

<b>Board Office Use: Legislative File Info.</b>	
File ID Number	18-1203
Introduction Date	6/13/2018
Enactment Number	18-0992
Enactment Date	6/13/18 lf



# Memo

**To** The Board of Education  
**From** Kyla Johnson-Trammell, Superintendent

**Board Meeting Date** 6/13/18  
*(To be completed by Procurement)*

**Subject** Memorandum of Understanding Amendment - 2  
East Bay Asian Youth Center Oakland CA (contractor, City State)  
922/Community Schools Student Services Dept (site/department)

**Action Requested** Approval of the Amendment to the Memorandum of Understanding between Oakland Unified School District and East Bay Asian Youth Center Services to be primarily provided to 922/Community Schools Student Services Dept for the period of July 1, 2017 through August 17, 2018.

**Background**  
*A one paragraph explanation of why an amendment is needed.*  
OUSD's 21st Century Community Learning Center (21st CCLC) grants include Supplemental funding to support summer learning programs, operated in partnership between schools and community organizations. In order to fulfill the grant requirements, OUSD is contracting with community partners to provide six hours daily of summer academic, enrichment, and physical activity services to OUSD students for 2 – 6 weeks over the summer. Summer services will be delivered at OUSD school sites. Summer providers will work in partnership with OUSD's After School and Summer Learning units to align summer program goals with district priorities for student achievement, health and wellness, and social-emotional learning. Summer Program Hub: Garfield Elementary School.

**Discussion**  
*One paragraph summary of the amended scope of work.*  
Approval by the Board of Education of Amendment No. 2 to the Memorandum of Understanding between the District and East Bay Asian Youth Center, Oakland, CA, for the latter to work in partnership with the regular summer school program to expand and enhance summer enrichment and support services for students; collaborate with the summer school site to provide afternoon enrichment, physical activity, and support services, enabling students to participate in a full six hour, daily summer learning program; program activities will be based on youth development quality standards; work collaboratively with the OUSD Summer and After School Programs Office; conduct outreach for summer student recruitment, will communicate with families regularly over the summer, will fulfill OUSD grant reporting requirements including submission of summer attendance records, and will maintain communication with the OUSD Summer and After School units to review progress on summer program goals for the Summer Learning Program at Garfield Elementary School, for the period of July 1, 2017 through August 17, 2018, in the amount of \$19,760.00, increasing the MOU not to exceed amount from \$207,826.00 to \$227,586.00. All other terms and conditions of the MOU remain in full force and effect.

**Recommendation** Approval of the Amendment to the Memorandum of Understanding between Oakland Unified School District and East Bay Asian Youth Center Services to be primarily provided to 922/Community Schools Student Services Dept for the period of July 1, 2017 through August 17, 2018.

**Fiscal Impact** Funding resource name (please spell out) 4124/21st Century Community Learning Centers Grant not to exceed \$227,586.00

**Attachments**

- MOU Amendment
- Copy of original MOU



### CONTRACT JUSTIFICATION FORM

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

**Legislative File ID No.** 18-1203

**Department:** 922-Community Schools & Student Services

**Vendor Name:** East Bay Asian Youth Center

**Contract Term:** Start Date: 7/1/2018 End Date: 8/17/2018

**Annual Cost:** \$ 227,586.00

**Approved by:** Julie McCalmont

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

**Why was this Vendor selected?**

Worked with vendor previously at OUSD.

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

To work in partnership with the regular summer school program to expand and enhance summer enrichment and support services for students; collaborate with the summer school to provide afternoon enrichment, physical activity, and support services, enabling students to participate in a full six hour, daily summer learning program, at Garfield Elementary School.

**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**

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**AMENDMENT NO. 2 TO  
MEMORANDUM OF UNDERSTANDING**

The Oakland Unified School District (OUSD) and East Bay Asian Youth Center (Agency) entered into a Memorandum of Understanding (MOU) on August 23, 2017. The parties agree to amend that Agreement as follows:

1. **Services:**  The Funding Source has changed.  The scope of work has changed.  Additional Scope of Work Attached  
**If scope of work changed:** Provide the revised scope of work including description of expected final results, such as services, materials, additional sites to receive services, additional duties, and/or reports; attach additional pages as necessary.

**Agency agrees to provide the following amended services:**

Agency will work in partnership with the regular summer school program to expand and enhance summer enrichment and support services for students; collaborate with the summer school site to provide afternoon enrichment, physical activity, and support services, enabling students to participate in a full six hour, daily summer learning program; program activities will be based on youth development quality standards; work collaboratively with the OUSD Summer and After School Programs Office; conduct outreach for summer student recruitment, will communicate with families regularly over the summer, will fulfill OUSD grant reporting requirements including submission of summer attendance records, and will maintain communication with the OUSD Summer and After School units to review progress on summer program goals for the Summer Learning Program at Garfield Elementary School, for the period of July 1, 2017 through August 17, 2018, in the amount of \$19,760.00, increasing the MOU not to exceed amount from \$207,826.00 to \$227,586.00.

2. **Terms (duration):**  The term of the MOU is unchanged.  The term of the MOU has changed.  
**If term is changed:** The term of the MOU is extended by an additional \_\_\_\_\_ (days/weeks/months), and the amended expiration date is \_\_\_\_\_.

3. **Compensation:**  The compensation is unchanged.  The compensation has changed.  
**If the compensation is changed:** The MOU price is amended by:  
 Increase of \$ 19,760.00 to original MOU amount – Funding Source: 4124/21st Century Community Learning Centers Grant  
 Decrease of \$ \_\_\_\_\_ to original MOU amount– Funding Source: \_\_\_\_\_

The New Cumulative Amount of ISA(s) is not to exceed: (Two Hundred Twenty Seven Thousand, Five Hundred Eighty Six) dollars (\$ 227,586.00).

4. **Remaining Provisions:** All other provisions of the MOU, and prior Amendment(s) if any, shall remain unchanged and in full force and effect as originally stated.

5. **Amendment History:**  There are no prior amendments to this MOU.  This MOU has previously been amended as follows:

No.	Date	General Description of Reason for Amendment	Amount of Increase (Decrease)
1	4/25/2018	To fund additional staff preparation time for the after school program a Garfield Elem	\$ 17,762.00
			\$
			\$

6. **Approval:** This MOU is not effective and no payment shall be made to Agency until it is approved. Approval requires signature by the Board of Education, and/or the Superintendent as their designee.

OAKLAND UNIFIED SCHOOL DISTRICT

*Aimee Eng*

President, Board of Education

Superintendent

*[Signature]*

Secretary, Board of Education

6/14/18

Date

6/14/18

Date

AGENCY

*[Signature]*  
Contractor Signature

David Kakishiba, Executive Director

Print Name, Title

5/21/18

Date

## EXHIBIT "A" SCOPE OF WORK

[IF A CONTRACTOR PROVIDES AN ACCEPTABLE DESCRIPTION OF SERVICES AS PART OF A PROPOSAL, THAT DESCRIPTION OF SERVICES MAY BE ATTACHED WITHOUT ANY TERMS, CONDITIONS, LIMITATIONS, ETC., FROM THAT PROPOSAL.]

- 1. Description of Services to be Provided:** Provide a description of the service(s) the contractor will provide. Be specific about what service(s) OUSD is purchasing and what *this* Contractor will do.

Agency will work in partnership with the regular summer school program to expand and enhance summer enrichment and support services for students; collaborate with the summer school site to provide afternoon enrichment, physical activity, and support services, enabling students to participate in a full six hour, daily summer learning program; program activities will be based on youth development quality standards; work collaboratively with the OUSD Summer and After School Programs Office; conduct outreach for summer student recruitment, will communicate with families regularly over the summer, will fulfill OUSD grant reporting requirements including submission of summer attendance records, and will maintain communication with the OUSD Summer and After School units to review progress on summer program goals. Providers will comply with 21st Century Community Learning Center grant requirements.

2. **Specific Outcomes:** What are the expected outcomes from the services of this Contract? Be specific. For example, as a result of the service(s): 1) How many more Oakland children are graduating from high school? 2) How many more Oakland children are attending school 95% or more? 3) How many more students have meaningful internships and/or paying jobs? 4) How many more Oakland children have access to, and use, the health services they need? Provide details of program participation (Students will...) and measurable outcomes (Participants will be able to...). NOT THE GOALS OF THE SITE OR DEPARTMENT.

Summer learning programs are critical in countering summer learning loss in students. Students will greatly benefit from the opportunity to participate in a full 6-hour summer learning program. The summer learning program will provide students with a safe and supportive place to spend their summer. Students' physical and social-emotional health and well-being will be supported through the summer program's academic, enrichment, and support services. As a result of the summer learning program, students will return to school in the fall feeling more engaged in learning, more connected to the school community, and less affected by summer learning loss. As a result, students will be more prepared to engage in a new school year of learning and more ready to attend school on a daily basis.

3. **Alignment with District Strategic Plan:** Indicate the goals and visions supported by the services of this contract:  
(Check all that apply.)

- |   |  |
|---|--|
| <input type="checkbox"/> Ensure a high quality instructional core                 | <input type="checkbox"/> Prepare students for success in college and careers |
| <input checked="" type="checkbox"/> Develop social, emotional and physical health | <input checked="" type="checkbox"/> Safe, healthy and supportive schools     |
| <input checked="" type="checkbox"/> Create equitable opportunities for learning   | <input type="checkbox"/> Accountable for quality                             |
| <input type="checkbox"/> High quality and effective instruction                   | <input type="checkbox"/> Full service community district                     |

4. **Alignment with Community School Strategic Site Plan – CSSSP (required if using State or Federal Funds):**

Please select:

- Action Item included in Board Approved CSSSP** (no additional documentation required) – Item Number: \_\_\_\_\_
- Action Item added as modification to Board Approved CSSSP** – Submit the following documents to the Resource Manager either electronically via email of scanned documents, fax or drop off.
1. Relevant page of CSSSP with action item highlighted. Page must include header with the word "Modified", modification date, school site name, both principal and school site council chair initials and date.
  2. Meeting announcement for meeting in which the CSSSP modification was approved.
  3. Minutes for meeting in which the CSSSP modification was approved indicating approval of the modification.
  4. Sign-in sheet for meeting in which the CSSSP modification was approved.



**OUSD Summer 2018 Lead Agency Summer Program Plan**  
**Summer Hub: Garfield Elementary School**  
 Grant Title: 21st Century Learning Fund (March 2017)

<b>SECTION 1: Summer Program Statistics</b>				
Lead Agency Name: EBAYC	Summer Hub Site: Garfield Elementary School (A+B)	Target Summer Average Daily Attendance (ADA) Number: 80	Grades Served: K-5	Program Dates: (note any program closure dates during this period) June 18, 2018 – July 13, 2018 July 4, 2018 – closed for holiday

**SECTION 2: Lead Agency Assurance**

Please review and initial each item and sign below.

JL I understand that my program's goal is to achieve at least 85% of the above attendance target this summer. I understand that if my summer site falls below 85% of this attendance target by the end of the 1<sup>st</sup> week of the summer program, I will be required to submit an aggressive student recruitment and retention plan to the OUSD Expanded Learning Office, detailing my program's efforts to raise attendance numbers for the remainder of the summer.

JL I understand that my agency's contracted summer funds are based on the above average daily attendance target number. My program will over-enroll appropriately to ensure that we reach this attendance target. I understand that if my program falls short of 85% of this attendance target by the end of the first week of program, I will submit a revised summer budget plan to the OUSD Expanded Learning Office detailing how I will reallocate contracted funds appropriately to reflect actual attendance numbers, and to support my student recruitment and retention plan for the remainder of the summer.

JL I understand that I am required to input my actual attendance numbers into the Cityspan attendance system *daily* during the summer program. I will cross check signatures on my daily sign in/out sheets with numbers inputted into Cityspan to ensure that the numbers match up and that Cityspan accurately reports my summer attendance data. I understand that the OUSD Expanded Learning Office will carefully review my daily attendance numbers over the summer program.

JL I understand that I am required to submit electronic copies of my summer attendance records (including copies of daily student sign in/out sheets and the OUSD summer internal audit log) to the OUSD Expanded Learning Office twice during summer programming. I will submit my attendance through June 30<sup>th</sup> by the first week of July, and I will submit the rest of my attendance within one week of the last day of my program. I will also submit attendance data during the course of my summer program, as requested, for OUSD's attendance reporting to the California Department of Education.

JL I understand that OUSD's 21<sup>st</sup> Century federal grant funds are funding my summer program. I understand that I am required to follow all grant compliance requirements as outlined by the OUSD Expanded Learning Office. I will maintain my summer program records for 5 years for auditing purposes, as required by the California Department of Education, and will submit any summer programmatic or fiscal records to the OUSD Expanded Learning Office, as requested, for school district reporting and auditing purposes.

JL I understand that if I am running an A+B summer program model, these are requirements regarding my program hours of operation: Morning summer school will operate from approximately 8:15 – 12:15 daily. My afternoon summer program will operate from approximately 12:15 – 3:15 daily. All students must be off-site by 3:30pm and staff must be off site by 3:40 as the building will be promptly locked at 4pm daily.

JL If I am a stand-alone 6 hour program, I understand that OUSD will only cover custodial costs for four to six weeks of my summer program until 3:15 pm. My agency will be responsible for covering any extra custodial costs if my program runs beyond four to six weeks, and beyond the hours of 3:15 pm daily.

