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Introduction Date	8/8/2018					
Enactment Number	18-1345					
Enactment Date	8/8/18 lf					



# Memo

To

Board of Education

From

Kyla Johnson-Trammell, Superintendent

**Board Meeting Date** 

(To be completed by Procurement)

8/8/18

Subject

Memorandum of Understanding - East Bay Asian Youth Center (contractor) - 310/Dewey Academy (site/department)

**Action Requested** 

Approval by the Board of Education of the Memorandum of Understanding between the District and East Bay Asian Youth Center. Services to be primarily provided to 310/Dewey Academy for the period of August 1, 2018 through July 31, 2019.

**Background** 

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

Discussion

One paragraph summary of the scope of work.

Approval by the Board of Education of a Memorandum of Understanding 2018-2019 between the District and East Bay Asian Youth Center, Oakland, CA, for the latter to serve as lead agency for program coordination, math intervention, homework support, student supervision and a variety of enrichment services, as described in the MOU, for Dewey Academy's comprehensive After School Program, for the period of August 1, 2018 through July 31, 2019, in an amount not to exceed \$204,370.00.

Recommendation

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

Fiscal Impact

Funding resource name (please spell out): 4124/21<sup>st</sup> Century High School After School Safety and Enrichment for Teens (ASSETs) Grant in an amount not to exceed \$204,370.00.

**Attachments** 

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



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

Legislative File	ID No. 18-15	11			
Department: A	fter School Program	ı, Dewey Academy			
Vendor Name:	East Bay Asian Yo	uth Center, Oakland	, CA		
Contract Term	Start Date:	8/1/2018		End Date: 7/31/2019	
Annual Cost:	\$ 204,370.00				
Approved by: _	Martha Pena	<del>_</del>			
Is Vendor a loc			es 🚺 No 🏻		
This organization has de successfully met all required lead agency partner for	irements of OUSD'	s Lead Agency Regu	rving in the afte lest for Qualifica	r school lead agency role. Intions process and has been	This organization n approved as a qualified
Summarize the	services thi	s Vendor will	be provid	ling	
after school services will activities. This organiza and priorities of the scho	a Department of Edu include academic s tion will work in clos ol's SPSA. This on	ucation's ASES and/o support, enrichment, se partnership with the panization will also w	or 21st Century and physical ac e host school si rork in close par	students, following the requi Community Learning Cente tivity for students, as well a te to align after school prog tnership with the OUSD Ex and achieves youth develor	ers grant programs. Daily as family engagement pramming with the goals panded Learning Office to
Was this contra	act competit	ively bid? Ye	es No [	<b>√</b>	
If No, answer the	e following:				
1) How did you	determine the	price is comp	etitive?		
and agreed upon cost of OUSD Expanded Learni.	nool site administrat services. The final ng Office, once bud dditional funding an	tor to complete an aft contract amount for get plans are approv	ter school budg the agency is a red for complian	OUSD schools. The lead ag et plan specifying the reque pproved by the school site a ce and program plans meet contracted amount from OU	ested after school services administrator and the

Legal 1/12/16

2)	Plea	se check the competitive bid exception relied upon:
	$\sqsubseteq$	Educational Materials
		<b>Special Services</b> contracts for financial, economic, accounting, legal or administrative services
	Ц	CUPCCAA exception (Uniform Public Construction Cost Accounting Act)
	Ш	<b>Professional Service Agreements</b> of less than \$87,800 (increases a small amount on January 1 of each year)
	Ш	<b>Construction related Professional Services</b> such as Architects, DSA Inspectors, Environmental Consultants and Construction Managers (require a "fair, competitive selection process)
	Ц	<b>Energy</b> conservation and alternative energy supply (e.g., solar, energy conservation, co-generation and alternate energy supply sources)
	Ш	Emergency contracts [requires Board resolution declaring an emergency]
	Щ	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]
	Ц	Piggyback" Contracts with other governmental entities
	Ц	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

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# After School Template for High School Memorandum of Understanding 2018-2019 Between Oakland Unified School District and

East Bay Asian Youth Center

1.	Intent. This Memorandum of Understanding ("MOU") establishes the Oakland Unified School District's
	("OUSD") intent, contingent upon OUSD's receipt of California Department of Education and/or U.S.
	Department of Education after school grant funds. to contract with
	East Bay Asian Youth Center ("AGENCY") to serve as the
	lead agency to provide after-school and/or summer educational programs and to serve a sufficient number
	of students and run services for a sufficient number of days to earn the core grant allocation of funding at
	<u>310/Dewey Academy</u> under the following grants:

- California Department of Education ("CDE") 21st Century High School ASSETS Program ("ASSETS Core Grant")
- California Department of Education ("CDE") 21st Century Equitable Access Grant ("Direct Access")
- California Department of Education ("CDE") 21st Century Family Literacy Grant ("Family Literacy")
- 2. **Term of MOU.** The term of this MOU shall be August 1, 2018 through July 31, 2019. The term may be extended by written agreement of both parties.
- 3. Termination by OUSD. OUSD may at any time terminate this MOU for any or no reason upon not less than five (5) days written notice to AGENCY. OUSD shall compensate AGENCY for services satisfactorily provided through the date of termination. In addition, OUSD may terminate this MOU for cause should AGENCY fail to perform any part of this MOU. In the event of termination for cause, OUSD may secure the required services from another contractor. If OUSD's cost of procuring services from another contractor exceeds the cost of providing the services pursuant to this MOU, AGENCY shall pay the additional cost.
  - a) No Premature Termination by AGENCY. AGENCY hereby certifies that it is willing and able to provide required services for the full term of the MOU. AGENCY will not be permitted to unilaterally terminate the MOU or cease providing required services prior to completing the full term unless OUSD approves any change and/or unless OUSD deems immediate removal of AGENCY is necessary for cause. In the event AGENCY ceases to provide required services prior to the end of the MOU term, or is terminated for cause, OUSD may secure the required services from another contractor. If OUSD's cost of procuring services from another contractor exceeds the cost of providing the services pursuant to this MOU, or OUSD is unable to secure required services from another contractor, AGENCY shall pay any additional cost. If OUSD suffers any loss of funding or other program consequences attributable to AGENCY's premature termination, AGENCY shall pay any additional cost in addition to any damages otherwise due under this MOU.
  - b) Advance Notice by AGENCY for Coming School Year. AGENCY must provide advance notice to Principal and OUSD After School Programs Office by the end of the first semester if AGENCY cannot continue providing after school lead agency services for the succeeding school year. This date allows the school site to have sufficient time to find a new lead agency partner, and enables OUSD to work to preserve after school grant funding (including OFCY city funding) for the school.
- 4. Compensation. Contingent on OUSD receipt of The 21st Century ASSETS Core Grant, Family Literacy, and Direct Access grant award amount for <u>East Bay Asian Youth Center</u> is \$ 204,370.00 . Contingent on 21st CCLC funding. AGENCY shall be entitled to compensation from these funds in accordance with the following terms and conditions:

- 4.1. Total Compensation. Subject to the provisions of 4.2 Positive Attendance and the provisions of 4.3 Administrative Fee and subject to AGENCY compliance with MOU requirements, AGENCY shall receive the amount of the grant award less OUSD's administrative fees and other site costs agreed to by the Site Administrator and AGENCY. Penalties may be assessed or payments withheld for non-compliance, including but not limited to MOU requirements, attendance reporting, fiscal invoicing, full participation at OUSD required meetings and trainings and in continuous quality improvement efforts.
- 4.2. Positive Attendance. Payment for services rendered related to the ASSETS Core Grant shall be based on actual student attendance rates (\$10.00 a day per student), not estimates, as those programs are "positive attendance based." OUSD reserves the right to modify the annual core allocation based on reported attendance. In the event that payments made to AGENCY exceed the reported attendance for the Core grant, the AGENCY will return payments to OUSD at the rate of \$10.00 a day per student. Documentation of attendance must be submitted through the OUSD/OFCY attendance systems in order for invoices for payment of services for the ASSETS Core Grant to be processed. (Exhibit A Attendance Reporting Schedule 2018-2019").
  - 4.2.1. Reconciliation Process for Positive Attendance Based Grant Funds. OUSD will adjust the payment of the "positive attendance based" grants based on quarterly review of monthly invoices and attendance for services rendered related to the ASSETS Core Grant for any adjustments resulting from the reconciliation of the attendance reports for that quarter's months. The attendance reconciliation process will assess the program's performance with respect to the required compliance with the grant mandated attendance rates. Based on the review, financial adjustments of additional payment or additional withholding will be made. Any remaining balance(s) will be forwarded to AGENCY or OUSD. Any adjustment required in excess of the withholding will necessitate additional adjustments to future invoices and payments.
  - 4.2.2. Administrative Charges and Reconciliation. Reconciliation process for positive attendance based grants must factor in the subtraction of administrative and other OUSD central charges, as outlined in section 4.3, from any grant amounts earned through attendance (OUSD indirect, custodial, evaluation, and After School Programs Office administrative and training/technical assistance fees).
- 4.3. OUSD Administrative Fees. OUSD shall charge and withhold up to 14% from the overall 21st Century ASSETS Core Grant, Family Literacy grant, and Direct Access grant for central indirect, administrative, custodial, evaluation, and direct service training and technical assistance costs.
- 4.4. **AGENCY Administrative Fees.** AGENCY understands and agrees that it may not charge more than 4% of the total contract amount as administrative fees and that its administrative fees must be set at an appropriate dollar amount to keep the 21st Century ASSETS Core Grant, Family Literacy grant, and Direct Access grant within the grant-mandated allowable 15% for total indirect/administrative costs. The agency administrative fees charged to the 21st Century ASSETS Core Grant, Family Literacy grant, and Direct Access grant must be used for direct administrative costs and cannot be used for agency indirect costs. Direct administrative costs consist of expenditures for administrative activities that provide a direct benefit to the 21st Century ASSETS program. Indirect costs consist of expenditures for administrative activities that are necessary for the general operation of the agency, but that cannot be tied to the 21st Century ASSETS program.
- 4.5. Program Budget. The grant will remain as part of the site budget. Funds will be encumbered from the site budget on behalf of AGENCY for the school year 2018-2019 and will not exceed \$ 204,370.00 in accordance with Exhibit B ("21st CCLC After School Program Plan" and "After School Budget Planning Spreadsheet").
- 4.6. Modifications to Budget. Any modifications to the approved grant budget must be approved by OUSD, AGENCY, and CDE before expenditures of funds for modified line items are authorized. Except as expressly set forth herein, OUSD shall not be liable to AGENCY for any costs or expenses

