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Introduction Date	5/11/22	
Enactment		
Number	22-0856	
Enactment Date	5-25-2022 CJH	

Board Cover Memorandum

To Board of Education

From Kyla Johnson-Trammell, Superintendent

Sondra Aguilera, Chief Academic Officer

Meeting Date May 11, 2022

Subject Amendment to Memorandum of Understanding 2021-2022

Agreement with East Bay Asian Youth Center

Ask of the Board X Approve Amendment to Memorandum of Understanding 2021-2022

with East Bay Asian Youth Center

☐ Ratify Amendment to [Type] Agreement with [Vendor]

Background and Recommendatio

In September 2021 the California Department of Education announced funding increases for ASES and 21st Century programs and a new Expanded Learning Opportunities Program to support out-of-school time programs beginning with the 2021-2022 school year. As a result of the funding increases, the per-student-per-day reimbursement rate for ASES and 21st Century Programs has been increased to \$10.18 per student per day.

Vendor will increase funding for enrichment providers increase program

offerings for the after school program at MetWest High School.

Term Start Date: 7/1/21 End Date: 6/30/22

Not-To-Exceed

Amount

\$188,795.00

Competitively

Bid

No

If the Service Agreement/Contract was not competitively bid and the not-toexceed amount is more than \$96,700, list the exception(s) that applies (requires Legal review/approval and may require a resolution): [Exception]

In-Kind
Contributions

District staff monitor budgets and grant compliance requirements. District provides space for after school programs.

Funding Source(s)

Resource 4124 – 21st Century High School After School Safety and Enrichment for Teens (ASSETS) Grant in the amount of \$188,795.00

Attachment(s)

- Amendment No. 1, Memorandum of Understanding 2021-2022
- Amended Budget
- Original Memorandum of Understanding 2021-2022, Enactment No. 21-1095

AMENDMENT NO. 1

to

Title of Original Contract/Agreement (Memorandum of Understanding 2021-2022)

This Amendment amends the attached legal agreement ("Original Agreement") and any prior amendments ("Prior Amendments," together with Original Agreement, "(Amended) Agreement"), incorporated herein by reference, which includes the following information:

- The (Amended) Agreement is between the Oakland Unified School District ("OUSD") and the below named entity or individual ("VENDOR," together with OUSD, "PARTIES"):
 - Full Name of Vendor (East Bay Asian Youth Center)
- The Parties entered into the Original Agreement on the below date:

 [Enactment Date (June 23, 2021)]
- The Enactment Number of the Original Agreement is below: [Enactment No. (21-1095)]

The PARTIES hereby agree to amend the (Amended) Agreement as stated herein.

- 1. Services: ☐ The scope of work of the (Amended) Agreement is unchanged.
 ☑ The scope of work of the (Amended) Agreement has changed. If the scope of work has changed: Provide brief description of revised scope of work including measurable description of expected final results, such as services, materials, products, and/or reports; select the appropriate option below:
 - ☐ Revised scope of work attached

Description of revision(s) to scope of Vendor will increase funding for enrichment providers increase program offerings for the after school program at MetWest High School.

2. **Term** (duration): \boxtimes The term of the (Amended) Agreement is <u>unchanged</u>

	☐ The term of the (Amended) Agreement has <u>changed</u> . If the term has changed: The parties agree to amend the below original End Date of the (Amended) Agreement to the below new End Date: Original End Date (Click or tap to enter a date.)
	New End Date: New End Date Click or tap to enter a date.
3. Compensation:	☐ The not-to-exceed amount in the (Amended) Agreement is <u>unchanged</u> ☑ The not-to-exceed amount in the (Amended) Agreement has <u>changed</u> . If the not-to-exceed amount has changed: The not-to-exceed amount in the (Amended) Agreement is amended as follows: ☑ Increase not-to-exceed amount by: ⑤ Change in NTE Amount (3,865.00). ☐ Decrease not-to-exceed amount by: ⑤ Change in NTE Amount (Click or tap here to enter text.). The new not-to-exceed amount under the (Amended) Agreement, as herein amended, is ⑤ New Not-to-Exceed Amount (188,795.00).

- 4. **COVID-19**: To the extent that the Agreement did not contain the following guarantees, by signing this Amendment, VENDOR agrees that:
 - a. Through its execution of this Amendment, VENDOR declares that it is able to meet its obligations and perform the Services required pursuant to this Amendment in accordance with any shelter-in-place (or similar) order or curfew (or similar) order ("Orders") issued by local or state authorities and with any social distancing/hygiene (or similar) requirements.
 - b. VENDOR agrees to notify OUSD within twelve (12) hours if VENDOR or any employee, subcontractor, agent, or representative of VENDOR tests positive for COVID-19, shows or reports symptoms consistent with COVID-19, or reports to VENDOR possible COVID-19 exposure.
 - c. VENDOR agrees to immediately adhere to and follow any OUSD directives regards health and safety protocols including, but not limited to, providing OUSD with information regarding possible exposure of OUSD employees to VENDOR or any employee, subcontractor, agent,

- or representative of VENDOR and information necessary to perform contact tracing, as well as complying with any OUSD testing and vaccination requirements.
- d. VENDOR shall bear all costs of compliance with this Paragraph.
- 5. **Remaining Provisions**: All other provisions of the (Amended) Agreement remain unchanged and in full force and effect as originally stated.
- 6. **Amendment Publicly Posted**. This Amendment, its contents, and all incorporated documents are public documents and will be made available by OUSD to the public online via the Internet.

7. Signature Authority.

- a. Each PARTY has the full power and authority to enter into and perform this Amendment, and the person(s) signing this Amendment on behalf of each PARTY has been given the proper authority and empowered to enter into this Amendment.
- b. Notwithstanding subparagraph (a), only the Superintendent, Chiefs, Deputy Chiefs, and the General Counsel has authority to sign contracts for OUSD and only under limited circumstances, which required ratification by the OUSD Governing Board. VENDOR agrees not to accept the signature of another other OUSD employee as having the proper authority and empowered to enter into this Amendment or as legally binding in any way.
- 8. Amendment Contingent on Governing Board Approval. OUSD shall not be bound by the terms of this Amendment unless and until it has been (i) formally approved by OUSD's Governing Board or (ii) validly and properly executed by the OUSD Superintendent, the General Counsel, or a Chief or Deputy Chief authorized by the Education Code or Board Policy, and no payment shall be owed or made to VENDOR absent such formal approval or valid and proper execution.

REST OF PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the PARTIES hereto agree and execute this Agreement and to be bound by its terms and conditions:

V	E	N	D	O	R
v	_	14	_	v	

Name: David Kakishiba	Signature:	David takishiba
Position: Executive Director	Date:	4/13/2022

One of the terms and conditions to which VENDOR agrees by its signature is subparagraph (e) of Paragraph 8 (Compensation), which states that VENDOR acknowledges and agrees not to expect or demand payment for any Services performed prior to the PARTIES, particularly OUSD, validly and properly executing this Agreement until this Agreement is validly and properly executed and shall not rely on verbal or written communication from any individual, other than the President of the OUSD Governing Board, the OUSD Superintendent, or the OUSD General Counsel, stating that OUSD has validly and properly executed this Agreement. VENDOR specifically acknowledges and agrees to this term/condition on the above date.

	OUSD	- Paragraph La	
Name: Sondra Aguilera	Signature:	Sondra Aguilera	
Position: Chief Academic Officer	Date:	4/13/2022	
☐ Board President			
☐ Superintendent			
□ Chief/Deputy Chief/Ex	ecutive Director		
Name: <u>Kyla Johnson-Trammell</u>	Signature:	If the have	_
Position: Secretary, Board of Educ	ation Date: 5	-26-2022	

Template approved as to form by OUSD Office of the General Counsel.

2021-22 AFTER SCHOOL BUDGET PLANNING SPREADSHEET

Site Name: Site #:	MetWest High School	%	21CC Resource 4214, P	LC Core	Other Lead Agency Funds
	students to be served 138.89	,*	OUSD Lead		Lead Agency
	TOTAL GRANT AWARD		254,500.00		
	01160 1' (5.000/)		10.110.05	-	
	OUSD Indirect (5.00%) OUSD ASPO admin, evaluation, and		12,119.05 15,856.70	-	
	Custodial Staffing and Supplies at 3		7,928.35	-	
	20/21 Carryover		24485	_	
	TOTAL SITE ALLOCATION		243,080.91		
1120	Quality Support Coach/Career Path		1245		
	Certificated Teacher Extended Cont		20683.03		
_	Certificated Teacher - Credit Recove		20000.00		
	Certificated Teacher - Credit Recove				
1120	Career Pathway Certificated Teache				
	Total certificated		24020.02	_	
	Total certificated		21928.03	-	0
2220	SSO		0		
	College and Career Readiness Coach				
	Tatal alassified				
	Total classified		0	0	0
3000's	Employee Benefits for Certificated		5372.36735		
	Employee Benefits for Classified Sta		0		
3000's	Employee Benefits for Salaried Emp				
3000's	Lead Agency benefits (rate: 25 %)				
	Total benefits		5372.36735	0	0

4310 4310 5829 4420 4396 5200	Supplies (OUSD only, except for Sur Curriculum (OUSD only) Field Trips Computers (OUSD only) Professional Development Bus/BART Tickets District professional development of Total books and supplies		10485 6000 2500 5000	500 500	0 0 0
5825 5825 5825 5825 5825 5825 5825 5825	Site Coordinator (\$63K + 23% Benefication) College & Career Readiness Coach (Credit Recovery Coach Academic Mentor for 9th graders Youth Internship Stipends Academic Instructors Enrichment Facilitators (150 days x Subcontractors (List specific agency Staff time to participate in Continuo Deputy Executive Director Program Assistant		3000	69959 102059.99 10200	
3023	Total services		3000	182,218.99	0
	Total value of in-kind direct services				0
	Lead Agency admin (4% max of tota			6,076.51	0
	Subtotals DIRECT SERVICE Subtotals Admin/Indirect	####	58,091.00 32,098.49	182718.99 6,076.51	0
	Total budgeted per column		90,189.49	188,795.50	0

Total BUDGETED	####	278,984.99	0	0	
BALANCE remaining to allocate		0.01			
TOTAL GRANT AWARD/ALLOCAT	ГІС	278,985.00			

Required Signatures for Budget Appro

Principal:

Lead Agency:

Board Office Use: Legislative File Info.		
File ID Number	21-1282	
Introduction Date	6/23/21	
Enactment Number	21-1095	
Enactment Date	6/23/2021 If	



Board Cover Memorandum

To Board of Education

From Kyla Johnson-Trammell, Superintendent

Sondra Aguilera, Chief Academic Officer

Meeting Date June 23, 2021

Subject Memorandum of Understanding 2021-2022 – East Bay Asian Youth Center - After

School Program – MetWest High School

Ask of the Board

Approval by the Board of Education of Memorandum of Understanding 2021-2022 between the District and East Bay Asian Youth Center, Oakland, CA, for the latter to serve as lead agency for program coordination, math intervention, homework support, student supervision and a variety of enrichment services, as described in the MOU, for MetWest High School's comprehensive After School Program, for the period of July 1, 2021 through June 30, 2022, in an amount not to exceed \$184,930.00.

Background

The general purpose of the 21st Century Community Learning Centers (21st CCLC) program is to establish or expand community learning centers that provide students with academic enrichment opportunities along with activities designed to complement the students' regular academic program. California Education Code (EC) section 8421 further defines the purpose of the 21st CCLC High School ASSETS program as (1) creating incentives for establishing locally driven after school enrichment programs that partner schools and communities to provide academic support and safe, constructive alternatives for high school pupils in the hours after the regular school day, and (2) assisting pupils in passing the high school exit examination for public school programs.

Discussion

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

Fiscal Impact

21st Century High School After School Safety and Enrichment for Teens (ASSETS) Grant/Resource 4124 in the amount of \$184,930.00

Attachment(s)

- Memorandum of Understanding 2021-2022
- Budget and Program Plan
- Certificate of Insurance
- Statement of Qualifications
- Excluded Parties List Printout

After School Template for High School Memorandum of Understanding 2021-2022 Between Oakland Unified School District and East Bay Asian Youth Center

- 1. Intent. This Memorandum of Understanding ("MOU") establishes the Oakland Unified School District's ("OUSD") intent, contingent upon OUSD's receipt of California Department of Education and/or U.S. Department of Education after school grant funds, to contract with East Bay Asian Youth Center ("AGENCY") to serve as the lead agency to provide after-school and/or summer educational programs and to serve a sufficient number of students and run services for a sufficient number of days to earn the core grant allocation of funding at 338 MetWest High School under the following grants:
 - California Department of Education ("CDE") 21st Century High School ASSETS Program ("ASSETS Core Grant")
 - California Department of Education ("CDE") 21st Century Direct Access Grant ("Direct Access")
- 2. **Term of MOU.** The term of this MOU shall be July 1, 2021 through June 30, 2022. The term may be extended by written agreement of both parties.
- 3. Termination by OUSD. OUSD may at any time terminate this MOU for any or no reason upon not less than five (5) days written notice to AGENCY. OUSD shall compensate AGENCY for services satisfactorily provided through the date of termination. In addition, OUSD may terminate this MOU for cause should AGENCY fail to perform any part of this MOU. In the event of termination for cause, OUSD may secure the required services from another contractor. If OUSD's cost of procuring services from another contractor exceeds the cost of providing the services pursuant to this MOU, AGENCY shall pay the additional cost.
 - a) No Premature Termination by AGENCY. AGENCY hereby certifies that it is willing and able to provide required services for the full term of the MOU. AGENCY will not be permitted to unilaterally terminate the MOU or cease providing required services prior to completing the full term unless OUSD approves any change and/or unless OUSD deems immediate removal of AGENCY is necessary for cause. In the event AGENCY ceases to provide required services prior to the end of the MOU term, or is terminated for cause, OUSD may secure the required services from another contractor. If OUSD's cost of procuring services from another contractor exceeds the cost of providing the services pursuant to this MOU, or OUSD is unable to secure required services from another contractor, AGENCY shall pay any additional cost. If OUSD suffers any loss of funding or other program consequences attributable to AGENCY's premature termination, AGENCY shall pay any additional cost in addition to any damages otherwise due under this MOU.
 - b) Advance Notice by AGENCY for Coming School Year. AGENCY must provide advance notice to Principal and OUSD After School Programs Office by the end of the first semester if AGENCY cannot continue providing after school lead agency services for the succeeding school year. This date allows the school site to have sufficient time to find a new lead agency partner, and enables OUSD to work to preserve after school grant funding (including OFCY city funding) for the school.
- 4. Compensation. Contingent on OUSD receipt of The 21st Century ASSETS Core Grant, and Direct Access grant award amount for East Bay Asian Youth Center is \$ 184930.00 . Contingent on 21st CCLC funding. AGENCY shall be entitled to compensation from these funds in accordance with the following terms and conditions:
 - 4.1. Total Compensation. Subject to the provisions of 4.2 Positive Attendance and the provisions of 4.3 Administrative Fee and subject to AGENCY compliance with MOU requirements, AGENCY shall receive the amount of the grant award less OUSD's administrative fees and other site costs agreed to by the Site Administrator and AGENCY. Penalties may be assessed or payments

withheld for non-compliance, including but not limited to MOU requirements, attendance reporting, fiscal invoicing, full participation at OUSD required meetings and trainings and in continuous quality improvement efforts.

