
- After school programs begin on 1st Day of school, with enrollment at a minimum 75% capacity.
- August September: New school year enrollment of families for remaining program slots.
- · Remaining program slots will be filled by September 30, 2014.
- · All programs must maintain waitlists after program slots are filled.

Principal Signature:

Lead Agency Signature:

ASES and 21st CCLC After School Programs 2014-2015

2014-15 Assurances for Grant Compliance and After School Alignment with School Day

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

Principal initials	Lead Agency initials	2014 – 15 Assurances for Grant Compliance and After School Alignment with School Day
KE	VH	Site Administrator and Lead Agency Director/Site Coordinator have reviewed the CA Dept of Education's ASES and/or 21 st Century Grant Assurances, and understand mandated grant compliance elements.
KH	VH	Site Administrator and Lead Agency Director have reviewed the Lead Agency After School MOU together, and agree to the requirements outlined in the MOU for the lead agency partner.
KH	VH	Site Administrator will meet regularly with Site Coordinator to ensure program is meeting identified goals.
Klt	VH	Site will share student outcome data to better refine program (Attendance data, test scores, Report Cards, IEP's, etc).
k H	VH	The principal and lead agency partner have reviewed and discussed the Quality Support Coach key responsibilities. Both Principal and lead agency partner understand that this role is critical for strengthening staff practices and the quality of the after school program. Site will identify a certificated, qualified individual to serve as the program's Quality Support Coach and to fulfill all responsibilities outlined in the role description.
L.H.	VH	Site will invite Site Coordinator and appropriate after school staff to participate in school day meetings and professional development opportunities, in order to ensure consistency in standards of teaching and learning and positive school climate.
KH	VH	Site will invite Site Coordinator to participate on SSC, COST, SST, and/or CSSSP teams to ensure coordination of services.
KH	VH	Site will coordinate the use of facilities and site level resources in support of program goals.
KH	VH	Site will provide Site Coordinator with office space that includes access to internet and phone.
KH	VH	Site Administrator will share the School Site Safety Plan with the Site Coordinator and discuss appropriate policies and procedures to ensure safety during the after school hours.
Principal	Signature	: 1/1/1 Lead Agency Signature:

ASES and 21st CCLC After School Programs 2014-2015

Quality Support Coach (formerly called "Academic Liaison")

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

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

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

Quality Support Coaching Planning

- a) Please identify who will fulfill the Quality Support Coach role for 2014-15:
- IX A credentialed teacher on staff who has effective skills and experiences in coaching and/or adult learning
- A qualified professional who is part of the school staff
- An OUSD coach connected to the school (i.e. LCI Literacy or Math coach, BTSA coach, etc.)
- Other individual (please specify in detail):

If known, please specify the name of the person who will fill the Academic Liaison role, and identify his/her role in the school: TBD

b) Some schools are challenged in finding a qualified individual on staff who can fulfill the Quality Support Coach role. In this case, the OUSD After School Programs Office will work actively to try to find an OUSD coach to match with the school. Please mark:

My school needs support in finding an individual who can effectively fulfill the role of Quality Support Coach.

Teachers on Extended Contract for Direct Service

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

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

ist after school classes/activities that will be facilitated by eachers on extended contract	Anticipated hours/week for teacher on extended contract
Not Applicable	

Principal Signature:

Lead Agency Signature:

After School Safety and Emergency Planning for 2014-15

After School Safety and Emergency Planning
 A) The Comprehensive School Site Safety Plan will incorporate the After School Program. The Principal and Site Coordinator will discuss plans and procedures for after school safety, and the Site Coordinator will have access to the Comprehensive School Site Safety Plan. Image: Section 1 Structure School Site Safety Plan.
If no, explain after school plans to ensure student and staff safety should an incident of violence or other crisis/emergency occur on or near the school campus during after school hours:
 B) Describe the training that site will provide after school staff on safety procedures, including lockdown procedures and communication protocols for crisis response. The school site will provide the following information at the 2014-2015 After-School Program Staff Orientation. Emergency Site Plan with escape routes Emergency Site Plan with assigned meeting area Emergency Procedures for various situations Communication Protocols
C) Principal and Site Coordinator have reviewed the OUSD After School Emergency/Crisis 1st Level Response Notification Protocol. I Yes I No
Facility Keys
 Will the After School Program have access to facility keys for all areas where after school programming occurs? Yes I No If no, indicate how the school campus will be secured if crisis should occur during after school hours and if lockdown is necessary;
SSO Staffing: (check one)
 Site has a school day SSO who can accommodate after school related work as part of their regular salary. Site will pay Extra time/Over time (ET/OT) to accommodate an after school SSO. Site does not need an SSO or does not have the resources to have an after school SSO.
Principal Signature: Lead Agency Signature:

Professional Development and Staff Wellness

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

 a) Programs are allowed up to three days of program closure during the school year to offer staff professional development. Please indicate which three days (if any) your program plans to close this year for PD:
 Eagle Village plans to provide staff professional development three times in the 2014-2015 academic year; the dates are still to be determined.

- b) What professional development, coaching, and training supports will be provided by the lead agency partner?
 - · Curriculum and lesson plan development and classroom management
 - · TBD based on the needs of the ASP staff
 - YPQA Training
- c) What professional development opportunities will be provided by the school site?
 - Professional Development opportunities provided by the school site are yet to be determined based on the needs of the staff.

d) ASPO professional development will consist of the mandatory August Institute (week of Aug. 4-8), mandatory monthly site coordinator meetings (2 hrs/month), Youth Work Methods trainings (4 hours in October during non-student day), the annual Bridging the Bay after school conference, and various professional learning communities (time commitment varies). Please mark:

I understand that professional development helps ensure program quality. My program is committed to providing/accessing professional development opportunities for after school staff, based on needs identified by program data. My program will adequately budget for staff time to participate in professional development over the course of the year (for key line staff, recommended at least 20 hours of PD/year). It is the staff value of the year (for key line staff, recommended at least 20 hours of PD/year).

Staff Wellness

e) Please describe ways your program will work to support staff wellness over the course of the year: Eagle Village makes a point to check-in with staff members at the start of program each day to ensure staff wellness.

Principal Signature: Lead Agency Signature: Addendum for 21st Century Community Learning Center Grantees Only ASES and 21st CCLC After School Programs 2014-2015

Equitable Access: (must be completed by all programs that Some 21 st Century programs receive extra Equitable Access fundir supports for special populations of students who may face challeng use of Equitable Access funds include - additional academic interventions/supports to struggling stu- needs, etc.) - mental health support services that enable students to fully - translation services, bus tickets, and other supports that may How will your 21 st Century program support equitable access in your receive extra support mrough the Equitable Access supplemental g funds. Your plans must align with your Equitable Access budget.	ng. The intent of Equitable Access funding is to provide targeted as and barriers to program participation. Examples of allowable idents (ie. English Language Learners, students with special participate in the after school program ake it possible for students to participate in program ar program? Which population(s) of students in your program will
Parker's After School Program is not receiving Equitab applicable. 21 st Century Supplemental Programming during 2014-15	School Year
Describe your planned programming on weekends intercession bro Your supplemental program plans must match your proposed supp (Pieuse do NOT include summer program plans here, there will be	lemental program budget
Number of supplemental program days you plan to offer during the 2014-15 school year:	Parker's After School Program is not receiving Supplemental Programming funding and therefore this section is not applicable.
Dates of Service:	Parker's After School Program is not receiving Supplemental Programming funding and therefore this section is not applicable.
Hours of Operation: (note that supplemental programs must operate at least 3 hours/session)	Parker's After School Program is not receiving Supplemental Programming funding and therefore this section is not applicable.
Description of Supplemental program activities: (describe goa Parker's After School Program is not receiving Supplemental applicable	

