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# Memo

**To** Board of Education

**From** Kyla Johnson-Trammell, Superintendent

**Board Meeting Date** 8/8/18  
*(To be completed by Procurement)*

**Subject** Memorandum of Understanding - Alternatives in Action (contractor) - 303/McClymonds High School (site/department)

**Action Requested** Approval by the Board of Education of the Memorandum of Understanding between the District and Alternatives in Action. Services to be primarily provided to 303/McClymonds High School for the period of August 1, 2018 through July 31, 2019.

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

The general purpose of the 21<sup>st</sup> Century High School After School Safety and Enrichment for Teens (ASSETs) Program is to provide opportunities for communities to establish or expand activities that focus on 1) Improved academic achievement, 2) Enrichment services that reinforce and complement the academic program, and 3) Family literacy and related educational development services for high school students.

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

Approval by the Board of Education of a Memorandum of Understanding 2018-2019 between the District and Alternatives in Action, Oakland, CA, for the latter to serve as lead agency for program coordination, math intervention, homework support, student supervision, and a variety of enrichment services, as described in the MOU, for McClymonds High School comprehensive After School Program for the period of August 1, 2018 through July 31, 2019, in an amount not to exceed \$182,777.00.

**Recommendation** Approval by the Board of Education of a Memorandum of Understanding between the District and Alternatives in Action for the latter to provide Arts, Recreation, Leadership and Family Literacy in its capacity as a Comprehensive After School Program Lead Agency at McClymonds High School for the period of August 1, 2018 through July 31, 2019.

**Fiscal Impact** Funding resource name (please spell out): 4124/21<sup>st</sup> Century Community Learning Centers (21<sup>st</sup> CCLC) ASSETs Grant in an amount not to exceed \$182,777.00.

**Attachments**

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



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

**Legislative File ID No.** 18-1537

**Department:** After School Program, McClymonds High School

**Vendor Name:** Alternatives in Action, Oakland, CA

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

**Annual Cost:** \$ 182,777.00

**Approved by:** Martha Pena

**Is Vendor a local Oakland business?** Yes  No

**Why was this Vendor selected?**

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

**Summarize the services this Vendor will be providing.**

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

**Was this contract competitively bid?** Yes  No

If No, answer the following:

1) How did you determine the price is competitive?

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

2) Please check the competitive bid exception relied upon:

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

**After School Template for High School  
Memorandum of Understanding 2018-2019  
Between Oakland Unified School District and  
Alternatives in Action**

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1. **Intent.** This Memorandum of Understanding ("MOU") establishes the Oakland Unified School District's ("OUSD") intent, contingent upon OUSD's receipt of California Department of Education and/or U.S. Department of Education after school grant funds, to contract with Alternatives in Action ("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 303/McClymonds High School under the following grants:
  - California Department of Education ("CDE") 21st Century High School ASSETS Program ("ASSETS Core Grant")
  - California Department of Education ("CDE") 21st Century Equitable Access Grant ("Direct Access")
  - California Department of Education ("CDE") 21st Century Family Literacy Grant ("Family Literacy")
  
2. **Term of MOU.** The term of this MOU shall be August 1, 2018 through July 31, 2019. The term may be extended by written agreement of both parties.
  
3. **Termination by OUSD.** OUSD may at any time terminate this MOU for any or no reason upon not less than five (5) days written notice to AGENCY. OUSD shall compensate AGENCY for services satisfactorily provided through the date of termination. In addition, OUSD may terminate this MOU for cause should AGENCY fail to perform any part of this MOU. In the event of termination for cause, OUSD may secure the required services from another contractor. If OUSD's cost of procuring services from another contractor exceeds the cost of providing the services pursuant to this MOU, AGENCY shall pay the additional cost.
  - a) **No Premature Termination by AGENCY.** AGENCY hereby certifies that it is willing and able to provide required services for the full term of the MOU. AGENCY will not be permitted to unilaterally terminate the MOU or cease providing required services prior to completing the full term unless OUSD approves any change and/or unless OUSD deems immediate removal of AGENCY is necessary for cause. In the event AGENCY ceases to provide required services prior to the end of the MOU term, or is terminated for cause, OUSD may secure the required services from another contractor. If OUSD's cost of procuring services from another contractor exceeds the cost of providing the services pursuant to this MOU, or OUSD is unable to secure required services from another contractor, AGENCY shall pay any additional cost. If OUSD suffers any loss of funding or other program consequences attributable to AGENCY's premature termination, AGENCY shall pay any additional cost in addition to any damages otherwise due under this MOU.
  - b) **Advance Notice by AGENCY for Coming School Year.** AGENCY must provide advance notice to Principal and OUSD After School Programs Office by the end of the first semester if AGENCY cannot continue providing after school lead agency services for the succeeding school year. This date allows the school site to have sufficient time to find a new lead agency partner, and enables OUSD to work to preserve after school grant funding (including OFCY city funding) for the school.
  
4. **Compensation. Contingent on OUSD receipt of** The 21st Century ASSETS Core Grant, Family Literacy, and Direct Access grant award amount for Alternatives in Action is \$ 182,777.00. Contingent on 21<sup>st</sup> CCLC funding. AGENCY shall be entitled to compensation from these funds in accordance with the following terms and conditions:

- 4.1. **Total Compensation.** Subject to the provisions of 4.2 Positive Attendance and the provisions of 4.3 Administrative Fee and **subject to AGENCY compliance with MOU requirements**, AGENCY shall receive the amount of the grant award less OUSD's administrative fees and other site costs agreed to by the Site Administrator and AGENCY. **Penalties may be assessed or payments withheld for non-compliance, including but not limited to MOU requirements, attendance reporting, fiscal invoicing, full participation at OUSD required meetings and trainings and in continuous quality improvement efforts.**
- 4.2. **Positive Attendance.** Payment for services rendered related to the ASSETS Core Grant shall be based on actual student attendance rates (\$10.00 a day per student), not estimates, as those programs are "positive attendance based." OUSD reserves the right to modify the annual core allocation based on reported attendance. In the event that payments made to AGENCY exceed the reported attendance for the Core grant, the AGENCY will return payments to OUSD at the rate of \$10.00 a day per student. Documentation of attendance must be submitted through the OUSD/OF CY attendance systems in order for invoices for payment of services for the ASSETS Core Grant to be processed. (**Exhibit A - Attendance Reporting Schedule 2018-2019**).
- 4.2.1. **Reconciliation Process for Positive Attendance Based Grant Funds.** OUSD will adjust the payment of the "positive attendance based" grants based on quarterly review of monthly invoices and attendance for services rendered related to the ASSETS Core Grant for any adjustments resulting from the reconciliation of the attendance reports for that quarter's months. The attendance reconciliation process will assess the program's performance with respect to the required compliance with the grant mandated attendance rates. Based on the review, financial adjustments of additional payment or additional withholding will be made. Any remaining balance(s) will be forwarded to AGENCY or OUSD. Any adjustment required in excess of the withholding will necessitate additional adjustments to future invoices and payments.
- 4.2.2. **Administrative Charges and Reconciliation.** Reconciliation process for positive attendance based grants must factor in the subtraction of administrative and other OUSD central charges, as outlined in section 4.3, from any grant amounts earned through attendance (OUSD indirect, custodial, evaluation, and After School Programs Office administrative and training/technical assistance fees).
- 4.3. **OUSD Administrative Fees.** OUSD shall charge and withhold up to 14% from the overall 21st Century ASSETS Core Grant, Family Literacy grant, and Direct Access grant for central indirect, administrative, custodial, evaluation, and direct service training and technical assistance costs.
- 4.4. **AGENCY Administrative Fees.** AGENCY understands and agrees that it may not charge more than 4% of the total contract amount as administrative fees and that its administrative fees must be set at an appropriate dollar amount to keep the 21st Century ASSETS Core Grant, Family Literacy grant, and Direct Access grant within the grant-mandated allowable 15% for total indirect/administrative costs. The agency administrative fees charged to the 21st Century ASSETS Core Grant, Family Literacy grant, and Direct Access grant must be used for direct administrative costs and cannot be used for agency indirect costs. Direct administrative costs consist of expenditures for administrative activities that provide a direct benefit to the 21st Century ASSETS program. Indirect costs consist of expenditures for administrative activities that are necessary for the general operation of the agency, but that cannot be tied to the 21st Century ASSETS program.
- 4.5. **Program Budget.** The grant will remain as part of the site budget. Funds will be encumbered from the site budget on behalf of AGENCY for the school year 2018-2019 and will not exceed \$ 182,777.00 in accordance with **Exhibit B** ("21<sup>st</sup> CCLC After School Program Plan" and "After School Budget Planning Spreadsheet").
- 4.6. **Modifications to Budget.** Any modifications to the approved grant budget must be approved by OUSD, AGENCY, and CDE before expenditures of funds for modified line items are authorized. Except as expressly set forth herein, OUSD shall not be liable to AGENCY for any costs or expenses

paid or incurred by AGENCY in performing services for OUSD. The granting of any payment by OUSD, or the receipt thereof by AGENCY, shall in no way lessen the liability of AGENCY to correct unsatisfactory work, although the unsatisfactory character of that work may not have been apparent or detected at the time a payment was made. Work, which does not conform to the requirements of this Agreement, may be rejected by OUSD and in that case must be replaced by AGENCY without delay.

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

**5. Scope of Work.** AGENCY will serve as lead agency at 303/McClymonds High School, will be responsible for operations and management of the 21st Century ASSETS Core Grant, Family Literacy grant, and Direct Access grant contracted to AGENCY by OUSD for fiscal year 2018-2019. This shall include the following required activities:

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

**5.1.1. Alignment with Single Plan for Student Achievement ("Site Plan").** AGENCY will ensure the after school program aligns with OUSD and 303/McClymonds High School and objectives to ensure the success of students as articulated in the Site Plan. AGENCY will work in partnership with the school principal to ensure that the program components are aligned with and complement OUSD standards and school site curriculum.

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

- beginning of year self-assessment using YPQA/SAPQA tool
- planning with data (using self-assessment and external assessment PQA data, and other program data as available)
- development of quality action plan (QAP) with SMART goals for program improvement
- progress check for program quality e.g. quality coaching

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

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

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

5.3. **Enrollment.** AGENCY will enroll 9th through 12th grade students at 303/McClymonds High School, to serve sufficient number of students and run services for a sufficient number of days to earn the full core grant allocation of funding.

#### 5.4. Program Requirements

5.4.1. **Program Hours.** Consistent with the 21st Century ASSETS program requirements, AGENCY agrees to operate a minimum of 15 hours per week. This may include after school only OR after school and any combination of before school, weekends, summer intersession and vacation.

5.4.2. **Program Days.** AGENCY shall offer a program for a minimum of 177-180 days during the 2018 – 2019 school year.

5.4.2.1. **Attendance Targets.** AGENCY will operate the program for a sufficient number of days during the 2018 – 2019 school year to ensure that student attendance targets are met. This can include Summer Session.

5.4.2.2. **Program Closure.** AGENCY will close the ASSETS program no more than a maximum of 3 days in the 2018-2019 school year for staff professional development, as permitted by Education Code.

#### 5.4.3. Program Components

5.4.3.1. AGENCY shall provide programming that supports the guidelines as outlined in the ASSETS Core Grant for students at 303/McClymonds High School. AGENCY understands that the ASSETS program has three required elements that must be offered in every funded program: academic assistance, enrichment, and family literacy services. AGENCY understands that the academic and enrichment elements must provide additional support for pupils and be coordinated with the regular academic program requirements, standards-aligned curriculum and instructional materials, and assessments of pupil progress. AGENCY agrees to provide programming consistent with grant guidelines understanding that:

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

5.4.3.1.2. **Enrichment.** Each ASSETS program will provide an enrichment element that offers participating students a broad array of additional services, programs, and activities designed to reinforce and complement the regular academic program. Services will be actively coordinated with the students' regular high school day program. It is strongly

encouraged that programs include an Internship Program to develop Career Skills. In particular, the enrichment element activities must be developed in alignment with appropriate California content standards and standards-aligned instructional materials, related California curriculum frameworks, and other research-based practices.

- 5.4.3.1.3. **Family Literacy Services.** AGENCY shall assess the need for family literacy services among adult family members of the high school students to be served by the program. All programs will, at a minimum, either refer families to existing services or coordinate with local service providers to deliver literacy and educational development services.
- 5.4.3.2. **Supplemental and Summer Services.** In all programs receiving 21<sup>st</sup> CCLC Supplemental grant funds or private funding for summer, AGENCY will provide educational and enrichment programming in the summer, on weekends, and/or during intercessions. A broad range of activities may be implemented based on local student needs and interests, and district guidelines for summer programming. Supplemental and summer services may be added under this MOU. If summer services will be added, a separate MOU amendment will reflect the summer scope, summer budget and any changes in location as to summer services to be provided.
- 5.4.3.3. **Equitable Access Programming.** AGENCY shall include a component for students at 303/McClymonds High School to support full access to program components.
- 5.4.3.4. **Family Literacy Programming.** AGENCY shall offer a component for guardians, parents, and caretakers of students at 303/McClymonds High School which includes parent workshop and training on a variety of topics including supporting youth academically, college and career readiness, and adult literacy development.
- 5.4.3.5. **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:
  - 5.4.3.5.1. Provide meals and beverages that meet State and Federal standards;
  - 5.4.3.5.2. 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;
  - 5.4.3.5.3. Provide all supplies including utensils, napkins, forks, required;
  - 5.4.3.5.4. Support compliance by AGENCY with required State and Federal administrative requirements;
  - 5.4.3.5.5. Provide annual training to AGENCY.
- 5.4.3.6. Each AGENCY participating in the Nutrition Services snack/meal/beverage program shall:
  - 5.4.3.6.1. 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;
  - 5.4.3.6.2. Complete After School Snack and Supper Menu Production Worksheets (MPW) on a daily basis;
  - 5.4.3.6.3. Ensure meal count is accurate;



- 5.4.3.6.4. Submit completed MPW to cafeteria staff by the next business day;
  - 5.4.3.6.5. Return leftovers to cafeteria;
  - 5.4.3.6.6. Ensure that only students are served and receive food from the program;
  - 5.4.3.6.7. Ensure that meals are not removed from campus
  - 5.4.3.6.8. Immediately report to OUSD Site Coordinator and Nutrition Services any concerns related to food safety or food contamination
- 5.4.3.7. AGENCY will be billed at the rates immediately below, for meals by Nutrition Services under the following conditions.
- 5.4.3.7.1. MPW not completed and submitted by the next business day;
  - 5.4.3.7.2. Snacks are ordered and not picked up
- 5.4.3.8. 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:
- 5.4.3.8.1. Snack: \$1.00
  - 5.4.3.8.2. Supper: \$3.50
- 5.4.3.9. AGENCY will be liable for audit findings and/or assessments (See Section 12 below) that are attributable to AGENCY's failure to comply with the rules and regulations of the Nutrition Services program, including liability if reimbursement is denied Nutrition Services because of AGENCY's failure to comply with program requirements.
- 5.4.4. **Staff Ratio.** The staff to youth ratio shall not exceed 1:20, with no more than 20 youth for each qualified, adult staff supervisor.
- 5.5. **Data Collection.** AGENCY will work with OUSD to collect and analyze data on student enrollment, student attendance, student academic performance, student satisfaction, and parent satisfaction. This includes, but is not limited to:
- 5.5.1. **Accountability Reports.** AGENCY will provide OUSD with the following set of program accountability reports:
    - Financial reports
    - Activity reports
    - Outcomes reports: behavioral and academic
  - 5.5.2. **Attendance Reports.** 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.
  - 5.5.4. **Maintain Clean, Safe and Secure Environment.** AGENCY shall maintain 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.

