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## 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

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**Ask of the Board** ☒ Approve Amendment to [Type] Agreement with [Vendor]  
☐ Ratify Amendment to [Type] Agreement with [Vendor]

**Background and Recommendation** *In September 2021 the California Department of Education announced funding increases for ASES and 21<sup>st</sup> 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 21<sup>st</sup> Century Programs has been increased to \$10.18 per student per day.*

*Vendor will fund additional hours for after school Site Coordinator, increase after school staff pay and fund a family event for the after school program at Manzanita Community School.*

**Term** Start Date: 8/1/21 End Date: 7/31/22

**Not-To-Exceed Amount** \$131,092.00

**Competitively Bid** No

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

<b>In-Kind Contributions</b>	<i>District staff monitor budgets and grant compliance requirements. District provides space for after school programs.</i>
<b>Funding Source(s)</b>	<i>Resource 6010 - After School Education and Safety (ASES) Grant in the amount of \$131,092.00</i>
<b>Attachment(s)</b>	<ul style="list-style-type: none"> <li>• Amendment No. 1, Memorandum of Understanding 2021-2022</li> <li>• Amended Budget</li> <li>• Original Memorandum of Understanding 2021-2022, Enactment No. 21-1139</li> </ul>

**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. **21-1139**

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

☒ VENDOR agrees to provide the following amended services:

Description of revision(s) to scope of **Vendor will fund additional hours for after school Site Coordinator, increase after school staff pay and fund a family event for the after school program at Manzanita Community School.**

2. **Term** (duration): ☒ The term of the (Amended) Agreement is unchanged  
☐ The term of the (Amended) Agreement has changed.  
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:  (Click or tap to enter a date.)

3. **Compensation**: ☐ The not-to-exceed amount in the (Amended) Agreement is unchanged  
☒ The not-to-exceed amount in the (Amended) Agreement has changed. 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:

\$  **19,823.00**.

☐ Decrease not-to-exceed amount by:

\$  (Click or tap here to enter text.)

The new not-to-exceed amount under the (Amended) Agreement, as herein amended, is

\$  **131,092.00**.

4. **COVID-19**: To the extent that the Agreement did not contain the following guarantees, by signing this Amendment, VENDOR agrees that:
- 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.
  - 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.
  - 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:

**VENDOR**

Name: David Kakishiba

Signature: 

Position: Executive Director

Date: 4/7/2022

*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**

Name: Sondra Aguilera

Signature: 

Position: Chief Academic Officer

Date: 4/8/2022

- ☐ Board President
- ☐ Superintendent
- ☒ Chief/Deputy Chief/Executive Director

Name: Kyla Johnson-Trammell

Signature: 

Position: Secretary, Board of Education

Date: 5/26/2022

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

# 2021-22 AFTER SCHOOL BUDGET PLANNING SPREADSHEET

<b>Site Name:</b>	Manzanita Community		<b>ASES</b>	<b>OFCY</b>	<b>Other</b>
<b>Site #:</b>	179	%	Resource 6010, Program 1553	<b>Match Funds</b>	<b>Lead Agency</b>
Average # of students to be served daily (ADA)	83.29		OUSD	Lead Agency	Lead Agency
<b>TOTAL GRANT AWARD</b>			<b>152,612.13</b>	<b>80000</b>	<b>5000</b>
OUSD Indirect (5.00%)			7,267.24		
OUSD ASPO admin, evaluation, and training/			9,508.54		
Custodial Staffing and Supplies at 3.5%			4,754.27		
20/21 Carryover			3123		
<b>TOTAL SITE ALLOCATION</b>			<b>134,205.07</b>		
1120	Quality Support Coach/Academic Liaison		2500		
1120	Certificated Teacher Extended Contracts- ma		0		
1120	Certificated Teacher Extended Contracts- ELL				
1120	Certificated Teacher Extended Contracts- ma				
Total certificated			<b>2500</b>	<b>0</b>	<b>0</b>
2205	Site Coordinator (list here, if district employee)		0		0
2220	SSO (optional)		0		
			0		
Total classified			<b>0</b>	<b>0</b>	<b>0</b>
3000's	Employee Benefits for Certificated Teachers (b		612.50		
3000's	Employee Benefits for Classified Staff on Extr		0		
3000's	Employee Benefits for Salaried Employees (b		0		
3000's	Lead Agency benefits (rate: 25%)			0	
Total benefits			<b>612.50</b>	<b>0</b>	<b>0</b>
4310	Supplies		0		0
4310	Curriculum		0		0
5829	Field Trips		0		0

