

Board Office Use: Legislative File Info.	
File ID Number	16-1740
Introduction Date	8/24/16
Enactment Number	16-1364
Enactment Date	8/24/16



# Memo

**To** Board of Education

**From** Antwan Wilson, Superintendent

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

**Subject** Memorandum of Understanding - YMCA of the East Bay (contractor) - 204/West Oakland Middle School (site)

**Action Requested** Approval of a Memorandum of Understanding (MOU) between District and YMCA of the East Bay, for services to be provided primarily to 204/West Oakland Middle School.

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

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

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

Approval by the Board of Education of a Memorandum of Understanding 2016-2017 between the District and YMCA of the East Bay, 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 for West Oakland Middle School's comprehensive After School Program for the period of July 1, 2016 through August 20, 2017, in the amount of \$87,119.00.

**Recommendation**

Approval by the Board of Education of a Memorandum of Understanding (MOU) between the District and YMCA of the East Bay for the latter to provide Arts, Recreation, Leadership and Family Literary activities in its capacity as a Comprehensive After School Program Lead Agency at West Oakland Middle School for the period July 1, 2016 through August 20, 2017.

**Fiscal Impact**

Funding Resource: 6010/After School Education and Safety (ASES) Grant in an amount not to exceed \$87,119.00.

**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.** 16-1740

**Department:** After School Program, West Oakland Middle School

**Vendor Name:** YMCA of the East Bay

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

**Annual Cost:** \$ 87,119.00

**Approved by:** Julia Ma

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

**Why was this Vendor selected?**

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

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

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

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

If No, answer the following:

1) How did you determine the price is competitive?

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

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**

**Memorandum of Understanding 2016-2017  
Between Oakland Unified School District and  
YMCA of the East Bay**

1. **Intent.** This Memorandum of Understanding ("MOU") establishes the Oakland Unified School District's ("OUSD") intent to contract with YMCA of the East Bay ("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 204/West Oakland Middle School under the following grants:
  - After School Education and Safety Program ("ASESP")
  - California Department of Education ("CDE") 21<sup>st</sup> Century Community Learning Center (21<sup>st</sup> CCLC)
  - Oakland Fund for Children and Youth - This MOU will also outline services provided on OUSD school grounds through the Oakland Fund for Children and Youth ("OFCY") After-School Initiative funds that shall be utilized as matching funds to CDE ASEP and 21<sup>st</sup> CCLC funds.
  - Private grants
2. **Term of MOU.** The term of this MOU shall be July 1, 2016 to August 20, 2017 and may be extended by written agreement of both parties.
3. **Termination.** OUSD may at any time terminate this MOU for any or no reason upon not less than five (5) days written notice to AGENCY. OUSD shall compensate AGENCY for services satisfactorily provided through the date of termination. In addition, OUSD may terminate this MOU for cause should AGENCY fail to perform any part of this MOU. In the event of termination for cause, OUSD may secure the required services from another contractor. If OUSD's cost of procuring services from another contractor exceeds the cost of providing the services pursuant to this MOU, AGENCY shall pay the additional cost.
4. **Compensation.** The ASEP and 21st CCLC grant award amount for YMCA of the East Bay is **\$87,119**. AGENCY shall be entitled to compensation from these funds in accordance with the following terms and conditions:
  - 4.1. **Total Compensation.** Subject to the provisions of 4.2 Positive Attendance and the provisions of 4.3 Administrative Fee, AGENCY shall receive the amount of the grant award less OUSD's administrative fees and other site costs agreed to by the Site Administrator and AGENCY.
  - 4.2. **Positive Attendance.** Payment for services rendered related to the ASEP and 21st CCLC grants shall be based on actual student attendance rates (\$7.50 a day per student), not estimates, as those programs are "positive attendance based." OUSD reserves the right to modify the annual core allocation based on reported attendance. In the event that payments made to AGENCY exceed the reported attendance for the Core grant, the AGENCY will return payments to OUSD at the rate of \$7.50 a day per student. Documentation of attendance must be submitted through the OUSD/OFCY attendance systems in order for invoices for payment of services for the ASEP and 21st CCLC grants to be processed. Exhibit A (Attendance Reporting Schedule 2016-2017)
    - 4.2.1. **Reconciliation Process for Positive Attendance Based Grant Funds.** OUSD will adjust the payment of the "positive attendance based" grants based on quarterly review of monthly invoices and attendance for services rendered related to the ASEP, 21ST CCLC (Core Grant) for any adjustments resulting from the reconciliation of the attendance reports for that quarter's months. The attendance reconciliation process will assess the program's performance with respect to the required compliance with the grant mandated attendance rates. Based on the review, financial adjustments of additional payment or additional withholding will be made. Any

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

- 4.2.2. **Administrative Charges and Reconciliation.** Reconciliation process for positive attendance based grants must factor in the subtraction of administrative and other OUSD central charges, as outlined in section 4.3, from any grant amounts earned through attendance (OUSD indirect, custodial, evaluation, and After School Programs Office administrative and training/technical assistance fees).
- 4.3. **OUSD Administrative Fees.** OUSD shall charge and withhold up to 14% from the overall ASEP and 21<sup>st</sup> Century grant awards for central indirect, administrative, custodial, evaluation, and direct service training and technical assistance.
- 4.4. **AGENCY Administrative Fees.** AGENCY understands and agrees that it may not charge more than 4% of the total contract amount as administrative fees and that its administrative fees must be set at an appropriate dollar amount to keep the ASEP and 21<sup>st</sup> Century grants within the grant-mandated allowable 15% for total indirect/administrative costs. The agency administrative fees charged to the ASEP and 21<sup>st</sup> CCLC grants must be used for direct administrative costs and cannot be used for agency indirect costs. Direct administrative costs consist of expenditures for administrative activities that provide a direct benefit to the ASEP and 21<sup>st</sup> CCLC programs. Indirect costs consist of expenditures for administrative activities that are necessary for the general operation of the agency, but that cannot be tied to the ASEP and 21<sup>st</sup> CCLC programs.
- 4.5. **Program Budget.** The grant will remain as part of the site budget. Funds will be encumbered from the site budget on behalf of AGENCY for the school year 2016-2017 and will not exceed \$87,119 in accordance with Exhibit B. **Exhibit B** ("ASEP/21<sup>st</sup> CCLC Planning Tool/Comprehensive After School Program Budget for AGENCY 2016-2017").
- 4.6. **Modifications to Budget.** Any modifications to the approved grant budget must be approved by OUSD, AGENCY, and CDE before expenditures of funds for modified line items are authorized. Except as expressly set forth herein, OUSD shall not be liable to AGENCY for any costs or expenses paid or incurred by AGENCY in performing services for OUSD. The granting of any payment by OUSD, or the receipt thereof by AGENCY, shall in no way lessen the liability of AGENCY to correct unsatisfactory work, although the unsatisfactory character of that work may not have been apparent or detected at the time a payment was made. Work, which does not conform to the requirements of this Agreement, may be rejected by OUSD and in that case must be replaced by AGENCY without delay.
- 4.7. **Program Fees.** The intent of the ASEP and 21<sup>st</sup> CCLC programs is to establish local programs that offer academic assistance and enrichment for students in need of such services regardless of their ability to pay. Though it is not against the rules to charge fees for participation in programs, the CA Department of Education discourages it because it could exclude students in need from attending and taking advantage of the after school program. Fees should not create a barrier to participation in the after school program. After school services must be equally accessible to all students targeted for services regardless of their ability to pay. Programs that propose to charge fees may not prohibit any family from participating based on their inability to pay and must offer a sliding scale of fees and scholarships for those who could not otherwise afford to participate. Any income collected from fees must be used to fund program activities specified in the grant application. AGENCY shall do full accounting of fees collected, and documentation shall be kept for 5 years for auditing purposes. If AGENCY decides to charge fees, this decision shall be made collaboratively with the Site Administrator, and AGENCY shall work collaboratively with the Site Administrator and parent leaders to develop an appropriate program fee structure for the school community. AGENCY shall provide the OUSD After School Programs Office with written documentation of the program fee structure prior to charging any program fees, and shall provide OUSD with additional documentation upon request, to ensure grant compliance.

5. **Scope of Work.** AGENCY will serve as lead agency at 204/West Oakland Middle School, will be responsible for operations and management of the ASEP, 21st CCLC, OFCY, and private grants contracted to AGENCY by OUSD for fiscal year 2016-2017. This shall include the following required activities:

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

5.1.1. **Alignment with Single Plan for Student Achievement ("Site Plan").** AGENCY will ensure the after school program aligns with OUSD and 204/West Oakland Middle School and objectives to ensure the success of students as articulated in the Site Plan. AGENCY will work in partnership with the school principal to ensure that the program components are aligned with and complement OUSD standards and school site curriculum.

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

5.3. **Enrollment.** AGENCY will enroll 6<sup>th</sup> through 8<sup>th</sup> grade students at 204/West Oakland Middle School, to serve sufficient number of students and run services for a sufficient number of days to earn the full core grant allocation of funding.

5.4. **Program Requirements**

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

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

5.4.3. **Program Components.** AGENCY agrees to provide programming that supports the guidelines as outlined in the ASEP and 21st CCLC grants for students at 204/West Oakland Middle School. AGENCY acknowledges and agrees to provide programming consistent with grant guidelines including, but not limited to:

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

music, career awareness, college interest, service learning and other youth development activities based upon student needs and interests. All programs must offer both enrichment and recreation/physical fitness activities as core components of the after school program and summer program.

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

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

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

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

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

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

5.4.3.1.5. Provide annual training to AGENCY.

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

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

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

5.4.3.2.3. Ensure meal count is accurate;

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

5.4.3.2.5. Return leftovers to cafeteria;

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

- 5.4.3.2.7. Ensure that meals are not removed from campus
- 5.4.3.2.8. Immediately report to OUSD Site Coordinator and Nutrition Services any concerns related to food safety or food contamination
- 5.4.3.3. AGENCY will be billed at the rates immediately below, for meals by Nutrition Services under the following conditions.
- 5.4.3.3.1. MPW not completed and submitted by the next business day;
- 5.4.3.3.2. Snacks are ordered and not picked up
- 5.4.3.4. In addition to any applicable liability associated with audit findings. AGENCY will be charged the following for each meal that OUSD is unable to claim due to AGENCY's failure to comply with program requirements:
- 5.4.3.4.1. Snack: \$1.00
- 5.4.3.4.2. Supper: \$3.50
- 5.4.3.5. AGENCY will be liable for audit findings and/or assessments (See Section 12 below) that are attributable to AGENCY's failure to comply with the rules and regulations of the Nutrition Services program, including liability if reimbursement is denied Nutrition Services because of AGENCY's failure to comply with program requirements.
- 5.4.4. **Staff Ratio.** The staff to youth ratio shall not exceed 1:20, with no more than 20 youth for each qualified, adult staff supervisor.
- 5.5. **Data Collection.** AGENCY will work with OUSD to collect and analyze data on student enrollment, student attendance, student academic performance, student satisfaction, and parent satisfaction. This includes, but is not limited to:
- 5.5.1. **Accountability Reports.** Providing OUSD with the following set of program accountability reports:
- Financial reports
  - Activity reports
  - Outcomes reports: behavioral and academic
- 5.5.2. **Attendance Reports.** Providing OUSD with attendance reports using the OUSD/OFCY attendance systems and maintaining required attendance records utilizing the OUSD/OFCY attendance systems, including completion of mandatory monthly reports. Original written documentation of all daily attendance records, including all daily sign in/out sheets, will be maintained by Agency for 5 years for auditing purposes.
- 5.5.3. **Use of Enrollment Packet.** AGENCY will use OUSD After School Program Parent Permission and Student Information enrollment packet, including early release waiver, for all after school participants. **(Exhibit C)** AGENCY will seek approval from the OUSD After School Programs Office for any modifications to the OUSD enrollment packet, in advance of distribution.
- 5.6. **Maintain Clean, Safe and Secure Environment.** Maintaining clean, safe, and secure program environments for staff and students in conjunction with OUSD guidelines. AGENCY, as they view necessary, will initiate and establish additional cleanliness, safety, and security policies and protocol sufficient to ensure staff, student and family member safety.
- 5.7. **Meeting Participation.** AGENCY will participate in technical assistance, training, orientation, monthly meetings and other support and resource development activities provided by OUSD and collaborative partners in conducting program planning, implementation, and evaluation. These



include required regular meetings with the school principal or other identified designee to ensure collaboration with the school vision. AGENCY staff will participate in meetings facilitated by the OUSD After School Programs Office to address program quality, program improvement and general troubleshooting.