Exhibit C OAKLAND UNIFIED SCHOOL DISTRICT ASES AND 21ST CENTURY AFTER SCHOOL PROGRAMS PARENT PERMISSION AND STUDENT INFORMATION - ELEMENTARY AND MIDDLE SCHOOLS I give my child permission to participate in the 2014-2015 ______After School Program. Name of School: Date of Birth Grade Student's Name Parent/Guardian Name (Please print) Signature Today's Date Home Address City Zip Cell Phone Home Phone Work Phone EMERGENCY CONTACT INFORMATION In case of emergency please contact:

Name	Relationship	Phone: work/home/cell
Does your child have health cove	erage?Yes	No
Name of Medical Insurance	Policy/ Insurance #	Primary Insured's Name
Medical History that may be of	importance Me	dication Student is taking
List any Allergies		
Name of Child's Doctor	Telephone	
I authorize After School Progra may be necessary for my child o		obtain emergency medical treatment which gram.
Parent/Guardian Name	Signature	Date

After School MOU 2014-2015, page 17 of 30

RELEASE	OF	LIABILITY
---------	----	-----------

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

Parent/Guardian Signature:

STUDENT RELEASE/ PICK UP POLICY

Date

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

Parent/Guardian/Caretaker Signature

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

Date

Name/Relationship

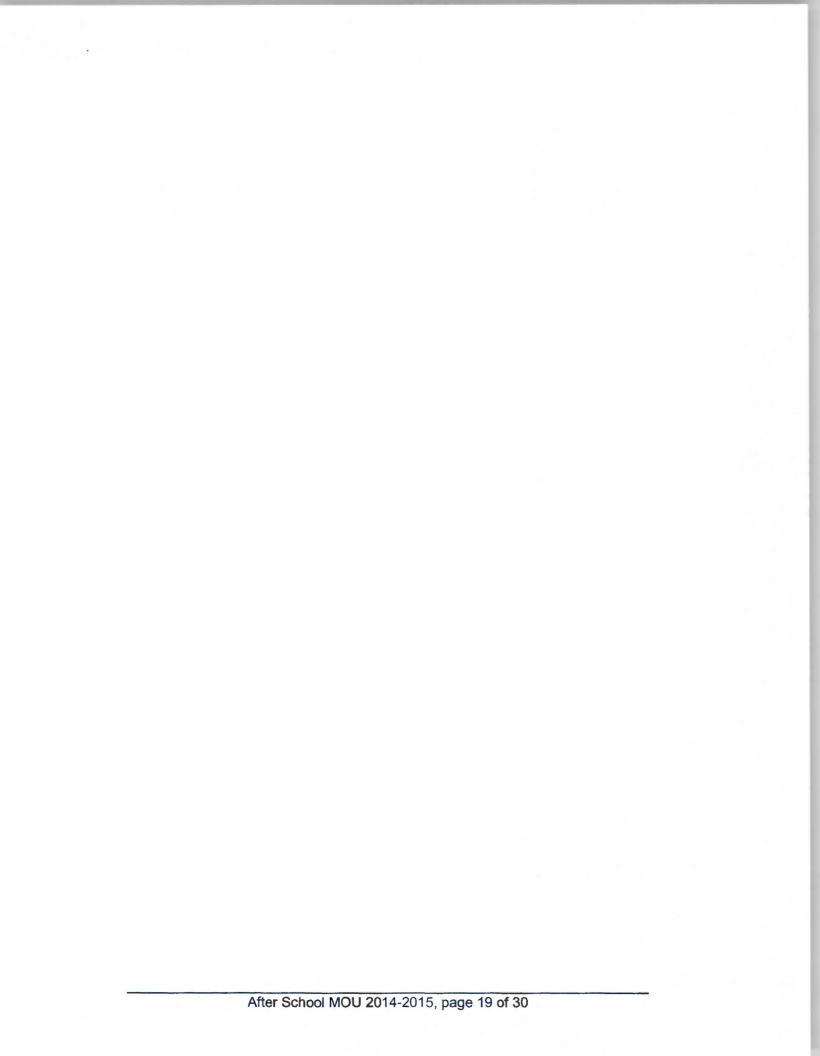
Phone Numbers: Home/Work/Cell

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

PERMISSION TO EVALUATE PROGRAMS AND TRACK STUDENT PROGRESS

I give permission for the After School Program Staff to review my child's school data (test scores, report cards, attendance, and other performance indices), for the purpose of providing targeted support and academic instruction, and assessing the effectiveness of the After School Program. I also give permission for After School Program staff to monitor my child's progress and to require my child to complete evaluation surveys for the purpose of determining program effectiveness.