- 4.2. Positive Attendance. Payment for services rendered related to the ASSETS Core Grant shall be based on actual student attendance rates (\$10.00 a day per student), not estimates, as those programs are "positive attendance based." OUSD reserves the right to modify the annual core allocation based on reported attendance. In the event that payments made to AGENCY exceed the reported attendance for the Core grant, the AGENCY will return payments to OUSD at the rate of \$10.00 a day per student. Documentation of attendance must be submitted through the OUSD/OFCY attendance systems in order for invoices for payment of services for the ASSETS Core Grant to be processed. (Exhibit A Attendance Reporting Schedule 2021-2022"). In the event that the school site at which AGENCY has agreed to provide programming is closed for any emergency reason (including but not limited to reasons related to COVID-19), and AGENCY provides programming remotely pursuant to Section 5.4.5 of this Agreement, AGENCY shall calculate attendance based on student participation in AGENCY's remote programming.
 - 4.2.1. Reconciliation Process for Positive Attendance Based Grant Funds. OUSD will adjust the payment of the "positive attendance based" grants based on quarterly review of monthly invoices and attendance for services rendered related to the ASSETS Core Grant for any adjustments resulting from the reconciliation of the attendance reports for that quarter's months. The attendance reconciliation process will assess the program's performance with respect to the required compliance with the grant mandated attendance rates. Based on the review, financial adjustments of additional payment or additional withholding will be made. Any remaining balance(s) will be forwarded to AGENCY or OUSD. Any adjustment required in excess of the withholding will necessitate additional adjustments to future invoices and payments.
 - 4.2.2. Administrative Charges and Reconciliation. Reconciliation process for positive attendance based grants must factor in the subtraction of administrative and other OUSD central charges, as outlined in section 4.3, from any grant amounts earned through attendance (OUSD indirect, custodial, evaluation, and After School Programs Office administrative and training/technical assistance fees).
- 4.3. **OUSD Administrative Fees.** OUSD shall charge and withhold up to 14% from the overall 21st Century ASSETS Core Grant, Family Literacy grant, and Direct Access grant for central indirect, administrative, custodial, evaluation, and direct service training and technical assistance costs.
- 4.4. AGENCY Administrative Fees. AGENCY understands and agrees that it may not charge more than 4% of the total contract amount as administrative fees and that its administrative fees must be set at an appropriate dollar amount to keep the 21st Century ASSETS Core Grant, Family Literacy grant, and Direct Access grant within the grant-mandated allowable 15% for total indirect/administrative costs. The agency administrative fees charged to the 21st Century ASSETS Core Grant, Family Literacy grant, and Direct Access grant must be used for direct administrative costs and cannot be used for agency indirect costs. Direct administrative costs consist of expenditures for administrative activities that provide a direct benefit to the 21st Century ASSETS program. Indirect costs consist of expenditures for administrative activities that are necessary for the general operation of the agency, but that cannot be tied to the 21st Century ASSETS program.
- 4.5. **Program Budget.** The grant will remain as part of the site budget. Funds will be encumbered from the site budget on behalf of AGENCY for the school year 2021-2022 and will not exceed \$ 184930.00 in accordance with **Exhibit B** ("21st CCLC After School Program Plan" and "After School Budget Planning Spreadsheet").
- 4.6. **Modifications to Budget**. Any modifications to the approved grant budget must be approved by OUSD, AGENCY, and CDE before expenditures of funds for modified line items are authorized. Except as expressly set forth herein, OUSD shall not be liable to AGENCY for any costs or expenses paid or incurred by AGENCY in performing services for OUSD. The granting of any payment by OUSD, or the receipt thereof by AGENCY, shall in no way lessen the liability of AGENCY to correct

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

Program Fees. The intent of the 21st Century ASSETS program is to establish local programs that offer academic assistance and enrichment for students in need of such services regardless of their ability to pay. Though it is not against the rules to charge fees for participation in programs, the CA Department of Education discourages it because it could exclude students in need from attending and taking advantage of the after school program. Fees should not create a barrier to participation in the after school program. After school services must be equally accessible to all students targeted for services regardless of their ability to pay. Programs that propose to charge fees may not prohibit any family from participating based on their inability to pay and must offer a sliding scale of fees and scholarships for those who could not otherwise afford to participate. Any income collected from fees must be used to fund program activities specified in the grant application. AGENCY shall do full accounting of fees collected, and documentation shall be kept for 5 years for auditing purposes. If AGENCY decides to charge fees, this decision shall be made collaboratively with the Site Administrator, and AGENCY shall work collaboratively with the Site Administrator and parent leaders to develop an appropriate program fee structure for the school community. AGENCY shall provide the OUSD After School Programs Office with written documentation of the program fee structure prior to charging any program fees, and shall provide OUSD with additional documentation upon request, to ensure grant compliance. Programs that charge program fees will waive or reduce these fees for students who are eligible for free or reduced-priced meals. Programs cannot charge fees if the child is a homeless youth, as defined by the federal McKinney-Vento Homeless Assistance Act (42 U.S.C. Sec.1143a), newcomers (refugee, asylee, and unaccompanied minor), or if the child is in foster care. . Any site receiving 21st Century Community Learning Center (CCLC) must report all fees collected (i.e.registration fees, family fees, application fees, etc.) to OUSD After-School Program Office for CDE reporting.

- 5. Scope of Work. AGENCY will serve as lead agency at 338 MetWest High School , will be responsible for operations and management of the 21st Century ASSETS Core Grant, Family Literacy grant, and Direct Access grant contracted to AGENCY by OUSD for fiscal year 2021-2022. 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 338 MetWest High School objectives to ensure the success of students as articulated in the Site Plan. AGENCY will work in partnership with the school principal to ensure that the program components are aligned with and complement OUSD standards and school site curriculum.
 - 5.1.2. Continuous Quality Improvement (CQI). AGENCY must fully engage in continuous quality improvement (CQI) processes and complete the following steps of the CQI cycle each year, and timely submit corresponding CQI deliverables to the After School Programs Office:
 - beginning of year self-assessment using YPQA/SAPQA tool
 - planning with data (using self-assessment and external assessment PQA data, and other program data as available)
 - development of quality action plan (QAP) with SMART goals for program improvement
 - · progress check for program quality e.g. quality coaching

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

- Agency staff (Site Coordinators and Agency Directors) are also required to participate in any OUSD sponsored CQI training provided by the OUSD After School Programs Office.
- 5.2. Oversight. AGENCY will provide oversight, fiscal management, payroll services, technical assistance, and facilitation of collaboration with other service providers. Agency must ensure compliance with 21st Century ASSETS Core and Direct Access funding guideline requirements and follow OUSD after school policies and procedures. This includes compliance with OUSD staffing requirements and policies including No Child Left Behind and other legislative mandates.
- 5.3. **Enrollment.** AGENCY will enroll 9th through 12th grade students at 338 **MetWest High 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.** Consistent with the 21st Century ASSETS program requirements, AGENCY agrees to operate a minimum of 15 hours per week. This may include after school only OR after school and any combination of before school, weekends, summer intersession and vacation.
 - 5.4.2. **Program Days.** AGENCY shall offer a program for a minimum of 177-180 days during the 2021 2022 school year.
 - 5.4.2.1. Attendance Targets. AGENCY will operate the program for a sufficient number of days during the 2021 2022 school year to ensure that student attendance targets are met. This can include Summer Session.
 - 5.4.2.2. Program Closure. AGENCY will close the ASSETS program no more than a maximum of 3 days in any calendar year for staff professional development, as permitted by Education Code.

5.4.3. Program Components

- 5.4.3.1. AGENCY shall provide programming that supports the guidelines as outlined in the ASSETS Core Grant for students at 338 MetWest High School . AGENCY understands that the ASSETS program has three required elements that must be offered in every funded program: academic assistance, enrichment, and family literacy services. AGENCY understands that the academic and enrichment elements must provide additional support for pupils and be coordinated with the regular academic program requirements, standards-aligned curriculum and instructional materials, and assessments of pupil progress. AGENCY agrees to provide programming consistent with grant guidelines understanding that:
 - 5.4.3.1.1. Academic Assistance. ASSETs programs will include tutoring, homework assistance, and Credit Recovery in their academic assistance element. The assistance will be aligned with the regular academic programs of the students and will assist them in meeting state and local academic achievement standards in core academic subjects, such as reading, mathematics, and science.
 - 5.4.3.1.2. Enrichment. Each ASSETs program will provide an enrichment element that offers participating students a broad array of additional services, programs, and activities designed to reinforce and complement the regular academic program. Services will be actively coordinated with the students' regular high school day program. It is strongly encouraged that programs include an Internship Program to develop Career Skills. In particular, the enrichment element activities must be developed in alignment with appropriate California content standards and standards-aligned instructional materials, related California curriculum frameworks, and other research-based practices.
 - 5.4.3.1.3. Family Literacy Services. AGENCY shall assess the need for family literacy services among adult family members of the high school students to be served by the program. All programs will, at a minimum, either refer families to existing services or

- coordinate with local service providers to deliver literacy and educational development services.
- 5.4.3.2. Supplemental and Summer Services. In all programs receiving 21st CCLC Supplemental grant funds or private funding for summer, AGENCY will provide educational and enrichment programming in the summer, on weekends, and/or during intercessions. A broad range of activities may be implemented based on local student needs and interests, and district guidelines for summer programming. Supplemental and summer services may be added under this MOU. If summer services will be added, a separate MOU amendment will reflect the summer scope, summer budget and any changes in location as to summer services to be provided.
- 5.4.3.3. Equitable Access Programming. AGENCY shall include a component for students at to support full access to program components.
- 5.4.3.4. Family Literacy Programming. AGENCY shall offer a component for guardians, parents, and caretakers of students at 338 MetWest High School which includes parent workshop and training on a variety of topics including supporting youth academically, college and career readiness, and adult literacy development.
- 5.4.3.5. Super Snack/Snacks/Supper/Beverages: AGENCY shall meet Federal and State meal and snack requirements and all meals and snacks must be provided by OUSD Nutrition Services department. Nutrition Services shall:
 - 5.4.3.5.1. Provide meals and beverages that meet State and Federal standards:
 - 5.4.3.5.2. Provide the number of meals and beverages requested by AGENCY unless/until Nutrition Services determines that AGENCY's participation is lower than the super snack/snack/meal/beverage count provided by the AGENCY, in which case, the number will be adjusted;
 - 5.4.3.5.3. Provide all supplies including utensils, napkins, forks, required;
 - 5.4.3.5.4. Support compliance by AGENCY with required State and Federal administrative requirements;
 - 5.4.3.5.5. Provide annual training to AGENCY.
- 5.4.3.6. Each AGENCY participating in the Nutrition Services snack/meal/beverage program shall:
 - 5.4.3.6.1. Attend annual training. In the event that the person responsible for super snack or snack distribution changes, AGENCY will make arrangements with Nutrition Services for training of new employees or representative of the AGENCY;
 - 5.4.3.6.2. Complete After School Super Snack, Snack and Supper Menu Production Worksheets (MPW) on a daily basis;
 - 5.4.3.6.3. Ensure snack and supper count is accurate:
 - 5.4.3.6.4. Submit completed MPW to cafeteria staff by the next business day;
 - 5.4.3.6.5. Return leftovers to cafeteria:
 - 5.4.3.6.6. Ensure that only students are served and receive food from the program;
 - 5.4.3.6.7. Ensure that meals are not removed from campus
 - 5.4.3.6.8. Immediately report to OUSD Site Coordinator and Nutrition Services any concerns related to food safety or food contamination

- 5.4.3.7. AGENCY will be billed at the rates immediately below, for meals by Nutrition Services under the following conditions.
 - 5.4.3.7.1. MPW not completed and submitted by the next business day;
 - 5.4.3.7.2. Super Snacks or Snacks are ordered and not picked up
- 5.4.3.8. In addition to any applicable liability associated with audit findings. AGENCY will be charged the following for each meal that OUSD is unable to claim due to AGENCY's failure to comply with program requirements:

5.4.3.8.1. Super Snack: \$3.65

5.4.3.8.2. Snack: \$1.00

5.4.3.8.3. Supper: \$3.65

- 5.4.3.9. AGENCY will be liable for audit findings and/or assessments (See Section 12 below) that are attributable to AGENCY's failure to comply with the rules and regulations of the Nutrition Services program, including liability if reimbursement is denied Nutrition Services because of AGENCY's failure to comply with program requirements.
- 5.4.3.10. In accordance with guidance provided by the California Department of Education, in the event that the school site at which AGENCY has agreed to provide programming is closed for any emergency reason (including but not limited to reasons related to COVID-19), OUSD may fulfill its above-described obligations to provide after-school meals, snacks, and/or beverages through a "grab-and-go" meal distribution program, in which case AGENCY shall not be responsible for distributing after-school meals, snacks, and/or beverages.
- 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.
- 5.4.5. Provision of Services During COVID-19 Pandemic. AGENCY shall perform all services in accordance with any COVID-19-related federal, state, and/or local orders, and shall immediately follow all OUSD directives regarding health and safety protocols. In the event that the school site at which AGENCY has agreed to provide programming is closed for any emergency reason (including but not limited to reasons related to COVID-19), AGENCY shall provide programming remotely, rather than in-person at the school site.
- 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
 - Staff Qualifications
 - 5.5.2. **Attendance Reports.** Providing OUSD with attendance reports using the OUSD/OFCY attendance systems and maintaining required attendance records utilizing the OUSD/OFCY attendance systems, including completion of mandatory monthly reports. Original written documentation of all daily attendance records, including all daily sign in/out sheets, will be maintained by AGENCY for 5 years for auditing purposes.