4420	Equipment (including computers - OUSD only)		0		0	
	Bus tickets for students					
	Professional Development for Site Staff		500			
	Total books and supplies		0	500	0	0
5825	Site Coordinator (\$63K + benefits)		17097	61240		
5825	Academic Instructors (75 days x 5 hours x \$200)		109851.76			
5825	Enrichment Facilitators (List each staff position)					
5825	Subcontractors (please list each specific subcontractor)					
5825	STEM instructors					
5825	College/career readiness facilitator (recommended)					
5825	Other Staff					
5825	Family Liaison (recommended for 21st Century Learning Center)					
5825	Mental Health consultant (optional)					
5825	Staff time to participate in Continuous Quality Improvement					
5825	Deputy Director					
5825	Program Activities			8325	5000	
5825	Total services		0	126948.76	69565	5000
	Total value of in-kind direct services					0
	Lead Agency admin (4% max of total contract)		3,643.81	10435	0	
	Subtotals DIRECT SERVICE	85.30	5,394.55	127448.76	69565	5000
	Subtotals Admin/Indirect	14.70	19,248.01	3,643.81	10435	0
	Total budgeted per column		24,642.56	131,092.57	80000	5000
	Total BUDGETED	100.00	155,735.13		80000	5000

**BALANCE remaining to allocate**

**0.00**

**TOTAL GRANT AWARD/ALLOCATION TO SITE**

**155,735.13**

**ASES MATCH REQUIREMENT:**

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

Total Match amount required for this grant: 50,870.71

Facilities count toward 25% of this match requirement: 12,717.68

Remaining match amount required: 38,153.03

Match should be met by combined OFCY funds, other site funds: 85000

Total Match amount left to meet: -46,846.97

**Required Signatures for Budget Approval:**

Principal:

Lead Agency:

Board Office Use: Legislative File Info.	
File ID Number	21-1446
Introduction Date	6/23/21
Enactment Number	21-1139
Enactment Date	6/23/2021 er



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

# 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 – Manzanita Community School

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**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 Manzanita Community School's comprehensive After School Program, for the period of August 1, 2021 through July 31, 2022, in an amount not to exceed \$111,269.00.

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

**Discussion** 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** After School Education and Safety (ASES) Grant/Resource 6010 in the amount of \$111,269.00

**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 Elementary and Middle Schools**  
**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 **179 Manzanita Community School** under the following grants:
  - After School Education and Safety Program ("ASESP")
  - California Department of Education ("CDE") 21<sup>st</sup> Century Community Learning Center (21<sup>st</sup> CCLC)
  - Oakland Fund for Children and Youth - This MOU will also outline services provided on OUSD school grounds through the Oakland Fund for Children and Youth ("OFCY") After-School Initiative funds that shall be utilized as matching funds to CDE ASEP and 21<sup>st</sup> CCLC funds.
  - Private grants
2. **Term of MOU.** The term of this MOU shall be August 1, 2021 through July 31, 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** California Department of Education and/or U.S. Department of Education after school grant funds and subject to grant funding levels, the ASES and 21<sup>st</sup> CCLC grant award amount for **East Bay Asian Youth Center** is **\$ 111269.00**. AGENCY shall be entitled to compensation from these funds in accordance with the following terms and conditions:



- 4.1. **Total Compensation.** Subject to the provisions of 4.2 Positive Attendance and the provisions of 4.3 Administrative Fee and subject to AGENCY compliance with MOU requirements, AGENCY shall receive the amount of the grant award less OUSD's administrative fees and other site costs agreed to by the Site Administrator and AGENCY. Penalties may be assessed or payments withheld for non-compliance, including but not limited to MOU requirements, attendance reporting, fiscal invoicing, full participation at OUSD required meetings and trainings and in continuous quality improvement efforts.
- 4.2. **Positive Attendance.** Payment for services rendered related to the ASEP and 21st CCLC grants shall be based on actual student attendance rates (\$8.88 a day per student through ASEP and \$7.50 a day per student through 21st CCLC), not estimates, as those programs are "positive attendance based." OUSD reserves the right to modify the annual core allocation based on reported attendance. In the event that payments made to AGENCY exceed the reported attendance for the Core grant, the AGENCY will return payments to OUSD at the rate of \$8.88 a day for ASEP and \$7.50 a day for 21st CCLC per student. Documentation of attendance must be submitted through the OUSD/OFCY attendance systems in order for invoices for payment of services for the ASEP and 21st CCLC grants to be processed. Exhibit A ("Attendance Reporting Schedule 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 ASEP, 21ST CCLC (Core Grant) for any adjustments resulting from the reconciliation of the attendance reports for that quarter's months. The attendance reconciliation process will assess the program's performance with respect to the required compliance with the grant mandated attendance rates. Based on the review, financial adjustments of additional payment or additional withholding will be made. Any remaining balance(s) will be forwarded to AGENCY or OUSD. Any adjustment required in excess of the withholding will necessitate additional adjustments to future invoices and payments.
- 4.2.2. **Administrative Charges and Reconciliation.** Reconciliation process for positive attendance based grants must factor in the subtraction of administrative and other OUSD central charges, as outlined in section 4.3, from any grant amounts earned through attendance (OUSD indirect, custodial, evaluation, and After School Programs Office administrative and training/technical assistance fees).
- 4.3. **OUSD Administrative Fees.** OUSD shall charge and withhold up to 14% from the overall ASEP and 21st Century grant awards for central indirect, administrative, custodial, evaluation, and direct service training and technical assistance.
- 4.4. **AGENCY Administrative Fees.** AGENCY understands and agrees that it may not charge more than 4% of the total contract amount as administrative fees and that its administrative fees must be set at an appropriate dollar amount to keep the ASEP and 21st Century grants within the grant-mandated allowable 15% for total indirect/administrative costs. The agency administrative fees charged to the ASEP and 21st CCLC grants must be used for direct administrative costs and cannot be used for agency indirect costs. Direct administrative costs consist of expenditures for administrative activities that provide a direct benefit to the ASEP and 21st CCLC programs. Indirect costs consist of expenditures for administrative activities that are necessary for the general operation of the agency, but that cannot be tied to the ASEP and 21st CCLC programs.
- 4.5. **Program Budget.** The grant will remain as part of the site budget. Funds will be encumbered from the site budget on behalf of AGENCY for the school year 2021-2022 and will not exceed **\$ 111269.00** in accordance with Exhibit B. **Exhibit B** ("ASEP/21st CCLC Planning Tool/Comprehensive After School Program Budget for AGENCY 2021-2022").

- 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 ASES and 21<sup>st</sup> CCLC programs is to establish local programs that offer academic assistance and enrichment for students in need of such services regardless of their ability to pay. Though it is not against the rules to charge fees for participation in programs, the CA Department of Education discourages it because it could exclude students in need from attending and taking advantage of the after school program. Fees should not create a barrier to participation in the after school program. After school services must be equally accessible to all students targeted for services regardless of their ability to pay. Programs that propose to charge fees may not prohibit any family from participating based on their inability to pay and must offer a sliding scale of fees and scholarships for those who could not otherwise afford to participate. Any income collected from fees must be used to fund program activities specified in the grant application. AGENCY shall do full accounting of fees collected, and documentation shall be kept for 5 years for auditing purposes. If AGENCY decides to charge fees, this decision shall be made collaboratively with the Site Administrator, and AGENCY shall work collaboratively with the Site Administrator and parent leaders to develop an appropriate program fee structure for the school community. AGENCY shall provide the OUSD After School Programs Office with written documentation of the program fee structure prior to charging any program fees, and shall provide OUSD with additional documentation upon request, to ensure grant compliance. Programs that charge program fees will waive or reduce these fees for students who are eligible for free or reduced-priced meals. Programs cannot charge fees if the child is a homeless youth, as defined by the federal McKinney-Vento Homeless Assistance Act (42 U.S.C. Sec.1143a), newcomers (refugee, asylee, and unaccompanied minor), or if the child is in foster care. Any site receiving 21<sup>st</sup> 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 **179 Manzanita Community School** will be responsible for operations and management of the ASESP, 21<sup>st</sup> CCLC, OFCY, and private grants contracted to AGENCY by OUSD for fiscal year 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 **179 Manzanita Community 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 Truth, Hope, Change, Curiosity tool
- planning with data (using self-assessment and other program data as available)

