

Board Office Use: Legislative File Info.	
File ID Number	18-1454
Introduction Date	8/8/18
Enactment Number	18-1326
Enactment Date	8/8/18 If



# Memo

**To** Board of Education

**From** Kyla Johnson-Trammell, Superintendent

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

**Subject** Memorandum of Understanding - Bay Area Community Resources (contractor) - 138/Markham Elementary School (site/department)

**Action Requested** Approval by the Board of Education of the Memorandum of Understanding between the District and Bay Area Community Resources. Services to be primarily provided to 138/Markham Elementary School for the period of August 1, 2018 through July 31, 2019.

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

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

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

Approval by the Board of Education of a Memorandum of Understanding 2018-2019 between the District and Bay Area Community Resources, San Rafael, 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 Markham Elementary School's comprehensive After School Program, for the period of August 1, 2018 through July 31, 2019, in an amount not to exceed \$102,518.00.

**Recommendation** Approval by the Board of Education of a Memorandum of Understanding between the District and Bay Area Community Resources for the latter to provide Arts, Recreation, Leadership and Family Literary activities in its capacity as a Comprehensive After School Program Lead Agency at Markham Elementary School for the period August 1, 2018 through July 31, 2019.

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

**Attachments**

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



# OAKLAND UNIFIED SCHOOL DISTRICT

*Community Schools, Thriving Students*



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

**Legislative File ID No.** 18-1454

**Department:** After School Program, Markham Elementary School

**Vendor Name:** Bay Area Community Resources, San Rafael, CA

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

**Annual Cost:** \$ 102,518.00

**Approved by:** Martha Pena

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

**Why was this Vendor selected?**

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

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

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

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

If No, answer the following:

1) How did you determine the price is competitive?

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

2) Please check the competitive bid exception relied upon:

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

**After School Template for Elementary and Middle Schools  
Memorandum of Understanding 2018-2019  
Between Oakland Unified School District and  
Bay Area Community Resources**

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1. **Intent.** This Memorandum of Understanding ("MOU") establishes the Oakland Unified School District's ("OUSD") intent, contingent upon OUSD's receipt of California Department of Education and/or U.S. Department of Education after school grant funds, to contract with Bay Area Community Resources ("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 138/Markham Elementary School under the following grants:
  - After School Education and Safety Program ("ASESP")
  - California Department of Education ("CDE") 21<sup>st</sup> Century Community Learning Center (21<sup>st</sup> CCLC)
  - Oakland Fund for Children and Youth - This MOU will also outline services provided on OUSD school grounds through the Oakland Fund for Children and Youth ("OFCY") After-School Initiative funds that shall be utilized as matching funds to CDE ASESP and 21<sup>st</sup> CCLC funds.
  - Private grants
  
2. **Term of MOU.** The term of this MOU shall be August 1, 2018 through July 31, 2019. The term may be extended by written agreement of both parties.
  
3. **Termination by OUSD.** OUSD may at any time terminate this MOU for any or no reason upon not less than five (5) days written notice to AGENCY. OUSD shall compensate AGENCY for services satisfactorily provided through the date of termination. In addition, OUSD may terminate this MOU for cause should AGENCY fail to perform any part of this MOU. In the event of termination for cause, OUSD may secure the required services from another contractor. If OUSD's cost of procuring services from another contractor exceeds the cost of providing the services pursuant to this MOU, AGENCY shall pay the additional cost.
  - a) **No Premature Termination by AGENCY** AGENCY hereby certifies that it is willing and able to provide required services for the full term of the MOU. AGENCY will not be permitted to unilaterally terminate the MOU or cease providing required services prior to completing the full term unless OUSD approves any change and/or unless OUSD deems immediate removal of AGENCY is necessary for cause. In the event AGENCY ceases to provide required services prior to the end of the MOU term, or is terminated for cause, OUSD may secure the required services from another contractor. If OUSD's cost of procuring services from another contractor exceeds the cost of providing the services pursuant to this MOU, or OUSD is unable to secure required services from another contractor, AGENCY shall pay any additional cost. If OUSD suffers any loss of funding or other program consequences attributable to AGENCY's premature termination, AGENCY shall pay any additional cost in addition to any damages otherwise due under this MOU.
  - b) **Advance Notice by AGENCY for Coming School Year.** AGENCY must provide advance notice to Principal and OUSD After School Programs Office by the end of the first semester if AGENCY cannot continue providing after school lead agency services for the succeeding school year. This date allows the school site to have sufficient time to find a new lead agency partner, and enables OUSD to work to preserve after school grant funding (including OFCY city funding) for the school.
  
4. **Compensation. Contingent on OUSD receipt of** California Department of Education and/or U.S. Department of Education after school grant funds and subject to grant funding levels, the ASESP and 21<sup>st</sup> CCLC grant award amount for Bay Area Community Resources is \$ 102,518.00 . AGENCY shall be entitled to compensation from these funds in accordance with the following terms and conditions:

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

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

4.7. **Program Fees.** The intent of the ASESP and 21<sup>st</sup> CCLC programs is to establish local programs that offer academic assistance and enrichment for students in need of such services regardless of their ability to pay. Though it is not against the rules to charge fees for participation in programs, the CA Department of Education discourages it because it could exclude students in need from attending and taking advantage of the after school program. Fees should not create a barrier to participation in the after school program. After school services must be equally accessible to all students targeted for services regardless of their ability to pay. Programs that propose to charge fees may not prohibit any family from participating based on their inability to pay and must offer a sliding scale of fees and scholarships for those who could not otherwise afford to participate. Any income collected from fees must be used to fund program activities specified in the grant application. AGENCY shall do full accounting of fees collected, and documentation shall be kept for 5 years for auditing purposes. If AGENCY decides to charge fees, this decision shall be made collaboratively with the Site Administrator, and AGENCY shall work collaboratively with the Site Administrator and parent leaders to develop an appropriate program fee structure for the school community. AGENCY shall provide the OUSD After School Programs Office with written documentation of the program fee structure prior to charging any program fees, and shall provide OUSD with additional documentation upon request, to ensure grant compliance. 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 138/Markham Elementary School, will be responsible for operations and management of the ASESP, 21<sup>st</sup> CCLC, OFCY, and private grants contracted to AGENCY by OUSD for fiscal year 2018-2019. This shall include the following required activities:

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

5.1.1. **Alignment with Single Plan for Student Achievement (“Site Plan”).** AGENCY will ensure the after school program aligns with OUSD and 138/Markham Elementary School and objectives to ensure the success of students as articulated in the Site Plan. AGENCY will work in partnership with the school principal to ensure that the program components are aligned with and complement OUSD standards and school site curriculum.

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

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

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

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

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

5.3. **Enrollment.** AGENCY will enroll 1st through 5th grade students at 138/Markham Elementary School, to serve sufficient number of students and run services for a sufficient number of days to earn the full core grant allocation of funding.

#### 5.4. Program Requirements

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

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

5.4.3. **Program Components.** AGENCY agrees to provide programming that supports the guidelines as outlined in the ASEP and 21<sup>st</sup> CCLC grants for students at 138/Markham Elementary School. AGENCY acknowledges and agrees to provide programming consistent with grant guidelines understanding that:

- **Educational and Literacy.** An educational and literacy element that must provide tutoring and/or homework assistance designed to help students meet state standards in one or more of the following core academic subjects: reading/language arts, mathematics, history and social studies, or science. A broad range of activities may be implemented based on local student needs and interests.
- **Enrichment.** The enrichment element must offer an array of additional services, programs and activities that reinforce and complement the school's academic program. Enrichment may include but is not limited to arts, youth development, leadership, recreation, sports, music, career awareness, college interest, service learning and other youth development activities based upon student needs and interests. All programs must offer both enrichment and recreation/physical fitness activities as core components of the after school program, and summer program if summer program is provided.
- **Family Literacy Services.** In all programs receiving 21<sup>st</sup> CCLC grant funds, AGENCY shall assess the need for family literacy services among adult family members of the students to be served by the program. All programs will, at a minimum, either refer families to existing services or coordinate with local service providers to deliver literacy and educational development services.
- **Equitable Access Programming.** AGENCY shall include a component for students at 138/Markham Elementary School to support full access to program components.
- **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.

- **Middle School Sports League Activities.**

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

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

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

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

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

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

5.4.3.1.5. Provide annual training to AGENCY.

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

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

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

5.4.3.2.3. Ensure meal count is accurate;

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

5.4.3.2.5. Return leftovers to cafeteria;

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

5.4.3.2.7. Ensure that meals are not removed from campus

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

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

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

5.4.3.3.2. Snacks are ordered and not picked up

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

5.4.3.4.1. Snack: \$1.00

5.4.3.4.2. Supper: \$3.50

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

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

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

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

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

5.5.2. **Attendance Reports.** AGENCY will provide OUSD with attendance reports using the OUSD/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 maintaining clean, safe, and secure program environments for staff and students in conjunction with OUSD guidelines. AGENCY, as they view necessary, will initiate and establish additional cleanliness, safety, supervision, training and security policies and protocols sufficient to ensure staff, student and family member safety.

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

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

5.7.1. AGENCY will train staff and agents in required Incident and Injury Reporting and Crisis Response Protocols. All accidents or injuries to after school program participants, visitors or staff must be reported via email to [ousdincidents@ccmsi.com](mailto:ousdincidents@ccmsi.com) by AGENCY staff within one business day of occurrence. OUSD will secure at its own expense limited OUSD student accident insurance

coverage to assist in payment of eligible student medical expenses incurred by parent/guardians due to OUSD student accidents during the after school program. This coverage will be secondary to any primary medical insurance for which student participants are eligible. After School Program staff will immediately refer parent/guardians seeking payment of medical expenses under student accident coverage to OUSD's designated accident insurance representative.

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

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

- Administration, faculty, and staff of 138/Markham Elementary School
- OUSD After School Programs Office
- OUSD central administration departments
- Parents/Guardians
- Youth
- Community organizations and public agencies

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

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

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

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

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

6.1.1. a full description of the trip and scheduled activities

6.1.2. student/adult participant health information

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

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

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

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

6.9. Vendor is licensed to provide all proposed activities.

6.10. All after school program student participants on field trips, off site events or activities must be covered by medical or accident insurance. (See Incident and Injury Reporting and Accident Insurance above.)