- 5.5.3. **Use of Enrollment Packet.** AGENCY will use OUSD After School Program Parent Permission and Student Information enrollment packet, including early release waiver, for all after school participants. (**Exhibit C**) AGENCY will seek approval from the OUSD After School Programs Office for any modifications to the OUSD enrollment packet, in advance of distribution.
- 5.5.4. **Maintain Clean, Safe and Secure Environment.** AGENCY shall maintain clean, safe, and secure program environments for staff and students in conjunction with OUSD guidelines. AGENCY, as they view necessary, will initiate and establish additional cleanliness, safety, and security policies and protocol sufficient to ensure staff, student and family member safety.
- 5.6. Alignment of After School Safety Plan with School Site Comprehensive Safety Plan. AGENCY will use the OUSD After School Program Emergency Plan template and work collaboratively with school site administrator to complete and/or update and submit an annual after school safety plan by mid October which aligns with and is part of the school site's comprehensive safety plan. AGENCY will seek approval from the OUSD After School Programs Office for any modifications to the OUSD template, in advance of distribution.
- 5.7. Incident and Injury Reporting, Crisis Response and Training; Accident Insurance
 - 5.7.1. AGENCY will train staff and agents in required Incident and Injury Reporting and Crisis Response Protocols. All accidents or injuries to after school program participants, visitors or staff must be reported via email to ousdincidents@ccmsi.com by AGENCY staff within one business day of occurrence. OUSD will secure at its own expense limited OUSD student accident insurance coverage to assist in payment of eligible student medical expenses incurred by parent/guardians due to OUSD student accidents during the after school program. This coverage will be secondary to any primary medical insurance for which student participants are eligible. After School Program staff will immediately refer parent/guardians seeking payment of medical expenses under student accident coverage to OUSD's designated accident insurance representative.
- 5.8. Meeting Participation. AGENCY will participate in technical assistance, training, orientation, monthly meetings and other support and resource development activities provided by OUSD and collaborative partners in conducting program planning, implementation, and evaluation. These include required regular meetings with the school principal or other identified designee to ensure collaboration with the school vision. AGENCY staff will participate in meetings facilitated by the OUSD After School Programs Office to address program quality, program improvement and general troubleshooting.
- 5.9. **Relationships.** AGENCY will maintain six essential collaborative relationships to ensure partnerships towards effective program implementation:
 - Administration, faculty, and staff of 338

MetWest High School

- OUSD After School Programs Office
- OUSD central administration departments
- Parents/Guardians
- Youth
- · Community organizations and public agencies
- 5.10. **Licenses.** AGENCY shall obtain and keep in force all licenses, permits, and certificates necessary for the performance of this Agreement.
- 5.11. Loss of Standing as Qualified Organization: AGENCY shall insure MOU requirements are met. Failure to do so may result in loss of standing as a qualified organization and/or termination of partnership.
- 6. Field Trip Policy. FIELD TRIPS, OFF SITE EVENTS AND OFF SITE ACTIVITIES:
 - AGENCY shall provide each Site Administrator and the OUSD After School Programs Office
 with a schedule of all after school program field trips and/or off site events and/or off site
 activities by the first day of each semester, and a schedule of all summer field trips and/or off

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

6.6. Supervision

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

- 6.6.4. When a trip is made to a place of business or industry, staff shall arrange for an employee of the host company to serve as conductor.
- 6.6.5. Adult:Student Ratio is at least 1:10 or higher if swimming or wading or high risk trip. If the trip involves water activities, this ratio shall be revised to ensure closer supervision of elementary grade or younger students, appropriate to their ages. The ratio of adults to students on field trips and excursions shall be reasonable under the circumstances.
- 6.6.6. Safety requirements have been met (eg: current First aid/CPR training of at least one chaperone, first aid kits, emergency contact and health info, instructions for chaperones, staff and chaperones have cell phones which are charged and available for communication).
- 6.7. Transportation Requirements: The AGENCY after school and summer program staff or subcontractors shall ensure compliance with all state laws and may transport by the use of AGENCY's own equipment, contract to provide transportation or arrange transportation by the use of other equipment to enrolled after school and summer participants provided that: (A) parent/guardians' written permission has been obtained in advance; (B) After School Program Coordinator and/or Summer Program Coordinator has confirmed that: transportation arrangements are safe and appropriate; (C) all drivers have valid California driver's license; (D) all drivers have received fingerprint clearance; (E) provided that such transport is covered under driver or registered owner's personal automobile insurance or AGENCY automobile liability insurance policy for at least \$100,000 per individual and \$300,000 per occurrence for liability for bodily injury; and \$50,000 per occurrence for liability for property damage; (F) all drivers and registered owners of private or rented vehicles used shall complete and sign declaration of driver forms assuring that: (i) the driver is at least 21 years of age and holds a current valid California driver's license;(ii) the driver has not been convicted of reckless driving or driving under the influence of drugs or alcohol within the past five years; and (iii) the driver provides proof of sufficient insurance; (G) if AGENCY transports by use of an Agency owned vehicle or arranges and/or contracts with a third party to provide this transportation, the AGENCY or organization or company with whom they contract must meet or exceed the standards required of OUSD's District approved bus vendors, including but not limited to: be licensed as a transportation provider, be certified to transport students (e.g., School Pupil Activity Bus certification) and have at least \$5,000,000 Automobile liability and \$1,000,000 General Liability insurance; which has an endorsement naming OUSD and AGENCY as additional insured; (H) arrangements have been made for additional vehicle for use in event of illness or emergency; (I) students receive instruction in safe conduct on bus or other transport; and, (J) drivers shall receive safety and emergency instructions and information which shall be kept in their vehicle, including health and emergency information for each student riding in his/her vehicle.
- 6.8. AGENCY must have reasonable confirmation that all organizations involved in the trip have demonstrated expertise and exhibit reasonably safe and reputable operating procedures and business practices appropriate to student trips.
- 6.9. Vendor is licensed to provide all proposed activities.
- 6.10. All after school program student participants on field trips, off site events or activities must be covered by medical or accident insurance. (See Incident and Injury Reporting and Accident Insurance above.)
- 6.11. ADDITIONAL REQUIREMENTS FOR HIGH RISK, OVERNIGHT, OUT OF STATE TRIPS:
 - 6.11.1. Definition of High Risk Activities
 - 6.11.1.1. Because of concerns about the risk to student safety, the after school program coordinator shall not permit the following activities on campus or during AGENCY sponsored after school or summer program trips, events and activities unless the activity is properly supervised, students wear protective gear as appropriate, and each participant has medical or accident insurance coverage:
 - Amusement Parks

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

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

6.12.3. Swimming Activities

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

- 6.14. In the event that a field trip cannot proceed as planned for any reason (including but not limited to the closure of the field trip destination in response to COVID-19), AGENCY shall provide alternative programming to students (including remote programming, in the event that the school site at which AGENCY has agreed to provide programming is closed).
- 7. **Financial Records.** AGENCY agrees and understands that OUSD is responsible for fiduciary and programmatic oversight for the expenditure of 21st Century ASSETS Core Grant, Direct Access, and Family Literacy grant funds contracted to AGENCY by OUSD for fiscal year 2021-2022. AGENCY will function as a sub recipient of funding and as such will follow all required fiscal guidelines and meet outlined standards as referenced in applicable Federal and State sub recipient guidelines for the federal 21st Century Community Learning Centers grant program, CFDA Number 84.287, awarded by the Office of Elementary and Secondary Education Academic Improvement and Teacher Quality Programs office. Sub recipients that receive over \$500,000 of federal funds are required to undergo an annual audit and to communicate findings to OUSD, as requested. AGENCY will ensure that all contracted funds of this MOU are expended as per grant guidelines.
 - 7.1. Accounting Records. AGENCY will maintain its accounting records based upon the principles of fund accounting.
 - 7.2. **Disputes.** AGENCY shall make all records related to 21st Century ASSETS and Direct Access grants available to OUSD for review. OUSD and AGENCY shall meet and confer regarding any disputes as to the amount of actual expenses before taking any action to collect funds.

8. Invoicing

- 8.1. **Billing Structure.** AGENCY shall only invoice for actual expenditures incurred. Supporting documentation must be presented along with monthly invoices upon request. Billing details must be provided upon request to OUSD to ensure compliance with related sub recipient and grant guidelines.
- 8.2. Unallowable Expenses. AGENCY may not purchase computers or capital equipment using 21st Century Core Grant, Direct Access, or Family Literacy grant funds.
- 8.3. Invoice Requirements. AGENCY will submit invoices with evidence of the following staff qualifications for each AGENCY employee and AGENCY agent, including employees of subcontracting agencies and volunteers: TB Clearance, current CA Department of Justice and FBI fingerprint clearance, and Instructional Aide requirement. AGENCY will utilize the required OUSD invoicing and staff qualifications form (Exhibit F) for regular invoice submission.
- 8.4. Submission of Invoices. AGENCY must submit invoices to OUSD on a timely and regular basis for services rendered. OUSD will not accept invoices submitted more than thirty days beyond the end of each fiscal quarter. No invoices will be accepted more than 30 days past the end of June 30 of the contractual fiscal year. AGENCY must also submit invoices according to specific invoicing deadlines as outlined by OUSD to ensure timely processing. (Exhibit G)
- 8.5. **Submission of Invoices for ASESP and 21**st **Century Grants.** For services rendered related to the 21st Century ASSETS grants, OUSD shall pay AGENCY, on a monthly basis, for appropriately documented expenses related to the 21st Century ASSETS grants, with a cumulative total for 2021-21 not to exceed \$ **184930.00** in accordance with the attached Exhibits to this Memorandum. Invoices for payment of services shall be submitted by the 10th of each month to the OUSD After School Programs Office, utilizing the required OUSD invoicing and staff qualifications form **(Exhibit F).** OUSD will strive to adhere to second Accounts Payable check run per the published schedule of monthly payments if invoices are submitted in accordance with the deadlines and requirements set forth in this section and the accompanying Exhibits.
- Ownership of Documents. AGENCY agrees that, pursuant to California law, it shall maintain program
 and fiscal documentation for the ASESP and 21st CCLC programs for a minimum of five years. All
 documents created by AGENCY pursuant to this MOU, including but not limited to reports, designs,

schedules, registration packets, early release waivers, and other materials prepared, or in the process of being prepared, for the services to be performed by AGENCY, are and shall be at the time of creation and thereafter the property of OUSD, with all intellectual property rights therein vested in OUSD at the time of creation. OUSD shall be entitled to access to and copies of these materials during the progress of the work. Any such materials in the hands of AGENCY or in the hands of any subcontractor upon completion or termination of the work shall be immediately delivered to OUSD. If any materials are lost, damaged or destroyed before final delivery to OUSD, AGENCY shall replace them at its own expense and AGENCY hereby assumes all risks of loss, damage or destruction of or to such materials. AGENCY may retain a copy of all materials produced under this MOU for its use in its general business activities.

10. Changes

- 10.1. Agency Changes. AGENCY may, at any time, by written order, make changes consistent with Section 5 Scope of Work of this MOU. If such changes cause an increase or decrease in the budgeted cost of or the time required for performance of the agreed upon work, an equitable adjustment as mutually agreed shall be made in the limit on compensation as set forth in Section 4 or in the time of required performance as set forth in Section 5.4, or both. In the event that AGENCY encounters any unanticipated conditions or contingencies that may affect the scope of work or services and result in an adjustment in the amount of compensation specified herein, AGENCY shall so advise OUSD immediately upon notice of such condition or contingency. The written notice shall explain the circumstances giving rise to the unforeseen condition or contingency and shall set forth the proposed adjustment in compensation. Such notice shall be given to OUSD prior to the time that AGENCY performs work or services related to the proposed adjustment in compensation. Any and all pertinent changes shall be expressed in a written amendment to this MOU and signed by OUSD prior to AGENCY's implementation of such changes.
- 10.2. Changing Legislation. AGENCY understands that changes in Federal, or state legislation or District policy may impact funding levels, grant requirements, and responsibilities of AGENCY during an academic school year. This MOU may be amended during the 2021-20 fiscal year to reflect additional changes resulting from such legislation.

11. Conduct of Consultant

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

into contact with pupils have been convicted of a violent or a serious felony. AGENCY shall further certify that it or its subcontracting agencies have received and reviewed fingerprint results for each of its agents, and Agency or its subcontracting agencies shall request and review subsequent arrest records for all agents who may come into contact with OUSD pupils in providing services to the District under this Agreement.