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

- Program Fees. The intent of the 21st Century ASSETS program is to establish local programs 4.7. that offer academic assistance and enrichment for students in need of such services regardless of their ability to pay. Though it is not against the rules to charge fees for participation in programs, the CA Department of Education discourages it because it could exclude students in need from attending and taking advantage of the after school program. Fees should not create a barrier to participation in the after school program. After school services must be equally accessible to all students targeted for services regardless of their ability to pay. Programs that propose to charge fees may not prohibit any family from participating based on their inability to pay and must offer a sliding scale of fees and scholarships for those who could not otherwise afford to participate. Any income collected from fees must be used to fund program activities specified in the grant application. AGENCY shall do full accounting of fees collected, and documentation shall be kept for 5 years for auditing purposes. If AGENCY decides to charge fees, this decision shall be made collaboratively with the Site Administrator, and AGENCY shall work collaboratively with the Site Administrator and parent leaders to develop an appropriate program fee structure for the school community. AGENCY shall provide the OUSD After School Programs Office with written documentation of the program fee structure prior to charging any program fees, and shall provide OUSD with additional documentation upon request, to ensure grant compliance. Programs that charge program fees will waive or reduce these fees for students who are eligible for free or reduced-priced meals. Programs cannot charge fees if the child is a homeless youth, as defined by the federal McKinney-Vento Homeless Assistance Act (42 U.S.C. Sec.1143a), newcomers (refugee, asylee, and unaccompanied minor), or if the child is in foster care.
- 5. Scope of Work. AGENCY will serve as lead agency at 310/Dewey Academy will be responsible for operations and management of the 21st Century ASSETS Core Grant, Family Literacy grant, and Direct Access grant contracted to AGENCY by OUSD for fiscal year 2018-2019. This shall include the following required activities:
  - 5.1. Student Outcomes. AGENCY shall achieve the student outcomes as described in the grant application narrative and articulated in documents from the program evaluation team. AGENCY agrees to develop school specific outcomes, as defined in partnership with the principal. AGENCY recognizes that the principal is the chief decision maker for after school and summer programs, and ensures that school site objectives are met.
    - 5.1.1. Alignment with Single Plan for Student Achievement ("Site Plan"). AGENCY will ensure the after school program aligns with OUSD and 310/Dewey Academy and objectives to ensure the success of students as articulated in the Site Plan. AGENCY will work in partnership with the school principal to ensure that the program components are aligned with and complement OUSD standards and school site curriculum.
    - 5.1.2. Continuous Quality Improvement (CQI). AGENCY must fully engage in continuous quality improvement (CQI) processes and complete the following steps of the CQI cycle each year, and timely submit corresponding CQI deliverables to the After School Programs Office:
      - beginning of year self-assessment using YPQA/SAPQA tool
      - planning with data (using self-assessment and external assessment PQA data, and other program data as available)
      - development of quality action plan (QAP) with SMART goals for program improvement
      - · progress check for program quality e.g. quality coaching

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

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

- 5.2. Oversight. AGENCY will provide oversight, fiscal management, payroll services, technical assistance, and facilitation of collaboration with other service providers. Agency must ensure compliance with 21st Century ASSETS Core, Family Literacy, and Direct Access funding guideline requirements and follow OUSD after school policies and procedures. This includes compliance with OUSD staffing requirements and policies including No Child Left Behind and other legislative mandates.
- 5.3. **Enrollment.** AGENCY will enroll 9th through 12th grade students at 310/Dewey Academy, to serve sufficient number of students and run services for a sufficient number of days to earn the full core grant allocation of funding.

# 5.4. Program Requirements

- 5.4.1. **Program Hours.** Consistent with the 21st Century ASSETS program requirements, AGENCY agrees to operate a minimum of 15 hours per week. This may include after school only OR after school and any combination of before school, weekends, summer intersession and vacation.
- 5.4.2. **Program Days.** AGENCY shall offer a program for a minimum of 177-180 days during the 2018 2019 school year.
  - 5.4.2.1. Attendance Targets. AGENCY will operate the program for a sufficient number of days during the 2018 2019 school year to ensure that student attendance targets are met. This can include Summer Session.
  - 5.4.2.2. Program Closure. AGENCY will close the ASSETS program no more than a maximum of 3 days in the 2018-2019 school year for staff professional development, as permitted by Education Code.

# 5.4.3. Program Components

- - 5.4.3.1.1. Academic Assistance. ASSETs programs will include tutoring, homework assistance, and Credit Recovery in their academic assistance element. The assistance will be aligned with the regular academic programs of the students and will assist them in meeting state and local academic achievement standards in core academic subjects, such as reading, mathematics, and science.
  - 5.4.3.1.2. Enrichment. Each ASSETs program will provide an enrichment element that offers participating students a broad array of additional services, programs, and activities designed to reinforce and complement the regular academic program. Services will be actively coordinated with the students' regular high school day program. It is strongly

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

- 5.4.3.1.3. Family Literacy Services. AGENCY shall assess the need for family literacy services among adult family members of the high school students to be served by the program. All programs will, at a minimum, either refer families to existing services or coordinate with local service providers to deliver literacy and educational development services.
- 5.4.3.2. Supplemental and Summer Services. In all programs receiving 21<sup>st</sup> CCLC Supplemental grant funds or private funding for summer, AGENCY will provide educational and enrichment programming in the summer, on weekends, and/or during intercessions. A broad range of activities may be implemented based on local student needs and interests, and district guidelines for summer programming. Supplemental and summer services may be added under this MOU. If summer services will be added, a separate MOU amendment will reflect the summer scope, summer budget and any changes in location as to summer services to be provided.
- 5.4.3.3. Equitable Access Programming. AGENCY shall include a component for students at a 310/Dewey Academy to support full access to program components.
- 5.4.3.4. Family Literacy Programming. AGENCY shall offer a component for guardians, parents, and caretakers of students at 310/Dewey Academy which includes parent workshop and training on a variety of topics including supporting youth academically, college and career readiness, and adult literacy development.
- 5.4.3.5. Snacks/Supper/Beverages: AGENCY shall meet Federal and State meal and snack requirements and all meals and snacks must be provided by OUSD Nutrition Services department. Nutrition Services shall:
  - 5.4.3.5.1. Provide meals and beverages that meet State and Federal standards;
  - 5.4.3.5.2. Provide the number of meals and beverages requested by AGENCY unless/until Nutrition Services determines that AGENCY's participation is lower than the snack/meal/beverage count provided by the AGENCY, in which case, the number will be adjusted;
  - 5.4.3.5.3. Provide all supplies including utensils, napkins, forks, required;
  - 5.4.3.5.4. Support compliance by AGENCY with required State and Federal administrative requirements;
  - 5.4.3.5.5. Provide annual training to AGENCY.
- 5.4.3.6. Each AGENCY participating in the Nutrition Services snack/meal/beverage program shall:
  - 5.4.3.6.1. Attend annual training. In the event that the person responsible for snack distribution changes, AGENCY will make arrangements with Nutrition Services for training of new employees or representative of the AGENCY;
  - 5.4.3.6.2. Complete After School Snack and Supper Menu Production Worksheets (MPW) on a daily basis;
  - 5.4.3.6.3. Ensure meal count is accurate;

- 5.4.3.6.4. Submit completed MPW to cafeteria staff by the next business day;
- 5.4.3.6.5. Return leftovers to cafeteria:
- 5.4.3.6.6. Ensure that only students are served and receive food from the program;
- 5.4.3.6.7. Ensure that meals are not removed from campus
- 5.4.3.6.8. Immediately report to OUSD Site Coordinator and Nutrition Services any concerns related to food safety or food contamination
- 5.4.3.7. AGENCY will be billed at the rates immediately below, for meals by Nutrition Services under the following conditions.
  - 5.4.3.7.1. MPW not completed and submitted by the next business day:
  - 5.4.3.7.2. Snacks are ordered and not picked up
- 5.4.3.8. In addition to any applicable liability associated with audit findings. AGENCY will be charged the following for each meal that OUSD is unable to claim due to AGENCY's failure to comply with program requirements:

5.4.3.8.1. S

Snack:

\$1.00

5.4.3.8.2.

Supper:

\$3.50

- 5.4.3.9. AGENCY will be liable for audit findings and/or assessments (See Section 12 below) that are attributable to AGENCY's failure to comply with the rules and regulations of the Nutrition Services program, including liability if reimbursement is denied Nutrition Services because of AGENCY's failure to comply with program requirements.
- 5.4.4. **Staff Ratio.** The staff to youth ratio shall not exceed 1:20, with no more than 20 youth for each qualified, adult staff supervisor.
- 5.5. Data Collection. AGENCY will work with OUSD to collect and analyze data on student enrollment, student attendance, student academic performance, student satisfaction, and parent satisfaction. This includes, but is not limited to:
  - 5.5.1. **Accountability Reports.** AGENCY will provide OUSD with the following set of program accountability reports:
    - Financial reports
    - Activity reports
    - Outcomes reports: behavioral and academic
  - 5.5.2. Attendance Reports. Providing OUSD with attendance reports using the OUSD/OFCY attendance systems and maintaining required attendance records utilizing the OUSD/OFCY attendance systems, including completion of mandatory monthly reports. Original written documentation of all daily attendance records, including all daily sign in/out sheets, will be maintained by AGENCY for 5 years for auditing purposes.
  - 5.5.3. **Use of Enrollment Packet.** AGENCY will use OUSD After School Program Parent Permission and Student Information enrollment packet, including early release waiver, for all after school participants. **(Exhibit C)** AGENCY will seek approval from the OUSD After School Programs Office for any modifications to the OUSD enrollment packet, in advance of distribution.
  - 5.5.4. Maintain Clean, Safe and Secure Environment. AGENCY shall maintain clean, safe, and secure program environments for staff and students in conjunction with OUSD guidelines.

- AGENCY, as they view necessary, will initiate and establish additional cleanliness, safety, and security policies and protocol sufficient to ensure staff, student and family member safety.
- 5.6. Alignment of After School Safety Plan with School Site Comprehensive Safety Plan. AGENCY will use the OUSD After School Program Emergency Plan template and work collaboratively with school site administrator to complete and/or update and submit an annual after school safety plan by mid October which aligns with and is part of the school site's comprehensive safety plan. AGENCY will seek approval from the OUSD After School Programs Office for any modifications to the OUSD template, in advance of distribution.
- 5.7. Incident and Injury Reporting, Crisis Response and Training; Accident Insurance
  - 5.7.1. AGENCY will train staff and agents in required Incident and Injury Reporting and Crisis Response Protocols. All accidents or injuries to after school program participants, visitors or staff must be reported via email to ousdincidents@ccmsi.com by AGENCY staff within one business day of occurrence. OUSD will secure at its own expense limited OUSD student accident insurance coverage to assist in payment of eligible student medical expenses incurred by parent/guardians due to OUSD student accidents during the after school program. This coverage will be secondary to any primary medical insurance for which student participants are eligible. After School Program staff will immediately refer parent/guardians seeking payment of medical expenses under student accident coverage to OUSD's designated accident insurance representative.
- 5.8. **Meeting Participation.** AGENCY will participate in technical assistance, training, orientation, monthly meetings and other support and resource development activities provided by OUSD and collaborative partners in conducting program planning, implementation, and evaluation. These include required regular meetings with the school principal or other identified designee to ensure collaboration with the school vision. AGENCY staff will participate in meetings facilitated by the OUSD After School Programs Office to address program quality, program improvement and general troubleshooting.
- 5.9. **Relationships.** AGENCY will maintain six essential collaborative relationships to ensure partnerships towards effective program implementation:
  - Administration, faculty, and staff of 310/Dewey Academy
  - OUSD After School Programs Office
  - OUSD central administration departments
  - Parents/Guardians
  - Youth
  - Community organizations and public agencies
- 5.10. **Licenses.** AGENCY shall obtain and keep in force all licenses, permits, and certificates necessary for the performance of this Agreement.
- 5.11. Loss of Standing as Qualified Organization: AGENCY shall insure MOU requirements are met. Failure to do so may result in loss of standing as a qualified organization and/or termination of partnership.
- 6. Field Trip Policy. FIELD TRIPS, OFF SITE EVENTS AND OFF SITE ACTIVITIES:
  - AGENCY shall provide each Site Administrator and the OUSD After School Programs Office
    with a schedule of all after school program field trips and/or off site events and/or off site
    activities by the first day of each semester, and a schedule of all summer field trips and/or off
    site events and activities by the first day of the summer program, if AGENCY is providing
    summer services (Exhibit D).
  - AGENCY hereby certifies that after school and any summer program staff and/or subcontractors will comply with the following procedures for all field trips, off site events and off site activities:

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

## 6.6. Supervision

- 6.6.1. AGENCY Executive Director must review and approve supervision plan.
- 6.6.2. Trip as structured is appropriate to age, grade level and course of study.
- 6.6.3. Chaperones are all AGENCY employees or subcontractors, parent(s)/guardian(s), or other authorized chaperones and are 21 or older. After School and Summer Program Coordinators and lead trip staff are satisfied that all chaperones are willing and able to perform required duites, including understanding and implementing instructions, understanding health information for students in their group, and responding effectively in the event of an emergency. Trip attendees shall be limited to assigned school or after school program staff, students and authorized chaperones. Guests, including but not limited to friends and other family members, are strictly prohibited absent prior written approval of the after school program coordinator or AGENCY executive director. Before the trip, after school and summer program staff leading trip shall provide any adult chaperones who may accompany the students with clear information regarding their responsibilities. Chaperones shall be assigned a prescribed group of students and shall be responsible for the continuous monitoring of these students' activities. Chaperones shall not consume alcoholic beverages or be under the influence of controlled substances while accompanying and supervising students on a trip.
- 6.6.4. When a trip is made to a place of business or industry, staff shall arrange for an employee of the host company to serve as conductor.
- 6.6.5. Adult: Student Ratio is at least 1:10 or higher if swimming or wading or high risk trip. If the trip involves water activities, this ratio shall be revised to ensure closer supervision of elementary

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

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

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

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

# 6.12.3. Swimming Activities

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

- 7. Financial Records. AGENCY agrees and understands that OUSD is responsible for fiduciary and programmatic oversight for the expenditure of 21st Century ASSETS Core Grant, Direct Access, and Family Literacy grant funds contracted to AGENCY by OUSD for fiscal year 2018-2019. AGENCY will function as a sub recipient of funding and as such will follow all required fiscal guidelines and meet outlined standards as referenced in applicable Federal and State sub recipient guidelines for the federal 21st Century Community Learning Centers grant program, CFDA Number 84.287, awarded by the Office of Elementary and Secondary Education Academic Improvement and Teacher Quality Programs office. Sub recipients that receive over \$500,000 of federal funds are required to undergo an annual audit and to communicate findings to OUSD, as requested. AGENCY will ensure that all contracted funds of this MOU are expended as per grant guidelines.
  - 7.1. **Accounting Records.** AGENCY will maintain its accounting records based upon the principles of fund accounting.
  - 7.2. Disputes. AGENCY shall make all records related to 21st Century ASSETS, Family Literacy, and Direct Access grants available to OUSD for review. OUSD and AGENCY shall meet and confer regarding any disputes as to the amount of actual expenses before taking any action to collect funds.

#### 8. Invoicing

- 8.1. Billing Structure. AGENCY shall only invoice for actual expenditures incurred. Supporting documentation must be presented along with monthly invoices upon request. Billing details must be provided upon request to OUSD to ensure compliance with related sub recipient and grant guidelines.
- 8.2. **Unallowable Expenses.** AGENCY may not purchase computers or capital equipment using 21st Century Core Grant, Direct Access, or Family Literacy grant funds.
- 8.3. Invoice Requirements. AGENCY will submit invoices with evidence of the following staff qualifications for each AGENCY employee and AGENCY agent, including employees of subcontracting agencies and volunteers: TB Clearance, current CA Department of Justice and FBI fingerprint clearance, and Instructional Aide requirement. AGENCY will utilize the required OUSD invoicing and staff qualifications form (Exhibit F) for regular invoice submission.
- 8.4. **Submission of Invoices.** AGENCY must submit invoices to OUSD on a timely and regular basis for services rendered. OUSD will not accept invoices submitted more than thirty days beyond the end of each fiscal quarter. No invoices will be accepted more than 30 days past the end of June 30 of the contractual fiscal year. AGENCY must also submit invoices according to specific invoicing deadlines as outlined by OUSD to ensure timely processing. **(Exhibit G)**
- 8.5. Submission of Invoices for ASESP and 21st Century Grants. For services rendered related to the 21st Century ASSETS grants, OUSD shall pay AGENCY, on a monthly basis, for appropriately documented expenses related to the 21st Century ASSETS grants, with a cumulative total for 2018-19 not to exceed \$204,370.00 in accordance with the attached Exhibits to this Memorandum. Invoices for payment of services shall be submitted by the 10th of each month to the OUSD After School Programs Office, utilizing the required OUSD invoicing and staff qualifications form (Exhibit F). OUSD will strive to adhere to second Accounts Payable check run per the published schedule of monthly payments if invoices are submitted in accordance with the deadlines and requirements set forth in this section and the accompanying Exhibits.
- 9. Ownership of Documents. AGENCY agrees that, pursuant to California law, it shall maintain program and fiscal documentation for the ASESP and 21<sup>st</sup> CCLC programs for a minimum of five years. All documents created by AGENCY pursuant to this MOU, including but not limited to reports, designs, schedules, registration packets, early release waivers, and other materials prepared, or in the process of being prepared, for the services to be performed by AGENCY, are and shall be at the time of creation and thereafter the property of OUSD, with all intellectual property rights therein vested in OUSD at the time of creation. OUSD shall be entitled to access to and copies of these materials during the progress of the

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

# 10. Changes

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

#### 11. Conduct of Consultant

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

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

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

- 11.6. Bullying; Sexual Harassment. The District's Board of Education recognizes the harmful effects of bullying and sexual harassment on student learning, school attendance and participation in after school programs. In order to have a safe environments that protect students from physical and emotional harm, AGENCY shall establish student safety as a high priority and shall not tolerate sexual harassment or bullying of any student. AGENCY shall adopt a policy expressly against harassment, sexual harassment, intimidation, and bullying and ensure related training on prevention and response is accordingly provided for all AGENCY employees and agents.
- 11.7. Restorative Justice (RJ) and Positive Behavioral Interventions and Supports (PBIS). As a part of the District's commitment to eliminate disproportionality in discipline affecting African American male students, the District has initiated Restorative Justice and PBIS programs at many school sites. AGENCY is encouraged to learn more about these programs at school sites and work with District Staff to implement programs in the after school programs that support positive school climate.
- 12. Indemnification. AGENCY shall indemnify, hold harmless and defend OUSD and each of its officers, officials, employees, volunteers and agents from any loss, liability, audit fines, assessments, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by OUSD, AGENCY or any other person and from any claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of performance of this MOU. AGENCY's obligations under the preceding sentence shall apply jointly and severally regardless of whether OUSD or any of its officers, officials, employees, volunteers or agents are actively or passively negligent, but shall not apply to any loss of liability, fines, penalties, forfeitures, costs or damages caused solely by the active negligence or by the willful misconduct of OUSD. If AGENCY should subcontract all or any portion of the work or activities to be performed under this MOU, AGENCY shall require each subcontractor to indemnify, hold harmless and defend OUSD, its officers, officials, employees, volunteers or agents in accordance with the terms of the preceding paragraph.
- 13. Insurance. Throughout the life of the MOU, AGENCY shall pay for and maintain in full force and effect with an insurance company(s) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A/VII" in Best Insurance Rating Guide, the following policies of insurance and shall require each subcontractor to do the same:
  - 13.1. Commercial General Liability insurance which shall include contractual, products and completed operations, corporal punishment and sexual misconduct and harassment coverage, and bodily injury and property damage liability insurance with combined single limits of not less than \$1,000,000 per occurrence.
  - 13.2. **Worker's Compensation** insurance, as required by the California Labor Code, with not less than the statutory limits.
  - 13.3. Property and Fire insurance shall provide to protect: Real Property, against risk of direct loss, commonly known as Special Form and Fire Legal Liability, to protect against liability for portions of premises leased or rented; Business Personal Property, to protect on a Broad Form, named peril bases, for all furniture, equipment and supplies of AGENCY. If any OUSD property is leased, rented or borrowed, it shall also be insured the same as real property.

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

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

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

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

# Arma Eng 8/9/18 | President, Board of Education | Date | | State Administrator | Superintendent | | Secretary, Board of Education | Date | | Executive Director | Date | | Community Schools and Student Services Dept. | | Principal | Date | | Chief Academic Officer | Date | | Continuous School Improvement | Date | Date | | Continuous School Improvement | Date | Date | Date | | Continuous School Improvement | Date | Date

Agency Director Signature

Date

Date

Print Name. Title

## Attachments:

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

MOU template approved by Legal May, 2017

# Exhibit B

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

(Template distributed separately)

# **INSERT HERE**

# AFTER SCHOOL BUDGET PLANNING SPREADSHEET HIGH SCHOOLS 02,2018

Site Name:	Site Name: Dewey Academy	21CCLC Core	21CCLC Equitable Access	Program Fees if applicable	Other School Srto Funda	Other Lead Agency Funds
Site #: 310	310	Resource 4214, Program	Resource 4124, Program	が対対		
Average #	Average # of students to be served daily (ADA), 135 #	% OUSD Lead Agency	% ousb Agency	Lead % Agency	CUSD	Lead Agency
Transfer and the state of the s	TOTAL GRANT AWARD	250000.00	0.00	00.00	00.0	0.00
CENTRAL	CENTRAL COSTS: INDIRECT, ADMIN, EVAL, PROFESSIONAL DEVELOPMENT, CUSTODIAL					
	OUSD indirect (5%)	11904.76	0.00			9
(120.5)	OUSD ASPO admin, evaluation, and training/technical assistance costs	15576.32	0.00			
- M(c)	Custodial Staffing and Supplies at 3.5%	7788.16	0.00			
1 1 1 1 1 1			The second second			
	TOTAL SITE ALLOCATION	214730.75	00:00			
CERTIFICA	CERTIFICATED PERSONNEL					
1120	Quality Support Coach/Career Pathways' Liaison (REQUIRED)	1500.00	00.0		0 0	
1120	Certificated Teacher Extended Contracts					
1120	Certificated Teacher - Credit Recovery - English I	3800 00				
1120	Certificated Teacher - Credit Recovery - Algebra I					
1120	Career Pathway Certificated Teacher Extended Contracts					2.50