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

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

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

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

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

- Administration, faculty, and staff of 303/McClymonds High School
- OUSD After School Programs Office
- OUSD central administration departments
- Parents/Guardians
- Youth
- Community organizations and public agencies

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

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

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

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

- 6.1. **Licenses Permission Slips/Acknowledgement.** Field trip/excursion permission slip must be signed by parent(s)/guardian(s) of all student participants and an acknowledgement must be signed by all adult chaperones both of which shall include the following information:
  - 6.1.1. a full description of the trip and scheduled activities
  - 6.1.2. student/adult participant health information
  - 6.1.3. **“Notice of Waiver of All Claims:** Education Code § 35330 provides that all persons making a field trip or excursion shall be deemed to have waived all claims against any school district, charter school, or the State of California for injury, accident, illness or death occurring during or by reason of the field trip or excursion, regardless of who holds the claims. If the field trip or excursion to which this permission slip applies is out-of-state, I hereby knowingly waive all of my and my daughter’s/son’s/ward’s claims against any school district, charter school, and/or the State of California for injury, accident, illness or death occurring during or by reason of the out-of state field trip or excursion.”
- 6.2. After school and summer program staff or subcontractors leading trip must have a written list of students attending trip.
- 6.3. No student shall be prevented from making a trip due to lack of sufficient funds.
- 6.4. After school and summer program staff or subcontractors leading trip shall have a sufficient first aid kit in his or her possession or immediately available. If the trip is conducted in areas known to be infested with poisonous snakes, this first aid kit shall contain medically accepted snakebite remedies.
- 6.5. **Health Conditions/Medication:** Trip participant health information will be gathered and reviewed in advance of trip and any needed revisions to supervision plan made, including making sure that chaperones understand relevant information (e.g., food allergies). A plan will be developed to collect, secure, and dispense prescription medications from their original containers only and consistent with physician’s instructions.
- 6.6. **Supervision**
  - 6.6.1. AGENCY Executive Director must review and approve supervision plan.
  - 6.6.2. Trip as structured is appropriate to age, grade level and course of study.
  - 6.6.3. Chaperones are all AGENCY employees or subcontractors, parent(s)/guardian(s), or other authorized chaperones and are 21 or older. After School and Summer Program Coordinators and lead trip staff are satisfied that all chaperones are willing and able to perform required duties, including understanding and implementing instructions, understanding health information for students in their group, and responding effectively in the event of an emergency. Trip attendees shall be limited to assigned school or after school program staff, students and authorized chaperones. Guests, including but not limited to friends and other family members, are strictly prohibited absent prior written approval of the after school program coordinator or AGENCY executive director. Before the trip, after school and summer program staff leading trip shall provide any adult chaperones who may accompany the students with clear information regarding their responsibilities. Chaperones shall be assigned a prescribed group of students and shall be responsible for the continuous monitoring of these students’ activities. Chaperones shall not consume alcoholic beverages or be under the influence of controlled substances while accompanying and supervising students on a trip.
  - 6.6.4. When a trip is made to a place of business or industry, staff shall arrange for an employee of the host company to serve as conductor.
  - 6.6.5. Adult:Student Ratio is at least 1:10 or higher if swimming or wading or high risk trip. If the trip involves water activities, this ratio shall be revised to ensure closer supervision of elementary

grade or younger students, appropriate to their ages. The ratio of adults to students on field trips and excursions shall be reasonable under the circumstances.

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

- Circus Arts
  - Hiking (Moderate to rigorous terrain or length) vs short nature "walks"
  - Hang gliding
  - Horseback riding
  - Ice Skating
  - In-line or Roller Skating
  - Rock climbing, climbing walls
  - Skateboarding or use of non-motorized scooters
  - Snow sports of any kind
  - Trampoline; Jumpers
  - Motorcycling
  - Rodeo
  - Target Shooting
  - Water Activities including but not limited to: swimming, snorkeling, scuba diving, sailing, boating, kayaking, river rafting, water slides, water skiing etc.
  - Outdoor active, experiential programs (Ropes course, pulley, etc.)
  - Other activities determined by the school principal to have a high risk to student safety
- 6.11.1.2. The cost of limited OUSD student accident insurance coverage for student accidents during such activities shall be borne by OUSD.
- 6.11.1.3. Students who operate or ride as a passenger on a bicycle, non-motorized scooter or skateboard upon a street, bikeway or any other public bicycle path or trail shall wear a properly fitted and fastened bicycle helmet that meets the standards of law. Students also shall be required to wear such helmets while wearing in-line or roller skates.
- 6.11.2. Department of Justice and FBI fingerprinting and fingerprint clearance must be obtained for all non-District employee chaperones. Chaperones who continue beyond one school year will need to get fingerprint clearance once every three years from the time they begin chaperoning on after school program trips. Chaperones shall act in accordance with district policies, regulations and school rules. A person who is required to register as a sex offender pursuant to Penal Code 290 shall not serve as a chaperone on any field trip.
- 6.11.3. No chaperone shall be assigned to provide supervision or instruction of students unless he/she has submitted evidence of an examination within the past 60 days to determine that he/she is free of active tuberculosis. Chaperones whose skin test negative shall thereafter be required to take tuberculosis test every four years or sooner if deemed necessary by AGENCY.
- 6.11.4. Letter must be sent to parent(s)/guardian(s) and if it is an overnight trip, a meeting must be held for staff, chaperones, parent(s)/guardian(s) and students in advance of trip to discuss trip and safety related procedures, itinerary and questions.
- 6.11.5. Sleeping arrangements and night supervision are safe and appropriate.
- 6.11.6. **Vendor Proof of Insurance:** After School Program Coordinator and/or Summer Program Coordinator has obtained proof of insurance from all private vendors including:
- Facility
  - Program
- 6.12. Additional Requirements for Field Trips/Excursions Which Include Swimming or Wading
- 6.12.1. No swimming or wading shall be allowed on trips unless planned and approved in advance.
- 6.12.2. When wading in the ocean, bay, river or other body of water as part of a planned, supervised outdoor education activity, after school program staff shall provide for a number of chaperones to

exceed the normal one to ten ratio and shall instruct both chaperones and students of the real and potential risks inherent in such activities and the precautions necessary for their safety.

### 6.12.3. Swimming Activities

- 6.12.3.1. Parents/guardians must provide written permission for the student to swim and must indicate the student's swimming ability. Students whose parents do not give permission for their child to swim shall be identified in advance of trip and a tracking system designed to ensure they do not enter pool or swim area.
  - 6.12.3.2. Swimming facilities, including backyard pools, must be inspected by the AGENCY Executive Director and after school program staff before the trip is scheduled.
  - 6.12.3.3. Owners of private pools must provide a certificate of insurance, designating OUSD and AGENCY as an additional insured, for not less than \$2,000,000 in liability coverage.
  - 6.12.3.4. Lifeguards must be designated for all swimming activities. If lifeguards are not provided by the pool owner or operator, the AGENCY Executive Director shall ensure their presence. The AGENCY Executive Director shall ensure that lifeguards are Red Cross certified or equivalent and must be at least 21 years old. A swim test must be administered before any student is permitted in the deep end of the pool or swim area. A tracking system shall be designed in advance of trip to identify those students who have and have not passed the swim test.
  - 6.12.3.5. The ratio of adult chaperones to students shall be at least one to ten. In grades 4-6, this ratio shall be at least one to eight. In grades K-3, this ratio shall be at least one to four.
  - 6.12.3.6. Specific supervisory responsibilities shall be determined in advance to accommodate the varying swimming abilities of students. These responsibilities shall be clarified in writing and reviewed verbally before the trip.
  - 6.12.3.7. Emergency procedures shall be included with written instructions to adult chaperones and staff.
  - 6.12.3.8. Staff and chaperones assigned to supervise students must wear swim suits and know how to swim and be at each side of the pool or swim area actively monitoring students at all times.
  - 6.12.3.9. The After School Program Coordinator and/or Summer Program Coordinator may require students to wear flotation devices, depending upon their age and swimming ability.
  - 6.12.3.10. A buddy-system or other means of surveillance shall be arranged in advance and strictly enforced during swimming activities.
- 6.13. Additional Requirements for trips to East Bay Regional Park District Bodies of Water (swimming pools, lagoons, shoreline parks and lakes) and Related Facilities
- 6.13.1. At least 2 weeks prior to trip date, all persons attending trip, including, but not limited to, each and every student, teacher, instructor, chaperone, supervisor, parent, administrator, volunteer, or aide (hereinafter "participant") will provide to the School District Office of the General Counsel an original, properly completed, signed and dated East Bay Regional Park District Waiver (**Exhibit E**), executed by either the participant if he or she is 18 years of age or older, or the participant's parent or legal guardian if the participant is under 18 years of age.
  - 6.13.2. Should AGENCY fail to provide an original, properly completed, signed and dated East Bay Regional Park District Waiver for each trip participant as defined in Section 6.13.1 above, AGENCY agrees to hold harmless, defend and indemnify OUSD, its officers, employees, volunteers and agents from all claims and actions resulting therefrom.

7. **Financial Records.** AGENCY agrees and understands that OUSD is responsible for fiduciary and programmatic oversight for the expenditure of 21st Century ASSETS Core Grant, Direct Access, and Family Literacy grant funds contracted to AGENCY by OUSD for fiscal year 2018-2019. AGENCY will function as a sub recipient of funding and as such will follow all required fiscal guidelines and meet outlined standards as referenced in applicable Federal and State sub recipient guidelines for the federal 21st Century Community Learning Centers grant program, CFDA Number 84.287, awarded by the Office of Elementary and Secondary Education Academic Improvement and Teacher Quality Programs office. Sub recipients that receive over \$500,000 of federal funds are required to undergo an annual audit and to communicate findings to OUSD, as requested. AGENCY will ensure that all contracted funds of this MOU are expended as per grant guidelines.
- 7.1. **Accounting Records.** AGENCY will maintain its accounting records based upon the principles of fund accounting.
- 7.2. **Disputes.** AGENCY shall make all records related to 21st Century ASSETS, Family Literacy, and Direct Access grants available to OUSD for review. OUSD and AGENCY shall meet and confer regarding any disputes as to the amount of actual expenses before taking any action to collect funds.
8. **Invoicing**
- 8.1. **Billing Structure.** AGENCY shall only invoice for actual expenditures incurred. Supporting documentation must be presented along with monthly invoices upon request. Billing details must be provided upon request to OUSD to ensure compliance with related sub recipient and grant guidelines.
- 8.2. **Unallowable Expenses.** AGENCY may not purchase computers or capital equipment using 21st Century Core Grant, Direct Access, or Family Literacy grant funds.
- 8.3. **Invoice Requirements.** AGENCY will submit invoices with evidence of the following staff qualifications for each AGENCY employee and AGENCY agent, including employees of subcontracting agencies and volunteers: TB Clearance, current CA Department of Justice and FBI fingerprint clearance, and Instructional Aide requirement. AGENCY will utilize the required OUSD invoicing and staff qualifications form (**Exhibit F**) for regular invoice submission.
- 8.4. **Submission of Invoices.** AGENCY must submit invoices to OUSD on a timely and regular basis for services rendered. OUSD will not accept invoices submitted more than thirty days beyond the end of each fiscal quarter. No invoices will be accepted more than 30 days past the end of June 30 of the contractual fiscal year. AGENCY must also submit invoices according to specific invoicing deadlines as outlined by OUSD to ensure timely processing. (**Exhibit G**)
- 8.5. **Submission of Invoices for ASEP and 21st Century Grants.** For services rendered related to the 21st Century ASSETS grants, OUSD shall pay AGENCY, on a monthly basis, for appropriately documented expenses related to the 21st Century ASSETS grants, with a cumulative total for 2018-19 not to exceed \$182,777.00 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 ASEP and 21st CCLC programs for a minimum of five years. All documents created by AGENCY pursuant to this MOU, including but not limited to reports, designs, schedules, registration packets, early release waivers, and other materials prepared, or in the process of being prepared, for the services to be performed by AGENCY, are and shall be at the time of creation and thereafter the property of OUSD, with all intellectual property rights therein vested in OUSD at the time of creation. OUSD shall be entitled to access to and copies of these materials during the progress of the

work. Any such materials in the hands of AGENCY or in the hands of any subcontractor upon completion or termination of the work shall be immediately delivered to OUSD. If any materials are lost, damaged or destroyed before final delivery to OUSD, AGENCY shall replace them at its own expense and AGENCY hereby assumes all risks of loss, damage or destruction of or to such materials. AGENCY may retain a copy of all materials produced under this MOU for its use in its general business activities.

## 10. Changes

- 10.1. **Agency Changes.** AGENCY may, at any time, by written order, make changes consistent with Section 5 Scope of Work of this MOU. If such changes cause an increase or decrease in the budgeted cost of or the time required for performance of the agreed upon work, an equitable adjustment as mutually agreed shall be made in the limit on compensation as set forth in Section 4 or in the time of required performance as set forth in Section 5.4, or both. In the event that AGENCY encounters any unanticipated conditions or contingencies that may affect the scope of work or services and result in an adjustment in the amount of compensation specified herein, AGENCY shall so advise OUSD immediately upon notice of such condition or contingency. The written notice shall explain the circumstances giving rise to the unforeseen condition or contingency and shall set forth the proposed adjustment in compensation. Such notice shall be given to OUSD prior to the time that AGENCY performs work or services related to the proposed adjustment in compensation. Any and all pertinent changes shall be expressed in a written amendment to this MOU and signed by OUSD prior to AGENCY's implementation of such changes.
- 10.2. **Changing Legislation.** AGENCY understands that changes in Federal, or state legislation or District policy may impact funding levels, grant requirements, and responsibilities of AGENCY during an academic school year. This MOU may be amended during the 2018-19 fiscal year to reflect additional changes resulting from such legislation.

## 11. Conduct of Consultant

- 11.1. **Staff Requirements.** AGENCY will adhere to the following staff requirements for each AGENCY "agent", including employees, staff of subcontracting agencies, and volunteers. AGENCY will provide OUSD with evidence of staff qualifications, consistent with invoicing requirements outlined in Section 8.3 which include:
  - 11.1.1. **Child Abuse and Neglect Reporting Act.** AGENCY will provide at its own expense sufficient Mandated Reporter training to all AGENCY agents at least annually within their first month working with OUSD students and comply with the Child Abuse and Neglect Reporting Act (CANRA) guidelines as Mandated Reporters to report suspicions of possible child abuse to the appropriate reporting agency as stated in California Penal Code § 11164 – 11174.
  - 11.1.2. **Tuberculosis Screening.** AGENCY agents who work with students must submit to a tuberculosis risk assessment as required by Education Code 49406 within the prior 60 days. If tuberculosis risk factors are identified, AGENCY agents must submit to an intradermal or other approved tuberculosis examination to determine that he/she is free of infectious tuberculosis. If the results of the examination are positive, the AGENCY agent shall obtain an x-ray of the lungs. At his/her discretion, AGENCY agent may choose to submit to the examination instead of the risk assessment.
  - 11.1.3. **Fingerprinting of Agents.** Current California Department of Justice (CDOJ) fingerprint clearance and FBI fingerprint clearance for each AGENCY agent working with students. AGENCY shall not permit its agents to come into contact with students until CDOJ and FBI clearance is ascertained, and AGENCY shall certify in writing to OUSD that none of its agents who may come into contact with pupils have been convicted of a violent or a serious felony. AGENCY shall further certify that it or its subcontracting agencies have received and reviewed fingerprint results for each



of its agents, and Agency or its subcontracting agencies shall request and review subsequent arrest records for all agents who may come into contact with OUSD pupils in providing services to the District under this Agreement.