Parent/Guardian Signature



PHOTO/VIDEO RELEASE

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

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

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

Parent/Guardian Signature

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 <u>at least 3</u> days per week until 6pm, for a minimum total of 9 hours per week of participation.

Students who are able to fulfill these attendance requirements have priority for enrollment.

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

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

School	Site:			

Name of Program: _____

Name of Student: _____

Grade: _____

I request early release of my child from the After School Program at ______ o'clock p.m.

(please check reason)

I am concerned for my child's safety in returning home by him/herself after dark.

I am unavailable to pick my child up after this time.

Other: ______

As parent/guardian, I hereby release and discharge the Oakland Unified School District and its officers, employees, agents and volunteers from all claims for injury, illness, death, loss or damage that my child may suffer as a result of his/her early release from the After School Program.

5

Signature of Parent/Guardian

Date

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

FOR STUDENTS AGES ____ AND OLDER ONLY School Site:

Name of Student:

Grade: _____

Date of Birth of Student: _____

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

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

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

 \checkmark

Signature of Parent/Guardian

Date

Exhibit D

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

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

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 25, 2014 to January 30, 2015

□ Spring Semester- February 2, 2015 to June 11, 2015

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

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EAST BAY REGIONAL PARK DISTRICT

WAIVER AND RELEASE OF LIABILITY AND INDEMNITY AGREEMENT

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

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

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

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

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

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

Participant's Name (Pnnt)

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

Signature:

Participant Signature (if over 18) or Custodial Parent or Guardian Signature

EBRPD Waiver - Swim Use Rev. 3/09

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INVOICING AND STAFF QUALIFICATIONS FORM

2014-2015

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
		Yes No	Yes No
· · · · · · · · · · · · · · · · · · ·			Yes No
			Yes No
			Yes No
			Yes No
and the second		Yes No	Yes No
		Yes No	Yes No



PROCEDURE FOR INVOICING Oakland Unified School District Comprehensive After School Programs 2014-2015

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

- All 21st Century and/or ASES invoices <u>must be submitted to the OUSD After School Programs Office</u> in order to be processed and paid. We are located at 746 Grand Ave, Lakeview Campus, Room 3.
- All invoices must be generated <u>on your organization's letterhead</u>. This applies to both agency and individual contractors.
- To maintain invoicing consistency so that all necessary information is included, please <u>use the attached invoicing format</u>. Simply cut and paste the format onto your organization's letterhead. Please utilize the sample invoice as a guide. All of the information in the top section of the invoice template MUST be completed in order to process for payment. Also, in the body of the template, a detailed breakdown of charges must be provided, including number of hours worked and hourly rate. Failure to fully complete an invoice according to these specifications may result in a delay of payment.
- All invoices should cover only one calendar month, i.e. the 1st through the 30th or 31st.
- <u>Contractor</u>, <u>Agency</u>, <u>Site Coordinator</u>, <u>and Principal signatures</u> 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 <u>due in the After School Programs Office by 5:00 p.m. on the 10th of the following month. This is not a steadfast rule; for example, the invoice for September 1-30th is due in our office on the 11th of October (the 10th is a Sunday). Invoices that are submitted after the due dates listed below will be processed the following monthly invoicing period.
 As of now, the schedule for OUSD payments is anticipated as follows:
 </u>

Invoices due to our office by 5:00 pm on:	Accounts Payable checks to be mailed on:			
August 8, 2014	August 23, 2014			
September 10, 2014	September 25, 2014			
October 10, 2014	October 25, 2014			
November 10, 2014	November 22, 2014			
December 10, 2014	December 23, 2014			
January 9, 2015	January 25, 2015			
February 10, 2015	February 26, 2015			
March 10, 2015	March 26, 2015			
April 10, 2015	April 25, 2015			
May 8, 2015	May 23, 2015			
June 10, 2015 for May invoices	June 26, 2015			
June 12, 2015 for Final Billing	TBD			

If there are any questions regarding the invoicing process, please contact our office at (510) 273-1550.