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Total certificated	CLASSIFIED PERSONNEL	oss	Total classified		Employee Benefits for Certificated Teachers on Extended Contract (benefits at 20%)	Employee Benefits for Classified Staff on Extra Time/Overtime (benefits at 22%)	Employee Benefits for Salaried Employees (42%)	Lead Agency benefits (rate: 25 %)	Total benefits	BOOKS AND SUPPLIES	Supplies (OUSD only, except for Summer Supplemental)	Curriculum (OUSD only)	Field Trips	Equipment (OUSD only)	District professional development on district PD days (Bridging the Bay conference and Youth Work Methods trainings)	Total books and supplies	CONTRACTED SERVICES	Site Coordinator (list here if CBO staff) \$39 71/H X 1600 Hr.	Program Director \$74 25 X 160 Hr	College & Career Readiness Coach (required for Alt Ed) 36w/3h/\$31.92	
	CLASSIFIE	2220		BENEFITS	30002	30008	3000s	3000E		BOOKS AN	4310	4310	5329	4.420			CONTRACT	5825	5325	5825	

Program Assistant 37w/25h/\$23 19		21452 00							
Youth Internship Stipends \$14 98/H X 450HX7		43197 00							
Academic Instructors 3/36w/3h/31,92		10341 00							
Enrichment Facilitators \$50/H X 737 H		36860 00							
Subcontractors (List specific agency name for each subcontractor)									
Staff time to participate in Continuous Quality Improvement trainings and meetings									
Academic Mentor for 9th graders									
Total services		0.00 194156.00		0.00	0.00		00.0	00'0	00.0
IN-KIND DIRECT SERVICES			N. S.						
								00.0	00.00
Total value of in-kind direct services							0.00	00.0	0.00
LEAD AGENCY ADMINISTRATIVE COSTS									
Lead Agency admin (4% max of total contracted 5)		5969.07			0.00				0.00
SUBTOTALS									100
Subtotals DIRECT SERVICE	14098.32	8.32 198401 68	###	0.00	00.0	###	00.0	00.00	0.00
Subtotals Admin/Indirect	31530.93	0.93 5969.07	###	0.00	00.0	###	0.00		0.00
Total budgeted per column	45629.25	9.25 204370.75		0.00	00.0		00.0	00.0	0.00
Total BUDGETED	100	250000.00	###	0.00		###	0.00	0.00	0.00
BALANCE remaining to allocate		0.00		0.00					
TOTAL GRANT AWARDIAL LOCATION TO SITE	6	250000 00		00 0					

let Approval:			
Required Signatures for Budget Approval:	D fless		
Required Signa	Principal:	Lead Agency:	





# OUSD EXPANDED LEARNING PROGRAMS After School Program Plan

HIGH SCHOOLS · 2018-2019

School Site: Dewey Ac	ademy	
Lead Agency: East Bay	Asian Youth Center	Date: 3/30/18
Name of After School	Program: EBAYC @ Dewey Academy	After School Site Coordinator Name (if known at this time): Juan Campos
Principal Signature	Darrell New	Lead Agency Signature
	PROGRAM OPERATION	NS Dates, Minimum Days & Enrollment
Γο be compliant w	ith grant requirements, high school a	after school programs must operate for a total of at leas
To be compliant w 15 hours per week and summer program hours (as document CDE allows program must be notified of	ith grant requirements, high school at the can consist of any combination ramming. Program activities cannot the cannot set on the school's bell schedule), it is to close for a maximum of 3 days during these program closure dates in advantage.	after school programs must operate for a total of at leas n of after school, before school, weekend, intercession, take place during any part of the regular school day ncluding lunch time. Fing the school year for professional development. Families ace, and the lead agency must maintain documentation of
To be compliant w L5 hours per week and summer program nours (as document *CDE allows program must be notified of a	ith grant requirements, high school at the can consist of any combination ramming. Program activities cannot the cannot set on the school's bell schedule), it is to close for a maximum of 3 days during these program closure dates in advantage.	after school programs must operate for a total of at leas n of after school, before school, weekend, intercession, take place during any part of the regular school day including lunch time.  Fing the school year for professional development. Families are, and the lead agency must maintain documentation of es, including training agenda and staff sign in sheets.
To be compliant w  5 hours per week  and summer program  cours (as document  CDE allows program  nust be notified of a  professional develo	ith grant requirements, high school at the can consist of any combination ramming. Program activities cannot the cannot set on the school's bell schedule), it is to close for a maximum of 3 days during these program closure dates in advantagement activities offered on these dates.	after school programs must operate for a total of at leas n of after school, before school, weekend, intercession, take place during any part of the regular school day including lunch time.  Fing the school year for professional development. Families are, and the lead agency must maintain documentation of es, including training agenda and staff sign in sheets.
To be compliant w 15 hours per week 1 nd summer program 1 cours (as document 1 CDE allows program 1 nust be notified of the 1 projecte 1 Trojecte 1 Projecte 1 Program Operation	ith grant requirements, high school at This can consist of any combination ramming. Program activities cannot in the control of the school's bell schedule), it is to close for a maximum of 3 days durithese program closure dates in advantagement activities offered on these dated and daily attendance for 2018–19 tions for the 2018-19 school years (if any) your program plans to the school years (if any) your program plans (if any) your program your pro	after school programs must operate for a total of at least of after school, before school, weekend, intercession, take place during any part of the regular school day including lunch time.  Ting the school year for professional development. Families aree, and the lead agency must maintain documentation of es, including training agenda and staff sign in sheets.  School year program  First Day  Last Day

# SECTION 1: PROGRAM OPERATIONS, continued

# Minimum Days

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

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

38

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

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

Included in the after school budget.

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

N/A

# **Enrollment Process & Timeline**

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

Important dates to include in your timeline:

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

# SECTION 2: PROGRAM DESIGN & PRIORITIES

# List 2-3 program goals for students:

- 1) Students will gain the tools to obtain a internship or job 2) Students will gain SEL skill
- 3) Students will gain the necessary knowledge to graduate high school

# Targeted Populations to Be Served

Which grade levels will you serve in this program?(Chec

Describe who your program will serve.

Specify how students are selected.

Identify recruitment strategies.

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X	9	
X	10	
X	11	
X	12	

Target Population(s)	Specific Data to Inform Selection of Program Participants	Targeted Recruitment Strategies
Homeless youth	Mc Kinney Vento Program Probation	All students at Dewey are automatically enroll in Expanded Learning Program
Foster youth	Mc Kenney Vento Program Probaton	All students at Dewey are automatically enroll in Expanded Learning Program
Newcomers INCLUDES REFUGEES/ASYLEES/ UNACCOMPANIED IMMIGRANT YOUTH (UIY)	School Acries	All students at Dewey are automatically enroll in Expanded Learning Program
Other:		74   Marie Paparenter 7   Nov. 20   No.

# Modifications For High Need Transitional Students

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

All homeless, foster and newcomer students at Dewey are automatically enrolled in Expanded Learning Program at school registration.

# SECTION 2: PROGRAM DESIGN & PRIORITIES

# Addressing Needs of Underserved/Vulnerable Populations

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

**Please describe any special efforts** your after school program is taking to support the school engagement, social-emotional well-being, and/or academic success of African American students at your school (i.e. Manhood Development, Ethnic Studies curriculum, recognition ceremonies for student accomplishments, Black professionals as role models or mentors, etc.). (3940 Characters)

- Young Women: Expand the knowledge of women by exploring their program while building community and "self" through the discovery/understanding of the power within each individual. It is instructed by professional role models that share the same background.
- This class is facilitated by MISSSEY staff to bring about systematic and community change in order to prevent the
  commercial sexual exploitation of children. They recognize the crucial voices of survivors facilitating awareness,
  education trauma-informed. It is instructed by professional role models that share the same background.
- Expand the knowledge of women while building community and "self" through the discovery/understanding of the power within each individual. It is instructed by professional role models that share the same background.
- Young Men: The Rights of Passage program is designed to support young men in improving decision-making and going through a personal transformation process. It is instructed by professional role models that share the same background
- Students explore how trauma impacts social relationships through stigma, discrimination, violence and poverty while
  exploring student-defined coping strategies. Students will also find a sense of culture and belonging as we dive into
  these topics. It is instructed by professional role models that share the same background.
- In this class, young men will explore personal identity and manhood through creative expression and media arts. It is instructed by professional role models that share the same background.

# **SECTION 3: ALIGNMENT WITH DISTRICT & SCHOOL PRIORITIES**

# **OUSD Strategic Targets**

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

#### **Cohort Graduation Rate**

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

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

District Strategic Target	Describe the ASP activities that will support this district strategic target (444 Characters)	Target Population (192 Characters)	Measurable Outcomes (300 Characters)
	Academic intervention, course work assistance, credit bearing course offering. 90% of students will successfully complete elective requirements for graduation.	All students	Matriculate and Graduate
Cohort Graduation Rate:			
By 2020, the cohort graduation rate will increase to 85 percent.	Increase the amount of students that graduate with dual enrollment credit and work base learning experience by 4-6% each year. Increase by 5% the amount of students who have demonstrated growth on the SRI; Increase the amount of time students interact with text and writing.	All students	Matriculate and Graduate
	By May 30 <sup>th</sup> 2019 the health, fitness, and trades pathway is clear to students, teachers, staff, families, and community members. Additionally 80% of students participate in a pathway experience: project, internship, mentorship, job shadow, dual enrollment course etc.	All Students	Matriculate and Graduate

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

Social and Emotional Learning (SE	L)	
Developing SEL skills in students and adults who work in SEL includes the following skills: self-management, stresponsible decision-making.	n the Oakland school system is a key pr	
Please indicate which strategies will be used to intentional Skill Development for students Instructional Methods and Curriculum  X Targeted program components focused on development intentional PD to develop SEL skills in program st	oping SEL 5 components	
Describe how you will intentionally develop SEL skil	ls:	(320 Characters)
Our Tuesday and Thursday classes will provide the o	opportunity to develop SEL skills.	
In the Full Service Community School model, the school service providers come together, work together, and students and families.  The after school <b>Site Coordinator or Director will</b> group(s), in order to increase alignment between a X COST team (Coordination of Services Team)  SST (Student Study Team)  X SSC (School Site Council)  ILT (Instructional Leadership Team)  PTA  Attendance Team/Workgroup  X SPSA Site Planning team	nool becomes a hub of services where indicoordinate their efforts to meet the lactively participate in which of the lactively participate.	holistic needs of the following school
List key community partners whom you will a program.  • Provide additional services to our students e		(320 Characters)
Describe <b>how you will collaborate</b> with the part  Partners will provide classes and necessary too		(320 Characters) ns pathway.

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

# Program Activities Aligned to SPSA Goals

List your school site priorities for each priority area.

