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**OAKLAND UNIFIED
SCHOOL DISTRICT**

Community Schools, Thriving Students

Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent

Board Meeting Date _____
(To be completed by Procurement)

Subject Memorandum of Understanding - Higher Ground Neighborhood Development Corp. (contractor) - 125/New Highland Academy (site/department)

Action Requested Approval by the Board of Education of the Memorandum of Understanding between the District and Higher Ground Neighborhood Development Corp. Services to be primarily provided to 125/New Highland Academy for the period of August 1, 2018 through July 31, 2019.

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

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

Discussion
One paragraph summary of the scope of work.

Approval by the Board of Education of a Memorandum of Understanding 2018-2019 between the District and Higher Ground Neighborhood Development Corp., 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 New Highland Academy's comprehensive After School Program, for the period of August 1, 2018 through July 31, 2019, in an amount not to exceed \$102,518.00.

Recommendation Approval by the Board of Education of a Memorandum of Understanding between the District and Higher Ground Neighborhood Development Corp. for the latter to provide Arts, Recreation, Leadership and Family Literary activities in its capacity as a Comprehensive After School Program Lead Agency at New Highland Academy for the period August 1, 2018 through July 31, 2019.

Fiscal Impact Funding resource name (please spell out): 6010/After School Education and Safety (ASES) Grant in an amount not to exceed \$102,518.00.

Attachments

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



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

Legislative File ID No. 18-1348

Department: After School Program, New Highland Academy

Vendor Name: Higher Ground Neighborhood Development Corp

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

Annual Cost: \$ 102,518.00

Approved by: Martha Pena

Is Vendor a local Oakland business? Yes No

Why was this Vendor selected?

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

Summarize the services this Vendor will be providing.

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

Was this contract competitively bid? Yes No

If No, answer the following:

1) How did you determine the price is competitive?

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

2) Please check the competitive bid exception relied upon:

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

**After School Template for Elementary and Middle Schools
Memorandum of Understanding 2018-2019
Between Oakland Unified School District and
Higher Ground Neighborhood Development Corp**

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 Higher Ground Neighborhood Development Corp ("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 125/New Highland Academy under the following grants:
 - After School Education and Safety Program ("ASESP")
 - California Department of Education ("CDE") 21st Century Community Learning Center (21st CCLC)
 - Oakland Fund for Children and Youth - This MOU will also outline services provided on OUSD school grounds through the Oakland Fund for Children and Youth ("OFCY") After-School Initiative funds that shall be utilized as matching funds to CDE ASESP and 21st CCLC funds.
 - Private grants

2. **Term of MOU.** The term of this MOU shall be August 1, 2018 through July 31, 2019. The term may be extended by written agreement of both parties.

3. **Termination by OUSD.** OUSD may at any time terminate this MOU for any or no reason upon not less than five (5) days written notice to AGENCY. OUSD shall compensate AGENCY for services satisfactorily provided through the date of termination. In addition, OUSD may terminate this MOU for cause should AGENCY fail to perform any part of this MOU. In the event of termination for cause, OUSD may secure the required services from another contractor. If OUSD's cost of procuring services from another contractor exceeds the cost of providing the services pursuant to this MOU, AGENCY shall pay the additional cost.
 - a) **No Premature Termination by AGENCY** AGENCY hereby certifies that it is willing and able to provide required services for the full term of the MOU. AGENCY will not be permitted to unilaterally terminate the MOU or cease providing required services prior to completing the full term unless OUSD approves any change and/or unless OUSD deems immediate removal of AGENCY is necessary for cause. In the event AGENCY ceases to provide required services prior to the end of the MOU term, or is terminated for cause, OUSD may secure the required services from another contractor. If OUSD's cost of procuring services from another contractor exceeds the cost of providing the services pursuant to this MOU, or OUSD is unable to secure required services from another contractor, AGENCY shall pay any additional cost. If OUSD suffers any loss of funding or other program consequences attributable to AGENCY's premature termination, AGENCY shall pay any additional cost in addition to any damages otherwise due under this MOU.
 - b) **Advance Notice by AGENCY for Coming School Year.** AGENCY must provide advance notice to Principal and OUSD After School Programs Office by the end of the first semester if AGENCY cannot continue providing after school lead agency services for the succeeding school year. This date allows the school site to have sufficient time to find a new lead agency partner, and enables OUSD to work to preserve after school grant funding (including OFCY city funding) for the school.

4. **Compensation. Contingent on OUSD receipt of California Department of Education and/or U.S. Department of Education after school grant funds and subject to grant funding levels, the ASESP and 21st CCLC grant award amount for Higher Ground Neighborhood Development Corp is \$ 102,518.00.** AGENCY shall be entitled to compensation from these funds in accordance with the following terms and conditions:

- 4.1. **Total Compensation.** Subject to the provisions of 4.2 Positive Attendance and the provisions of 4.3 Administrative Fee and subject to AGENCY compliance with MOU requirements, AGENCY shall receive the amount of the grant award less OUSD's administrative fees and other site costs agreed to by the Site Administrator and AGENCY. Penalties may be assessed or payments withheld for non-compliance, including but not limited to MOU requirements, attendance reporting, fiscal invoicing, full participation at OUSD required meetings and trainings and in continuous quality improvement efforts.
- 4.2. **Positive Attendance.** Payment for services rendered related to the ASEP and 21st CCLC grants shall be based on actual student attendance rates (\$8.19 a day per student through ASEP and \$7.50 a day per student through 21st CCLC), not estimates, as those programs are "positive attendance based." OUSD reserves the right to modify the annual core allocation based on reported attendance. In the event that payments made to AGENCY exceed the reported attendance for the Core grant, the AGENCY will return payments to OUSD at the rate of \$8.19 a day for ASEP and \$7.50 a day for 21st CCLC per student. Documentation of attendance must be submitted through the OUSD/OFY attendance systems in order for invoices for payment of services for the ASEP and 21st CCLC grants to be processed. Exhibit A ("Attendance Reporting Schedule 2018-2019")
- 4.2.1. **Reconciliation Process for Positive Attendance Based Grant Funds.** OUSD will adjust the payment of the "positive attendance based" grants based on quarterly review of monthly invoices and attendance for services rendered related to the ASEP, 21ST CCLC (Core Grant) for any adjustments resulting from the reconciliation of the attendance reports for that quarter's months. The attendance reconciliation process will assess the program's performance with respect to the required compliance with the grant mandated attendance rates. Based on the review, financial adjustments of additional payment or additional withholding will be made. Any remaining balance(s) will be forwarded to AGENCY or OUSD. Any adjustment required in excess of the withholding will necessitate additional adjustments to future invoices and payments.
- 4.2.2. **Administrative Charges and Reconciliation.** Reconciliation process for positive attendance based grants must factor in the subtraction of administrative and other OUSD central charges, as outlined in section 4.3, from any grant amounts earned through attendance (OUSD indirect, custodial, evaluation, and After School Programs Office administrative and training/technical assistance fees).
- 4.3. **OUSD Administrative Fees.** OUSD shall charge and withhold up to 14% from the overall ASEP and 21st Century grant awards for central indirect, administrative, custodial, evaluation, and direct service training and technical assistance.
- 4.4. **AGENCY Administrative Fees.** AGENCY understands and agrees that it may not charge more than 4% of the total contract amount as administrative fees and that its administrative fees must be set at an appropriate dollar amount to keep the ASEP and 21st Century grants within the grant-mandated allowable 15% for total indirect/administrative costs. The agency administrative fees charged to the ASEP and 21st CCLC grants must be used for direct administrative costs and cannot be used for agency indirect costs. Direct administrative costs consist of expenditures for administrative activities that provide a direct benefit to the ASEP and 21st CCLC programs. Indirect costs consist of expenditures for administrative activities that are necessary for the general operation of the agency, but that cannot be tied to the ASEP and 21st CCLC programs.
- 4.5. **Program Budget.** The grant will remain as part of the site budget. Funds will be encumbered from the site budget on behalf of AGENCY for the school year 2018-2019 and will not exceed \$ 102,518.00 in accordance with Exhibit B. **Exhibit B** ("ASEP/21st CCLC Planning Tool/Comprehensive After School Program Budget for AGENCY 2018-2019").
- 4.6. **Modifications to Budget.** Any modifications to the approved grant budget must be approved by OUSD, AGENCY, and CDE before expenditures of funds for modified line items are authorized. Except as expressly set forth herein, OUSD shall not be liable to AGENCY for any costs or expenses paid or incurred by AGENCY in performing services for OUSD. The granting of any payment by

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

4.7. **Program Fees.** The intent of the ASEP and 21st CCLC programs is to establish local programs that offer academic assistance and enrichment for students in need of such services regardless of their ability to pay. Though it is not against the rules to charge fees for participation in programs, the CA Department of Education discourages it because it could exclude students in need from attending and taking advantage of the after school program. Fees should not create a barrier to participation in the after school program. After school services must be equally accessible to all students targeted for services regardless of their ability to pay. Programs that propose to charge fees may not prohibit any family from participating based on their inability to pay and must offer a sliding scale of fees and scholarships for those who could not otherwise afford to participate. Any income collected from fees must be used to fund program activities specified in the grant application. AGENCY shall do full accounting of fees collected, and documentation shall be kept for 5 years for auditing purposes. If AGENCY decides to charge fees, this decision shall be made collaboratively with the Site Administrator, and AGENCY shall work collaboratively with the Site Administrator and parent leaders to develop an appropriate program fee structure for the school community. AGENCY shall provide the OUSD After School Programs Office with written documentation of the program fee structure prior to charging any program fees, and shall provide OUSD with additional documentation upon request, to ensure grant compliance. 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 125/New Highland Academy, will be responsible for operations and management of the ASEP, 21st CCLC, OFCY, and private grants contracted to AGENCY by OUSD for fiscal year 2018-2019. This shall include the following required activities:

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

5.1.1. **Alignment with Single Plan for Student Achievement ("Site Plan").** AGENCY will ensure the after school program aligns with OUSD and 125/New Highland Academy and objectives to ensure the success of students as articulated in the Site Plan. AGENCY will work in partnership with the school principal to ensure that the program components are aligned with and complement OUSD standards and school site curriculum.