JL I understand OUSD Summer Programs are intended to be free programs. If program fees are charged, a sliding scale must be offered and students qualified for program participation cannot be turned away due to inability to pay

Name and Signature of Summer Lead Agency Director: \_\_\_\_\_



### SECTION 3: Summer Calendar and Daily Schedule

- a) Please turn in a copy of your summer calendar showing all program days of operation, field trips, and any other notable special events and activities (ie. your summer end family celebration) by May 18th.
- b) Please turn in a copy of your daily schedule detailing your full 6 hour program (Note: sites that are using the A+B model must include the morning academic program in the daily schedule you submit) by May 18th.
  - Please note that all programs under the A+B model will be expected to provide daily hands-on academics (ie. STEM), enrichment, physical activity, community building activities, and daily afternoon snack (provided by OUSD), between the hours of 12:15 – 3:15.
  - Please include staff prep and meeting times, and clean up/debrief times on your daily schedule.

### SECTION 5: Summer Program Recruitment and Retention Strategies and Timeline

Briefly describe your anticipated summer program student recruitment and retention activities and timeline.

- a) All summer hubs will be required to offer a parent orientation before program begins. Collaborate with your principal to identify a date.

The date of my parent orientation is: Tuesday June 12, 2018

### SECTION 6: Summer Line Staff Information (if known at this time)

To promote continuity between OUSD after school and summer programs, and to provide year-round work opportunities for talented youth development professionals in Oakland, we are particularly interested in seeing current, highly qualified Oakland after school workers become the summer program staff at our OUSD Summer Hubs. Please list the name(s) of line staff whom you intend to hire as part of your summer program staff. (Add additional rows as needed.) Please note that the summer program must have a maximum 1:20 adult to student ratio.

Summer staff must meet the minimum staff qualifications according to the 21<sup>st</sup> Century grant requirements.




Must pass fingerprint background clearance by DOJ and FBI  
 Must have TB clearance  
 Must have at least 2 yrs of college, 48 semester units, or pass the Institutional Aide exam administered by the Alameda County Office of Ed.

You will be sent a contact survey to send us information on the staff late in the year. Please fill out the table below with information on your site coordinator only.

**Important Note:** Summer program staff in A+B programs will be expected to attend 2-40 hours of OUSD summer in-service training.  
 The Summer Site Coordinator and summer program staff should be hired no later than May 1st.

Site Coordinator Name	Email	Current After School Site where he/she works	Summer teaching assignment(s) (grade & subject, if known)	# of yrs in working in after school	# of yrs working in summer programs	List any OUSD after school learning communities this staff member has participated in
Nikita Williams	<a href="mailto:nikita@ebayc.org">nikita@ebayc.org</a>	Garfield Elementary School	N/A	10	6	Science, Literacy

Signature of Summer Lead Agency Director: \_\_\_\_\_ 

Signature of Hub Site Principal: \_\_\_\_\_

**21ST CENTURY SUMMER BUDGET PLANNING SPREADSHEET**  
 ELEMENTARY & MIDDLE SCHOOLS 2018

Site Name:	Garfield Elementary School		
Site #:	118		
Lead Agency:	EBAYC		
# of summer students (ADA)	80		
# of summer program days	19		
Total 21st CCLC Grant Funds	\$19,760	21st CCLC Grant Funds for Lead Agency	Lead Agency In-Kind Contributions
<b>TOTAL CONTRACTED FUNDS</b>		<b>\$19,760</b>	<b>\$0</b>
<b>BOOKS AND SUPPLIES</b>			
4310	Supplies (can be purchased by lead agency for summer supplemental programming)	\$4,051	
4310	Curriculum		
5829	Field Trips (fees, supplies)		
	Bus tickets for students		
	Rental bus for field trips		
	Snacks		
	Incentives		
	Family Night supplies		
	Total books and supplies	\$4,051	\$0
<b>CONTRACTED SERVICES</b>			
5825	Site Coordinator (list here if OBO staff)	\$4,250	
5825	Academic Instructors (5 staff X 125 hours X \$17.50, including prep and training time)	\$8,750	
5825	Enrichment Facilitators (# of staff X total hours X hourly rate, including prep and training time)		
5825	STEM Instructors (# of staff X total hours X hourly rate, including prep and training time)		
5825	Contracted OUSD Summer Teachers		
5825	Subcontractors (please list each specific subcontracting agency)		
5825	Professional Development		
5825	Employee benefits	\$1,949	
5825			
5825			
5825			
	Total services	\$14,949	\$0
<b>IN-KIND DIRECT SERVICES</b>			
	Total value of in-kind direct services		\$0
<b>SUBTOTALS</b>			
	Subtotals DIRECT SERVICE	\$19,000	\$0
	Allowable lead agency admin (at 4% of contracted funds or less)	\$760	
<b>TOTALS</b>			
	Total budgeted per column	\$19,760	
	BALANCE remaining to allocate	\$0	

**Required Signatures for Budget Approval:**

Lead Agency:		Date: 5/22/18
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**Notes:**

- 1) Lead agencies will be required to submit a summer-end expenditure report on these budget expenditures.
- 2) These contracted summer funds are based on anticipated summer program average daily attendance. Sites that fall short of 85% of the summer attendance target in the first week will be required to submit an aggressive student recruitment and retention plan for the remainder of the summer and reallocate budget funds appropriately to reflect actual attendance numbers.



EBAYC is non-profit community-building organization dedicated to supporting young people to be safe, smart, and socially responsible. EBAYC provides a continuum of integrated services to a diverse membership of 2,000 children, youth, and young adults in Oakland's San Antonio, Eastlake, and Chinatown neighborhoods. Our services – Juvenile Justice, Expanded Learning, and Community Development result in higher school attendance rates, lower school suspension rates, and lower incarceration rates.

## **EBAYC Service Strategies**

### Juvenile Justice

EBAYC helps juvenile probationers build a healthy and productive life pathway by keeping them safe, and supporting them with their terms and conditions. Our services include intensive mentoring, case management, and transitional employment services.

### Expanded Learning

EBAYC partners with 17 Oakland public schools to provide summer and after school education, work-based learning, case management, and medical and mental health services. We support students to graduate from high school and pursue higher education. EBAYC consistently demonstrates high standards of program quality and performance as indicated by city, county, and school district evaluation.

### Community Development

EBAYC works with residents and merchants to increase public safety, improve neighborhood conditions, and expand economic opportunities in the community.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
May 30, 2017

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

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

**PRODUCER**  
HUB International Ins Service Inc Lic 0787776  
3000 Executive Parkway Ste 300  
San Ramon, Ca., 94583

<b>CONTACT NAME</b>	
<b>PHONE</b>	<b>FAX</b>
<b>Alt. No. Ext.</b>	<b>Alt. No.</b>
<b>EMAIL ADDRESS</b>	
<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURER A:</b> Great American Assurance Company	<b>NAIC#</b> 86344
<b>INSURER B:</b> Great American Alliance Ins Co	<b>NAIC#</b> 28832
<b>INSURER C:</b> Scottsdale Insurance Co	<b>NAIC#</b> 16580
<b>INSURER D:</b> Oak River Insurance Company	
<b>INSURER E:</b>	
<b>INSURER F:</b>	

**INSURED**  
East Bay Asian Youth Center  
2025 E 12th St.  
Oakland, Ca. 94608

**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.

FORM	TYPE OF INSURANCE	INSURANCE	POLICY NUMBER	POLICY PERIOD	POLICY PERIOD	LIMITS
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	PAC215313424	6/1/2017	6/1/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADVERTISING \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPOP AGG \$ 2,000,000 Sexual Abuse \$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS X HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		PAC215313424	6/1/2017	6/1/2018	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	X UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE		UMBS07038807	6/1/2017	6/1/2018	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
DED    RETENTIONS						
C	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in CA) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> Y <input checked="" type="checkbox"/> N	EAWC806496	6/1/2017	6/1/2018	X PER STATUTE <input type="checkbox"/> OTHER EL EACH ACCIDENT \$ 1,000,000 EL DISEASE - BA EMPLOYEE \$ 1,000,000 EL DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Oakland Unified School District . Board of Directors, officers, agents, employees and volunteers  
Insured with regard to General Liability per endorsement C92026 07/04

**CERTIFICATE HOLDER**  
Oakland Unified School District  
Attr. Risk Management  
1000 Broadway, Suite 440  
Oakland, Ca., 94607

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

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

**ADDITIONAL INSURED – DESIGNATED  
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**SCHEDULE**

<b>Name of Additional Insured Person(s) Or Organization(s)</b>
OAKLAND UNIFIED SCHOOL DISTRICT, BOARD OF DIRECTORS, OFFICERS, AGENTS, EMPLOYEES AND VOLUNTEERS
<small>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</small>

<b>Section II -- Who is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf.</b>	
<b>A. In the performance of your ongoing operations; or</b>	
<b>B. In connection with your premises owned by or rented to you.</b>	

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT-CALIFORNIA  
BLANKET BASIS**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

The additional premium for this endorsement shall be 2.00 % of the total policy premium otherwise due on such remuneration.

The minimum premium for this endorsement is \$ 350.00

**Schedule**

**Person or Organization**

**Job Description**

ALL ORGANIZATIONS FOR WHOM THE WAIVER OF SUBROGATION IS ISSUED

ALL CALIFORNIA OPERATIONS

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 6/1/2017

Policy No. EAWC806496

Endorsement No. 1

Insured EAST BAY ASIAN YOUTH CENTER (NON-PROFIT)

Premium \$

Insurance Company

Countersigned by

Oak River Insurance Company

WC 99 04 10A  
(Ed 07-07)



April 16<sup>th</sup> 2018

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

Dear Ms. Pena,

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

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

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

Sincerely,

Gianna Tran, MSW  
Deputy Executive Director  
East Bay Asian Youth Center



**MEMORANDUM OF UNDERSTANDING 2017-2018**  
**AMENDMENT ROUTING FORM**

**Basic Directions**

Services beyond the original MOU cannot be provided until the amendment has been fully approved and the Purchase Order amount, if applicable, has been increased by Procurement.

1. Agency and OUSD contract originator reach agreement on modification to original MOU.
2. Agency and OUSD contract originator complete an MOU amendment together.
3. If the MOU total amount has increased, OUSD contract originator creates new requisition.
4. OUSD contract originator submits amendment packet for approval within two weeks of creating the requisition.

When the MOU amendment is approved, Procurement will add additional funds to the original Purchase Order.

The Legal Department must review and approve all amendments that do not use the OUSD template MOU Amendment form.

**Agency Information**

Agency Name	East Bay Asian Youth Center		Agency's Contact Person	David Kakishiba	
Street Address	2025 East 12th Street		Title	Executive Director	
City	Oakland	State	CA	Telephone	510-533-1092
Zip Code	94606	OUSD Vendor Number	V012162	Email	junji@ebayc.org

- Attachments
- MOU amendment – (Includes Routing Form and Board Memo)
  - Amended Scope of work (Not Required if Amendment is only for a change in the funding source)
  - If additional consultants will be working on site, attach agency letter verifying additional consultants have met the Fingerprinting/Background Investigation and have a negative tuberculosis status.

**Compensation – Must be within OUSD Billing Guidelines**

Original MOU Amount	\$ 207,826.00	Original PO Number	P1803041
Amended MOU Amount	\$ 19,760.00	New Requisition Number	
New Total MOU Amount	\$ 227,586.00		

**Budget Information**

Resource #	Resource Name	Org Key #	Object Code	Amount
4124	21st CCLC		5825	\$ 19,760.00
			5825	
			5825	
			5825	

**OUSD Contract Originator Information**

Name of OUSD Contact	Julie McCalmont	Email	julie.mccalmont@ousd.org
Telephone	510-879-2709	Fax	510-879-4605
Site/Dept. Name	922/Community Schools Student Services Dept		

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

Additional services above original MOU amount cannot be provided before the amendment is fully approved and the Purchase Order amount has been increased by Procurement. Signing this document affirms that to your knowledge additional services were not provided before the amendment was approved.

- 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			5/22/18
2. Resource Manager, if applicable			5-22-18
3. Network or Regional Executive Officer			5-22-18
4. Cabinet (Chief / Deputy Chief)			
5. Superintendent or Board of Education			
Legal – Required if not standard MOU Amendment			
Procurement	Date Received		



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

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

**No Search Results**

<b>Board Office Use: Legislative File Info.</b>	
File ID Number	18-0684
Introduction Date	4/25/18
Enactment Number	18-0655
Enactment Date	4/25/18 er



**OAKLAND UNIFIED  
SCHOOL DISTRICT**  
*Community Schools, Thriving Students*

# Memo

**To** The Board of Education  
**From** Kyla Johnson-Trammell, Superintendent

**Board Meeting Date**  
*(To be completed by Procurement)* \_\_\_\_\_

**Subject** Memorandum of Understanding Amendment - 1  
East Bay Asian Youth Center Oakland CA (contractor, City State)  
118/Garfield Elementary School (site/department)

**Action Requested** Approval of the Amendment to the Memorandum of Understanding between Oakland Unified School District and East Bay Asian Youth Center. Services to be primarily provided to 118/Garfield Elementary School for the period of July 1, 2017 through August 17, 2018.

**Background**  
*A one paragraph explanation of why an amendment is needed.*  
 The After School Education and Safety (ASES) Program Grant 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. An amendment is needed for additional hours of professional development and prep time for the after school staff. Each after school Academic Mentor is given three additional hours per week to work on lesson planning, material preparation, team collaboration, and monthly professional support in youth work methods and program quality improvement.