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

**6.11.1. Definition of High Risk Activities**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## 8. Invoicing



- 8.1. **Billing Structure.** AGENCY shall only invoice for actual expenditures incurred. Supporting documentation must be presented along with monthly invoices upon request. Billing details must be provided upon request to OUSD to ensure compliance with related sub recipient and grant guidelines.
- 8.2. **Unallowable Expenses.** AGENCY may not purchase computers or capital equipment using ASES, 21<sup>st</sup> Century Core Grant, 21<sup>st</sup> Century Direct Access, or 21<sup>st</sup> Century Family Literacy funds.
- 8.3. **Invoice Requirements.** AGENCY will submit invoices with evidence of the following staff qualifications for each AGENCY employee and AGENCY agent, including employees of subcontracting agencies and volunteers: TB Clearance, current CA Department of Justice and FBI fingerprint clearance, and Instructional Aide requirement. AGENCY will utilize the required OUSD invoicing and staff qualifications form (**Exhibit F**) for regular invoice submission.
- 8.4. **Submission of Invoices.** AGENCY must submit invoices to OUSD on a timely and regular basis for services rendered. OUSD will not accept invoices submitted more than thirty days beyond the end of each fiscal quarter. No invoices will be accepted more than 30 days past the end of June 30 of the contractual fiscal year. AGENCY must also submit invoices according to specific invoicing deadlines as outlined by OUSD to ensure timely processing. (**Exhibit G**)
- 8.5. **Submission of Invoices for ASESP and 21<sup>st</sup> Century Grants.** For services rendered related to the ASESP and 21<sup>st</sup> CCLC grants, OUSD shall pay AGENCY, on a monthly basis, for appropriately documented expenses related to the ASESP and 21<sup>st</sup> CCLC grants, with a cumulative total for 2018-2019 not to exceed \$102,518.00 in accordance with the attached Exhibits to this Memorandum. Invoices for payment of services shall be submitted by the 10<sup>th</sup> of each month to the OUSD After School Programs Office, utilizing the required OUSD invoicing and staff qualifications form (**Exhibit F**). OUSD will strive to adhere to second Accounts Payable check run per the published schedule of monthly payments if invoices are submitted in accordance with the deadlines and requirements set forth in this section and the accompanying Exhibits.
9. **Ownership of Documents.** AGENCY agrees that, pursuant to California law, it shall maintain program and fiscal documentation for the ASESP and 21<sup>st</sup> CCLC programs for a minimum of five years. All documents created by AGENCY pursuant to this MOU, including but not limited to reports, designs, schedules, registration packets, early release waivers, and other materials prepared, or in the process of being prepared, for the services to be performed by AGENCY, are and shall be at the time of creation and thereafter the property of OUSD, with all intellectual property rights therein vested in OUSD at the time of creation. OUSD shall be entitled to access to and copies of these materials during the progress of the work. Any such materials in the hands of AGENCY or in the hands of any subcontractor upon completion or termination of the work shall be immediately delivered to OUSD. If any materials are lost, damaged or destroyed before final delivery to OUSD, AGENCY shall replace them at its own expense and AGENCY hereby assumes all risks of loss, damage or destruction of or to such materials. AGENCY may retain a copy of all materials produced under this MOU for its use in its general business activities.
10. **Changes**
  - 10.1. **Agency Changes.** AGENCY may, at any time, by written order, make changes consistent with Section 5 Scope of Work of this MOU. If such changes cause an increase or decrease in the budgeted cost of or the time required for performance of the agreed upon work, an equitable adjustment as mutually agreed shall be made in the limit on compensation as set forth in Section 4 or in the time of required performance as set forth in Section 5.4, or both. In the event that AGENCY encounters any unanticipated conditions or contingencies that may affect the scope of work or services and result in an adjustment in the amount of compensation specified herein, AGENCY shall so advise OUSD immediately upon notice of such condition or contingency. The written notice shall explain the circumstances giving rise to the unforeseen condition or contingency and shall set forth the proposed adjustment in compensation. Such notice shall be given to OUSD prior to the time that AGENCY performs work or services related to the proposed adjustment in compensation. Any and all pertinent changes shall be expressed in a written amendment to this MOU and signed by OUSD prior to AGENCY's implementation of such changes.



10.2. **Changing Legislation.** AGENCY understands that changes in Federal, or state legislation or District policy may impact funding levels, grant requirements, and responsibilities of AGENCY during an academic school year. This MOU may be amended during the 2018-2019 fiscal year to reflect additional changes resulting from such legislation.

## 11. Conduct of Consultant

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

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

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

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

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

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

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

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

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

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

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

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

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

**OAKLAND UNIFIED SCHOOL DISTRICT**

Amira Eng 8/9/18  
\_\_\_\_\_  
 President, Board of Education Date  
 State Administrator  
 Superintendent

**AGENCY**  
[Signature] 8/12/18  
\_\_\_\_\_  
Agency Director Signature Date  
Marni Weinstein, CEO  
\_\_\_\_\_  
Print Name, Title

*[Signature]*

8/9/18

Secretary,  
Board of Education

Date

*[Signature]*

4/28/18

Executive Director  
Community Schools and Student Services Dept.

Date

*[Signature]*

Date

Principal

*[Signature]*

4/16/18

Network Superintendent

Date

*[Signature]*

7/16/18

Chief Academic Officer  
Continuous School Improvement

Date

**Attachments:**

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

MOU template approved by Legal April, 2018

Exhibit A

Attendance Reporting Schedule

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



# 2018-19 AFTER SCHOOL BUDGET PLANNING SPREADSHEET

ELEMENTARY & MIDDLE SCHOOLS 02-2018

Site Name:	Markham Elementary		ASES		OFCY Match Funds	Program Fees (if applicable)	Other School Site Funds	Other Lead Agency Funds
Site #:	138		Resource #11 - Program #33					
Average # of students to be served daily (ADA)	83	%	Lead Agency		Lead Agency		Lead Agency	
TOTAL GRANT AWARD			122,850.00		92,000.00		0.00	0.00
<b>CENTRAL COSTS: INDIRECT ADMIN EVAL PD, CUSTODIAL SUPPLIES</b>								
OUUSD Indirect (5%)			5,850.00					
OUUSD ASPO admin, evaluation, and training/technical assistance costs			7,654.21					
Custodial Staffing and Supplies at 3.5%			3,827.10					
<b>TOTAL SITE ALLOCATION</b>			<b>105,518.69</b>					
<b>CERTIFICATED PERSONNEL</b>								
1120	Quality Support Coach/Academic Liaison (REQUIRED)		2,500.00				0.00	
1120	Certificated Teacher Extended Contracts- math or ELA academic intervention (required for MS)		0.00				0.00	
1120	Certificated Teacher Extended Contracts- ELL supports		0.00					
1120	Certificated Teacher Extended Contracts- math or ELA academic intervention (recommended for MS)		0.00				0.00	
	<b>Total certificated</b>		<b>2,500.00</b>				<b>0.00</b>	
<b>CLASSIFIED PERSONNEL</b>								
2205	Site Coordinator (list here, if district employee)		0.00	0.00			0.00	0.00
2220	SSO (optional)		0.00	0.00			0.00	
			0.00	0.00				
			0.00	0.00				
	<b>Total classified</b>		<b>0.00</b>	<b>0.00</b>			<b>0.00</b>	<b>0.00</b>
<b>BENEFITS</b>								
3000's	Employee Benefits for Certificated Teachers on Extended Contract (benefits at 20%)		500.00					
3000's	Employee Benefits for Classified Staff on Extra Time/Overtime (benefits at 22%)		0.00					
3000's	Employee Benefits for Salaried Employees (benefits at 42%)		0.00					
3000's	Lead Agency benefits (rate: 25%)			0.00				
	<b>Total benefits</b>		<b>500.00</b>	<b>0.00</b>			<b>0.00</b>	<b>0.00</b>
<b>BOOKS AND SUPPLIES</b>								
4310	Supplies (OUUSD only, except for Summer Supplemental)		0.00		3,380.00		0.00	0.00
4310	Curriculum (OUUSD only)		0.00		0.00		0.00	0.00
5829	Field Trips		0.00		250.00		0.00	0.00
4420	Equipment (OUUSD only)		0.00		0.00		0.00	0.00
	Bus tickets for students		0.00		0.00			
	District professional development on district PD days (Bridging the Bay conference, Youth Work Methods trainings)		0.00		500.00			
	Mileage		0.00		260.00			
	Telephone		0.00		1,200.00			
	Summer Institute		0.00		0.00			
	<b>Total books and supplies</b>		<b>0.00</b>	<b>0.00</b>	<b>5,590.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>CONTRACTED SERVICES</b>								
5825	BACR Program Coordinator, Timothy Killings: \$45,760 total salary (only 10 months from ASES; 2 months OFCY)+\$11,440 (25% Fringe) = \$57,200			38,870.00	18,330.00			
5825	BACR Program Assistant, Jacqueline Luangrath: \$16.50/hr x 30hrs x 37wks=\$18,315+ \$4,579 (25% fringe)=\$22,894			8,894.00	14,000.00			