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

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

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

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

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

5.3. **Enrollment.** AGENCY will enroll K through 5th grade students at 125/New Highland Academy , to serve sufficient number of students and run services for a sufficient number of days to earn the full core grant allocation of funding.

5.4. **Program Requirements**

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

5.4.2. **Program Days.** The program shall be offered a minimum of 177 - 180 days during the 2018 – 2019 school year. AGENCY will close the ASEP and 21st CCLC program no more than a maximum of 3 days in the 2018-2019 school year for staff professional development, as permitted by Education Code. Programs that receive 21st CCLC Supplemental grant funds or private funding for summer shall additionally operate a sufficient number of days and hours in the summer, on weekends, and during intercession in the manner prescribed by the grant legislation and/or funder, in order to meet attendance goals required by the CA Department of Education and/or the funder.

5.4.3. **Program Components.** AGENCY agrees to provide programming that supports the guidelines as outlined in the ASEP and 21st CCLC grants for students at 125/New Highland Academy . AGENCY acknowledges and agrees to provide programming consistent with grant guidelines understanding that:

- **Educational and Literacy.** An educational and literacy element that must provide tutoring and/or homework assistance designed to help students meet state standards in one or more of the following core academic subjects: reading/language arts, mathematics, history and social studies, or science. A broad range of activities may be implemented based on local student needs and interests.
- **Enrichment.** The enrichment element must offer an array of additional services, programs and activities that reinforce and complement the school's academic program. Enrichment may include but is not limited to arts, youth development, leadership, recreation, sports, music, career awareness, college interest, service learning and other youth development activities based upon student needs and interests. All programs must offer both enrichment and recreation/physical fitness activities as core components of the after school program, and summer program if summer program is provided.
- **Family Literacy Services.** In all programs receiving 21st CCLC grant funds, AGENCY shall assess the need for family literacy services among adult family members of the students to be served by the program. All programs will, at a minimum, either refer families to existing services or coordinate with local service providers to deliver literacy and educational development services.
- **Equitable Access Programming.** AGENCY shall include a component for students at 125/New Highland Academy to support full access to program components.
- **Supplemental and Summer Services.** In all programs receiving 21st CCLC Supplemental grant funds or private funding for summer, AGENCY will provide educational and enrichment

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

- **Middle School Sports League Activities.**

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

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

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

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

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

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

5.4.3.1.5. Provide annual training to AGENCY.

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

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

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

5.4.3.2.3. Ensure meal count is accurate;

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

5.4.3.2.5. Return leftovers to cafeteria;

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

5.4.3.2.7. Ensure that meals are not removed from campus

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

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

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

5.4.3.3.2. Snacks are ordered and not picked up

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

5.4.3.4.1. Snack: \$1.00

5.4.3.4.2. Supper: \$3.50

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

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

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

5.5.1. **Accountability Reports.** AGENCY will provide OUSD with the following set of program accountability reports:

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

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

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

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

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

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

5.7.1. AGENCY will train staff and agents in required Incident and Injury Reporting and Crisis Response Protocols. All accidents or injuries to after school program participants, visitors or staff must be reported via email to ousdincidents@ccmsi.com 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 125/New Highland Academy
- OUSD After School Programs Office
- OUSD central administration departments
- Parents/Guardians
- Youth
- Community organizations and public agencies

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

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

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

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

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

6.1.1. a full description of the trip and scheduled activities

6.1.2. student/adult participant health information

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

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

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

- 6.8. AGENCY must have reasonable confirmation that all organizations involved in the trip have demonstrated expertise and exhibit reasonably safe and reputable operating procedures and business practices appropriate to student trips.
- 6.9. Vendor is licensed to provide all proposed activities.
- 6.10. All after school program student participants on field trips, off site events or activities must be covered by medical or accident insurance. (See Incident and Injury Reporting and Accident Insurance above.)

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

6.11.1. Definition of High Risk Activities

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8. **Invoicing**

- 8.1. **Billing Structure.** AGENCY shall only invoice for actual expenditures incurred. Supporting documentation must be presented along with monthly invoices upon request. Billing details must be provided upon request to OUSD to ensure compliance with related sub recipient and grant guidelines.
- 8.2. **Unallowable Expenses.** AGENCY may not purchase computers or capital equipment using ASES, 21st Century Core Grant, 21st Century Direct Access, or 21st Century Family Literacy funds.
- 8.3. **Invoice Requirements.** AGENCY will submit invoices with evidence of the following staff qualifications for each AGENCY employee and AGENCY agent, including employees of subcontracting agencies and volunteers: TB Clearance, current CA Department of Justice and FBI fingerprint clearance, and Instructional Aide requirement. AGENCY will utilize the required OUSD invoicing and staff qualifications form (**Exhibit F**) for regular invoice submission.
- 8.4. **Submission of Invoices.** AGENCY must submit invoices to OUSD on a timely and regular basis for services rendered. OUSD will not accept invoices submitted more than thirty days beyond the end of each fiscal quarter. No invoices will be accepted more than 30 days past the end of June 30 of the contractual fiscal year. AGENCY must also submit invoices according to specific invoicing deadlines as outlined by OUSD to ensure timely processing. (**Exhibit G**)
- 8.5. **Submission of Invoices for ASEP and 21st Century Grants.** For services rendered related to the ASEP and 21st CCLC grants, OUSD shall pay AGENCY, on a monthly basis, for appropriately documented expenses related to the ASEP and 21st CCLC grants, with a cumulative total for 2018-2019 not to exceed \$102,518.00 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 2018-2019 fiscal year to reflect additional changes resulting from such legislation.

11. Conduct of Consultant

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

OAKLAND UNIFIED SCHOOL DISTRICT

Aimee Eng

6/28/18

- President, Board of Education
 State Administrator
 Superintendent

Date

AGENCY

Amber Blackwell 6/28/18
Agency Director Signature Date

Amber Blackwell, Admin ops
Print Name, Title
Director

[Signature]

6/28/18

Secretary,
Board of Education

Date

[Signature]

Executive Director
Community Schools and Student Services Dept.

Date

[Signature]

Principal

5/31/18
Date

[Signature]

Network Superintendent

6/5/19
Date

Date

[Signature]

Chief Academic Officer
Continuous School Improvement

4/5/18
Date

Date

Attachments:

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

MOU template approved by Legal April, 2018

Exhibit A

Attendance Reporting Schedule

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

Exhibit B

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

(Template distributed separately)