- 11.1.4. Minimum Qualifications.** AGENCY staff and agents who directly supervise students and are included in the 1:20 staff to student ratio must meet the following minimum qualifications for an instructional aide: a high school diploma or its equivalency and one of the following: (a) an AA degree; or completion of 48 semester units in college; or (b) successful completion of the Instructional Assistant exam, administered by the Alameda County Office of Education. In addition, AGENCY shall provide at its own expense, First Aid and CPR Training to sufficient AGENCY staff to ensure that no less than 2 AGENCY staff members with current First Aid and CPR Training are present on site during the program each day. AGENCY must provide staff and agents adequate professional development, training, coaching and preparation time to enable staff and agent performance to meet the goals of the ASES/21<sup>st</sup> Century after school grant program and provide a safe and secure program.
- 11.2. Removal of Staff.** In the event that OUSD, in its sole discretion, at any time during the term of this MOU, desires the removal of any AGENCY related persons, employee, representative or agent from OUSD school site and/or property, AGENCY shall immediately upon receiving notice from OUSD of such desire, cause the removal of such person or persons. In the event OUSD requests the removal of any AGENCY related persons, employee, representative or agent from OUSD school site and/or property, the OUSD site administrator shall provide to the AGENCY written, supporting rationale for the decision. OUSD After School Program Office, after conferring with Legal and the Executive Officer supporting the site, shall decide, taking all the facts and circumstances into account, if AGENCY may reassign an employee or agent to another OUSD site. Prior to the removal or change of any AGENCY staff member who is a regular part of the after school program, AGENCY shall inform the Site Administrator with as much notice as possible, and will work with the Site Administrator to ensure a smooth transition in staffing.
- 11.3. Conflict of Interest.** AGENCY shall abide by and be subject to all applicable OUSD policies, regulations, statutes or other laws regarding conflict of interest. OUSD shall be permitted to hire an officer or employee of AGENCY for OUSD services in connection with or unrelated to this Agreement and AGENCY shall be permitted to hire any officer or employee of OUSD to perform any service by this Agreement, provided that the agreement attached hereto as Exhibit J is fully executed prior to the performance of any services by the officer or employee. AGENCY affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between AGENCY's family, business or financial interest and the services provided under this MOU, and in the event of change in either private interest or services under this MOU, any question regarding possible conflict of interest which may arise as a result of such change will be brought to OUSD's attention in writing.
- 11.4. Drug-Free / Smoke Free Policy.** AGENCY understands that OUSD does not permit drugs, alcohol, and/or smoking at any time in any buildings and/or grounds on OUSD property. AGENCY agrees to adhere to this policy for its students, staff, visitors, employees and or subcontractors.
- 11.5. Non-Discrimination.** Consistent with the policy of OUSD and California and Federal laws, AGENCY shall not engage in unlawful discrimination of students on the basis of actual or perceived physical or mental disability, medical condition, sex, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the California Penal Code. Consistent with the policy of OUSD in connection with all work performed under Contracts, AGENCY shall not engage in unlawful discrimination in employment on the basis of actual or perceived race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex or sexual orientation. AGENCY agrees to comply with applicable Federal and California laws including, but not limited to, the Americans with Disabilities Act, Section 504 of the Rehabilitation Act, Title IX and the California Fair Employment and Housing Act

beginning with Government Code Section 12900 and Labor Code Section 1735 and OUSD policy. In addition, AGENCY agrees to require like compliance by all its subcontractor(s).

- 11.6. Bullying; Sexual Harassment.** The District's Board of Education recognizes the harmful effects of bullying and sexual harassment on student learning, school attendance and participation in after school programs. In order to have a safe environments that protect students from physical and emotional harm, AGENCY shall establish student safety as a high priority and shall not tolerate sexual harassment or bullying of any student. AGENCY shall adopt a policy expressly against harassment, sexual harassment, intimidation, and bullying and ensure related training on prevention and response is accordingly provided for all AGENCY employees and agents.
- 11.7. Restorative Justice (RJ) and Positive Behavioral Interventions and Supports (PBIS).** As a part of the District's commitment to eliminate disproportionality in discipline affecting African American male students, the District has initiated Restorative Justice and PBIS programs at many school sites. AGENCY is encouraged to learn more about these programs at school sites and work with District Staff to implement programs in the after school programs that support positive school climate.
- 12. Indemnification.** AGENCY shall indemnify, hold harmless and defend OUSD and each of its officers, officials, employees, volunteers and agents from any loss, liability, audit fines, assessments, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by OUSD, AGENCY or any other person and from any claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of performance of this MOU. AGENCY's obligations under the preceding sentence shall apply jointly and severally regardless of whether OUSD or any of its officers, officials, employees, volunteers or agents are actively or passively negligent, but shall not apply to any loss of liability, fines, penalties, forfeitures, costs or damages caused solely by the active negligence or by the willful misconduct of OUSD. If AGENCY should subcontract all or any portion of the work or activities to be performed under this MOU, AGENCY shall require each subcontractor to indemnify, hold harmless and defend OUSD, its officers, officials, employees, volunteers or agents in accordance with the terms of the preceding paragraph.
- 13. Insurance.** Throughout the life of the MOU, AGENCY shall pay for and maintain in full force and effect with an insurance company(s) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A/VII" in Best Insurance Rating Guide, the following policies of insurance and shall require each subcontractor to do the same:

  - 13.1. Commercial General Liability** insurance which shall include contractual, products and completed operations, corporal punishment and sexual misconduct and harassment coverage, and bodily injury and property damage liability insurance with combined single limits of not less than \$1,000,000 per occurrence.
  - 13.2. Worker's Compensation** insurance, as required by the California Labor Code, with not less than the statutory limits.
  - 13.3. Property and Fire** insurance shall provide to protect: Real Property, against risk of direct loss, commonly known as Special Form and Fire Legal Liability, to protect against liability for portions of premises leased or rented; Business Personal Property, to protect on a Broad Form, named peril bases, for all furniture, equipment and supplies of AGENCY. If any OUSD property is leased, rented or borrowed, it shall also be insured the same as real property.

The above policies of insurance shall be written on forms acceptable to the Risk Manager of OUSD and endorsed to name the OUSD, its officers, employees, volunteers or agents, as additional insured. Said Additional Insured endorsement shall be provided to OUSD upon AGENCY's execution of this MOU and before work commence under this MOU. If at any time said policies of insurance lapse or become canceled, this MOU shall become void. The acceptance by OUSD of the above-required insurance does

not serve to limit the liability or responsibility of the insurer or AGENCY to OUSD. **Exhibit H** ("Certificates of Insurance").

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

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

**OAKLAND UNIFIED SCHOOL DISTRICT**

*Aimee Eng* 8/9/18

- President, Board of Education  
 State Administrator  
 Superintendent

*J. H. ...* 8/9/18  
 Secretary, Board of Education

*Andre Bustamante* 6/25/18  
 Executive Director  
 Community Schools and Student Services Dept.

*[Signature]* 6/14/18  
 Principal

*[Signature]* 7/13/18  
 Network Superintendent

*[Signature]* 7/13/18  
 Chief Academic Officer  
 Continuous School Improvement

**AGENCY**

*[Signature]* 6/12/18  
 Agency Director Signature

\_\_\_\_\_  
 Print Name, Title

**Attachments:**

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

*MOU template approved by Legal May, 2017*

Exhibit A

**ATTENDANCE REPORTING SCHEDULE**

<b>Oakland Unified School District After School Programs Attendance Reporting Schedule</b>	
<b>Monthly Attendance Period</b>	<b>Deadline to Input Attendance Data into Cityspan</b>
July 1 – July 31, 2018	August 10, 2018
August 1 - August 30, 2018	September 8, 2018
September 1-30, 2018	October 10, 2018
October 1-30, 2018	November 9, 2018
November 1-30, 2018	December 8, 2018
December 1-31, 2018	January 10, 2019
January 1-31, 2019	February 9, 2019
February 1-29, 2019	March 9, 2019
March 1-31, 2019	April 10, 2019
April 1-30, 2019	May 10, 2019
May 1-31, 2019	June 8, 2019
June 1-30, 2019	June 15, 2019

Exhibit B

**21<sup>ST</sup> CCLC AFTER SCHOOL PROGRAM PLAN  
AND AFTER SCHOOL BUDGET PLANNING SPREADSHEET**

*(Template distributed separately)*

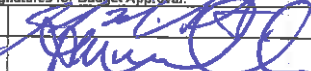
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**2018-19 AFTER SCHOOL BUDGET PLANNING SPREADSHEET**

HIGH SCHOOLS 02/2018

Site Name: McClintock HS	21CCLC Core	21CCLC Equitable Access	21CCLC Family Literacy	Program Fees (if applicable)	Other Site Funds	Other Lead Agency Funds
Site #: 303	Replaces 2014 Program	Replaces 2014 Program	Replaces 2014 Program			
Grade 9 of 8/9/10 to be served (40%)	100%	100%	100%	100%	100%	100%
TOTAL GRANT AWARD	150211.66	20000.00	20000.00			159228.65
<b>CENTRAL COSTS, INDIRECT ADMIN, EVAL, PROFESSIONAL DEVELOPMENT, CUSTODIAL</b>						
OUSD indirect (6%) [1]	9057.70	952.38	952.38			
OUSD ASPO admin, evaluation, and training/technical assistance costs [2]	11851.19	1246.11	1246.11			
Custodial Staffing and Supplies at 3.5% [3]	5925.60	623.05	623.05			
<b>TOTAL SITE ALLOCATION [4]</b>	<b>163377.17</b>	<b>17178.46</b>	<b>17178.46</b>			
<b>CERTIFICATED PERSONNEL</b>						
1120 Quality Support Coach/Career Pathways Liaison (REQUIRED) [8]	2500.00					
1120 Certificated Teacher Extended Contracts [9]						
1120 Certificated Teacher - Credit Recovery - English I [10]						
1120 Certificated Teacher - Credit Recovery - Algebra I [11]						
1120 Career Pathway Certificated Teacher Extended Contracts [12]						
Total certificated [13]	2500.00	0.00	0.00			0.00
<b>CLASSIFIED PERSONNEL</b>						
2120 SSO [14]	9600.00					0.00
Total classified [15]	9600.00	0.00	0.00	0.00	0.00	0.00
<b>BENEFITS</b>						
3000a Employee Benefits for Certificated Teachers on Extended Contract (benefits at 20%) [16]	500.00 [17]	0.00 [18]	0.00	0.00 [19]		
3000s Employee Benefits for Classified Staff on Extra Time/Overtime (benefits at 22%) [20]	2156.00 [21]	0.00 [22]		0.00 [23]		
3000s Employee Benefits for Salaried Employees (42%) [24]	[25]	[26]		[27]		
3000s Lead Agency benefits (rate: 25 %) [28]						
Total benefits [29]	2656.00	0.00	0.00	0.00	0.00	0.00
<b>BOOKS AND SUPPLIES</b>						
4310 Supplies (OUSD only, except for Summer Supplemental) [30]						
4310 Curriculum (OUSD only) [31]						
5826 Field Trips [32]						
4420 Equipment (OUSD only) [33]						
District professional development on district PD days (Bridging the Bay conferences and Youth Work Methods trainings) [34]	500.00					
Total books and supplies [35]	0.00	500.00	0.00	0.00	0.00	0.00
<b>CONTINGENT SERVICES</b>						
5825 Sr. Director of Community Initiatives [36]			6700.00			10000.00
5825 Community Programs Manager/WIKR (\$29x40hrsx48wksx24%benefits) [37]	60000.00		6300.93			2742.07
5825 Project Coach (25hrsx\$20x48wksx17%benefits) [38]	21712.00					6220.00
5825 Multi-Media Coordinator(40hrsx\$25x48wksx24%benefits) [39]						50480.00
5825 Parent Coordinator (40hrsx\$21.04x48wksx24%) [40]			3700.00		16700.93	33865.44
5825 General Project Coach (15hrsx\$20.04x48wksx17%) [41]	8604.41					8960.86
5825 Multi-Media Coach (25hrsx\$21x48wksx17%benefits) [42]	22338.69					8000.00
5825 Administrative Coach (10hrsx\$16x48wksx17%benefits) [43]	5724.52					2980.28
5825 Youth Stipends	5000.00					9000.00
5825 SPAAT (Tutoring for Student Athletes)	20000.00					15000.00
	0.00	143379.62	0.00	16700.93	0.00	16700.93
					0.00	0.00
						0.00
<b>INDIRECT SERVICES</b>						
Total value of indirect services					0.00	0.00
<b>LEAD AGENCY ADMINISTRATIVE COSTS</b>						
Lead Agency admin (4% max of total contracted \$) [44]		\$4,541.55	477.53		477.53	12700.00
<b>SUBTOTALS</b>						
Subtotals Direct Service [45]	17850.29	143679.62	299.07	16700.93	299.07	16700.93
Subtotals Admin/Indirect [46]	23940.26	4541.55	2522.47	477.53	2522.47	477.53
<b>TOTALS</b>						
Total budgeted per column [50]	41790.49	148421.17	2921.54	17178.46	2821.54	17178.46
Total BUDGETED [51]	150211.66	160	20000.00	160	20000.00	0.00
LEAD AGENCY remaining to allocate [52]			0.00		0.00	
TOTAL GRANT AWARD/ALLOCATION TO SITE [53]	150211.66		20000.00		20000.00	159228.65

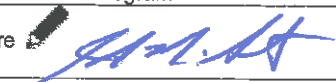

Required Signatures for Budget Approval:

Principal: 

Lead Agency: 



**OUSD EXPANDED LEARNING PROGRAMS**  
**After School Program Plan**  
HIGH SCHOOLS · 2018–2019

School Site McClymonds High School	
Lead Agency Alternatives in Action	Date 4/19/18
Name of After School Program Alternatives in Action EDP Program	After School Site Coordinator Name (if known at this time): TBD
Principal Signature 	Lead Agency Signature 

**SECTION 1: PROGRAM OPERATIONS**  
**Average Daily Attendance, Program Dates, Minimum Days & Enrollment**

To be compliant with grant requirements, high school after school programs must operate for a total of at least 15 hours per week. This can consist of any combination of after school, before school, weekend, intercession, and summer programming. Program activities cannot take place during any part of the regular school day hours (as documented on the school's bell schedule), including lunch time.

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

<b>Projected daily attendance for 2018–19 school year program</b>	106
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	<b>First Day</b>	<b>Last Day</b>
<b>Program Operations for the 2018-19 school year</b>	8/13/18	5/30/19

<b>List the three days (if any) your program plans to close this year for PD. The program must be open every other day of the school year.</b>	9/26/18	1/24/19	5/23/19
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**Minimum Days**

When a school holds minimum days, the after school program is required to begin as soon as the school day ends, and run a long day until 6pm. Minimum days have significant impact on after school staffing and budget. Thus, during the program planning process, school leadership and the lead agency partner must discuss the anticipated number of minimum days for the program year, and discuss shared resources to fund minimum day programming.

<b>Projected Number of Minimum Days for School Year 2018–19</b> <i>*School should provide lead agency with a calendar of minimum days before the 1st day of school.</i>	42
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**Describe funding plan** to operate program on the minimum days indicated above, including additional school resources (if any).

Alternatives in Action has factored in extra staffing hours (approximately 1 extra hour per week per hourly staff member into next year's budget to ensure extended program coverage on the majority of minimum days in the high school. The programming/content during the extended day program from 4-6pm during minimum days will be co-planned and co-facilitated by the Executive Team (student leadership team). We will also hold regular programming at the Best Buy Teen Tech Center until 6:30 pm on those days.

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

Similar to district minimum days, program will be held until 5:30 pm and Best Buy Teen Tech Center will be open till 6:30 pm. We use OFCY and other funds from foundations, corporate and individual donors.

## Enrollment Process & Timeline

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

Important dates to include in your timeline:

- **April – June:** Spring enrollment for 2018-19 programs.
- Families will be notified of 2018-19 after school enrollment before the **last day of school, June 2018.**
- After school programs begin on **first day of school**, with enrollment at a minimum 75% capacity.
- **August – September:** New school year enrollment of families for remaining program slots.
- Remaining program slots will be filled by **September 30, 2018**, except for slots reserved for transitional students (i.e., Foster and Homeless youth; Newcomers) entering the school mid-year.
- All programs must maintain **waitlists** after program slots are filled.