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

- beginning with Government Code Section 12900 and Labor Code Section 1735 and OUSD policy. In addition, AGENCY agrees to require like compliance by all its subcontractor(s).
- 11.6. Bullying; Sexual Harassment. The District's Board of Education recognizes the harmful effects of bullying and sexual harassment on student learning, school attendance and participation in after school programs. In order to have a safe environments that protect students from physical and emotional harm, AGENCY shall establish student safety as a high priority and shall not tolerate sexual harassment or bullying of any student. AGENCY shall adopt a policy expressly against harassment, sexual harassment, intimidation, and bullying and ensure related training on prevention and response is accordingly provided for all AGENCY employees and agents.
- 11.7. Restorative Justice (RJ) and Positive Behavioral Interventions and Supports (PBIS). As a part of the District's commitment to eliminate disproportionality in discipline affecting African American male students, the District has initiated Restorative Justice and PBIS programs at many school sites. AGENCY is encouraged to learn more about these programs at school sites and work with District Staff to implement programs in the after school programs that support positive school climate.
- 12. Indemnification. AGENCY shall indemnify, hold harmless and defend OUSD and each of its officers, officials, employees, volunteers and agents from any loss, liability, audit fines, assessments, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by OUSD, AGENCY or any other person and from any claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of performance of this MOU. AGENCY's obligations under the preceding sentence shall apply jointly and severally regardless of whether OUSD or any of its officers, officials, employees, volunteers or agents are actively or passively negligent, but shall not apply to any loss of liability, fines, penalties, forfeitures, costs or damages caused solely by the active negligence or by the willful misconduct of OUSD. If AGENCY should subcontract all or any portion of the work or activities to be performed under this MOU, AGENCY shall require each subcontractor to indemnify, hold harmless and defend OUSD, its officers, officials, employees, volunteers or agents in accordance with the terms of the preceding paragraph.
- 13. Insurance. Throughout the life of the MOU, AGENCY shall pay for and maintain in full force and effect with an insurance company(s) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A/VII" in Best Insurance Rating Guide, the following policies of insurance and shall require each subcontractor to do the same:
 - 13.1. Commercial General Liability insurance which shall include contractual, products and completed operations, corporal punishment and sexual misconduct and harassment coverage, and bodily injury and property damage liability insurance with combined single limits of not less than \$1,000,000 per occurrence.
 - 13.2. **Worker's Compensation** insurance, as required by the California Labor Code, with not less than the statutory limits.
 - 13.3. Property and Fire insurance shall provide to protect: Real Property, against risk of direct loss, commonly known as Special Form and Fire Legal Liability, to protect against liability for portions of premises leased or rented; Business Personal Property, to protect on a Broad Form, named peril bases, for all furniture, equipment and supplies of AGENCY. If any OUSD property is leased, rented or borrowed, it shall also be insured the same as real property.

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

- 14. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
- 15. **Counterparts**. This MOU and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
- 16. Program Books and Supplies. Supplies can only be purchased by OUSD, and by the Lead Agency. A Lead Agency cannot exceed \$2,500 in supply purchases. Supplies to be used in both the school day and after school program must be joint funded, with a maximum of 50% applied to ASES/21st. The only exception is that supplies for Supplemental programming on non-school days can be purchased by the lead agency. All supplies purchased with grant funding is and remains the property of OUSD and must remain at the site.
- 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

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

OAKLAND UNIFIED SCHOOL DISTRICT

marboy	6/24/2021
☒ President, Board of Education☐ State Administrator☐ Superintendent	Date
If 19-have	6/24/2021
Secretary, Board of Education	Date
andrea Bustamante	5/21/2021
Executive Diffector Community Schools and Student Serv	Date vices Dept.
Logan Manning Principal Docusigned by: Logan Manning Principal	5/21/2021
04 - 1 (MATS 00000 000 € 1 (MATS 0000 0000 0000 0000 0000 0000 0000 0	Date
Matin abdel-gawi	5/24/2021
Network Superintendent	Date
Soulra lguillra Chief Academic School Improvement	5/24/2021 Date

AGENCY

David kakishiha

Agency Director Signature

5/21/2021

Date

David Kakishiba Executive Director

Print Name, Title

Attachments:

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

MOU template approved by Office of the General Counsel March, 2021

Legislative File ID: 21-1282

Exhibit A

ATTENDANCE REPORTING SCHEDULE

Oakland Unified School District After School Programs Attendance Reporting Schedule				
Monthly Attendance Period	Deadline to Input Attendance Data into Cityspan			
July 1 – July 31, 2021	August 10, 2021			
August 1 - August 30, 2021	September 10, 2021			
September 1-30, 2021	October 11, 2021			
October 1-30, 2021	November 10, 2021			
November 1-30, 2021	December 10, 2021			
December 1-31, 2021	January 10, 2022			
January 1-31, 2022	February 10, 2022			
February 1-29, 2022	March 10, 2022			
March 1-31, 2022	April 12, 2022			
April 1-30, 2022	May 10, 2022			
May 1-31, 2022	June 10, 2022			
June 1-30, 2022	July 15, 2022			

Exhibit B

21ST ASSETS AFTER SCHOOL PROGRAM PLAN AND AFTER SCHOOL BUDGET PLANNING SPREADSHEET

(Template distributed separately)

INSERT HERE

2021-22 AFTER SCHOOL BUDGET PLANNING SPREADSHEET

HIGH SCHOOLS 02.2020

Site Name:	► MetWest High School			21CCLC Core		Other Lead Agency Funds
Site #:	→ 338	%	Resource 4214,	, Program	%	
Average # of st (ADA):	udents to be served daily 138.89		OUSD	Lead Agency		Lead Agency
	TOTAL GRANT AWARD		250,00	00.00		
CENTRAL COST EVAL, PROFESS CUSTODIAL	'S: INDIRECT, ADMIN, SIONAL DEVELOPMENT,					
1.3	OUSD Indirect (5.00%)		11904.76			TO BELLE WORLD
	OUSD ASPO admin, evaluation, and training /technical assistance costs		15,576.32			
	Custodial Staffing and Supplies at 3.5%		7,788.16			
	TOTAL SITE ALLOCATION		214,73	30.75		
CERTIFICATED	PERSONNEL					BAINS AND SERVE
1120	Quality Support Coach/Career Pathways' Liaison (Highly Recommended)		1245			*
1120	Certificated Teacher Extended Contracts		18675			
1120	Certificated Teacher - Credit Recovery - English I					
1120	Certificated Teacher - Credit Recovery - Algebra I					
1120	Career Pathway Certificated Teacher Extended Contracts					
	1					
-						- 10 - 10 - 10 - 10 - 10 - 10 - 10 - 10
						Wate.))
	Total certificated		19920			0
CLASSIFIED PE	RSONNEL					
	SSO		0			
	College and Career Readiness Coach					
	Tatal de ción d					
WWW.derway	Total classified		0	0		0
BENEFITS						ALCO DE LA SERVICIO DE LA COMPANIONE DE LA
3000's	Employee Benefits for Certificated Teachers on Extended Contract (benefits at 24.5%)		4880.4			
3000's	Employee Benefits for Classified Staff on Extra Time/Overtime (benefits at 28%)		0			

3000's	Employee Benefits for Salaried Employees (42%)					
3000's	Lead Agency benefits (rate: 25 %)					
	Total benefits		4880.4	0		
OKS AND	SUPPLIES	FERM	26.38	- 44 A		
4310	Supplies (OUSD only, except for Summer Supplemental)					
4310	Curriculum (OUSD only)					
5829	Field Trips		5000			
4420	Computers (OUSD only)					***************************************
					N.V.	
	District professional development on district PD days (Bridging the Bay conference and Youth Work Methods trainings)			500		
	Total books and supplies		5000	500		
NTRACTE	SERVICES					
5825	Site Coordinator (\$63K + 23% Benefits)			77532		
5825	Family Liaison					
5825	College & Career Readiness Coach (required for Alt. Ed)					
5825	Credit Recovery Coach					
5825	Academic Mentor for 9th graders					
5825	Youth Internship Stipends					
5825	Academic Instructors					
5825	Enrichment Facilitators (150 days x 4 hours x \$30 x 4)			72329.28		and the second s
5825	Subcontractors (List specific agency name for each subcontractor)					
5825	Staff time to participate in Continuous Quality Improvement trainings and meetings					
5825	Deputy Executive Director			10200		
5825	Operations/Program Assistant (190 days x 4 hours x \$23)			18400		
5825				-		
5825						
5825						
5825						
5825		15:43				
5825						and a second
	Total services		0	178,461.28		
KIND DIR	ECT SERVICES		THE RESERVE			等 728 经人员等
						4000100010000
						and the same of th

	Total value of in-kind direct services	334,455					(
LEAD AGENCY	ADMINISTRATIVE COSTS						
	Lead Agency admin (4% max of total contracted \$)			5,969.07			(
SUBTOTALS		Here's					
73000	Subtotals DIRECT SERVICE	85.00	33,538.72	178961.28			(
	Subtotals Admin/Indirect	15.00	31530.93	5,969.07	300	 	(
OTALS							200
	Total budgeted per column		65,069.65	184,930.35			(
	Total BUDGETED	100.0	250,000	0.00	0	0	
	BALANCE remaining to allocate		0.00				
	TOTAL GRANT AWARD/ALLOCATION TO SITE		250,000.00				

Required S	Signatures for	Budget	Approval:
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an Manning
DDB84976AA469 5/18/2021

MetWest OUSD Expanded Learning Programs -After-School Program

ELEMENTARY/MIDDLE & HIGH SCHOOLS - 2021-2022

ASES and 21st Century After-School Program Plan

School Type:

☐ Elementry (TK-5)
☐ Elementary/Middle (TK-8)
☐ Middle (6-8)

High School (9-12)

SECTION 1: SCHOOL SITE AND AFTER-SCHOOL PROGRAM INFORMATION

MetWest High School

School Site Name:

				- Alternative Hi	gh School	
				- Continuation	High School	
				🔘 - Comprehensi	ve High School	
CDS Code: (This is a 14-		(*)	Α.	After-School Lead Agency:	East Bay Asian Youth Center	
	01 61259 0100701					OccuSigned by:
Principal Name:	◆ Logan Manning		Pri	incipal Signature and date:		Logan Manhing
Lead Agency Director						EEDDB84876AA460
Name:	Gianna Tran		Lead Agen	cy Director Signature and date:	Docusigned by: Glauma Trai	
After-School Site Coordinator Name:	Etang Inyang		After-Scho date:	ol Site Coordinator Signature and		0
SECTION 2: PROGRAM Average Daily Attendar	OPERATIONS nce, Program Dates,	Minimum Days & Enrollmo	ent	the service of		
To be compliant with gra least 6:00 pm on every so	nt requirements, the a chool day for elements	fter-school program must c ary and middle schools (EC	ommence imn 8483). Program	nediately upon the conclusion of the r ns are required to operate all 180 days	egular day, operate a minimum of s of the school year.	15 hours/week, and be open until a
Projected daily attenda	ance for 2021-2022 sc	hool year program.		135		
Program Operations fo	or the 2021-2022 scho	ool year. First Day: August 9	, 2021 Last Day	y: May 26, 2022		
	development activitie closure day.	s offered on these dates, in	cluding training	lose for a <u>maximum of 3 days durin</u> , sure dates in advance, and the lead a gagenda and staff sign-in sheets. This agenda and staff sign-in sheets. This mmust be open all other days of the s	should be uploaded no later th	an 5 business days after the
			D. The program	Timust be open all other days or the s	r	nanges are due September 2021).
1st: N/A		2nd: N/A			3rd: N/A	
or the program year, and planning on more than school day.	d discuss shared resoul these and 10 extra			ed to begin as soon as the school day i ocess, school leadership and the lead There is an expectation already est hould discuss how the staffing fee		
	Access to the second					
Please note that the gr site funds to be utilized	ants from CDE do no I to fund these addit	t increase funding for mi ional hours of programs?	nimum days. I	if the school adds additional minim	num days beyond the projected i	number above, identify school-
There are no additional r	minimum days beyond	the projected number abor	ve.			

Which of the following program models will your site operate as fo				of the options below	
Program Model:	Traditional After-school	☐ Exter	nded	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	☑ Blended/Hybrid
Which grade levels will be served by this program?			TK	0	
			K		
			1		
		24	2	0	
			3	0	
			4		
			5		
			6		
			7		
		5.1	8		
			9	2	
			10		
		101	11	3	
			12	(·)	

ENROLLMENT PROCESS & TIMELINE

Instructions:

Please navigate to the folder for your school. Once inside the folder, click the pencil button in the top right corner. After the dropdown list appears, select 'Upload or Import'. Next, click on the drag or browse window and upload the Enrollment Timeline file. Please name your file in this format: SchoolName_EnrollmentTimeline

Please check the box below after completing the above instructions

The enrollment Timeline has been uploaded to the Program Plan folder

Important dates to include in your timeline

April - June: Spring enrollment for 2021-2022 programs.

Families will be notified of 2021-2022 after school enrollment before the last day of school, May 27, 2021.

After school programs begin on the first day of school when enrollment is 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, 2021, except for slots reserved for transitional students (i.e.,

Homeless, foster youth; Newcomers) entering the program for the first time and/or mid-year

All programs must maintain waitlists after program slots are filled.

CDE and OUSD have established district-wide guidelines for Target Population and Enrollment in ASES and 21st Century After School Programs. With these guidelines, each school will create a site-specific After School Enrollment Policy that will be made public to the school community. Make sure to include a description of 1-3 enrollment priorities that will be made public and why.

**This may look different for <u>High School and Continuation schools</u> based on alternative schedules and intersession. Please include the items above that are applicable to your schedule and recruitment process. Describe how your school will identify and recruit students beginning of Spring 2021. Indicate <u>how families</u> will be notified of 2021-2022 enrollment before the last day of school.

SECTION 3b: PROGRAM MODEL (Continued) Average Daily Attendance, Program Dates, Minimum Days & Enrollment

Who can receive the Golden Ticket?

Per federal statute, California Education Code and Oakland Unified School District policy, any students identified by the OUSD Transitional Student and Family Unit can receive a Golden Ticket. Transitional students are by definition:

- Any OUSD student who is a homeless youth, as defined by the federal *McKinney-Vento Homeless Assistance Act (42 U.S.C. Sec. 1143a), who is in foster care, or is designated as an unaccompanied minor.
- Any OUSD student who identifies as a newcomer, refugee or as an asylee.* Subtitle VII-B of the McKinney-Vento Homeless Assistance Act (42 U.S.C. § 11431 et seq.)
 - Establishes the definition of homeless used by schools
 - Ensures that children and youth experiencing homelessness have immediate and equal access to public education
 - Provides for educational access, stability, and support to promote school success
 - Needed to address the unique barriers faced by many homeless students

Complete the following questions for Section 3b:

- To the best of your knowledge, how many Golden Tickets were distributed in the 2020-2021 school year?

2

- How will you make your program more accessible to serve the needs of Golden Ticket students/families?