**Discussion**  
*One paragraph summary of the amended scope of work.*  
 Approval by the Board of Education of Amendment No. 1 to the Memorandum of Understanding between the District and East Bay Asian Youth Center, Oakland, CA, for the latter to provide three (3) additional hours of service per week to work on lesson planning, material preparation, team support and collaboration, and monthly professional support in youth work methods and program quality improvement for the After School Program at Garfield Elementary School for the period of July 1, 2017 through August 17, 2018, in the amount of \$17,762.00, increasing the agreement from \$190,064.00 to an amount not to exceed \$207,826.00. All other terms and conditions of the contract remain in full force and effect.

**Recommendation** Approval of the Amendment to the Memorandum of Understanding between Oakland Unified School District and East Bay Asian Youth Center. Services to be primarily provided to 118/Garfield Elementary School for the period of July 1, 2017 through August 17, 2018.

**Fiscal Impact** Funding resource name (please spell out) \$010/After School Education and Safety (ASES) Grant not to exceed \$ 17,762.00

- Attachments**
- MOU Amendment
  - Copy of original MOU



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

**Legislative File ID No.** 18-0678

**Department:** 118/Garfield Elementary School

**Vendor Name:** East Bay Asian Youth Center

**Contract Term:** Start Date: 07/01/2017 End Date: 08/17/2018

**Annual Cost:** \$ 17,762.00

**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 by the OUSD Expanded Learning Office.

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

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

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

If No, answer the following:

1) How did you determine the price is competitive?

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

2) Please check the competitive bid exception relied upon:

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

<b>Board Office Use: Legislative File Info.</b>	
File ID Number	18-0684
Introduction Date	4/25/18
Enactment Number	18-0655
Enactment Date	4/25/18 er



**OAKLAND UNIFIED SCHOOL DISTRICT**  
Community Schools, Thriving Students

**AMENDMENT NO. 1 TO  
MEMORANDUM OF UNDERSTANDING**

The Oakland Unified School District (OUSD) and East Bay Asian Youth Center (Agency) entered into a Memorandum of Understanding (MOU) on July 1, 2017. The parties agree to amend that Agreement as follows:

1. **Services:**  The Funding Source has changed.  The scope of work has changed.  Additional Scope of Work Attached  
**If scope of work changed:** Provide the revised scope of work including description of expected final results, such as services, materials, additional sites to receive services, additional duties, and/or reports; attach additional pages as necessary.  
**Agency agrees to provide the following amended services:**

East Bay Asian Youth Center (EBAYC) will provide three (3) additional hours of service per week to work on lesson planning, material preparation, team support and collaboration, and monthly professional support in youth work methods and program quality improvement for the After School Program at Garfield Elementary School.

2. **Terms (duration):**  The term of the MOU is unchanged.  The term of the MOU has changed.  
**If term is changed:** The term of the MOU is extended by an additional \_\_\_\_\_ (days/weeks/months), and the amended expiration date is \_\_\_\_\_.

3. **Compensation:**  The compensation is unchanged.  The compensation has changed.  
**If the compensation is changed:** The MOU price is amended by:  
 Increase of \$ 17,762.00 to original MOU amount – Funding Source: After School Education and Safety (ASES) Grant  
 Decrease of \$ \_\_\_\_\_ to original MOU amount – Funding Source: \_\_\_\_\_  
The New Cumulative Amount of ISA(s) is not to exceed: Two Hundred Seven Thousand, Eight Twenty Six dollars (\$207,826.00).

4. **Remaining Provisions:** All other provisions of the MOU, and prior Amendment(s) if any, shall remain unchanged and in full force and effect as originally stated.

5. **Amendment History:**  There are no prior amendments to this MOU.  This MOU has previously been amended as follows:

No.	Date	General Description of Reason for Amendment	Amount of Increase (Decrease)
			\$
			\$
			\$

6. **Approval:** This MOU is not effective and no payment shall be made to Agency until it is approved. Approval requires signature by the Board of Education, and/or the Superintendent as their designee.

OAKLAND UNIFIED SCHOOL DISTRICT

Asma Ery 4/26/18

President, Board of Education Date  
 Superintendent

[Signature] 4/26/18  
Secretary, Board of Education Date

AGENCY

[Signature] 3/26/18  
Contractor Signature Date  
David K. Kishin, Executive Director  
Print Name, Title



**OUSD After School Programs 2017-18  
Scope of Work for ASES Grant Increase**

School Site: Garfield Elementary School      Lead Agency Partner: East Bay Asian Youth Center

Additional ASES grant dollars are intended to be used for the following primary purposes:

- Increase after school staff pay rates
- Provide additional hours of Professional Development and prep time to after school program staff
- Pay for additional critical after school staff

Please complete the table below to describe how the additional ASES grant dollars will be utilized to support your after school program staff. This summary should match additional allocations added to your revised after school budget. Only complete the rows relevant for your program site.

Purpose	Description
Increase after school staff pay rates	
Provide additional hours of Professional Development and prep time to after school program staff	<i>Each after school Academic Mentor is given three additional hours per week to work on lesson planning, material preparation, team collaboration, and monthly professional support in youth work methods and program quality improvement.</i>
Pay for additional critical after school staff	
Other	

Principal Signature:       Date: 9/5/17

Lead Agency Signature:       Date: 9/7/17

# 2017-18 AFTER SCHOOL BUDGET PLANNING SPREADSHEET

ELEMENTARY & MIDDLE SCHOOLS 02/2017

Site Name: Garfield Elementary School		ASES		OFBY Match Funds	Program Fees (if applicable)	Other Lead Agency Funds	
Site #: 118		%		Lead Agency	Lead Agency	Lead Agency	
Agency # of students to be served daily (ADA):		%		Lead Agency	Lead Agency	Lead Agency	
<b>TOTAL GRANT AWARD</b>		<b>245,454.30</b>		<b>90,870.00</b>	<b>5,000.00</b>	<b>0.00</b>	<b>0.00</b>
<b>FUNDING SOURCES, INTEREST, INDEBT, LEAD AGENCY, OUSD (2017)</b>							
<b>SCHEDULES</b>							
	OUSD Indirect (5%)	11,688.30					
	OUSD ASPO admin, evaluation, and training/technical assistance costs	15,293.10					
	Custodial Staffing and Supplies at 3.5%	7,846.55					
<b>TOTAL SITE ALLOCATION</b>		<b>210,828.35</b>					
<b>PERSONNEL REQUIREMENTS</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						
1120	Certificated Teacher Extended Contracts- math or ELA academic intervention (recommended for MS)					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	
	<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 (OUSD only, except for Summer Supplemental)	0.00				0.00	0.00
4310	Curriculum (OUSD only)	0.00				0.00	0.00
5829	Field Trips	0.00				0.00	0.00
4420	Equipment (OUSD only)	0.00				0.00	0.00
	Bus tickets for students						
	District professional development on district PD days (Bridging the Bay conference, Youth Work Methods trainings)		1,672.31				
	<b>Total books and supplies</b>	<b>0.00</b>	<b>1,672.31</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>CONTRACTED SERVICES</b>							
5825	Site Coordinator (list here if CBO staff) 1 staff/\$41.11/H/40H/40W	0.00	43,110.00	22,867.00			
5828	Literacy academic instructors (required for ES) 1 staff/\$20.30/H/22H/39W		17,418.00				
5825	Math academic instructors (required for ES) 1 staff/\$20.30/H/22H/39W	0.00	17,418.00				
5825	Academic Mentor 5 staff/\$20.30/H/25H/39W		98,862.50	5,282.00			

5825	Enrichment Facilitators/Reading Specialist 1 position/525/H/8.67H/W/39W		0.00	5,000.00			
5825	Subcontractors (please list each specific subcontracting agency) Superstars I (agency)		14,000.00				
5825	Program Assistant 1 position/525.74/H/30H/W/37W			26,991.00			
5825	Staff time to participate in Continuous Quality Improvement trainings and meetings (required)						
5825	Program Director - 1 staff/560.25/H/4H/W/40W		9,485.00				
5825	Activities			14,579.00			
5825	Facilities			2,483.00			
5825	Utilities			517.00			
5825	Telecommunications			207.00			
5825	Supplies & Services			826.00			
5825	Reprographics			621.00			
	Total services		0.00	200,393.50	81,885.00	0.00	0.00
<b>INDIRECT SERVICES:</b>							
						0.00	0.00
						0.00	0.00
	Total value of in-kind direct services					0.00	0.00
<b>LEAD AGENCY ADMINISTRATIVE EXPENSES:</b>							
	Lead Agency admin (4% max of total contracted \$)		5,860.54	9,005.00	5,000.00		0.00
<b>SUBTOTALS:</b>							
	<b>Subtotal DIRECT SERVICE</b>	0.00	<b>6,870.34</b>	<b>201,965.81</b>	<b>81,885.00</b>	<b>0.00</b>	<b>0.00</b>
	<b>Subtotal Admin/indirect</b>	12.00	<b>30,967.81</b>	<b>8,880.60</b>	<b>9,005.00</b>	<b>5,000.00</b>	<b>0.00</b>
<b>FOUNDS:</b>							
	Total budgeted per column		37,827.95	207,826.35	90,870.00	5,000.00	0.00
	Total BUDGETED	100.00	245,454.30	89,870.00	5,000.00	0.00	0.00
	BALANCE remaining to allocate		9.00				
	TOTAL GRANT AWARD ALLOCATION TO SITE		245,454.30				

**AGES MATCH REQUIREMENT:**

AGES requires a 3:1 match for every grant award dollar expended.

Total Match amount required for this grant: 81,815.10

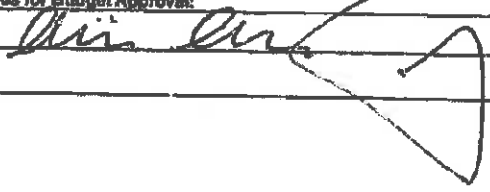
Facilities count toward 25% of this match requirement: 20,454.53

Remaining match amount required: 61,360.57

Match should be met by combined OPCY funds, other site funds, private dollars, and in-kind resources. This total equals: 0.00

Total Match amount left to meet: 61,360.57

**Required Signatures for Budget Approval:**

Principal:		Date: 9/5/17
Lead Agency:		Date: 9/7/17





**MEMORANDUM OF UNDERSTANDING 2017-2018**  
**AMENDMENT ROUTING FORM**

**Basic Directions**

Services beyond the original MOU cannot be provided until the amendment has been fully approved and the Purchase Order amount, if applicable, has been increased by Procurement.

1. Agency and OUSD contract originator reach agreement on modification to original MOU.
2. Agency and OUSD contract originator complete an MOU amendment together.
3. If the MOU total amount has increased, OUSD contract originator creates new requisition.
4. OUSD contract originator submits amendment packet for approval within two weeks of creating the requisition.

When the MOU amendment is approved, Procurement will add additional funds to the original Purchase Order.

The Legal Department must review and approve all amendments that do not use the OUSD template MOU Amendment form.

**Agency Information**

Agency Name	East Bay Asian Youth Center		Agency's Contact Person	Gianna Tran	
Street Address	2025 E. 12th Street		Title	Deputy Executive Director	
City	Oakland	State	CA	Telephone	510-533-1092, Ext. 27
Zip Code	94606	OUSD Vendor Number	V012162	Email	glanna@ebayc.org

**Attachments**

MOU amendment – (Includes Routing Form and Board Memo)

Amended Scope of work (Not Required if Amendment is only for a change in the funding source)

If additional consultants will be working on site, attach agency letter verifying additional consultants have met the Fingerprinting/Background Investigation and have a negative tuberculosis status.

**Compensation – Must be within OUSD Billing Guidelines**

Original MOU Amount	\$ 190,064.00	Original PO Number	P1803041
Amended MOU Amount	\$ 17,762.00	New Requisition Number	R0183374
New Total MOU Amount	\$ 207,826.00		

**Budget Information**

Resource #	Resource Name	Org Key #	Object Code	Amount
6010	ASES Grant	1751553401	5825	\$ 17,762.00
			5825	
			5825	
			5825	

**OUSD Contract Originator Information**

Name of OUSD Contact	Alicia Arenas	Email	Alicia.Arenas@ousd.org
Telephone	510-535-2860	Fax	510-535-2861
Site/Dept. Name	118/Garfield Elementary School		

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

Additional services above original MOU amount cannot be provided before the amendment is fully approved and the Purchase Order amount has been increased by Procurement. Signing this document affirms that to your knowledge additional services were not provided before the amendment was approved.

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

Please sign under the appropriate column.	Approved	Denied – Reason	Date
1. Site Administrator	<i>[Signature]</i>		3/26/18
2. Resource Manager, if applicable	<i>[Signature]</i>		3/29/18
3. Network or Regional Executive Officer			
4. Cabinet (Chief / Deputy Chief)	<i>[Signature]</i>		
5. Superintendent or Board of Education			
Legal – Required if not standard MOU Amendment			
Procurement	Date Received		

<b>Board Office Use: Legislative File Info.</b>	
File ID Number	17-1626
Introduction Date	8/23/17
Enactment Number	17254
Enactment Date	8/23/17 <i>ad</i>



**OAKLAND UNIFIED  
SCHOOL DISTRICT**  
*Community Schools, Thriving Students*

# Memo

**To** Board of Education

**From** Kyla Johnson-Trammell, Superintendent

**Board Meeting Date** August 23, 2017

**Subject** Memorandum of Understanding - East Bay Asian Youth Center (Contractor) - 118/Garfield Elementary School (site)

**Action Requested** Approval of a Memorandum of Understanding (MOU) between District and East Bay Asian Youth Center, for services to be provided primarily to Garfield Elementary School.