INSERT HERE

2018-19 AFTER SCHOOL BUDGET PLANNING SPREADSHEET

ELEMENTARY & MIDDLE SCHOOLS 6/3/2018

Site Name: New Highland	ASES	21CCLC Core	21CCLC Equitable Access	21CCLC Family Literacy	21CCLC Supplemental Programming School Year only	OF-CY Match Funds (if applicable)	Other Lead Agency Funds
Site # 125.00	Response to Intervention (RtI)	Response to Intervention (RtI)	Response to Intervention (RtI)	Response to Intervention (RtI)	Response to Intervention (RtI)	Response to Intervention (RtI)	Response to Intervention (RtI)
Range # of students to be served daily (ADA)	0.00	0.00	0.00	0.00	0.00	72,000.00	0.00
TOTAL GRANT AWARD	122,850.00	0.00	0.00	0.00	0.00	72,000.00	0.00
CENTRAL COSTS (PERSONNEL, MATERIALS, ETC.)	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CUSTOMER SUPPLIES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
QUALIFIED PERSONNEL	185,518.65	0.00	0.00	0.00	0.00	0.00	0.00
1120 Quality Support Coach/Academic Liaison (REQUIRED)	2,500.00	0.00	0.00	0.00	0.00	0.00	0.00
1120 Certified Teacher Extended Contracts- math or ELA academic intervention (required for AIS)	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1120 Certified Teacher Extended Contracts- ELL supports Intervention (recommended for AIS)	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL	2,500.00	0.00	0.00	0.00	0.00	0.00	0.00
CLASSIFIED PERSONNEL	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2205 Site Coordinator (1st term, if district employee)	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2220 SSO (optional)	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00
MATERIALS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
3000's Employee Benefits for Classified Teachers on Extended Contract (benefits at 20%)	500.00	0.00	0.00	0.00	0.00	0.00	0.00
3000's Employee Benefits for Classified Staff on Extra Employment Benefits at 22%	0.00	0.00	0.00	0.00	0.00	0.00	0.00
3000's Employee Benefits for Salaried Employees (benefits at 42%)	0.00	0.00	0.00	0.00	0.00	0.00	0.00
3000's Lead Agency benefits (ratio: 23%)	500.00	0.00	0.00	0.00	0.00	9,692.88	0.00
TOTAL	1,000.00	0.00	0.00	0.00	0.00	9,692.88	0.00
BOOKS AND SUPPLIES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4310 Supplies (OUISD only, except for Summer Supplemental Curriculum (OUISD only))	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5228 Field Trips	0.00	500.00	0.00	0.00	0.00	4,033.16	0.00
4420 Equipment (OUISD only)	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Bus tickets for students	668.00	0.00	0.00	0.00	0.00	0.00	0.00
District professional development on district PD days (Bridging the Bay conference, Youth Work Methods trainings)	2,500.00	0.00	0.00	0.00	0.00	4,033.16	0.00
STEM materials	0.00	0.00	0.00	0.00	0.00	2,016.50	0.00
TOTAL	3,168.00	500.00	0.00	0.00	0.00	10,782.70	0.00
CONTRACTED SERVICES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5625 Site Coordinator (1, FTE + 22% benefits)	0.00	32,778.72	0.00	0.00	0.00	7,495.04	0.00
5625 Literacy academic instructors (110hr/yr x 20% + 20%)	0.00	19,275.96	0.00	0.00	0.00	7,156.00	0.00
5625 Math academic instructors (824hrs/yr x 20% + 20%)	0.00	12,361.60	0.00	0.00	0.00	5,379.00	0.00
5625 1 year graduate college term (50 hrs/yr x 20% + 20%)	0.00	3,062.00	0.00	0.00	0.00	2,678.00	0.00

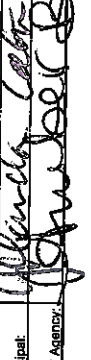
Agency/Item	Q1	Q2	Q3	Q4	YTD	Match	Agency	Match	Total
5925 1 college graduate intern (831 hrs/yr x 20.00 @ \$20/wk)					4,523.85				4,523.85
5925 Alex Hutchinson (32 hrs/yr x \$65.00/hr @ 8 wks)									2,090.00
5925 Leo Kincaid (32 hrs x \$60/hr @ 8 wks)									1,920.00
5925 Talk of the Town (48.2 hrs/yr x 60/hr @ 6 wks)									2,852.91
5925 4 MS & HS career/college interns					987.52				987.52
1 College career readiness incubator (569.66 hrs/yr x 20.00/hr x 2.1% @ 42 wks)					5,900.50				5,900.50
5925 1 RJ Lead Facilitator (388 hrs/yr x 20.00/hr @ 32 wks)					7,960.00				7,960.00
5925 5 hrs each week of 30 min checks to the site - cap @ 2%					5,400.00				5,400.00
5925 5 hrs time to participate in community improvement meetings and meetings (required)					3,947.14				3,947.14
TOTAL SERVICES					26,847.46				26,847.46
LEAD AGENCY ADMINISTRATIVE COSTS									
<i>(Total value of in-kind direct services)</i>									
Lead Agency Admin (4% rate of total contract \$)					2,291.30				2,291.30
SUBTOTALS					29,138.76				29,138.76
Subtotal DIRECT SERVICES					4,837.01				4,837.01
Subtotal Administrative					15,494.30				15,494.30
TOTALS					20,331.31				20,331.31
TOTAL BUDGETED					122,150.00				122,150.00
BALANCE remaining in FY 2016					9,918.69				9,918.69
TOTAL GRANT AVAILABILITY TO SITE					132,068.69				132,068.69


ALSO MATCH REQUIREMENT	
AGES requires a 3:1 match for every grant award dollar awarded	40,950.00
Total Match amount required for this grant:	10,287.51
Facilities count toward 25% of this match requirement:	
Remaining match amount required:	30,712.50

Match should be met by combined OFCY funds, other site funds, private dollars, and in-kind resources. This total equals: 30,712.50

TOTAL MATCH AMOUNT IN THE	
	20,712.50

Required Signatures for Budget Approval:

Principal:  Date: 9/30/16

Lead Agency:  Date: 10/21/16



OUSD EXPANDED LEARNING PROGRAMS
After School Program Plan
ELEMENTARY SCHOOLS · 2018-2019

School Site	New highland Acadmedy		
Lead Agency	Higher Ground Neighborhood Development CORP.	Date	4/13/2018
Name of After School Program	After School Site Coordinator Name (if known at this time):		
New Highland Hawks			
Principal Signature		Lead Agency Signature	

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

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

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

83 Projected daily attendance for 2018-19 school year program

Program Operations for the 2018-19 school year	First Day	Last Day
	08 / 13 / 2018	05 / 30 / 2019

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.

01 / 07 / 19	05 / 29 / 19	03 / 30 / 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.

Projected Number of Minimum Days for School Year 2018-19

50

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


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

Specialized staff scheduling; HG has created a minimum day schedule on all minimum days that occur and are scheduled; HG provides sub support and initiates a staff stagger schedule. All minimum days are updated and documented in Cityspan through changes in the schedule within each appropriate minimum day activities.

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

Specialized staff scheduling; HG has created a minimum day schedule on all minimum days that occur and are scheduled; HG provides sub support and initiates a staff stagger schedule.

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:

(342 Characters)

1. Alignment and Expansion of support for parents and families. (342 Characters)
2. Alignment and Expansion of support for parents and families.
3. 7-10 unduplicated families will participate in at least 2 showcases

Targeted Populations to Be Served

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

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

Which grade levels will you serve in this program? (Check all that apply.)	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	SBAC, Benchmark, CELDT, Grades, GPA, Principal, Teacher or Counselor referral/recommendation, Parent/Caregiver, academic liaison, and classroom teacher +	Pre-Enrollment/enrollment priority to homeless youth/families based on criteria needs and referrals from key stakeholders from school day and/or afterschool.	
Foster youth	SBAC, Benchmark, CELDT, Grades, GPA, Principal, Teacher or Counselor referral/recommendation, Parent/Caregiver, academic liaison, and classroom teacher +	Pre-Enrollment/enrollment priority to foster youth/families based on criteria needs and referrals from key stakeholders from school day and/or afterschool.	
Newcomers INCLUDES REFUGEES/ASYLEES/ UNACCOMPANIED IMMIGRANT YOUTH (UIY)	SBAC, Benchmark, CELDT, Grades, GPA, Principal, Teacher or Counselor referral/recommendation, Parent/Caregiver, academic liaison, and classroom teacher +	Pre-Enrollment/enrollment priority to newcomer youth/families based on criteria needs and referrals from key stakeholders from school day and/or afterschool.	
Other:			

Modifications For High Need Transitional Students

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

- Weekly check in w/ site managers
- Allow priorities enrollment for high need transitional students



SECTION 2: PROGRAM DESIGN & PRIORITIES

Addressing Needs of Underserved/Vulnerable Populations

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

Please describe any special efforts your after school program is taking to support the school engagement, social-emotional well-being, and/or academic success of African American students at your school (*ie. Manhood Development, Ethnic Studies curriculum, recognition ceremonies for student accomplishments, Black professionals as role models or mentors, etc.*). (3,940 Characters)

The HG Strong Behavior Project is designed to address the behaviors that precede suspensions. The Strong Behavior Project works to identify, manage, and reduce behaviors that stand in the way of optimal functioning within the classroom and after school program. The model is used for all students, but designed for students of color who experience high levels of challenge. In addition, it is HG's policy not to exclude any student before specific behavior management systems and processes are implemented and include supporting documentation. We also provide enrichment activities that cater to the African American population. These activities include: Drumming, eat to live, African dance, cheer, fine arts, tennis, golf, gardening, STEM, urban arts, karate, soccer, track and field, football, and basketball. We also participate in the school wide black history assembly, oratorical festival, and black history month activities.

SECTION 3: ALIGNMENT WITH DISTRICT & SCHOOL PRIORITIES

OUSD Strategic Targets

The following target is from OUSD's Pathway to Excellence Strategic Plan for 2015–2020. Our entire Oakland school system, together with community partners, will work collaboratively to achieve these targets for all students.