Every MetWest High School student participates in our after school programming. We will actively work with all students, their guardians, their advisor and Learning Through Internship mentors to individualize the program needs of the high need transitional student. We understand that our Golden Ticket students are most vulnerable.

We work with each Golden Ticket student individually to craft the right after school academic and enrichment program to meet their social, emotional and learning needs. Golden Ticket MetWest students upon entry initially meet with our principal, after school program director, academic counselor, and restorative practice coordinator who complete a needs assessment with the students and their family. The student's advisor meets with the student and their family in their home to have a deeper context and understanding of the student's unique needs, goals and interests.

In looking at the data for our incoming students in the class of 2025, we see that there are a few students who participate in the "OUSD Homeless program." We will proactively work with those students and their families to ensure that they are resourced with transportation and to fully participate in the MetWest after school programming. These students will also be partnered with one of our Restorative Practices Coordinators who will serve as a case manager to support these students.

We provide Interventions, Quarterly Family meetings (at minimum), 1-1 meetings with students, monthly internship meetings with students and internship mentors, SEL work infused in all we do, community circles, circles in class, direct students to outside services when needed, weekly COST meetings, transcript analysis.

SECTION 4: PROGRAM COMPONENTS

CDE requires that programs must provide a safe environment and include an educational component that provides tutoring and/or homework assistance; and an educational enrichment component, which may include, but not limited to STEAM, recreation, prevention and other Social Emotional Learning (SEL) activities (EC Section 8482.6); and provide opportunities for physical activity. (EC Section 8483.3[c][7])

Educational and Literacy Component that includes tutoring/

Describe how the after-school program will provide the educational & literacy component.

Respond Below:

ELP staff will continue partnership will school day staff.

assessing our articulated standards and to identify specific core literacy strategies to ensure all of our students improve and reach clearly articulated growth goals that are integrated in the student learning plan and internship project work. We will measure this through SRI data, student protocols and analysis, internship project staff protocols, and more consistent coaching.

- 1. Chapter 510 writing development/tutoring 9th through 12th-grade students but 9^{th} grade students will be heavily targeted through a narrative book project
- 2. Schoolwide circles in affinity groups 9th through 12th grade students
- 3. Office hours and small group tutoring support 9th through 12th grade students
- 4. Homework Center 9th through 12th-grade students

- 5. Affinity groups BGU / BSU, Raza Studies, API, Queers & Allies
- 6. Independent Work Time

Homework assistance in the core subjects (language arts, math, history /social science, etc.)

How are students building academic skills? How are social-emotional academic development being integrated? (Include specific strategies for creating a <u>safe & supporting environment through encouragement and active engaged learning.)</u>

Respond Below:

We will continue to leverage small group collaboration time with ELP staff with a focus on learning, creating/doing together, while using intentional protocols for reflection and assessment based on data and student work. Through the process of co-creating rubrics we will be pushed to identify the specific skills that we are teaching our students and through a norming process will be able to assess students equitably while also being able to identify specific skills students need more support around.

- 1. Chapter 510 writing development/tutoring 9th through 12th-grade students but 9th-grade students will be heavily targeted through a narrative book project
- 2. Schoolwide circles in affinity groups 9th through 12th-grade students
- 3. Office hours and small group tutoring support 9th through 12th-grade students
- 4. Homework Center 9th through 12th-grade students
- 5. Affinity groups BGU / BSU, Raza Studies, API, Queers & Allies
- 6. Independent Work Time

Educational Enrichment Component that offers students engaging activities in a variety of areas (fine arts, career technical education, presentation, etc.)

How does the after-school program choose which educational enrichment activities are offered? (Include specific strategies designed to foster skill-building; youth voice and leadership and diversity, access and equity.)

Respond Below:

We partner with Youth Beat, KDOL-TV and individual teaching artists and mentors to prepare young adults to recognize and take advantage of all resources to further their personal well-being and the well-being of their communities, we celebrate many successes in supporting students to cultivate navigational capital. We believe in the capacity of our unique school program to prepare Oakland youth to be resilient, to access four-year colleges, to engage in fulfilling work, and contribute positively to our world.

Advanced Art / Portfolio Development - 11th and 12th grade students / ladder of proficiency. Advanced concepts in Art. Students will explore a variety of materials and 2-D and 3-D techniques.

Maker Lab -

Graphic Design - 9th through 12th grade students.

Photography - 9th through 12th grade students.

Video Production - 9th through 12th grade students.

Math Lab - math literacy intervention for 9th through 12th grade students.

BUILD Mentor Session - social entrepreneurship 9th grade students.

Girls Mentoring - RP Circles - 9th through 12th grade students.
Boys Mentoring - RP circles - 9th through 12th grade students.
Studio Art - 9th through 12th grade students.
Art History - 9th through 12th grade students.
Fashion Design - 9th through 12th grade students.
Jewelry Making - 9th through 12th grade students
Yearbook - 9th through 12th grade students.
SAT Prep - 10th through 12th grade students.
ELL Development - 9th through 12th grade students.
Gardening - 9th through 12th grade students.
MetWest Live - 9th through 12th grade students.
Ethnic Studies - 9th through 12th grade students.

Physical Activityother than recess that is structured and supervised with a warm-up, structured physical activities and a cool down. (This should happen for all students in the program.)

CDE expects **Elementary**programs to offer 30-60 minutes of developmentally appropriate, <u>daily</u> physical activity (to help meet CDE recommendation of 60 daily minutes of moderate to vigorous physical activity for youth) This is not 'free play' or recess. (We understand Middle and High will vary based on sports programs and scheduling. Please explain how the after-school program will address physical activity in your program, including type, frequency, and target population. All students should have the opportunity for physical activity).

Plan and evaluate (review fitness test results, track minutes, etc.)
 Include a variety of activities throughout the year

Describe how the after-school program will provide <u>structured physical activity</u> for all participants, (Include specific strategies to promote <u>healthy choices and hehaviors.</u>)

Respond Below:

MetWest students will have variety of methods to meet the CDE recommendation of 30-60 minutes of physical activity through the following:

- · physical fitness parkour-based
- · running
- · lake walk
- yoga
- · dance
- · gardening/nutrition/cooking
- · improvisational/physical theater
- · biking pending safety
- 1. Sports and Fitness: Athletics training and skill development. Nutrition and body empowerment. 3 hours per week. Health and wellness

9th - 12th grades

2. Biking. 2 hours per week.

Health and wellness

9th - 12th grades

3. Yoga. 2 hours per week.

Health and wellness

9th - 12th grades

4. Running, Training for Oakland Half Marathon. 3 hours per week.

Health and wellness

9th - 12th grades
5. Dance. 2 hours per week.
Health and wellness
9th - 12th grades
6. Gardening. 3 hours per week.
Health and wellness
9th - 12th grades

Family Literacy Componentthat includes literacy activities and other educational services that engage adult family members of students.

Describe how the after-school program provides opportunities to promote literacy and/or other educational services to adult family members of students?

Respond Below:

Our school site hosts adult education ESL classes three evenings per week open to the community. A number of MetWest High School families take advantage of this community resource. We also offer orientations about navigating the Peralta system to our families. In 2020-2021 MetWest will also have a bilingual family liaison to connect our families to educational and other resources.

Educational Enrichment Component that offers students engaging activities in a variety of areas (fine arts, career technical education, presentation, etc.)

How does the after-school program choose which educational enrichment activities are offered? (Include specific strategies designed to foster skill-building; youth voice and leadership and diversity, access and equity.)

Respond Below:

Our program surveys students and works with the school site to determine appropriate programming year-to-year. We value longstanding community relationships and the multi-year relationships our students and families have with enrichment providers. We seek to supplement school day offerings and target our programming to art and physical education electives.

- 1. Complete the program schedule from or upload your program schedule.
 - a. Make sure your program schedule includes:
 - i. Class/Activity title i.e. African Dance not just enrichment
 - ii. Day and time offered
 - b. Complete this form to design program component <u>attached template</u> to describe program components then link them into this document. Program component description link: linked to the <u>spreadsheet</u> create a drop-box option (a) CDE--academic, enrichment, physical activity "use the same title".

*In the fall, sites are required to resubmit updated program schedules. This schedule should be clearly aligned with the supports identified in section 4.

Academic Alignment with School Day and District Priorities

Please provide a short narrative that identifies how the after-school program will support school goals aligned with district student learning goals in the appropriate grade level box below.

- Collaborate with the school site administrator and consult the School Site Plan to align with the school day.

- Consult the descriptions below for the District's priorities for elementary, middle and high school.

OUSD Student Learning Goals:

- 1- All students build relationships to feel connected and engaged in learning
- 2- All students continuously grow towards meeting or exceeding standards in English Language Arts
- 3- All students continuously grow towards meeting or exceeding standards in Math
- 4- English Learner students continuously develop their language, reaching English Fluency in 6 years or less
- 5- All students grow a year or more in Reading each year
- 6- All Students graduate college-, career-, and community-ready

How will the after-school program further these OUSD Learning Goals? (Choose 2-3 to focus on for the 2021-22 School Year)

Respond Below:

The MetWest Expanded Learning Program will focus on the following OUSD Student Learning Goals for 2021-2022:

- · All students build relationships to feel connected and engaged in learning (#1)
- · All students graduate college-, career-, and community-ready (#6)

We will provide academic and social emotional interventions including differentiated instruction, regular staff office hours, tutoring supports, Quarterly Family meetings (at minimum), 1-1 meetings with students, monthly internship meetings with students and internship mentors, SEL work infused in all we do, community circles, circles in class, and transition planning and supports. In the transition from distance learning to in-person learning intentional relationship building between students and between students and staff is critical as we restore school culture. Half of our students will be new faces - 9th and 10th grades - we need to connect with them and connect them with each other.

All MetWest students seek out and secure year-long internships based on their interests and passions. All students engage in an authentic internship search process, including visiting internship sites, conducting informational interviews, and participating in shadow days. Support for MetWest students being college-, career-, and community-ready comes through our internship program (resume building, developing workplace relationships, etc), advisors, East Bay Consortium, college visits and tours, college write in night, Chapter 510 tutoring and support, dedicated staff person to works with students on concurrent enrollment, transcript analysis in each advisory at every grade, internship coordinator holding year-round opportunities including connections to different career pathways and summer opportunities. For 2021-2022, the direction of our Learning Through Internship program will be adaptable to meet the needs of virtual internships and site-based Learning Through Interest Projects.

SECTION 5: CONTINUOUS QUALITY IMPROVEMENT (Alignment with CDE and OUSD)

To increase the effectiveness of a program, it is critical to engage in an ongoing continuous cycle of assessment, planning, and improvement. While the process should be carried out at the site level, documentation of this process should be submitted by the grantee.

This cycle of improvement revolves around twelve critical standards—the <u>Quality Standards for Expanded Learning in California</u>—which were developed in partnership between the California Department of Education's (CDE) After School Division and the California Afterschool Network (CAN) Quality Committee.

POINTS OF SERVICE Quality Standards & PROGRAMMATIC Quality Standards

Fill out this Google Form to identify where your program is with E's quality standards. Google Form

Resources:

Definitions: CDE Quality Standards

Unpacked: CDE Quality Standards & CQI Spectrum Scoring Key: CDE Quality Standards & CQI Process

	☐ Internal evaluator	External evaluator	☐ School administrator
Tadiata distant	☐ District administrator	☐ Certificated staff	Classified staff
Indicate which stakeholders who participated in the Program Self-Assessment in 2020-2021	Program director	Site coordinator	Site-level/line staff
	Parents/guardians	Students	Community partners
Identify the after-school program data point(s) in the narrat observation or external observation	☐ Advisory group ive below. Could include: student for	☐ Other stakeholders:	
Identify the after-school program data point(s) in the narrat observation		900 9000000 9000000 15000000	
Identify the after-school program data point(s) in the narrat observation		900 9000000 9000000 15000000	
Identify the after-school program data point(s) in the narrat observation		900 9000000 9000000 15000000	
Identify the after-school program data point(s) in the narrat observation		900 9000000 9000000 15000000	The state of the s

Respond Below:

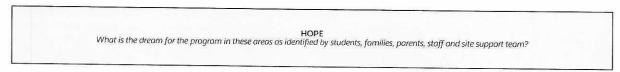
Our programming has been supplemental and adaptable in this year of distance learning. Keeping positive warm school alive during this year has been a goal so we can thrive when we return to in-person programming. Early on we knew that schoolwide circles and community building would be vital with remote programming. We centered our schoolwide restorative practices circles around our emotional health and well-being. We identified student affinity groups as what we should organize around. We maintained safe and welcoming groups for a variety of students:, including intersections of race, gender, and sexuality for Raza students, Asian Pacific Islander students, Middle Eastern/North African students, Black/African American students, Queer and Ally students.

We sat with the community and individual sadness and grief, and also with the possibility of positive change, growth, and glimpses of freedom. We wanted students to connect their freedom dreaming to a dream of collective liberation and a consciousness of a shift towards justice, lovingkindness, and joy.

Without a vision, we cannot actually get to a place of freedom, to a place of liberation. We needed to develop the discipline to dream and to imagine our world, what our city, what our school might look like in the "after" the pandemic.

Restorative Practices are held as a living value in our program. All program staff work to ensure students are physically and emotionally safe and support all students (and staff) in positive and healthy communication through regular talking circles organized by intersectional affinity groups. (CDE Quality Standard: Safe and Supportive Environment).

Program staff leverage these positive relationships to support student achievement and student attendance. (CDE Quality Standard: Safe and Supportive Environment).



Respond Below:

Our hope is that as a MetWest school community we will thoughtfully welcome all students back to campus in 2021-2022. With our 9th and 10th-grade students, all brand new to in-person learning we have significant school culture-building to do. The hope and the idea is to have a group of artifacts from students and staff that showed our struggles and our growth over this pandemic year. We are going to share these artifacts with each other next year because we are a community – a MetWest community – and it's important not to forget that while we may be separated now physically, our mutual survival and thriving depends on us continuing to grow into a strong, supportive, loving community.

Intentional community building and a thoughtful plan for re-entry are required as we restore and rebuild together next year. Restorative practices circles will be central to this vision as well as continued schoolwide mindfulness resources for students, families, and staff.