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

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

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

Approval by the Board of Education of a Memorandum of Understanding 2017-2018 between the District and East Bay Asian Youth Center, Oakland, CA, for the latter to serve as lead agency for program coordination, math intervention, homework support, student supervision and a variety of enrichment services for Garfield Elementary School's comprehensive After School Program for the period of July 1, 2017 through August 17, 2018, in the amount of \$190,064.00.

**Recommendation** Approval by the Board of Education of a Memorandum of Understanding (MOU) between the District and East Bay Asian Youth Center for the latter to provide Arts, Recreation, Leadership and Family Literary activities in its capacity as a Comprehensive After School Program Lead Agency at Garfield Elementary School for the period July 1, 2017 through August 17, 2018.

**Fiscal Impact** Funding Resource: 6010/After School Education and Safety (ASES) Grant in an amount not to exceed \$190,064.00.

**Attachments**

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



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

**Legislative File ID No.** 17-1626

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

**Vendor Name:** East Bay Asian Youth Center, Oakland, CA

**Contract Term:** Start Date: 7/1/2017 End Date: 8/17/2018

**Annual Cost:** \$ 180,064.00

**Approved by:** Julia Ma/Julie McCalmont

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

**Why was this Vendor selected?**

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

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

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

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

If No, answer the following:

1) How did you determine the price is competitive?

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

2) Please check the competitive bid exception relied upon:

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

**After School Template for Elementary and Middle Schools  
Memorandum of Understanding 2017-2018  
Between Oakland Unified School District and  
East Bay Asian Youth Center**

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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 East Bay Asian Youth Center ("AGENCY") to serve as the lead agency to provide after-school and/or summer educational programs and to serve a sufficient number of students and run services for a sufficient number of days to earn the core grant allocation of funding at 118/Garfield 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 July 1, 2017 through June 30, 2018 if AGENCY services do not include summer educational programs, and July 1, 2017 through August 17, 2018 if AGENCY services include providing summer educational programs. 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.** The ASESP and 21<sup>st</sup> CCLC grant award amount for East Bay Asian Youth Center is \$190,064.00. 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 (\$7.50 a day per student), not estimates, as those programs are "positive attendance based." OUSD reserves the right to modify the annual core allocation based on reported attendance. In the event that payments made to AGENCY exceed the reported attendance for the Core grant, the AGENCY will return payments to OUSD at the rate of \$7.50 a day per student. Documentation of attendance must be submitted through the OUSD/OFCY attendance systems in order for invoices for payment of services for the ASESP and 21st CCLC grants to be processed. Exhibit A (Attendance Reporting Schedule 2017-2018")
- 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 2017-2018 and will not exceed \$190,064.00 in accordance with Exhibit B. Exhibit B ("ASESP/21<sup>st</sup> CCLC Planning Tool/Comprehensive After School Program Budget for AGENCY 2017-2018").
- 4.6. **Modifications to Budget.** Any modifications to the approved grant budget must be approved by OUSD, AGENCY, and CDE before expenditures of funds for modified line items are authorized. Except as expressly set forth herein, OUSD shall not be liable to AGENCY for any costs or expenses paid or incurred by AGENCY in performing services for OUSD. The granting of any payment by OUSD, or the receipt thereof by AGENCY, shall in no way lessen the liability of AGENCY to correct

unsatisfactory work, although the unsatisfactory character of that work may not have been apparent or detected at the time a payment was made. Work, which does not conform to the requirements of this Agreement, may be rejected by OUSD and in that case must be replaced by AGENCY without delay.

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

5. **Scope of Work.** AGENCY will serve as lead agency at 118/Garfield Elementary School, will be responsible for operations and management of the ASEP, 21<sup>st</sup> CCLC, OFCY, and private grants contracted to AGENCY by OUSD for fiscal year 2017-2018. 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 118/Garfield 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 submit corresponding CQI deliverables to the After School Programs Office on a timely basis:

- 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
- year-end self-assessment and 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).

Agency staff are also required to participate in corresponding CQI trainings 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 K through 5<sup>th</sup> grade students at 118/Garfield 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 2017 – 2018 school year. AGENCY will close the ASEP and 21<sup>st</sup> CCLC program no more than a maximum of 3 days in the 2017-2018 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 118/Garfield Elementary School. AGENCY acknowledges and agrees to provide programming consistent with grant guidelines including, but not limited to:

- **Educational and Literacy.** An educational and literacy element that must provide tutoring and/or homework assistance designed to help students meet state standards in one or more of the following core academic subjects: reading/language arts, mathematics, history and social studies, or science. A broad range of activities may be implemented based on local student needs and interests.
- **Enrichment.** The enrichment element must offer an array of additional services, programs and activities that reinforce and complement the school's academic program. Enrichment may include but is not limited to arts, youth development, leadership, recreation, sports, music, career awareness, college interest, service learning and other youth development activities based upon student needs and interests. All programs must offer both enrichment and recreation/physical fitness activities as core components of the after school program and summer program.
- **Family Literacy Services.** In all programs receiving 21<sup>st</sup> CCLC grant funds, AGENCY shall assess the need for family literacy services among adult family members of the students to be served by the program. All programs will, at a minimum, either refer families to existing services or coordinate with local service providers to deliver literacy and educational development services.
- **Equitable Access Programming.** AGENCY shall include a component for students at 118/Garfield 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.
- **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/OCY attendance systems and maintaining required attendance records utilizing the OUSD/OCY 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 118/Garfield 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 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 after school and summer program or subcontractors shall ensure compliance with all state laws and may transport by the use of its own equipment, contract to provide transportation or arrange transportation by the use of other equipment to enrolled after school and summer participants provided that: (A) parent/guardians' written permission has been obtained in advance; (B) After School Program Coordinator and/or Summer Program Coordinator has confirmed that: transportation arrangements are safe and appropriate; (C) all drivers have valid California driver's license; (D) all drivers have received fingerprint clearance; (E) provided that such transport is covered under driver or registered owner's personal automobile insurance or AGENCY automobile liability insurance policy for at least \$100,000 per individual and \$300,000 per occurrence for liability for bodily injury; and \$50,000 per occurrence for liability for property damage; (F) all drivers and registered owners of private or rented vehicles used shall complete and sign declaration of driver forms assuring that: (i) the driver is at least 21 years of age and holds a current valid California driver's license;(ii) the driver has not been convicted of reckless driving or driving under the influence of drugs or alcohol within the past five years; and (iii) the driver provides proof of sufficient insurance; (G) if 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 2017-2018. 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 ASEP and 21<sup>st</sup> Century Grants.** For services rendered related to the ASEP and 21st CCLC grants, OUSD shall pay AGENCY, on a monthly basis, for appropriately documented expenses related to the ASEP and 21ST CCLC grants, with a cumulative total for 2017-2018 not to exceed \$190,064.00 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 ASEP 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 2017-2018 fiscal year to reflect additional changes resulting from such legislation.
11. **Conduct of Consultant**



- 11.1. **Child Abuse and Neglect Reporting Act.** AGENCY will provide at its own expense sufficient Mandated Reporter training to all AGENCY staff, agents and volunteers at least annually within their first month working with OUSD students and comply with the Child Abuse and Neglect Reporting Act (CANRA) guidelines as Mandated Reporters to report suspicions of possible child abuse to the appropriate reporting agency as stated in California Penal Code § 11164 – 11174.
- 11.2. **Staff Requirements.** AGENCY will adhere to the following staff requirements for each AGENCY “agent”, including employees, staff of subcontracting agencies, and volunteers. AGENCY will provide OUSD with evidence of staff qualifications, consistent with invoicing requirements outlined in Section 8.3 which include:
- 11.2.1. **Tuberculosis Screening.** Current documentation of negative TB Test (PPD) on file for each AGENCY agent working with students.
- 11.2.2. **Fingerprinting of Agents.** Current California Department of Justice (CDOJ) fingerprint clearance and FBI fingerprint clearance for each AGENCY agent working with students. AGENCY shall not permit its agents to come into contact with students until CDOJ and FBI clearance is ascertained, and AGENCY shall certify in writing to OUSD that none of its agents who may come into contact with pupils have been convicted of a violent or a serious felony. AGENCY shall further certify that it or its subcontracting agencies have received and reviewed fingerprint results for each of its agents, and Agency or its subcontracting agencies shall request and review subsequent arrest records for all agents who may come into contact with OUSD pupils in providing services to the District under this Agreement.
- 11.2.3. **Minimum Qualifications.** AGENCY staff and agents who directly supervise students and are included in the 1:20 staff to student ratio must meet the following minimum qualifications for an instructional aide: a high school diploma or its equivalency and one of the following: (a) an AA degree; or completion of 48 semester units in college; or (b) successful completion of the Instructional Assistant exam, administered by the Alameda County Office of Education. In addition, AGENCY shall provide at its own expense, First Aid and CPR Training to sufficient AGENCY staff to ensure that no less than 2 AGENCY staff members with current First Aid and CPR Training are present on site during the program each day. 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.
- 11.3. **Removal of Staff.** In the event that OUSD, in its sole discretion, at any time during the term of this MOU, desires the removal of any AGENCY related persons, employee, representative or agent from OUSD school site and/or property, AGENCY shall immediately upon receiving notice from OUSD of such desire, cause the removal of such person or persons. In the event OUSD requests the removal of any AGENCY related persons, employee, representative or agent from OUSD school site and/or property, the OUSD site administrator shall provide to the AGENCY written, supporting rationale for the decision. OUSD After School Program Office, after conferring with Legal and the Executive Officer supporting the site, shall decide, taking all the facts and circumstances into account, if AGENCY may reassign an employee or agent to another OUSD site. Prior to the removal or change of any AGENCY staff member who is a regular part of the after school program, AGENCY shall inform the Site Administrator with as much notice as possible, and will work with the Site Administrator to ensure a smooth transition in staffing.
- 11.4. **Conflict of Interest.** AGENCY shall abide by and be subject to all applicable OUSD policies, regulations, statutes or other laws regarding conflict of interest. OUSD shall be permitted to hire an officer or employee of AGENCY for OUSD services in connection with or unrelated to this Agreement and AGENCY shall be permitted to hire any officer or employee of OUSD to perform any service by this Agreement, provided that the agreement attached hereto as Exhibit J is fully executed prior to the performance of any services by the officer or employee. AGENCY affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between AGENCY's family, business or financial interest and the services provided under this MOU, and in the event of change in either

private interest or services under this MOU, any question regarding possible conflict of interest which may arise as a result of such change will be brought to OUSD's attention in writing.

- 11.5. **Drug-Free / Smoke Free Policy.** AGENCY understands that OUSD does not permit drugs, alcohol, and/or smoking at any time in any buildings and/or grounds on OUSD property. AGENCY agrees to adhere to this policy for its students, staff, visitors, employees and or subcontractors.
- 11.6. **Non-Discrimination.** Consistent with the policy of OUSD 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).
- 11.7. **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.
- 11.8. **Restorative Justice (RJ) and Positive Behavioral Interventions and Supports (PBIS).** As a part of the District's commitment to eliminate disproportionality in discipline affecting African American male students, the District has initiated Restorative Justice and PBIS programs at many school sites. AGENCY is encouraged to learn more about these programs at school sites and work with District Staff to implement programs in the after school programs that support positive school climate.
12. **Indemnification.** AGENCY shall indemnify, hold harmless and defend OUSD and each of its officers, officials, employees, volunteers and agents from any loss, liability, audit fines, assessments, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by OUSD, AGENCY or any other person and from any claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of performance of this MOU. AGENCY's obligations under the preceding sentence shall apply jointly and severally regardless of whether OUSD or any of its officers, officials, employees, volunteers or agents are actively or passively negligent, but shall not apply to any loss of liability, fines, penalties, forfeitures, costs or damages caused solely by the active negligence or by the willful misconduct of OUSD. If AGENCY should subcontract all or any portion of the work or activities to be performed under this MOU, AGENCY shall require each subcontractor to indemnify, hold harmless and defend OUSD, its officers, officials, employees, volunteers or agents in accordance with the terms of the preceding paragraph.
13. **Insurance.** Throughout the life of the MOU, AGENCY shall pay for and maintain in full force and effect with an insurance company(s) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A/VI" in Best Insurance Rating Guide, the following policies of insurance:
  - 13.1. **Commercial General Liability** insurance which shall include contractual, products and completed operations, corporal punishment and sexual misconduct and harassment coverage, and bodily injury

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

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

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

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

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

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


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

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

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

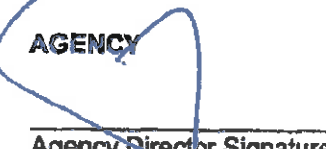
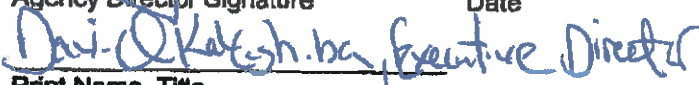
OAKLAND UNIFIED SCHOOL DISTRICT

 8/24/17  
Date  
 President, Board of Education  
 State Administrator  
 Superintendent

 8/24/17  
Date  
Secretary,  
Board of Education

 7/31/17  
Date  
Deputy Chief  
Community Schools and Student Services Dept.