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

- Administration, faculty, and staff of 204/West Oakland Middle School
- OUSD After School Programs Office
- OUSD central administration departments
- Parents/Guardians
- Youth
- Community organizations and public agencies

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

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

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

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

6.1.1. a full description of the trip and scheduled activities

6.1.2. student/adult participant health information

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

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

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

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

6.5. **Health Conditions/Medication:** Trip participant health information will be gathered and reviewed in advance of trip and any needed revisions to supervision plan made, including making sure that chaperones understand relevant information (eg food allergies). A plan will be developed

to collect, secure, and dispense prescription medications from their original containers only and consistent with physician's instructions.

**6.6. Supervision**

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

6.6.2. Trip as structured is appropriate to age, grade level and course of study.

6.6.3. Chaperones are all AGENCY employees or subcontractors, parent(s)/guardian(s), or other authorized chaperones and are 21 or older. After School and Summer Program Coordinators and lead trip staff are satisfied that all chaperones are willing and able to perform required duties, including understanding and implementing instructions, understanding health information for students in their group, and responding effectively in the event of an emergency. Trip attendees shall be limited to assigned school or early childhood education or after school program staff, students and authorized chaperones. Guests, including but not limited to friends and other family members, are strictly prohibited absent prior written approval of the after school program coordinator or AGENCY executive director. Before the trip, after school and summer program staff leading trip shall provide any adult chaperones who may accompany the students with clear information regarding their responsibilities. Chaperones shall be assigned a prescribed group of students and shall be responsible for the continuous monitoring of these students' activities. Chaperones shall not consume alcoholic beverages or be under the influence of controlled substances while accompanying and supervising students on a trip.

6.6.4. When a trip is made to a place of business or industry, staff shall arrange for an employee of the host company to serve as conductor.

6.6.5. Adult:Student Ratio is at least 1:10 or higher if swimming or wading or high risk trip. If the trip involves water activities, this ratio shall be revised to ensure closer supervision of elementary grade or younger students, appropriate to their ages. The ratio of adults to students on field trips and excursions shall be reasonable under the circumstances.

6.6.6. Safety requirements have been met (eg: current First aid/CPR training of at least one chaperone, first aid kits, emergency contact and health info, instructions for chaperones, staff and chaperones have cell phones which are charged and available for communication).

**6.7. Transportation Requirements:** The after school and summer program or subcontractors shall ensure compliance with all state laws and may transport by the use of its own equipment, contract to provide transportation or arrange transportation by the use of other equipment to enrolled after school and summer participants provided that: (A) parent/guardians' written permission has been obtained in advance; (B) After School Program Coordinator and/or Summer Program Coordinator has confirmed that: transportation arrangements are safe and appropriate; (C) all drivers have valid California driver's license; (D) all drivers have received fingerprint clearance; (E) provided that such transport is covered under driver or registered owner's personal automobile insurance or AGENCY automobile liability insurance policy for at least \$100,000 per individual and \$300,000 per occurrence for liability for bodily injury; and \$50,000 per occurrence for liability for property damage; (F) all drivers and registered owners of private or rented vehicles used shall complete and sign declaration of driver forms assuring that: (i) the driver is at least 21 years of age and holds a current valid California driver's license;(ii) the driver has not been convicted of reckless driving or driving under the influence of drugs or alcohol within the past five years; and (iii) the driver provides proof of sufficient insurance; (G) if after school or summer program arranges and/or contracts with a third party to provide this transportation, the organization or company with whom they contract must be licensed as a transportation provider, be certified to transport students (e.g., School Pupil Activity Bus certification) and have at least \$5,000,000 automobile and \$1,000,000 General Liability insurance; (H) arrangements have been made for additional vehicle for use in event of illness or emergency; and (I) students receive instruction in safe conduct on bus or other transport; and (J)

drivers shall receive safety and emergency instructions and information which shall be kept in their vehicle, including health and emergency information for each student riding in his/her vehicle.

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

6.9. Vendor is licensed to provide all proposed activities.

6.10. All after school program student participants on field trips, off site events or activities must be covered by medical or accident insurance.

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

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

**6.11.1. Definition of High Risk Activities**

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

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

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

- 6.11.1.3. Students who operate or ride as a passenger on a bicycle, non-motorized scooter or skateboard upon a street, bikeway or any other public bicycle path or trail shall wear a properly fitted and fastened bicycle helmet that meets the standards of law. Students also shall be required to wear such helmets while wearing in-line or roller skates.
- 6.11.2. Department of Justice and FBI fingerprinting and fingerprint clearance must be obtained for all non-District employee chaperones. Chaperones who continue beyond one school year will need to get fingerprint clearance once every three years from the time they begin chaperoning on after school program trips. Chaperones shall act in accordance with district policies, regulations and school rules. A person who is required to register as a sex offender pursuant to Penal Code 290 shall not serve as a chaperone on any field trip.
- 6.11.3. No chaperone shall be assigned to provide supervision or instruction of students unless he/she has submitted evidence of an examination within the past 60 days to determine that he/she is free of active tuberculosis. Chaperones whose skin test negative shall thereafter be required to take tuberculosis test every four years or sooner if deemed necessary by AGENCY.
- 6.11.4. Letter must be sent to parent(s)/guardian(s) and a meeting must be held for staff, chaperones, parent(s)/guardian(s) and students in advance of trip to discuss trip and safety related procedures, itinerary and questions.
- 6.11.5. Sleeping arrangements and night supervision are safe and appropriate.
- 6.11.6. **Vendor Proof of Insurance:** After School Program Coordinator and/or Summer Program Coordinator has obtained proof of insurance from all private vendors including:
- Facility
  - Program
- 6.12. **Additional Requirements for Field Trips/Excursions Which Include Swimming or Wading**
- 6.12.1. No swimming or wading shall be allowed on trips unless planned and approved in advance.
- 6.12.2. When wading in the ocean, bay, river or other body of water as part of a planned, supervised outdoor education activity, after school program staff shall provide for a number of chaperones to exceed the normal one to ten ratio and shall instruct both chaperones and students of the real and potential risks inherent in such activities and the precautions necessary for their safety.
- 6.12.3. **Swimming Activities**
- 6.12.3.1. Parents/guardians must provide written permission for the student to swim and must indicate the student's swimming ability. Students whose parents do not give permission for their child to swim shall be identified in advance of trip and a tracking system designed to ensure they do not enter pool or swim area.
- 6.12.3.2. Swimming facilities, including backyard pools, must be inspected by the AGENCY Executive Director and after school program staff before the trip is scheduled.
- 6.12.3.3. Owners of private pools must provide a certificate of insurance, designating OUSD and AGENCY as an additional insured, for not less than \$2,000,000 in liability coverage.
- 6.12.3.4. Lifeguards must be designated for all swimming activities. If lifeguards are not provided by the pool owner or operator, the AGENCY Executive Director shall ensure their presence. The AGENCY Executive Director shall ensure that lifeguards are Red Cross certified or equivalent and must be at least 21 years old. A swim test must be administered before any student is permitted in the deep end of the pool or swim area. A tracking system shall be designed in advance of trip to identify those students who have and have not passed the swim test.

- 6.12.3.5. The ratio of adult chaperones to students shall be at least one to ten. In grades 4-6, this ratio shall be at least one to eight. In grades K-3, this ratio shall be at least one to four.
  - 6.12.3.6. Specific supervisory responsibilities shall be determined in advance to accommodate the varying swimming abilities of students. These responsibilities shall be clarified in writing and reviewed verbally before the trip.
  - 6.12.3.7. Emergency procedures shall be included with written instructions to adult chaperones and staff.
  - 6.12.3.8. Staff and chaperones assigned to supervise students must wear swim suits and know how to swim and be at each side of the pool or swim area actively monitoring students at all times.
  - 6.12.3.9. The After School Program Coordinator and/or Summer Program Coordinator may require students to wear flotation devices, depending upon their age and swimming ability.
  - 6.12.3.10. A buddy-system or other means of surveillance shall be arranged in advance and strictly enforced during swimming activities.
- 6.13. **Additional Requirements for trips to East Bay Regional Park District Bodies of Water (swimming pools, lagoons, shoreline parks and lakes) and Related Facilities**
- 6.13.1. At least 2 weeks prior to trip date, all persons attending trip, including, but not limited to, each and every student, teacher, instructor, chaperone, supervisor, parent, administrator, volunteer, or aide (hereinafter "participant") will provide to the School District Office of the General Counsel an original, properly completed, signed and dated East Bay Regional Park District Waiver (**attached as Exhibit E**), executed by either the participant if he or she is 18 years of age or older, or the participant's parent or legal guardian if the participant is under 18 years of age
  - 6.13.2. Should AGENCY fail to provide an original, properly completed, signed and dated East Bay Regional Park District Waiver for each trip participant as defined in Section 6.13.1 above, AGENCY agrees to hold harmless, defend and indemnify OUSD, its officers, employees, volunteers and agents from all claims and actions resulting therefrom.
7. **Financial Records.** AGENCY agrees and understands that OUSD is responsible for fiduciary and programmatic oversight for the expenditure of the ASESP and 21st CCLC grant funds contracted to AGENCY by OUSD for fiscal year 2016-2017. AGENCY will function as a sub recipient of funding and as such will follow all required fiscal guidelines and meet outlined standards as referenced in applicable Federal and State sub recipient guidelines for the federal 21<sup>st</sup> Century Community Learning Centers grant program, CFDA Number 84.287, awarded by the Office of Elementary and Secondary Education Academic Improvement and Teacher Quality Programs office. Sub recipients that receive over \$500,000 of federal funds are required to undergo an annual audit and communicate findings to OUSD, as requested. AGENCY will ensure that all contracted funds of this MOU are expended as per grant guidelines.
- 7.1. **Accounting Records.** AGENCY will maintain its accounting records based upon the principles of fund accounting.
  - 7.2. **Disputes.** AGENCY shall make all records related to ASESP, 21ST CCLC available to OUSD for review. OUSD and AGENCY shall meet and confer regarding any disputes as to the amount of actual expenses before taking any action to collect funds.
8. **Invoicing**
- 8.1. **Billing Structure.** AGENCY shall only invoice for actual expenditures incurred. Supporting documentation must be presented along with monthly invoices upon request. Billing details must be

provided upon request to OUSD to ensure compliance with related sub recipient and grant guidelines.

- 8.2. **Unallowable Expenses.** AGENCY may not purchase computers or capital equipment using ASES, 21<sup>st</sup> Century Core Grant, 21<sup>st</sup> Century Direct Access, or 21<sup>st</sup> Century Family Literacy funds.
- 8.3. **Invoice Requirements.** AGENCY will submit invoices with evidence of the following staff qualifications for each AGENCY employee and AGENCY agent, including employees of subcontracting agencies and volunteers: TB Clearance, current CA Department of Justice and FBI fingerprint clearance, and Instructional Aide requirement. AGENCY will utilize the required OUSD invoicing and staff qualifications form (**Exhibit F**) for regular invoice submission.
- 8.4. **Submission of Invoices.** AGENCY must submit invoices to OUSD on a timely and regular basis for services rendered. OUSD will not accept invoices submitted more than thirty days beyond the end of each fiscal quarter. No invoices will be accepted more than 30 days past the end of June 30 of the contractual fiscal year. AGENCY must also submit invoices according to specific invoicing deadlines as outlined by OUSD to ensure timely processing. (**Exhibit G**)
- 8.5. **Submission of Invoices for ASESP and 21<sup>st</sup> Century Grants.** For services rendered related to the ASESP and 21<sup>st</sup> CCLC grants, OUSD shall pay AGENCY, on a monthly basis, for appropriately documented expenses related to the ASESP and 21<sup>st</sup> CCLC grants, with a cumulative total for 2016-2017 not to exceed \$87,119 in accordance with the attached Exhibits to this Memorandum. Invoices for payment of services shall be submitted by the 10<sup>th</sup> of each month to the OUSD After School Programs Office, utilizing the required OUSD invoicing and staff qualifications form (**Exhibit F**). OUSD will strive to adhere to second Accounts Payable check run per the published schedule of monthly payments if invoices are submitted in accordance with the deadlines and requirements set forth in this section and the accompanying Exhibits.
9. **Ownership of Documents.** AGENCY agrees that, pursuant to California law, it shall maintain program and fiscal documentation for the ASESP and 21<sup>st</sup> CCLC programs for a minimum of five years. All documents created by AGENCY pursuant to this MOU, including but not limited to reports, designs, schedules, registration packets, early release waivers, and other materials prepared, or in the process of being prepared, for the services to be performed by AGENCY, are and shall be at the time of creation and thereafter the property of OUSD, with all intellectual property rights therein vested in OUSD at the time of creation. OUSD shall be entitled to access to and copies of these materials during the progress of the work. Any such materials in the hands of AGENCY or in the hands of any subcontractor upon completion or termination of the work shall be immediately delivered to OUSD. If any materials are lost, damaged or destroyed before final delivery to OUSD, AGENCY shall replace them at its own expense and AGENCY hereby assumes all risks of loss, damage or destruction of or to such materials. AGENCY may retain a copy of all materials produced under this MOU for its use in its general business activities.