Grade Level Reading. By 2020, the percentage of 3rd grade students who are reading on grade level 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 (444 Characters)	Target Population (192 Characters)	Measurable Outcomes (300 Characters)
<p>By 2020, 85% of 3rd graders will be reading on grade level.</p>	<p>K – 2nd grade: For K-2- students will practice saying out loud sight words through flashcards such as writing the sight words 5 times each, timed activities, and engage in full games such as matching and drawing. Kinder will work on master if phonetics, consonants, and basic fundamentals through visual art, worksheets, and context clues. Youth will be able to recognize, name, and write all 26 letters of the alphabet, both uppercase and lowercase. They will know the correct sound or sounds that each letter makes and they will be able to read about 30 high-frequency words</p>	<p>All AS participants ELL</p>	<p>90% of students who attend 90% of the time will have meaningful experiences with job skills and careers in the S.T.E.A.M .related areas.</p> <p>90% of students attending WFD 80% of the time will express interest in S.T.E.A.M. careers in youth development.</p> <p>Training and networking opportunities</p> <p>Pre-college supports including college visits</p>
	<p>3rd-5th fluency and comprehension: Implement balanced literacy reading programs and intervention aligned to school literacy goal with focus on writing with evidence and small/large group instruction. The ASP will provide extended time in text through Reading Recovery Workshops that consist of read aloud and silent reading components. There will also be small and large discussion groups that read common text, rotation through academic centers, discuss the passages and write summaries or creative writing passages inspired by the text. The use of literature revi</p>	<p>All AS participants ELL</p>	<p>• All students (3-5) will have increased exposure to literacy skill-building activities to build on fluency and comprehension.</p>

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**:

All HG Staff will participate in a SEL Training during our August Team Retreats, weekly PDs, PLC's; Saturday training series, OUSD PD's, and outside training entities, if available. They will learn techniques to practice SEL skills with each other and youth. The Team Leader will check in with the team at least monthly to ensure they are using the tools taught them.

(320 Characters)

Coordination to Support the Whole Child

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

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

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

Specify:

List key community partners whom you will actively collaborate with to accomplish the goals of your program. City of Oakland Parks & Recreation, YMCA, Boy & Girls Scouts, First Tee, East Oakland Boxing Association, Hutchinson Arts, Naturally Nourished, East Bay Regional Parks, Alameda County, Public Health Department, East Oakland Sports Center, Partnership for Children and Youth, Lawrence Hall of Science, San Jose Tech Museum, Sobrante Park Time Banking, Elementary School, Pacific Gas & Electric, Galactic Transportation, AC Transit, BART, Allen Temple Baptist Church, Time-related events, activities, and community school meetings such ELL, SSC, SELLS

(320 Characters)

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

We plan on using contractors through the various agencies to teach enrichment classes, provide curriculum, and use of facilities.

(320 Characters)

SECTION 3: ALIGNMENT WITH DISTRICT & SCHOOL PRIORITIES

OUSD Strategic Targets

The following target is from OUSD's Pathway to Excellence Strategic Plan for 2015–2020. Our entire Oakland school system, together with community partners, will work collaboratively to achieve these targets for all students.

Grade Level Reading By 2020, the percentage of 3rd grade students who are reading on grade level 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 (444 Characters)	Target Population (192 Characters)	Measurable Outcomes (300 Characters)
<p>By 2020, 85% of 3rd graders will be reading on grade level.</p>	<p>Job skills/career readiness is reflected in youth selected jobs (STEAM) and roles that are vital to day to day to day programming. All students are encouraged to sign up for a different job until they have successfully done each one.</p> <p>HG has an extensive Work Force Development Program. (WFD) HG works with exiting 6-8 graders to get them to return to work as youth workers.</p> <p>WFD students are trained how to implement HG safe, supportive, engagement, and interaction strategies when working with students. Upon the satisfactory completion of the mandatory training hours students are placed at the after school site closest to their high school and they begin supporting site staff.</p> <p>Once students complete their mandatory training hours they are eligible to receive a monetary stipend and participate in end of the year celebration with their families.</p>	<p>BB,B, P, ADV</p>	<p>90% of students who attend 90% of the time will have meaningful experiences with job skills and careers in the S.T.E.A.M. related areas.</p> <p>90% of students attending WFD 80% of the time will express interest in S.T.E.A.M. careers in youth development.</p> <p>Training and networking opportunities</p> <p>Pre-college supports including college visits</p> <p>1 college visit/1 speaker to visit ASP</p>

SECTION 4: PROGRAM COMPONENTS

Academics

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

Your program can offer a range of academic supports including:

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

	List of program (96 Characters) (FREQUENCY: HRS/WK)	SPSA/QAP goal(s) or school need supported by activity	Target population	Measurable Outcomes
Homework Support	Students will practice saying out loud sight words through flash cards, writing them down 5 time each and participation in our book club.	Students will increase reading level by 20% measured by SRI	All ASP participants	95% of all regularly attending students will complete homework daily.
Literacy Instruction (1 HOUR PER WEEK FOR STUDENTS IN GRADES K-5)	Students will have exposure to fluency and comprehension with literacy reading programs and interventions	Students will increase reading level by 10% measured by SRI	All AS Participants	Increase exposure to literacy by 20%.
Math Instruction (1 HOUR PER WEEK FOR STUDENTS IN GRADES K-5)	Students will use program base activities (I.E.) Math games, math art and common core	Students will increase math level by 20% using common core standards.	All AS participants	Increase knowledge exposure to common core by 20%
Other:				

Quality Support Coach

Describe your **plans to utilize the Quality Support Coach** to support alignment with the school day.(920 Character
Provide classroom observation, coaching and training. Support after school program: Assess-Plan-Approve CQI process for improvement, coach, support, and align improve program. Provide lesson plan support and modeling to strengthen after school instructions.

SECTION 4: PROGRAM COMPONENTS, continued

Enrichment

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

Description of Program/Activity & Frequency (hrs/week) (210 Characters)	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)				
			Academic skill dev	Arts learning	College/Career Readiness	Health & Wellness	Social/Emotional Learning	STEM/Technology	Youth Leadership	Parents	Students	QAP	School	Other:
Visual and Performing Arts – Students participate in various art classes that can include: dance classes (African, Ballet Folkloric, Jazz, Hip-Hop); competitive cheer and dance groups, drama, creative writing and storytelling, choir, etc	Creating stronger social-emotional programming that aligns with school culture and vision while building on islands of competencies of youth that promotes exposure through the arts.	BB;AB.B;ADV;ELL; K-8	x	x	x	x	x	x	x	x	x	x	x	
Health and Wellness-gardening, physical fitness, organized competitive sports, environmental science.	Creating stronger social-emotional/health and wellness programming that aligns with school culture and vision including meeting all OUSD mandates and CA Standards.	BB;AB.B;ADV;ELL; K-8	x	x	x	x	x	x	x	x	x	x	x	
Technology – using technology for expression, navigating the web, research projects.	Creating stronger social-emotional programming that aligns with school culture and vision while building on islands of competencies of youth that promotes exposure through technology.	BB;AB.B;ADV;ELL; K-8	x	x	x	x	x	x	x	x	x	x	x	
Community Service and Service Learning-Learning projects will be identified, researched and implemented by students to address needs in the school or greater community.	Creating stronger social-emotional programming that aligns with school culture and vision while building on islands of competencies of youth that promotes exposure through in-service, leadership, and civic duty.	BB;AB.B;ADV;ELL; K-8	x	x	x	x	x	x	x	x	x	x	x	

Physical Activity/Recreation

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

Description of Program/ Activity & Frequency (hrs/week) (140 Characters)	SPSA/QAP goal(s) or school need supported by activity	Target Population	Identified By (check)				
			Parents	Students	QAP	School	Other
Funstatic Friday- promotion and recognition of student achievement through use of incentives, fun teambuilding and open choice activities such as non-traditional/traditional general recreation, art, dance, certificates, and getting to know you workshops.	Creating stronger social-emotional programming that aligns with school culture and vision that promotes teambuilding, culture, and climate building to acknowledge student achievement.	BB;AB.B;ADV;ELL; K-8	X	X	X		
Visual and Performing Arts - Parent Governance - The HG Parent Governance process works to empower and educate parents regarding their rights and responsibilities to be an active participant in their child's school community,	Creating stronger social-emotional programming that aligns with school culture and vision while building on islands of competencies of youth that promotes exposure through the arts.	BB;AB.B;ADV;ELL; K-8	X	X	X		
Health and Wellness- gardening, physical fitness, organized competitive sports, environmental science.	Creating stronger social-emotional/health and wellness programming that aligns with school culture and vision including meeting all OUSD mandates and CA Standards.	BB;AB.B;ADV;ELL; K-8	X	X	X		

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? AS program will have the use of teacher's classrooms, cafeteria, yellow emergency boxes, School provides use of telephones, the use of robo calls. (1,900 Characters)

SECTION 4: PROGRAM COMPONENTS, continued

Family Engagement / Family Literacy

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

After school programs can help foster parent involvement, connect families to the larger school community, and communicate important information related to the regular school day programs.