AGENCY

 6/13/17  
Date  
Agency Director Signature  
  
Print Name, Title

**Attachments:**

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

  
Principal

6/12/17  
Date

  
Network Superintendent

6/21/17  
Date

  
Deputy Superintendent  
Academic Social Emotional Learning

7/31/17  
Date

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 May, 2017*

**Exhibit A**

**Attendance Reporting Schedule**

<b>Cleveland 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, 2017	August 10, 2017
August 1 - August 30, 2017	September 8, 2017
September 1-30, 2017	October 10, 2017
October 1-30, 2017	November 9, 2017
November 1-30, 2017	December 8, 2017
December 1-31, 2017	January 10, 2018
January 1-31, 2018	February 9, 2018
February 1-28, 2018	March 9, 2018
March 1-31, 2018	April 10, 2018
April 1-30, 2018	May 10, 2018
May 1-31, 2018	June 8, 2018
June 1-30, 2018	June 15, 2018

**Exhibit B**

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

*(Template distributed separately)*

**INSERT HERE**

# 2017-18 AFTER SCHOOL BUDGET PLANNING SPREADSHEET

ELEMENTARY & MIDDLE SCHOOLS 7/7/2017

Site Name	Site #	ASES	OFCY Match Funds	Program Fees (if applicable)	Other Lead Agency Funds
Garfield Elementary School	118				
Number of students to be served daily (ADA)		%	%	%	%
<b>TOTAL GRANT AWARD</b>		224,775.00	96,870.00	5,000.00	0.00
<b>CENTRAL COSTS: INDIRECT, ADMIN, EVAL, PD, CONSULTING, SUPPLIES</b>					
OUSD Indirect (5%)		10,703.57			
OUSD ASPO admin, evaluation, and training/technical assistance costs		14,004.87			
Contractual Staffing and Supplies at 2.5%		7,002.34			
<b>TOTAL SITE ALLOCATION</b>		193,064.42			
<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
Total certificated		2,500.00			0.00
<b>CLASSIFIED PERSONNEL</b>					
2205	Site Coordinator (list here, if district employee)	0.00	0.00		0.00
2220	SSO (optional)	0.00			0.00
		0.00			0.00
Total classified		0.00	0.00		0.00
<b>BENEFITS</b>					
3000's	Employee Benefits for Certificated Teachers on Extended Contract (benefits at 20%)	500.00			
3000's	Employee Benefits for Classified Staff on Extra Time/Overtime (benefits at 22%)	0.00			
3000's	Employee Benefits for Salaried Employees (benefits at 42%)	0.00			
3000's	Lead Agency benefits (rate: 25%)		0.00		
Total benefits		500.00	0.00		0.00
<b>BOOKS AND SUPPLIES</b>					
4310	Supplies (OUSD only, except for Summer Supplemental)	0.00			0.00
4310	Curriculum (OUSD only)	0.00			0.00
5828	Field Trips	0.00			0.00
4420	Equipment (OUSD only)	0.00			0.00
	Bus tickets for students				
	District professional development on district PD days (Bridging the Bay conference, Youth Work Methods trainings)		500.00		
Total books and supplies		0.00	500.00	0.00	0.00
<b>CONTRACTED SERVICES</b>					
5825	Site Coordinator (list here if CBO staff) 1 staff/341.11H/40H/40W	0.00	43,110.00	22,667.00	
5825	Literacy academic instructors (required for ES) 1 staff/320.30H/22H/39W		17,418.00		
5825	Math academic instructors (required for ES) 1 staff/320.30H/22H/39W	0.00	17,418.00		
5825	Academic Mentor 5 staff/820.30H/22H/39W		82,786.83	5,282.00	

5825	Enrichment Facilitator/Reading Specialist 1 position/\$25,100.00/H/33W			0.00	6,000.00			
5825	Subcontractors (please list each specific subcontracting agency) Superstars Literacy			14,000.00				
5825	Program Assistant 1 position/\$26,740.00/H/33W				28,681.00			
5825	Staff time to participate in Continuous Quality Improvement trainings and meetings (required)							
5825	Program Director - 1 staff/\$8,280.00/H/40W			9,485.00				
5825	Activities				14,579.00			
5825	Facilities				2,485.00			
5825	Utilities				517.00			
5825	Telecommunications				207.00			
5825	Supplies & Services				828.00			
5825	Reprographics				621.00			
	Total services			9.00	184,197.51	51,865.00	0.00	0.00

**IN-KIND DIRECT SERVICES**

							0.00	0.00
							0.00	0.00
	Total value of in-kind direct services						0.00	0.00

**LEAD AGENCY ADMINISTRATIVE COSTS**

	Lead Agency admin (4% max of total contracted \$)			\$,365.79	3,005.00	5,000.00		0.00
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**SUBTOTALS**

	Subtotals DIRECT SERVICE	95.00	6,361.12	184,697.63	#DIV/0!	81,865.00	0.00	0.00
	Subtotals Admin/Indirect		28,349.46	5,388.79	#DIV/0!	9,005.00	5,000.00	0.00

**TOTALS**

	Total budgeted per column		34,710.58	190,084.42		90,870.00	5,000.00	0.00
	Total BUDGETED	100.00	224,775.00		#DIV/0!	90,870.00	5,000.00	0.00
	BALANCE remaining to allocate		0.00					
	TOTAL GRANT AWARDS/ALLOCATION TO SITE		224,775.00					

**ASES MATCH REQUIREMENT:**

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

Total Match amount required for this grant:	74,925.00
Facilities count toward 25% of this match requirement:	18,731.25
Remaining match amount required:	56,193.75
Match should be met by combined OFCY funds, other state funds, private dollars, and in-kind resources. This total equals:	0.00
Total Match amount left to meet:	56,193.75



**Required Signatures for Budget Approval:**

Principal:		Date:	4/20/17
Lead Agency:		Date:	4/20/17



**OUSD After School Programs  
 ASES and 21<sup>st</sup> Century Community Learning Center (21<sup>st</sup> CCLC) After School Program Plan  
 Elementary Schools  
 2017 - 2018**

**SECTION 1: School Site Information**

School Site: Garfield Elementary School	Lead Agency: East Bay Asian Youth Center
Principal Signature: 	Lead Agency Signature: 
After School Site Coordinator Name (if known at this time): Nikita Williams	Date: April 17, 2017
Name of After School Program: EBAYC@Garfield	

**SECTION 2: PROGRAM OPERATIONS: Average Daily Attendance, Program Dates, Minimum Days**

To be compliant with grant requirements, the after school program must commence immediately upon the conclusion of the regular day, operate a minimum of 3 hours/day, 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.*

Projected Daily Attendance during School Year 2017-2018	160
First Day of Program Operations for the 2017-18 school year	August 21, 2017
Last Day of Program Operations for the 2017-18 school year	Monday June 4, 2018
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.	TBD

**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 2017-2018 <i>*School should provide lead agency with a calendar of minimum days before the 1st day of school.</i>	58
Describe funding plan to operate program on the minimum days indicated above, including additional school resources (if any).	The after school program can absorb extra staff hours for the 37 regular minimum days in the school year. However, any additional minimum days is not accounted for in the budget. We would like the school to assist us in developing a strategy to support the after school staff's increased work hours on the additional minimum days. Garfield currently holds 21 additional minimum days which amounts to approximately \$5,376 (21 days at \$256 per day which is 2 hours x 8 staff x \$16an hour)
Please note that the ASES grant from CDE does 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?	The school administration will explore available funds to address the shortfall.
<b>SECTION 3: Program Model and Lead Agency Selection</b>	
For 2017-2018, my site will operate the following program model:	
<input checked="" type="checkbox"/> <b>Traditional After School:</b> <i>voluntary program open to all students, with enrollment priorities targeting certain students</i> <input type="checkbox"/> <b>Extended Day Program:</b> <i>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)</i> <input type="checkbox"/> <b>Blended/Hybrid:</b> <i>combination of some extended day and some traditional after school programming</i>	
<b>Description and Rationale for Selection of Lead Agency</b>	
Describe how the selected Lead Agency partner will support the school's plans for Full Service Community School development.	
EBAYC is non-profit community-building organization dedicated to supporting young people to be safe, smart, and socially responsible. EBAYC	

provides a continuum of integrated support services to a racially and culturally diverse membership of 2,000 children, youth, and young adults in Oakland’s San Antonio, Eastlake, and Chinatown neighborhoods. Our services – Expanded Learning, Case Management, and Parent Engagement – result in higher school attendance rates, lower school suspension rates, and lower incarceration rates. Our services are provided in partnership with 15 neighborhood public schools – Oakland High School, Roosevelt Middle School, Frick Middle School, Edna Brewer Middle School, Urban Promise Academy, Garfield Elementary School, Franklin Elementary School, Lincoln Elementary School, Manzanita Community School, Bella Vista Elementary School, La Escuelita K-8 School, Cleveland Elementary School, Dewey Academy, Metwest High School, Oakland International High School – and the Alameda County Probation Department.

EBAYC organizes families to build relationships with one another across race and culture to improve the quality of neighborhood life. We authored and co-led the Oakland’s Kids First Initiative, the landmark 1996 ballot measure requiring the City of Oakland to allocate 3% of its annual unrestricted revenue for children and youth services. We organized residents to close down the notorious National Lodge Motel on 17<sup>th</sup> Avenue & International Boulevard. Most recently, we co-authored and co-led the successful campaign to pass the College & Career Readiness for All Act of 2014, California’s first local parcel tax dedicated to providing high-quality career pathways for every high school student in Oakland’s district and charter-operated high schools.

EBAYC manages an annual operating budget of \$5 million and employs over 100 individuals, of whom the vast majority are Oakland natives, neighborhood residents, and program alumni. We are Oakland’s only youth development organization that has the professional capacity to effectively communicate with and serve Spanish, Cantonese, Vietnamese, Lu-Mien, Khmer, and Tagalog speaking families.

**SECTION 4: SCHOOL PRIORITIES AND GOALS IN SPSA**

In collaboration with school leadership, review the school’s priorities and goals listed in its 2017-18 SPSA school site plan. All after school programs are expected to support the school’s goals for: 1) Culture and Climate and 2) Family and Student Engagement

Additionally, identify at least 1 other priority area from the list below that your afterschool program will intentionally support. For each of the priority area marked below, fill in the specific priority and multi-year goal from the school’s SPSA plan.

<b>(Select at least 1 additional priority)</b>	<b>Priority Area</b>	<b>Specific Priority (as written in SPSA)</b>	<b>Multi-Year Goal (as written in SPSA)</b>
x	English Language Arts	Literacy	Increase by 10 percentage points the percent of students (3rd-5th grade) reading at or above grade level as measured by SRI.

	Mathematics			
X	Culture and Climate (required)	Culture & Climate	Garfield will show an increase by 10% in student culture and climate based on the California Healthy Kids Survey.	
X	Family and Student Engagement (required)	Family Engagement	We want to see a 10% increase in parent/family attendance in our Academic Parent Teacher Team (APTT) Meetings.	
X	Additional Priority Area (if any) identified in school's SPSA plan: (Specify: English Language Development)	ELD	Increase by 10% the rate of reclassification.	
<b>PROGRAM ACTIVITIES ALIGNED TO SPSA GOALS</b>				
Fill out the following matrix for the school priority areas marked above. Describe the activities your program will offer to support the school priority areas selected above.				
Priority Area	Describe the after school activities that will support this school priority/goal	Target Population	Measurable Outcomes	Frequency & Schedule (hrs/wk)
English Language Arts	Use of after school program office Literacy curriculum	African American students , students that are multiple years behind and approaching grade level	Increase by 10 percentage points the percent of students (3rd-5th grade) reading at or above grade level as measured by SRI. Reach goal is 15% increase.	1 hour weekly for 36 weeks
	Guided Level Reading built into the Homework Center	African American students , Students that are multiple years behind and approaching grade level	Increase by 10 percentage points the percent of students (3rd-5th grade) reading at or above grade level as measured by SRI. Reach goal is 15% increase.	4 hours weekly for 36 weeks
	Implement Lightsail, an online application that supports the students with guided level reading	4th and 5th students	Increase by 10 percentage points the percent of students (3rd-5th grade) reading at or above grade level as measured by SRI. Reach goal is 15% increase.	4 hours weekly for 36 weeks

	Implement Reading buddies systems for upper and lower track students working with each other on guided level reading.	African American students , As well as students that are multiple years behind and approaching grade level	Increase by 10 percentage points the percent of students (3rd-5th grade) reading at or above grade level as measured by SRI. Reach goal is 15% increase. Book fair	1 hour weekly for 15 weeks
<b>Mathematics</b>				
<b>School Culture and Climate (required)</b>	Students will have more scheduled time for enrichment. Students will be able to participate in enrichment classes that support with school day culture and climate with sports, nutrition and SEL skill building.	All ASP students	Garfield will show an increase by 10% in student culture and climate based on the California Healthy Kids Survey.	1 hour, 3 days a week for 18 weeks with 6 week cycles in each enrichment class
	Implement Building Intentional Communities (BIC)	All ASP students	85% of students will report being able to resolve conflicts better using the Talk it Out method. All student will be able to lead BIC lessons.	2 hours week for 32 weeks
	Embed SEL strategies into all session We will provide activities to promote team building and social emtional learning.	All ASP students	Garfield will show an increase by 10% in student culture and climate based on the California Healthy Kids Survey.	daily 180 days
<b>Family &amp; Student Engagement</b>	Targeted outreach to ASP parents for the Academic Parent and Teacher Team (APTT) and One to Ones	African American students , students that are multiple years	85% participation of ASP parents In the Focused Five (APTT and One to One	As needed for meetings

<b>(required)</b>		behind and approaching grade level	meetings)	
	Working with teachers for scheduling and supporting outreach methods	African American students , students that are multiple years behind and approaching grade level	We want to see a 10% increase in parent/ family attendance in our Academic Parent Teacher Team (APTT) Meetings.	As needed for meetings
	Family Engagement night events	All students	We would like to support families in engaging in student and parent reading and math workshops	
<b>Additional Priority (specify: ELD)</b>	Identify and Implement two Guided Language Acquisition Design (GLAD) strategies: <ul style="list-style-type: none"> <li>● Focus/Motivation</li> <li>● Guided Oral Practice (practice of key vocabulary and language objectives)</li> </ul> <p>ELD Coach will also provide training for staff on GLAD strategies.</p>	ELL, Newcomers	All newcomers and ELL children will matriculate to the next grade level by the end of the school year.  All staff will be effectively embed GLAD strategies in their instruction.	2 hours weekly for 26 weeks
	Program Director will collaborate with ELD Coach to identify and progress monitor students on track for reclassification	ELL, Newcomer	Increase by 10% the rate of reclassification.	Monthly
	Track pages read and reading goals of ELL and Newcomer students	ELL, Newcomer	Increase by 10% the rate of reclassification.	Weekly

**SECTION 5: OUSD STRATEGIC TARGETS**  
The following are targets in 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 2017-18 school year.