CHANGE

What steps will be taken to make the shifts needed to realize the HOPE identified above?

Respond Below:

A summer planning team will be required to develop our re-entry and community building arc for the 2021-2022 school year. The planning arc needs to include the following:

- · grade level / advisory retreats throughout the year, but especially at the beginning
- artmaking to occupy and re-inhabit our school space
- · Challenge Day(s) programming
- · Staff days of passion mini-workshops
- · mindfulness practice at every grade level
- · continued schoolwide restorative practices circles shift focus from surviving to growth and thriving
- · campus-based mutual aid center resources for our students and families
- · student voice/student leadership critical to the planning

CURIOSITY

What deeper questions or inquiries are coming up? Something that needs more time to think about to make long-term shifts.

Respond Below:

Curiosity about our transition to in-person/hybrid learning and continuing to be adaptable to unknowns in terms of learning format/length of time (quarter vs. semester).

How do we sustainably and effectively support our programming across 2 campuses 1.7 miles away from each other? How do we provide equitable access to enrichment opportunities across 2 campuses? This is a significant threat to the long-term sustainability of our programming. We look forward to using a design thinking practice to problem solve and move our program forward productively while centering student equity and the equity of human and material resources.

SECTION 6: Facilities

- (a) Plan with the school site administrator which rooms and outside spaces the after-school program will use Monday Friday from the start of the program to 6. Make sure to include bathrooms and snack areas.
- (b) Lead Agency Director, will go into Facilitron website to complete facilities usage requests no later than May 15, 2021. Visit Facilitron website at: www.facilitron.com/dashboard/login

Indoors (specify room numbers and space names)			Outdoors		
Room Number & Name of Space	# of Students	Hours to be used	Room Number & Name of Space	# of Students	Hours to be used
Dolores Huerta Campus: Room 130	20	MWF 3:15-5pm	Ericka Huggins Campus / Room 201	20	TThF 3:15-5pm
Dolores Huerta Campus: Room 131	20	MWF 3:15-5pm	Ericka Huggins Campus / Room 203	20	TThF 3:15-5pm
Dolores Huerta Campus: Room 132	20	MWF 3:15-5pm	Ericka Huggins Campus / Room 204	20	TThF 3:15-5pm

Dolores Hu	ierta Campus: Room 136	20	MWF 3:15-5pr	m	Ericka Huggins Campus / Room 205	20	TThF 3:15-5pm
Dolores Hu	olores Huerta Campus: Room 137		MWF 3:15-5pm		Ericka Huggins Campus / Room 211	20	TThF 3:15-5pm
Dolores Hu	es Huerta Campus: Art Studio 20		MWF 3:15-5pr	n	Dolores Huerta Campus downstairs restrooms AND Ericka Huggins restrooms		DH Campus - MWF 3:15 - 5pm and EH campus TThF 3:15 - 5pm
In addition and family e	, choose up to 5 other dates t engagement). <u>Be advised any ad</u>	he program will use ditional dates/space	e space <u>outside</u> s used outside o	of normal pro f these dates, th	ogram hours. Please specify whit he lead agency will be responsible	ch space will be i for facilities cost.	needed (IE: showcases, events
Name of Event	Back to School Night	Potential Date	TBA August 2021	Number of Students	unknown due to COVID safety protocols	Hours of Use/Room Numbers	Dolores Huerta Campus - 130, 131, 132, 136, 137, 210, 211, 214, 215, 220, 221
Name of Event	Back to School Night	Potential Date	TBA August 2021	Number of Students	unknown due to COVID safety protocols	Hours of Use/Room Numbers	Ericka Huggins Campus – 201, 202, 203, 204, 205, 206, 207, 208, 211
Name of Event	College Write-In Night	Potential Date	TBA October 2021	Number of Students	unknown due to COVID safety protocols	Hours of Use/Room Numbers	Dolores Huerta Campus - 130, 131, 132, 136, 137
Name of Event	STEAM Showcase	Potential Date	TBA April 2021	Number of Students	unknown due to COVID safety protocols	Hours of Use/Room Numbers	Dolores Huerta Campus - 130, 131, 132, 136, 137, 210, 211, 214, 215, 220, 221
Name of Event		Potential Date		Number of Students		Hours of Use/Room Numbers	

Will this after school sees	a chause are sure for the	And a second sec	THE RESIDENCE OF THE PARTY OF T				
Will this after-school progran	n charge program tees for 2	021-2022	☐ Yes	✓ No			
If, "YES, program fees will be charged," please complete the following assurances. Both the Principal and Lead Agency boxes must be initialed.							
Principal	Lead Agency		ASSURANCES				
		Our program will not turn awaya inability to pay program fees. We program fees from being a barrier	understand that the California Ed	participation due to the ucation Code prohibits			
		Our program will communicate in will not be turned away from programs will communifee expectations in language pare enrollment applications, poster and any marketing materials. Er means they should be translated	ram participation due to the inab unicate in writing and publically to ints can understand. This should it in your school (publicly access issure that all documentation is a	ility to pay. parents/guardians program be included in your sible), parent handbooks			
		Our program will publicize the proleaders, parents/guardians, and/oragenda, etc.).	gram fee structure in written pr community members (i.e. comm	ogram materials for school nunication letter, meetings			
		Our program shall not charge a fer child is a homeless youth, as defi (42 U.S.C. Section 1143.a), or for a	ned by the federal McKinney-Ver	to Homeless Assistance Act			
		Our program will provide receipts	to parents/guardians for each pa	yment made.			
		The lead agency will manage fun practices and will provide quarterly Learning Office detailing amount of turned in quarterly.	Income Statements to the Princ	ipal and OUSD Expanded			
		The Use of Fees: Any fees collected students, and program administrat accurate records of fees collected,	ive costs. (1) - guidance calls for .	all programs to "keep rately from the grant funds			

received." Keep documents in the event of an annual financial audit and/or Federal Program Monitoring (FPM). Families who receive free and reduced lunch should be prioritized for no cost program admission.

SECTION 7b: PROGRAM FEES (Continued)	
Describe how the school/program plans to collect program fees and who will be exempt from paying fees or received a reduced fee?	
Describe how all fees collected will be used for after-school programming.	
Describe how fees will be communicated to school leaders/school community.	
Instructions:	
Please navigate to the folder for the your school. Once inside the 'Upload or Import'. Next, click on the drag or browse window and to format. SchoolName DocumentName	older, click the pencil button in the top right corner. After the dropdown list appears, select ipload your Enrollment Timeline file. Please name your file in this
Please check the box below after completing the above instruction. A copy of written evidence of the program fee agenda/minutes) has been uploaded into the	materials/process (i.e. parent letters, parent handbook, etc. meeting with

OUSD EXPANDED LEARNING PROGRAMS

Partner Assurances & Agreements 2021–2022

Date

School Site

<u>Lead Agency</u>

MetWest High School

East Bay Asian Youth Center		4/16/202		
Name of After School F	Program	After School Site Coordinator Name (if known at this time)		
MetWest Expanded Lea	arning Program	TBD		
After School Safety and	d Emergency Planning			
	nprehensive School Site Safety Plan includes the <u>After S</u> date the After-School Emergency Plan annually by discu reparedness and crisis response.	chool Emergency Plan. The Site Administrator and After School Program (ASP) ussing and aligning plans and procedures for after school and school day safety,		
Indicate all actions th and emergency respo	nat will occur to ensure after school program safety a onse:	and alignment with school day procedures for emergency preparedness		
Ø	Site Administrator and ASP Site Coordinator will a collaboratively.	meet at beginning of school year to update After School Emergency Plan		
•	Site will share Comprehensive School Site Safety	Plan with after school partner.		
3	School day and after school programs will coordinately.	coordinate emergency drill schedules & procedures (ie. earthquake, fire, and lockdown		
Ø	After School staff will participate in site-level facu	ulty safety trainings.		
Ø	School will provide after school staff with access to school.	to disaster supplies and other resources in case there is an emergency after		
Ø	Site Administrator and ASP Site Coordinator will rasneeded.	meet regularly to review after school incidences and update safety plans		
Ø	The completed After School Emergency Plan (AS	(EP) will be submitted to Expanded Learning Programs Office by 10/1/21.		
O	Other:			
2. List the training and for crisis response.	I resources the school will provide after school staff on s	safety procedures, including lockdown procedures and communication protocols		

	Site administrators will provide ELP staff with schoolwide safety plan, procedures and protocols in August 2021. All ELF participate in emeergency drills and training. Daily operations and communication via walkie talkies to eensure timely response.	staff will crisis	
3. Principal and Protocol and usafety	d Site Coordinator have reviewed the OUSD After School Emergency/Crisis 1st Level Response Notification inderstand expectations regarding communication and incident reporting when an issue involving after school	Yes No	9
Facility Keys			
It is critical that the After-School	t the After-School Site Coordinator has access to facility keys in order to ensure safety after school should a lockdown or olProgram have access to facility keys for all areas where after school programming occurs?	lockout be nee	eded. Will
	Yes ☑	No □	
	now the school campus will be secured if crisis should occur during after school hours and if lockdown is necessary:		
SSO Staffing			
Check One:			
9	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.		1-1

MetWest OUSD Expanded Learning: After-School Programs

2021-2022 Modification Program Plan

ELEMENTARY/MIDDLE & HIGH SCHOOLS

ASES and 21st Century Community Learning Center (21st CCLC)

Modification Program Plan: Given the uncertainty of the school reopening model, this document will:

- → Develop a clear work plan that supports students' learning in partnership with the school site to prepare for any model for reopening in the 21-22 school year.
- → Support collaboration with schools and Lead agencies to determine their reopening plans.

Non-Negotiable Compliance Considerations Expanded Learning Guidelines

When designing the Expanded Learning program model, please consider all of the following factors.

- ASES, 21st CCLC, and ASSETS funding will not increase based on the program model.
- Sites will be required to run 180 days of programming.
- Sub-contractors partnerships and how they will fit into this program model
- No supplanting (Programs are required to provide supplementing/enrichment programs and can not provide any instructional minutes)

Expanded Learning Program Models

Given the constant uncertainty due to COVID-19, the Expanded Learning Office is asking all Expanded Learning Partners and Site Leadership Teams to design programming for multiple reopening models to ensure we can meet our communities' needs in the fall.

Possible modified program models:

- Distance Learning Support
- In-person with modifications based on State and County Safety guidelines.
 - If the sites are in any type of hybrid programming where some are on and some students are off-campus.
 Expanded Learning funds are to be prioritized for in-person programming.
 - This modification occurs when students come back part-time or not all students come back in person. I.E. small pod instruction with only 12-14 students present in each class.

ease answer the followi e.	ng questions to help guide program contingency planning. Staffing is the key ingredient to making	these decisions for eac
☐ How ma.	by full-time employees does the expanded learning program employ? (i.e., site coordinators)	
☐ How mai	y part-time employees?	
	1	
☐ How mai	y hours do the part-time employees work?	
20	Hrs	
☐ Does the	program have subcontractors that provide service?	

MODIFIED SCOPE OF WORK

Please Indicat Learning funds service.)	e below how the Expanded Learning Program will support each possible modification. Check all that apply. (Keep in mind that Expanded should be used to support enrichment for students. If staff is supporting school day make sure to set aside dedicated for them to provide this
Distance Lear	ning:
1 3 3 3 3 3 3 3 3	Expanded Learning staff will be generally present (via Zoom) fromam/pm toam/pm
•	Expanded Learning staff will virtually support 1:1 with a student(s)groups of students
0	Expanded Learning staff will virtually support teachers directly.
(*)	Expanded Learning staff will lead and facilitate programming independently of the school day
0	Expanded Learning staff will assist with specific subjects.
	List subjects below:
	VIOCO FIDURCATOR PARTY CONTROL OF THE PARTY CONTROL
	Math Lab – intervention for 5th through 12th grade students. BUILD Mentor Session – 9th grade students. BUILD Mentor Session – 9th through 12th grade students. Boys Mentoring – RP Circles – 9th through 12th grade students. Boys Mentoring – RP circles – 9th through 12th grade students. Studio Art – 9th through 12th grade students. Art History – 9th through 12th grade students.
Please briefly o	lescribe how the program will support distance learning:
Maintain and u remote and syn	ation of the extended day MetWest High School Homework Center and tutoring of individual students, 9th-12th grades, pace for students and provide 1:1 and small group tutoring and academic support to students, sociate homework center tracker spreadsheet and communicate with teaching staff about students' academic progress. Classes are chronous on Zoom. Maintial an up-to-date Google Classroom and on-time zoom class meetings, For each class section and each class date provide of synchronous online instruction.
0 0	iffied by State and County Health Guidelines: Expanded Learning staff are in person with a small cohort, based on county POD guidelines Expanded Learning staff will provide programming for 3 hours after the school day ends. Expanded Learning staff will provide distance learning support for student or 1:1 tutoringExpanded Learning staff will support in-person students doily Expanded Learning staff will virtually support students on days when all students are virtual
Please briefly d	escribe how the program will support distance learning:
Host zoom spac remote and syn	- blended with the school day. Coordination of the extended day MetWest High School Homework Center and tutoring of individual students, 9th- e for students and provide 1:1 and small group tutoring and academic support to students. Classes are Classes are Classes are consulted in the consultation of the consultation of the class date provide a synchronous online instruction.
SECTION 3: PAR	TNERSHIP & COMMUNICATION ASSURANCE
How will the	site operationalize communication between the lead agency staff and school faculty? Are there existing spaces that the coordinator or instructors should be invited into to improve alignment between the school faculty and expanded learning staff?
	PBIS
	Staff Meetings
	Grade level Collaboration
	COST
	If a shift happens how do you collaboratively transition from fully remote learning to in-person learning modified? (i.e. Keep in mind impact, staff readiness, budget, space, and county/state guidelines.) What are the steps/considerations for the transition?

ine expanded learning coordinator and rull expanded learning start are considered part of the school site start. They will participate in all staff meetings. They will work with the MetWest leadership team as the site transitions from remote learning to in-person learning or vice versa.