After school family engagement efforts should be aligned with school day efforts, and support school goals for family involvement. A variety of activities may be offered, including: parent workshops, family celebrations, parent-and-child-together activities, parent leadership and volunteer opportunities.

Family literacy is a required component of all 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 (340 Characters)	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 Governance	Alignment and Expansion of support for parents and families	The HG Parent Governance process works to empower and educate parents regarding their rights and responsibilities to be an active participant in their child's school community, whether in their classroom, or site-based governance and advisory bodies.	At least 3 AS parents will attend at least one school wide committee meeting throughout the school year.	The parents/guardians will learn how to better engage around getting the needs of their individual student met, while also learning how to be more active participants in the school-supported groups and governing bodies to address the needs of ALL the students.
Monthly Family Engagement Activities	Alignment and Expansion of support for parents and families.	Create meaningful monthly family events where parents can participate in activities with their children i.e., Family Math Night, Family Reading Night, Game Night, Reading with your child, etc.	25 % of ASP families will participate in at least 1 Family night event	All events will align with and support school day school-day planned activities and/or interventions. At least 4 activities will be co-planned with school day team members staff and can include such activities as: Attendance at Back-to-School Night, Lights on After School, Family Dinner, Family Service Days, Student Showcases and volunteering

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**?

(735 Characters)

1. IncreaseHG's way of professionally Increase leadership training's and build on expanding our knowledge so that we may continuously have opportunities to move forward professionally.
2. Higher Ground effectively and efficiently maintaining daily use of the Higherground's way and continuous use of the developmental practices and the YPQA thriving standards.

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

(735 Characters)

1. Higher Groundwill intentionally promote all staff members to do outreach with partnerships and other programs to build a stronger bond within the community in order to expand our organization, job opportunities and work ethics
2. Higher Ground will continue to promote exposure by posting more partnerships and leadership opportunities to build community networking.

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

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

SECTION 6: PROGRAM SCHEDULE & MODEL

Program Schedule

U **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.*

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

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

Program Model

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

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

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

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

Teachers on Extended Contract for Direct Service

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

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

List after school classes/activities that will be facilitated by teachers on extended contract. INCLUDE ANTICIPATED HRS/WK. (1,150 Characters)

NA

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 will not turn away 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 communicate 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 publicize the program fee structure 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 homeless youth , as defined by the federal McKinney-Vento Homeless Assistance Act (42 U.S.C. Sec. 1143a), or for a child who the program knows is in foster care .
		Our program will provide receipts to parents/guardians for each payment made.
		The lead agency will manage funds raised by program fees according to standard accounting practices, and will provide quarterly Income Statements to the Principal and OUSD Expanded Learning Office detailing amount collected from program fees and expenditures.
		The lead agency will establish a letter of agreement 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

2018-19 After School Program Schedule

School Site: _____ New Highland Academy
 Lead Agency: _____ Higher ground Neighborhood Development Corporation
 Name of Program: _____ New Highland Haws Afterschool program
 School Day End Time on Regular Days (according to Bell S: _____ 2:45 PM
 School Day End Time on Minimum Days (according to Bell _____ 1:10 PM

Time Block	Monday	Tuesday	Wednesday	Thursday	Friday
Example: 1:30 - 2:50					
Example: 2:50 pm - 3:10 pm	Snack and Sign In	Snack and Sign In	Enrichment station rotations: sports, art, dance	Snack and Sign In	Snack and Sign In
2:45 pm-3:00 pm	Check in/ announcements	Checkin/announcements		Checkin/ announcements	checkin/announcements
3:05 pm -3:25pm	Snack /group chants	Snack/group chants	snack/group chants	snack/group chants	snack/group chants
3:30 pm-4:30 pm	Academics, Hw support , literacy and math	Academics, Hw support , literacy and math	Academics, Hw support , literacy and math	Academics, Hw support , literacy and math	Academics, Hw support , literacy and math
4:30 pm-4:45 pm	Calisthenics	Calisthenics	Calisthenics	Calisthenics	Calisthenics
	Enrichments Activities Visual arts, Health and fitness, Service learning/ Community Service	Enrichments Activities Visual arts, Health and fitness, Service learning/ Community Service	Enrichments Activities Visual arts, Health and fitness, Service learning/ Community Service	Enrichments Activities Visual arts, Health and fitness, Service learning/ Community Service	Enrichments Activities Visual arts, Health and fitness, Service learning/ Community Service
4:45 pm-5:45 pm	reflection		reflections	reflections	reflections
6:00 PM	Sign Out and Program Closure	Sign Out and Program Closure	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 ASPD 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.

2017-2018 Bell Schedules



RISE Community School	
Mon, Tue, Thur, Fri 8:30am-2:45pm & Wed 8:30 am-1:10pm	
8:30am	Instruction Begins
Morning Recess	
9:45-10:00 am	TK, K Recess
10:25-10:40 am	1, 2, 3 Recess
10:45-11:00 am	4, 5 Recess
Lunch	
11:55 am-12:15pm	TK, K, 1 Lunch
12:15-12:30pm	TK, K, 1 Lunch Recess
12:20-12:35pm	2, 3 Lunch
12:35-12:50 pm	2, 3 Lunch Recess
12:35-12:50 pm	4, 5 Lunch
12:50-1:05pm	4,5 Lunch Recess
1:30-1:45pm	TK/K PM Recess
Dismissal	
2:45pm (1:10pm Wed)	Dismissal

New Highland Academy	
Mon, Tue, Thur, Fri 8:30am-2:45pm & Wed 8:30 am-1:10pm	
8:30am	Instruction Begins
Morning Recess	
9:25-9:40 am	TK, K, 1 Recess
9:45-10:00 am	2, 3 Recess
10:05-10:20am	4, 5 Recess
Lunch	
10:55-11:10am	TK, K, 1 Lunch
11:10-11:25am	K, 1 Lunch Recess
11:15-11:30am	2, 3 Lunch
11:30-11:45 am	2, 3 Lunch Recess
11:35-11:50 am	4, 5 Lunch
11:50 am-12:05pm	4, 5 Lunch Recess
?	PM Recess
Dismissal	
2:45pm (1:10pm Wed)	Dismissal

*Shared indoor/outdoor bells = start of day and end of day

*All other bells are outdoor bells only = end of recess



HIGHER GROUND NEIGHBORHOOD DEVELOPMENT CORP.

highergroundndc@yahoo.com

2018-19 HG Pre-Enrollment/Enrollment Process

TIMELINE

*For all donations, a receipt is to be issued by coordinator. A copy must be kept and provided for parent/guardian.

Dates	Tasks
April 1- 8	POD make edits to all enrollment documentation for the 18-19 school year.
April 8	Send enrollment documentation to Yoly for edits for our Spanish documents, if needed
April 8	POD inquires with OUSD on ASES applications including early release.
April 18-22	POD prep packets for print for copy
April 22	Prepped enrollment packets are sent to print.
April 27	Packets from print center are completed and picked up by Amber and/or Ray
April 18	<p>Advertisement of pre-enrollment with timelines, orientation dates, and required information needed to process enrollment for the 16-17 school year. This includes large posters posted in all common areas, flyers at the sign out table, main office, and posted on all community boards. It is very important this information is disseminated to secure enrollment. A tracking list is needed to confirm you reach out to families and follow HG's enrollment ratio rubric of K/ 1, 2,3,4/5. We will only accept Kinder who have siblings in the program and no more than 5 kindergartners on the roster. All sites must use the enrollment criteria form to register youth, however priority is to accept all current students to return. All managers must be mindful of gender and needs when enrolling youth with new students.</p> <p>Rubric is as follows:</p> <p>K/1 (only 5 kinders/ 15 1st graders); mixed MF 2nd grade- 20 youth 3rd grade- 20 youth 4th/5th grade-(mixed MF, recommended 10 girls/10 boys)</p> <p>All sites are to create flyers to notify "returning" families that they will be guaranteed a spot in the after school program if they submit a completed application prior to 5/13. After 5/13- all open spots will be available for new families, including returning families that have not yet submitted an application. Again, if returning families submit after 5/15 they will not be guaranteed a after school position, especially large families with siblings.</p>
April 25	Audit & distribution of pre-enrollment packets, parents- student handbooks and any additional HG/OUSD forms to management
May 2- 13 (Returning and waitlist students only)	Hard copies of pre-enrollment will be distributed & available for parents & guardians for all returning students. Applications will be available in the after school program and main school offices. Returning students are & waitlist students "first" priority."