District Strategic Target	Describe the ASP activities that will support this district strategic target	Target Population	Measurable Outcomes	Frequency/Schedule (hrs/wk)
By 2020, 85% of 3rd graders will be reading on grade level	Guided Reading during Homework Center	African American students , students that are multiple years behind and approaching grade level	Increase by 10 percentage points the percent of students (3rd-5th grade) reading at or above grade level as measured by SRI. Reach goal is 15% increase.	1 hour a day for 4 days a weeks
	Building in Reasoning, supporting arguments	ELL students , students that are multiple years behind and approaching grade level	Increase by 10 percentage points the percent of students (3rd-5th grade) reading at or above grade level as measured by SRI. Reach goal is 15% increase.	Daily

#### **SECTION 6: ADDITIONAL ACADEMICS**

Use this section to list any other academic program activities *not already listed in Sections 4 and 5 above* that will be offered.

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

Please include the following OUSD After School requirements, if not already listed above:

##### **Required Elementary Academic Programming:**

- 1 hour of literacy instruction per week for all students and
- 1 hour of math instruction per week for all students

(Curriculum and PD will be provided by OUSD or can be provided by school site.)

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

Description of program/activity	Target Population	Academic Support (choose one)	SPSA goal(s) or school need supported by activity	Measurable Outcomes	Frequency (hrs/week; # of weeks)
Homework Assistance: Reading Club with Guided Level Reading; Math Club with ST Math; and Worksheets	All ASP students	<input type="checkbox"/> Academic Skill Building <input type="checkbox"/> ASP Literacy curriculum <input type="checkbox"/> ASP Math curriculum <input type="checkbox"/> ELL Language develop. <input checked="" type="checkbox"/> Homework Support <input type="checkbox"/> Targeted Intervention or Instruction by Cred. Teacher <input type="checkbox"/> Tutoring	Literacy/Math	Increase by 10 percentage points the percent of students (2nd-5th grade) reading at or above grade level as measured by SRI.  Garfield scholars will build math proficiency, as measured by Garfield scholars completing 75% of the STmath curriculum	Reading for 30 min sessions a week for 36 weeks  Math for 30 min sessions a week for 36 weeks
Math Instruction using district ASP curriculum	All ASP students	<input type="checkbox"/> Academic Skill Building <input checked="" type="checkbox"/> ASP Math curriculum <input type="checkbox"/> Literacy curriculum <input type="checkbox"/> ASP Math curriculum <input type="checkbox"/> ELL Language develop. <input type="checkbox"/> Homework Support <input type="checkbox"/> Targeted Intervention or Instruction by Cred. Teacher <input type="checkbox"/> Tutoring	Academic support	65% of students will increase 10% or more on SMI	1 hour weekly for 36 weeks
Literacy Instruction using district ASP curriculum	All ASP students	<input type="checkbox"/> Academic Skill Building <input checked="" type="checkbox"/> ASP Literacy curriculum <input type="checkbox"/> ASP Math curriculum <input type="checkbox"/> ELL Language develop.	Literacy	65% of students will increase 10% or more on SRI	1 hour weekly for 36 weeks



		<input type="checkbox"/> Homework Support <input type="checkbox"/> Targeted Intervention or Instruction by Cred. Teacher <input type="checkbox"/> Tutoring			
		<input type="checkbox"/> Academic Skill Building <input type="checkbox"/> ASP Literacy curriculum <input type="checkbox"/> ASP Math curriculum <input type="checkbox"/> ELL Language develop. <input type="checkbox"/> Homework Support <input type="checkbox"/> Targeted Intervention or Instruction by Cred. Teacher <input type="checkbox"/> Tutoring			

**SECTION 7: ENRICHMENT & PHYSICAL ACTIVITY / RECREATION**

Please list any additional enrichment activities your program will offer, that are not already listed in Sections 4, 5, and 6 above.

Enrichment activities and physical activity/recreation are required components of the ASES and 21<sup>st</sup> Century grants. Enrichment activities can provide students with the opportunity to apply their classroom learning in a real, hands-on way. Enrichment activities should intentionally and creatively build skills that support students' success in school and in life. Enrichment activities often support school goals for health and wellness, positive school climate, STEM, arts learning, and student engagement.

Description of Program/ Activity	Rationale	SPSA goal(s) or school need supported by activity	Target Population & Frequency (hrs/week; # of weeks)	Targeted Skills	Measurable Outcome
Science	x Student Identified x School Identified x Parent Identified <input type="checkbox"/> Other (specify)	Skill building	2 hours a week for 36 weeks	<input type="checkbox"/> Academic skill develop. <input type="checkbox"/> Arts learning x College/Career Readiness x Health and Wellness x Social/Emotional Learning x STEM/Technology x Youth Leadership	80% of students will report interest in a science- based career.
Organized Physical Activities	x Student Identified <input type="checkbox"/> School Identified <input type="checkbox"/> Parent Identified x Other (Lead Agency )	Physical	All ASP students, one hour per day	<input type="checkbox"/> Academic skill develop. <input type="checkbox"/> Arts learning <input type="checkbox"/> College/Career Readiness x Health and Wellness <input type="checkbox"/> Social/Emotional Learning <input type="checkbox"/> STEM/Technology <input type="checkbox"/> Youth Leadership	80% of students will report being more physically active

Theater and performance	<input checked="" type="checkbox"/> Student Identified <input checked="" type="checkbox"/> School Identified <input checked="" type="checkbox"/> Parent Identified <input type="checkbox"/> Other (specify)	Skill building	6 weeks of practice  Weekly for 36 weeks	<input type="checkbox"/> Academic skill develop. <input checked="" type="checkbox"/> Arts learning <input type="checkbox"/> College/Career Readiness <input type="checkbox"/> Health and Wellness <input type="checkbox"/> Social/Emotional Learning <input type="checkbox"/> STEM/Technology <input type="checkbox"/> Youth Leadership	All students will be able to recite a poem, sing, skit or plays
Building Intentional Communities	<input checked="" type="checkbox"/> Student Identified <input checked="" type="checkbox"/> School Identified <input checked="" type="checkbox"/> Parent Identified <input type="checkbox"/> Other (specify)	Skill building	6 weeks of practice  Weekly for 36 weeks	<input type="checkbox"/> Academic skill develop. <input checked="" type="checkbox"/> Arts learning <input checked="" type="checkbox"/> College/Career Readiness <input type="checkbox"/> Health and Wellness <input checked="" type="checkbox"/> Social/Emotional Learning <input type="checkbox"/> STEM/Technology <input checked="" type="checkbox"/> Youth Leadership	85% of students will report being able to lead a Building Intentional Community Lesson and have a clear understanding of how the School Aged Program Quality Assessment align with the BIC river guide
College and Career Awareness	<input checked="" type="checkbox"/> Student Identified <input checked="" type="checkbox"/> School Identified <input checked="" type="checkbox"/> Parent Identified <input type="checkbox"/> Other (specify)	Skill building	6 weeks of practice  Weekly for 36 weeks	<input type="checkbox"/> Academic skill develop. <input type="checkbox"/> Arts learning <input checked="" type="checkbox"/> College/Career Readiness <input type="checkbox"/> Health and Wellness <input type="checkbox"/> Social/Emotional Learning <input type="checkbox"/> STEM/Technology <input type="checkbox"/> Youth Leadership	80% of students will report interest in a College- based career
Sports programs: First tee golf , Street Soccer and Flag Football	<input checked="" type="checkbox"/> Student Identified <input checked="" type="checkbox"/> School Identified <input type="checkbox"/> Parent Identified <input checked="" type="checkbox"/> Other (Lead Agency)	Skill building	3 hours a week for 6 weeks  3 hours a week for 6 weeks	<input checked="" type="checkbox"/> Academic skill develop. <input type="checkbox"/> Arts learning <input type="checkbox"/> College/Career Readiness <input checked="" type="checkbox"/> Health and Wellness <input checked="" type="checkbox"/> Social/Emotional Learning <input type="checkbox"/> STEM/Technology <input checked="" type="checkbox"/> Youth Leadership	85% of students will report being more physically active  To increase knowledge in soccer as well as build on team building skills
Art	<input checked="" type="checkbox"/> Student Identified	Skill building	3 hours a week	<input type="checkbox"/> Academic skill develop.	85% of students will

	<input type="checkbox"/> School Identified <input checked="" type="checkbox"/> Parent Identified <input type="checkbox"/> Other (specify)		for 6 weeks	<input checked="" type="checkbox"/> Arts learning <input type="checkbox"/> College/Career Readiness <input checked="" type="checkbox"/> Health and Wellness <input checked="" type="checkbox"/> Social/Emotional Learning <input type="checkbox"/> STEM/Technology <input checked="" type="checkbox"/> Youth Leadership	report being able to better express feelings and ideas through art.
Cooking		Skill building	3 hours a week for 6 weeks	<input checked="" type="checkbox"/> Academic skill develop. <input type="checkbox"/> Arts learning <input type="checkbox"/> College/Career Readiness <input checked="" type="checkbox"/> Health and Wellness <input checked="" type="checkbox"/> Social/Emotional Learning <input type="checkbox"/> STEM/Technology <input checked="" type="checkbox"/> Youth Leadership	85% of students will report being able to prepare healthy recipes

**SECTION 8: 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. For 21<sup>st</sup> Century grantees who receive Family Literacy funding: *The activities listed below must align to your 21<sup>st</sup> Century Family Literacy budget plan.*

Type of Activity and Frequency	SPSA goal(s) or school need supported by activity	Describe how this activity is connected to student achievement	Measurable Outcome	Alignment with school day family engagement / family literacy efforts or resources
Family Learning Nights	Family & Student Engagement	Parents and caregivers participate in specific information-sharing and skill-building activities that help support their child's learning. Activities include: Building Relationships with Your Child's Academic Mentor and Teacher; Understanding the Scholastic	75% of participants' parents will attend the Family Nights  Support school day family engagement strategy called "Focused	These nights compliment the Focused Five family engagement structure that seeks to develop parent and teacher relationships and parent capacity to support learning at home.

		Reading Index; Family Mathathon; and Understanding Pathways to College	Five"	
Parent Advisory Council	Family & Student Engagement  Lead Agency	Parents and caregivers participate in specific meetings that help them gain leadership skills to support with school wide changes and student needs.	Five EBAYC parent leaders will regularly meet to support program improvement or street safety	These nights compliment the Focused Five family engagement structure that seeks to develop parent and teacher relationships and parent capacity to support learning at home.

**SECTION 9: PROGRAM SCHEDULE**

- a) Submit your program schedule 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.
- b) The Program Schedule must clearly show when all after school activities listed in the Sections 4 - 7 will be taking place.
- c) Make sure program schedule clearly shows when the following elementary program requirements will take place:
  - One hour/week of literacy instruction for students in grades K-5
  - One hour/week of math instruction for students in grades K-5
- d) Submit a copy of the school bell schedule for the 2017-18 school year.

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

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

**SECTION 10: SATISFACTORY SCHOOL DAY ATTENDANCE AND CHRONIC ABSENCE ACTION PLAN**

Improving school day attendance for all students and reducing chronic absenteeism is one of the key OUSD strategic goals. The district goal is that all students will attend school at least 95% of the required school days or more, thereby achieving satisfactory attendance. Students who attend school 90% or less of required days are considered chronically absent. Students whose attendance falls in the "grey zone" between 90% - 95% are considered at risk of chronic absenteeism.

*In partnership with the school day, after school programs can play an important role in supporting student attendance by doing things like celebrating good attendance, informing parents about the importance of attendance, uncovering what challenges students/families are facing that cause them to miss school, regularly monitoring student attendance data, contacting families to let them know their child was missed at school, etc., in addition to providing meaningful after school learning experiences that help keep students engaged and coming.*

Below are several key strategies that after school programs can implement in partnership with the school day, in order to promote positive attendance, and support students and families who are struggling with attendance. Select *at least two* of the following strategies below, and identify specific action steps that your program will implement for each strategy.