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

Priority Area	List the language from the school SPSA that describes school site goals and/or actions related to this area. (200 Characters)	Describe the after school activities that will support this school priority/goal. (200 Characters)
Graduation Outcomes	Increase by 5% the number of Dewey students graduating each school year.	APEX Math, English and History classes
Post- Secondary Readiness	Increase the amount of students that graduate with dual enrollment credit and work based learning experience by 4-6% each year.	New Door program provides work based learning internship for after school students.  There are two on site college classes for about 40 students. The classes are Kinesiology and Medical Lab
Cuiture & Climate/SEL Improvement	SEL: Students demonstrate strong relationship skill, social skills, and self-awareness in large part by utilizing SEL and restorative practice.	Recognition assemblies and field trips for students. In after school we have gender specific group that help promote the practice of SEL.
Rigorous Academics	Increase by 5% the amount of students who have demonstrated growth on the SRI; Increase the amount of time students interact with text and writing.	After school leadership and digital arts classes provide extended time for students to engage in creative writing and written self-expression.
Pathway Development	By May 30 <sup>th</sup> 2019 the health, fitness, and trades pathway is clear to students, teachers, staff, families, and community members. Additionally 80% of students participate in a pathway experience: project, internship, mentorship, job shadow, dual enrollment course etc.	After school enrichment classes include boxing, soccer, basketball, physical fitness, and nutrition.
Attendance	School attendance rate will increase by 5%	Attendance incentives such as field trips, food, and transportation support will be provided to chronic absent students.  Barriers to school attendance is one of the major topics to be discus in the social-emotional support groups.

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



PRINCIPAL INITIALS



LEAD AGENCY INITIALS

# **SECTION 4: PROGRAM COMPONENTS**

# Academics

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

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

should be based on sound instructional strategies aligned with the regular school day program.

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

For Comprehensive high schools:

- Academic mentoring for 9th graders at risk of failing classes
- Academic supports and mentoring for 10<sup>th</sup>-12<sup>th</sup> grade students taking credit recovery

For Alternative Ed high schools:

• College and career readiness activities

	List of program (96 Characters) (FREQUENCY: HRSAWK)	SPSA/QAP goal(s) or school need supported by activity	Target population	Measurable Outcomes
Academic Mentoring for 9th grade students (REQUIRED FOR COMPREHENSIVE HS)				
Academic Mentoring for 10°-12° grade students taking credit recovery (REQUIRED FOR COMPREHENSIVE HS)	FLY	Increase by 5% the amount of students who have demonstrated growth on the SRI; Increase the amount of time students interact with text and writing.	All students	Students will acquire academic skills that will enhance their preparedness for demands of college and careers.
College & Career Readiness activities (REQUIRED FOR ALT ED)	New Door Ventures	By May 30th 2019 the health, fitness, and trades pathway is clear to students, teachers, staff, families, and community members. Additionally 80% of students participate in a pathway experience: project, internship, mentorship, job shadow, dual enrollment course etc.	All students	Students acquire academic, technical and 21st knowledge and skills through college and career readiness enrichment, all of which will enhance their preparedness for demands of college and careers.
Other:	T T T T T T T T T T T T T T T T T T T			

# SECTION 4: PROGRAM COMPONENTS, continued

# Quality Support Coach

Describe your **plans to utilize the Quality Support Coach** to support alignment with the school day. (920 Char.) Our quality support coach (Mrs. Stoneham) will assist the expanded learning program with curriculum, coaching, staff support, and development of the QIP.

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

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

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

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

				Targ	1 Sk	ills	
Pescription of Program/ Activity (INCLUDE FREQUENCY) (64 Characters)	Pathway supported by this program/ activity	Target Population	How does this program/activity support student readiness forcareer and/or college	Work based Learning Experience	Technical	Employability	Career Planning
FLY Monday, Wednesday, Friday 3.5hrs.	Health, Fitness & the trad pathway	eAll students enrolled in Expanded Learning Program	Students acquire academic, technical and 21 <sup>st</sup> knowledge and skills through college and career readiness enrichment, all of which will enhance their preparedness for demands of college and careers.			X	X
New Door Ventures Monday, Wednesday, Friday 4.5hrs.	Health, Fitness & the trad pathway	eAll students enrolled in Expanded Learning Program	Students acquire academic, technical and 21 <sup>st</sup> knowledge and skills through college and career readiness enrichment, all of which will enhance their preparedness for demands of college and careers.	X	X	Х	X
ELP Internships  Monday, Wednesday, Friday 4.5hrs.	Health, Fitness & the trad pathway	eAll students enrolled in Expanded Learning Program	Students acquire academic, technical and 21st knowledge and skills through college and career readiness enrichment, all of which will enhance their preparedness for demands of college and careers.	¥	X	X	X

# SECTION 4: PROGRAM COMPONENTS, continued

# Enrichment

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

Description of A Program/ Activity & (S Frequency Act (hrs/week) go				Targeted Skills (check)						Identified By(check)				
	Single Plan for Student Achievement (SPSA)/Quality Action Plan (QAP) goal(s) or school need supported by activity	Target Population	Financial Literacy	Arts	Health & Wellness	Social/Emotional Learning	Technology	Leadership	Parents	Students	OAP	School	Other:	
Culinary Arts 2.5hrs/ 37 weeks	By May 30 <sup>th</sup> 2019 the health, fitness, and trades pathway is clear to students, teachers, staff, families, and community members. Additionally 80% of students participate in a pathway experience: project, internship, mentorship, job shadow, dual enrollment course etc.	All students enrolled in Expanded Learning Program			1153	X			-	X		X	Uther;	
Digital Media 2hrs/ 37 weeks	By May 30th 2019 the health, fitness, and trades pathway is clear to students, teachers, staff, families, and community members. Additionally 80% of students participate in a pathway experience: project, internship, mentorship, job shadow, dual enrollment course etc.	All students enrolled in Expanded Learning Program		X	•	X				X	•	X		
Math- APEX Bhrs/ 37 weeks	Students are supported in enrolling and performing well in a APEX course in Expanded learning Program which will help them prepare for the demands of college.	All students enrolled in Expanded Learning Program			X	x				X		X		
English- APEX Bhrs/ 37 weeks	Students are supported in enrolling and performing well in a APEX course in Expanded learning Program which will help them prepare for the demands of college.	All students enrolled in ELP		-	X	X				x	-	Х	v //	
eadership/ Youth Action Feam hrs/ 37 weeks	By May 30th 2019 the	All students enrolled in Expanded Learning Program	X	(Delta man		A STATE OF THE PROPERTY OF THE		X	Waterman	X	4D4D11han	x		

	80% of students participate in a pathway experience: project, internship, mentorship, job shadow, dual enrollment course etc.							
SEL Gender Specific Enrichment Classes	,	All students enrolled X in Expanded Learning Program	X	X	X	X	X	
		d						

# SECTION 4: PROGRAM COMPONENTS, continued

# Physical Activity/Recreation

Please list recreation activities your program will offer

List of Program/ Activity & Frequency (hrs/week) (96 Characters)			Identified By (check)					
	SPSA/QAP goal(s) or school need supported by activity	Target Population	Parents	Students	OAP	School	Other:	
Basketball 2.5hrs/ 37weeks	teachers, staff, families, and community members. Additionally 80% of students participate in a pathway experience: project, internship, mentorship, job shadow, dual enrollment course etc.	enrolled in Expanded Learning Program		X	X	X		
Soccer 2.5hrs/ 37weeks	teachers, staff, families, and community members. Additionally 80% of students	All students enrolled in Expanded Learning Program		X	X	X	The second secon	
Physical Fitness  2.5hrs/ 37weeks	By May 30 <sup>th</sup> 2019 the health, fitness, and trades pathway is clear to students, teachers, staff, families, and community	All students enrolled in Expanded Learning Program	X	X	X	X		
Boxing 2.5hrs/ 37weeks	By May 30th 2019 the health, fitness, and trades pathway is clear to students, teachers, staff, families, and community	All students enrolled in Expanded Learning Program	х	X	X	X		

# Culture & Climate

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

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

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

What practices does your program have to **support culture and climate**? How will you **align** these practices with school day efforts? (1699 Characters)

- Recognition assemblies
- Student Orientation
- Community Soup / Feedings
- Field Trips
- Special Guest Speakers about motivational topics

### SECTION 4: PROGRAM COMPONENTS, continued

#### Family Engagement / Family Literacy

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

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

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

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

Type of Activity and Frequency (320 Characters)	SPSA/QAP goal(s) or school need supported by activity	Describe how this activity is connected to student achievement	Measurable Outcome	Alignment with school day family engagement / efforts or resources
We did not receive funding for family engagement.  Student/ Parent Orientation Night  Back to School Night	Parent/ Family Engagement	Families are more inclined to be more involve with supporting their child academically. In addition they are more familiar with services offered and how to access them.	30% of parents attend and participate in engagement increasing student engagement.	<ul> <li>Financial Aid</li> <li>Pathway         Offerings</li> <li>Transcript         Evaluations</li> <li>SAT Test         Preparation</li> <li>College         Advising</li> <li>Dual Enrollment</li> <li>Immigration         Rights</li> </ul>
Student/ Parent Orientation Night	Pathway Development	opportunities are and the steps to get there: e.g.	students participate in a pathway experience: project, internship, mentorship, job shadows, dual enrollment course	Create an engaging and welcoming school enrollment/ orientation fair that exposes students and families to all pathway opportunities that Dewey provides.

### SECTION 5: CONTINUOUS QUALITY IMPROVEMENT PROCESS

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

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

What areas did your program identify as strengths?

(735 Characters)

- **1.** Program has excellent student retention rate as well as student desire for the options that Expanded Learning Program has to offer.
- 2. Program offers a sense of family/ community with students and staff. Students are able to hold Expanded Learning Program staff accountable to students.

What areas did your program identify as needing improvement?

- **1.** One of the areas of improvement that our program needs is time management. Students need to stay in class the entirety of the period until the bell rings.
- 2. Another area of improvement is our sports program. Expanded Learning Program is in the process of finding the right coaches for both our Basketball and Soccer programs.

(735 Characters)

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

- Introduction to the Active-Participatory Approach
- X Active learning
- X Ask-Listen-Encourage

**Building Community** 

Cooperative Learning Homework

Help

- Planning & Reflection
- Reframing Conflict
- Structure and Clear Limits
- X Youth Voice
- Teen Advisory Council

#### SECTION 6: PROGRAM SCHEDULE & MODEL

#### Program Schedule

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

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

**important Notes**: The after school schedule must commence immediately the minute the school day bell schedule ends on all program days. Before submitting, compare the school bell schedule with the after school schedule to ensure that the times are aligned (i.e., if the school bell schedule ends at 2.55 pm, then the after school schedule must begin at 2.55 pm; the same is true on minimum days).