	Academic/Enricment Instructor: Jazm In Espinoza, \$16.50/hr x 22hrs/wk x 37wks=\$13,431+ \$3,358 (25% fringe)=\$16,789			10,980.00	5,809.00			
5825	Academic/Enricment Instructor: Rasheida Bryant, \$15.50/hr x 22hrs/wk x 37wks=\$12,617+ \$3,154 (25% fringe)=\$15,771			5,659.00	10,112.00			
5825	Academic/Enricment Instructor: Gerardo Martinez, \$15.50/hr x 22hrs/wk x 37wks=\$12,617+ \$3,154 (25% fringe)=\$15,771			15,771.00	0.00			
5825	Academic/Gardening Instructor: Claudia Valdez, \$15.50/hr x 22hrs/wk x 37wks=\$12,617+ \$3,154 (25% fringe)=\$15,771			4,451.00	11,320.00			
	Academic/Enricment Instructor: TBD, \$15.50/hr x 15hrs/wk x 25wks=\$5,813+ \$1,453 (25% fringe)=\$7,266			7,266.00	0.00			
5825	Subcontractor: ReEvolution Farms- (Performing Arts): \$5,000			2,850.00	2,150.00			
5825	Subcontractor: Destiny Arts- (Performing Arts): \$6,000			3,850.00	2,150.00			
5825	Family Liaison (recommended for 21st Century sites)			0.00	0.00			
	Additional hours for direct service and minimum days			466.49	0.00			
5825	Staff time to participate in Continuous Quality Improvement trainings and meetings (required)			200.00	0.00			
5825	BACR Program Manager, Ana Martinez BACR (Professional Development, Training, Coaching, Staff Observations, general feedback for program quality): \$10,200.00 +25% Fringe \$2,550.00 Total =\$12,750.00			0.00	12,750.00			
5825	After School Support Staff - Shayna Shapiro - \$800 + \$200 (25% Fringe) = \$1,000			328.00	672.00			
	<b>Total services</b>			<b>0.00</b>	<b>99,585.49</b>	<b>77,283.00</b>	<b>0.00</b>	<b>0.00</b>
<b>IN-KIND DIRECT SERVICES</b>								
	BACR East Bay Director						0.00	2,500.00
	BACR Support Staff						0.00	1,000.00
	BACR Administrative Assistant							1,800.00
	Trainings (CPS, Classroom Management, Lesson Planning, BACR In-House trainings)							1,200.00
	Volunteer Time							0.00
	<b>Total value of in-kind direct services</b>						<b>0.00</b>	<b>6,300.00</b>
<b>LEAD AGENCY ADMINISTRATIVE COSTS</b>								
	Lead Agency admin (4% max of total contracted \$)			2,933.20	9,117.00			0.00
<b>SUBTOTALS</b>								
	Subtotals DIRECT SERVICE	85.00	4,837.01	99,585.49	###	82,883.00	0.00	0.00
	Subtotals Admin/Indirect	15.00	15,494.30	2,933.20	###	9,117.00	0.00	0.00
<b>TOTALS</b>								
	Total budgeted per column		20,331.31	102,518.69		92,000.00	0.00	0.00
	Total BUDGETED	#####	122,850.00	###	92,000.00	0.00	0.00	6,300.00
	<b>BALANCE remaining to allocate</b>		<b>0.00</b>		<b>0.00</b>			
	<b>TOTAL GRANT AWARD ALLOCATION TO SITE</b>		<b>122,850.00</b>		<b>92,000.00</b>			

**ASES MATCH REQUIREMENT:**

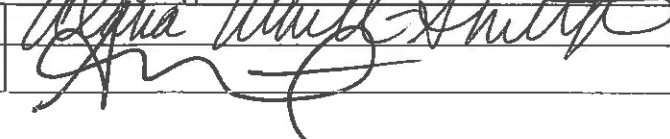
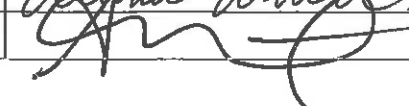
ASES requires a 3:1 match for every grant award dollar awarded

Total Match amount required for this grant:	40,950.00
Facilities count toward 25% of this match requirement:	10,237.50
Remaining match amount required:	30,712.50

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

Total Match amount left to meet: #REF!

**Required Signatures for Budget Approval:**

Principal:		Date:	4/17/18
Lead Agency:		Date:	4/17/18



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

School Site Markham Elementary	
Lead Agency Bay Area Community Resources	Date 03/23/2018
Name of After School Program Amorawa	After School Site Coordinator Name (if known at this time): Timothy Killings
Principal Signature <i>Alana Whitt-Smith</i>	Lead Agency Signature <i>[Signature]</i>

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

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

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

90 Projected daily attendance for 2018-19 school year program

Program Operations for the 2018-19 school year

08 / 13 / 18	05 / 30 / 19
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List the three days (if any) your program plans to close this year for PD. The program must be open every other day of the school year.

11 / 16 / 18	12 / 21 / 18	03 / 22 / 18
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## SECTION I: 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

50

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


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

Funding will be budgeted through ASES and OFCY to fully implement program on minimum days.

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

OFCY

### Enrollment Process & Timeline

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

Important dates to include in your timeline:

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

## SECTION 2: PROGRAM DESIGN & PRIORITIES

List **2-3 program goals** for students:

(342 Characters)

All students will receive academic support by having independent reading time, math skill building instruction, and homework support.

All students will learn, establish and maintain a positive social interaction through the exposure of dance, art and healthy foods.

### Targeted Populations to Be Served

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

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

Describe who your program will serve.	Specify how students are selected.	Identify recruitment strategies.
Target Population(s)	Specific Data to Inform Selection of Program Participants	Targeted Recruitment Strategies
Homeless youth	Parent and school faculty identified	Program Coordinator communication with the Principal and COST Lead. In addition to school Faculty and or teachers.
Foster youth	Parent and school faculty identified	Promotional fliers and announcements sent home. Applications available in the main office. Additional contact from School Faculty and or Principal or teachers.
Newcomers INCLUDES REFUGEES/ASYLEES/ UNACCOMPANIED IMMIGRANT YOUTH (UIY)	Parent and school faculty identified	Additional contact from School Faculty and or Principal or teachers.
Other:		

### Modifications For High Need Transitional Students

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

Markham's Amorawa's after school program will make every effort that is within the staff to student ratio to accommodate and welcome all new students mid-year to the program. Working closely with the principal and Quality Support Coach, will help ensure that efforts are coordinated to ensure a positive transition into our program.

## SECTION 2: PROGRAM DESIGN & PRIORITIES

### Addressing Needs of Underserved/Vulnerable Populations

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

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

Amorawa's after school program will support African American school engagement, social and emotional well being, and academic success by continuing culturally relevant enrichments and lessons such as African Drumming and Dance Class, Destiny Arts Hip Hop Class, Chess, and Social Justice lessons.

## SECTION 3: ALIGNMENT WITH DISTRICT & SCHOOL PRIORITIES

### OUSD Strategic Targets

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

**Grade Level Reading:** By 2020, the percentage of 3rd grade students who are reading on grade level will increase to 85 percent.

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

District Strategic Target	Describe the ASP activities that will support this district strategic target (444 Characters)	Target Population (192 Characters)	Measurable Outcomes (300 Characters)
<p><b>By 2020, 85% of 3rd graders will be reading on grade level.</b></p>	<p>Literacy Class Time-Leveled Library: All students will have opportunity to read during program at their grade level for 20 minutes a day.</p>	<p>All students enrollment</p>	<p>For all students to be at or above grade level.</p>
	<p>Academic Hour and Homework Support</p>	<p>All Students</p>	<p>Students will understand their homework and the majority of the program participants will complete most of their homework on a daily basis.</p>

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

### Social and Emotional Learning (SEL)

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

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

Intentional Skill Development for students

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

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

(320 Characters)

Using the BIC (Building Intentional Communities) - the curriculum will help establish connections in order to create a safe and fun community. Students will learn critical social competencies necessary for academic and life success such as resiliency, self-management, and responsible decision-making skills through the daily practice of core values.

### Coordination to Support the Whole Child

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

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

- |   |  |
|---|--|
| <input checked="" type="checkbox"/> COST team (Coordination of Services Team) | <input checked="" type="checkbox"/> School Culture/Climate Committee |
| <input type="checkbox"/> SST (Student Study Team)                             | <input type="checkbox"/> School Safety Committee                     |
| <input type="checkbox"/> SSC (School Site Council)                            | <input type="checkbox"/> Other                                       |
| <input type="checkbox"/> ILT (Instructional Leadership Team)                  | Specify:   |
| <input type="checkbox"/> PTA  |  |
| <input checked="" type="checkbox"/> Attendance Team/Workgroup                 |  |
| <input type="checkbox"/> SPSA Site Planning team                              |  |

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

(320 Characters)

Amorawa will partner with the school principal, classroom teachers, Quality Support Coach, Special Teacher on Assignment, and parents.

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

(320 Characters)

Program coordinator will meet bi-weekly and as needed with Principal Mrs. Whitt-Smith. Our program staff will assist day time teachers once a week during the day. Program Coordinator will plan staff training along with the Quality Support Coach in order to aligns with daytime curriculum and classroom management. Monthly news letters will be sent to parents which will highlight program activities, plan family friendly events, and seek parents for volunteer opportunities.

## 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)
English Language Arts	If teachers develop a deep understanding of common core standards, rigorous reading and writing instruction, and differentiated instruction, with consistent coaching support and feedback, then there will be an increase in the number of proficient students on ELA formative and summative assessments.	Amorawa will have an English Language Arts enrichment class every Tuesday. We will work with our Quality Support Coach to develop ELA lesson plans that align with daytime instruction and helps differentiate instruction for all students in ASP.
Mathematics	If teachers develop a deep understanding of the mathematical practices, CCMS, differentiated instruction and academic discussion, then students will develop prerequisite skills that will lead to conceptual understanding of Common Core Math Standards and increase the number proficient students on formative and summative assessments.	Amorawa will have a Mathematics Enrichment class every Thursday. We will work with our Quality Support Coach to develop lesson plans that align with daytime curriculum and Common Core Mathematical Standards.
School Culture and Climate	If staff and teachers are provided Professional Development on school wide PBIS expectations, implement a curriculum that explicitly teaches the SEL competencies...then all students will demonstrate safe, respectful and responsible behavior, students and families will feel a deeper connection to school and chronic attendance and suspension rates will decrease.	Amorawa's coordinator and assistant coordinator will sit on the PBIS team and implement school wide PBIS expectations in the after school program.
Family & Student Engagement	If staff and teachers are provided Professional Development on school wide PBIS expectations (and)... provide ongoing family engagement opportunities, then all students will demonstrate safe, respectful and responsible behavior, students and families will feel a deeper connection to school and chronic attendance and suspension rates will decrease.	Amorawa staff will participate in and help promote school family events such as Lights On and Science Night. Our after school program will also organize family friendly events such as enrichment showcases and movie/bingo night. We will invite students, teachers, and staff to participate.
Attendance	As a result of home visits, using the SART and SARB protocols with fidelity, and continued implementation of attendance incentives, Markham will decrease the percentage of moderate chronic absenteeism from 14.8% to 12.5% by the end of the year as measured by attendance tracker data.	Amorawa will implement monthly attendance incentives to the class with the best attendance record to encourage all youth to reduce chronic absences. The Coordinator will partner with the Attendance Clerk to retrieve daily attendance that will be used to identify ASP students who are at risk of becoming chronically absent.