- development of quality action plan with SMART goals for program improvement
- progress check for program quality e.g. quality coaching

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

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

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

5.3. **Enrollment.** AGENCY will enroll 2 through 5 grade students at 179 **Manzanita Community School**, to serve sufficient number of students and run services for a sufficient number of days to earn the full core grant allocation of funding.

#### 5.4. **Program Requirements**

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

5.4.2. **Program Days.** The program shall be offered a minimum of 177 - 180 days during the 2021–2022 school year. AGENCY will close the ASEP and 21<sup>st</sup> CCLC program no more than a maximum of 3 days in the 2021-2022 school year for staff professional development, as permitted by Education Code. Programs that receive 21<sup>st</sup> CCLC Supplemental grant funds or private funding for summer shall additionally operate a sufficient number of days and hours in the summer, on weekends, and during intercession in the manner prescribed by the grant legislation and/or funder, in order to meet attendance goals required by the CA Department of Education and/or the funder.

5.4.3. **Program Components.** AGENCY agrees to provide programming that supports the guidelines as outlined in the ASES and 21<sup>st</sup> CCLC grants for students at 179 **Manzanita Community School**. AGENCY acknowledges and agrees to provide programming consistent with grant guidelines understanding that:

- **Educational and Literacy.** An educational and literacy element that must provide tutoring and/or homework assistance designed to help students meet state standards in one or more of the following core academic subjects: reading/language arts, mathematics, history and social studies, or science. A broad range of activities may be implemented based on local student needs and interests.
- **Enrichment.** The enrichment element must offer an array of additional services, programs and activities that reinforce and complement the school's academic program. Enrichment may include but is not limited to arts, youth development, leadership, recreation, sports, music, career awareness, college interest, service learning and other youth development activities based upon student needs and interests. All programs must offer both enrichment and recreation/physical fitness activities as core components of the after school program, and summer program if summer program is provided.
- **Family Literacy Services.** AGENCY shall assess the need for family literacy services among adult family members of the students to be served by the program. All programs will, at a

minimum, either refer families to existing services or coordinate with local service providers to deliver literacy and educational development services.

- **Equitable Access Programming.** AGENCY shall include a component for students at **179 Manzanita Community School** to support full access to program components.
- **Supplemental and Summer Services.** In all programs receiving 21<sup>st</sup> CCLC Supplemental grant funds or private funding for summer, AGENCY will provide educational and enrichment programming in the summer, on weekends, and/or during intercessions. A broad range of activities may be implemented based on local student needs and interests, and district guidelines for summer programming. Supplemental and summer services may be added under this MOU. If summer services will be added, a separate MOU amendment will reflect the summer scope, summer budget and any changes in location as to summer services to be provided.