## 10. Changes

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

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

## 11. Conduct of Consultant

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

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

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

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

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

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

11.4. **Conflict of Interest.** AGENCY shall abide by and be subject to all applicable OUSD policies, regulations, statutes or other laws regarding conflict of interest. OUSD shall be permitted to hire an officer or employee of AGENCY for OUSD services in connection with or unrelated to this

Agreement and AGENCY shall be permitted to hire any officer or employee of OUSD to perform any service by this Agreement, provided that the agreement attached hereto as Exhibit J is fully executed prior to the performance of any services by the officer or employee. AGENCY affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between AGENCY's family, business or financial interest and the services provided under this MOU, and in the event of change in either private interest or services under this MOU, any question regarding possible conflict of interest which may arise as a result of such change will be brought to OUSD's attention in writing.

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



bodily injury and property damage liability insurance with combined single limits of not less than \$1,000,000 per occurrence.

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

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

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

14. **Litigation.** [This section is intentionally deleted by the parties].

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


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

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

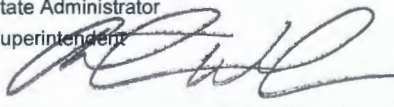
On behalf of our respective institutions or organizations, we hereby execute this Memorandum of Understanding.


**OAKLAND UNIFIED SCHOOL DISTRICT**

**• AGENCY**

  
\_\_\_\_\_  
8/25/16  
Date

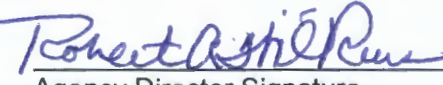
- President, Board of Education
- State Administrator
- Superintendent

  
\_\_\_\_\_  
8/25/16  
Date

Secretary,  
Board of Education  
  
\_\_\_\_\_  
7/29/16  
Date

Deputy Chief  
Community Schools and Student Services Dept.  
\_\_\_\_\_  
Date

x   
\_\_\_\_\_  
6/22/16  
Date

  
\_\_\_\_\_  
6/23/2016  
Date

**ROBERT A WILKINS, PRESIDENT/CEO**  
\_\_\_\_\_  
Print Name, Title

**Attachments:**

- **Exhibit A.** Attendance Reporting Schedule
- **Exhibit B.** Planning Tool/Comprehensive After School Program Budget
- **Exhibit C.** Enrollment Packet, including Early Release Waiver
- **Exhibit D.** List of Anticipated Field Trips, Off Site Events and Off Site Activities
- **Exhibit E.** Waiver for use of East Bay Regional

for C.L.  
Network Superintendent  
Sam Diller  
Date 7/7/16

Deputy Superintendent  
Date 8-1-16

Park District Bodies of Water (Swimming Pools, Lagoons, Shoreline Parks and Lakes) and Related Facilities

- **Exhibit F.** Invoicing and Staff Qualifications Form
- **Exhibit G.** Fiscal Procedures and Policies
- **Exhibit H.** Certificates of Insurance
- **Exhibit I.** Statement of Qualifications

*MOU template approved by Legal June, 2016*

Exhibit A

Attendance Reporting Schedule

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

Exhibit B

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

*(Template distributed separately)*

**INSERT HERE**

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

SECTION 1: School Site Information

School Site: **West Oakland Middle School**

Lead Agency: **YMCA of the East Bay**

Principal Signature: **Neha Ummat**



Lead Agency Signature: **Tariq Norris**



After School Site Coordinator Name: **Destiny Walker**

Date: **April 19, 2016**

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

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

1. **Literacy:** West Oakland Middle School (WOMS), looks to create an environment and cultivate a culture of readers across all content areas by providing intensive reading instruction for students performing 2-3 grade levels below and by raising the reading Lexile of all students by 200 pts as measured by the Scholastic Reading Inventory (SRI)
2. **Common Core Instructional Practice and Stem Education:** WOMS looks to increase students SBAC Math and ELA scores by 7% through the development of staff's common core knowledge as well as by sharing best instructional practices and collaborating on lesson planning and assessments.
3. **Strong School Culture-Safer and Respectful school:** WOMS looks to implement No Nonsense Nurturing curriculum school-wide in order to cultivate more intentional, productive relationships between students and staff.

LCAP Strategic Priorities- Complete

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

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

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

The goals and objectives of the YMCA Afterschool Program are to provide:

- **Academic program:** All students will be encouraged to achieve at least proficiency in the common core subject matters utilizing certificated teachers, COST Team members, quality support coach, school partners and qualified program staff to provide homework assistance, small group tutoring, college and career readiness activities, and skill development that aligns with school day curriculum and instruction.
- **Enrichment program with an academic undertone:** Students will enjoy enrichment program offerings including, dance, art, sports, creative writing, and debating, while developing and practicing academic and life skills. The enrichment program will offer the opportunity for youth to explore their passions and areas of interests, try new activities, and develop self-confidence as they find comfort in activities that encourage them to love who they are and who they are becoming.
- **Community Building:** Youth will develop an appreciation of their role in the WOMS after school program community. Students will demonstrate community building by caring for their peers, volunteering to help during after school program, respecting their peers and their belongings, and being a good team player by placing the needs of the after school group as a high priority. Program staff will use Be the Change and No Nonsense curriculum to instill these values in youth. With a focus that is aligned with day school programmatic goals and the implementation of quality programming, the YMCA will focus on developing young people into confident self-advocates with a desire to excel and support others.

**SECTION 3: OUSD Strategic Questions**  
Complete the matrix for at least two of the following four OUSD Strategic questions.

Strategic Questions/Desired Outcomes	Strategic Activities <i>What after school strategic activities will support the desired outcomes?</i>	Outcomes of Strategic Activities <i>What short-term outcomes will you expect from your efforts by the end of the school year?</i>	Data used to assess the strategic activities <i>What data will be collected to measure these outcomes?</i>
<b>High School Graduation:</b> How many more Oakland children are graduating from high school?			

<p><b>Satisfactory School Day Attendance:</b> How many more Oakland children are attending school 95% or more?</p>	<ul style="list-style-type: none"> <li>Monthly attendance achievement awards to after school participants who attend school 90% or more of the time.</li> <li>Weekly monitoring of school day attendance data for all after school participants; parent communication regarding regular absences</li> <li>Mentoring and coaching to students regarding the importance of coming to school daily.</li> </ul>	<ul style="list-style-type: none"> <li>90% of students/families who do not attend school at least 95% of the time will receive mentoring, parent communication, and parent support regarding attendance concerns.</li> </ul>	<ul style="list-style-type: none"> <li>ASP Attendance Records</li> <li>School Attendance Records</li> </ul>
<p><b>Job Skills/Career readiness:</b> How many more students have meaningful internships and/or paying jobs?</p>			
<p><b>Health and Well-being:</b> How many more Oakland children have access to, and use, the health services they need?</p>	<ul style="list-style-type: none"> <li>Provide students with a variety of program offerings that include at least 30 minutes of physical activity each day. Physical activities will include moderate to vigorous exercise with an introduction, cool down and reflection time for all students.</li> <li>Activities will take place indoors and outdoors.</li> </ul>	<ul style="list-style-type: none"> <li>85% of students will engage in at least one new health related activity.</li> <li>85% of students will learn at least two new ways to live healthier.</li> <li>85% of students will learn at least two self-care methods that will help them create a sense of well-being i.e. meditation, reflection, seeking support from school day clinicians.</li> </ul>	<ul style="list-style-type: none"> <li>YMCA health and wellness satisfaction pre and post student surveys.</li> <li>Reports from COST team.</li> </ul>

**SECTION 4: Program Model and Lead Agency Selection**

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

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

**Description and Rationale:** for Selection of Lead Agency  
*Describe how the selected Lead Agency partner will support the school's plans for Full Service Community School development.*

YMCA afterschool programs are designed to help youth achieve full academic potential, learn new skills, foster connections and strengthen bonds with their family and school community. These values and skills align with OUSD's targets, as outlined in the pathway from cradle to career in the Strategic Plan, making the YMCA of the East Bay a well-positioned partner.

The Y's focus on youth development, healthy living, and social responsibility ensures that staff, families, and students have access to support and partnerships that strengthen the foundations of their school and neighborhood communities. With a specific focus on nurturing the potential of every child and teen, improving health and well-being, and providing opportunities to give back and support neighbors, the YMCA enables youth, families and communities to be healthy, confident, and connected. Since 1879, the YMCA of the East Bay (the Y) has delivered innovative programs and services that address pressing social needs in Alameda and West Contra Costa Counties. Building on over a century of youth development work, we deliver specialized programs designed to help children and teens learn positive values and behaviors, explore their unique talents and interests and realize their potential.

YMCA after school programs are supported by a well-trained management staff which includes 1 Regional Director, 1 Executive Director, 1 Youth Development Coordinator, and 2 Site Directors with over 25 years of youth development, staff training, program design, and program implementation experience collectively. All YMCA program staff have youth development and academic backgrounds and have exhibited competency and a strong desire to work and excel in the youth development and after school fields. The YMCA embraces the concept of 'Life Long Learning' and promotes this concept by participating in various learning communities and engaging in opportunities for continued program quality improvement.



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

In order to remain in compliance and meet minimum funding requirements, the after school program must commence immediately upon the conclusion of the regular day and operate at least until 6pm on every regular school day for elementary and middle schools. (EC 84853) High school programs are required to operate a minimum of 15 hours per week.

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

Required # of Program Days your program will operate during School Year 2016-2017 (programs are required to operate between 177 – 180 days of the school year)	177
Projected Daily Attendance during School Year 2016-2017	78
Programs are allowed up to three days of program closure during the school year to offer staff professional development. Please list the three days (if any) your program plans to close this year for PD.	January 9th , June 7th , & June 8th

**Minimum Days**

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

Projected Number of Minimum Days for School Year 2016-2017	11
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Describe funding plan to operate program on minimum days, including additional school resources (if any), to support full program implementation on all minimum days:

*We receive no additional school resources or support for minimum days.*

**SECTION 6: Program Schedule - PLEASE SEE ATTACHED**

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

**Important Notes:** The after school schedule must commence immediately the minute the school day bell schedule ends on all program

days. Before submitting, compare the school bell schedule with the after school schedule to ensure that the times are aligned. (i.e. if the school bell schedule ends at 2:55 pm, then the after school schedule must begin at 2:55 pm. The same is true on minimum days.)

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

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

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

Middle School requirements:

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

#### SECTION 7: Transitions Support for High Need Populations of Students complete

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

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

The WOMS after school Program Coordinator will work closely with the school administrators to identify high need populations of students who are in the following categories:

- Foster Students
- Homeless Students
- New Comer Students
- English Language Learners

High need populations of students will receive a priority enrollment status and the after school program and school day will work collaboratively to ensure that the necessary program resources are available to adequately accommodate all high need students enrolled in the WOMS after school program. The WOMS after school program will also work collaboratively with the school administration and COST team to identify and coordinate a referral system for high need students in to the WOMS after school program.