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 program can offer a range of academic supports including:

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

	List of program (96 Characters) (FREQUENCY: HRS/WK)	SPSA/QAP goal(s) or school need supported by activity	Target population	Measurable Outcomes
<b>Homework Support</b>	The after school program will have daily homework support. 1 hour/34wks	Students will develop prerequisite skills that will lead to conceptual understanding of Common Core Math Standards, ELA skills, and an increase of proficient students on formative and summative	All Students Enrolled	After school program students are present for homework support will have all or most of their homework completed before leaving the program for the day.
<b>Literacy Instruction</b> (1 HOUR PER WEEK FOR STUDENTS IN GRADES K-5)	Amorawa will have an English Language Arts enrichment class every Tuesday for one hour for 34 weeks.	Increase the number of proficient students on ELA formative and summative assessments.	All Students Enrolled	Students' ELA skill level and competency will increase. Students will be proficient on formative and summative assessments and scores will increase.
<b>Math Instruction</b> (1 HOUR PER WEEK FOR STUDENTS IN GRADES K-5)	Amorawa will have a Mathematics Enrichment class every Thursday for one hour for 34 weeks.	Students will develop prerequisite skills that will lead to conceptual understanding of Common Core Math Standards and increase the number proficient students on formative and summative assessments.	All Students Enrolled	Students' Common Core skill level will increase. Students will be proficient on formative and summative Math assessments and scores will increase.
<b>Other:</b>				

### Quality Support Coach

Describe your **plans to utilize the Quality Support Coach** to support alignment with the school day.(920 Char.)  
The After School Program at Markham will utilize its Quality Support Coach, Ms. Batiste, by providing training to the after school instructors on quality lesson plans that expand on what students are learning in the regular school day, as well as classroom management skills and other trainings as needed. Also our Quality Support Coach will ensure that our program is aligned with school day activities, such as PBIS and Markham Pride Values.

## 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 Program/ Activity & Frequency (hrs/week) (210 Characters)	Single Plan for Student Achievement (SPSA)/Quality Action Plan (QAP) goal(s) or school need supported by activity	Target Population	Targeted Skills (check)							Identified By (check)				
			Academic skill dev.	Arts learning	College/Career Readiness	Health & Wellness	Social/Emotional Learning	STEM/Technology	Youth Leadership	Parents	Students	QAP	School	Other:
<b>CLUBS</b> Girls Club (3rd, 4th, 5th grade girls) Boys Club (3rd, 4th, 5th grade boys) Kids Club (1st and 2nd grade) 1 Hour per Week/36 weeks	Will support school day in creating a positive school climate, help students develop their abilities to solve conflicts, take on leadership responsibilities and reflect on many issues students face.	All students		↓	↓	↓	↓		↓		↓			
Chess- Students will receive lessons on how to play chess once a week. Students will learn moves and concepts and play each other in chess matches. 1 hr per week/ 36 weeks	By playing chess students will increase there problem solving and creativity skills.	5th Grade	↓		↓	↓	↓		↓		↓			
Pen Pal Program- Students from Markham will write letters to students at Bridges Academy, who are in there grade level. 1 hr. per week/ 36 weeks	By participating in the Pen Pal program, students will practice and improve writing skills. Students will also build relationships with other students: Some who they will attend middle school with.	3rd and 4th Grade	↓		↓	↓					↓		↓	
African Drumming-Students will learn rhythms, dance, and drum patterns from West Africa. 2 hr. per week/ 36 weeks	By participating in drumming students will learn how to work together as a group. Also drumming has been proving to reduce anxiety, depression and social resilience.	4th and 5th Grade		↓	↓	↓			↓	↓	↓		↓	



## SECTION 4: PROGRAM COMPONENTS, continued

### Enrichment, continued

Description of Program/ Activity & Frequency (hrs/week) (210 Characters)	Single Plan for Student Achievement (SPSA)/Quality Action Plan (QAP) goal(s) or school need supported by activity	Target Population	Targeted Skills (check)							Identified By (check)				
			Academic skill dev.	Arts learning	College/Career Readiness	Health & Wellness	Social/Emotional Learning	STEM/Technology	Youth Leadership	Parents	Students	QAP	School	Other:
Hip Hop Dance- Students will learn the history of hip hop dance. Students will also learn contemporary dance moves and routines. 2 hrs per week/ 36 weeks	Hip Hop Dance will provide tools for confidence, leadership, collaboration, creative problem-solving, and self-expression	2nd & 3rd Grade		↓		↓	↓		↓	↓	↓		↓	
Gardening- Students will learn about sustainable living/eating and fertilization and basic garden upkeep. They will develop a sense of community, pride and appreciation for their work. 1 hr per week/ 36 weeks	These activities support school day in creating a positive school climate, help students develop an understanding of their current food system, take on leadership responsibilities.	3rd Grade			↓	↓	↓		↓	↓	↓		↓	
Art- Students in this class will participate in art-based activities that teach the fundamentals of arts and crafts including painting, drawing, and basic art skills as appropriate per grade. 1 hr. per week/ 36 weeks	Will reinforce themes and lessons that are covered in other classes. Often students work in groups, make presentations of their work and focus on reflection and mindfulness of their work.	1st Grade		↓	↓		↓	↓		↓	↓		↓	
NBA Math Hoops-Students in this class will learn fundamental math skills through direct engagement with the real statistics of their favorite NBA and WNBA players. 1 hr. per week/ 36 weeks	The curriculum is tied to students' basic math skills and understanding of statistics, in addition to their interpersonal skills, driving them to collaborate more effectively with their peers.	4th Grade		↓		↓	↓	↓	↓	↓	↓	↓	↓	↓

## SECTION 4: PROGRAM COMPONENTS, continued

### Physical Activity/Recreation

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

Description of Program/ Activity & Frequency (hrs/week) (140 Characters)	SPSA/QAP goal(s) or school need supported by activity	Target Population	Identified By (check)				
			Parents	Students	QAP	School	Other:
Physical Fitness/Sports After school students will exercise for 15 minutes every day at the beginning of program for 34 weeks.	These activities support school day in creating a positive school climate, help students develop their abilities to solve conflicts, take on leadership responsibilities and stay healthy.	All students	✓	✓		✓	
Teambuilding/Recess: Staff will lead students in developing organized sports teams during recess 4 hours a month.	These activities support school day in creating a positive school climate, help students develop their abilities to solve conflicts, take on leadership responsibilities and stay healthy.	All Students	✓	✓		✓	

### Culture & Climate

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

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

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

What practices does your program have to **support culture and climate**? **How will you align** these practices with school day efforts? (1,900 Characters)

Our after school program practices will be closely aligned with school's culture and climate. We will make sure that our students model Markham's Pride Values at all times. (In the hallways, in the cafeteria, on the playground, and in the classrooms) Our staff will be train and familiar with PBIS team and the COST Team. We will also work closely with our Quality Support Coach to incorporate any positive Culture and Climate incentives or practices in the After School Program. The behavioral expectations during the school day will be the same expectations in the After School program. We will hold our students to the highest standard.

## 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 21<sup>st</sup> Century after school programs. Family literacy services support the educational goals of adult family members, connect them to resources and services in the community, and increase their ability to support their student's learning and development.

Type of Activity and Frequency (340 Characters)	SPSA/QAP goal(s) or school need supported by activity	Describe how this activity is connected to student achievement	Measurable Outcome	Alignment with school day family engagement / efforts or resources
Small Events/ Open Houses  2-3 times during school year.	Parent engagement and positive school climate will be supported through these efforts.	Parents/families will attend open houses and orientation nights in order to learn more about the structure, policies, procedures and general information about the after school program. This is also an opportunity for questions to be answered about the student's progress in their after school work.	At least 30 parents will attend every small event such as open houses and orientations. This will be measured through sign-in sheets.	Monthly meetings with principal, outreach coordinator and other stakeholders.
Large Events / Showcases  3x during school year	Parent engagement and positive school climate will be supported through these efforts.	Parents/families will attend showcases and celebrations where their students will perform and/or present what they have learned. Parents will understand more about what their student is learning in after school. Celebrations may also include a service/ volunteer project for parents as well.	At least 50 parents will attend every large even/ showcase. This will be measured through sign-in sheets.	Monthly meetings with principal, outreach coordinator and other stakeholders

## SECTION 5: CONTINUOUS QUALITY IMPROVEMENT PROCESS

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

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

What areas did your program identify as **strengths**?

(735 Characters)

1. One area that we identified as a strength was encouragement and active engagement with the students. Our students are connected and talk about After School activities and our staff uses non-evaluative language and open ended questions.
2. Another area that we identified as a strength is Managing Feelings. Our staff acknowledges feelings, asks children to explain situations, and helps children respond appropriately.

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

(735 Characters)

1. All after school program staff will have lesson plans for all activities including enrichment, lessons will ensure that there is sufficient materials, kid friendly objectives and enough time allocated for each activity.
2. All enrichment activities include structured small groups with multiple reflection strategies.

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

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

## SECTION 6: PROGRAM SCHEDULE & MODEL

### Program Schedule

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

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

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

### Program Model

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

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


There will be no teacher on extended contract.

## SECTION 7: PROGRAM FEES

Will your after school program **charge program fees** for the 2018–19 school year?  Yes  No

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

Principal	Lead Agency	Assurances
		Our program <b>will not turn away</b> any eligible student from program participation due to inability to pay program fees. We understand that California Education Code prohibits program fees from being a barrier to program participation.
		Our program will <b>communicate</b> in writing and verbally to parents/guardians that an eligible child will not be turned away from program participation due to inability to pay.
		Our program will <b>publicize the program fee structure</b> in written program materials for parents/guardians.
		Our program shall not charge a fee to a family for a child if the program knows that the child is a <b>homeless youth</b> , as defined by the federal McKinney-Vento Homeless Assistance Act (42 U.S.C. Sec. 1143a), or for a <b>child who the program knows is in foster care</b> .
		Our program will provide <b>receipts</b> to parents/guardians for each payment made.
		The lead agency 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.