	<p>Acceptance of Returning Students Applications begins notification & scheduling of Mandatory Parent Orientation appointments on designated days such as Wednesday, Thursday, and Friday (morning, afternoon, evening only). All parents/guardians are to be notified of tuition donation for service of \$20 . Letting them know how priority works, and getting them to understand that we are not a “first come, first serve basis. If an acceptance is issued, parents must attend orientation and the agreement to enroll is after school is non in void. Returning families are guaranteed a spot until 5/15 with a completed application</p>
May 16-27 (new students and open enrollment only)	<p>Hard copies of pre-enrollment will be distributed & available for parents & guardians for all new students. Applications will be available in the after school program and main school offices.</p> <p>Acceptance of new Students Applications begins notification & scheduling of Mandatory Parent Orientation appointments on designated days such as Wednesday, Thursday, and Friday (morning, afternoon, evening only). All parents/guardians are to be notified of tuition donation for service of \$20 . Letting them know how priority works, and getting them to understand that we are not a “first come, first serve basis. If an acceptance is issued, parents must attend orientation and the agreement to enroll is after school is non in void.</p>
May 27	Last day for pre-enrollment if space is available.
May 30-June-3	<p>Pre-Enrollment packets are to continue be distributed for families interested in program. Packets are to be placed in the main office and outside of the AS Office.</p> <p>There will be no accepting of students after June 1. Families that turn in applications after June 1 and will be automatically placed on the waitlist. These applications will be processed at the beginning of the school year.</p> <p>Orientation can continue for approved application for returning and new families only. Applications notification & scheduling of Mandatory Parent Orientation appointments. All parents/guardians are to be notified of tuition donation for service of \$20 . Letting them know how priority works, and getting them to understand that we are not a “first come, first serve basis. If an acceptance is issued, parents must attend orientation and the agreement to enroll is after school is non in void.</p>
June 3	Accepting of application and parent orientation ends. No accepting of youth past June 3 rd .
June 6-10	<p>Post all Accepted and Waitlisted students</p> <p>If orientations are missed, there will be a first week orientation during the first week of school.</p>

Parent Orientation occur on Wednesday, Thursday, and Fridays starting the week of May 2th until June 5th in the morning, afternoon, and evenings.

Bilingual orientations are only to occur in the afternoon and evenings on Wednesday, Thursday, and Friday, if a bilingual staff is available.

All Acceptance and Waitlisted students will be phone called by the Program Assistant(s) to ensure parents are notified of their child's status in program for next school year. Copies of their acceptance letter and/or waitlist letters are to be filed and a copy provided to the family.

A call log will be kept for those contacted with acceptance and/or waitlisted families..

PRE-ENROLLMENT PROCESS

Coordinators will make certain parents understand they must do an application for each child they wish to enroll in the program. They will also explain to parents that for the 2018-19 school year there is a priority enrollment process. The program is no longer first come, first served.

The Pre-Enrollment Application Process will include: Pre-Enrollment Letter; OUSD Application; OUSD Early Release Policy; OUSD Chronic health question Student Registration Form 2016017; , Medical Allergin Form, HG Community Kidz Application; HG Student Need Priority Checklist; and HG Student Profile Information for Enrollment Process – IEPs, learning disability, etc; and HG Parent-Student Behavior Agreement.

Once parents turn in the application, the HG Coordinator with input from the after school team will review and prioritize the students and create a full list that prioritized students by overall need, then by grade ALL of the paperwork and the orientation must be completed fully to fully process application. All applications not completed will be returned for re-processing. Turned in incomplete applications does not secure a spot.

Once you input your prioritized list on the new form and you have shared it with the Principal, send out your Acceptance and Wait list letters that have the Orientation dates on it. Remember we ARE doing an orientation before the end of the school year.

Parent Orientation – the site manager will explain the purpose of new forms, priority acceptance process, program policy and procedures and that program starts on the first day of school. Make sure parents have completed the entire application and that we have correct mailing addresses and phone numbers. Explain there will be a mandatory Parent Meeting within the first month of program to go over any programmatic, agency, school or District changes in policy or procedures.

Two days before school starts, the Coordinator and team should be on-site and either call or send letters to the parents reminding them program starts on the first day of school. The Coordinator will also make certain that the "Introductory Letter" is available in the front office. And full application packets are there as well.

Once school starts, we begin our regular Enrollment process. And this is open to the entire school, but the priority is: Principal Referrals, Teacher Referrals, COST/SST Referrals and Intervention Mentor Referrals. You are still using the priority system to include your waitlist students from the pre-enrollment process.

ENROLLMENT PROCESS beginning 08/2018

The Enrollment Process will include:

The Introductory Letter is in the office.

The Enrollment Packet will be in the office and will include: Pre-Enrollment Letter; OUSD Application; OUSD Early Release Policy; OUSD Chronic health question Student Registration Form 2018-19; Medical Allergin Form; HG Community Kidz Application; HG Student Need Priority Checklist; and HG Student Profile Information for Enrollment Process – IEPs, learning disability, etc; and HG Parent-Student Behavior Agreement.

Our process for accepting applications. We collect applications Monday – Wednesday and process them. We then distribute either Acceptance or Wait List letters by Thursday with the time of the Friday orientation. If parents attend the orientation, their child can start on Monday. Students do NOT start without their parent/guardian attending the orientation. NO EXCEPTIONS. Students can only start the program on MONDAY. Youth are inputted in to our attendance data system (Citispans/ Aeries) for the after school program.

Wait Lists are updated weekly An updated list will be provided to the school site administrators and teachers.

SUMMARY

After School/Extended Day Program begins on 1st Day of school.

The program will operate 5 sessions: Program Start-Up (1st wk); Getting To Know You (09/5); Quarter 1 Quarter 2 Quarter 3 and Summer Bridge The program will close 3 days for professional development during the school year. The specific days will be determined once the OUSD school calendar is released.

Donation(s)

This year we are launching this donation expectation project and fundraising program across our four school-based service programs.

The process for collecting, tracking, and accounting of funds is a follows for this project

- All funds will be collected before the first day of program at parent orientation. All families must participate in orientation before starting program and provide required donation expectation sliding scale expectations.
- All funds will be collected by the After School Coordinator for the year and receipt given for the amount paid.
- A tax ID number is available upon request for those wishing to report your donation to this project.
- Higher Ground's receipt book and payment log will be the way your payments are documented.
- GroundNDC accounting staff.
- A project donations report will be generated and posted on our website for transparency.

A web page dedicated to this project will also be set up so contributors can see their dollars at work.

Quality Assurance audits will be completed by Amber for compliance with the 18-19 enrollments forms on 5/6, 5/13, 5/20 and 5/26. In June, we all will verified compliance, so it is very important you accept only fully completed enrollment forms

Enrollment reports out are to be including in the weekly ADA-enrollment report sent by the Program Assistants. Coordinators are to include this in your coordinator report along with current enrollment numbers.

Rubric is:

2018-19 Pre-Enrollment Counts [insert site name]

Week 1

Grade	Actual	Projected	Accepted	Waitlist	Tutor (4 staff per site)
K (5 only per site)		3			
1 st (15 per grade)		15			
2 nd		16			
3		16			
4/5 (10/10MF)		15			
Total		65			

WEEK 2

Grade	Actual	Projected	Accepted	Waitlist	Tutor (4 staff per site)
K (5 only per site)		5			
1 st (15 per grade)		15			
2 nd		20			
3		20			
4/5 (10/10MF)		20			
Total		80			

*65 total per program for 1st week; K/1 and 4/5 are a combo class

*85-92 total per program by 2nd week; K/1 and 4/5 are a combo class

*****ONLY 65 YOUTH ENROLLED TO LEAVE REFERRALS, WAITLISTED FOR WEEK 1. WEEK 2 WE WILL RAMP UP TO 92, IF NEEDED, AND IF STAFFING PERMIT ITS**

All Acceptance and Waitlisted students are to be phone called by the Program Assistant(s) to ensure parents are notified of their child's status in program for next school year. Copies of their acceptance letter and/or waitlist letters are to be filed and a copy provided to the family.

A call log must be kept for those contacted with acceptance and/or waitlisted families..

Enrollment groups are for K/1, 2nd, 3rd, 4th/5th. Kindergarten and First Grade are to be a combined class. Only siblings of Kindergarten are to be accepted. 2nd, 3rd are to be individual groups. 4th/5th grade is a combined class

- 5/30-6/10/2018 Compiling data for students using the Student Profile Sheet to be completed by youth workers, PA, and/or managers.
- 6/10/16 All records will be picked up, marked by site-school year, boxed to place at main office.