- **Middle School Sports League Activities.**

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

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

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

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

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

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

5.4.3.1.5. Provide annual training to AGENCY.

5.4.3.2. Each AGENCY participating in the Nutrition Services super snack/snacks/supper/beverage program shall:

5.4.3.2.1. 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;

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

5.4.3.2.3. Ensure meal count is accurate;

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

5.4.3.2.5. Return leftovers to cafeteria;

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

5.4.3.2.7. Ensure that meals are not removed from campus

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



- 5.4.3.3. AGENCY will be billed at the rates immediately below, for meals by Nutrition Services under the following conditions.
- 5.4.3.3.1. MPW not completed and submitted by the next business day;
- 5.4.3.3.2. Super Snacks and Snacks are ordered and not picked up
- 5.4.3.4. In addition to any applicable liability associated with audit findings. AGENCY will be charged the following for each meal that OUSD is unable to claim due to AGENCY's failure to comply with program requirements:
- 5.4.3.4.1. Super Snack: \$3.65
- 5.4.3.4.2. Snack: \$1.00
- 5.4.3.4.3. Supper: \$3.65
- 5.4.3.5. AGENCY will be liable for audit findings and/or assessments (See Section 12 below) that are attributable to AGENCY's failure to comply with the rules and regulations of the Nutrition Services program, including liability if reimbursement is denied Nutrition Services because of AGENCY's failure to comply with program requirements.
- 5.4.3.6. 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.** AGENCY will provide OUSD with attendance reports using the OUSD/OFCY attendance systems and maintaining required attendance records utilizing the OUSD/OFCY attendance systems, including completion of mandatory monthly reports. Original written documentation of all daily attendance records, including all daily sign in/out sheets, will be maintained by Agency for 5 years for auditing purposes.
- 5.5.3. **Use of Enrollment Packet.** AGENCY will use OUSD After School Program Parent Permission and Student Information enrollment packet, including early release waiver, for all after school

participants. **(Exhibit C)** AGENCY will seek approval from the OUSD After School Programs Office for any modifications to the OUSD enrollment packet, in advance of distribution.

- 5.5.4. **Maintain Clean, Safe and Secure Environment.** AGENCY shall maintaining clean, safe, and secure program environments for staff and students in conjunction with OUSD guidelines. AGENCY, as they view necessary, will initiate and establish additional cleanliness, safety, supervision, training and security policies and protocols sufficient to ensure staff, student and family member safety.

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

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

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

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

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

- Administration, faculty, and staff of **179** **Manzanita Community School**
- OUSD After School Programs Office
- OUSD central administration departments
- Parents/Guardians
- Youth
- Community organizations and public agencies

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

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

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

- AGENCY shall provide each Site Administrator and the OUSD After School Programs Office with a schedule of all after school program field trips and/or off site events and/or off site activities by the first day of each semester, and a schedule of all summer field trips and/or off site

events and activities by the first day of the summer program, if AGENCY is providing summer services (**Exhibit D**)

- AGENCY hereby certifies that after school and any summer program staff and/or subcontractors will comply with the following procedures for all field trips, off site events and off site activities:
  - 6.1. **Licenses Permission Slips/Acknowledgement.** Field trip/excursion permission slip must be signed by parent(s)/guardian(s) of all student participants and an acknowledgement must be signed by all adult chaperones both of which shall include the following information:
    - 6.1.1. a full description of the trip and scheduled activities
    - 6.1.2. student/adult participant health information
    - 6.1.3. **"Notice of Waiver of All Claims:** Education Code § 35330 provides that all persons making a field trip or excursion shall be deemed to have waived all claims against any school district, charter school, or the State of California for injury, accident, illness or death occurring during or by reason of the field trip or excursion, regardless of who holds the claims. If the field trip or excursion to which this permission slip applies is out-of-state, I hereby knowingly waive all of my and my daughter's/son's/ward's claims against any school district, charter school, and/or the State of California for injury, accident, illness or death occurring during or by reason of the out-of state field trip or excursion."
  - 6.2. After school and summer program staff or subcontractors leading trip must have a written list of students attending trip.
  - 6.3. No student shall be prevented from making a trip due to lack of sufficient funds.
  - 6.4. After school and summer program staff or subcontractors leading trip shall have a sufficient first aid kit in his or her possession or immediately available. If the trip is conducted in areas known to be infested with poisonous snakes, this first aid kit shall contain medically accepted snakebite remedies.
  - 6.5. **Health Conditions/Medication:** Trip participant health information will be gathered and reviewed in advance of trip and any needed revisions to supervision plan made, including making sure that chaperones understand relevant information (eg food allergies). A plan will be developed to collect, secure, and dispense prescription medications from their original containers only and consistent with physician's instructions.
  - 6.6. **Supervision**
    - 6.6.1. AGENCY Executive Director must review and approve supervision plan.
    - 6.6.2. Trip as structured is appropriate to age, grade level and course of study.
    - 6.6.3. Chaperones are all AGENCY employees or subcontractors, parent(s)/guardian(s), or other authorized chaperones and are 21 or older. After School and Summer Program Coordinators and lead trip staff are satisfied that all chaperones are willing and able to perform required duties, including understanding and implementing instructions, understanding health information for students in their group, and responding effectively in the event of an emergency. Trip attendees shall be limited to assigned school or after school program staff, students and authorized chaperones. Guests, including but not limited to friends and other family members, are strictly prohibited absent prior written approval of the after school program coordinator or AGENCY executive director. Before the trip, after school and summer program staff leading trip shall provide any adult chaperones who may accompany the students with clear information regarding their responsibilities. Chaperones shall be assigned a prescribed group of students and shall be responsible for the continuous monitoring of these students' activities. Chaperones shall not consume alcoholic beverages or be under the influence of controlled substances while accompanying and supervising students on a trip.