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



PRINCIPAL SIGNATURE



LEAD AGENCY SIGNATURE

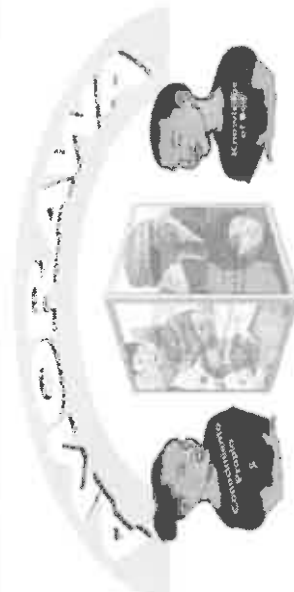
**AMORAWA 2018-2019 ENROLLMENT PROCESS AND TIMELINE:**

Summarize your enrollment timeline below. 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, June 7, 2018.

<b>Timeline</b>	<b>After School Enrollment Steps/Process</b>	<b>Individual(s) responsible</b>
<b>April-June 2018</b>	Spring enrollment for the 2018-19 school year. Will send out notice to current parents about orientation meeting. Will reach out to teachers for additional recommendations for prospective students.	Program Coordinator, Assistant Coordinator and Staff
<b>April-June 2018</b>	Families will be notified of 2018-19 after school enrollment before the last day of school, June 7, 2018.	Program Coordinator
<b>August 2018</b>	After school program will begin on the first day of school, with an enrollment at a minimum of 85% capacity.	Program Coordinator, Assistant Coordinator and Staff
<b>August - September 2018</b>	Open enrollment will begin for new families by distributing flyers regarding enrollment	Program Coordinator
<b>August - September 2018</b>	New school year enrollment of families for remaining program slots. Remaining program slots will be filled by September 30, 2018.	Program Coordinator, Assistant Coordinator
<b>January 2019</b>	Mid-year Family Orientation to notify families of any program changes and review attendance policies	Program Coordinator, Assistant Coordinator and Staff

# Amorawa ASP Schedule, Fall 18'-Spring 19' Markham Elementary

## Love-appreciate-transform-Liberate

Monday		Tuesday		Wednesday		Thursday		Friday	
Check-In/ Exercise 2:45-3:00PM	Supper 3:00-3:30PM	Check-In/ Exercise 2:45-3:00PM	Supper 3:00-3:30PM	Check-In/ Snack 1:10-1:40PM	FC Exercise 1:40-2PM	Check-In/Exercise 2:45-3:00PM	Supper 3:00-3:30PM	Check-In/ Exercise 2:45-3:00PM	Supper 3:00-3:30PM
Block 1: 3:30PM - 4:20PM	Block 1: 3:30PM - 4:20PM	Block 1: 3:30PM - 4:20PM	Block 1: 3:30PM - 4:20PM	Block 1, 2 - 3:00PM	Block 1: 3:30 - 4:20PM	Block 1: 3:30 - 4:20PM	Block 1: 3:30 - 4:20PM	Block 1: 3:30 - 4:20PM	Block 1: 3:30 - 4:20PM
<b>Club Day</b> Kids Club- 1 <sup>st</sup> & 2 <sup>nd</sup> Grade Girls Club- 3 <sup>rd</sup> , 4 <sup>th</sup> , 5 <sup>th</sup> Grade Boys Club- 3 <sup>rd</sup> , 4 <sup>th</sup> , 5 <sup>th</sup> Grade	ELA Lessons- 1 <sup>st</sup> ELA Lessons- 2 <sup>nd</sup> Pen Pal/ELA Lessons- 3 <sup>rd</sup> Pen Pal/ELA Lesson- 4 <sup>th</sup> ELA Lesson- 5 <sup>th</sup>	Art-1 <sup>st</sup> Grade Hip Hop Dance-2 <sup>nd</sup> Grade Garden-3 <sup>rd</sup> Grade Math Hoops- 4 <sup>th</sup> Grade Chess- 5 <sup>th</sup> Grade	Mathematics Lesson- 1 <sup>st</sup> thru 3 <sup>rd</sup> Homework-4 <sup>th</sup> Grade African Drumming/Dance- 5 <sup>th</sup>	(Fun)ction Friday Board and Group Games					
Recess: 4:20PM -4:45PM	Recess: 4:20PM- 4:45PM	Recess: 3:00PM-4:00PM *Hip Hop Dance-3 <sup>rd</sup> Grade	Recess: 4:20PM- 4:45PM	Recess: 3:00PM-4:00PM *Hip Hop Dance-3 <sup>rd</sup> Grade	Recess: 4:20 - 4:45PM	Recess: 4:20 - 4:45PM	Recess: 4:20 - 4:45PM	Recess: 4:20PM - 4:45PM	Recess: 4:20PM - 4:45PM
Snack: 4:45PM-5:00PM	Snack: 4:45PM-5:00PM	Snack: 4:45PM-5:00PM	Snack: 4:45PM-5:00PM	Snack: 4:45PM-5:00PM	Snack: 4:45-5:00PM	Snack: 4:45-5:00PM	Snack: 4:45-5:00PM	Snack: 4:45-5:00PM	Snack: 4:45-5:00PM
Block 2: 5PM - 5:50PM	Block 2: 5PM - 5:50PM	Block 2: 4:50PM - 5:30PM	Block 2: 5PM - 5:50PM	Block 2: 4:50PM - 5:30PM	Block 2: 5PM - 5:50PM	Block 2: 5PM - 5:50PM	Block 2: 5PM - 5:50PM	Block 2: 5PM - 5:50PM	Block 2: 5PM - 5:50PM
Homework All Grades	Homework All Grades	Homework All Grades	Homework All Grades	Homework All Grades	Homework- 1 <sup>st</sup> , 2 <sup>nd</sup> , 3 <sup>rd</sup> , 5 <sup>th</sup> African Drumming/Dance-4 <sup>th</sup>	Homework- 1 <sup>st</sup> , 2 <sup>nd</sup> , 3 <sup>rd</sup> , 5 <sup>th</sup> African Drumming/Dance-4 <sup>th</sup>	Homework- 1 <sup>st</sup> , 2 <sup>nd</sup> , 3 <sup>rd</sup> , 5 <sup>th</sup> African Drumming/Dance-4 <sup>th</sup>	Movie Hour	Movie Hour
Block 3: 5:50PM - 6PM	Block 3: 5:50PM - 6PM	Block 3: 5:30PM - 6PM	Block 3: 5:50PM - 6PM	Block 3: 5:30PM - 6PM	Block 3: 5:50PM - 6PM	Block 3: 5:50PM - 6PM	Block 3: 5:50PM - 6PM	Block 3: 5:50PM - 6PM	Block 3: 5:50PM - 6PM
Pick up!!!	Pick up!!!	Closing Circle/Pick up!!!	Pick up!!!	Closing Circle/Pick up!!!	Pick up!!!	Pick up!!!	Pick up!!!	Pick up!!!	Pick up!!!
		<b>Reminders:</b> <input checked="" type="checkbox"/> Keep radio on at all times <input checked="" type="checkbox"/> Be on time for pick up <input checked="" type="checkbox"/> Bathroom run in pairs <input checked="" type="checkbox"/> Circle student total on sign out sheet <input checked="" type="checkbox"/> Engage, Engage, Engage							



# Markham Elementary School

7220 Krause Avenue, Oakland, CA. 94605

(510) 639-3202 (p)

## REGULAR BELL SCHEDULE


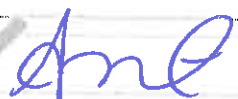
START TIME	END TIME	ACTIVITY
8:00 a.m.	8:25 a.m.	Breakfast (TK - 5)
8:00 a.m.	8:25 a.m.	Teacher Planning Time
8:25 a.m.	8:30a.m	Daily pledge/Beginning Instruction Grades K-5
<b>RECESS</b>		
10:00 a.m.	10:10 a.m.	Grades: 1, 2, 3 Recess
10:30 a.m.	10:40 a.m.	Kindergarten Recess
10:30 a.m.	10:45 a.m.	Grades 4, 5 Recess
<b>LUNCH</b>		
10:30 a.m.	11:00 a.m.	TK Lunch:
11:00 a.m.	11:30 a.m.	Kindergarten, 1 <sup>st</sup> Grade Lunch
11:30 a.m.	12:00 p.m.	Grades 2, 3 Lunch
12:00 p.m.	12:30 p.m.	Grades 4, 5 Lunch
<b>RECESS</b>		
1:00 p.m.	1:10 p.m.	Kindergarten Recess
1:40 p.m.	1:50 p.m.	Grades 1,2,3 Recess
<b>Dismissal</b>		
	2:45 p.m.	TK - 5 Dismissal
	1:10 p.m.	TK-5 Dismissal, Wednesdays and all Minimum Days

**STUDENTS ARRIVING AFTER 8:35A.M. WILL BE CONSIDERED LATE**

**\*\*\*\* 1:10p.m. Dismissal on all Minimum Days \*\*\*\***



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











School Site <b>Markham Elementary</b>	
Lead Agency <b>Bay Area Community Resources</b>	Date <b>April 10, 2018</b>
Name of After School Program <b>Amorawa</b>	After School Site Coordinator Name (if known at this time): <b>Timothy Killings</b>
Principal Signature 	Lead Agency Signature 

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

















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

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

1. Site Administrator and Lead Agency Director/Site Coordinator have reviewed the [CA Dept of Education's ASES and/or 21<sup>st</sup> Century Grant Assurances](#), and understand mandated grant compliance elements.
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.

PRINCIPAL INITIALS	LEAD AGENCY INITIALS
	
	
	
	
	

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

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



PRINCIPAL SIGNATURE



LEAD AGENCY SIGNATURE

## After School Safety and Emergency Planning

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

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

School provide after school staff with the following trainings: safety procedures, Emergency drills Roles in safety plan, Lockout and Lock down procedures.