METWEST HIGH SCHOOL EXPANDED LEARNING PROGRAM ENROLLMENT TIMELINE 2021-2022

Every MetWest High School student participates in our after school programming. Enrollment is confirmed at our registration on Tuesday, August 3, 2021 4pm to 7pm and Wednesday, August 4, 2021 9am-12pm and Thursday, August 5, 2021 9am-7pm. In our outreach/recruitment of 8th grade students and in our orientation for incoming students, we emphasize the required participation in our after school program. We hosted zoom meetings on March 18, 2021 and March 19, 2021 for new students and families. We will also host family conferences during our August 2021 registration.

- May 2021: Enrollment for 2021-2022 programs
- Families will be notified of 2021-2022 after school enrollment during exhibition week: Week of May 17th
- After school programs begin on the first day of school, August 9, 2021 with enrollment at 75% capacity.
- During school registration on August 3, 4, and 5, 2021, the OUSD and EBAYC after school program enrollment forms are distributed to every single student that registers at MetWest High School. We are also planning online registration in coordination with the school site.
 - Parents/guardians complete the packet and return it to the school attendance office. The signed forms confirm their enrollment in the Expanded Learning program.
 - The program accepts all students including newcomers, homeless youth, foster youth, and others that attend MetWest High School.

METWEST BELL SCHEDULE HUERTA CAMPUS 2021-2022 ELP UPDATED 4.15.2021

	MONDAY	TUESDAY LTI Day	WEDNESDAY	THURSDAY LTI Day	FRIDAY
ĺ	A BLOCK 8:30-10:00	A BLOCK 8:30-10:00	A BLOCK 8:30-10:00	A BLOCK 8:30-10:00	A BLOCK 8:30-10:00
2	B BLOCK 10:10-11:05	Learning Through Internship 10th, 11th and 12th grade students leave for LTI at 10:10 / 9th grade students leave for LTI at 11:20am	B BLOCK 10:10-11:05	Learning Through Internship 10th, 11th and 12th grade students leave for LTI at 10:10 / 9th grade students leave for LTI at 11:20am	B BLOCK 10:10-11:05
	C BLOCK 11:15-12:10	Learning Through Internship	C BLOCK 11:15-12:10	Learning Through Internship	C BLOCK
	LUNCH 12:10-12:50		LUNCH 12:10-12:50	internanip	11:15-12:10 LUNCH
	D BLOCK / ELP 1:00-1:55		D BLOCK / ELP 1:00-1:55		12:10-12:50 D BLOCK / ELP
	E BLOCK / ELP 2:00 - 2:55		E BLOCK / ELP 2:00 - 2:55		1:00-1:55 E BLOCK / ELP
	F BLOCK / ELP 3:05-4:00		F BLOCK / ELP 3:05-4:00		2:00 - 2:55 F BLOCK / ELP 3:05-4:00

METWEST BELL SCHEDULE HUGGINS CAMPUS 2021-2022 ELP AS OF 4.15.2021

	MONDAY LTI Day	TUESDAY	WEDNESDAY LTI Day	THURSDAY	FRIDAY
	A BLOCK 8:30-10:00	A BLOCK 8:30-10:00	A BLOCK 8:30-10:00	A BLOCK 8:30-10:00	A BLOCK 8:30-10:00
	Learning Through Internship 10th, 11th and 12th grade students leave for LTI at 10:10 / 9th grade students leave for LTI at 11:20am	B BLOCK 10:10-11:05	Learning Through Internship 10th, 11th and 12th grade students leave for LTI at 10:10 / 9th grade students leave for LTI at 11:20am	B BLOCK 10:10-11:05	B BLOCK 10:10-11:05
Ü	Learning Through Internship	C BLOCK 11:15-12:10	Learning Through Internship	C BLOCK 11:15-12:10	C BLOCK 11:15-12:10
8		LUNCH 12:10-12:50		LUNCH 12:10-12:50	LUNCH 12:10-12:50
		D BLOCK / ELP 1:00-1:55		D BLOCK / ELP 1:00-1:55	D BLOCK / ELP 1:00-1:55
		E BLOCK / ELP 2:00 - 2:55		E BLOCK / ELP 2:00 - 2:55	E BLOCK / ELP 2:00 - 2:55
		F BLOCK / ELP 3:05-4:00		F BLOCK / ELP 3:05-4:00	F BLOCK / ELP 3:05-4:00
	2017 Salasia			F BLOCK / ASP 3:30-5:00	5.5500

Progra m Schedu le Decripti on

ems	Program Title	Description	Towns and the second se	Which required CDE component does this activity meet?	Explain how the activity is meeting CDE requirements. How are you ensuring it is high-quality?
(200,000)	, iogram mac	Description	Staff	Use drop down menu	
	Homework Center	12	Soch, Martin Jimenez, Dutton, Campbell, Saelee	Educational and Literacy Component	We will leverage small group collaboration time with ASP staff with a focus on learning, creating/idoing together, while using intentional protocols for reflection and assessment based on data and student work. Through the process of co-creating rubrics we will be pushed to identify the specific skills that we are teaching our students and through a norming process will be able to assess students equitably while also being able to identify specific skills students need more support around.
	Math Lab	intervention for 9th through 12th grade students.	NEWS WAY IN THE REAL PROPERTY.	Educational Enrichment	Math literacy intervention, tutoring support. Building math academic skills.
	Studio Art	9th through 12th grade students.	Holohan	Educational Enrichment	Art skill building.
	BUILD Mentor Session	9th grade students.	Cellemme, Saelee	Educational Enrichment	
	Mural Art	Salar Salar (Manageria 19		Loccational Enrichment	Entrepreneur skill building, leadership, access and equity.
	Gardening, Nutrition, Food	9th through 12th grade students.	Holohan	Educational Enrichment	Art skill building.
	Justice and Cooking	9th through 12th grade students.	Holohan	Educational Enrichment/Physical Activity	Skill building, youth voice and leadership. Healthy choices and behaviors promoted.
	Fashion Design	9th through 12th grade students.	Holohan	Educational Enrichment	Skill building, youth voice, Entrepreneur skill building.
	Jewelry Making	9th through 12th grade students.	Holohan	Educational Enrichment	Skill building, youth voice, Entrepreneur skill building.
	Adanced Art / Portfolio Development	11th and 12th grade students / ladder of proficiency. Advanced concepts in Art. Students will explore a variety of materials and 2-D and 3-D techniques.	Holohan	Educational Enrichment	Art skill building, youth voice, leadership, access and equity.
	Maker Lab	1. 11th and 12th grade students / ladder of proficiency. Advanced concepts in Art. Students will explore a variety of materials and 2-D and 3-D techniques.	ТВА	Educational Enrichment	
	Raza Studies	9th through 12th grade students - open to all students.	Arroyo		Skill building, youth voice, leadership, access and equity.
-	Cycles of Change Biking	9th through 12th grade students.	Kang, Tillman & pending safety	St	Skill building, youth voice, leadership, diversity, access. Structured physical activity.
	Sports & Fitness	9th through 12th grade students.	Tillman		Structured physical activity.
10	Yoga	9th through 12th grade students	Heller		Structured physical activity.

Running	9th through 12th grade students.	Carey	Physical Activity	Christian
Photograpy & Graphic Design	9th through 12th grade students.	Garibay		Structured physical activity.
Video Production			Physical Activity	Skill building, youth voice, leadership, access and equity.
Video Production	9th through 12th grade students.	Garibay	Physical Activity	
Senior Leadership 12th grade advisory leadership team.		Skill building, youth voice, leadership, access and equity.		
	COTT.	Arechiga	Educational Enrichment	Youth voice and leadership,
Yearbook	9th through 12th grade students.	Inyang	Educational Enrichment	Youth voice and leadership.
Chapter 510 Writing	9th and 10th grade students.	TOA		
			Educational and Literacy Component	Literacy and writing intervention, tutoring support. Building writing acaden skills.

Exhibit C

PARENT PERMISSION AND RELEASE AND STUDENT INFORMATION

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

Name of School:		·		
Student's Name			Grade	Date of Birth
Parent/Guardian Name (Please print)	Signature	7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7	Too	day's Date
Home Address	City		Zip	
Home Phone	Work Phone	- Cell Phor	ne	
	Relationship			k/home/cell
Name	Relationship		Phone: wor	k/home/cell
Does your child have health coverage?	Yes	Nc)	
Name of Medical Insurance	Policy/ Insurance #	Primar	y Insured's N	Name
Email	Email			
authorize After School Program Staff ecessary for my child during the After	to furnish and/or obtain School Program.	emergency m	nedical treatr	nent which may be

RELEASE OF LIABILITY

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

√		
Parent/Guardian Signature	Date	

AFTER SCHOOL PROGRAM ATTENDANCE POLICIES

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

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

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

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

STUDENT RELEASE

As parent/guardian, I understand that the After-School Program will begin immediately after school is out and will end by $\underline{6:00~p.m}$.

I give the After-School Program staff permission to release my child from the after-school program without supervision. I understand that my high school-age child will sign himself/herself out of program, and will be released on his/her own.

I understand that my high school-age child may sign himself/herself out from the after-School program and be released prior to 6:00 pm.

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 my child's release from the After-School Program without supervision.

abla		
Parent/Guardian Signature	Date	

PERMISSION TO EVALUATE PROGRAMS AND TRACK STUDENT PROGRESS

For the 2021-2022 school year, I give consent to Oakland Unified School District to disclose to After-School Program Staff my child's confidential academic data (test scores, report cards, attendance, and other performance indices), and input my child's data into the database created for afterschool programs for the sole purpose of providing targeted support and academic instruction and assessing the academic effectiveness of the After-School Program. I also give permission for After-School Program staff to monitor my student's progress and to request my child to voluntarily participate in evaluation surveys for the purpose of determining program effectiveness. I understand that consent to disclose information and evaluate programs is not a requirement to participate in the after-school program and that I can withdraw this consent at any time by notifying the After-School Program and the OUSD After-School Programs office in writing.

✓	
Parent/Guardian Signature	Date
PHOTO/VIDEO RELEASE	
During your child's attendance in the After-Schophotographed or videotaped; these photograph	ool Program, s/he may participate in an activity that is being s/video recordings may be used for promotional purposes.
My childmaymay not be photographed,	videotaped by the After-School program for promotional purposes.
program activities and to edit or use any photog I and my child shall have no legal right or interes	proved to photograph or videotape my child during After School graphs or recordings at the sole discretion of OUSD. I understand that it arising from the recording, including economic interest. I also and any third party it has approved from and against all claims, or use of the recording.
✓	
Parent/Guardian Signature	Date

SPECIAL NOTE REGARDING PROGRAM FEES

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

After-School Programs, 2021-2022

AFTER SCHOOL PROGRAM NAM	1E:
SCHOOL SITE:	
STUDENT HEALTH FORM STUDENT INFORMATION Student's Name	Date of Birth
Grade in 2021-22	Language spoken in the home
PARENT/GUARDIAN INFORMATION	
Phone (home)	
Parent/Guardian Cell #	Parent/Guardian Work #
Name of Child's Doctor	Telephone
EMERGENCY In case of emergency, please contact:	
Name:	Relationship to student:
Phone Number:	
HEALTH	
HEALTH CONDITION	e Health Conditions and requires management after school:
Severe Allergy to:	MEDICATION
☐ Severe Allergy to: ☐ Asthma	Student has EpiPen® at school
Dishetes	
□ Seizures	
□ Sickle Cell Anemia	Student has medication at schoolStudent has medication at school
Cystic Fibrosis	
Other conditions:	Student has medication at school
	☐ Student has medication at school
Medical History that may be of importanc	ce
List any Allergies:	
Medications needed after school hours: _	

SPECIAL INSTRUCTIONS

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

See your School Nurse/Health Services for more information.

AUTHORIZATION TO TREAT MINOR

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

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

Date:	Parent/Guardian Signature:
Print Name:	
Does your child have vision problems	?
Have you ever been notified that you	r child has difficulty seeing?
Is your child supposed to wear glasse	s?

Please return this form immediately to the after-school program. Thank you!

Exhibit D

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

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

Lead Agency	
Email	
Fax	
21 – December 17, 2022 3, 2022 to May 26, 2022	he After School
ot, Date(s)	Time(s)
	Date
	Date
	Date
	Events and Off Site Activities for to 221 – December 17, 2022 ates: to

Exhibit E

EAST BAY REGIONAL PARK DISTRICT

WAIVER AND RELEASE OF LIABILITY AND INDEMNITY AGREEMENT

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

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

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

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

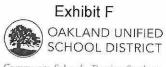
Minor Participants. If Participant is under 18, Participant's custodial parent or legal guardian must sign below, warranting that he or she is the Participant's custodial parent or legal guardian, and is agreeing to the terms and conditions of this Agreement, on both his or her and the Participant's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

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

Participant Name (Print)		
Name of Custodial Parent or Guardian (if Participant is	under 18):	
Signature: Participant Signature (if over 18) or Custodial Parent or	Date:	

EBRPD Warver - Swim Use

Rev. 3/09



Community Schools, Thriving Students

INVOICING AND STAFF QUALIFICATIONS FORM 2021-2022

Basic Directions

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

Employee, agent or subcontractor name.

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

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

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

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

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



PROCEDURE FOR INVOICING

Oakland Unified School District Comprehensive After School Programs 2021-2022

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

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

The tentative schedule for OUSD payments is anticipated as follows:

Invoices due to our office by 5:00 pm on:	Accounts Payable checks to be mailed on		
August 10, 2021	August 25, 2021		
September 10, 2021	September 22, 2021		
October 11, 2021	October 23, 2021		
November 10, 2021	November 20, 2021		
December 10, 2021	December 21, 2021		
January 10, 2022	January 25, 2022		
February 10, 2022	February 26, 2022		
March 10, 2022	March 23, 2022		
April 11, 2022	April 30, 2022		
May 10, 2022	May 28, 2022		
June 10, 2022 for May invoices	June 25, 2022		
June 15, 2022 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 2021-2022**

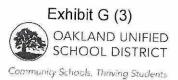
The following procedures are required in submitting fiscal forms for Extended Time for OUSD employees utilizing 21st Century and/or ASES funding:

Paying OUSD Certificated Employees (Teachers)

- Academic Liaisons and Extended Contract teachers should submit a "Request for Extended Contract" IN ADVANCE to approve all projected work to be completed, using appropriate Budget string (Object Code usually -1120 or -1122)
- ◆ The FIRST submission of the 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 Extended Contract & ALL Time Sheets
- Please be sure to submit ORIGINALS of all documents
- Please use only ONE SIDED Time Sheets
- ◆ Deliver to OUSD After School Programs Office All 21st Century and/or ASES 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 on extended contracts is \$38.50/hr.
- Once the Request for Extended Contract has been submitted and approved, only timesheets are required to be submitted for subsequent payments.