#### Program Model

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

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

#### Teachers on Extended Contract for Direct Service

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

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

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

- APEX Math, 2 hours per week
- APEX English, 3 hours per week

#### **SECTION 7: PROGRAM FEES**

Will your after school program - L	1	
Will your after school program charge program fees for the 2018–19 school	Jear? Vos	PINIO
	/cui	Y : INU

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

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

	remain; and will remain	at the school site	ried over to the follo if there is a change	wing fiscal year if funds in lead agency partner
Please	e attach a copy of written program arent letter, parent handbook, etc.).			
				<u> </u>
	PRINCIPAL SIGNATURE	· · · · · · · · · · · · · · · · · · ·	LEAD AGENCY S	IGNATURE

2018-19 After School Program Schedule	Schedule				
School Site: Dewey Academy					
Lead Agency: East Bay Asian Youth Center	Youth Center				
Name of Program: EBAYC @ Dewey Academy	Dewey Academy				
School Day End Time on Regul.	School Day End Time on Regular Days (according to Bell Schedule	dule): 2:58PM			
School Day End Time on Minin	School Day End Time on Minimum Days (according to Bell Schedule): 1:10PM	nedule): 1:10PM			
Time Block	Monday	Tuesday	Wednesday	Thursday	Friday
			Enrichment station		
			rotations: sports, art,		
Example: 1:30 - 2:50			dance		
2:01 pm - 2:11 pm	Snack and Sign In	Snack and Sign In	Snack and Sign In	Snack and Sign In	Snack and Sign In
Wed. 12:30 pm- 12:40 pm					
			Culinary Arts 12:30pm-		
2:11 pm - 2:58 pm	Culinary Arts	SEL Men's Groups	1:10pm	SEL Men's Groups	Culinary Arts
	Math APEX and English APEX		Math APEX and English		Math APEX and English
	/ Gym Open to all 3:00pm -		APEX / GYM open to all		APEX / GYM open to all
3:0 <b>0</b> pm - 5:00pm	5:00pm	SEL Women's Groups	1:10 pm - 4:00 pm	SEL Women's Groups	3:00pm - 5:00pm
		Math APEX and English		Math APEX and English	
	Digital Media / New Door /	APEX / GYM open to all	Digital Media / New Door / APEX / GYM open to all	APEX / GYM open to all	Digital Media / New Door /
Wed. 12:40pm- 1:10pm	FLY	3:00pm - 5:00pm	FLY	3:00pm - 5:00pm	FLY
	Physical Fitness / Basketball		Physical Fitness /		Physical Fitness / Basketball
	/ Soccer		Basketball/ Soccer		/ Soccer
	Leadership		Leadership		Leadership
	Sign Out and Program	Sign Out and Program	Sign Out and Program	Sign Out and Program	Sign Out and Program
5:00 PM	Closure	Closure	Closure	Closure	Closure
Important Notes:					
			· — — · · · · · · · · · · · · · · · · ·		

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

Programs must submit this program schedule, along with a copy of the school's 2018-19 bell schedule, to the ASPO office for review and approval.
Sign-out and Program Closure cannot occur earlier than 6pm for elementary and middle school programs. Programs must operate at least 3 hours per day and at least 15 hours
Programs will be asked to re-submit updated program schedules at the beginning of each semester.

# Oakland Unified School District Dewey Academy 2018-2019 \*\*DRAFT\*\*

(Monday & Friday) Bell Schedule Breakfast 8:00 AM			
FIRST BELL 8:25 AM			
	Start End		
1 <sup>st</sup> Period	8:30am - 9:30am		
2 <sup>nd</sup> Period	9:32am – 10:28am		
3 <sup>rd</sup> Period	10:30am - 11:26am		
Lunch	11:26am – 12:01pm		
4 <sup>th</sup> Period	12:04pm - 1:00pm		
5 <sup>th</sup> Period	1:02pm – 1:58pm		
6 <sup>th</sup> Period - Expanded Learning	2:01pm – 2:58pm		

(Tuesday & Thursday) Bell Schedule Breakfast 8:00 AM			
FIRST BELL 8:25 AM			
	Start End		
1 <sup>st</sup> Period	8:30am - 9:20am		
2 <sup>nd</sup> Period	9:22am - 10:10am		
3 <sup>rd</sup> Period – Careers/Advisory	10:12am – 11:02am		
Lunch	11:02am – 11:37am		
4 <sup>th</sup> Period	11:39am – 12:29pm		
5 <sup>th</sup> Period	12:31pm – 1:19pm		
6 <sup>th</sup> Period	1:21pm - 2:09pm		
7 <sup>th</sup> Period - Expanded Learning	2:11pm - 2:58pm		

(Wednesday) Min	imum Day Bell Schedule	
Break	cfast 8:00 AIVI	
FIRST	BELL 8:25 AM	
	Start End	
1 <sup>st</sup> Period	8:30am – 9:10am	
2 <sup>nd</sup> Period	9:12am – 9:52am	
3 <sup>rd</sup> Period 9:54am – 10:34am		
1 <sup>th</sup> Period 10:36am - 11:16am		
Lunch     11:16am -11:46am       5th Period     11:48am - 12:28pm		
		6th Period - Expanded Learning
PROFESSION	NAL DEVELOPMENT	
2.00₽%	/I = 3:30PM	

# Dewey Academy ENROLLMENT TIMELINE 2018-2019

Summarize your enrollment timeline below. Describe how your school will identify and recruit students beginning in Spring 2018 and into the new school year.

Timeline	After School Enrollment Steps/Process	Individual(s) responsible
April 2018	Program Announcement	ASP Director
May 2018	Program enrollment and intake – round 1	ASP Director
May 2018	Notification of program acceptance	ASP Director
August 2018	Program enrollment and intake - round 2	ASP Director
September 2018	Program orientation	ASP Director

# **EBAYC EXPANDED LEARNING PROGRAM- DEWEY ACADEMY**

Date of Intake:		Grade Level (2018-2019 5	School Year):
	You	ıth <u>Information</u>	
First Name	Middle <b>Nam</b>	e Last Name	Birth Date (MM/DD/YY)
Street Address		City	Zip Code
☐ Both Parents	rith <i>(Please check one, t</i> Mother Only  ember Foster Care	Father Only	Grandparent(s) Other:
	(Check all that apply):	_ ,	
☐ African American/B☐ Guatemalan☐ Laotian☐ Nepali☐ Tongan☐ Decline to state  3) List sibling(s) en  (1) First Name	Black Burmese  Hmong  Mexican  Pilipino/a  Vietname  Other La	☐ Iraqi ☐ Mien ☐ Salvadoran ☐ Salvadoran ☐ White/ Caucasi ☐ SAYC (If applicable):  School	Other:Grade
(2) First Name	Last Name	School	Grade
Name of Mother/Guard  () Home Phone	dian (First and Last)	() Cell Phone	her/Guardian – Email Address
<ul><li>4) Mother's/Legal (</li><li>None</li><li>Trade School</li><li>Master's Degree or</li></ul>	☐ Elementary ☐ M ☐ Associate Degree (Com	PLETED education level?  Iiddle	<u> </u>
<b>J</b>			

Name of Father/Guardian (First and Last)	Father/Guardian — Email Address
() (	ather/Cell Phone
5) Father's/Legal Guardian's highest COMPLETED ed  None Elementary Middle	☐ High School ☐ GED
☐ Trade School ☐ Associate Degree (Community Colle) ☐ Master's Degree or PhD	ege) 🔲 Bachelor's Degree (Four-year College)
Household Information	tion Survey
*NOTE: If you are enrolling multiple children you only	y need to fill this section out <u>once</u> .
☐ I've filled this information out on my other child's form. C	hild's Name:
Thank you for completing the survey below. The confidential understand our community and is used to seek funding and services for your child. We appreciate your support and input	resources necessary for providing high-quality
1) How many people live in your household? ("Household" means all the people who live with you. It stepchildren, other family members such as aunt, uncles other people you are not related to.)	
2) What is your total annual household income? (Ple	ase check one)
Less than \$10,000	☐ \$20,001 - \$30,000 ☐ \$30,001 - \$40,000
☐ \$40,001 - \$50,000 ☐ \$50,001 - \$60,000 ☐	☐ \$60,001 - \$70,000 ☐ Over \$70,000
3) How many people in your household are currently  ☐ No one Number of people employed, if any	• •
4) Do you own or rent your home? (Please check one	Rent Own Other:
5) How much is your monthly rent or mortgage? ( <i>Ple</i> ☐ Less than \$500 ☐ \$500-1000 ☐ \$100 ☐ \$2001-2500 ☐ More than \$2500	ease check one) 1-1500
6) Do you participate in any public benefits program  CalFRESH/SNAP CalWORKS General Assistance	
	.g. Kaiser, BlueCross, etc.)   CHIP
☐ Medi-Cal ☐ Health PAC ☐	Covered California/Obamacare
Other:	

THE PERSON NAMED IN COLUMN TWO	PARTY CONTRACTOR TAXABLE	CONTRACT TO SECURITY OF THE PARTY OF
	BE CARLET TO SER	The second secon
III we - 1 II 1 I I I I	WILL CLOSE STREET	n Consent
The state of the s	(1111)	A-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1

- 1. I am the legal parent/guardian, and I give my consent to the East Bay Asian Youth Center (EBAYC) to enroll my child in EBAYC's expanded learning programs and activities for the school year 2018-2019.
- 2. EBAYC has informed me that the services my child receives from EBAYC are confidential to the full extent permitted by State and Federal laws.
- 3. EBAYC has informed me that my child may be interviewed and photographed, and/or videotaped for the purpose of publicizing the work of EBAYC. I hereby give the East Bay Asian Youth Center the right to use my child's name, picture, portrait, photograph, video and audio recording for advertising or any other lawful purposes, and I waive any right to inspect or approve the finished version(s). 

  Yes 
  No
- 4. EBAYC has informed me that my child will be asked to fill out a survey twice a year, and may be asked to take part in interviews for the purpose of evaluating the effectiveness of EBAYC's programs. I understand that my child's responses will be kept confidential and that my child has the right to refuse to answer any questions that make him or her feel uncomfortable or embarrassed.
- 5. EBAYC shall immediately notify me in the event of an emergency that requires my child to secure medical attention or hospitalization.
- 6. I authorize EBAYC to furnish and/or obtain emergency medical treatment, which may be necessary for my child during EBAYC programs and activities.
- 7. In the event of an emergency and EBAYC is unable to reach me immediately, EBAYC shall contact and/or release my child to the following individual(s). Please list individual(s) other than the parent(s)/ Guardian.

			1
Name (First and Last)	Relationship to Child/Youth	Teler	phone
		(	)
Name (First and Last)	Relationship to Child/Youth	Telep	phone
Name of Child Youth's M	edical Insurance	Policy/Insurance Nu	ımber
Primary Insured's Name			
East Bay Asian Youth Ce	myself, my heirs, executors and nter, its officers, agents, employ aind whatsoever which may be so ad programs of EBAYC.	ees, and volunteers fro	m all claims, demands and
rent/Guardian's Name	Parent/Guardiar	's Signature	Date

# COMMUNITY Community Listening Session

Wednesday, June 27, 2018 5:00-7:30 pm Oakland Main Library West Auditorium 125 14th Street, Oakland

Join us for a 2.5-hour interactive conversation facilitated by Be the Change Consulting to:

- Build community in an interactive exercise.
- Reflect on the violence prevention services that exist in our city.
- Dialogue about what works and what could be better.
- Provide input for Oakland Unite's upcoming grant cycle.