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

### Facility Keys

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

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

## After School Safety and Emergency Planning, continued

### SSO Staffing

**Check one:**

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



PRINCIPAL SIGNATURE



LEAD AGENCY SIGNATURE

## Continuous Quality Improvement (CQI)

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

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

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

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

### Review and mark all commitments:

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

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



PRINCIPAL SIGNATURE



LEAD AGENCY SIGNATURE



# ADDENDUM #1

COMPLETED BY MIDDLE SCHOOL AFTER SCHOOL PROGRAMS ONLY

## Middle School Sports

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

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

### Middle School Athletics

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

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

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

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

  
PRINCIPAL SIGNATURE

  
LEAD AGENCY SIGNATURE



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

ASSETs Program Schedule

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

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

<b>Number of non-school days you plan to offer during the 2018-2019 fiscal year</b> (JULY 1, 2018-JUNE 30, 2019)	
<b>Dates of Service</b>	
<b>Proposed Hours of Operation</b>	

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



PRINCIPAL SIGNATURE



LEAD AGENCY SIGNATURE

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

Equitable Access

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

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

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

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



PRINCIPAL SIGNATURE



LEAD AGENCY SIGNATURE

# PARENT PERMISSION AND RELEASE AND STUDENT INFORMATION

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

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

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

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

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

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

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

### EMERGENCY CONTACT INFORMATION

In case of emergency please contact:

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

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

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

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

\_\_\_\_\_

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

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

## RELEASE OF LIABILITY

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



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

\_\_\_\_\_  
Date

## AFTER SCHOOL PROGRAM ATTENDANCE POLICIES

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

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

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

I understand that my child (in 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.

## STUDENT RELEASE/ PICK UP POLICY

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



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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Name/Relationship

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

\_\_\_\_\_  
Name/Relationship

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

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

## PERMISSION TO EVALUATE PROGRAMS AND TRACK STUDENT PROGRESS

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



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

\_\_\_\_\_  
Date

## PHOTO/VIDEO RELEASE

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

My child \_\_\_\_ may \_\_\_\_ may not

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

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



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

\_\_\_\_\_  
Date

## SPECIAL NOTE REGARDING PROGRAM FEES

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

## EARLY RELEASE WAIVER (OPTIONAL)

### ELEMENTARY AND MIDDLE SCHOOL STUDENTS

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

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

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

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

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

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

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

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

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

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

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



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

\_\_\_\_\_  
Date

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

FOR STUDENTS AGES   12 (?)   AND OLDER ONLY

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

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

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

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

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

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

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



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

\_\_\_\_\_  
Date



## After School Programs, 2018-19

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

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

### STUDENT HEALTH FORM

#### STUDENT INFORMATION

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

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

#### PARENT/GUARDIAN INFORMATION

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

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

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

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

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

#### EMERGENCY

In case of emergency, please contact:

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

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

#### HEALTH

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

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

\_\_\_\_\_ Medical History that may be of importance

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

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

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

## **SPECIAL INSTRUCTIONS**

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

See your School Nurse/Health Services for more information.

## **AUTHORIZATION TO TREAT MINOR**

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

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

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

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

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

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

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

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

Exhibit D

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

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

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

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

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

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

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

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

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

Exhibit E

EAST BAY REGIONAL PARK DISTRICT

WAIVER AND RELEASE OF LIABILITY AND INDEMNITY AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

**RELEASE OF LIABILITY AND ASSUMPTION OF RISK**

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

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

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

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

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

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

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

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

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

**(COMPLETE INFORMATION ON BOTH SIDES)**

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

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

School \_\_\_\_\_

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

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

In case of emergency please contact:

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

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

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

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

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

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

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

**Student Participant Health Conditions**

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

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

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

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

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

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



**Exhibit F**

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

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

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

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



Exhibit G (1)



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

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

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

The tentative schedule for OUSD payments is anticipated as follows:

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

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

Exhibit G (2)



**PROCEDURES for PAID INSERVICE/EXTENDED CONTRACTS and TIME SHEETS  
 OUSD CERTIFICATED TEACHERS 2018-2019**

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

**Paying OUSD Certificated Employees (Teachers)**

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

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

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

Exhibit G (3)



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

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

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

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

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

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

Exhibit H

Certificates of Insurance and Additional Insured Endorsement

**INSERT HERE**



BAYAREA-10

KHARENCAME

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
07/02/2018

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

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

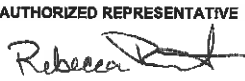
<b>PRODUCER</b> Vantreo Insurance Brokerage 100 Stony Point Rd, Suite 160 Santa Rosa, CA 95401	<b>CONTACT NAME:</b> Rebecca Rountree <b>PHONE (A/C, No, Ext):</b> (707) 546-2300 233 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> rroundree@vantreo.ccm
	<b>INSURER(S) AFFORDING COVERAGE</b>
<b>INSURED</b>  Bay Area Community Resources, Inc. 171 Carlos Drive San Rafael, CA 94903-2005	<b>INSURER A:</b> Philadelphia Indemnity Ins Co <b>NAIC #</b> 18058
	<b>INSURER B:</b> State Compensation Insurance Fund - SCIF <b>35076</b>
	<b>INSURER C:</b>
	<b>INSURER D:</b>
	<b>INSURER E:</b>
	<b>INSURER F:</b>

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>Abuse Sublimi \$1 Mil</b>  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJ <input type="checkbox"/> LOC OTHER:	X		PHPK1841358	07/01/2018	07/01/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			PHPK1841358	07/01/2018	07/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB635468	07/01/2018	07/01/2019	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	9233948-2018	07/01/2018	07/01/2019	PER STATUTE    OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	<b>Professional Liab</b>			PHPK1841358	07/01/2018	07/01/2019	Each Incident \$ 1,000,000
A	<b>Abuse</b>			PHPK1841358	07/01/2018	07/01/2019	Sublimit \$ 1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Oakland Unified School District is named as an Additional Insured, per form PI-GLD-HS 10/11

<b>CERTIFICATE HOLDER</b>  Oakland Unified School District Attn: Risk Management 1000 Broadway, Ste. 440 Oakland, CA 94607	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  <b>AUTHORIZED REPRESENTATIVE</b> 
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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**GENERAL LIABILITY DELUXE ENDORSEMENT:  
HUMAN SERVICES**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE**

It is understood and agreed that the following extensions only apply in the event that no other specific coverage for the indicated loss exposure is provided under this policy. If such specific coverage applies, the terms, conditions and limits of that coverage are the sole and exclusive coverage applicable under this policy, unless otherwise noted on this endorsement. The following is a summary of the Limits of Insurance and additional coverages provided by this endorsement. For complete details on specific coverages, consult the policy contract wording.

Coverage Applicable	Limit of Insurance	Page #
Extended Property Damage	Included	2
Limited Rental Lease Agreement Contractual Liability	\$50,000 limit	2
Non-Owned Watercraft	Less than 58 feet	2
Damage to Property You Own, Rent, or Occupy	\$30,000 limit	2
Damage to Premises Rented to You	\$1,000,000	3
HIPAA	Clarification	4
Medical Payments	\$20,000	5
Medical Payments – Extended Reporting Period	3 years	5
Athletic Activities	Amended	5
Supplementary Payments – Bail Bonds	\$5,000	5
Supplementary Payment – Loss of Earnings	\$1,000 per day	5
Employee Indemnification Defense Coverage	\$25,000	5
Key and Lock Replacement – Janitorial Services Client Coverage	\$10,000 limit	6
Additional Insured – Newly Acquired Time Period	Amended	6
Additional Insured – Medical Directors and Administrators	Included	7
Additional Insured – Managers and Supervisors (with Fellow Employee Coverage)	Included	7
Additional Insured – Broadened Named Insured	Included	7
Additional Insured – Funding Source	Included	7
Additional Insured – Home Care Providers	Included	7
Additional Insured – Managers, Landlords, or Lessors of Premises	Included	7
Additional Insured – Lessor of Leased Equipment	Included	7
Additional Insured – Grantor of Permits	Included	8
Additional Insured – Vendor	Included	8
Additional Insured – Franchisor	Included	9
Additional Insured – When Required by Contract	Included	9
Additional Insured – Owners, Lessees, or Contractors	Included	9
Additional Insured – State or Political Subdivisions	Included	10

Duties in the Event of Occurrence, Claim or Suit	Included	10
Unintentional Failure to Disclose Hazards	Included	10
Transfer of Rights of Recovery Against Others To Us	Clarification	10
Liberalization	Included	11
Bodily Injury – includes Mental Anguish	Included	11
Personal and Advertising Injury – includes Abuse of Process, Discrimination	Included	11

**A. Extended Property Damage**

**SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection 2. **Exclusions**, Paragraph a. is deleted in its entirety and replaced by the following:

**a. Expected or Intended Injury**

“Bodily injury” or property damage” expected or intended from the standpoint of the insured. This exclusion does not apply to “bodily injury” or “property damage” resulting from the use of reasonable force to protect persons or property.

**B. Limited Rental Lease Agreement Contractual Liability**

**SECTION I – COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection 2. **Exclusions**, Paragraph b. **Contractual Liability** is amended to include the following:

- (3) Based on the named insured’s request at the time of claim, we agree to indemnify the named insured for their liability assumed in a contract or agreement regarding the rental or lease of a premises on behalf of their client, up to \$50,000. This coverage extension only applies to rental lease agreements. This coverage is excess over any renter’s liability insurance of the client.

**C. Non-Owned Watercraft**

**SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection 2. **Exclusions**, Paragraph g. (2) is deleted in its entirety and replaced by the following:

- (2) A watercraft you do not own that is:
  - (a) Less than 58 feet long; and
  - (b) Not being used to carry persons or property for a charge;

This provision applies to any person, who with your consent, either uses or is responsible for the use of a watercraft. This insurance is excess over any other valid and collectible insurance available to the insured whether primary, excess or contingent.

**D. Damage to Property You Own, Rent or Occupy**

**SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE**



**LIABILITY, Subsection 2. Exclusions, Paragraph j. Damage to Property, Item (1)** is deleted in its entirety and replaced with the following:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property, unless the damage to property is caused by your client, up to a \$30,000 limit. A client is defined as a person under your direct care and supervision.