## SECTION 2: PROGRAM DESIGN & PRIORITIES

List 2-3 program goals for students:

- Support McClymonds Pathways development goal of 80% students completing at least 1 interdisciplinary unit
- 80% of youth in project groups will participate in and complete community impact project cycle.
- Support McClymonds credit recovery program to ensure all students have equitable access to work based learning experiences
- Show growth in the Developmental Assets Profile (social emotional learning tool)

### Targeted Populations to Be Served

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

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

Describe who your program will serve.

Specify how students are selected.

Identify recruitment strategies.

Target Population(s)	Specific Data to Inform Selection of Program Participants	Targeted Recruitment Strategies
Homeless youth	Case Managers and COST Team provide referrals and information on this population to AIA staff	All youth are referred by COST or case managers to program for participation and services. Referrals are processed immediately via in person contacts with homeless youth and their families.
Foster youth	Case Managers and COST Team provide referrals and information on this population to AIA staff	All youth are referred by COST or case managers to program for participation and services. Referrals are processed immediately via in person contacts with foster youth and their families.
<b>Newcomers</b> includes refugees/asylees/ unaccompanied immigrant youth (UIY)	Newcomer program youth identified by school Lists provided to AIA staff  Yemeni youth make up around 10% of the student population	Recruitment activities conducted via coordination with the COST Team, Truancy Officer, Counselor, school administration, and direct outreach to families/caregivers
<b>Other:</b> 9 <sup>th</sup> & 10 <sup>th</sup> graders	9 <sup>th</sup> and 10 <sup>th</sup> grade youth encouraged highly to attend by administrators and 9 <sup>th</sup> grade cohort	<ul style="list-style-type: none"> <li>• Invitation to 1 week Summer Bridge program</li> <li>• Enrollment Letters for Fall program sent home from School Administrators before school starts</li> </ul>

		<ul style="list-style-type: none"> <li>• Staff placed at all registration tables in August</li> <li>• Calls made home to each youth by parent coach before school starts with goal to schedule in person 1:1 meeting</li> </ul>
African American Females	African American females have a 12% lower graduation rate than African American males (73%); AAMF make up 44% of population but have 55% of out of school suspensions	<ul style="list-style-type: none"> <li>• Invitation to 1 week Summer Bridge program</li> <li>• Enrollment Letters for Fall program sent home from School Administrators before school starts</li> <li>• Staff placed at all registration tables in August</li> <li>• Calls made home to each youth by parent coach before school starts with goal to schedule in person 1:1 meeting</li> </ul>

### Modifications For High Need Transitional Students

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

Alternatives in Action's after school manager and school day administrators staff work closely to ensure students new to McClymonds smoothly and successfully transition into both the school and the program starting with outreach in the Spring and Summer before 9<sup>th</sup> grade year. These staff members work closely with the administrative team to welcome new parents & students systematically by arranging an initial meet-and-greet during which the student enrolls in his/her classes for the extended day program. In addition, the Managers and staff offer information about the rest of the school's array of supportive services to the family. Additionally, the after school manager's active participation on McClymond's Coordination of Services (COST) teams informs & supports how the student transitions into the school & EDP.

## Addressing Needs of Underserved/Vulnerable Populations

Reducing the disproportionate suspension rates of African American students is a key priority for OUSD.

**Please describe any special efforts** your after school program is taking to support the school engagement, social-emotional well-being, and/or academic success of African American students at your school (*i.e., Manhood Development, Ethnic Studies curriculum, recognition ceremonies for student accomplishments, Black professionals as role models or mentors, etc.*).

- Because over 80% of McClymonds student population is African American, we plan to focus our efforts to ensure equitable access to our program for this population of students and families.
- Our parent liaison, community schools manager, and project group coaches will collaborate to employ targeted outreach strategies with these families in order to ensure they remain informed, included, and involved in all aspects of after school programming at McClymonds. The program coordinator will ensure recruitment and retention of these students in both academic and enrichment classes in the after school program.
- EDP staff will push into the school day to offer support and gain information about key students; shared professional development; Participation on the instructional leadership team; COST facilitation; Close connection with AP and Culture and Climate Committee. We will work closely with the offices of African American Female Excellence and African American Male Achievement to ensure that our gender based programs, (First Love Yourself) FLY Girls and FLY Boys, are in alignment with their efforts, as well as supporting African American staff and students on campus.

## SECTION 3: ALIGNMENT WITH DISTRICT & SCHOOL PRIORITIES

### OUSD Strategic Targets

OUSD strives to prepare all students to graduate college, career, and community ready. After school programs play a key role in supporting this district goal. The following target is part of OUSD's Pathway to Excellence Strategic Plan for 2015–2020. Our entire Oakland school system, together with community partners, will work collaboratively to achieve this target for all students.

#### Cohort Graduation Rate

By 2020, the cohort graduation rate will increase to 85 percent.

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

District Strategic Target	Describe the ASP activities that will support this district strategic target	Target Population	Measurable Outcomes
Cohort Graduation Rate: By 2020, the cohort graduation rate will increase to 85 percent.	School staff will provide tutoring support for youth afterschool 2-3 days per week. Project coaches will conduct at least 45 min of academic support during their group time.	9 <sup>th</sup> and 10 <sup>th</sup> graders enrolled in program	No core course failures in Fall and Spring grade reports  Completion of summer school if needed prior to 10 <sup>th</sup> & 11 <sup>th</sup> grade year
	EDP Coaches will to be conducting 5 1:1 check ins that are focused on academic tenacity, goal setting and personal identity. They will also be trained by certificated McClymonds staff in personalized learning and 1:1 mentors for program alignment	9 <sup>th</sup> graders enrolled in program	1:1 coaching curriculum goals indicate achieved and/or progress towards completion
	EDP staff will attend 9 <sup>th</sup> grade PLC during common planning time in order to be in alignment with support around interdisciplinary projects	9 <sup>th</sup> graders enrolled in program	90% of students will meet with EDP coaches at least 4 times. Students will be developing academic SMART goals and a transition plan, and attend career exploration workshops.

	Utilize open library time afterschool to provide youth access to high quality literacy resources	All students, with a focus on 9 <sup>th</sup> and 10 <sup>th</sup> graders in the program	Create system to direct students who need additional literacy support to library services after school.
	SPAAT will provide afterschool tutoring and college exploration support for students, with focus on student athletes.	All students, with focus on student athletes	No core course failures in Fall and Spring grade reports  Completion of summer school if needed prior to 10 <sup>th</sup> & 11 <sup>th</sup> grade year

### Social and Emotional Learning (SEL)

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

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

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

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

- Five 1:1 coaching sessions with youth conducted throughout the year to gauge interests and learning goals for the year
- Group development lessons implemented at the beginning of the year to establish group identity
- 3 SEL Lessons designed to teach Positive Identity implemented in the Fall
- Quarterly staff team reflection sessions in which interpersonal coaching skills are learned and practiced

### Coordination to Support the Whole Child

In the Full Service Community School model, the school becomes a hub of services where various types of service providers come together, work together, and coordinate their efforts to meet the holistic needs of students and families.

The after school **Site Coordinator or Director will actively participate** in which of the following school group(s), in order to increase alignment between after school and school day efforts?

- COST team (Coordination of Services Team)
- SST (Student Study Team)
- SSC (School Site Council)
- ILT (Instructional Leadership Team)
- PTA

- X Attendance Team/Workgroup
- X SPSA Site Planning team
- X School Culture/Climate Committee
- X School Safety Committee
- Other

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

McClymonds school administration, classrooms teachers, and support staff; Children's Hospital Oakland, SPAAT, TUPE Alcohol & Drug Prevention, West Oakland Community Collaborative, Oakland Bay Area Links, Youth Uprising, Lincoln Families

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

AIA will collaborate with partners to conduct program classes, provide media resources and space, collaborate on supporting students applying to colleges, provide field trips and career exploration experiences. Focused collaboration with 9<sup>th</sup> grade PLC and common planning time in order to be aligned with classroom projects and activities.

### Program Activities Aligned to SPSA Goals – FROM 2017-18 SPSA as 2018-19 is not ready

List your school site priorities for each priority area.


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

Priority Area	List the language from the school SPSA that describes school site goals and/ or actions related to this area.	Describe the after school activities that will support this school priority/goal.
<b>Graduation Outcomes</b>	Graduate rate of female students (73%) is 12% lower than male graduation. Female drop out rate (20%) is 12% higher than male drop out rate.	<ul style="list-style-type: none"> <li>• Offer gender-specific programming for female participants to increase engagement (FLY Girls, Lovely Arab Girls)</li> <li>• 5 1:1 coaching times with each participant to review grades and improve academic tenacity &amp; review of marking period grades</li> <li>• EDP staff will attend 1:1 Mentorship training provided by certificated McyClymonds staff</li> </ul>
<b>Post-Secondary Readiness</b>	Only 52.8% of students Met A-G requirements. Lack of school-wide systems and structures to transition and support Yemeni students.	<ul style="list-style-type: none"> <li>• Youth learn four key career readiness skills thru EDP project groups: cooperation, communication, collaboration, and presentation skills – achievement &amp; outcomes tracked with observation and attendance tool</li> <li>• Align EDP project groups with pathway interdisciplinary projects (with identified Engineering and Entrepreneurship SLOs)</li> <li>• Actively recruit Yemeni youth to program</li> <li>• Provide gender-specific programming to Yemeni female students</li> </ul>
<b>Culture &amp; Climate/SEL</b>	Decrease the number of out of suspensions by 6%. Implement a	<ul style="list-style-type: none"> <li>• SEL Lessons focused on Positive Identity in Fall</li> </ul>

<b>Improvement</b>	comprehensive school-wide Response-To-Intervention (RTI) system with a focus on early intervention, restorative practices, social emotional supports, Positive Behavior Interventions to increase student engagement and decrease out of school suspensions.	<ul style="list-style-type: none"> <li>• Group development activities in the Fall</li> <li>• Developmental Assets Profile pre &amp; post tests tracked</li> <li>• Community Impact Project groups provide hands on, experiential learning to solve a need in their community</li> <li>• Implement McClymonds PBIS expectations during EDP</li> <li>• Manager is part of COST Team</li> <li>• Program Manager and Coordinator will participate in August training with school day staff.</li> </ul>
<b>Rigorous Academics</b>	Increase average SRI reading level	<ul style="list-style-type: none"> <li>• Tutoring with school day teachers after school available 2-3 days per week</li> <li>• Academic support time provided during each project group</li> <li>• Collaborate with Teacher Librarian to provide students access to highly engaging books for free/independent reach time after school</li> </ul>
<b>Pathway Development</b>	<p>By January 1, 2019, 70% of Engineering Pathway sophomores will be on track to graduate.</p> <p>By June 1, 2019, 50% of rising sophomores, juniors, and seniors will be enrolled in the Engineering Pathway.</p>	<ul style="list-style-type: none"> <li>• The After School Programs will focus work with the 9<sup>th</sup>/10<sup>th</sup> grade teams in efforts of transitioning freshman into McClymonds and tracking success of students in each pathway (focus on 10<sup>th</sup> grade). With this partnership students will be knowledgeable of McClymonds expectations, graduation requirements, partner organizations, health access and opportunities for Family Engagement.</li> </ul>
<b>Attendance</b>	Decrease out of school suspensions to 6% by June 2021 by increasing student engagement in learning, opportunities for credit recovery, and the deliberate, and purposeful deployment of human resources (SPSA, WASC, LCAP)	<ul style="list-style-type: none"> <li>• Track students with poor program attendance and connect with them during 1:1 coaching to discuss challenges to attending school; Refer to Case Manager as needed.</li> <li>• Celebrate good attendance and/or offer meaningful incentives to attract and reward students for attending our program.</li> <li>• EDP staff will attend 1:1 Mentorship training provided by certificated McyClymonds staff</li> </ul>

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

✓  Principal initials

 Lead agency initials

## SECTION 4: PROGRAM COMPONENTS

### Academics

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

Your site should plan to offer a range of academic supports to support students to learn and practice skills and knowledge related to core academic content. Academic activities should be aligned with school goals and support specific student achievement needs defined by the school. Activities should be based on sound instructional strategies aligned with the regular school day program.

**Please include the following OUSD High School After School requirements:**

- *For Comprehensive high schools:*
  - Academic mentoring for 9th graders at risk of failing classes
  - Academic supports and mentoring for 10th–12th grade students taking credit recovery
- *For Alternative Ed high schools:*
  - College and career readiness activities

	<b>Description of program/activity (INCLUDING FREQUENCY HRS/WK)</b>	<b>SPSA/QAP goal(s) or school need supported by activity</b>	<b>Target population</b>	<b>Measurable Outcomes</b>
<b>Academic Mentoring for 9th grade students</b> (required for comprehensive HS)	Students will be engaged in at least 45 min of academic support 3-4 days per week	Graduate Outcomes Rigorous Academics Climate & Culture	9th grade students enrolled in program especially those at risk of failing	75% of participants will earn enough credits to remain "on-track" to graduate HS in 4 years
<b>Academic Mentoring for 10th-12th grade students taking credit recovery</b> (required for comprehensive HS)	Students will be engaged in at least 45 min of academic support 3-4 days per week	Graduate Outcomes Rigorous Academics Climate & Culture	9th grade students enrolled in program especially those at risk of failing	75% of participants will earn enough credits to remain "on-track" to graduate HS in 4 years
<b>College &amp; Career Readiness activities</b> (required for Alt Ed)	Project groups will plan for and implement community impact projects, including presenting a public panel and connected project	Graduate Outcomes Rigorous Academics	All youth	80% of project group participants will complete community impact project cycle
<b>Other:</b> Tutoring for 9-12 <sup>th</sup> graders and athletes (depending on season)	SPAAT will provide afterschool tutoring and college exploration support for students, with focus on student athletes  Teachers available	Graduate Outcomes Rigorous Academics Climate & Culture	Students at risk of failing core classes or those who request additional support; Sports Teams assigned by Athletic Director	Participants will show grade improvement and completion of assignments rate increase



	for tutoring 2-3 days per week			
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### Quality Support Coach

Describe your **plans to utilize the Quality Support Coach** to support alignment with the school day. We will utilize our Quality Support Coach to support EDP and schoolday communications, especially with teachers. The Coach will connect and provide information to EDP staff around key schoolday initiatives, particularly around academic curricula, ongoing projects, etc.

### Career-Related Academic Enrichment, College Prep and Work Based Learning

Career-related enrichment activities and physical activity/recreation are required components of the ASES, 21<sup>st</sup> Century, and grants. Specialized enrichment activities should provide students with the opportunity to learn and practice technical skills, employability skills, and career planning skills.

- **Technical skills** are job related skills and knowledge related to anticipated labor market conditions.
- **Employability skills** are behaviors, attitudes and habits of the mind that have been referred to as 'soft skills.'
- **Career planning skills** are skills and competencies that can be used for lifelong learning, career management, and negotiating transitions throughout a working lifetime.

These career and work-related enrichment activities should intentionally and creatively build skills that support students' success in school and in life.