**SECTION 8: Academics** Complete

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

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

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

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

Please include the following requirements:

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

Description of program/activity	Target Population	Academic Support (choose one)	SPSA goal(s) or school need supported by activity	Instructional Strategies	Frequency (hrs/week; # of weeks)	Measurable Outcomes
Support students with homework completion and general academic skills development.	All students	<input checked="" type="checkbox"/> Homework Support <input type="checkbox"/> Tutoring <input checked="" type="checkbox"/> Skill Building <input type="checkbox"/> Academic Intervention <input type="checkbox"/> Other	Literacy  Common Core Instruction	Staff will provide additional math and literacy activities that are linked to what they are learning in the school to expand and enhance learning.	1hr/M-F	Students will display an increased level of understanding and competency with subject matter on classroom test/quizzes and state standardized test. Additional school wide assessments will be used to measure gains including assessments and SRA.

<p>Students will receive subject based tutoring to assist them in understanding specific concepts and school day learning targets. Subject based tutoring will occur in small groups.</p>	<p>Students falling below a 2.0 G.P.A. in core classes</p>	<p><input type="checkbox"/> Homework Support  <input checked="" type="checkbox"/> Tutoring  <input type="checkbox"/> Skill Building  <input checked="" type="checkbox"/> Academic Intervention  <input type="checkbox"/> Other</p>	<p>Literacy Common Core Instruction</p>	<p>ASP Staff and extended day contract teachers will provide academic intervention to students (specifically targeting the 8<sup>th</sup> grade class) beginning after the first marking period.</p>	<p>1 hr./ Mon, Tues, Thurs</p>	<p>Students will display an increased level of understanding and competence with subject matter on classroom test and quizzes and state standardized test. Additional school wide assessments will be used to measure gains including assessments and SRA.</p>
<p>Students will receive weekly skill building lessons and challenges that allow students to learn and practice study skill habits such as note taking, researching, etc.</p>	<p>All students</p>	<p><input type="checkbox"/> Homework Support  <input type="checkbox"/> Tutoring  <input checked="" type="checkbox"/> Skill Building  <input type="checkbox"/> Academic Intervention  <input type="checkbox"/> Other</p>	<p>Literacy Common Core Instruction</p>	<p>ASP Staff will implement "The Final Five" where students will learn a study skill tip in the final 5 minutes of their homework hr. Students will practice this tip daily and at the end of the week, students will compete in an ASP "Final Five" challenge.</p>	<p>5min/M-F</p>	<p>Students will display an increased level of understanding and competence with subject matter on classroom test and quizzes and state standardized test.</p>

			<input type="checkbox"/> Homework Support <input type="checkbox"/> Tutoring <input type="checkbox"/> Skill Building <input type="checkbox"/> Academic Intervention <input type="checkbox"/> Other							
			<input type="checkbox"/> Homework Support <input type="checkbox"/> Tutoring <input type="checkbox"/> Skill Building <input type="checkbox"/> Academic Intervention <input type="checkbox"/> Other							
<p><b>SECTION 9: ENRICHMENT &amp; PHYSICAL ACTIVITY / RECREATION complete</b>                  Enrichment activities and physical activity/recreation are required components of the ASES and 21<sup>st</sup> Century grants. Enrichment activities should provide students with the opportunity to apply their classroom learning in a real, hands-on way. Enrichment activities should intentionally and creatively build skills that support students' success in school and in life. Enrichment activities often support school goals for health and wellness, positive school climate, arts learning, and student engagement.</p> <p>Please include the following required and recommended Middle School Program Components: Youth leadership, middle school athletics, and college and career readiness programming.</p>										
Description of Program/Activity	Rationale	SPSA goal(s) or school need supported by activity	Target Population and Frequency (hrs/week; number of weeks offered)	Targeted Skills	Measurable Outcome					
Model United Nations	<input checked="" type="checkbox"/> Student Identified <input type="checkbox"/> School Identified <input type="checkbox"/> Parent Identified <input type="checkbox"/> Other (specify)	Literacy  Strong School Culture  Student Engagement	20 students Meetings 1.5 hr/week 2 conferences /school year	<input checked="" type="checkbox"/> College/Career Readiness <input checked="" type="checkbox"/> Social & Emotional Learning <input checked="" type="checkbox"/> Leadership <input checked="" type="checkbox"/> Academic (specify) Reading, Writing, Research, Critical thinking <input type="checkbox"/> Health and Wellness <input type="checkbox"/> Other (specify)	Students will demonstrate knowledge of issues impacting our international community.  Students will learn to engage in healthy debate and consensus making.					

<p>STEP UP Program Provides students with an opportunity to build awareness of college &amp; career requirements.  Ensures students are aware of their progress towards promotion, high school graduation, and college enrollment  Provides students with curriculum that is meaningful and challenging</p>	<p>X Student Identified <input type="checkbox"/> School Identified <input type="checkbox"/> Parent Identified <input type="checkbox"/> Other (specify)</p>	<p>Strong School Culture  Common Core Instruction  Student Engagement  Positive School Climate</p>	<p>All Students 45 mins/week Sept-June</p>	<p>X College/Career Readiness <input type="checkbox"/> Social &amp; Emotional Learning X Leadership X Academic (specify) <input type="checkbox"/> Health and Wellness <input type="checkbox"/> Other (specify)</p>	<p>Students will learn how to lead meeting, maintain decorum and understand the importance of civic engagement.  Students will develop reading writing, research, public speaking, problem solving and social skills.</p>
<p>Students will be able to articulate the A-G requirements necessary for successful college admittance  Students will create an academic road map identifying strategies towards successful transition into high school (8<sup>th</sup>)</p>					

<p>Introduces students a host of college and career opportunities by way of guest speakers and presentations</p>					<p>grade only) Students will complete a college admissions or career pathway project demonstrating their learned knowledge around college admittance or a career of their choice</p>
<p>Flag Football</p>	<p>X Student Identified <input type="checkbox"/> School Identified <input type="checkbox"/> Parent Identified <input type="checkbox"/> Other (specify)</p>	<p>Strong School Culture Student Engagement</p>	<p>20 students 3 hrs/week 16 weeks</p>	<p><input type="checkbox"/> College/Career Readiness <input type="checkbox"/> Social &amp; Emotional Learning X Leadership <input type="checkbox"/> Academic (specify) X Health and Wellness <input type="checkbox"/> Other (specify)</p>	<p>Students will build skill sets as needed to play/compete in sport.  Students will demonstrate a physical fitness and knowledge about healthy lifestyles.  Students will learn the dynamics and responsibilities of a student-athlete</p>
<p>Boy Basketball</p>	<p>X Student Identified <input type="checkbox"/> School Identified <input type="checkbox"/> Parent Identified</p>	<p>Strong School Culture</p>	<p>20 students 3 hrs/week 18 weeks</p>	<p><input type="checkbox"/> College/Career Readiness <input type="checkbox"/> Social &amp; Emotional Learning X Leadership</p>	<p>Students will build skill sets as needed to</p>

	<input type="checkbox"/> Other (specify)	Student Engagement	<input type="checkbox"/> Academic (specify) <input checked="" type="checkbox"/> Health and Wellness <input type="checkbox"/> Other (specify)	<p>play/compete in sport.</p> <p>Students will demonstrate a physical fitness and knowledge about healthy lifestyles.</p> <p>Students will learn the dynamics and responsibilities of a student-athlete</p> <p>Students will build skill sets as needed to play/compete in sport.</p> <p>Students will demonstrate a physical fitness and knowledge about healthy lifestyles.</p> <p>Students will learn the dynamics and responsibilities of a student-athlete</p> <p>Students will build skill sets as needed to</p>
Girls Basketball	<input checked="" type="checkbox"/> Student Identified <input type="checkbox"/> School Identified <input type="checkbox"/> Parent Identified <input type="checkbox"/> Other (specify)	<p>Strong School Culture</p> <p>Student Engagement</p>	<input type="checkbox"/> College/Career Readiness <input type="checkbox"/> Social & Emotional Learning <input type="checkbox"/> Leadership <input type="checkbox"/> Academic (specify) <input checked="" type="checkbox"/> Health and Wellness <input type="checkbox"/> Other (specify)	<p>20 students</p> <p>3 hrs/week</p> <p>18 weeks</p>
Cheerleading	<input checked="" type="checkbox"/> Student Identified <input type="checkbox"/> School Identified <input type="checkbox"/> Parent Identified	Strong School Culture	<input type="checkbox"/> College/Career Readiness <input type="checkbox"/> Social & Emotional Learning <input type="checkbox"/> Leadership	<p>15 students</p> <p>3 hrs/week</p> <p>35 weeks</p>



	<input type="checkbox"/> Other (specify)	Student Engagement		<input type="checkbox"/> Academic (specify) <input checked="" type="checkbox"/> Health and Wellness <input type="checkbox"/> Other (specify)	<p>play/compete in sport.</p> <p>Students will demonstrate a physical fitness and knowledge about healthy lifestyles.</p> <p>Students will learn the dynamics and responsibilities of a student-athlete</p> <p>Students will build skill sets as needed to play/compete in sport.</p> <p>Students will demonstrate a physical fitness and knowledge about healthy lifestyles.</p> <p>Students will learn the dynamics and responsibilities of a student-athlete</p> <p>Students will host an art gallery as well as</p>
Dance	<input checked="" type="checkbox"/> Student Identified <input type="checkbox"/> School Identified <input type="checkbox"/> Parent Identified <input type="checkbox"/> Other (specify)	<p>Strong School Culture</p> <p>Student Engagement</p> <p>Arts Learning</p>	<p>15 students</p> <p>2 hrs/week</p> <p>35 weeks</p>	<input type="checkbox"/> College/Career Readiness <input type="checkbox"/> Social & Emotional Learning <input type="checkbox"/> Leadership <input type="checkbox"/> Academic (specify) <input checked="" type="checkbox"/> Health and Wellness <input type="checkbox"/> Other (specify)	<p>Students will build skill sets as needed to play/compete in sport.</p> <p>Students will demonstrate a physical fitness and knowledge about healthy lifestyles.</p> <p>Students will learn the dynamics and responsibilities of a student-athlete</p>
Art	<input checked="" type="checkbox"/> Student Identified <input type="checkbox"/> School Identified <input type="checkbox"/> Parent Identified	<p>Strong School Culture</p>	<p>20 students</p> <p>2 hrs/week</p> <p>35 weeks</p>	<input type="checkbox"/> College/Career Readiness <input checked="" type="checkbox"/> Social & Emotional Learning <input type="checkbox"/> Leadership	<p>Students will host an art gallery as well as</p>

	<input type="checkbox"/> Other (specify)	Student Engagement Arts Learning		<input type="checkbox"/> Academic (specify) <input type="checkbox"/> Health and Wellness <input type="checkbox"/> Other (specify)	provide artistic direction for ASP events.  Students will demonstrate an appreciation for arts and humanities
Theatre	<input checked="" type="checkbox"/> Student Identified <input type="checkbox"/> School Identified <input type="checkbox"/> Parent Identified <input type="checkbox"/> Other (specify)	Strong School Culture Literacy Common Core Instruction Student Engagement Arts Learning	15 students 3 hrs/week 35 weeks	<input type="checkbox"/> College/Career Readiness <input checked="" type="checkbox"/> Social & Emotional Learning <input checked="" type="checkbox"/> Leadership <input checked="" type="checkbox"/> Academic (specify) reading and writing development <input type="checkbox"/> Health and Wellness <input type="checkbox"/> Other (specify)	Students will learn how to write scripts, produce and perform two major productions  Students will demonstrate an appreciation for arts and humanities
Weird Science	<input checked="" type="checkbox"/> Student Identified <input type="checkbox"/> School Identified <input type="checkbox"/> Parent Identified <input type="checkbox"/> Other (specify)	Common Core Instructional Practice and Stem Education Student Engagement	20 students 3 hrs/week 35 weeks	<input type="checkbox"/> College/Career Readiness <input type="checkbox"/> Social & Emotional Learning <input type="checkbox"/> Leadership <input checked="" type="checkbox"/> Academic (specify) STEM Education <input type="checkbox"/> Health and Wellness <input type="checkbox"/> Other (specify)	Students will produce a STEM project for the annual science fair.
Leadership	<input checked="" type="checkbox"/> Student Identified <input type="checkbox"/> School Identified	Common Core	20 students 2 hrs/week	<input type="checkbox"/> College/Career Readiness <input checked="" type="checkbox"/> Social & Emotional Learning	Students will lead weekly

	<input type="checkbox"/> Parent identified <input type="checkbox"/> Other (specify)	Instructional Practice and Stem Education  Student Engagement  Positive School Climate	35 weeks	X Leadership <input type="checkbox"/> Academic (specify) <input type="checkbox"/> Health and Wellness <input type="checkbox"/> Other (specify)	community activities such as Wild'n Out Wednesday and BIC. Students will also be responsible for ASP fundraisers and volunteer projects.
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**SECTION 10: FAMILY ENGAGEMENT / FAMILY LITERACY.**  
 After school provides an excellent context to foster parent involvement, connect families to the larger school community, and share important information related to the after school and regular school day programs. After school family engagement efforts should be aligned with school day efforts, and support school goals for family involvement. A variety of activities may be offered, including: parent workshops, family celebrations, parent and child-together activities, parent leadership and volunteer opportunities.