PROCEDURES for PAID INSERVICE/EXTENDED CONTRACTS and TIME SHEETS OUSD CERTIFICATED TEACHERS 2014-2015

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

Paying OUSD Certificated Employees (Teachers)

- Academic Liaisons should submit a Paid Inservice form and Extended Contract teachers should submit a "Request for Extended Contract" IN ADVANCE to approve all projected work to be completed, using appropriate Budget Org Key (Object Code usually -1120 or -1122)
- The FIRST submission of the Paid Inservice/Extended Contract paperwork must be accompanied by a timesheet in order to be processed by OUSD Payroll. No payment will be rendered until timesheets are submitted to our office.
- Have Employee sign Extended Contract & ALL Time Sheets
- Have Principal approve and sign Paid Inservice/Extended Contract & ALL Time Sheets
- Please be sure to submit ORIGINALS of all documents
- Please use only ONE SIDED Time Sheets
- Deliver to OUSD After School Programs Office All 21st Century and/or ASES Paid Inserivce/Extended Contracts and Time Sheets <u>must be submitted to the OUSD After School Programs</u> <u>Office</u> in order to be processed and paid. We are located at 746 Grand Ave., Lakeview Campus, room 3.
- Union Contract rate for teachers is \$23.16/hr.
- Union Contract rate for Academic Liaisons is \$30.12/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:	e OUSD Anticipated Payroll Issue Dates ***Please note: Allow 45 days processing tin for the first submission. Future submission take approximately 2 weeks .***		
September 30, 2014	October 15, 2014		
October 31, 2014	November 14, 2014		
November 21, 2014	December 15, 2014		
December 19, 2014	January 15, 2015		
January 29, 2015	February 13, 2015		
February 27, 2015	March 13, 2015		
March 30, 2015	April 15, 2015		
April 30, 2015	May 15, 2015		
May 29, 2015	June 15, 2015		
June 11, 2015	June 30, 2015		

If there are any questions regarding these documents or procedures, please contact our office at (510) 273-1550.

Exhibit G (3)



PROCEDURES for EXTENDED TIME and/or OVERTIME FORMS (ET/OT) for OUSD CLASSIFIED EMPLOYEES 2014-2015

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

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

- Complete "Combined ET/OT/CT and Move-Up/Acting Time Report", using appropriate Budget Org Key
- Have Employee Sign Form
- Have Site Coordinator Sign Form
- Have Principal Approve and Sign Form
- All Custodial ET/OT forms must be submitted to Custodial Services at 900 High Street.
- All SSO ET/OT forms must be submitted to the SSO Office at <u>1011 Union St</u>.
- Any other ET/OT forms for 21st Century and ASES classified staff must be delivered to Oakland SUCCESS After School Programs Office in order to be processed and paid. Please see payment schedule in chart below. Forms that are submitted after the due dates listed below will be paid on the following Payroll Issue Date. We are located at 746 Grand Ave, Lakeview Campus, Room 3.
- 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 13, 2014	September 30, 2014
September 30, 2014	October 15, 2014
October 15, 2014	October 30, 2014
October 31, 2014	November 1542014
November 15, 2014	November 26, 2014
November 22, 2014	December 15, 2014
December 13, 2014	December 30, 2014
December 20, 2014	January 15, 2015
January 15, 2015	January 30, 2015
January 30, 2015	February 13, 2015
February 14, 2015	February 27, 2015
February 28, 2015	March 13, 2015
March 14, 2015	March 30, 2015
March 28, 2015	April 15, 2015
April 15, 2015	April 30, 2015
April 30, 2015	May 15, 2015
May 15, 2015	May 29, 2015
May 30, 2015	June 15, 2015
June 13, 2015	June 30, 2015

If there are any questions regarding these documents and procedures, please contact our office at (510) 273-1550.