Description of Program/Activity (include frequency)	Pathway supported by this program/activity	Target Population	How does this program/activity support student readiness for career and/or college	Targeted Skills			
				Work based Learning Experience	Technical	Employability	Career Planning
Community Impact Projects (2 days/week @ 2 hrs each session)	All pathways/9 <sup>th</sup> grade house	9 <sup>th</sup> and 10 <sup>th</sup> graders	Youth learn 4 key career readiness skills thru EDP project groups: cooperation, communication, collaboration, and presentation skills. Aligned with pre-identified Pathway SLOs at the different grade levels and support school-day interdisciplinary projects.	<input type="checkbox"/>	X	X	X

Youth Coaches (Executive Team)	All pathways	10-11 <sup>th</sup> graders	Youth are prepared to be youth development professionals	X	X	X	X
Sound Recording Studio (2 groups)	Media	9-12 <sup>th</sup> Graders & Newcomers	Youth are prepared to use a sound recording studio	<input type="checkbox"/>	X	X	X

## Enrichment

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

Description of Program/ Activity & Frequency (hrs/week)	Single Plan for Student Achievement (SPSA)/Quality Action Plan (QAP) goal(s) or school need supported by activity	Target Population	Targeted Skills (check)						Identified By (check)				
			Financial Literacy	Arts	Health & Wellness	Social/Emotional Learning	Technology	Leadership	Parents	Students	QAP	School	Other
Multimedia Arts 101 3 hrs wk/32 weeks	Post Secondary Readiness Culture/Climate/SEL Improvement	9 <sup>th</sup> -10 <sup>th</sup> graders	<input type="checkbox"/>	X	<input type="checkbox"/>	X	X	X	<input type="checkbox"/>	X	X	X	
Advanced Multimedia Arts 3 hrs wk/32 weeks	Post Secondary Readiness Culture/Climate/SEL Improvement	11 <sup>th</sup> – 12 <sup>th</sup> graders	<input type="checkbox"/>	X	<input type="checkbox"/>	X	X	X	<input type="checkbox"/>	X	X	X	
Visual Arts (photography & animation) 3 hrs wk/32 weeks	Post Secondary Readiness Culture/Climate/SEL Improvement	9 <sup>th</sup> -12 <sup>th</sup> graders	<input type="checkbox"/>	X	<input type="checkbox"/>	X	X	X	<input type="checkbox"/>	X	X	X	
FLY Girls 3 hrs wk/32 weeks	Post Secondary Readiness Culture/Climate/SEL Improvement	All female students	<input type="checkbox"/>	<input type="checkbox"/>	X	<input type="checkbox"/>	<input type="checkbox"/>	X	<input type="checkbox"/>	X	X	X	
Nutrition 2 hrs wk/32 weeks	Post Secondary Readiness Culture/Climate/SEL Improvement	All youth	<input type="checkbox"/>	<input type="checkbox"/>	X	<input type="checkbox"/>	<input type="checkbox"/>	X	<input type="checkbox"/>	X	X	<input type="checkbox"/>	

Lovely Arab Girls 2 hrs wk/32 weeks	Post Secondary Readiness Culture/Climat e/SEL Improvement	Yemen female students	<input type="checkbox"/>	<input type="checkbox"/>	X	<input type="checkbox"/>	<input type="checkbox"/>	X	<input type="checkbox"/>	X	X	X	
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### Physical Activity/Recreation

Please list recreation activities your program will offer.

Description of Program/ Activity & Frequency (hrs/week)	SPSA/QAP goal(s) or school need supported by activity	Target Population	Identified By (check)				
			Parents	Students	QAP	School	Other
Dance 2 hrs/week, 32 weeks	Post Secondary Readiness Culture/Climate/SEL Improvement	All youth	<input type="checkbox"/>	X	<input type="checkbox"/>	<input type="checkbox"/>	
	Post Secondary Readiness Culture/Climate/SEL Improvement		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	Post Secondary Readiness Culture/Climate/SEL Improvement		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	Post Secondary Readiness Culture/Climate/SEL Improvement		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	Post Secondary Readiness Culture/Climate/SEL Improvement		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

## Culture & Climate

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

The following are strategies that OUSD schools are taking to create positive school culture and climate.

**Select** at least one strategy to implement:

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

What practices does your program have to **support culture and climate**? **How will you align these practices with school day efforts?**

EDP staff participate in professional development trainings alongside school day staff around restorative justice and trauma informed care practices. EDP staff also participate in key school-wide teams (e.g. Leadership, culture/climate, COST, Attendance, etc.) where school-wide strategies around culture and climate are discussed and coordinated. Program staff also conduct individual coaching with youth as well as implement a series of SEL mini-lessons throughout the year to youth participants after school.

## Family Engagement / Family Literacy

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

After school programs can help foster parent involvement, connect families to the larger school community, and communicate important information related to the regular school day programs. After school family engagement efforts should be aligned with school day efforts, and support school goals for family involvement. A variety of activities may be offered, including: parent workshops, family celebrations, parent-and-child-together activities, parent leadership and volunteer opportunities.

Family literacy is a required component of all 21st Century after school programs. Family literacy services support the educational goals of adult family members, connect them to resources and services in the community, and increase their ability to support their student's learning and development.

Type of Activity and Frequency	SPSA/QAP goal(s) or school need supported by activity	Describe how this activity is connected to student achievement	Measurable Outcome	Alignment with school day family engagement / efforts or resources
Parent/Caregiver Workshops (every other month)	Family Engagement Literacy Pathways Culture/Climate/SEL Improvement	Educational workshops improve parent understanding and involvement around A-G requirements, Pathways, Literacy, and socio-emotional support of youth	Surveys for youth and families  Increase in parent attendance	Family Engagement
Family celebrations: Winter Wonderland, Family Reunion, Black History Month Movie Night  (3-4 times/year)	Family Engagement Culture/Climate/SEL improvement	Families engage in social and fun educational events with larger school community and develop stronger relationship with school and staff	Increase in parent attendance	Family Engagement

## SECTION 5: CONTINUOUS QUALITY IMPROVEMENT PROCESS

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

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

What areas did your program identify as strengths?

1. Supportive Environment: Warm Welcome, WW.1 Youth Greeted
2. Interaction: Leadership, Y.Ld.2 Mentoring Opportunities

What areas did your program identify as needing improvement?

1. Safe Environment: Emergency Preparedness, EP.3 Visible first-aid kit
2. Safe Environment: Nourishment, Ns.1 Available drinking water

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

- Introduction to the Active-Participatory Approach
- Planning & Reflection
- Active learning
- Reframing Conflict
- Ask-Listen-Encourage
- Structure and Clear Limits
- Building Community
- Youth Voice
- Cooperative Learning
- Teen Advisory Council Off
- Homework Help

## SECTION 6: PROGRAM SCHEDULE & MODEL

### Program Schedule

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



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

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

### Program Model

For 2018–2019, **my site will operate** the following program model:

- **Traditional After School:** voluntary program open to all students, with enrollment priorities targeting certain students
- **Extended Day Program:** additional class periods offered to students after the end of the regular bell schedule, for targeted grades and/or for all students of the school (Note: extended day classes must not appear on the school bell schedule)
- **X Blended/Hybrid:** combination of some extended day and some traditional after school programming

### Teachers on Extended Contract for Direct Service

In addition to a Quality Support Coach, some schools choose to have teachers on extended contract to provide direct service to students after school, such as math or literacy intervention and ELL instruction.

**Important note:** *Teachers on extended contract who are providing direct services to students after school must be paid at the negotiated rate of \$26.61/hr (per OEA contract). After school grant funds can be utilized for this direct service work. The Quality Support Coach cannot provide direct service to students. The Quality Support Coach is primarily responsible for providing coaching and training, and is paid at the negotiated Paid-In-Service rate of \$34.67 for their staff capacity-building services. Teachers doing direct service work after school must be paid with an extended contract. Note these pay rates may change if there are district pay raises next year.*

List after school classes/activities that will be facilitated by teachers on extended contract. Include anticipated hrs/wk.

N/A

## SECTION 7: PROGRAM FEES

Will your after school program **charge program fees** for the 2018–19 school year?



- Yes
- No

If, "YES, program fees will be charged," please **complete** the following assurances.  
*Both the Principal and Lead Agency partner should initial.*

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



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

 PRINCIPAL SIGNATURE	 LEAD AGENCY SIGNATURE
--	---



## McClymonds High School EDP 2018-2019 Extended Day Program Recruitment Plan

Timeline	After School Enrollment Steps/Process	Individual(s) responsible
<b>May and June 2018</b>	Incoming 9th grade students and 10 <sup>th</sup> -12th grade students informed of EDP structures & expectations in advance of new school year at spring orientation events.	Alternatives in Action Community Programs Manager, Parent Coordinator, & Best Buy Teen Tech Center Coordinator
<b>June-July 2018</b>	Recruit students during summer bridge program	Community Programs Manager, Extended Day Program Coaches, Parent Coordinator, & Best Buy Teen Tech Center Coordinator
<b>August 2018</b>	Support with registration and handout enrollment docs. All students will be enrolled.	Community Programs Manager, Extended Day Program Coaches, Parent Coordinator, & Best Buy Teen Tech Center Coordinator
<b>August 2018</b>	During the first week of school we will holding different team building activities after school	Community Programs Manager, Extended Day Program Coaches, Parent Coordinator, & Best Buy Teen Tech Center Coordinator
<b>August 2018</b>	All students are required to attend Orientation during the first two week of school. Students will also be able to experience different classes during this time.	Community Programs Manager, Extended Day Program Coaches, Parent Coordinator, & Best Buy Teen Tech Center Coordinator
<b>September 2018</b>	During Back to School night students will receive parents letters to inform them which classes they are enrolled into.	Community Programs Manager and Parent Coordinator
<b>September-October 2018</b>	Weekly attendance reports sent out to day school and after school staff, corresponding advisory meetings with students not enrolled or not attending. Classroom presentations. Phone calls home to families of nonparticipating students.	Community Programs Manager, Extended Day Program Coaches, Parent Coordinator, & Best Buy Teen Tech Center Coordinator

### School Support for Program Recruitment

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

- COST will refer students to programs which will benefit their needs for mentors, support.
- Teachers will refer students to tutoring program

**2018-19 After School Program Schedule**

**School Site:** McClymonds High School

**Lead Agency:** Alternatives in Action

**Name of Program: Alternatives in Action Extended Day Program (AIA EDP)**

**School Day End Time on Regular Days (according to Bell Schedule):** 3:30 pm

**School Day End Time on Minimum Days (according to Bell Schedule):** 1:15 pm

Time Block	Monday	Tuesday	Wednesday	Thursday	Friday
1:15-1:45 pm			Snack and Sign In		
1:45-3:30 pm					
3:30-4:00 pm	Snack and Sign In	Snack and Sign In	-After school personalized learning time -Homework Assistance with SPAAT & school day teachers	Snack and Sign In	Snack and Sign In
	Homework Assistance with SPAAT & school day teachers	Homework Assistance with SPAAT & school day teachers	Homework Assistance with SPAAT & school day teachers	Homework Assistance with SPAAT & school day teachers	Homework Assistance with SPAAT & school day teachers
	Project Group Rotation (includes 45 min-1 hr of homework assistance)	Project Group Rotation (includes 45 min-1 hr of homework assistance)	Project Group Rotation (includes 45 min-1 hr of homework assistance)	Project Group Rotation (includes 45 min-1 hr of homework assistance)	Project Group Rotation (includes 45 min-1 hr of homework assistance)
4:00-6:30 pm	Best Buy Teen Tech Center Drop in	Best Buy Teen Tech Center Drop in	Best Buy Teen Tech Center Drop in	Best Buy Teen Tech Center Drop in	Best Buy Teen Tech Center Drop in
6:30 PM	Sign Out and Program Closure	Sign Out and Program Closure	5:30 pm Sign Out and Program Closure	Sign Out and Program Closure	Sign Out and Program Closure

**Important Notes:**

\* Please note that the after school program must start immediately at the same time that the regular school day ends. Please check the official school bell schedule for 2018-19 for the exact ending time of the regular school program. On minimum days, the after school program must start immediately at the end of minimum day.

Programs must submit this program schedule, along with a copy of the school's 2018-19 bell schedule, to the ASPO office for review and approval.

Sign-out and Program Closure cannot occur earlier than 6pm for elementary and middle school programs. Programs must operate at least 3 hours per day and at least 15 hours per week.

Programs will be asked to re-submit updated program schedules at the beginning of each semester.



**McClymonds High School**  
**2018-19 Bell Schedule**

Block A/B Schedule	M. T. Th. F
Tardy Bell	8:25 AM - 8:30 AM
Period 1 or 5	8:30 AM - 10:10 AM
Period 2 or 6	10:15 AM - 11:45 AM
Lunch	11:45 - 12:20 PM
Period 3 or 7	12:25 PM - 1:55 PM
Period 4 or 8	2:00 PM - 3:30 PM


Minimum Day Schedule	Wednesdays
Tardy Bell	8:25 AM - 8:30 AM
Period 1	8:30 AM - 9:10 AM
Period 2	9:15 AM - 9:45 AM
Period 3	9:50 AM - 10:20 AM
Period 4	10:25 AM - 10:55 AM
Period 5	11:00 AM - 11:30 AM
Period 6	11:35 AM - 12:05 PM
Period 7	12:10 PM - 12:40 PM
Period 8	12:45 PM - 1:15 PM











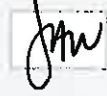


# OUSD EXPANDED LEARNING PROGRAMS Partner Assurances & Agreements 2018-2019

School Site <b>McClymonds High School</b>	
Lead Agency <b>Alternatives In Action</b>	Date <b>4/8/2018</b>
Name of After School Program <b>Alternatives in Action Extended Day Program</b>	After School Site Coordinator Name (if known at this time): <b>TBD</b>
Principal Signature 	Lead Agency Signature 

















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

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

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

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

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

- |  | PRINCIPAL INITIALS  | LEAD AGENCY INITIALS  |
|--|---|---|
| 6. School will share <b>student outcome data</b> to better refine program (Attendance data, test scores, Report Cards, IEP's, etc). Site Coordinator will share relevant student and program data with school.   |    |    |
| 7. Site Administrator and lead agency partner have reviewed the <b>Quality Support Coach key responsibilities</b> , and understand this role is critical for strengthening staff practices and program quality. Site Administrator will identify a certificated, qualified individual to serve as the <b>After School Quality Support Coach</b> .  |    |    |
| 8. Site will invite Site Coordinator and appropriate staff to participate in <b>faculty meetings and professional development opportunities</b> , in order to ensure consistency in standards of teaching and learning, and positive school culture & climate.   |    |    |
| 9. Site will invite Site Coordinator to participate on <b>school committees</b> (ie. SSC, COST, SST, Culture Climate team, SPSA planning team, etc) to ensure coordination of services.  |    |    |
| 10. Site Administrator is aware that CDE does not increase after school grant funding for <b>minimum days</b> , and that programs are required to operate until <b>6pm</b> on minimum days. If additional minimum days are added to the school schedule next year, site will allocate resources to help offset the cost of additional hours of programming.  |    |    |
| 11. <b>Lead agency will register with/update OUSD provider database.</b> In order to maintain accurate, up-to-date information on the services provided, the Lead Agency shall register in OUSD's provider database, update schools of operation prior to commencing services for school year 2018-19, and update during the current school year if schools of operation change.   |  |  |
| 12. Lead Agency will ensure that appropriate After School staff <b>participate in OUSD Expanded Learning Office meetings and professional development</b> throughout the year including: mandatory After School August Institute, ongoing site coordinator meetings; continuous quality improvement (CQI) trainings, agency director meetings; various professional learning communities (time commitment varies); local conferences (i.e., annual Bridging the Bay conference), and other relevant district trainings (i.e., safety, PBIS, etc.). |  |  |
| 13. Site and Lead Agency understand that <b>professional development helps ensure program quality</b> . Lead agency is committed to providing/accessing professional development opportunities for after school staff, based on needs identified by program data. The lead agency will adequately budget for staff time to participate in professional development over the course of the year (for key line staff, recommended at least 20 hours of PD/year).   |  |  |