OUSD Anticipated Payroll Issue Dates ***Please note: Allow 45 days processing time for the first submission. Future submissions take approximately 5 weeks .***			
October 31, 2021			
November 30, 2021			
December 22, 2021			
January 31, 2022			
February 28, 2022			
March 31, 2022			
April 30, 2022			
May 31, 2022			
June 30, 2022			

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



PROCEDURES FOR EXTENDED TIME AND/OR OVERTIME FORMS (ET/OT) FOR OUSD CLASSIFIED EMPLOYEES 2021-2022

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

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

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

ET/OT Forms Due to After School Programs Office on the following anticipated dates:	OUSD Anticipated Payroll Issue Dates		
September 15, 2021	September 30, 2021		
September 30, 2021	October 15, 2021		
October 15, 2021	October 31, 2021		
October 31, 2021	November 15, 2021		
November 15, 2021	November 30, 2021		
November 30, 2021	December 15, 2021		
December 15, 2021	December 29, 2021		
December 29, 2021	January 15, 2022		
January 15, 2022	January 31, 2022		
January 31, 2022	February 15, 2022		
February 15, 2022	February 28, 2022		
February 28, 2022	March 15, 2022		
March 15, 2022	March 31, 2022		
March 31, 2022	April 15, 2022		
April 15, 2022	April 30, 2022		
April 30, 2022	May 15, 2022		
May 15, 2022	May 31, 2022		
May 31, 2022	June 15, 2022		
June 15, 2022	June 30, 2022		

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

EBAYC Certificate of Insurance

ACORD					ASTBAY-11	27022200	SGONZALEZ
The contract of the contract o	ERT	IFICATE OF LI	ABILITY IN	SURAN	CE		(MM/DD/YYYY)
THIS CERTIFICATE IS ISSUED AS A CERTIFICATE DOES NOT AFFIRMATI BELOW. THIS CERTIFICATE OF INS REPRESENTATIVE OR PRODUCER, AN	HANGIE	E DOES NOT CONSTITUTE				TE HO	
IMPORTANT: If the certificate holder if SUBROGATION IS WAIVED, subject this certificate does not confer rights to	ris an A	DDITIONAL INSURED, the			NAL INSURED provision require an endorsement	ns or b	e endorsed. tatement on
PRODUCER LICENSE # U/5///6		Mindred Monder III Red Of S	CONTACT Rocky S	tein			
HUB International Insurance Services Inc. 2300 Clayton Rd Concord, CA 94520	•		PHONE (A/C, No. Ext): (925)	115-5152 Dhubintern	FAX (A/C, No):	(951)	231-2572
			IN	SURER(S) AFFO	RDING COVERAGE		NAIC#
INSURED	-		INSURER A : Nonpro	fits' Insurar	ce Alliance of Californ	nia, Inc	
East Bay Asian Youth Cente	2		INSURER B : Oak Ri			-	34630
2025 E 12th St	E.		INSURER C : Scotts	iale Indemi	nity Company		15580
Oakland, CA 94606			110 00 00 00 00 00 00 00 00 00 00 00 00			-	
			INSURER E :		*****		
COVERAGES CER	TIFICAT	E NUMBER:	W		REVISION NUMBER:	-	
THIS IS TO CERTIEV THAT THE BOLIGIE	C OF IL	ICHDANOE HOTER BELOW	HAVE BEEN ISSUED			THE PO	ICY PEPIOD
CERTIFICATE MAY BE ISSUED OR MAY EXCLUSIONS AND CONDITIONS OF SUCH R	PERTAIN	N. THE INSURANCE AFFOR	DED BY THE POLICE BEEN REDUCED BY	IES DESCRIB PAID CLAIMS	R DOCUMENT WITH RESPI ED HEREIN IS SUBJECT	ECT TO TO ALL	WHICH THIS THE TERMS,
A X COMMERCIAL GENERAL LIABILITY	ADDL SUB INSD WVI	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMO	rs	
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A CCCC		202055188	6/1/2020	6/1/2021	DAMAGE TO RENTED PREMISES (Faloccurrence)	\$	500,000
					MED EXP (Any one person)	\$	20,000
CENT ACCRECATE LAND LINE AND AND					PERSONAL & ADVINJURY	\$	1,000,000
POLICY PRO X LOC	- 1				GENERAL AGGREGATE	5.	2,000,000
	- 1				PRODUCTS - COMP/OP AGG	5	2,000,000
A AUTOMOBILE LIABILITY	-				and the same of the same	S	
ANY AUTO			V42 \$200 W 990 W	BENALTIS 1991-0	COMBINED SINGLE LIMIT (Fa accident)	s	1,000,000
OWNED SCHEDULED AUTOS		202055188	6/1/2020	6/1/2021	BODILY (NJURY (Per person)	\$	
X HURES ONLY X NON-SWINED					EODILY INJURY (Per accident) PROPERTY DAMAGE (Por accident)	\$	
A X UMBRELLA LIAB X OCCUR						\$	1,000,000
EXCESS LIAB CLAIMS-MADE		202055188-UMB	6/1/2020	6/1/2021	EACH OCCURRENCE	\$	1,000,000
DED RETENTIONS		N.		100.0902.75.5	AGGREGATE	\$	1,000,000
B WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE 1		EAWC114576	6/1/2020	6/1/2021	X PER STATUTE ER	\$	1,000,000
(Mandatory in NE)	N/A	A STATE OF THE STA			E.L. EACH ACCIDENT	\$	1,000,000
If yes, describe under DESCRIPTION OF OPERATIONS below					EL DISEASE - EA EMPLOYEE		1,000,000
C Directors & Officers		EKI3328837	5/14/2020	5/14/2021	Ret: 0 Each Claim	5	1,000,000
C Employment Practices		EKI3328837	5/14/2020	5/14/2021	Retention \$7,500		1,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLI NONPROFITS INSURANCE ALLIANCE OF CA Policy Number: 2020-55188 Effective Dates:	08/01/2	020 - 06/04/2024	ile, may be attached if mor	space is requir	ed)		
Sexual Abuse or Molestation - \$1,000,000 Ea	ch Clair	n / \$2,000,000 Aggregate					
INSURER: Nonprofits' Insurance Alliance of Policy Number: 2020-55188PROP Effective	Californi Dates: (ia, Inc. 06/01/2020 - 06/01/2021 - Li	mit: \$5,000 - Deducti	ble: \$500			
SEE ATTACHED ACORD 101							
CERTIFICATE HOLDER			CANCELLATION	ATTOM TO THE OWNER OF THE OWNER			
Oakland Unified School District 1000 Boradway, Suite 440 Oakland, CA 94607			SHOULD ANY OF THE EXPIRATION ACCORDANCE WI	HE ABOVE DI DATE TH TH THE POLIC	ESCRIBED POLICIES BE C. EREOF, NOTICE WILL Y PROVISIONS.	ANCELL BE DEL	ED BEFORE JVERED IN
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ACORD 25 (2016/03)			@ 19	8-2015 ACC	ORD CORPORATION	611 simb	to cooperat

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ACORD 101 (2008/01)

AGENCY	ADDITIONAL REMA	ARNO SCHEDULE Page 1 of
IUB International Insurance Service	License # 075777	6 NAMED INSURED
OLICY NUMBER	s inc.	2025 E 12th St
EE PAGE 1		6 Nameto INSURED East Bay Asian Youth Center 2025 E 12th St Oakland, CA 94506
ARRIER		
EE PAGE 1	NAIC CODE	
DDITIONAL REMARKS	SEE P 1	EFFECTIVE DATE: SEE PAGE 1
HIS ADDITIONAL REMARKS FORM IS A	SCHEDULE TO ACORD FORM,	
ORM NUMBER: ACORD 25, FORM TIT	LE: Certificate of Liability Insurance	

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POLICY NUMBER: 2020-55188

East Bay Asian Youth Center Named Insured:

COMMERCIAL GENERAL LIABILITY CG 20 26 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SE S 1929 | E DE G E

SCHEDULE

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

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

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

- 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: on your behalf:
 - In the performance of your ongoing operations;
 - or In connection with your premises owned by or rented to you. 2.

However:

- wever:
 The insurance afforded to such additional insured only applies to the extent permitted by
- Insured only applies to the extent permitted by law; and If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- With respect to the insurance afforded to these additional insureds, the following is added to Section III Limits Of Insurance:

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

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

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

CG 20 26 04 13

@ Insurance Services Office, Inc., 2012

Page 1 of 1

Exhibit I

STATEMENT OF QUALIFICATIONS

INSERT HERE



East Bay Asian Youth Center

Statement of Qualification

EBAYC is a 501(c)3 non-profit youth development organization dedicated to supporting young people to be safe, smart, and socially responsible. Our work is intentionally focused on helping young people develop the relationships, knowledge, skills, values, and aspirations they need to succeed in life. Our work with young people is long-term commitment. We provide young people a neighborhood-based continuum of supports and opportunities from elementary school through young adulthood.

EBAYC served over 3,000 youth each year through our Expanded Learning programs and intensive case management services. EBAYC program strategies resulted in higher school attendance rate and lower school suspension rate. Over the course of four decades, EBAYC consistently demonstrates high standards of program quality and performance as indicated by city, county, and school district evaluation.

Our Vision

EBAYC envisions young people growing to be life-long builder of a just and compassionate multicultural society.

Our Mission

EBAYC builds supportive relationships with young people to empower them to be safe, smart, and socially responsible.

Our Theory of Change

If EBAYC provides intensive support to hard-to-reach young people most impacted by poverty, violence, and trauma; organizes families to increase public investments to improve young's people's lives; transform schools into neighborhood based youth and family services centers; Then EBAYC would advance its mission.

2025 E. 12th Street Oakland, CA 94606 www.ebayc.org

Tel. 510.533.1092

Fax 510.533,6825

EBAYC DOJ&TB Letter - OUSD



April 15, 2021

Martha Peña Coordinator, Expanded Learning Programs Community Schools & Student Services Oakland Unified School District 1000 Broadway Oakland, CA 94607

Dear Peña:

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

EBAYC conducts its own background check on all employees and volunteers. 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 will include the employees' ATI numbers on the invoices to OUSD, and will make available to OUSD the TB test results upon demand.

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,

H. Nhi Chau Deputy Director of Strategic Development

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.

 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. <u>Termination.</u> Subject to any applicable employment laws, any Party may terminate this Agreement or any employment relationship created under this Agreement with two weeks written notice to the other Parties.

- 9. <u>Litigation.</u> This Agreement shall be performed in Oakland, California and is governed by the Laws of the State of California. The Alameda County Superior Court shall have jurisdiction over any state court litigation initiated to enforce or interpret this Agreement.
- 10. 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

SAM Search Results List of records matching your search for:

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

ENTITY EAST BAY ASIAN YOUTH CENTER

Status: Active

DUNS: 867936601

+4:

CAGE Code: 4QB11

DoDAAC:

Expiration Date: 02/25/2022

Has Active Exclusion?: No

Debt Subject to Offset?: No

Address: 2025 E 12TH ST

City: OAKLAND

State/Province: CALIFORNIA Country: UNITED STATES

ZIP Code: 94606-4925



MEMORANDUM OF UNDERSTANDING ROUTING FORM 2021-2022

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 Escape.

			Agenc	y Information			N DINE	7-1277-00/2010/190
Agency Name	East Bay Asian Youth Center		Agency's Contact P	erson	David Kakishiba		ba	
Street Address	2025 East 12th Street		Title		Executive Director			
City	Oakland			Telephone	Э	510-533-1092		
State	CA	Zip Code	94606	Email		junji@e	bayc.c	org
OUSD Vendor Number	001474							
Attachments Anticipated Start Date	2021-07-	Statement Program Printout (www.sacompensation	ent of qualifications n Planning Tool and showing this vendo am.gov/portal/public	d Budget or does not appear o	on the Excluded	Parties List		930.00
Resource #	Resource	Name		Information Budget #			2031	
			SE PU -4124-0-1110-4000-5825-338-3380-1879-0106-99999		9-0106-99999	Amount \$ 184930.00		Req. # 21/22 Funds
					9	104930	.00	
								21/22 Funds
					\$	ì		21/22 Funds
					\$	i		21/22 Funds

	OUSD	Contract Originator Informat	ion	AND AND ASSESSMENT OF THE PARTY		
Name of OUSD Contact	Logan Manning	Email	logan.manning@ousd	anning@ousd.org		
Telephone	510-879-2338	Fax		V.		
Site/Dept. Name	MetWest High School	9		12		
		Enrollment Grade	es throug	ıh İ		
THE REAL PROPERTY.	Approval and	Routing (in order of approva	al steps)	NEW COLUMN TO THE CONTROL OF THE		
Services cannot be p	rovided before the MOU is fully approved and fore a PO was issued.	a Purchase Order is issued. Sign	ning this document affirms that to) vour knowledge services		
	ministrator verifies that this vendor does		arties List (https://www.sam.g	ov)		
		Approved	Denied – Reason	Date		
Site Administrator		Logan Manning		5/21/2021		
2. Resource Manaç		Docusigned by: Martia Pena		5/21/2021		
	tendent/Deputy Chief/Exec Dir.	Matin Abdel-gawi		5/24/2021		
4. Cabinet (CAO, S	,	A1A7F4F40745ADE Docusioned by: Soudra Anulyra		5/24/2021		
5. Board of Educati	on or Superintendent	B072CB8033AD409		***		
Procurement	Date Received					
Rev. 5/2018	THIS	FORM IS NOT A CONTRACT				