**E. Damage to Premises Rented to You**

1. If damage by fire to premises rented to you is not otherwise excluded from this Coverage Part, the word "fire" is changed to "fire, lightning, explosion, smoke, or leakage from automatic fire protective systems" where it appears in:

- a. The last paragraph of **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection 2. Exclusions;** is deleted in its entirety and replaced by the following:

Exclusions c. through n. do not apply to damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III – LIMITS OF INSURANCE.**

- b. **SECTION III – LIMITS OF INSURANCE, Paragraph 6.** is deleted in its entirety and replaced by the following:

Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems while rented to you or temporarily occupied by you with permission of the owner.

- c. **SECTION V – DEFINITIONS, Paragraph 9.a.,** is deleted in its entirety and replaced by the following:

A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

2. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Subsection 4. Other Insurance, Paragraph b. Excess Insurance, (1) (a) (ii)** is deleted in its entirety and replaced by the following:

That is insurance for fire, lightning, explosion, smoke, or leakage from automatic fire protective systems for premises rented to you or temporarily occupied by you with permission of the owner;

3. The Damage To Premises Rented To You Limit section of the Declarations is amended to the greater of:

- a. \$1,000,000; or
- b. The amount shown in the Declarations as the Damage to Premises Rented to You Limit.

This is the most we will pay for all damage proximately caused by the same event, whether such damage results from fire, lightning, explosion, smoke, or leaks from automatic fire protective systems or any combination thereof.

**F. HIPAA**

**SECTION I – COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY,** is amended as follows:

- 1. Paragraph 1. **Insuring Agreement** is amended to include the following:

We will pay those sums that the insured becomes legally obligated to pay as damages because of a "violation(s)" of the Health Insurance Portability and Accountability Act (HIPAA). We have the right and the duty to defend the insured against any "suit," "investigation," or "civil proceeding" seeking these damages. However, we will have no duty to defend the insured against any "suit" seeking damages, "investigation," or "civil proceeding" to which this insurance does not apply.

- 2. Paragraph 2. **Exclusions** is amended to include the following additional exclusions:

This insurance does not apply to:

- a. **Intentional, Willful, or Deliberate Violations**

Any willful, intentional, or deliberate "violation(s)" by any insured.

- b. **Criminal Acts**

Any "violation" which results in any criminal penalties under the HIPAA.

- c. **Other Remedies**

Any remedy other than monetary damages for penalties assessed.

- d. **Compliance Reviews or Audits**

Any compliance reviews by the Department of Health and Human Services.

- 3. **SECTION V – DEFINITIONS** is amended to include the following additional definitions:

- a. "Civil proceeding" means an action by the Department of Health and Human Services (HHS) arising out of "violations."
- b. "Investigation" means an examination of an actual or alleged "violation(s)" by HHS. However, "investigation" does not include a Compliance Review.
- c. "Violation" means the actual or alleged failure to comply with the regulations included in the HIPAA.

**G. Medical Payments – Limit Increased to \$20,000, Extended Reporting Period**

If **COVERAGE C MEDICAL PAYMENTS** is not otherwise excluded from this Coverage Part:

1. The Medical Expense Limit is changed subject to all of the terms of **SECTION III - LIMITS OF INSURANCE** to the greater of:
  - a. \$20,000; or
  - b. The Medical Expense Limit shown in the Declarations of this Coverage Part.
2. **SECTION I – COVERAGES, COVERAGE C MEDICAL PAYMENTS**, Subsection 1. **Insuring Agreement**, a. (3) (b) is deleted in its entirety and replaced by the following:
  - (b) The expenses are incurred and reported to us within three years of the date of the accident.

**H. Athletic Activities**

**SECTION I – COVERAGES, COVERAGE C MEDICAL PAYMENTS**, Subsection 2. **Exclusions**, Paragraph e. **Athletic Activities** is deleted in its entirety and replaced with the following:

**e. Athletic Activities**

To a person injured while taking part in athletics.

**I. Supplementary Payments**

**SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS - COVERAGE A AND B** are amended as follows:

1. b. is deleted in its entirety and replaced by the following:
  1. b. Up to \$5000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these.
- 1.d. is deleted in its entirety and replaced by the following:
  1. d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$1,000 a day because of time off from work.

**J. Employee Indemnification Defense Coverage**

**SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** the following is added:

We will pay, on your behalf, defense costs incurred by an "employee" in a criminal proceeding occurring in the course of employment.

The most we will pay for any "employee" who is alleged to be directly involved in a criminal proceeding is \$25,000 regardless of the numbers of "employees," claims or "suits" brought or persons or organizations making claims or bringing "suits."

**K. Key and Lock Replacement – Janitorial Services Client Coverage**

**SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is amended to include the following:

We will pay for the cost to replace keys and locks at the "clients" premises due to theft or other loss to keys entrusted to you by your "client," up to a \$10,000 limit per occurrence and \$10,000 policy aggregate.

We will not pay for loss or damage resulting from theft or any other dishonest or criminal act that you or any of your partners, members, officers, "employees", "managers", directors, trustees, authorized representatives or any one to whom you entrust the keys of a "client" for any purpose commit, whether acting alone or in collusion with other persons.

The following, when used on this coverage, are defined as follows:

a. "Client" means an individual, company or organization with whom you have a written contract or work order for your services for a described premises and have billed for your services.

b. "Employee" means:

(1) Any natural person:

(a) While in your service or for 30 days after termination of service;

(b) Who you compensate directly by salary, wages or commissions; and

(c) Who you have the right to direct and control while performing services for you; or

(2) Any natural person who is furnished temporarily to you:

(a) To substitute for a permanent "employee" as defined in Paragraph (1) above, who is on leave; or

(b) To meet seasonal or short-term workload conditions;

while that person is subject to your direction and control and performing services for you.

(3) "Employee" does not mean:

(a) Any agent, broker, person leased to you by a labor leasing firm, factor, commission merchant, consignee, independent contractor or representative of the same general character; or

(b) Any "manager," director or trustee except while performing acts coming within the scope of the usual duties of an "employee."

c. "Manager" means a person serving in a directorial capacity for a limited liability company.

**L. Additional Insureds**

**SECTION II – WHO IS AN INSURED** is amended as follows:

1. If coverage for newly acquired or formed organizations is not otherwise excluded from this

Coverage Part, Paragraph 3.a. is deleted in its entirety and replaced by the following:

- a. Coverage under this provision is afforded until the end of the policy period.
2. Each of the following is also an insured:
- a. **Medical Directors and Administrators** – Your medical directors and administrators, but only while acting within the scope of and during the course of their duties as such. Such duties do not include the furnishing or failure to furnish professional services of any physician or psychiatrist in the treatment of a patient.
  - b. **Managers and Supervisors** – Your managers and supervisors are also insureds, but only with respect to their duties as your managers and supervisors. Managers and supervisors who are your “employees” are also insureds for “bodily injury” to a co-“employee” while in the course of his or her employment by you or performing duties related to the conduct of your business.

This provision does not change Item 2.a.(1)(a) as it applies to managers of a limited liability company.

- c. **Broadened Named Insured** – Any organization and subsidiary thereof which you control and actively manage on the effective date of this Coverage Part. However, coverage does not apply to any organization or subsidiary not named in the Declarations as Named Insured, if they are also insured under another similar policy, but for its termination or the exhaustion of its limits of insurance.

- d. **Funding Source** – Any person or organization with respect to their liability arising out of:

- (1) Their financial control of you; or
- (2) Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

- e. **Home Care Providers** – At the first Named Insured's option, any person or organization under your direct supervision and control while providing for you private home respite or foster home care for the developmentally disabled.
- f. **Managers, Landlords, or Lessors of Premises** – Any person or organization with respect to their liability arising out of the ownership, maintenance or use of that part of the premises leased or rented to you subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any “occurrence” which takes place after you cease to be a tenant in that premises; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of that person or organization.

- g. **Lessor of Leased Equipment – Automatic Status When Required in Lease Agreement With You** – Any person or organization from whom you lease equipment when you and such person or organization have agreed in writing in a contract or agreement that such person or organization is to be added as an additional insured on your policy. Such person or

organization is an insured only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

- h. Grantors of Permits** – Any state or political subdivision granting you a permit in connection with your premises subject to the following additional provision:
- (1) This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with the premises you own, rent or control and to which this insurance applies:
    - (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures;
    - (b) The construction, erection, or removal of elevators; or
    - (c) The ownership, maintenance, or use of any elevators covered by this insurance.
- i. Vendors** – Only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:
- (1) The insurance afforded the vendor does not apply to:
    - (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
    - (b) Any express warranty unauthorized by you;
    - (c) Any physical or chemical change in the product made intentionally by the vendor;
    - (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
    - (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
    - (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
  - (i) The exceptions contained in Sub-paragraphs (d) or (f); or
  - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- (2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing.
- j. **Franchisor** – Any person or organization with respect to their liability as the grantor of a franchise to you.
- k. **As Required by Contract** – Any person or organization where required by a written contract executed prior to the occurrence of a loss. Such person or organization is an additional insured for "bodily injury," "property damage" or "personal and advertising injury" but only for liability arising out of the negligence of the named insured. The limits of insurance applicable to these additional insureds are the lesser of the policy limits or those limits specified in a contract or agreement. These limits are included within and not in addition to the limits of insurance shown in the Declarations
- l. **Owners, Lessees or Contractors** – Any person or organization, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:
  - (1) Your acts or omissions; or
  - (2) The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured when required by a contract.

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- (a) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- (b) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.



**m. State or Political Subdivisions** – Any state or political subdivision as required, subject to the following provisions:

- (1) This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit, and is required by contract.
- (2) This insurance does not apply to:
  - (a) "Bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
  - (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard."

**M. Duties in the Event of Occurrence, Claim or Suit**

**SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 2.** is amended as follows:

a. is amended to include:

This condition applies only when the "occurrence" or offense is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.

b. is amended to include:

This condition will not be considered breached unless the breach occurs after such claim or "suit" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.

**N. Unintentional Failure To Disclose Hazards**

**SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 6. Representations** is amended to include the following:

It is agreed that, based on our reliance on your representations as to existing hazards, if you should unintentionally fail to disclose all such hazards prior to the beginning of the policy period of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

**O. Transfer of Rights of Recovery Against Others To Us**

**SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 8. Transfer of Rights of**

**Recovery Against Others To Us** is deleted in its entirety and replaced by the following:

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

Therefore, the insured can waive the insurer's rights of recovery prior to the occurrence of a loss, provided the waiver is made in a written contract.