PRINCIPAL SIGNATURE



LEAD AGENCY SIGNATURE

## After School Safety and Emergency Planning

1. The 2019–2020 Comprehensive School Site Safety Plan includes the **After School Emergency Plan**. The Site Administrator and After School Program (ASP) Site Coordinator will update the After School Emergency Plan annually by discussing and aligning plans and procedures for after school and school day safety, including emergency preparedness and crisis response. **Indicate all actions that will occur to ensure after school safety and alignment with school day procedures for emergency preparedness and emergency response:**
- Site Administrator and ASP Site Coordinator will meet at beginning of school year to update After School Emergency Plan collaboratively.
  - Site will share Comprehensive School Site Safety Plan with after school partner.
  - School day and after school programs will coordinate emergency drill schedules & procedures (ie. earthquake, fire, and lockdown drills).
  - After School staff will participate in site-level faculty safety trainings.
  - School will provide after school staff with access to disaster supplies and other resources in case there is an emergency after school.
  - Site Administrator and ASP Site Coordinator will meet regularly to review after school incidences and update safety plans as needed.
  - The completed After School Emergency Plan (ASEP) will be submitted to Expanded Learning Programs Office by 10/1/18.
  - Other. SPECIFY:

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

**Tour of campus facilities, lockdown procedures, communications protocol, review of emergency fire aid supplies. After school program staff will then lead a drill with students during the first semester of program to ensure their practical understanding of these procedures.**

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

### Facility Keys

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

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

## After School Safety and Emergency Planning, continued

### SSO Staffing

**Check one:**

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


PRINCIPAL SIGNATURE


LEAD AGENCY SIGNATURE

## Continuous Quality Improvement (CQI)

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

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

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

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

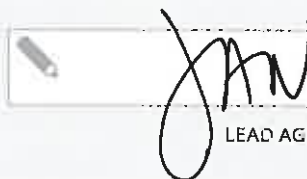
### Review and mark all commitments:

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

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



PRINCIPAL SIGNATURE



LEAD AGENCY SIGNATURE



# ADDENDUM #1

COMPLETED BY MIDDLE SCHOOL AFTER SCHOOL PROGRAMS ONLY

## Middle School Sports

School Site
Lead Agency

### Middle School Athletics

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

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

- |  |  |   |
|--|--|---|
| <input type="checkbox"/> Co-ed Flag Football | <input type="checkbox"/> Girls Soccer          | <input type="checkbox"/> Boys Volleyball  |
| <input type="checkbox"/> Girls Cross Country | <input type="checkbox"/> Boys Soccer           | <input type="checkbox"/> Other:   |
| <input type="checkbox"/> Boys Cross Country  | <input type="checkbox"/> Girls Track and Field | <div style="border: 1px solid black; padding: 5px; min-height: 100px;">PLEASE DESCRIBE:</div> |
| <input type="checkbox"/> Girls Basketball    | <input type="checkbox"/> Boys Track and Field  |   |
| <input type="checkbox"/> Boys Basketball     | <input type="checkbox"/> Girls Volleyball      |   |

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

PRINCIPAL SIGNATURE

LEAD AGENCY SIGNATURE

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

**ASSETs Program Schedule**

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

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

Number of non-school days you plan to offer during the 2018-2019 fiscal year (JULY 1, 2018-JUNE 30, 2019)	20 days (summer program and some Saturdays d
Dates of Service	July 1 2018-June 30, 2019
Proposed Hours of Operation	3:30-6:30 pm (1:15-5:30 pm on minimum days)

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

Summer Bridge program (incoming 9th graders); Executive Team Retreat and Trainings (11th & 12th graders); Debate tournaments (all youth, participants in afterschool debate group); Animation boot camp (all youth); extended Multi-media training (all youth, participations in after school multi-media, audio/visual/photo project groups)



PRINCIPAL SIGNATURE



LEAD AGENCY SIGNATURE

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

**Equitable Access**

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

Some 21<sup>st</sup> Century and ASSETs programs receive extra Equitable Access funding. The intent of Equitable Access funding is to provide targeted supports for special populations of students who may face challenges and barriers to program participation. Examples of allowable use of Equitable Access funds include:

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

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

Because over 10% of the McClymonds student population is Yemeni or come from Arabic-speaking households, we plan to focus efforts to ensure they are able to access our program. Our parent coordinator, program director, program manager, and project group coaches will utilize targeted outreach targeted strategies, including translated materials and utilizing interpretation at events, in order to ensure they remain informed, included, and involved in all aspects of after school programming at McClymonds.

Additionally, program staff will plan and implement a 9th grade targeted intervention program designed to offer additional academic supports and small group tutoring to struggling students. While these students' families would normally have to pay for private tutoring in order to receive such services, we will offer these services for free at the school site so these students are allowed equitable access to the benefits of increased exposure to academic content in a supportive and more individualized setting.



PRINCIPAL SIGNATURE



LEAD AGENCY SIGNATURE

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

I give my child permission to participate in the 2018-19 \_\_\_\_\_

After School Program. \_\_\_\_\_

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

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

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

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

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

**EMERGENCY CONTACT INFORMATION**

In case of emergency please contact:

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

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

Does your child have health coverage?  Yes  No

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

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

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

## RELEASE OF LIABILITY

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



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

\_\_\_\_\_  
Date

## STUDENT RELEASE

As parent/guardian, I understand that the After School Program will begin immediately after school is out and will end by 6:00 p.m.

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

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

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



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

\_\_\_\_\_  
Date

## AFTER SCHOOL PROGRAM ATTENDANCE POLICIES

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

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

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

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

## PERMISSION TO EVALUATE PROGRAMS AND TRACK STUDENT PROGRESS

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



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

\_\_\_\_\_  
Date

## PHOTO/VIDEO RELEASE

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

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

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



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

\_\_\_\_\_  
Date

## SPECIAL NOTE REGARDING PROGRAM FEES

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

## After School Programs, 2018-19

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

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

### STUDENT HEALTH FORM

#### STUDENT INFORMATION

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

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

#### PARENT/GUARDIAN INFORMATION

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

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

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

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

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

#### EMERGENCY

In case of emergency, please contact:

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

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

#### HEALTH

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

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

Medical History that may be of Importance: \_\_\_\_\_

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

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

Medication needed during the after school day: \_\_\_\_\_

## **SPECIAL INSTRUCTIONS**

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

See your School Nurse/Health Services for more information.

## **AUTHORIZATION TO TREAT MINOR**

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

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

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

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

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

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

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

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



**Exhibit D**

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

This form should be submitted by the 1<sup>st</sup> day of each semester, and by the 1<sup>st</sup> day of the summer program (if applicable).

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

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

- Fall Semester – August 21, 2018 – January 19, 2019
- Spring Semester – January 22, 2019 to June 7, 2019
- Summer Program (Specify dates: \_\_\_\_\_ to \_\_\_\_\_)

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

Site Coordinator Signature \_\_\_\_\_ Date \_\_\_\_\_

Lead Agency Director Signature \_\_\_\_\_ Date \_\_\_\_\_

Site Administrator Signature \_\_\_\_\_ Date \_\_\_\_\_

Exhibit E

EAST BAY REGIONAL PARK DISTRICT

WAIVER AND RELEASE OF LIABILITY AND INDEMNITY AGREEMENT

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

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

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

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

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

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

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

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

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

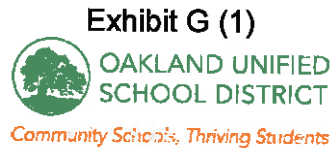


## INVOICING AND STAFF QUALIFICATIONS FORM 2018-19

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

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

Employee, Agent, or Subcontractor Name	ATI #	Current TB Clearance Documentation on File	IA Requirement Documentation on File
		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No



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

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

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

The tentative schedule for OUSD payments is anticipated as follows:

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

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

Exhibit G (2)



**PROCEDURES FOR PAID INSERVICE/EXTENDED CONTRACTS AND TIME SHEETS  
OUSD CERTIFICATED TEACHERS 2018-2019**

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

**Paying OUSD Certificated Employees (Teachers)**

- ◆ Academic Liaisons should submit a Paid Inservice form and Extended Contract teachers should submit a "Request for Extended Contract" IN ADVANCE to approve all projected work to be completed, using appropriate Budget Org Key (Object Code usually -1120 or -1122)
- ◆ **The FIRST submission of the Paid Inservice/Extended Contract paperwork must be accompanied by a timesheet in order to be processed by OUSD Payroll. No payment will be rendered until timesheets are submitted to our office.**
- ◆ Have Employee sign Extended Contract & ALL Time Sheets
- ◆ Have Principal approve and sign Paid Inservice/Extended Contract & ALL Time Sheets
- ◆ Please be sure to submit ORIGINALS of all documents
- ◆ Please use only ONE SIDED Time Sheets
- ◆ Deliver to OUSD After School Programs Office — All 21<sup>st</sup> Century and/or ASES Paid Inservice/Extended Contracts and Time Sheets must be submitted to the OUSD After School Programs Office in order to be processed and paid. We are located at 1000 Broadway, Suite 150.
- ◆ **Union Contract rate for teachers is \$26.61/hr.**
- ◆ **Union Contract rate for Academic Liaisons is \$34.67/hr.**
- ◆ Once the Paid In-service form or Request for Extended Contract has been submitted and approved, only timesheets are required to be submitted for subsequent payments.

Paid Inservice/Extended Contract Timesheets Due to After School Programs Office on the following anticipated dates:	OUSD Anticipated Payroll Issue Dates ***Please note: Allow 45 days processing time for the first submission. Future submissions take approximately 5 weeks.***
September 15, 2018	October 20, 2018
October 16, 2018	November 22, 2018
November 15, 2018	December 22, 2018
December 15, 2018	January 22, 2019
January 12, 2019	February 22, 2019
February 15, 2019	March 22, 2019
March 15, 2019	April 20, 2019
April 16, 2019	May 22, 2019
May 15, 2019	June 22, 2019
June 7, 2019	June 29, 2019

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

Exhibit G (3)



**PROCEDURES FOR EXTENDED TIME AND/OR OVERTIME FORMS (ET/OT)  
FOR OUSD CLASSIFIED EMPLOYEES 2018-2019**

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

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

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

<b>ET/OT Forms Due to After School Programs Office on the following anticipated dates:</b>	<b>OUSD Anticipated Payroll Issue Dates</b>
September 15, 2018	September 29, 2018
September 29, 2018	October 12, 2018
October 12, 2018	October 31, 2018
October 31, 2018	November 15, 2018
November 15, 2018	November 30, 2018
November 30, 2018	December 15, 2018
December 15, 2018	December 29, 2018
December 22, 2018	January 12, 2019
January 12, 2019	January 31, 2019
January 31, 2019	February 15, 2019
February 15, 2019	February 28, 2019
February 28, 2019	March 15, 2019
March 15, 2019	March 29, 2019
March 29, 2019	April 14, 2019
April 13, 2019	April 30, 2019
April 30, 2019	May 15, 2019
May 15, 2019	May 31, 2019
May 31, 2019	June 15, 2019
June 7, 2019	June 29, 2019

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

Exhibit H

**CERTIFICATES OF INSURANCE AND ADDITIONAL INSURED ENDORSEMENT**

**INSERT HERE**



ALTEINA-01

RDEANDA

# CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)  
 07/15/2018

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

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

<b>PRODUCER</b> License # 0757776 <b>HUB International Insurance Services Inc.</b> PO Box 5076 San Ramon, CA 94583	<b>CONTACT NAME:</b> Lynda Wiltz <b>PHONE (A/C, No, Ext):</b> (877) 825-2681 <b>FAX (A/C, No):</b> (951) 231-2572 <b>E-MAIL ADDRESS:</b> cal.cpu@hubinternational.com
<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURER A:</b> Markel Insurance Company	<b>NAIC #</b> 38970
<b>INSURER B:</b> Insurance Company of the West	27847
<b>INSURER C:</b>	
<b>INSURER D:</b>	
<b>INSURER E:</b>	
<b>INSURER F:</b>	

**INSURED**

**Alternatives in Action, dba: Bay Area School of Enterprise;  
 dba: Home Project; dba: Home Sweet Home  
 2640 International Blvd.  
 Oakland, CA 94601**

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY  <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	X		8502WSI0356871	06/25/2018	06/25/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<b>AUTOMOBILE LIABILITY</b>  <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			1002WSI0356881	06/25/2018	06/25/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED        RETENTION \$			4602WSI0356901	06/25/2018	06/25/2019	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>  ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N Y	WPL503690401	06/25/2018	06/25/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 Oakland Unified School District is Additional Insured with regard to General Liability when required by written contract per the attached endorsement MGL1275 10/16.

<b>CERTIFICATE HOLDER</b>  Oakland Unified School District Attn: Risk Management 1000 Broadway, Suite 680 Oakland, CA 94607	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  <b>AUTHORIZED REPRESENTATIVE</b> 
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POLICY NUMBER: 8502WSI0356871  
EFFECTIVE DATES: 06/25/2018 to 06/25/2019

**COMMERCIAL GENERAL LIABILITY**

**Markel Insurance Company**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**HONOR ROLL ELITE COMMERCIAL GENERAL LIABILITY ENHANCEMENT**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

The following coverages and extensions are added to this policy as detailed below. As respects any coverage provided by this endorsement, if higher limits are provided on any other schedule, declarations or endorsement attached to this policy, then the limits and coverage provided by this endorsement would not apply for that coverage.

**SCHEDULE**

Limited Product Withdrawal Expense	\$10,000 All Product Withdrawal Expenses
Extended Property Damage – Expected Or Intended Injury	Included
Limited Pollution Coverage	Included
Watercraft	
Non-Owned	Increased To 51 Feet Long
Non-Motorized	Less Than 76 Feet Long
Non-Owned Aircraft	If Rented Or Loaned With A Paid Crew
Property Damage To Borrowed Equipment	\$10,000 Each Occurrence
Property Damage To Customers' Goods	\$10,000 Each Occurrence
Property Damage From Elevator Use	Included
Personal And Advertising Injury	
From Televised Or Videotaped Material	Included
For Insureds In Media And Internet Type Businesses	Included
Supplementary Payments	
Bail Bonds	Up To \$5,000
Loss Of Earnings	Up To \$500 A Day
Legal And Media Expense	\$10,000 Each Event / \$50,000 Annual Aggregate
Broadened Definition Of Insured	Included
Automatic Additional Insureds	
When Required By Contract Or Agreement	Included
Managers Or Lessors Of Premises	Included
Mortgagees, Assignees Or Receivers	Included
Vendors	Included
Each Location And Each Project Aggregates	Equal To The General Aggregate Limit
Duties In The Event Of Occurrence, Offense, Claim Or Suit	Included
Unintentional Failure To Disclose All Hazards	Included
Waiver Of Transfer Of Rights Of Recovery Against Others To Us	Included
Expanded Coverage Territory	Included
Liberalization	Included
Mental Anguish Resulting From Bodily Injury	Included
Broadened Definition Of Mobile Equipment	Included

## **A. LIMITED PRODUCT WITHDRAWAL EXPENSE**

THIS COVERAGE ONLY PROVIDES REIMBURSEMENT TO YOU FOR EXPENSES INCURRED BECAUSE OF A COVERED "PRODUCT WITHDRAWAL". THIS COVERAGE DOES NOT PROVIDE ANY LIABILITY COVERAGE OR COVERAGE FOR THE COST OR EXPENSE OF DEFENDING ANY CLAIM OR "SUIT".

1. The following is added to Section I – Coverages:

### **LIMITED PRODUCT WITHDRAWAL EXPENSE COVERAGE**

#### **Insuring Agreement**

a. We will reimburse you for "product withdrawal expenses" incurred by you because of a "product withdrawal" to which this insurance applies.