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

Type of Activity and Frequency	SPSA goal(s) or school need supported by activity	Describe how this activity is connected to student achievement	Measurable Outcome	Alignment with school day family engagement / family literacy efforts or resources
Homecoming Week	Strong School Culture Positive School Climate Student Engagement	Parent will be invited to volunteer, spectate and participate in activities which can have a strong impact on student academic achievement, student's social skill s development, and student's attendance.	85% of parents and students will attend and participate in the following: Homecoming Game Homecoming Dance Spirit Week Harvest Fest Parents will learn more about what students	This event will run in conjunction with the school Harvest Fest. ASP will partner with school to determine direction of Homecoming week

<p><b>ASP Theatre Productions</b> 1 per semester</p>	<p>Strong School Culture Positive School Climate Student Engagement</p>	<p>Parent will be invited to volunteer, spectate and participate in activities which can have a strong impact on student academic achievement, student's social skills development, and student's attendance.</p>	<p>85% Parents and students will learn about historical figures in black history and participate in Black History Month Production Spring Production</p>	<p>These events will run in conjunction to schools Black History Month activities. ASP will partner with school to determine the direction of each production</p>
<p><b>Family Literacy Night</b> 1 second semester</p>	<p>Strong School Culture Positive School Climate Student Engagement Literacy</p>	<p>Parent will be invited to volunteer, spectate and participate in activities which can have a strong impact on student academic achievement, student's social skills development, and student's attendance.</p>	<p>80% Parent will learn how to support students achieve literacy goals by participating in the following: Book Fair, Family Journal, Information Tables, Young Writer's Corner, oratorical contest, Parent Literacy Coaching Workshops</p>	<p>This event will run in conjunction with the school literacy week. ASP will partner with school to determine direction of literacy event.</p>
<p><b>Family STEM Night</b> 1 second semester</p>	<p>Strong School Culture Positive School Climate Student Engagement Literacy Science</p>	<p>Parent will be invited to volunteer, spectate and participate in activities which can have a strong impact on student academic achievement, student's social skills development, and student's attendance.</p>	<p>80% Parent will learn how to support students achieve STEM education goals by participating in the following:  <ul style="list-style-type: none"> <li>● Science Fair</li> <li>● Hands on Science Activities</li> </ul> </p>	<p>This event will run in conjunction with the school science week. ASP will partner with school to determine direction of literacy event.</p>

<p><b>Family Fun Night 1 per semester</b></p>	<p>Strong School Culture Student Engagement Positive School Climate</p>	<p>Parent will be invited to volunteer, spectate and participate in activities which can have a strong impact on student academic achievement, student's social skill s development, and student's attendance.</p>	<p>Families will be introduced to healthy food choices and learn new ways to support their children's social emotional development by participating in fun activities with them. Family Cooking Night Family Carnival Night</p>	<p>ASP will partner with school to determine direction event as it relates to school literacy efforts.</p>
<p><b>SECTION 11: Chronic Absence Action Plan</b>                  Improving school day attendance for all students and reducing chronic absenteeism is one of the key DUSD strategic goals. The district goal is that all students will attend school at least 95% of the required school days or more, thereby achieving satisfactory attendance. Students who attend school 90% or less of required days are considered chronically absent. Students whose attendance falls in the "grey zone" between 90% - 95% are considered at risk of chronic absenteeism.   <i>In partnership with the school day, after school programs can play an important role in supporting student attendance by doing things like celebrating good attendance, informing parents about the importance of attendance, uncovering what challenges students/families are facing that cause them to miss school, regularly monitoring student attendance data, contacting families to let them know their child was missed at school, etc., in addition to providing meaningful after school learning experiences that help keep students engaged and coming.</i>                   Below are several key strategies that after school programs can implement in partnership with the school day, in order to promote positive attendance, and support students and families who are struggling with attendance. Select <b>at least two</b> of the following strategies below, and identify specific action steps that your program will implement for each strategy.</p>				
<p><b>Strategies to Support Attendance</b></p>				
<p>a) Recruit and address the needs of students who are at risk of chronic absenteeism.</p>	<p><b>Action Steps</b>                  Y Staff attend COST meeting and monthly partners meeting to monitor needs of students in this area and receive additional ASP referrals from partners and school administrators.                  ASP Site Coordinator and Community Schools Director meet weekly and discuss SARB referrals.                  Hold monthly parent meeting.                  Host parent engagement workshops and opportunities at WOMS.                  Create a monthly parent newsletter highlighting the keys to success. Stress attendance and active participation.</p>			
<p>b) Inform parents about the importance of attendance and encourage parents to help each other get their students to class.</p>	<p><b>Action Steps</b>                  Y Staff attend COST meeting and monthly partners meeting to monitor needs of students in this area and receive additional ASP referrals from partners and school administrators.                  ASP Site Coordinator and Community Schools Director meet weekly and discuss SARB referrals.                  Hold monthly parent meeting.                  Host parent engagement workshops and opportunities at WOMS.                  Create a monthly parent newsletter highlighting the keys to success. Stress attendance and active participation.</p>			

<p>c) Track students with poor program attendance and reach out to find out why and how attendance could be improved.</p>	<p>After the third absence, a phone goes home to parents and letter sent.</p> <p>Site Coordinator pulls student during the school day to inquire about chronic absence and to gauge interest in the ASP.</p> <p>Parent meeting held, if necessary, seeking solutions to promote continued participation and reduce absenteeism.</p> <p>Conduct weekly recognition ceremony honoring students who have demonstrated desired behaviors and who have maintained excellent participation and attendance.</p>
<p>d) Celebrate good attendance and/or offer meaningful incentives to attract and reward students for attending our program.</p>	<p>In conjunction with the school's monthly assembly, provide certificates and incentives to those who have attained attendance of 90% or better. Include names of star students and students of the month in the monthly newsletter for families and surrounding community.</p> <p>Create a display in the hall showcasing students of the month highlighting their achievements.</p>
<p><b>SECTION 12: Transforming School Culture and Climate</b>          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.</p>	
<p>a) The following are strategies that OUSD schools are taking to change discipline and transform school culture and climate. Which of the following school strategies will your after school program work to intentionally align with, in order to support positive school culture and climate?</p> <p><input checked="" type="checkbox"/> PBIS (Positive Behavioral Interventions and Support)</p> <p><input checked="" type="checkbox"/> Restorative Justice</p> <p><input checked="" type="checkbox"/> Social and Emotional Learning</p> <p><input type="checkbox"/> Bullying Prevention: including online safety and creating climate of safety for all youth including foster youth, homeless, LGBTQ, disabilities, etc</p> <p><input type="checkbox"/> Other: (please specify)</p> <p>b) How will the school and lead agency partner work together to ensure that the after school program is aligned with these efforts, and helping to transform school culture and climate? (ie. shared professional development, curriculum, coaching, planning meetings, COST meetings, etc.)          The principal, the after school director, and the lead agency representative will regularly meet to discuss strategies for implementation, the progress of implementation, and any modifications and adjustments required for successful alignment. The after school director on the school's</p>	

<p>ILT, COST, SST, and SSC teams. Furthermore, the after school director will have a standing space on the principal's agenda at bi-weekly meeting with the traditional school day staff; ensuring that all are abreast of the after school program's deliverables, YPQA goals, challenges and objectives as they relate to alignment with school day goals and objectives. The YMCA will provide ongoing support and professional development opportunities around the YPQA process to ensure program quality standards are met and align with the school day.</p> <p>c) Reducing the disproportionate suspension rates of African American students is a key priority for OUSD. Please describe any special efforts your after school program is taking to support the school engagement, social-emotional well-being, and/or academic success of African American students at your school (ie. Manhood Development, Ethnic Studies curriculum, recognition ceremonies for student accomplishments, Black professionals as role models or mentors, etc.): The WOMS after school program will incorporate manhood development clubs where young African American men will have the opportunity to learn about self-awareness, problem solving, health living, making healthy choices and goal setting. Guest speakers and business professionals will be incorporated to motivate and inspire students and provide mentorship opportunities. Efforts will be made to collaborate with the African American Male Achievement program to complement our after school efforts to lower suspension rates for African American males and provide them with opportunities to achieve academically, address social and community issues and set personal and academic goals.</p> <p>d) Please mark other strategies your after school program and school site are using to support all students and address disproportionality:</p> <p><input checked="" type="checkbox"/> Using Restorative practice to address disproportionality related to discipline</p> <p><input checked="" type="checkbox"/> Trauma informed practices</p> <p><input checked="" type="checkbox"/> Using PBIS to address discipline</p>	<p><b>SECTION 13: Social and Emotional Learning (SEL)</b>          Developing SEL skills in students and in the adults who work in the Oakland school system is a key priority for OUSD. SEL includes the following skills: self-management, self-awareness, social awareness, relationship skills, and responsible decision-making.</p> <p>Describe how you will work intentionally to develop SEL skills in program staff:</p> <p>Staff will undergo a series of trainings to gain a deeper understanding of SEL and ways to intentionally bring SEL into the classroom including Positive Behavior Intervention Strategies (PBIS), Building Intentional Communities (BIC) Curriculum, No-Nonsense Nurturing Curriculum, Restorative Justice (RJ) and YMCA youth engagement practices. Staff will become familiar with SEL language that allows them to identify and acknowledge when youth do and do not display these desired behaviors. Staff will (on a daily basis) do activities with youth that will allow youth to develop and/or refine their SEL skills. Staff will stay informed of youth undergoing challenges through Admin, COST, IEP, and SST meetings.</p> <p>Describe how you will work intentionally to develop SEL skills in students:</p> <p>Youth will undergo a two week intensive workshop of BIC Curriculum in which youth will have the opportunity to build into the foundations of our program values and build out the expectations of our ASP Community. After this two week period, students will engage in BIC 1-2 times per</p>
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	<p>week. Students will also have the opportunity to develop an ASP student council that will lead community meetings, co-teach BIC and serve as a mediation and RJ counsel for their peers. On a weekly basis, students will be acknowledged for their positive use or development of SEL skills through ASP Prop Circles. A least once a week, students will have the opportunity to lead their enrichment class. Students will also engage in project based learning in which they will present their projects in a series of ASP showcases.</p>
<p><b>SECTION 14: Coordination with Other Service Providers</b>          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.</p>	
<p>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?</p>	<p> <input checked="" type="checkbox"/> COST team (Coordination of Services Team)  <input checked="" type="checkbox"/> SST (Student Study Team)  <input checked="" type="checkbox"/> SSC (School Site Council)  <input checked="" type="checkbox"/> ELT (Educational Leadership Team)  <input type="checkbox"/> PTA  <input checked="" type="checkbox"/> Attendance Team/Workgroup  <input checked="" type="checkbox"/> SPSA Site Planning team  <input checked="" type="checkbox"/> School Culture/Climate Committee  <input type="checkbox"/> Other (specify)         </p>
<p>List key community partners whom you will actively collaborate with to accomplish the goals of your program.</p>	<p>           Safe Passages ELEV8 Project Manager            Tech Bridge            Oakland Athletics League (OUSD)            Girls Inc.            Future Sound's Beats            Alameda County Food Bank            East Bay Regional Parks District            Be the Change            Oakland Museum of California            YMCA of the USA-            Oakland Public Libraries            St. Anthony's Foundation            Dress for Success            Be the Change         </p>
<p>List all subcontractors who will be paid to deliver after school services.</p>	