OUSD EXPANDED LEARNING PROGRAMS

Partner Assurances & Agreements

2018-2019

School Site New Highland Academy	
Lead Agency Higherground Neighborhood Dev.	Date 4/13/2018
Name of After School Program New Highland Hawks	After School Site Coordinator Name (if known at this time): Laius McCormick
Principal Signature 	Lead Agency Signature

Assurances for Grant Compliance & After School Alignment with School Day

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

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

PRINCIPAL INITIALS	LEAD AGENCY INITIALS

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



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

- | | PRINCIPAL
INITIALS | LEAD
AGENCY
INITIALS |
|--|-----------------------|----------------------------|
| 6. School will share student outcome data to better refine program (Attendance data, test scores, Report Cards, IEP's, etc). Site Coordinator will share relevant student and program data with school. | YC | AB |
| 7. Site Administrator and lead agency partner have reviewed the Quality Support Coach key responsibilities , 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 After School Quality Support Coach . | YC | AB |
| 8. Site will invite Site Coordinator and appropriate staff to participate in faculty meetings and professional development opportunities , in order to ensure consistency in standards of teaching and learning, and positive school culture & climate. | YC | AB |
| 9. Site will invite Site Coordinator to participate on school committees (ie. SSC, COST, SST, Culture Climate team, SPSA planning team, etc) to ensure coordination of services. | YC | AB |
| 10. Site Administrator is aware that CDE does not increase after school grant funding for minimum days , and that programs are required to operate until 6pm 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. | YC | AB |
| 11. Lead agency will register with/update OUSD provider database. 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. | YC | AB |
| 12. Lead Agency will ensure that appropriate After School staff participate in OUSD Expanded Learning Office meetings and professional development 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.). | YC | AB |
| 13. Site and Lead Agency understand that professional development helps ensure program quality . 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). | YC | AB |

 Yolanda Cook
PRINCIPAL SIGNATURE

 [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.

School will share the use of yellow boxes, telephones, robo calls and evacuation plans with After School

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

 Yolanda Castro
PRINCIPAL SIGNATURE

 Amber Beard
LEAD AGENCY SIGNATURE



Continuous Quality Improvement (CQI)

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

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

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

CQI: Continuous quality improvement

QAP: Quality action plan

SAPQA: School Age Program Quality Assessment

YPQA: Youth Program Quality Assessment


PRINCIPAL SIGNATURE

Review and mark all commitments:

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

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


LEAD AGENCY SIGNATURE

PARENT PERMISSION AND RELEASE AND STUDENT INFORMATION

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

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

Name of School: _____

Student's Name _____ Grade _____ Date of Birth _____

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

Home Address _____ City _____ Zip _____

Home Phone _____ Work Phone _____ Cell Phone _____

EMERGENCY CONTACT INFORMATION

In case of emergency please contact:

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

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

Does your child have health coverage? Yes No

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

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

Parent/Guardian Name _____ Signature _____ Date _____

RELEASE OF LIABILITY

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



Parent/Guardian Signature

Date

AFTER SCHOOL PROGRAM ATTENDANCE POLICIES

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

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

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

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

STUDENT RELEASE/ PICK UP POLICY

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



Parent/Guardian Signature

Date

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

Name/Relationship

Phone Numbers: Home/Work/Cell

Name/Relationship

Phone Numbers: Home/Work/Cell

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

PERMISSION TO EVALUATE PROGRAMS AND TRACK STUDENT PROGRESS

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



Parent/Guardian/Caretaker Signature

Date

PHOTO/VIDEO RELEASE

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

My child ____ may ____ may not

be photographed/videotaped by the After School program for promotional purposes.

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



Parent/Guardian Signature

Date

SPECIAL NOTE REGARDING PROGRAM FEES

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

EARLY RELEASE WAIVER (OPTIONAL)

ELEMENTARY AND MIDDLE SCHOOL STUDENTS

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

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

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

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

School Site: _____

Name of Program: _____

Name of Student: _____

Grade: _____

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

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

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



Parent/Guardian Signature

Date

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

FOR STUDENTS AGES __12 (?)__ AND OLDER ONLY

School Site: _____

Name of Program: _____ Name of Student: _____

Grade: _____

Date of Birth of Student: _____

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

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

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



Parent/Guardian/Caretaker Signature

Date

After School Programs, 2018-19

AFTER SCHOOL PROGRAM NAME: _____

SCHOOL SITE: _____

STUDENT HEALTH FORM

STUDENT INFORMATION

Student's Name _____ Date of Birth _____

Grade in 2018-19 _____ Language spoken in the home _____

PARENT/GUARDIAN INFORMATION

Parent/Guardian Name (First, Last) _____

Student's Home Address _____

Phone (home) _____

Parent/Guardian Cell # _____ Parent/Guardian Work # _____

Name of Child's Doctor _____ Telephone _____

EMERGENCY

In case of emergency, please contact:

Name: _____ Relationship to student: _____

Phone Number: _____

HEALTH

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

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

Medical History that may be of importance

List any Allergies: _____

Medications needed during the school day: _____

Medications needed after school hours: _____

SPECIAL INSTRUCTIONS

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

See your School Nurse/Health Services for more information.

AUTHORIZATION TO TREAT MINOR

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

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

Date: _____ Parent/Guardian Signature: _____

Print Name: _____

Does your child have vision problems? _____

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

Is your child supposed to wear glasses? _____

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

Exhibit D

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

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

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

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

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

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

Site Coordinator Signature _____ Date _____

Lead Agency Director Signature _____ Date _____

Site Administrator Signature _____ Date _____

Exhibit E

EAST BAY REGIONAL PARK DISTRICT

WAIVER AND RELEASE OF LIABILITY AND INDEMNITY AGREEMENT

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

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

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

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

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

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

Participant Name _____
(Print)

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

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

EBRPD Waiver – Swim Use

Rev. 3/09

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

OAKLAND UNIFIED SCHOOL DISTRICT AND _____
20__-20__ MIDDLE SCHOOL SPORTS LEAGUE ACTIVITIES

RELEASE OF LIABILITY AND ASSUMPTION OF RISK

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

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

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

SIGNATURE _____
(Participant or Parent/Legal Guardian if under age of 18)

Today's Date _____

Participant Name (print)

Grade

Date of Birth

School

(COMPLETE INFORMATION ON BOTH SIDES)

OAKLAND UNIFIED SCHOOL DISTRICT AND _____
20__-20__ MIDDLE SCHOOL SPORTS LEAGUE ACTIVITIES

Participant Name (print) _____ Grade _____ Date of Birth _____

School _____

Home Address _____ City _____ Zip _____

Home Phone _____ Work Phone _____ Cell Phone _____ Email Address _____

In case of emergency please contact:

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

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

Print name of Parent or Legal Guardian of Minor _____

Home Address _____ City _____ Zip _____

Home Phone _____ Work Phone _____ Cell Phone _____ Email Address _____

SIGNATURE _____
(Participant or Parent/Legal Guardian if under age of 18)

Today's Date _____

Student Participant Health Conditions

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

Medications needed during the school day: _____

Medications needed after school hours: _____

Special Instructions: _____

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

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



**INVOICING AND STAFF QUALIFICATIONS FORM
 2018-2019**

Basic Directions

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

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

Agency Information

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

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

Exhibit G (1)



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

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

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

The tentative schedule for OUSD payments is anticipated as follows:

Invoices due to our office by 5:00 pm on:	Accounts Payable checks to be mailed on:
August 10, 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.



**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 21st Century and/or ASES funding:

Paying OUSD Certificated Employees (Teachers)

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

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

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

Exhibit G (3)



**PROCEDURES for EXTENDED TIME and/or OVERTIME FORMS (ET/OT)
for OUSD CLASSIFIED EMPLOYEES 2018-2019**

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

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

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

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

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

Exhibit H

INSERT HERE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/26/2018

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 be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Brown & Brown Insurance Services of CA, Inc 3697 Mt. Diablo Blvd #100 Lafayette CA 94549-3745	CONTACT NAME: Vivian Zuranich PHONE (A/C No. Ext): (510) 452-0458 E-MAIL ADDRESS: vzuranich@bnca.com FAX (A/C No.): (925) 297-2081
INSURED Higher Ground Neighborhood Development Corp. 6441 Herzog Street Oakland CA 94608-1221	INSURER(S) AFFORDING COVERAGE INSURER A: Nova Casualty Company NAIC # 42552 INSURER B: United Financial Casualty Co INSURER C: United States Liability Ins Co INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: 17/18

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	ADDITIONAL INSURED	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (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 checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	CF1-01-10000567-00	3/14/2018	3/14/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS-COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		05311526-8	2/18/2018	8/18/2019	COMBINED SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ 0
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTIONS 10,000		CF1-01-10000109-00	3/14/2018	3/14/2019	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In CA) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	Directors and Officers		ND01061019H	3/14/2018	3/14/2019	Per Claim \$1,000,000 Aggregate \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 The Oakland Unified School District, its Board Members, directors, officers, agents, and employees and volunteers are included as Additional Insured if required by written contract and per form AGL09340716 attached to the General Liability Policy with respect to the operations of the Named Insured.

CERTIFICATE HOLDER

CANCELLATION

Oakland Unified School District
 Attn: Risk Management Dept
 1000 Broadway, Ste. 440
 Oakland, CA 94607

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

D Christner/VIVIAN



P.O. BOX 8192, PLEASANTON, CA 94588

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 08-01-2017

GROUP:
 POLICY NUMBER: S138930-2017
 CERTIFICATE ID: 12
 CERTIFICATE EXPIRES: 08-01-2018
 08-01-2017/08-01-2018

OAKLAND UNIFIED SCHOOL DISTRICT
 RISK MGMT
 1000 BROADWAY STE 440
 OAKLAND CA 94607-4033

NA

This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon 30 days advance written notice to the employer.

We will also give you 30 days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions, of such policy.