The amount of such reimbursement is limited as described in Section III – Limits Of Insurance, as amended by this endorsement. No other obligation or liability to pay sums or perform acts or services is covered.

b. This insurance applies to a "product withdrawal" only if the "product withdrawal" is initiated in the "coverage territory" during the policy period because:

- (1) You determine that the "product withdrawal" is necessary; or
- (2) An authorized government entity has ordered you to conduct a "product withdrawal".

c. We will reimburse "product withdrawal expenses" only if:

- (1) The expenses are incurred within one year of the date the "product withdrawal" was initiated;
- (2) The expenses are reported to us within one year of the date the expenses were incurred; and
- (3) The product that is the subject of the "product withdrawal" was produced during the policy period.

d. The initiation of a "product withdrawal" will be deemed to have been made only at the earliest of the following times:

- (1) When you first announced, in any manner, to the general public, your vendors or to your "employees" (other than those "employees" directly involved in making the determination) your decision to conduct or participate in a "product withdrawal". This applies regardless of whether the determination to conduct a "product withdrawal" is made by you or is requested by a third party; or
- (2) When you first received, either orally or in writing, notification of an order from an authorized government entity to conduct a "product withdrawal".

e. "Product withdrawal expenses" incurred to withdraw "your products" which contain the same or substantially similar "defects" will be deemed to have arisen out of the same "product withdrawal".

#### **Exclusions**

This insurance does not apply to "product withdrawal expenses" arising out of:

a. **Breach Of Warranty And Failure To Conform To Intended Purpose**

Any "product withdrawal" initiated due to the failure of "your product" to accomplish its intended purpose, including any breach of warranty of fitness, whether written or implied. This exclusion does not apply if such failure has caused or is reasonably expected to cause "bodily injury" or physical damage to tangible property other than "your product".

b. **Infringement Of Copyright, Patent, Trade Secret, Trade Dress Or Trademark**

Any "product withdrawal" initiated due to copyright, patent, trade secret, trade dress or trademark infringements.

c. **Chemical Transformation, Deterioration Or Decomposition**

Any "product withdrawal" initiated due to transformation of a chemical nature, deterioration or decomposition of "your product". This exclusion does not apply if transformation of a chemical nature, deterioration or decomposition is caused by:

- (1) An error in manufacturing, design or processing;

(2) Transportation of "your product"; or

(3) "Product tampering".

**d. Goodwill, Market Share, Revenue, Profit Or Redesign**

The costs of goodwill, market share, revenue or "profit" or the costs of redesigning "your product".

**e. Expiration Of Shelf Life**

Any "product withdrawal" initiated due to expiration of the designated shelf life of "your product".

**f. Known Defect**

A "product withdrawal" initiated because of a "defect" in "your product" known to exist by the Named Insured or the Named Insured's "executive officers" prior to the policy period or the time "your product" leaves your control or possession.

**g. Otherwise Excluded Products**

A recall of any specific products for which "bodily injury" or "property damage" is excluded under Coverage A – Bodily Injury And Property Damage Liability.

**h. Governmental Ban**

A recall when "your product" or a component contained within "your product" has been:

(1) Banned from the market by an authorized government entity prior to the policy period; or

(2) Distributed or sold by you subsequent to any governmental ban.

**i. Defense Of Claim**

The defense of a claim or "suit" against you for liability arising out of a "product withdrawal".

**j. Third Party Damages, Fines And Penalties**

Any compensatory damages, fines, penalties, punitive or exemplary or other non-compensatory damages imposed upon the insured. Exemplary or punitive damages are only excluded in jurisdictions where allowable by statute.

**k. Pollution-Related Expenses**

Any loss, cost or expense due to any:

(1) Request, demand, order, statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to or assess the effects of, "pollutants"; or

(2) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects of, "pollutants".

**2. The following is added to Section III – Limits Of Insurance:**

The most that we will reimburse you for the sum of all "product withdrawal expenses" incurred for all "product withdrawals" initiated during the policy period is the amount shown in the Schedule of this endorsement, regardless of the number of:

a. Insureds;

b. "Product withdrawals" initiated; or

c. "Your products" withdrawn.

**3. Section IV – Commercial General Liability Conditions is amended as follows:**

a. Paragraph 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit is replaced by the following:

**2. Duties In The Event Of A Defect Or A Product Withdrawal**

- a. You must see to it that we are notified as soon as practicable of any actual, suspected or threatened "defect" in "your product", or any governmental investigation, that may result in a "product withdrawal". To the extent possible, notice should include:
  - (1) How, when and where the "defect" was discovered;
  - (2) The names and addresses of any injured persons and witnesses; and
  - (3) The nature, location and circumstances of any injury or damage arising out of use or consumption of "your product".

Your obligation to notify us as soon as practicable is satisfied if you send us written notice as soon as practicable after any of your "executive officers", directors, partners, insurance managers or legal representatives become aware of or should have become aware of such actual, suspected or threatened "defect" in "your product", or any governmental investigation, that may result in a "product withdrawal".

- b. If a "product withdrawal" is initiated, you must:
  - (1) Immediately record the specifics of the "product withdrawal" and the date where it was initiated; and
  - (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the "product withdrawal" as soon as practicable.

- c. You must promptly take all reasonable steps to mitigate the expenses associated with a "product withdrawal". Any "profit" that you receive from mitigating the expenses will be deducted from the amount of reimbursement that you will receive for "product withdrawal expenses".
- d. You and any other involved insured must:
  - (1) Immediately send us copies of pertinent correspondence received in connection with the "product withdrawal";
  - (2) Authorize us to obtain records and other information; and
  - (3) Cooperate with us in our investigation of the "product withdrawal".

- b. The following Conditions are added:

**Concealment Or Fraud**

We will not provide "product withdrawal expense" coverage to you or any other insured who, at any time:

- a. Engaged in fraudulent conduct; or
- b. Intentionally concealed or misrepresented a material fact concerning a "product withdrawal" or "product withdrawal expenses" incurred by you.

**Product Tampering Limitation**

When "product tampering" is known, suspected or threatened, a "product withdrawal" will be limited to those batches of "your product" which are known or suspected to have been tampered with.

- 4. The following definitions are added:

- a. "Defect" means a flaw, deficiency or inadequacy that creates a dangerous condition.
- b. "Product tampering" means an act of intentional alteration of "your product" which has caused or is reasonably expected to cause "bodily injury" or physical injury to tangible property other than "your product".

For purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and application software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

- c. "Product withdrawal" means the recall or withdrawal:
  - (1) From the market; or

(2) From use by any other person or organization;

of "your products" or products which contain "your products", because of known or suspected "defects" in "your product" or known or suspected "product tampering" which has caused or is reasonably expected to cause "bodily injury" or physical injury to tangible property other than "your product".

For purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices, or any other media which are used with electronically controlled equipment.

d. "Product withdrawal expenses" means those reasonable and necessary extra expenses, listed below, paid and directly related to a "product withdrawal":

(1) Costs of notification;

(2) Costs of stationery, envelopes, production of announcements and postage or facsimiles;

(3) Costs of overtime paid to your regular non-salary "employees" and costs incurred by your "employees", including costs of transportation and accommodations;

(4) Costs of computer time;

(5) Costs of hiring independent contractors and other temporary employees;

(6) Costs of transportation, shipping or packaging;

(7) Costs of warehouse or storage space; or

(8) Costs of proper disposal of "your products" or products that contain "your products" that cannot be reused, not exceeding your purchase price or your costs to produce the products.

e. "Profit" means the positive gain from business operation after subtracting all expenses.

## **B. EXTENDED PROPERTY DAMAGE – EXPECTED OR INTENDED INJURY**

The following is added to Exclusion 2.a. Expected Or Intended Injury under Section I – Coverages, Coverage A – Bodily Injury And Property Damage Liability:

This exclusion does not apply to "property damage" resulting from the use of reasonable force to protect persons or property.

## **C. LIMITED POLLUTION COVERAGE**

Exclusion 2.f. Pollution, Paragraph (1)(a) of Section I – Coverages, Coverage A – Bodily Injury And Property Damage Liability does not apply to:

1. Materials used by an insured as part of an educational curriculum or educational program;

2. The use and storage of swimming pool chemicals by your "employees", provided the use and storage of such swimming pool chemicals comply with all applicable statutes, ordinances, regulations or license requirements of any federal, state or local government which apply; or

3. The application or use of pesticides or herbicides by your "employees" who are licensed or certified, provided the application of such pesticide or herbicide complies with all applicable statutes, ordinances, regulations or license requirements of any federal, state or local government which apply.

## **D. WATERCRAFT AND NON-OWNED AIRCRAFT**

Exclusion 2.g. Aircraft, Auto Or Watercraft under Section I – Coverages, Coverage A – Bodily Injury And Property Damage Liability is amended as follows:

### **1. Transportation Of Students**

With respect to the transportation of your students, this exclusion also applies to any aircraft, "auto" or watercraft that is hired by an insured, including claims against the insured that allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved any aircraft, "auto" or watercraft that is hired by the insured.

For the purpose of this exclusion, the word hired includes any contract to furnish transportation of your students to and from schools.

## **2. Non-Owned Watercraft**

Paragraph (2) is replaced by the following:

- (2) A watercraft you do not own that is:
- (a) Less than 51 feet long; and
  - (b) Not being used to carry persons or property for a charge.

## **3. Non-Motorized Watercraft And Non-Owned Aircraft**

The following is added:

This exclusion also does not apply to:

- (a) A non-motorized watercraft that is:
- (i) Less than 76 feet long; and
  - (ii) Not being used to carry persons or property for a charge.
- (b) Aircraft not owned by any insured that is rented or loaned to you with a paid crew.
4. If other insurance applies to a loss because of "property damage" to non-owned watercraft or aircraft as described in Paragraphs 2. or 3. above, the insurance provided by this endorsement does not apply, whether the other insurance is primary, excess, contingent or issued on any other basis.

## **E. PROPERTY DAMAGE TO BORROWED EQUIPMENT**

1. The following is added to Exclusion 2.j. Damage To Property under Section I – Coverages, Coverage A – Bodily Injury And Property Damage Liability:

Paragraph (4) of this exclusion does not apply to "property damage" to borrowed equipment while that equipment is:

- a. Not being used to perform operations; and
  - b. Away from an insured's premises.
2. The following is added to Section III – Limits Of Insurance:
- Subject to the General Aggregate limit, the most we will pay for "property damage" to borrowed equipment is the amount shown in the Schedule of this endorsement for each "occurrence".
3. The insurance afforded by Paragraph 1. above is excess over any valid and collectible property insurance (including any deductible) available to the insured, whether primary, excess, contingent or issued on any other basis.

## **F. PROPERTY DAMAGE TO CUSTOMERS' GOODS**

1. The following is added to Exclusion 2.j. Damage To Property under Section I – Coverages, Coverage A – Bodily Injury And Property Damage Liability:

Paragraphs (3), (4) and (6) of this exclusion do not apply to "property damage" to "customers' goods" while on your premises.

2. The following is added to Section III – Limits Of Insurance:
- Subject to the General Aggregate limit, the most we will pay for "property damage" to "customers' goods" is the amount shown in the Schedule of this endorsement for each "occurrence".
3. The insurance afforded by Paragraph 1. above is excess over any valid and collectible property insurance (including any deductible) available to the insured, whether primary, excess, contingent or issued on any other basis.
4. The following definition is added:
- "Customers' goods" means tangible personal property belonging to your customers and left with you for storage, service or repair. "Customers' goods" does not include:

- a. Accounts, bills, currency, deeds, food stamps or other evidences of debt, money, notes or securities. Lottery tickets held for sale are not securities;
- b. Animals;
- c. Contraband, or property in the course of illegal transportation or trade;
- d. Personal property while airborne or waterborne;
- e. Property that is covered under another coverage form of this or any other policy in which it is more specifically described, except for the excess of the amount due (whether you can collect on it or not) from that other insurance;
- f. Vehicles or self-propelled machines that are licensed for use on public roads; aircraft; or watercraft;

This paragraph does not apply to:

- (1) Vehicles or self-propelled machines, other than "autos", you hold for sale; or
- (2) Rowboats or canoes out of water at your premises; or
- g. The following property while outside of buildings:
  - (1) Grain, hay, straw or other crops; and
  - (2) Fences, radio or television antennas (including satellite dishes) and their lead-in wiring, masts or towers, trees, shrubs or plants (other than trees, shrubs or plants held for sale).

#### **G. PROPERTY DAMAGE FROM ELEVATOR USE**

- 1. The following is added to Exclusion 2.j. Damage To Property under Section I – Coverages, Coverage A – Bodily Injury And Property Damage Liability:

Paragraphs (3), (4) and (6) of this exclusion do not apply if such "property damage" arises out of the use of elevators at premises you own, rent, lease or occupy.

- 2. The insurance afforded by Paragraph 1. above is excess over any other valid and collectible insurance which applies to a loss because of "property damage" arising out of the use of elevators, whether such other insurance is primary, excess, contingent or issued on any other basis.

#### **H. PERSONAL AND ADVERTISING INJURY FROM TELEVISED OR VIDEOTAPED MATERIAL**

- 1. Exclusions 2.b. and 2.c. under Section I – Coverages, Coverage B – Personal And Advertising Injury Liability are replaced by the following:

##### **b. Material Published With Knowledge Of Falsity**

"Personal and advertising injury" arising out of oral, written or professionally produced televised or videotaped publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity.

##### **c. Material Published Prior To Policy Period**

"Personal and advertising injury" arising out of oral, written or professionally produced televised or videotaped publication, in any manner, of material whose first publication took place before the beginning of the policy period.

- 2. Paragraphs d. and e. of the definition of "personal and advertising injury" are replaced by the following:

d. Oral, written or professionally produced televised or videotaped publication, in any manner, of material that slanders or libels a person or organization, or disparages a person's or organization's goods, products or services;

e. Oral, written or professionally produced televised or videotaped publication, in any manner, of material that violates a person's right to privacy;

#### **I. PERSONAL AND ADVERTISING INJURY FOR INSUREDS IN MEDIA AND INTERNET TYPE BUSINESSES**

Exclusion 2.j. under Section I – Coverages, Coverage B – Personal And Advertising Injury Liability is amended to include the following:

However, paragraph (1) does not apply to advertising, broadcasting, publishing or telecasting within the scope of the Named Insured's activities as an educational institution.

## **J. SUPPLEMENTARY PAYMENTS – BAIL BONDS, LOSS OF EARNINGS, LEGAL AND MEDIA EXPENSE**

Section I – Coverages, Supplementary Payments – Coverages A And B is amended as follows:

1. Paragraphs 1.b. and 1.d. are replaced by the following:

- b. Up to the amount shown in the Schedule of this endorsement for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to the amount shown in the Schedule of this endorsement because of time off from work.

2. The following is added:

### **Legal And Media Expense**

- a. We will reimburse you for "legal and media expense" you actually incurred and paid because of a "legal or media event" during the policy period. However:
  - (1) We will have no liability to reimburse you for fines, penalties, assessments of costs or other financial awards associated with any such "legal or media event"; and
  - (2) We will only reimburse you for "legal and media expense" actually incurred and paid within 90 days of the "legal or media event".
- b. The maximum we will reimburse you is:
  - (1) The Each Event amount shown in the Schedule of this endorsement for any one "legal or media event"; and
  - (2) The Annual Aggregate amount shown in the Schedule of this endorsement for the sum of all "legal or media events" during the policy period.
- c. If any other coverage provides reimbursement of similar legal expenses or medical expenses, the coverage provided by this endorsement will apply as excess over such other coverage.
- d. The following definitions are added:
  - (1) "Legal or media event" means any criminal investigation, criminal complaint, indictment, administrative hearing, licensing hearing or regulatory agency proceeding relating to the alleged violation or infringement of one or more state or federal statutes or regulations regarding:
    - (a) Child abuse;
    - (b) Premises contamination at your facility;
    - (c) Closure of your facility by order of the Board of Health due to discovery or suspicion of contaminated food that has been served to your clients;
    - (d) An actual, attempted, or threatened violent act committed on your premises that results in physical injury or death, including sexual assault, kidnapping, criminal use of weapons on your premises, and stalking of your clients;
    - (e) An actual incident occurring at your premises involving an explosion, fire, construction accident, or equipment failure; or
    - (f) Your operations intended to protect the rights or safety of children and/or children in child care facilities."Legal or media event" includes significant adverse local, regional or national news media coverage of you relating to the adverse "legal or media event".  
However, "legal or media event" does not include any actual or threatened "suit" or claim.
  - (2) "Legal and media expense" means reasonable fees and necessary costs incurred by you for:



- (2) Until your legal representative has been appointed.
- d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
- e. Any student body or parent-teacher organizations authorized by the Named Insured, but only while:
  - (1) Under the supervision required by your governing board; and
  - (2) Performing services or activities authorized by you.
- f. Any student teacher while teaching as part of their educational requirements and acting within the scope of their duties.
- g. Spouses of your directors and trustees, but only to the extent that they are involved in a claim or "suit" solely because of their status as a spouse and such claim or "suit" seeks to recover from marital community property, jointly held property or property transferred from an insured to the spouse. No coverage is provided for any "occurrence" or offense caused or committed by a spouse.
- h. Any affiliated organizations, boards, commissions, foundations or endowments, or any other current or former controlled organization or subsidiary, provided the Named Insured owns or controls at least 51% of such entity.