Strategies to Support Attendance	Action Steps
a) Recruit and address the needs of students who are at risk of chronic absenteeism.	Review students' program and school attendance.
b) Inform parents about the importance of attendance and encourage parents to help each other get their students to class.	Monthly meeting to inform the parents of their children's academic progress
c) Track students with poor program attendance and reach out to find out why and how attendance could be improved.	Daily phone call to follow up with students' absences.
d) Celebrate good attendance and/or offer meaningful incentives to attract and reward students for attending our program.	Periodic awards during program assembly to recognize good attendance. Awards include incentive prizes, student of the month recognition.

**SECTION 11: TRANSFORMING SCHOOL CULTURE AND 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:

- Positive Behavioral Intervention and Supports (PBIS)
- Restorative Justice/Restorative Practices (RJ)
- Social and Emotional Learning (SEL)

After school and school day partners can collaborate and intentionally align their efforts around these strategies, in order to create seamless, positive culture and climate from 8am - 6pm for students.

a) Discuss with your Site Administrator which strategies your school is using to support positive school culture and climate. Complete the following matrix by selecting *at least one strategy* that the school day and after school programs will work intentionally to align. Detail what the after school program will do to align with school day efforts for each selected strategy. This may include any of the following action steps for alignment:

- Participate in site-level professional development (PD) together with school day staff
- Participate in district-sponsored PD, including PD offered by the Expanded Learning Office
- Participate in relevant school committees (ie. Culture and Climate Committee, COST, ILT, etc.)
- Align with school day curriculum and practices
- Align with school day routines and structures
- Observe school day classrooms to align expectations and practices
- Other ways to align (please specify)

Select at least 1 strategy:	Strategy	What will the after school program do to align with school day efforts in this area?
x	Positive Behavioral Intervention and Supports (PBIS)	The Program Director will participate in school day trainings to support program staff to have the PBIS information needed to support students
	Restorative Justice/Restorative Practices (RJ)	
x	Social and Emotional Learning (SEL)	The Program Director will participate in district SEL PDs and utilize the 3 signature SEL practices in staff training

b) 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.).

School and lead agency will partner to ensure that the after school program is aligned in supporting these efforts. The goals of the partnership are to transform school culture and climate with planning meetings, sharing ideas, fostering collaborative leadership, and collaborating to sponsor school wide events.

<b>SECTION 12: Coordination with Other Service Providers</b>			
<b>In the Full Service Community School model, the school becomes a hub of services where various types of service providers come together, work together, and coordinate their efforts to meet the holistic needs of students and families</b>			
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"/> SST (Student Study Team) <input type="checkbox"/> SSC (School Site Council) <input type="checkbox"/> ILT (Instructional Leadership Team) <input type="checkbox"/> PTA <input checked="" type="checkbox"/> Attendance Team/Workgroup <input type="checkbox"/> SPSA Site Planning team <input type="checkbox"/> School Culture/Climate Committee <input checked="" type="checkbox"/> School Safety Committee <input checked="" type="checkbox"/> Other (Focus 5 Family & Student Engagement meetings)		
List key community partners whom you will actively collaborate with to accomplish the goals of your program.	Street soccer, First tee golf ,UC Berkeley Residence Hall, Oakland Parks and Recreational Department		
List all subcontractors who will be paid to deliver after school services.	Super Stars Literacy		
Identify other service providers and support personnel at your school (ie. school psychologist, School Based Health Center staff, counselor, mental health therapist, school nurse, parent liaison, etc.) whom you will actively collaborate with to accomplish the goals of your program.	School nurse, psychologist, mental health therapist, Newcomer Specialist		

### Section 13: 2017-18 After School Enrollment Policy for Garfield Elementary School

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

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

#### **Priority Enrollment and Transitions Support for High Need Populations of Students**

According to new grant legislation, foster youth and homeless youth will receive priority enrollment in after school programs. Additionally, OUSD prioritizes English language learners and Newcomers for after school services, so that the number of ELL students in after school programs is reflective of their percentage in the school population.

These high need student populations are transitional youth who often enter the OUSD school system mid-year, and whose program attendance may be less consistent due to the transitional nature of their home environments.

*Important note: The law states that program fees cannot be charged to homeless and foster youth participating in the program.*

#### **Additional Notes:**

- Successful after school programs are heterogeneous and include several target populations.
- Sites cannot simply utilize a first come-first serve process for enrolling students; sites should establish priorities for participation.
- Programs are intended to help close the achievement gap by serving a variety of students with academic and other needs.
- In alignment with OUSD's strategic goal to reduce chronic absenteeism, programs should consider targeting students at risk of chronic absenteeism, as determined by individual attendance rates between 90 – 95% during the current school year. (Programs should collaborate with school site leadership to obtain student attendance data.)
- Program must enroll adequate numbers of students to meet CDE attendance targets.
- The ASES and 21<sup>st</sup> CCLC grants require that programs are open to all students of the school, if space remains after outreach is done to targeted students. (For example, if program slots remain open after you have reached out to fill slots with target populations identified above, then by law, you must accept a kindergarten family that desires program services, even if your program prioritizes students in grades 1-5.)



**13a) TARGET POPULATION FOR AFTER SCHOOL PROGRAM:**

in the matrix below, describe targeted student populations in order of priority. Specify data that will inform student selection. Identify targeted recruitment strategies for each population.

Which grade levels will you serve in this program? 2nd to 5th

Target Population(s)	Specific Data to Inform Selection of Program Participants	Targeted Recruitment Strategies
Homeless youth	Report cards, Running Records, SRI	Collaborate with the COST
Foster youth	COST	Collaborate with the COST
English language learners	AERIES, CELDT data	Collaborate with ELD Coach and Newcomer team
Newcomers and refugees	School enrollment	ELD coach to send list of students to target

**13b) 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?

Ten to fifteen enrollment slots will be designated by the principal based on a priority criteria which includes the target populations.
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**13c) ENROLLMENT PROCESS AND TIMELINE:**

Summarize your enrollment timeline below. Describe how your school will identify and recruit students beginning in Spring 2017. Indicate how families will be notified of 2017-18 enrollment before the last day of school, June 9, 2017.

Timeline	After School Enrollment Steps/Process	Individual(s) responsible
April 2017	Program enrollment announcement	EBAYC ASP Director
April 2017	Release of application	EBAYC ASP Director
May 2017	Recruitment and intake	EBAYC ASP Director
May 2017	Parent Orientation	EBAYC ASP Director
July 2017	ASP Enrollment Confirmed	EBAYC ASP Director
August 2017	Mandatory Parent Orientation	EBAYC ASP Director

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

- April – June: Spring enrollment for 2017-18 programs.
- Families will be notified of 2017-18 after school enrollment before the last day of school, June 9, 2017.
- After school programs begin on 1<sup>st</sup> Day of school, with enrollment at a minimum 75% capacity.
- August – September: New school year enrollment of families for remaining program slots.
- Remaining program slots will be filled by September 30, 2017, except for slots reserved for transitional students (ie. Foster and Homeless youth; Newcomers) entering the school mid-year.
- All programs must maintain waitlists after program slots are filled.

**13d) School Support for Program Recruitment**

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

The school will support after school recruitment efforts by supporting in distributing flyers to inform families, teacher referrals and sharing out at school family events as well as tabling

Principal Signature: 

Lead Agency Signature: 

**Section 14: 2017-18 Assurances for Grant Compliance and 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: 1) Grant Assurances signed by OUSD Superintendent and 2) Quality Support Coach Role Description.

Principal Initials	Lead Agency Initials	2017 – 18 Assurances for Grant Compliance and After School Alignment with School Day
AA	JL	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.
AA	JL	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.)
AA	JL	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.
AA	JL	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.
AA	JL	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.
AA	JL	6) School will share student outcome data to better refine program (Attendance data, test scores, Report Cards, IEP’s, etc). Site Coordinator will share relevant student and program data with school.
AA	JL	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 After School Quality Support Coach.
AA	JL	8) Site will invite Site Coordinator and appropriate staff to participate in faculty meetings and professional development opportunities, in order to ensure consistency in standards of teaching and learning, and positive school culture & climate.
AA	JL	9) Site will invite Site Coordinator to participate on school committees (ie. SSC, COST, SST, Culture Climate team, SPSA planning team, etc) to ensure coordination of services.
AA	JL	10) Site Administrator is aware that CDE does not increase after school grant funding for minimum days, and that programs are required to operate until 6pm on minimum days. If additional minimum days are added to the school schedule next year, site will allocate resources to help offset the cost of additional hours of programming.

Principal Signature: Alison

Lead Agency Signature: [Signature]

### Section 15: After School Quality Support Coach

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

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

The Quality Support Coach can be a credentialed teacher from the school faculty or other qualified professional working with the school (for example, a Literacy Specialist, Math Coach from LCI, BTSA Coach, etc.). This individual will receive training and specific direction on the Quality Support Coach role from the OUSD After School Programs Office. The required budget allocation for this position is \$2,500 for the year, equivalent to 72 hrs/year at a Paid-in-Service contract rate of \$34.67/hour. (Note this pay rate may change if there are district pay raises next year.)

#### Quality Support Coaching Planning

a) Please identify who will fulfill the Quality Support Coach role for 2017-18:

A credentialed teacher on staff who has effective skills and experiences in coaching and/or adult learning

A qualified professional who is part of the school staff

An OUSD coach connected to the school (i.e. LCI Literacy or Math coach, BTSA coach, etc.)

Other individual (please specify in detail): \_\_\_\_\_

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

**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.

*Please list specific after school classes/activities that will be facilitated by teachers paid on extended contract. 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	Anticipated hours/week for teacher on extended contract
N/A	

Principal Signature: 

Lead Agency Signature: 

### Section 16: After School Safety and Emergency Planning for 2017-18

#### After School Safety and Emergency Planning

A) The 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.
- Other. Specify:

B) Describe the training and resources the school will provide after school staff on safety procedures, including lockdown procedures and communication protocols for crisis response.

The school will include after school program staff in trainings and resource allocation to ensure continuity in all safety procedures.

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

- Yes    No

#### Facility Keys

It is critical that the After School Site Coordinator has access to facility keys in order to ensure safety after school should a lockdown or lockout be needed. Will the After School Program have access to facility keys for all areas where after school programming occurs?

- Yes    No

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

**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: \_\_\_\_\_



**Section 17: Professional Development and Staff Wellness**

**Professional Development Expectation**

After school staff will receive adequate professional development, including coaching support and trainings, in order to grow and improve their practice. Programs will utilize data, including YPQA/SAPQA program quality data, to determine the areas of focus for professional development. Providing after school staff with meaningful professional development is a shared opportunity & responsibility for both the lead agency and host school site.

Additionally, the OUSD Expanded Learning Office will provide extensive professional development throughout the year including: mandatory After School August Institute (week of July 31 - Aug. 4); mandatory monthly site coordinator meetings (2 hrs/month); continuous quality improvement (CQI) trainings; monthly agency director meetings; various professional learning communities (time commitment varies); local conferences (ie. annual Bridging the Bay conference), and other relevant district trainings (ie. safety, PBIS, etc.).

a) What professional development, coaching, and training supports will be provided by the lead agency partner?

EBAYC provides three all-staff trainings for our elementary and middle school programs: a beginning of the year Youth Development kick-off and agency orientation; sexual harassment training; and First-Aid/CPR. We also provide two all-staff trainings for our elementary school staff focused on the School Aged Youth Development Program Assessment (YPQA) tool and Social Emotional Learning (SEL). At the program level, Program Directors conduct weekly trainings and whole-group support focused on a range of relevant topics, for example: school emergency preparedness and safety, classroom management, family engagement, Building Intentional Communities activities and tools and science in after school.

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

The school invites after school program staff to any and all relevant professional development opportunities.

**Please review and sign off on the following:**

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

**Staff Wellness**

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



**Social and Emotional Learning (SEL)**

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

Describe how you will work intentionally to develop SEL skills in program staff, so that they can model SEL skills to students:

Staff wellness is a priority for the East Bay Asian Youth Center. Our staff development approach places a high priority on building a community among youth development professionals. Orientations and trainings at the beginning of the school year dedicate ample time to activities for Program Directors and line staff to get to know each other and collaboratively set culture and climate goals, norms and values. Throughout the year, Program Directors meet regularly with staff for training and coaching; each meeting follows youth development and Social Emotional Learning signature practices. For example, each meeting will include a Warm Welcome, Engaging Practices and Optimistic Closure.

Staff appreciation is another important strategy to support staff wellness. Each EBAYC Program Director plans and provides at least three staff appreciation activities and an end-of-year appreciation event.

**Continuous Quality Improvement (CQI)**

Engaging in continuous quality improvement processes is an OUSD expectation for all schools and after school programs, and is a condition for ongoing after school grant funding from the CA 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:

- beginning of year self-assessment using YPOA/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
- year-end self-assessment and 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).

**Review and mark all commitments:**


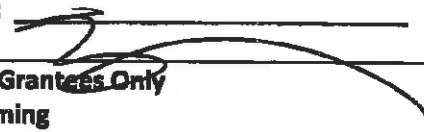
Our lead agency and school partner understand district expectations regarding the after school program's participation in the Continuous Quality Improvement (CQI) process summarized above. We agree to the following expectations:

- X Lead agency will budget adequately to ensure program staff participate collaboratively in each step of the CQI process.
- X Site coordinator will participate in CQI trainings to develop his/her leadership in leading continuous quality improvement processes.