**P. Liberalization**

**SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, is amended to include the following:

If we revise this endorsement to provide more coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

**Q. Bodily Injury – Mental Anguish**

**SECTION V – DEFINITIONS**, Paragraph 3. Is deleted in its entirety and replaced by the following:

"Bodily injury" means:

- a. Bodily injury, sickness or disease sustained by a person, and includes mental anguish resulting from any of these; and
- b. Except for mental anguish, includes death resulting from the foregoing (Item a. above) at any time.

**R. Personal and Advertising Injury – Abuse of Process, Discrimination**

If **COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY COVERAGE** is not otherwise excluded from this Coverage Part, the definition of "personal and advertising injury" is amended as follows:

1. **SECTION V – DEFINITIONS**, Paragraph 14.b. is deleted in its entirety and replaced by the following:

- b. Malicious prosecution or abuse of process;

2. **SECTION V – DEFINITIONS**, Paragraph 14. is amended by adding the following:

Discrimination based on race, color, religion, sex, age or national origin, except when:

- a. Done intentionally by or at the direction of, or with the knowledge or consent of:

(1) Any insured; or

(2) Any executive officer, director, stockholder, partner or member of the insured;

- b. Directly or indirectly related to the employment, former or prospective employment, termination of employment, or application for employment of any person or persons by an insured;

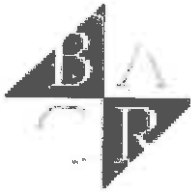
- c. Directly or indirectly related to the sale, rental, lease or sublease or prospective sales, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured; or
- d. Insurance for such discrimination is prohibited by or held in violation of law, public policy, legislation, court decision or administrative ruling.

The above does not apply to fines or penalties imposed because of discrimination.

Exhibit I

Statement of Qualifications

**INSERT HERE**



## Bay Area Community Resources After School Programs

Bay Area Community Resources (BACR) is a regional nonprofit agency founded in 1976 whose mission is to promote healthy development among youth and families, encourage service and volunteerism, and build communities. BACR has provided after-school academic support, enrichment, and physical activity programming in Bay Area communities for more than 30 years; this includes partnerships with 27 schools in the Oakland Unified School District (OUSD) after school programs since 2004. Our after school programs are designed and staffed to be safe, accessible, and effective for students (and families) who are struggling due to poverty, academic and social-emotional challenges, and other life circumstances—helping them overcome obstacles and become high achieving and joyful learners and by doing so, helping to reduce the achievement gap.

- ❖ BACR is the lead community agency— managing the entire program, providing staff, and delivering services—26 schools in Oakland, 13 in San Francisco, 3 in Alameda, 5 in San Rafael, 8 in Antioch, 14 in West Contra Costa County, 2 Berkeley Unified and 12 in Mt. Diablo Unified in Contra Costa County..

### OUR VALUES

- ❖ Provide children with a safe, nurturing and enjoyable environment after school.
- ❖ Integrate youth development practices into everything we do.
- ❖ Meet the needs of the schools, students, parents, and partner non-profits we serve.
- ❖ Empower youth by building confidence in their academic and social abilities
- ❖ Respect and embrace the sociocultural norms and history of the communities we serve in order improve the present, and sustain future generations.
- ❖ Give youth just, equal, and meaningful opportunities to learn, grow, and succeed.
- ❖ We like to have FUN! Take every opportunity to enjoy and celebrate our work.

### PROGRAM MODEL

#### Academic Assistance

- ❖ **Homework support:** Students work in small groups with trained staff.
- ❖ **Academic enrichment:** Students get hands-on opportunities to master academic content, through robotics, chemistry lab, poetry slams, and creative writing workshops.
- ❖ **Academic interventions:** Students who need it get one-on-one review sessions with teachers or tutors and Supplemental Educational Services tutoring.
- ❖ **Test preparation and credit recovery:** High school students get help to graduate.

#### Enrichment

- ❖ Students explore their interests and build new skills. Visual and performing arts, community service, and student-led projects that promote pride, embody culturally-responsive activities, and integrate learning objectives in California Content Standards.
- ❖ Enrichment activities are tailored to each school site.

#### Recreation

- ❖ Students can exercise, relax, and build social skills through organized sports, cooperative games, and free time.

**Showcases**

- ❖ Young people get opportunities to showcase their work and share their achievements with peers and family.

**EVIDENCE OF OUTCOMES**

**Recent Oakland elementary school surveys of youth showed positive outcomes:**

**Students**

- ❖ I feel safe in this program. 89%
- ❖ There is an adult at this program who cares about me. 91%
- ❖ When I'm in this program, I feel good about myself. 87%
- ❖ In this program, I learn how to use my time to finish all my school work. 91%

**Recent Oakland middle school surveys of youth showed positive outcomes:**

**Students**

- ❖ In this program, there is an adult who wants me to do my best. 87%
- ❖ This program helps me to feel like a part of my school. 72%

**Recent Oakland high school surveys of youth showed positive outcomes:**

**Students**

- ❖ The adults in this program listen to what I have to say. 95%
- ❖ This program helps me learn ways to study (like reading directions). 90%
- ❖ Since coming to this program, I am better at setting goals for myself. 90%

**ADVANTAGES FOR PARTNER SCHOOLS**

- ❖ **Experience and Commitment.** Over 3 decades of leading after school programs.
- ❖ **Infrastructure.** A strong, well-funded organization and administrative structure.
- ❖ **Flexibility and Adaptability.** A program tailored to each school's after school goals.
- ❖ **High Quality Staff.** We select and support highly committed and professional staff.
- ❖ **Leveraged Resources.** We have the capacity to bring AmeriCorps Members into the program. BACR continuously seeks new funding and new opportunities to add value.

**CONTACT US**

Any location: Marty Weinstein, Executive Director, (415) 755-2321; [mweinstein@bacr.org](mailto:mweinstein@bacr.org)  
 East Bay: Marisa Ramirez, (510) 559-3025; [mramirez@bacr.org](mailto:mramirez@bacr.org)  
 San Francisco and Marin County: Don Blasky (415) 755-2311; [dblasky@bacr.org](mailto:dblasky@bacr.org)  
 Visit our website: [www.bacr.org](http://www.bacr.org)

## EXHIBIT J

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

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

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





Bay Area Community Resources

March 23, 2018

**Administrative Office**

171 Carlos Drive  
San Rafael  
California 94903-2005

Phone  
415.444.5580  
Fax  
415.444.5598  
Website  
[www.bacr.org](http://www.bacr.org)

**Martin Weinstein**  
CEO

**Mary Jo Williams**  
COO

**Board of Directors**

**Lissa Franklin**  
President


Nancy McEvers Anderson  
Bryan Breckenridge  
Robert Davisson  
Rob Ness  
Bud Travers  
Monica Vaughan  
Shannon Vincent  
Sinclair Wu

To Whom It May Concern:

It is the Bay Area Community Resources policy to ensure to the best of our abilities that everyone we bring into our BACR programs to work with our clients are properly screened so as to minimize any risk, either physical or emotional, to the children and other clients we serve. We achieve this through FBI and DOJ fingerprint background checks on all our employees, independent contractors, subcontractors and volunteers working in our OUSD school programs. We are set up to receive subsequent arrest records. In addition, all staff must turn in a negative TB clearance before they begin working with our students in OUSD.

We certify that all staff meet our staff qualifications including TB clearance, and FBI/DOJ clearance before they begin working with the students. We can provide verification upon demand from OUSD. On a monthly basis this information is submitted to our district after school programs office with our invoices, indicating ATI numbers.

Sincerely,

  
**Marisa Ramirez**  
Program Director  
[mramirez@bacr.org](mailto:mramirez@bacr.org)

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

**Search Term : bay\* area\* community\* resources\***  
**Record Status: Active**

<b>ENTITY</b>	<b>BAY AREA COMMUNITY RESOURCES, INC.</b>	<b>Status:Active</b>
<b>DUNS: 102947132</b>	<b>+4:</b>	<b>CAGE Code: 3VGW8 DoDAAC:</b>
<b>Expiration Date: Feb 21, 2019 Has Active Exclusion?: No Debt Subject to Offset?: No</b>		
<b>Address: 171 CARLOS DR</b>		
<b>City: SAN RAFAEL</b>		<b>State/Province: CALIFORNIA</b>
<b>ZIP Code: 94903-2005</b>		<b>Country: UNITED STATES</b>



## MEMORANDUM OF UNDERSTANDING ROUTING FORM 2018-2019

### Basic Directions

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

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

### Agency Information

Agency Name	Bay Area Community Resources	Agency's Contact Person	Martin Weinstein
Street Address	171 Carlos Drive	Title	Chief Executive Officer
City	San Rafael	Telephone	510-559-3060
State	CA	Zip Code	94903
		Email	mweinstein@bacr.org
OUSD Vendor Number	1001628		
Attachments	<input checked="" type="checkbox"/> Proof of general liability and workers' compensation insurance <input checked="" type="checkbox"/> Statement of qualifications <input checked="" type="checkbox"/> Program Planning Tool and Budget <input checked="" type="checkbox"/> Printout showing this vendor does not appear on the Excluded Parties List. ( <a href="http://www.sam.gov/portal/public/Sam/">www.sam.gov/portal/public/Sam/</a> )		

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

Anticipated Start Date	August 1, 2018	Date work will end	July 31, 2019	Total Contract Amount	\$ 102,518.00
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### Budget Information

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

### OUSD Contract Originator Information

Name of OUSD Contact	Alana Whitt-Smith	Email	alana.whitt-smith @ousd.org
Telephone	510-639-3202	Fax	510-639-3206
Site/Dept. Name	172/Markham Elementary School	Enrollment Grades	TK through 5

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

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

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

Please sign under the appropriate column.	Approved	Denied – Reason	Date
1. Site Administrator			6/5/18
2. Resource Manager			6/27/18
3. Network Superintendent/Deputy Chief/Exec Dir.			7/10/18
4. Cabinet (CAO, SBO, CFO)			7/16/18
5. Board of Education or Superintendent			
Procurement	Date Received		