#### What Will You Get!

- An opportunity to share your feedback
- \$25 gift card
- Dinner provided
- Free childcare provided

Be the CHANGE consulting



Questions? Contact Jessie Warner at jwarner@oaklandnet.com.



Accounts Payable: Date Received:

### **PAYMENT AUTHORIZATION**

Date of This Request:	/	Requested By:	
	х.		
School Site / Program Name:		Requestor's Signature	6
Purpose of Payment:			
(Detailed Description -			
or it may be Returned)			
Funding Source:			
Make check payable to:		Vendor #:	
ADDRESS:		Period T.	
lity, State, Zip:			
ate Received:	/ / Superviso	r's Signature:	
Date Received:	Superviso	r's Signature:	
8	Superviso	r's Signature: Director's Signature:	
8	Superviso	Dîrector's Sîgnature:	
ate Received:	/ / Executive	5	
ate Received:	Superviso	Director's Signature:  For Fiscal Dept. Use Only	AMOUNT
late Received:	/ / Executive	Director's Signature:  For Fiscal Dept. Use Only  Account Code Sub - Account	AMOUNT
ate Received:	/ / Executive	Por Fiscal Dept. Use Only  Account Code Sub - Account	AMOUNT
ate Received:	/ / Executive	For Fiscal Dept. Use Only  Account Code Sub - Account	AMOUNT
ate Received:	/ / Executive	Director's Signature:  For Fiscal Dept. Use Only  Account Code Sub - Account	AMOUNT
ate Received:	/ / Executive	For Fiscal Dept. Use Only  Account Code Sub - Account	AMOUNT
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ate Received:	/ / Executive	For Fiscal Dept. Use Only Account Code Sub - Account	AMOUNT
ate Received:	Executive  ESCRIPTION OF EXPENSE	For Fiscal Dept. Use Only Account Code Sub - Account  TOTAL AMOUNT REQUESTED:	AMOUNT
Pate Received:	/ / Executive	For Fiscal Dept. Use Only Account Code Sub - Account  TOTAL AMOUNT REQUESTED:	AMOUNT
LINE ITEM / DE	Executive  SCRIPTION OF EXPENSE  FOR OFFICE	For Fiscal Dept. Use Only Account Code Sub - Account  TOTAL AMOUNT REQUESTED:	AMOUNT
late Received:	Executive  ESCRIPTION OF EXPENSE	For Fiscal Dept. Use Only Account Code Sub - Account  TOTAL AMOUNT REQUESTED:	AMOUNT
	Executive  SCRIPTION OF EXPENSE  FOR OFFICE	For Fiscal Dept. Use Only Account Code Sub - Account  TOTAL AMOUNT REQUESTED:	AMOUNT





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

School Site Dewey Academy		
Lead Agency East Bay Asian Youth Center	Date 4/9/18	
Name of After School Program EBAYC @ Dewey Academy	After School Site Coordinator Name (if known at this time):  Juan Campos	
Principal Signature Danul Len	Lead Agency Signature Manuellan	

#### Assurances for Grant Compliance & After School Alignment with School Day Principal and Lead Agency representative will review and discuss each assurance below. Please note hyperlinks for the following documents referenced below: Grant Assurances signed by OUSD Superintendent Quality Support Coach Role Description LEAD PRINCIPAL **AGENCY INITIALS** 1. Site Administrator and Lead Agency Director/Site Coordinator have reviewed the CA Dept of Education's ASES and/or 21st Century Grant Assurances 6, and understand mandated grant compliance elements. 2. Site Administrator and Site Coordinator will meet at least once monthly to ensure program is meeting identified goals. (Bi-weekly check-ins are recommended.) 3. Site will provide the after school program with appropriate facilities and resources in support of program goals, including office space with internet and phone access for the Site Coordinator, and safe storage for program records. 4. Site Administrator will share the School Site Safety Plan with the Site Coordinator and discuss appropriate policies and procedures to ensure safety during the after school hours. (See page 3 for details on After School Safety Plan requirements.) 5. Site Administrator and Site Coordinator understand the program must meet CDE attendance targets in order to retain grant funding. Site and program will work collaboratively to ensure strong student recruitment and retention.

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

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

### After School Safety and Emergency Planning

1.	The 2019–2020 Comprehensive School Site Safety Plan includes the <u>After School Emergency Plan</u> &.  The Site Administrator and After School Program (ASP) Site Coordinator will update the After School Emergency Plan annually by discussing and aligning plans and procedures for after school and school day
	safety, including emergency preparedness and crisis response. Indicate all actions that will occur to
	ensure after school safety and alignment with school day procedures for emergency preparedness and
	emergency response:
	Site Administrator and ASP Site Coordinator will meet at beginning of school year to update After School Emergency Plan collaboratively.
	Site will share Comprehensive School Site Safety Plan with after school partner
	School day and after school programs will coordinate emergency drill schedules & procedures (ie. earthquake, fire, and lockdown drills).
	After School staff will participate in site-level faculty safety trainings
	School will provide after school staff with access to disaster supplies and other resources in case there is an emergency after school.
	✓ Site Administrator and ASP Site Coordinator will meet regularly to review after school incidences and update safety plans as needed.
	✓ The completed After School Emergency Plan (ASEP) will be submitted to Expanded Learning Programs Office by 10/1/18.
	Other. SPECIFY:
2.	<b>List the training and resources</b> the school will provide after school staff on safety procedures, including lockdown procedures and communication protocols for crisis response.
	Site Coordinator will meet with site administrator and determine crisis response plan. Site Coordinator will disseminate information via walkies talkies to after school staff. After school staff will participate in mock emergency drill at the beginning of each semester, and review the protocol through the school year.
3.	Principal and Site Coordinator have reviewed the OUSD After School Emergency/Crisis 1st Level Response Notification Protocol & and understand expectations regarding communication and incident reporting & when an issue involving after school safety occurs.
Fa	acility Keys
lti	s critical that the After School Site Coordinator has access to facility keys in order to ensure safety after
scl	nool should a lockdown or lockout be needed. Will the After School Program have access to facility keys for
	areas where after school programming occurs? X Yes No
	no, indicate how the school campus will be secured if crisis should occur during after school hours and if kdown is necessary:

# After School Safety and Emergency Planning, continued SSO Staffing

Check one:

Site will utilize after school and/or school day funds to pay Extra time/Over time (ET/OT) for an after school SSO.

Site does not need an SSO.

✓ Site does not have the resources to fund an after school SSO.

Dhess

PRINCIPAL SIGNATURE

gunden

LEAD AGENCY SIGNATURE

#### Continuous Quality Improvement (CQI)

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

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

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

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

#### Review and mark all commitments:

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

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

D Ress

PRINCIPAL SIGNATURE

& grandia-

LEAD AGENCY SIGNATURE

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

Lead Agency		
Middle School Athletic	S	
community building. OUSD enco	ep students engaged in school, and to surages after school programs to partice thool sports practices and games on the assified staff on extra time/overtime ca	ripate in the OUSD middle school sports he weekend. Lead agency staff, teachers
Please <b>identify</b> the middle scho	ol sports activities that your after scho 5D Middle School Sports League	ol program will be offering students this
Co-ed Flag Football	Girls Soccer	Boys Volleyball
Girls Cross Country	Boys Soccer	Other
Boys Cross Country Girls Basketball Boys Basketball	Girls Track and Field Boys Track and Field Girls Volleyball	PLEASE DESCRIBE:
understand I will submit a S program's after school athlet understand that all student Liability and Assumption of F	ic games and practices. s participating in middle school sports tisk form for Middle School Sports Leat	Activities form each semester, listing m will complete an OUSD Release of
<b>N</b> .		

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

ASSETs Program Schedule	
Must be completed by all programs that receive or have cut Describe your planned programming on weekends, in during the 2018-19 school year. Your plans must match y	tercession breaks, summer, and other non-school days
Number of non-school days you plan to offer during the 2018-2019 fiscal year (JULY 1, 2018-JUNE 30, 2019)	
Dates of Service	
Proposed Hours of Operation	
PRINCIPAL SIGNATURE	LEAD AGENCY SIGNATURE

# ADDENDUM #3 COMPLETED BY SITES WITH EQUITABLE ACCESS GRANTS ONLY 21st Century and ASSETs Equitable Access

#### **Equitable Access**

Must be completed by all programs that receive or have applied for 21st Century Equitable Access funding

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

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

ow will your 21 <sup>st</sup> Century/ASSETs program s opulation(s) of students in your program w upplemental grant? Please describe your p ith your Equitable Access budget.	ill receive extra	support through the Equitable A	ccess
5			
PRINCIPAL SIGNATURE		LEAD AGENCY SIGNATURE	

# Exhibit C PARENT PERMISSION AND STUDENT INFORMATION

#### OAKLAND UNIFIED SCHOOL DISTRICT 21 CENTURY ASSETS HIGH SCHOOL AFTER SCHOOL PROGRAMS

I give my child permission to partic	cipate in the 2018-19 $\_$		
After School Program.			
Name of School:		_	
Student's Name		Grade	Date of Birth
Parent/Guardian Name (Please print)	Signature	;	Γoday's Date
Home Address	City	Zip	=======================================
Home Phone	Work Phone	Cell Phone	
EMERGENCY CONTACT INFO In case of emergency please contact:  Name	Relationship	Phone: v	work/home/cell
Name	Relationship	Phone: v	vork/home/cell
Does your child have health coverage?	?Yes	No	
Name of Medical Insurance	Policy/ Insurance #	Primary Insured	l's Name
I authorize After School Program Staff necessary for my child during the Afte	to furnish and/or obtainer School Program.	n emergency medical tr	eatment which may b
Parent/Guardian Name	Signature		Date

result of participation in the after school	sponsible for loss, damage, illness, or injury to person or property as a program. I hereby release and discharge the Oakland Unified School ts, and volunteers from any and all claims for injury, illness, death, loss the after school program.
<b>✓</b>	
Parent/Guardian Signature	Date
STUDENT RELEASE As parent/guardian, I understand that out and will end by 6:00 p.m.	t the After School Program will begin immediately after school is
I give the After School Program staff perr supervision. I understand that my high s released on his/her own.	mission to release my child from the after school program without school-age child will sign himself/herself out of program, and will be
I understand that my high school-age chi released prior to 6:00 pm.	ild may sign himself/herself out from the After School program and be
As parent/guardian, I hereby release and employees, agents and volunteers from a child's release from the After School Programme.	l discharge the Oakland Unified School District and its officers, all claims for injury, illness, death, loss or damage as a result of my gram without supervision.
<b>√</b>	
Parent/Guardian Signature	Date

I understand the nature of the after school program and that participation is voluntary. I understand that the

#### **AFTER SCHOOL PROGRAM ATTENDANCE POLICIES**

RELEASE OF LIABILITY

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

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

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

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

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

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

<b>✓</b>	
Parent/Guardian/Caretaker Signature	Date

#### SPECIAL NOTE REGARDING PROGRAM FEES

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

#### After School Programs, 2018-19

SCHOOL SITE:	
STUDENT HEALTH FORM STUDENT INFORMATION Student's Name	
Grade in 2018-19	Language spoken in the home
PARENT/GUARDIAN INFORMATION Parent/Guardian Name (First, Last)	
Student's Home Address	
Phone (home)	
Parent/Guardian Cell # Parent/Guar	dian Work #
Name of Child's Doctor	Telephone
EMERGENCY In case of emergency, please contact:  Name: Relations	ship to student:
Phone Number:	
<u>HEALTH</u>	
Please check if your child has any of these Health Con HEALTH CONDITION	
Severe Allergy to:	MEDICATION  ☐ Student has EpiPen® at school
□ Asthma	□ Student has inhaler at school
□ Diabetes	□ Student has medication at school
□ Seizures	□ Student has medication at school
□ Sickle Cell Anemia	☐ Student has medication at school
□ Cystic Fibrosis	☐ Student has medication at school
Other conditions:	☐ Student has medication at school
Medical History that may be of Importance:	
List any Allergies:	
Medication needed during the school day:	
Medication needed during the after school day:	

#### SPECIAL INSTRUCTIONS

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

See your School Nurse/Health Services for more information.