Exhibit H

After School MOU 2014-2015, page 28 of 30

Certificates of Insurance and Additional Insured Endorsement

INSERT HERE

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th	e terr	TANT: If the certificate holder is an ms and conditions of the policy, cert ate holder in lieu of such endorsem	ain po	dicles								
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		N HAYES INSURANCE	AGE	NCY			, Ext); (800		643 FAX (5)	10) 222-616		
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EI	S	OBRANTE, CA 94803				ADDRE		URER(S) AFFORDE		NAKOS		
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									MED EXP (Any one person) \$			
X			Y		NPP1368583	3	11-10-13	11-10-14	PERSONAL & ADV INJURY \$			
	GEN	IL AGGREGATE LIMIT APPLIES PER:								2,000,00		
		POLICY PRO- JECT LOC		ŀ					2,000,00			
		OTHER:							COMBINED SINGLE LIMIT			
	AUT	OMOBILE LIABILITY							(Ea accideni)			
		ANYAUTO							BODILY INJURY (Per person) \$			
		AUTOS AUTOS NON-OWNED									BODILY INJURY (Per accident) \$ PROPERTY DAMAGE	
		HIRED AUTOS									(Per accident)	
-			+	+					. 8			
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	AND	EMPLOYERS' LIABILITY YIN		1			1		A STATUTE ER	1 000 00		
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-	DES	CRIPTION OF OPERATIONS below	+	+					E.L. DISEASE - POLICY LIMIT	1,000,00		
A		IRECTORS AND FFICERS			ND01561158		01-27-14	01-27-15	1,000,000 .			
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CE	RTIF	ICATE HOLDER	-			CAN	CELLATION					
		OAKLAND UNIFIED ATTENTION: RISK 900 HIGH STREET OAKLAND, CA 946	MA			SH TH AC	OULD ANY OF E EXPIRATIO CORDANCE W	N DATE TH	DESCRIBED POLICIES BE C IEREOF, NOTICE WILL B CY PROVISIONS.			
						AUTH	ORIZED REME		CRD CORPORATION AND	e-		

The ACORD name and logo are registered marks of ACORD

This Endorsement Modifies Your Polloy (Effective At Inception Unless Another Date Shown Below)

ADDITIONAL INSURED ENDORSEMENT

This endorsement modilies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The insurance afforded by this policy for "bodily injury," "property damage" and/or "personal and advertising injury" shall also apply to the "additional insured" listed below for claims, suite, and/or damages made against the "additional insured," but only to the extent the "additional insured" is being held responsible for the aote, omissions and/or negligence of the "named insured."

This insurance afforded shall not apply to claims, suits and/or damages arising out of the acts, omissions and/or negligence of the "additional insured(s)."

The inclusion of the "additional insured(e)" shall not operate to increase the Limits of insurance.

To the extent, if any, that this policy affords coverage to an "additional insured," the "additional insured" is subject to all of the terms of the policy.

Our obligation to provide coverage to an "additional insured" is further limited by the interest of the "additional insured" as defined below.

Interest of the Additional Insured(s) Defined:

AS REQUIRED BY CONTRACT FOR INTEREST

GRANT AND FUNDING

For the purpose of this endorsement, the "named insured" is the person(s) and/or party(ise) designated on the Declarations Page of the policy or on any endorsement. The "additional insured" is the person(s) and/or party(ise) identified below.