This insurance shall not apply to any entity that is already insured under any other insurance provided by any company or that would be an insured but for the exhaustion of its limits of insurance.

2. Paragraph 3.a. is replaced by the following:

- a. Coverage for your newly acquired or formed organization shall be:
  - (1) Effective on the date of acquisition or formation; and
  - (2) Afforded until the end of the policy period of this Coverage Form.

**L. AUTOMATIC ADDITIONAL INSURED**

The following paragraphs are added to Section II – Who Is An Insured:

1. The following are also insureds under this policy, subject to the following provisions:

**a. When Required By Contract Or Agreement**

Any person or organization to whom you are required by written contract, agreement, permit or authorization to provide insurance, but only if the contract, agreement, permit or authorization is in effect during the policy period shown in the Declarations and was executed prior to the "bodily injury", "property damage" or "personal and advertising injury". However:

- (1) The person or organization is an insured only to the extent you are held liable due to:
  - (a) The ownership, maintenance or use of that part of premises you own, rent, lease or occupy, subject to the following additional provisions:
    - (i) This insurance does not apply to any "occurrence" which takes place after you cease to be a tenant in any premises leased to or rented to you; and
    - (ii) This insurance does not apply to any structural alterations, new construction or demolition operations performed by or on behalf of the person or organization;
  - (b) Your ongoing operations for that insured, whether the work is performed by you or for you;
  - (c) The maintenance, operation or use by you of equipment leased to you by such person or organization, subject to the following additional provisions:
    - (i) This insurance does not apply to any "occurrence" which takes place after the equipment lease expires or you cease to lease that equipment; and
    - (ii) This insurance does not apply to "bodily injury" or "property damage" arising out of the sole negligence of such person or organization;
  - (d) Permits or authorizations issued by any state or political subdivision with respect to operations performed by you or on your behalf, subject to the following additional provision:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for that state or municipality.

- (2) The insurance with respect to any architect, engineer or surveyor does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional services by or for you, including:
  - (a) The preparing, approving or failure to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; and
  - (b) Supervisory, inspection or engineering services.
- (3) This insurance does not apply to "bodily injury" or "property damage" included within the "products-completed operations hazard".
- (4) This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional services.
- (5) This insurance does not apply to any insured person or organization if the loss, cost, injury or damage is otherwise excluded from coverage under this insurance, including any endorsements made a part of this policy.
- (6) A person's or organization's status as an insured under this endorsement ends when your operations for that insured are completed.
- (7) This insurance does not apply to any person or organization included as an insured by an endorsement issued by us or otherwise made part of this insurance.
- (8) No coverage will be provided if, in the absence of this endorsement, no liability will be imposed by law on you. Coverage will be limited to the extent of your negligence or fault according to the applicable principles of comparative fault.

This Additional Insured provision does not apply to managers or lessors of premises; mortgagees, assignees or receivers; or vendors.

**b. Managers Or Lessors Of Premises**

Any person or organization who leases to you or manages property you rent or lease, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf in connection with that part of the premises leased or rented to you and shown on the Declarations.

The following additional exclusions apply to such managers or lessors of premises:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises.
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) who leases to you or manages property you rent or lease.

**c. Mortgagees, Assignees Or Receivers**

Any person or organization with respect to their liability as mortgagee, assignee or receiver and arising out of the ownership, maintenance or use of premises by you. However, this insurance does not apply to structural alterations, new construction or demolition operations performed by or for that person or organization.

**d. Vendors**

Any vendor with whom you have agreed in a written contract or agreement to provide insurance, but only if the contract or agreement is in effect during the policy period shown in the Declarations and was executed prior to the "bodily injury" or "property damage", and only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business.

- (1) The following additional exclusions apply to such vendors:

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor;
- (h) Any failure to maintain the product in a merchantable condition; or
- (i) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
  - (i) The exceptions contained in subparagraphs (d) or (f); or
  - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container entering into, accompanying or containing such products.
- (3) This insurance does not apply to any vendor included as an insured by an endorsement issued by us or otherwise made a part of this insurance.
- (4) This insurance does not apply if "bodily injury" or "property damage" included in the "products-completed operations hazard" is excluded either by the provisions of this insurance or by endorsement.

2. The insurance provided to such automatic additional insureds:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insureds.

3. With respect to the insurance afforded to such automatic additional insureds, the following is added to Section III – Limits Of Insurance:

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

- a. Required by the contract or agreement; or
- b. Available under the applicable limits of insurance shown in the Declarations, whichever is less.

The insurance afforded to the additional insured does not increase the applicable limits of insurance shown in the Declarations.

**M. EACH LOCATION AND EACH PROJECT AGGREGATES**

The following is added to Section III – Limits Of Insurance:

1. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Coverage A, and for all medical expenses caused by accidents under Coverage C, which can be attributed only to operations at a single designated covered "location" or covered construction project:
  - a. A separate Each Location or Each Project Aggregate limit applies to each covered "location" or covered construction project, and that limit is equal to the General Aggregate limit shown in the Declarations.
  - b. The Each Location or Each Project Aggregate limit is the most we will pay for the sum of all damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage C, regardless of the number of:
    - (1) Insureds;
    - (2) Claims made or "suits" brought; or
    - (3) Persons or organizations making claims or bringing "suits".
  - c. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the Each Location or Each Project Aggregate limit for each covered "location" or covered project for which payment is made. Such payments shall not reduce the General Aggregate limit shown in the Declarations nor shall they reduce any other covered "location" or covered project's general aggregate.
  - d. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate limit shown in the Declarations, such limits will be subject to the applicable Each Location or Each Project Aggregate limit.
2. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Coverage A, and for all medical expenses caused by accidents under Coverage C, which cannot be attributed only to ongoing operations at a covered "location" or covered project:
  - a. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the amount available under the General Aggregate limit or the Products-Completed Operations Aggregate limit, whichever is applicable; and
  - b. Such payments shall not reduce any Each Location or Each Project Aggregate limit.
3. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate limit, and not reduce the General Aggregate limit nor the Each Location or Each Project Aggregate limit.
4. If the applicable covered construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
5. For the purposes of this section of this endorsement, "location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.
6. The provisions of Section III – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

**N. DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT**

The following is added to Condition 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit under Section IV – Commercial General Liability Conditions:

Your obligation to notify us as soon as practicable of an "occurrence", offense, claim or "suit" is satisfied if you send us written notice as soon as practicable after any of your "executive officers", directors, partners, insurance managers or legal representatives become aware of or should have become aware of such "occurrence", offense, claim or "suit".

**O. UNINTENTIONAL FAILURE TO DISCLOSE ALL HAZARDS**

The following is added to Condition 6. Representations under Section IV – Commercial General Liability Conditions:

If you unintentionally fail to disclose all hazards prior to the beginning of the policy period of the Coverage Form, we shall not deny coverage under this Coverage Form because of such failure.

**P. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

The following is added to Condition 8. Transfer Of Rights Of Recovery Against Others To Us under Section IV – Commercial General Liability Conditions:

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations or “your work” done under a contract with that person or organization and included in the “products-completed operations hazard”. This waiver applies only to the person or organization with whom you have agreed in a written contract prior to an “occurrence” to waive such rights.

#### **Q. EXPANDED COVERAGE TERRITORY**

1. The following is added to Section IV – Commercial General Liability Conditions:

##### **Expanded Coverage Territory**

- a. If a “suit” is brought in a part of the “coverage territory” that is outside the United States of America (including its territories and possessions), Puerto Rico or Canada, and we are prevented by law, or otherwise, from defending the insured, the insured will initiate a defense of the “suit”. We will reimburse the insured, under Supplementary Payments, for any reasonable and necessary expenses incurred for the defense of a “suit” seeking damages to which this insurance applies, that we would have paid had we been able to exercise our right and duty to defend.

If the insured becomes legally obligated to pay sums because of damages to which this insurance applies in a part of the “coverage territory” that is outside the United States of America (including its territories and possessions), Puerto Rico or Canada, and we are prevented by law, or otherwise, from paying such sums on the insured’s behalf, we will reimburse the insured for such sums.

- b. All payments or reimbursement we make for damages because of judgments or settlements will be made in United States currency at the prevailing exchange rate at the time the insured became legally obligated to pay such sums. All payments or reimbursements we make for expenses under Supplementary Payments will be made in United States currency at the prevailing exchange rate at the time the expenses were incurred.
- c. Any disputes between you and us as to whether there is coverage under this policy must be filed in the courts of the United States of America (including its territories and possessions), Puerto Rico or Canada.
- d. The insured must fully maintain any coverage required by law, regulation or other governmental authority during the policy period, except for the reduction of the aggregate limits due to payments of claims, judgments or settlements. Failure to maintain such coverage required by law, regulation or other governmental authority will not invalidate this insurance. However, this insurance will apply as if the required coverage by law, regulation or other government authority was in full effect.
- e. This insurance is excess over any other insurance, whether primary, excess, contingent or on any other basis:
- (1) If the insured’s liability to pay damages is determined in a “suit” brought outside the United States of America (including its territories and possessions), Puerto Rico or Canada; or
  - (2) That is coverage required by law, regulation or other governmental authority in a part of the “coverage territory” that is outside the United States of America (including its territories and possessions), Puerto Rico or Canada.

2. Definition 4. “coverage territory” is replaced with the following:

4. “Coverage territory” means any part of the world with the exception of any country or jurisdiction which is subject to trade or other economic sanction or embargo by the United States of America.

#### **R. LIBERALIZATION CLAUSE**

The following is added to Section IV – Commercial General Liability Conditions:

##### **Liberalization Clause**

If we adopt any revision that would broaden coverage under this Coverage Form without additional premium, the broadened coverage will immediately apply to this Coverage Form as of the day the revision is effective in your state.

#### **S. MENTAL ANGUISH RESULTING FROM BODILY INJURY**

Definition 3. “bodily injury” is replaced by the following:

3. “Bodily injury” means:

- a. Bodily injury, sickness or disease sustained by a person, including mental anguish or emotional distress resulting from any of these; and
- b. Death resulting from bodily injury, sickness or disease.

**T. BROADENED DEFINITION OF MOBILE EQUIPMENT**

The following is added to Paragraph f.(1) of Definition 12. "mobile equipment":

This shall not apply to self-propelled vehicles of less than 1,000 pounds gross vehicle weight.

All other terms and conditions remain unchanged.

Exhibit I

**STATEMENT OF QUALIFICATIONS**

**INSERT HERE**



## **Statement of Qualifications**

Founded in 1994, Alternatives in Action is a non-profit which works with East Bay youth who have leadership potential and prepares them for college, career and community involvement. Through this work, Alternatives in Action envisions generations of young adults inspired and prepared to take meaningful action that positively transforms their lives and their communities.

Alternatives in Action makes this vision come alive through a range of programs, including its charter high school, Alternatives in Action High School; its Early Childhood Education Center that also provides career training for high school youth; and comprehensive school initiatives at four sites: McClymonds High School in West Oakland, Life Academy in East Oakland, Fremont High School in East Oakland and Alternatives in Action High School in East Oakland. In total, Alternatives in Action develops the leadership potential and provides school-linked services to over 1,300 youth with another 500 children and youth benefitting from the community-based projects and events created by Alternatives in Action youth.



## EXHIBIT J

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

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

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

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

OAKLAND UNIFIED SCHOOL DISTRICT

- 
- President, Board of Education
  - Superintendent or Designee

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Secretary, Board of Education

AGENCY

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EMPLOYEE

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**Alternatives in Action**  
WHERE YOUTH CHOOSE TO LEAD

March 28, 2018

**Martha Peña**  
Coordinator, Expanded Learning Programs  
Community Schools & Student Services  
Oakland Unified School District  
746 Grand Ave  
Oakland, CA 94610

To Whom It May Concern:

Alternatives in Action verifies that all employees, volunteers, and agents working in OUSD after school programs will have fingerprint clearance through the Department of Justice and FBI, and will also have TB clearance before they begin work on OUSD school sites.

Thank you,

Patricia Murillo  
Executive Director

**Alternatives in Action Administrative Offices** 3666 Grand Avenue, Suite A, Oakland, CA 94610 Tel. 510.285.6290

**Alternatives in Action High School and Seminary Neighborhood Youth & Family Center**

6221 E. 17th Street, Oakland, CA 94621 Tel. 510.748.4314

**Alternatives in Action at Fremont High School** 4610 Foothill Boulevard, Oakland, CA 94601 Tel. 510.434.2020 ext. 133

**Alternatives in Action at Life Academy of Health & Bioscience** 2101 35th Avenue, Oakland, CA 94601 Tel. 510.535.7138

**Alternatives in Action at McClymonds Youth & Family Center** 2607 Myrtle Street, Oakland, CA 94607 Tel. 510.874.3787

[alternativesinaction.org](http://alternativesinaction.org)

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

**Search Term : alternatives\* in action\***  
**Record Status: Active**

**No Search Results**



## MEMORANDUM OF UNDERSTANDING ROUTING FORM 2018-2019

### 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	Alternatives in Action	Agency's Contact Person	Patricia Murillo		
Street Address	3666 Grand Avenue, Suite A		Title	Executive Director	
City	Oakland		Telephone	510-285-6290	
State	CA	Zip Code	94610	Email	pmurillo@alternativesinaction.org
OUSD Vendor Number	1000606				
Attachments	<input checked="" type="checkbox"/> Proof of general liability and workers' compensation insurance <input checked="" type="checkbox"/> Statement of qualifications <input checked="" type="checkbox"/> Program Planning Tool and Budget <input checked="" type="checkbox"/> Printout showing this vendor does not appear on the Excluded Parties List. ( <a href="http://www.sam.gov/portal/public/Sam/">www.sam.gov/portal/public/Sam/</a> )				

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

Anticipated Start Date	August 1, 2018	Date work will end	July 31, 2019	Total Contract Amount	\$ 182,777.00
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### Budget Information

Resource #	Resource Name	Org Key #	Object Code	Amount	Req. #
4124	21st C ASSETs Core		5825	\$ 148,421.00	
4124	21st C ASSETs Eq Acc		5825	\$ 17,178.00	
4124	21st C ASSETs Fam Lit		5825	\$ 17,178.00	
			5825	\$	

### OUSD Contract Originator Information

Name of OUSD Contact	Jarod Scott	Email	jarod.scott@ousd.org	
Telephone	510-238-8607	Fax	510-874-3796	
Site/Dept. Name	303/McClymonds High School	Enrollment Grades	9	through 12

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

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

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

Please sign under the appropriate column.	Approved	Denied – Reason	Date
1. Site Administrator			
2. Resource Manager			6/27/18
3. Network Superintendent/Deputy Chief/Exec Dir.			7/13/18
4. Cabinet (CAO, SBO, CFO)			7/13/18
5. Board of Education or Superintendent			
Procurement	Date Received		