#### **AUTHORIZATION TO TREAT MINOR**

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

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

Date:	Parent/Guardian Signature:
Print Name:	
Does your child have vision pr	oblems?
Have you ever been notified tl	hat your child has difficulty seeing?
Is your child supposed to wear	glasses?

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

#### Exhibit D

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

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

Contact Informa	tion:				
Site Name			Lead Agency Name		
Name of Contact Person			Email		
Telephone			Fax		
The following Fi Program will occ	eld Trips, Off Site Ever cur during:	nts and Off	Site Activities f	or the Afte	r School
☐ Spring Se	ester – August 21, 2018 - mester – January 22, 20 Program (Specify dates:	19 to June	7, 2019		_
	Trip, Off Site Event, f Site Activities		Date(s)		Time(s)
Site Coordinator S	Signature			D=4	
	Signature				
	ctor Signature				
Site Administrator	Signature			Date	

#### Exhibit E

#### EAST BAY REGIONAL PARK DISTRICT

#### WAIVER AND RELEASE OF LIABILITY AND INDEMNITY AGREEMENT

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

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

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

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

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

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

Participant Name (Print)	<u>.</u>	
Name of Custodial Parent or Guardian (if Participant is under 18):		
Signature: Participant Signature (if over 18) or Custodial Parent or Guardian Signature	Date:	
		EBRPD Waiver Swim Use
		Rev. 3/09



#### INVOICING AND STAFF QUALIFICATIONS FORM 2018-19

#### **Basic Directions**

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

Employee, agent or subcontractor name.

ATI#. This is the fingerprint clearance number assigned by the Department of Justice.

Current TB Clearance. Current means within the last 4 years. This documentation should be maintained in Lead Agency files.

IA Requirement. No Child Left Behind Law requires that any staff who directly supervise students and are included in the 20:1 student-toadult ratio meet the IA requirement. This documentation should be maintained in Lead Agency files.

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

Employee, Agent, or Subcontractor Name	ATI#	Current TB Clearance Documentation on File	IA Requirement Documentation on File
		☐ Yes ☐ No	□Yes □No
		☐ Yes ☐ No	□Yes □No
		☐ Yes ☐ No	□Yes □No
		☐ Yes ☐ No	☐Yes ☐No
		☐ Yes ☐ No	□Yes □No
		☐ Yes ☐ No	☐Yes ☐No
		☐ Yes ☐ No	□Yes □No
		☐ Yes ☐ No	☐Yes ☐No



#### PROCEDURE FOR INVOICING

# Oakland Unified School District Comprehensive After School Programs 2018-2019

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

- ♦ All 21st Century and/or ASES invoices <u>must be submitted to the OUSD After School Programs Office</u> in order to be processed and paid. We are located at 1000 Broadway, Suite 150.
- ♦ All invoices must be generated <u>on your organization's letterhead</u>. This applies to both agency and individual contractors.
- ◆ To maintain invoicing consistency so that all necessary information is included, please <u>use the attached invoicing format</u>. Simply cut and paste the format onto your organization's letterhead. Please utilize the sample invoice as a guide. All of the information in the top section of the invoice template MUST be completed in order to process for payment. Also, in the body of the template, a detailed breakdown of charges must be provided, including number of hours worked and hourly rate. Failure to fully complete an invoice according to these specifications may result in a delay of payment.
- ◆ All invoices should cover only one calendar month, i.e. the 1st through the 30th or 31st.
- 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 <u>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.**</u>

The tentative schedule for OUSD payments is anticipated as follows:

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

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



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

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

#### Paying OUSD Certificated Employees (Teachers)

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

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

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



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

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

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

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

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

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

#### Exhibit H

#### CERTIFICATES OF INSURANCE AND ADDITIONAL INSURED ENDORSEMENT

# **INSERT HERE**

#### EASTBAY-11

ACORD

#### CERTIFICATE OF LIABILITY INSURANCE

THE STATE OF THE PROPERTY OF T

**EBRITO** 

DATE (MM/DD/YYYY) 05/03/2018

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

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). CONTACT Lynda Wiltz PRODUCER License # 0757776 HUB International Insurance Services Inc. PHONE (A/C, No, Ext): (925) 415-5152 (A/C, No): (951) 231-2572 P. O. Box 5076 E-MAIL ADDRESS: cal.cpu@hubinternational.com San Ramon, CA 94583 INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: Nonprofits' Insurance Alliance of California, Inc INSURER B: Oak River Insurance Company INSURED 34630 East Bay Asian Youth Center INSURER C: 2025 E 12th St INSURER D : Oakland, CA 94606 INSURER E INSURER F: **REVISION NUMBER:** COVERAGES CERTIFICATE NUMBER: THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. POLICY EFF POLICY EXP ADDL SUBR TYPE OF INSURANCE POLICY NUMBER LIMITS LTR 1,000,000 A X COMMERCIAL GENERAL LIABILITY EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurre 500,000 CLAIMS-MADE X OCCUR 201855188 -06/01/2018 | 06/01/2019 X 20,000 MED EXP (Any one person) 1,000,000 PERSONAL & ADV INJURY 2,000,000 GEN'L AGGREGATE LIMIT AP<u>PLIE</u>S PER: GENERAL AGGREGATE 2,000,000 ] PRO-X POLICY PRODUCTS - COMP/OP AGG S
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Oakland United School District, City of Oakland, its Council members, directors, officers, agents, employees and volunteers are Additional Insured with regard to General Liability when required by written contract, per the attached endorsement CG2026 04/13. CANCELLATION CERTIFICATE HOLDER SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. Oakland United School District Attn: Risk Management 1000 Broadway, Suite 440

ACORD 25 (2016/03)

Oakland, CA 94607

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AUTHORIZED REPRESENTATIVE

#### EASTBAY-11

**EBRITO** 

#### CERTIFICATE OF LIABILITY INSURANCE

TO SECURITION OF THE PROPERTY OF THE PROPERTY

DATE (MM/DD/YYYY) 05/03/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS

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ACORD 25 (2016/03)

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POLICY NUMBER: 2018-55188

Named Insured: East Bay Asian Youth Center

COMMERCIAL GENERAL LIABILITY

CG 20 26 04 13

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 that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.

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 or the acts or omissions of those acting on your behalf:
  - In the performance of your ongoing operations; or
  - In connection with your premises owned by or rented to you.

#### However:

- The insurance afforded to such additional insured only applies to the extent permitted by law; and
- 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 respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

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

- 1. Required by the contract or agreement; or
- 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**



#### East Bay Asian Youth Center

#### Statement of Qualification

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

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

As set forth in Paragraph 11.4 of the Memor	randum of Understanding between AGENCY and Oakland
Unified School District ("OUSD"), this Agree	ment ("Agreement") allows for the employment of the
EMPLOYEE,	, for distinct and separate employment roles with OUSD and
with AGENCY. These two employment pos	itions 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.	5 · · · · · · · · · · · · · · · · · · ·

- 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.
- 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. <u>Control & Supervision AGENCY Employment.</u> 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. <u>Workers Compensation Liability Insurance.</u> 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. <u>Wages.</u> 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. <u>Termination.</u> 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. <u>Litigation.</u> 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. <u>Integration/Entire Agreement of Parties</u>: 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. <u>Counterparts.</u> 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. <u>Signature Authority.</u> 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.

0	President, Board of Education Superintendent or Designee	
	GENCY	
E	MPLOYEE	

OAKLAND UNIFIED SCHOOL DISTRICT



April 16<sup>th</sup> 2018

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

Dear Ms. Pena,

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

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

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

Sincerely,

Gianna Tran, MSW

Deputy Executive Director East Bay Asian Youth Center

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

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

No Search Results



# MEMORANDUM OF UNDERSTANDING ROUTING FORM 2018-2019

#### Basic Directions

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

Agency Information

Agency's

Title

Contact Person

David Kakishiba

Executive Director

- 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.

2025 East 12th Street

East Bay Asian Youth Center

5. Within 2 weeks of creating the requisition, the OUSD Administrator submits completed MOU packet to Legal for approval.

City	Oakland			Telephone 510-533-1092			<del>3</del> 2			
State			94606	Email		junji@ebayc.org				
		V012162								
Attachments	■Statemer ■Program	nt of qualificatio Planning Tool :	ns and Budget	pensation insuran		List. (www.s	sam.gc	ov/portal/pu	ublic/Sam/)	
	Co	mpensation	and Terms - M	ust be within OU.	SD Billing	g Guidelinie	s			
Anticipated Start Date	August 1, 2018		work will end	July 31, 2019	Total C	otal Contract Amount		\$ 204,370.00		
			Budget	Information	N44					
Resource #	Resource Name		Org Key#		Obje Cod		Amount		Req. #	
4124 21st Century		Core			582	<b>5825</b> \$ 204,370.00		,		
					582	5 \$				
					582	5 \$				
					582	5 \$				
			OUSD Contract (	Originator Informa	ition	" "				
Name of OUSD Contact		Darrell Ross		Email		darrell.ross @			@ousd.org	
Telephone		510-874-3600		Fax	510-874	874-3661				
Site/Dept. Name		310/Dewey Academy		Enrollment Gra	ades 9			through	12	
				(in order of appro						
Services cannot be proservices were not pro	rovided before the vided before a PC	e MOU is fully ap D was issued.	proved and a Purch	ase Order is issued.	Signing thi	s document a	ffirms th	nat to your ki	nowleage	
OUSD Adminis	strator verifies t	hat this vendor	does not appear	on the Excluded P	arties List	t (https://www	w.sam.	gov)		
Please sign under the appropriate column.			A	Approved		Denied – Reason Dat			Date	
Site Administrator			Dila	Delass					6/15/18	
2. Resource Manager			(AD)	CAD .					7-2-18	
3. Network Superintendent/Deputy Chief/Exec Dir.			×	×		<del>-</del>			1/13/18	
4. Cabinet (CAO, SBO, CFO)			×	20				-	7/13/18	
5. Board of Educati	on or Superinte	ndent								
Procurement Date Received										

Agency Name

Street Address