<p>Identify other service providers and support personnel at your school (ie. school psychologist, School Based Health Center staff, counselor, mental health therapist, school nurse, parent liaison, etc.) whom you will actively collaborate with to accomplish the goals of your program.</p>	<p>Safe Passages ELEV8 Project Manager                  Safe Passages Parent Advocate                  Lifelong Medical Parent Outreach Coordinator                  OUSD Outreach Coordinator                  Lifelong Medical Adolescent Services Coordinator                  ASPIRE Clinical Staff                  STARS Clinical Staff</p>
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**2016-17 After School Enrollment Policy for 2016-2017 School**

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

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

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

Target Population(s)	Specific Data to Inform Selection of Program Participants	(High School Only) Indicate if participation is <i>Optional</i> or <i>Mandatory</i> for each target population
7 <sup>th</sup> grade FBB, BB,ELL, Transfer Students, New Comer Students	Grades, teacher referrals & assessments, COST referrals, attendance reports,	
8 <sup>th</sup> grade FBB, BB FBB, BB,ELL, Transfer Students, New Comer Students	Grades, teacher referrals & assessments, COST referrals, attendance reports	
6 <sup>th</sup> grade FBB, BB FBB, BB,ELL, Transfer Students, New Comer Students	Grades, teacher referrals & assessments, COST referrals, attendance reports	

**Which grade levels will you serve in this program?** 6-8

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

**Additional Notes:**

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

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

Timeline	After School Enrollment Steps/Process	Individual(s) responsible
<b>April-June 2016</b>	Table at upcoming family events including science fair, theatre production, health fair, and family fun night	ASP Program Staff
<b>April-May 26<sup>th</sup></b>	Release enrollment forms to current ASP 6 <sup>th</sup> and 7 <sup>th</sup> graders. Provide a May 26 <sup>th</sup> deadline for enrollment security	ASP Program Staff
<b>May 2016</b>	Distribute program handbooks, flyers and enrollment forms to neighboring school such as Martin Luther King and Lafayette Elementary. With a May 26 <sup>th</sup> deadline for enrollment security	Coordinator
<b>May 2016</b>	Provide open house orientation for potential incoming 6 <sup>th</sup> graders and family.	ASP Program Staff
<b>June 2016</b>	Inform families of students that are enrolled into ASP as well as those that are on the waiting list. Mail out, send home, robo-call families to inform them of Fall afterschool parent orientation.	ASP Program Staff
<b>August 2016</b>	Table at school enrollment days; Host an ASP parent orientation in conjunction with day school orientation	Coordinator
<b>October – April 2017</b>	Connect with Admin, COST team, families to enroll youth that trickle into the school year after September	Coordinator

**Important dates to include in your timeline:**

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

**School Support for Program Recruitment**

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

1. Front Office of West Oakland Middle School to assist with the promotion of the WOMS after school program i.e. sharing promotional information with parents and handing out enrollment forms to interested parents.
2. Referrals of students to WOMS after school program from school counselors and teachers.
3. Promotion of the WOMS after school program during parent conferences, open houses, and other family oriented events to increase and sustain enrollment.
4. Increase collaborative efforts with COST team at WOMS to establish a comprehensive referral system to the WOMS after school program.
5. Collaborate with school Admin to host two Day and After School Parent meetings to outline the partnership, school day alignment goals, and the importance of the WOMS after school program as a key part of the school community. Work with Admin to create and revise guidelines for mandatory ASP study hall groups in the event a student falls below a 2.0 GPA.

Principal Signature: \_\_\_\_\_

*MLMAB*

Lead Agency Signature: \_\_\_\_\_

*[Handwritten Signature]*

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

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

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

Principal Signature: NU Lead Agency Signature: [Signature]  
 ASES and 21st CCLC Elementary and Middle School After School Programs  
 2016-2017

### Quality Support Coach (formerly called "Academic Liaison")

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

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

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

#### Quality Support Coaching Planning

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

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

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



After School Safety and Emergency Planning for 2016-17

After School Safety and Emergency Planning

A) The Comprehensive School Site Safety Plan will incorporate the After School Program. The Principal and Site Coordinator will discuss plans and procedures for after school safety, and the Site Coordinator will have access to the Comprehensive School Site Safety Plan.
 Yes  No

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

B) Describe the training that site will provide after school staff on safety procedures, including lockdown procedures and communication protocols for crisis response. After school director will be part of the summer planning meetings to review and improve processes and procedures that are inclusive of both the traditional school day program and the after school program. In coordination with Site Coordinator, Regional Director, and training consultants we will conduct trainings before schools start for all ASP staff. Trainings will be designed to review OUSD, School site and YMCA specific safety policies. Documentation reports from OUSD and YMCA will be reviewed and questions will be answered and clarified.

C) Principal and Site Coordinator have reviewed the OUSD After School Emergency/Crisis 1st Level Response Notification Protocol.
 Yes  No

Facility Keys

Will the After School Program have access to facility keys for all areas where after school programming occurs?
 Yes  No

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

SSO Staffing: (check one)

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

Principal Signature: \_\_\_\_\_

Lead Agency Signature: \_\_\_\_\_
ASES and 21st CCLC Elementary and Middle School After School Programs
2016-2017

## Professional Development and Staff Wellness

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

a) What professional development, coaching, and training supports will be provided by the lead agency partner? The Y uses a Leadership Competency Model which provides a framework for staff to build knowledge, skills and abilities. Leadership competency development is a collaboration among the employee, their supervisor(s), and Y-USA, which designs and implements accessible, affordable training resources. Professional development plans help our staff grow in advancing the Y's promise to strengthen communities; working with, understanding and developing others; ensuring relevance, effectiveness and sustainability, and developing continually to adapt to new challenges. Our professional development training offerings will also include partnerships with local organization that have proven track records as being leaders in youth development i.e. Be the Change, Partnership for Children and Youth, Cal State East Bay Hayward STEM Institute, and Alameda County Office of Education-Power of Discovery STEM Community.

Site Directors will receive on the job training and support from the Director of Youth and Family Programs, who brings 7 years of YMCA afterschool program management experience to his role as supervisor, mentor and coach. They will also participate in OUSD professional development opportunities in addition to monthly meetings. The Youth Development Coordinator (YDC) will provide on-site support to put trainings into action by spending time each week in program modeling strategies, observing and coaching staff and monitoring progress on smart goals and YPQA strategies.

YMCA of the East Bay will also continue to provide accelerated trainings in STEM content to ensure it is a priority area of focus in all of our Afterschool Programs.

### Pre-Program Trainings Site Supervisors and Group Leaders:

- Youth Development Framework
- Training Month(s): August or October 2016 & March 2017
- SPARK Training (Sport Play & Active Recreation for Kids)
- Training Months August 2016 and January 2017
- Be the Change- Building Intentional Communities Training & on site coaching sessions
- Training Months August 2016 and January 2017
- Behavior Management/Mindfulness (Bringing out the best in students)
- Training Month(s): August 2016 & January 2017
- Program/Lesson Planning 101
- Training Month(s): August 2016 & January 2017
- Emergency Preparedness (earthquake, fire, shelter in place, flood) September & October
- Training Month(s): August 2016 & February 2017
- Introduction to STREAMS (Science, Technology, Reading, Engineering, Art, Math, Sports)
- Training Months August 2016, January 2017, April 2017
- Group Management & Team Building
- Training Month(s): September 2014 & March 2015



- **Facilitative Leadership: Effective Communication**

Training Month(s): October 2014 & March 2015

- **CPR/First Aid (All Site Supervisor & 1 to Group Leaders per site based on funding availability)**  
Training Month(s): August 2014
- **Child Abuse Prevention / Mandated Reporting**  
Training Month(s): August 2014 & January 2015
- **Workplace Safety: Slips Trips and Falls & Safe Lifting**  
Training Month(s): August 2014 & March 2015
- **Risk Management**  
Training Month(s): September 2014 & January 2015

\*Trainings in blue will be provided based on available contract funds and availability of in-kind trainers.

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

- YPOA training
- Program Quality Road Map Training- Continuing our program quality goals from our strategic planning and coaching with Partnership for Children and Youth
- Lesson Planning &
- School Site Safety trainings
- SEL- No Nonsense Nurturing
- Incorporating STEM in after school – STEM Circle Labs (Gateways East Bay STEM Network)
- BIC – Building Intentional Communities (Be the Change)

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

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

Staff Wellness

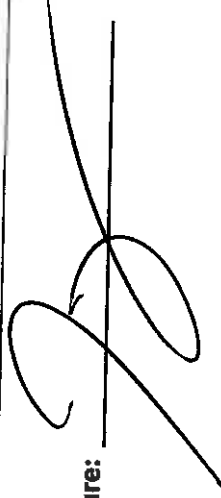
e) Please describe ways your program will work to support staff wellness over the course of the year:

- All staff and their families receive free memberships to the YMCA and the staff may enroll in the Diabetes Prevention Program at no cost. Additional discounts up to 50% are provided for the other programs we offer.
- YMCA's have Healthy Eating Physical Activity Standards that help our programs make the healthy choice the easy choice for both employees and participants. We offer several educational opportunities a Healthy Holiday challenge for our staff and members every year.
- Finally, we encourage staff and participants to follow the Healthy Family Home practices so that both they and their families will play together, eat well, drink more water, get outside and get plenty of rest.
- The YMCA invites all female staff to participate in its annual Women's Wellness Retreat designed to address healthy eating, fitness, self-care, and healthy lifestyle choices.
- We will have several staff retreats that will include team building, mindfulness, healthy eating, leadership and reflection.

Principal Signature: \_\_\_\_\_



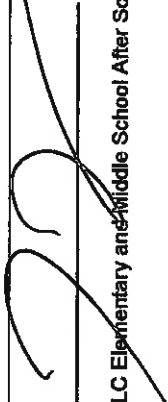
Lead Agency Signature: \_\_\_\_\_



**Addendum for 21<sup>st</sup> Century Community Learning Center Grantees Only**

<p><b>Equitable Access:</b> (must be completed by all programs that receive 21<sup>st</sup> Century Equitable Access funding)                  Some 21<sup>st</sup> Century programs receive extra Equitable Access funding. The intent of Equitable Access funding is to provide targeted supports for special populations of students who may face challenges and barriers to program participation. Examples of allowable use of Equitable Access funds include:</p> <ul style="list-style-type: none"> <li>- additional academic interventions/supports to struggling students (i.e. English Language Learners, students with special needs, etc.);</li> <li>- mental health support services that enable students to fully participate in the after school program</li> <li>- translation services, bus tickets, and other supports that make it possible for students to participate in program</li> </ul>	
<p><b>How will your 21<sup>st</sup> Century program support equitable access in your program? Which population(s) of students in your program will receive extra support through the Equitable Access supplemental grant? Please describe your planned use of Equitable Access funds. Your plans must align with your Equitable Access budget.</b></p> <p style="text-align: center;"><b>Non-Applicable we have no EA funds</b></p>	
<p><b>21<sup>st</sup> Century Supplemental Programming during 2016-17 School Year – <i>Non-Applicable</i></b>                  Describe your planned programming on weekends, intercession breaks, and other non-school days during the 2016-17 school year. Your supplemental program plans must match your proposed supplemental program budget.                  (Please do NOT include summer program plans here, there will be a separate summer planning template.)</p>	
<p><b>Number of supplemental program days you plan to offer during the 2016-17 school year:</b></p>	
<p><b>Dates of Service:</b></p>	
<p><b>Hours of Operation: (note that supplemental programs must operate at least 3 hours/session)</b></p>	
<p><b>Description of Supplemental program activities: (describe goals of programming, target audience, planned activities, etc.)</b></p>	

Principal Signature: 

Lead Agency Signature: 

Addendum for Middle School After School Programs Only

School Site: West Oakland Middle School

Lead Agency: YMCA of the East Bay

**Middle School Athletics**

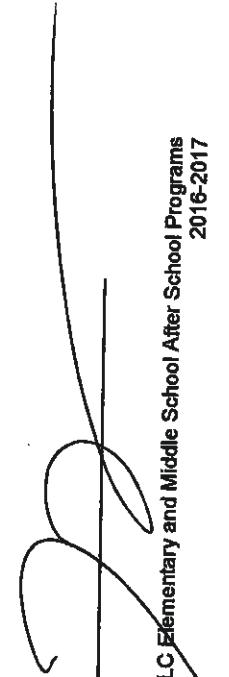
Sports are an exciting way to keep students engaged in school, and to support health & wellness and community building. OUSD encourages after school programs to participate in the OUSD middle school sports league, which consists of after school sports practices and games on the weekend. Lead agency staff,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

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

- Co-ed Flag Football
- Girls Cross Country
- Boys Cross Country
- Girls Basketball
- Boys Basketball
- Girls Soccer
- Boys Soccer
- Girls Track and Field
- Boys Track and Field
- Girls Volleyball
- Boys Volleyball
- Other: (Please describe \_\_\_\_\_)

- I understand that my middle school sports activities will be listed on my 2016-17 program schedule.
- I understand I will submit a Schedule of Field Trips and Off-Campus Activities form each semester, listing my program's after school athletic games and practices.
- I understand that all students participating in middle school sports will complete an OUSD Release of Liability and Assumption of Risk form for Middle School Sports League Activities.