Identity of Additional Insured(s):

OAKLAND UNIFIED SCHOOL DISTRICT

ATTENTION: RISK MANAGEMENT

1900 HIGH ST

OAKLAND, CA 94601

(Complete this seal	on if endorsement is added	alter policy is issued.)
VPP13685 83		7/29/2014
Policy Number	Endorsement Number	Endorsement Ellective Date
RR	Oh:	0593210
Signature of Authorized F	epresentativo	Producer Number

WW180 (03/10)

Exhibit I

Statement of Qualifications

INSERT HERE



Eagle Village Community Center Youth and Family Services, Inc. (Eagle Village) Statement of Qualification and Agency Description

Since 2001, Eagle Village has operated the After School Program, Mental Health Services Program, and Family Resource Center at Westlake Middle School in Oakland, CA with the sole purpose of addressing issues of poverty, low academic performance and violence. This is actualized through its mission of providing a safe academic environment that supports the development of the whole child, both in and out of the classroom, through academic, cultural, recreational, mental health and family services.

In 2009, Eagle Village established itself as an independent 501(c)(3), non-profit organization in order to provide Westlake families one-stop access to a wide array of public and community services on campus. Eagle Village is receiving growing recognition as a model of success in the Oakland Unified School District (OUSD) for its early adoption of a Community School framework as well as its unique partnership with Westlake Middle School faculty and staff.

Beginning in the 2013-2014 academic year, Eagle Village has been providing after school education and enrichment support to Montera Middle School through its After School Program (ASP). The ASP will provide students with a safe, supervised space during out of school time where students engage in a variety of academic, enrichment, recreational, cultural, and athletic programs.

Additionally, beginning in the 2014-2015 academic year, Eagle Village will be providing after school education and enrichment support to Parker Elementary School through its After School Program (ASP). Similar to Westlake and Montera, the ASP will provide students with a safe, supervised space during out of school time where students engage in a variety of academic, enrichment, recreational, cultural, and athletic programs.

SAM Search Results List of records matching your search for :

Search Term : Eagle* Village* Community* Center* and* Family* Services* Record Status: Active

No Search Results



MEMORANDUM OF UNDERSTANDING ROUTING FORM 2014-2015

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	Leade Villade Community Center Youth and Family 3		Agency's Contact Person	Valorie Hutson Founder/Executive Director 510/938-6906	
Street Address	P.O. Box 1	P.O. Box 10408			
City	Oakland		Telephone		
State	CA	Zip Code 94610	Email	valoriehulson@yahoo.com	
OUSD Vendor N	umber	1005008			
Attachments	 Stater Program 	of general liability and workers' comp nent of qualifications am Planning Tool and Budget ut showing this vendor does not ann		arties List. (www.sam.gov/portal/public/Sam/	

	Compens	ation and Terms – M	ist be within OU	SD Billing G	uidelines		
Anticipated Start Date	07/01/2014	Date work will end	08/21/2015	Total Cont	ract Amount	s93,855.00	
		Budget	Information				
Resource #	Resource Name	Org Ke	y #	Object Code	Amount	Req. #	
6010	ASES	144155	3401	5825	\$93,855.00	R01	50445
				5825	\$		
	- <u>Within</u>			5825	\$		
				5825	\$		
		OUSD Contract (Driginator Inform	ation			
Name of OUSD Cor	ntact	Koy Hill	Email	Koy.Hill @o			ousd.k12.ca.u
Telephone 510/875		510/879-1440	Fax	510/8		79-1449	
Site/Dept. Name 144/Pa		144/Parker School	Enrollment Grade		ides 1st		5th
		Approval and Routing	(in order of appro	oval steps)			
services were not prov	vided before a PO was is strator verifies that this	vendor does not appear	on the Excluded P			n.gov.portal/p	ublic/SAM/)
Please sign under the			Approved		Denied – Rea	son	Date
1. Site Administrato			H				114
	hool Programs Office	FINIM	Man)			7/15/1
2 Mohuadi az Evan	utive Officer	44497	10 Margi				HIOLA
3. Network of Exect							
	CO, CFO, CSO, Asst	Sup) Maria	Sunton	-			8414
4. Cabinet (CAO, C	CO, CFO, CSO, Asst on or Superintendent	Sup) Mans	Suntos	5	ann a tha an an a star an a star an a star a sta		8/1/14