Authorized Representative

President and CEO

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.

ENDORSEMENT #0015 ENTITLED ADDITIONAL INSURED EMPLOYER EFFECTIVE 2016-08-23 IS ATTACHED TO AND FORMS A PART OF THIS POLICY. NAME OF ADDITIONAL INSURED: OAKLAND UNIFIED SCHOOL DISTRICT

ENDORSEMENT #2065 ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE 08-01-2016 IS ATTACHED TO AND FORMS A PART OF THIS POLICY.

EMPLOYER

HIGHER GROUND NEIGHBORHOOD DEVELOPMENT NA
 DEVELOPMENT CORP (A NON-PROFIT AND PUBLIC
 BENEFIT CORP) DBA: HIGHER GROUND NEIGHBORHOOD
 DBA: DEVELOPMENT CORP
 6441 HERZOG ST
 OAKLAND CA 94608

NO409

Exhibit I

Statement of Qualifications

INSERT HERE



HIGHER GROUND NEIGHBORHOOD DEVELOPMENT CORP.

Oakland, California 94608

(510)658-6454

www.higherground_ndc.com

Website: www.highergroundndc.com

STATEMENT OF QUALIFICATIONS

School Year	Site	Summary of Programs and Services
2017-2018	<i>Bay Area Technical Academy</i>	✦ Comprehensive After School Program
2016-2018	<i>Northern Light School</i>	✦ Comprehensive After School
2015-2017	<i>Castlemont Prep Academy</i>	✦ Comprehensive After School
	<i>Melrose Leadership</i>	✦ Developmental Recess ✦ Behavioral Health
2015-2018	<i>Bel Air Elementary School</i>	✦ Developmental Recess ✦ PBIS School Climate Coaching work
2014-2017	<i>East Oakland Pride Elementary</i>	✦ Developmental Recess ✦ School Day Behavioral Health Program
2008 - 2017	<i>Brookfield Elementary School</i>	✦ School Day Behavioral Health Program ✦ Developmental Recess ✦ PBIS School Climate Coaching work
	<i>New Highland Elementary School</i>	✦ Comprehensive After School Program Coordination Implementation ✦ Community Schools Coordination ✦ Developmental Recess ✦ PBIS School Climate Coaching work ✦ Grade Level Collaborative Support – Physical Education Classes
	<i>Rise Elementary School</i>	✦ Comprehensive After School Program Coordination Implementation ✦ Community Schools Coordination ✦ Developmental Recess ✦ PBIS School Climate Coaching work ✦ Grade Level Collaborative Support – Physical Education Classes
	<i>Sobrante Park Elementary School</i>	✦ Comprehensive After School Program Coordination Implementation ✦ PBIS School Climate Coaching work
2004-2014	<i>Allendale Elementary School</i>	✦ School Day Behavioral Health Program ✦ Developmental Recess ✦ Service Learning ✦ Comprehensive After School Program Coordination Implementation ✦ Community Schools Coordination ✦ PBIS School Climate Coaching work
Fall 2010 only	<i>Marshall Elementary School</i>	✦ Fiscal Agent
2007 - 2008	<i>Allendale Elementary School</i>	✦ School Day Behavioral Health Program ✦ Developmental Recess ✦ Service Learning ✦ Comprehensive After School Program Coordination Implementation
	<i>Brookfield Elementary School</i>	✦ School Day Behavioral Health Program ✦ Recess Support ✦ Grade Level Collaborative Support ✦ Comprehensive After School Program Coordination Implementation
	<i>New Highland Elementary School</i>	✦ ELL Support Program ✦ Comprehensive After School Program Coordination Implementation
	<i>Sobrante Park Elementary School</i>	✦ Grade Level Collaborative Support ✦ Comprehensive After School Program Coordination Implementation
2006 – 2007	<i>Allendale Elementary School</i>	✦ School Day Behavioral Health Program ✦ Service Learning ✦ Comprehensive After School Program Coordination Implementation



HIGHER GROUND NEIGHBORHOOD DEVELOPMENT CORP.

Oakland, California 94608

(510)658-6454

www.higherground_ndc.com

Website: www.highergroundndc.com

	<i>Brookfield Elementary School</i>	<ul style="list-style-type: none"> Comprehensive After School Program Coordination Implementation
	<i>New Highland Elementary School</i>	<ul style="list-style-type: none"> Comprehensive After School Program Coordination Implementation
	<i>Sobrante Park Elementary School</i>	<ul style="list-style-type: none"> School Day Behavioral Health Program Grade Level Collaborative Support Comprehensive After School Program Coordination Implementation
	<i>E. Morris Cox Elementary School</i>	<ul style="list-style-type: none"> School Day Behavioral Health Program
	<i>Allendale Elementary School</i>	<ul style="list-style-type: none"> School Day Behavioral Health Program Comprehensive After School Program Coordination Implementation
	<i>Jefferson Elementary School</i>	<ul style="list-style-type: none"> After School SES Coordination
	<i>Sobrante Park Elementary School</i>	<ul style="list-style-type: none"> Comprehensive After School Program Coordination Implementation
2006 - 2007	<i>E. Morris Cox Elementary School</i>	<ul style="list-style-type: none"> School Day Behavioral Health Program
	<i>Sobrante Park Elementary School</i>	<ul style="list-style-type: none"> Comprehensive After School Program Coordination Implementation
2003 - 2005	<i>E. Morris Cox Elementary School</i>	<ul style="list-style-type: none"> School Day Behavioral Health Program
	<i>Fruitvale Elementary School</i>	<ul style="list-style-type: none"> After School Behavioral Health Group
2003	<i>Oakland Unified School District Charter Schools Office</i>	<p>OUSD granted HGNDC a license to operate a K-5 public family service center elementary Charter school called Lotus Agriculture & Technology Academy</p>
2002	<i>Higher Ground Neighborhood Development Corp. Established</i>	<ul style="list-style-type: none"> Receipt of 501 (c) (3) from State of California
2000	<i>Secured California Charter School Planning Grant</i>	<ul style="list-style-type: none"> Amber Blackwell wrote the proposal that granted 30K for the Planning of a Charter School for Oakland's African American Low income children and families in West Oakland.

EXHIBIT J
Agreement to Allow Distinct & Separate Employment by OUSD and AGENCY

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

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

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

OAKLAND UNIFIED SCHOOL DISTRICT

-
- President, Board of Education
 - Superintendent or Designee

Secretary, Board of Education

AGENCY

EMPLOYEE



HIGHER GROUND NEIGHBORHOOD DEVELOPMENT CORP.

(510)658-6454

email: highergroundnfdc@att.net

April 20, 2018

FBI/TB Clearance Letter

To Whom It May Concern:

Higher Ground Neighborhood Development Corp. performs a thorough screening of all employees and consultants that work with children on a school or community-based site. We keep current proof of negative TB results on file with Human Resources for employees and consultants for two years. We conduct FBI/DOJ level fingerprint/criminal background clearances with Live Scan for each employee, consultant, and volunteer that has supervised as well as unsupervised contact with children or families. Higher Ground also participates in the subsequent arrest screenings quarterly.

Thank You,

A handwritten signature in black ink, appearing to read "Amber Blackwell-Lee", with a large, stylized flourish at the end.

Amber Blackwell-Lee, MA
After School Administrative
Programmatic Operations Director



MEMORANDUM OF UNDERSTANDING ROUTING FORM 2017-2018

Basic Directions

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

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

Agency Information

Agency Name	Higher Ground Neighborhood Dev Corp	Agency's Contact Person	Amber Blackwell
Street Address	6441 Herzog St	Title	Administrative Director
City	Oakland	Telephone	510-655-6454
State	CA	Zip Code	94608
OUUSD Vendor Number	I001673	Email	higherground_ndc@yahoo.com
Attachments	<input type="checkbox"/> Proof of general liability and workers' compensation insurance <input type="checkbox"/> Statement of qualifications <input type="checkbox"/> Program Planning Tool and Budget <input type="checkbox"/> Printout showing this vendor does not appear on the Excluded Parties List. (www.sam.gov/portal/public/Sam/)		

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	\$ 102,518.00
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Budget Information

Resource #	Resource Name	Org Key #	Object Code	Amount	Req. #
6010	ASES		5825	\$ 102,518.00	
			5825	\$	
			5825	\$	
			5825	\$	

OUUSD Contract Originator Information

Name of OUSD Contact	Yolanda Cater	Email	yolanda.cater @ousd.org		
Telephone	510-729-7723	Fax	510-729-7725		
Site/Dept. Name	125/New Highland Academy	Enrollment Grades	K	through	5th

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	<i>Yolanda Cater</i>		5/31/18
2. Resource Manager	<i>[Signature]</i>		6-5-18
3. Network Superintendent/Deputy Chief/Exec Dir.	<i>[Signature]</i>		6/5/18
4. Cabinet (CAO, SBO, CFO)	<i>[Signature]</i>		6/5/18
5. Board of Education or Superintendent			
Procurement	Date Received		

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Record Status: Active

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