Principal Signature: 

Lead Agency Signature: 

2016-17 Elementary/Middle School After School Program Budget

**AFTER SCHOOL BUDGET PLANNING SPREADSHEET**

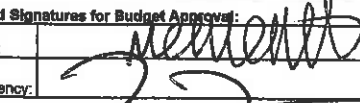
ELEMENTARY & MIDDLE SCHOOLS

Site Name	ASES	OFCY Match Funds	Program Fees (if applicable)	Other Agency Funds	Other Lead Agency Funds
Site Name: West Oakland Middle School					
Site #: 1170					
Average # of students to be served only (ADA)					
<b>TOTAL GRANT AWARD</b>	104,850.65	86,000.00		0.00	0.00
<b>CENTRAL COSTS: INDIRECT ADMIN EVALUATED POSTAL SUPPLIES</b>					
OUSD Indirect (6%)	4,983.30				
OUSD ASPO admin, evaluation, and training/technical assistance costs	6,520.28				
Custodial Staffing and Supplies at 3.25%	3,027.27				
<b>TOTAL SITE ALLOCATION</b>	90,118.63				
<b>CERTIFIED PERSONNEL</b>					
1120 Quality Support Coach/Academic Liaison REQUIRED	2,500.00			0.00	
1120 Certified Teacher Extended Contracts- math or ELA academic intervention (required for MS)	0.00			0.00	
Certified Teacher Extended Contracts- ELL supports				0.00	
Total certified	2,500.00			0.00	
<b>CLASSIFIED PERSONNEL</b>					
2205 Site Coordinator (list here, if district employee)	0.00	0.00		0.00	0.00
2220 SSC (optional)	0.00			0.00	
Total classified	0.00	0.00		0.00	0.00
<b>BENEFITS</b>					
3000's Employee Benefits for Certificated Teachers on Extended Contract (benefits at 20%)	500.00				
3000's Employee Benefits for Classified Staff on Extra Time/Overtime (benefits at 22%)	0.00				
3000's Employee Benefits for Salaried Employees (benefits at 42%)	0.00				
3000's Lead Agency benefits (rate: 25%)		11,500.00	12,470.00		
Total benefits	500.00	11,500.00	12,470.00	0.00	0.00
<b>BOOKS AND SUPPLIES</b>					
4310 Supplies (OUSD only, except for Summer Supplemental)	0.00			0.00	0.00
4310 Curriculum (OUSD only)	0.00			0.00	0.00
5828 Field Trips		1,000.00		0.00	0.00
4420 Equipment (OUSD only)	0.00			0.00	0.00
Building Intentional Communities curriculum (required for 21st Century middle school sites- allocate at same level as 2014-15)					
Bus tickets for students					
District professional development on district PD days (Bridging the Bay conference, Youth Work Methods trainings)		500.00			
Work Cell Phone \$55.56 per month		171.85	328.15		
Travel/ Transportation			500.00		
Program Supplies			2,098.43		
Instructional Supplies			2,000.00		
Special Events / Family Engagement			2,830.00		
Total books and supplies	0.00	1,671.85	7,758.69	0.00	0.00
<b>CONTRACTED SERVICES</b>					
5825 Site Coordinator (list here if CBO staff)	0.00	0.00			
5825 Literacy academic instructors (required for ES)					
5825 Math academic instructors (required for ES)	0.00	0.00			
5825 Enrichment Facilitators		0.00			
5825 Be the Change BIC Workshop & Classroom Coaching 250 Per session including Classroom Coaching Using YPQA Observation Tools			1,000.00		
5825 Subcontractors (please list each specific subcontracting agency)		0.00			
5825 Building Intentional Communities/Youth Leadership Lead Instructor (required for Middle school 21st Century sites)					
5825 College/career readiness facilitator (recommended for MS)					

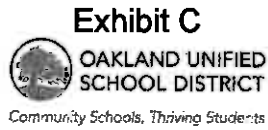
2016-17 Elementary/Middle School After School Program Budget

ELEMENTARY & MIDDLE SCHOOLS		ASES	OFCY Match Funds	Program Fees (if applicable)	Other School Site Funds	Other Lead Agency Funds
Site Name:	Site #:	ASES	OFCY Match Funds	Program Fees (if applicable)	Other School Site Funds	Other Lead Agency Funds
Average # of students to be served daily (ADA)	%	Lead Agency	Lead Agency	Lead Agency	Lead Agency	Lead Agency
5825	Restorative Justice Lead Facilitator (required for 21st Century sites that have a school-day RJ coordinator)	0.00				
5825	Family Liaison (recommended for 21st Century sites)					
5825	Stipends to Parents for Parent Safety Patrols (optional)					
5825		0.00				
5825	Staff time to participate in Continuous Quality Improvement trainings and meetings	1,538.25				
5825	WOMS Site Coordinator 100% 1 (FTE)		48,000.00			
5825						
5825	YMCA Director of Youth & Family Programs 6% FTE		4,200.00			
5825	6 Program Instructor Staff X Total Hours 782 X Hourly Rate \$14.00 (includes Trng. & Prep Time)	66,528.00				
5825	YMCA Youth Development Coordinator (Training, Coaching & Support) 14% (FTE)	3,150.00	3,150.00			
	<b>Total services</b>	<b>0.00</b>	<b>71,218.25</b>	<b>56,350.00</b>	<b>0.00</b>	<b>0.00</b>
<b>IN-KIND DIRECT SERVICES</b>						
	YMCA Meetings & Training Space				0.00	10,000.00
					0.00	
	YMCA Director of Youth & Family Programs 10% FTE					7,000.00
	YMCA Incentives & Camp Scholarships (Youth)					4,162.64
	YMCA Staff Memberships					5,000.00
	<b>Total value of in-kind direct services</b>				<b>0.00</b>	<b>26,162.64</b>
<b>LEAD AGENCY ADMINISTRATIVE COSTS</b>						
	Lead Agency admin (4% max of total contracted \$)		2,731.53	8,423.42		0.00
<b>SUBTOTALS</b>						
	<b>Subtotals DIRECT SERVICE</b>	<b>88.00</b>	<b>4,564.87</b>	<b>84,388.10</b>	<b>0.00</b>	<b>26,162.64</b>
	<b>Subtotals Admin/Indirect</b>	<b>0.00</b>	<b>12,988.06</b>	<b>2,731.53</b>	<b>0.00</b>	<b>0.00</b>
<b>TOTALS</b>						
	<b>Total budgeted per column</b>	<b>17,530.92</b>	<b>87,119.53</b>	<b>72,630.00</b>	<b>0.00</b>	<b>26,162.64</b>
	<b>Total BUDGETED</b>	<b>104,650.55</b>	<b>72,530.00</b>	<b>0.00</b>	<b>0.00</b>	<b>26,162.64</b>
	<b>BALANCE remaining to allocate</b>	<b>0.00</b>	<b>0.00</b>			
	<b>TOTAL GRANT AWARD ALLOCATION TO SITE</b>	<b>104,650.55</b>	<b>95,800.00</b>			
<b>ASES MATCH REQUIREMENT</b>						
ASES requires a 3:1 match for every grant award dollar awarded.						
Total Match amount required for this grant:		34,883.57				
Facilities count toward 25% of this match requirement:		8,720.80				
Remaining match amount required:		26,162.64				
Match should be met by combined OFCY funds, other site funds, private dollars, and in-kind resources. This total equals:		0.00				
Total Match amount left to meet:		26,162.64				

Required Signatures for Budget Approval:

Principal: 

Lead Agency: \_\_\_\_\_



OAKLAND UNIFIED SCHOOL DISTRICT  
ASES AND 21<sup>ST</sup> CENTURY AFTER SCHOOL PROGRAMS

PARENT PERMISSION AND STUDENT INFORMATION - ELEMENTARY AND MIDDLE SCHOOLS

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

Name of School: \_\_\_\_\_ Parent Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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

Parent/Guardian Name (Please print) \_\_\_\_\_ Email Address \_\_\_\_\_

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

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

EMERGENCY CONTACT INFORMATION

In case of emergency please contact:

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

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

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

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

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

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

**RELEASE OF LIABILITY**

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

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

**STUDENT RELEASE/ PICK UP POLICY**

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

\_\_\_\_\_

Parent/Guardian/Caretaker Signature Date

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

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

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

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

**PERMISSION TO EVALUATE PROGRAMS AND TRACK STUDENT PROGRESS**

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

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



**PHOTO/VIDEO RELEASE**

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

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

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

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

**Program Policies**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_

Signature of Parent/Guardian

\_\_\_\_\_

Date

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

**FOR STUDENTS AGES \_\_\_ AND OLDER ONLY**

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

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

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

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

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

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

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



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

\_\_\_\_\_  
Date

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

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

**STUDENT INFORMATION**

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

Grade in 2016-17 \_\_\_\_\_ Language spoken in the home \_\_\_\_\_

**PARENT/GUARDIAN INFORMATION**

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

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

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

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

**EMERGENCY**

In case of emergency, please contact:

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

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

**HEALTH**

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

<input type="checkbox"/> Severe Allergy to: _____	<input type="checkbox"/> Student has Epi-pen at school
<input type="checkbox"/> Asthma	<input type="checkbox"/> Student has inhaler at school
<input type="checkbox"/> Diabetes	<input type="checkbox"/> Student has medication at school
<input type="checkbox"/> Seizures	<input type="checkbox"/> Student has medication at school
<input type="checkbox"/> Sickle Cell Anemia	<input type="checkbox"/> Student has medication at school
<input type="checkbox"/> Cystic Fibrosis	<input type="checkbox"/> Student has medication at school
<input type="checkbox"/> Other conditions: _____	<input type="checkbox"/> Student has medication at school

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

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

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

See your School Nurse/Health Services for more information.