X 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.

X Site coordinator will share CQI data with Site Administrator and school staff.

X 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: 

**Section 18: Addendum for 21<sup>st</sup> Century Community Learning Center Grantees Only  
21st Century Equitable Access and Supplemental Programming**

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

- 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 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.*

This program does not receive 21st Century Equitable Access funding.

**21<sup>st</sup> Century Supplemental Programming during 2017-18 School Year**  
 Describe your planned programming on weekends, intercession breaks, and other non-school days during the 2017-18 school year. Your supplemental program plans must match your proposed supplemental program budget.  
 (Please do NOT include summer program plans here; there will be a separate summer planning template.)

Number of supplemental program days you plan to offer during the 2017-18 school year:	
Dates of Service:	

<p>Hours of Operation: (note that supplemental programs must operate at least 3 hours/session)</p>	
<p>Description of Supplemental program activities: (describe goals of programming, target audience, planned activities, etc.)</p>	

Principal Signature: 

Lead Agency Signature: 

**Section 19: Addendum for 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.

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

- I understand that my middle school sports activities will be listed on my 2017-18 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:           N/A          

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



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

PARENT PERMISSION AND STUDENT INFORMATION - ELEMENTARY AND MIDDLE SCHOOLS

I give my child permission to participate in the 2017-18 OUSD After School Program.

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

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

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

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

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

EMERGENCY CONTACT INFORMATION

In case of emergency please contact:

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

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

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

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

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

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

**RELEASE OF LIABILITY**

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

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

**STUDENT RELEASE/ PICK UP POLICY**

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

\_\_\_\_\_

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

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

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

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

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

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

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

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

**PHOTO/VIDEO RELEASE**

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

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

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



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

**Program Policies**

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_

Signature of Parent/Guardian

\_\_\_\_\_

Date



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

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

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

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

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

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

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

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

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



**Signature of Parent/Guardian**

\_\_\_\_\_

**Date**

**OUSD After School Programs  
2017-2018  
Student Health Form**

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

**STUDENT INFORMATION**

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

Grade in 2017-18 \_\_\_\_\_ Language spoken in the home \_\_\_\_\_

**PARENT/GUARDIAN INFORMATION**

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

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

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

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

**EMERGENCY**

In case of emergency, please contact:

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

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

**HEALTH**

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

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

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

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

**Medical Management Plan and Separate Emergency Medication during After School Program:**

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

See your School Nurse/Health Services for more information.

**Authorization to treat minor:**

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

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

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

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

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

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

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

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

*Thank you!*

**Exhibit D**

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

This form should be completed 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, 2017 to January 19, 2018
- Spring Semester- January 22, 2018 to June 7, 2018
- 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 \_\_\_\_\_

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, disposes, 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 attorney's fees.

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

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

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

Participant's Name: \_\_\_\_\_

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

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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**  
**OAKLAND UNIFIED**  
**SCHOOL DISTRICT**

**INVOICING AND STAFF QUALIFICATIONS FORM**  
**2017-2018**

**Basic Directions**

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

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

**Agency Information**

<b>Agency Name</b>		<b>Agency's Contact Person</b>	
<b>Billing Period</b>		<b>Contact Phone #</b>	

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



**PROCEDURE FOR INVOICING**  
**Oakland Unified School District**  
**Comprehensive After School Programs 2017-2018**

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

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

The tentative schedule for OUSD payments is anticipated as follows:

<b>Invoices due to our office by 5:00 pm on:</b>	<b>Accounts Payable checks to be mailed on:</b>
August 10, 2017	August 25, 2017
September 8, 2017	September 22, 2017
October 10, 2017	October 24, 2017
November 9, 2017	November 21, 2017
December 8, 2017	December 21, 2017
January 10, 2018	January 25, 2018
February 9, 2018	February 27, 2018
March 9, 2018	March 23, 2018
April 10, 2018	April 25, 2018
May 10, 2018	May 23, 2018
June 7, 2018 for May invoices	June 22, 2018
June 15, 2018 for Final Billing	TBD

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



**PROCEDURES for PAID INSERVICE/EXTENDED CONTRACTS and TIME SHEETS  
OUSD CERTIFICATED TEACHERS 2017-2018**

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.

<b>Paid In-service/Extended Contract Timesheets Due to After School Programs Office on the following anticipated dates:</b>	<b>OUSD Anticipated Payroll Issue Dates ***Please note: Allow 45 days processing time for the first submission. Future submissions take approximately 5 weeks.***</b>
September 15, 2017	October 20, 2017
October 16, 2017	November 22, 2017
November 15, 2017	December 22, 2017
December 15, 2017	January 22, 2018
January 12, 2018	February 22, 2018
February 15, 2018	March 22, 2018
March 15, 2018	April 20, 2018
April 16, 2018	May 22, 2018
May 15, 2018	June 22, 2018
June 7, 2018	June 29, 2018

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

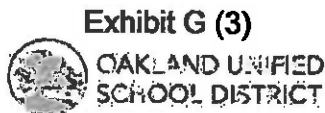


Exhibit G (3)

OAKLAND UNIFIED  
SCHOOL DISTRICT

**PROCEDURES for EXTENDED TIME and/or OVERTIME FORMS (ET/OT)  
for OUSD CLASSIFIED EMPLOYEES 2017-2018**

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

<b>ET/OT Forms Due to After School Programs Office on the following anticipated dates:</b>	<b>OUSD Anticipated Payroll Issue Dates</b>
September 15, 2017	September 29, 2017
September 29, 2017	October 12, 2017
October 12, 2017	October 31, 2017
October 31, 2017	November 15, 2017
November 15, 2017	November 30, 2017
November 30, 2017	December 15, 2017
December 15, 2017	December 29, 2017
December 22, 2017	January 12, 2018
January 12, 2018	January 31, 2018
January 31, 2018	February 15, 2018
February 15, 2018	February 28, 2018
February 28, 2018	March 15, 2018
March 15, 2018	March 29, 2018
March 29, 2018	April 14, 2018
April 13, 2018	April 30, 2018
April 30, 2018	May 15, 2018
May 15, 2018	May 31, 2018
May 31, 2018	June 15, 2018
June 7, 2018	June 29, 2018

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

**Exhibit H**

**Certificates of Insurance and Additional Insured Endorsement**

**INSERT HERE**



## CERTIFICATE OF LIABILITY INSURANCE

DATE ISSUED/REVISED  
May 30, 2017

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

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

**PRODUCER**  
HUB International Ins Service Inc Lic 0767776  
3000 Executive Parkway Ste 300  
San Ramon, Ca., 94583

**CONTACT**  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_

**INSURED**  
East Bay Asian Youth Center  
2025 E 12th St,  
Oakland, Ca. 94608


INSURER AFFORDING COVERAGE	NAIC #
Insurer A: Great American Assurance Company	86344
Insurer B: Great American Alliance Ins Co	28332
Insurer C: Scottdale Insurance Co	15580
Insurer D: Oak River Insurance Company	
Insurer F:	
Insurer G:	

**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.

CLASS	TYPE OF INSURANCE	AUTO RATING	POLICY NUMBER	POLICY EFF DATE	POLICY EXP DATE	LOSS
A	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIM-MADE <input checked="" type="checkbox"/> OCCUR  <b>GENL AGREEMENTS LIMIT APPLIES PER:</b> <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROCEED <input type="checkbox"/> LOG  <input type="checkbox"/> OTHER	X	PAC215313424	6/1/2017	6/1/2018	EACH OCCURRENCE    \$ 1,000,000 PRODUCTS - COMP/OP AGG    \$ 2,000,000 MED EXP (any one person)    \$ 10,000 FISCAL & ADVISORY    \$ 1,000,000 GENERAL AGREEMENTS    \$ 2,000,000 PRODUCTS - COMP/OP AGG    \$ 2,000,000 Sexual Abuse    \$ 1,000,000
A	<b>ANY AUTO</b> <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> RENTED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		PAC215313424	6/1/2017	6/1/2018	BODILY INJURY (Person)    \$ BODILY INJURY (Pet/Animal)    \$ PROPERTY DAMAGE (Person)    \$ PROPERTY DAMAGE (Pet/Animal)    \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIM-MADE  <input type="checkbox"/> DED <input type="checkbox"/> RESTRICTIONS		UMBS07036807	6/1/2017	6/1/2018	EACH OCCURRENCE    \$ 1,000,000 AGGREGATE    \$ 1,000,000
C	<b>EMPLOYER RESPONSIBILITY AND EMPLOYERS LIABILITY</b> <b>ANY PROPRIETOR PARTNER EXECUTIVE OFFICER MEMBER ENROLLMENT</b> (Employees in this policy must be designated by the designee of the operations policy)	NTA	EAWCB06496	6/1/2017	6/1/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OPT-OUT EL. FROM ACCIDENT    \$ 1,000,000 EL. DISEASE - EA EMPLOYER    \$ 1,000,000 EL. DISEASE - POLICY LIMIT    \$ 1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (Addend 101, Additional Remarks Schedule, may be attached if more space is required)  
 Oakland Unified School District - Board of Directors, officers, agents, employees and volunteers  
 Insured with regard to General Liability per endorsement CG2026 07/04

CERTIFICATE HOLDER	CANCELLATION
Oakland Unified School District Attn: Risk Management 1000 Broadway, Suite 440 Oakland, Ca., 94607	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 

Policy Number: PAC216313424

COMMERCIAL GENERAL LIABILITY  
CG 20 28 07 04

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

## ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Additional Insured Person(s) Or Organization(s)
OAKLAND UNIFIED SCHOOL DISTRICT, BOARD OF DIRECTORS, OFFICERS, AGENTS, EMPLOYEES AND VOLUNTEERS

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

<p>Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf.</p>	
<p>A. In the performance of your ongoing operations; or</p>	
<p>B. In connection with your premises owned by or rented to you.</p>	

**Exhibit I**

**Statement of Qualifications**

**INSERT HERE**



EBAYC is non-profit community-building organization dedicated to supporting young people to be safe, smart, and socially responsible. EBAYC provides a continuum of integrated services to a diverse membership of 2,000 children, youth, and young adults in Oakland's San Antonio, Eastlake, and Chinatown neighborhoods. Our services – Juvenile Justice, Expanded Learning, and Community Development result in higher school attendance rates, lower school suspension rates, and lower incarceration rates.

## **EBAYC Service Strategies**

### **Juvenile Justice**

EBAYC helps juvenile probationers build a healthy and productive life pathway by keeping them safe, and supporting them with their terms and conditions. Our services include intensive mentoring, case management, and transitional employment services.

### **Expanded Learning**

EBAYC partners with 17 Oakland public schools to provide summer and after school education, work-based learning, case management, and medical and mental health services. We support students to graduate from high school and pursue higher education. EBAYC consistently demonstrates high standards of program quality and performance as indicated by city, county, and school district evaluation.

### **Community Development**

EBAYC works with residents and merchants to increase public safety, improve neighborhood conditions, and expand economic opportunities in the community.



## EXHIBIT J

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

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

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

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

OAKLAND UNIFIED SCHOOL DISTRICT

\_\_\_\_\_  
 President, Board of Education  
 Superintendent or Designee

\_\_\_\_\_  
Secretary, Board of Education

AGENCY

\_\_\_\_\_  
EMPLOYEE



Julia Fong Ma  
Coordinator, After School Programs  
Oakland Unified School District  
1000 Broadway  
Oakland, CA 94610

Dear Ms. Ma,

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

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

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

Sincerely,

A handwritten signature in black ink, appearing to read "Glanna Tran".

Glanna Tran, MSW  
Deputy Executive Director  
East Bay Asian Youth Center



## MEMORANDUM OF UNDERSTANDING ROUTING FORM 2017-2018

### Basic Directions

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

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

### Agency Information

Agency Name	East Bay Asian Youth Center	Agency's Contact Person	Gianna Tran
Street Address	2025 E. 12th Street	Title	Deputy Executive Director
City	Oakland	Telephone	510-533-1092 ext. 27
State	CA	Zip Code	94606
		Email	gianna@ebayc.org
OUSD Vendor Number	V012162		
Attachments	<input checked="" type="checkbox"/> Proof of general liability and workers' compensation insurance <input checked="" type="checkbox"/> Statement of qualifications <input checked="" type="checkbox"/> Printout showing this vendor does not appear on the Excluded Parties List. ( <a href="http://www.sam.gov/portal/public/Sam/">www.sam.gov/portal/public/Sam/</a> )		

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

Anticipated Start Date	July 1, 2017	Date work will end	August 17, 2018	Total Contract Amount	\$ 190,064.00
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### Budget Information

Resource #	Resource Name	Org Key #	Object Code	Amount	Req. #
6010	ASES	1181553401	5825	\$ 190,064.00	R0180474
			5825	\$	
			5825	\$	
			5825	\$	

### OUSD Contract Originator Information

Name of OUSD Contact	Alicia Arenas	Email	Alicia.Arenas @ousd.org
Telephone	510-535-2860	Fax	510-535-2861
Site/Dept. Name	118/Garfield Elementary School	Enrollment Grades	TK through 8th

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

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

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

Please sign under the appropriate column.	Approved	Denied – Reason	Date
1. Site Administrator			6-20-17
2. Resource Manager			6-20-17
3. Network Superintendent / Executive Director			6/21/17
4. Cabinet (SBO, CFO, CSO, Deputy Chief)			7/31/17
5. Board of Education or Superintendent			
Procurement	Date Received		

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

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

**No Search Results**