**Authorization to treat minor:**

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

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

Date: \_\_\_\_\_ Parent or Guardian Signature: \_\_\_\_\_

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

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

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

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

*Please return this form immediately to the after school program.*

*Thank you!*



EAST BAY REGIONAL PARK DISTRICT

WAIVER AND RELEASE OF LIABILITY AND INDEMNITY AGREEMENT

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

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

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

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

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

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

Participant's Name \_\_\_\_\_  
(Print)

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

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

EBRPD Waiver - Swim Use  
Rev. 3/09

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

**OAKLAND UNIFIED SCHOOL DISTRICT AND \_\_\_\_\_**  
**20\_\_-20\_\_ MIDDLE SCHOOL SPORTS LEAGUE ACTIVITIES**

**RELEASE OF LIABILITY AND ASSUMPTION OF RISK**

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

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

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

**SIGNATURE \_\_\_\_\_**  
**(Participant or Parent/Legal Guardian if under age of 18)**

**Today's Date \_\_\_\_\_**

\_\_\_\_\_  
**Participant Name (print)**

\_\_\_\_\_  
**Grade**

\_\_\_\_\_  
**Date of Birth**

\_\_\_\_\_  
**School**

**(COMPLETE INFORMATION ON BOTH SIDES)**



**OAKLAND UNIFIED SCHOOL DISTRICT AND \_\_\_\_\_**  
**20\_\_-20\_\_ MIDDLE SCHOOL SPORTS LEAGUE ACTIVITIES**

Participant Name (print) \_\_\_\_\_ Grade \_\_\_\_\_ Date of Birth \_\_\_\_\_

School \_\_\_\_\_

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

Home Phone \_\_\_\_\_ Work Phone \_\_\_\_\_ Cell Phone \_\_\_\_\_ Email Address \_\_\_\_\_

In case of emergency please contact:

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

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

Print name of Parent or Legal Guardian of Minor \_\_\_\_\_

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

Home Phone \_\_\_\_\_ Work Phone \_\_\_\_\_ Cell Phone \_\_\_\_\_ Email Address \_\_\_\_\_

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

**Student Participant Health Conditions**

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

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

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

Special Instructions: \_\_\_\_\_

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

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

Exhibit F



OAKLAND UNIFIED  
SCHOOL DISTRICT

Community Schools, Thriving Students

**INVOICING AND STAFF QUALIFICATIONS FORM  
2016-2017**

**Basic Directions**

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

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

**Agency Information**

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

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

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

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

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

The tentative schedule for OUSD payments is anticipated as follows:

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

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

Exhibit G (2)



OAKLAND UNIFIED  
SCHOOL DISTRICT

Community Schools, Thriving Students

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

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

**Paying OUSD Certificated Employees (Teachers)**

- ◆ Academic Liaisons should submit a Paid Inservice form and Extended Contract teachers should submit a "Request for Extended Contract" IN ADVANCE to approve all projected work to be completed, using appropriate Budget Org Key (Object Code usually -1120 or -1122)
- ◆ **The FIRST submission of the Paid Inservice/Extended Contract paperwork must be accompanied by a timesheet in order to be processed by OUSD Payroll. No payment will be rendered until timesheets are submitted to our office.**
- ◆ Have Employee sign Extended Contract & ALL Time Sheets
- ◆ Have Principal approve and sign Paid Inservice/Extended Contract & ALL Time Sheets
- ◆ Please be sure to submit ORIGINALS of all documents
- ◆ Please use only ONE SIDED Time Sheets
- ◆ Deliver to OUSD After School Programs Office — All 21<sup>st</sup> Century and/or ASES Paid Inservice/Extended Contracts and Time Sheets must be submitted to the OUSD After School Programs Office in order to be processed and paid. We are located at 1000 Broadway, Suite 150.
- ◆ **Union Contract rate for teachers is \$25.82/hr.**
- ◆ **Union Contract rate for Academic Liaisons is \$33.58/hr.**
- ◆ Once the Paid In-service form or Request for Extended Contract has been submitted and approved, only timesheets are required to be submitted for subsequent payments.

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

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



Exhibit G (3)

OAKLAND UNIFIED SCHOOL DISTRICT

Community Schools, Thriving Students

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

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

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

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

Table with 2 columns: ET/OT Forms Due to After School Programs Office on the following anticipated dates; OUSD Anticipated Payroll Issue Dates. Rows list dates from September 15, 2016 to June 9, 2017.

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

Exhibit H

Certificates of Insurance and Additional Insured Endorsement

**INSERT HERE**



# CERTIFICATE OF LIABILITY INSURANCE

6/30/2017

DATE (MM/DD/YYYY)

7/28/2016

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

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

<b>PRODUCER</b> Lockton Insurance Brokers, LLC CA License #OF15767 Two Embarcadero Center, Suite 1700 San Francisco CA 94111 (415) 568-4000	<b>CONTACT NAME:</b> _____ <b>PHONE (A/C, No, Ext):</b> _____ <b>FAX (A/C, No):</b> _____ <b>E-MAIL ADDRESS:</b> _____													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : United States Fire Insurance Company</td> <td>21113</td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : United States Fire Insurance Company	21113	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :
INSURER(S) AFFORDING COVERAGE	NAIC #													
INSURER A : United States Fire Insurance Company	21113													
INSURER B :														
INSURER C :														
INSURER D :														
INSURER E :														
INSURER F :														
<b>INSURED</b> 1068847 Young Men's Christian Association of the East Bay 2330 Broadway Oakland CA 94612														

**COVERAGES** YMCEA01 **CERTIFICATE NUMBER:** 14180312 **REVISION NUMBER:** XXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>EBL @ \$1M</b> <input checked="" type="checkbox"/> <b>Abusive Acts \$1M</b> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER: _____	Y	N	506-885657-4	6/30/2016	6/30/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXX BODILY INJURY (Per person) \$ XXXXXXX BODILY INJURY (Per accident) \$ XXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXX \$
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED _____ RETENTION \$ _____			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXX AGGREGATE \$ XXXXXXX \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		NOT APPLICABLE			PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ XXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXX
A	Professional Liability	N	N	506-885657-4	6/30/2016	6/30/2017	\$1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 OUSD, West Oakland Middle School, Piedmont Elementary School, Carl Munck Elementary School are an Additional Insured to the extent provided by the policy language or endorsement issued or approved by the insurance carrier.

**CERTIFICATE HOLDER**

**14180312**  
 Oakland Unified School District  
 Attention: Risk Management  
 1000 Broadway, Suite 440  
 Oakland CA 94607

**CANCELLATION** See Attachment

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 REPR

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

**ADDITIONAL INSURED - DESIGNATED  
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

**Name Of Additional Insured Person(s) Or Organization(s):**

ANY PERSON OR ORGANIZATION WHOM YOU ARE REQUIRED TO ADD AS AN ADDITIONAL INSURED TO THIS POLICY BY WRITTEN CONTACT OR AGREEMENT, UNLESS SUCH CONTRACT OR AGREEMENT IS EXECUTED AFTER THE DATE OF LOSS.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A. Section II - Who Is an Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B. With respects to the insurance afforded to these additional insured, the following is added to Section III - Limits Of Insurance:**

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

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



Exhibit I

Statement of Qualifications

**INSERT HERE**



# The Y. So Much More

## **OUR CAUSE**

The Y is an association of people of all ages and from all walks of life who are joined together by a shared passion: to strengthen the foundations of community. With a commitment to nurturing the potential of kids, promoting healthy living and fostering a sense of social responsibility, the Y ensures that every individual has access to the essentials needed to learn, grow and thrive.

Anchored in neighborhoods throughout the East Bay, the Y believes that lasting personal and social change can only come about when we all work together to invest in our kids, our health and our community. The Y is, and always will be, dedicated to building healthy, confident, connected and secure children, adults, families and communities.

## **ABOUT THE YMCA OF THE EAST BAY**

Since 1879, the YMCA of the East Bay ("the Y") has delivered innovative programs and services that address pressing social needs in Alameda and West Contra Costa Counties. Building on over a century of youth development work, we deliver specialized programs designed to help children and teens learn positive values and behaviors, explore their unique talents and interests, foster connections and strengthen bonds with family, and realize their potential.

The YMCA of the East Bay supports over 40,000 children, teens, adults and seniors, addressing a range of complex, contemporary family and community needs through its many service sites, including 9 membership and program centers, 45 child care sites, 3 resident camps, and more than 30 extension sites.

M. Robinson Baker YMCA (West Oakland)	Hilltop Family YMCA (Richmond)
E. M. Downer Community YMCA (Richmond)	Tri Valley YMCA (Dublin)
Downtown Oakland YMCA	YMCA Camp Arroyo (Livermore)
Eastlake Community YMCA (East Oakland)	YMCA Camp Loma Mar (San Mateo County)
Eden Area YMCA (Hayward)	YMCA Camp Ravenclyff (Mendicino County)
Fremont Newark Family YMCA	

## **YOUTH DEVELOPMENT AT THE Y**

Youth Development is the social-emotional, cognitive, and physical processes that all youth uniquely experience from birth to career. At the Y, we know that a successful development process fulfills children and teens' innate need to be loved, spiritually grounded, educated, competent, and healthy.

YMCA youth development programs offer a variety of unique learning opportunities that are designed to help kids and teens reach their fullest potential. Whether it's through youth sports, resident camp, swim lessons, preschool or afterschool, YMCA programs are structured to build self-esteem and bolster inner-resiliency, promote critical-thinking and creative problem-solving, teach team work and communication, and to develop leadership qualities within all youth.



# The Y. So Much More

## ***FISCAL RESPONSIBILITY, MANAGEMENT, & INFRASTRUCTURE***

The Y's fiscal management system is directed by cause-driven leaders who embrace their roles as stewards charged with ensuring the Y has the financial resources required to accomplish its mission.

### ***Financial Reserves***

The Y has an annual operating budget of \$32 million and maintains significant cash reserves, \$2.1 million, allowing us to provide continuous operation of programs at multiple sites if there are delays in receivable. We have a credit line of \$1.9 million and a \$2.1 million balance available from our endowment. We have successfully operated through government shutdowns and extended delays due to budget impasses at the state or city level.

### ***Fiscal Management***

The Y's central fiscal infrastructure consists of a Senior Controller, Senior Accountant, and two full-time Staff Accountants dedicated to accounts payable, receivable and expenditure reporting. Our Payroll Coordinator ensures payroll is processed and staff paid by the deadline each period. The Y's internal-control environment includes staff training and supervision; segregation of duties; defined and clear controls over vendors, cash, capital assets, business-related expenses, corporate credit cards, investments; and monthly reconciliation of all bank accounts and balance-sheet accounts. Data systems accurately track and report transactions and are secured to avoid risk of loss or breach of privacy.

The board's audit and finance committees support fiduciary responsibility and promote fiscal stewardship. Financial status is accurately portrayed to the board, staff, donors, financial institutions, YMCA of the USA, and the public at all times. Staff provide accurate documentation and timely reports on fiscal activities, including reports to the board. Board members and committees review and approve all formal reports prior to submission/disclosure, including the IRS Form 990, annual reports, and audit. An annual independent audit is conducted to obtain an "unqualified opinion" on the accuracy of our financial statements.

## EXHIBIT J

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

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

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

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

OAKLAND UNIFIED SCHOOL DISTRICT

- 
- President, Board of Education
  - Superintendent or Designee

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Secretary, Board of Education

AGENCY

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EMPLOYEE

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**July 26, 2016**

**Dear Julia Fong Ma,**

**This letter verifies that all YMCA of the East Bay employees, volunteers, and agents working in OUSD after school programs have fingerprint clearance through the Dept. of Justice and FBI, and also have TB clearance prior to working on OUSD school sites.**

**Sincerely,**

**Tariq Norris  
Regional Director of Youth and Family Programs**



## MEMORANDUM OF UNDERSTANDING ROUTING FORM 2016-2017

### 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	YMCA of the East Bay			Agency's Contact Person	Robert A. Wilkins, Sr.
Street Address	2330 Broadway			Title	President & Chief Executive Officer
City	Oakland			Telephone	510/318-7654
State	CA	Zip Code	94612	Email	rwilkins@ymcaeastbay.org
OUSD Vendor Number	V018151				
Attachments	<input checked="" type="checkbox"/> Proof of general liability and workers' compensation insurance <input checked="" type="checkbox"/> Statement of qualifications <input checked="" type="checkbox"/> Program Planning Tool and Budget <input checked="" type="checkbox"/> Printout showing this vendor does not appear on the Excluded Parties List. ( <a href="http://www.sam.gov/portal/public/Sam/">www.sam.gov/portal/public/Sam/</a> )				

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

Anticipated Start Date	July 1, 2016	Date work will end	August 20, 2017	Total Contract Amount	\$ 87,119.00
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### Budget Information

Resource #	Resource Name	Org Key #	Object Code	Amount	Req. #
6010	ASES	2041553401	5825	\$ 87,119.00	R0170314
			5825	\$	
			5825	\$	
			5825	\$	

### OUSD Contract Originator Information

Name of OUSD Contact	Neha Ummat	Email	Neha.Ummat @ousd.org		
Telephone	510/874-6788	Fax	510/874-6790		
Site/Dept. Name	204/West Oakland Middle School	Enrollment Grades	6th	through	8th

### 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			6/20/16
2. Oakland After School Programs Office			6/30/16
3. Network Officer or Deputy Chief			7/1/16
4. Cabinet (CAO, CCO, CFO, CSO, Asst Sup)			8-1-16
5. Board of Education or Superintendent			
Procurement	Date Received		

**SAM Search Results**  
**List of records matching your search for :**  
**Search Term : YMCA\* of the\* East\* Bay\***  
**Record Status: Active**

**No Search Results**