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



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

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

6.11.1.3. Students who operate or ride as a passenger on a bicycle, non-motorized scooter or skateboard upon a street, bikeway or any other public bicycle path or trail shall wear a properly fitted and fastened bicycle helmet that meets the standards of law. Students also shall be required to wear such helmets while wearing in-line or roller skates.

6.11.2. Department of Justice and FBI fingerprinting and fingerprint clearance must be obtained for all non-District employee chaperones. Chaperones who continue beyond one school year will need to get fingerprint clearance once every three years from the time they begin chaperoning on after school program trips. Chaperones shall act in accordance with district policies, regulations and school rules. A person who is required to register as a sex offender pursuant to Penal Code 290 shall not serve as a chaperone on any field trip.

6.11.3. No chaperone shall be assigned to provide supervision or instruction of students unless he/she has submitted evidence of an examination within the past 60 days to determine that he/she is free of active tuberculosis. Chaperones whose skin test negative shall thereafter be required to take tuberculosis test every four years or sooner if deemed necessary by AGENCY.

6.11.4. Letter must be sent to parent(s)/guardian(s) and if it is an overnight trip, a meeting must be held for staff, chaperones, parent(s)/guardian(s) and students in advance of trip to discuss trip and safety related procedures, itinerary and questions.

6.11.5. Sleeping arrangements and night supervision are safe and appropriate.

6.11.6. **Vendor Proof of Insurance:** After School Program Coordinator and/or Summer Program Coordinator has obtained proof of insurance from all private vendors including:

- Facility
- Program

6.12. **Additional Requirements for Field Trips/Excursions Which Include Swimming or Wading**

- 6.12.1. No swimming or wading shall be allowed on trips unless planned and approved in advance.
- 6.12.2. When wading in the ocean, bay, river or other body of water as part of a planned, supervised outdoor education activity, after school program staff shall provide for a number of chaperones to exceed the normal one to ten ratio and shall instruct both chaperones and students of the real and potential risks inherent in such activities and the precautions necessary for their safety.

**6.12.3. Swimming Activities**

- 6.12.3.1. Parents/guardians must provide written permission for the student to swim and must indicate the student's swimming ability. Students whose parents do not give permission for their child to swim shall be identified in advance of trip and a tracking system designed to ensure they do not enter pool or swim area.
- 6.12.3.2. Swimming facilities, including backyard pools, must be inspected by the AGENCY Executive Director and after school program staff before the trip is scheduled.
- 6.12.3.3. Owners of private pools must provide a certificate of insurance, designating OUSD and AGENCY as an additional insured, for not less than \$2,000,000 in liability coverage.
- 6.12.3.4. Lifeguards must be designated for all swimming activities. If lifeguards are not provided by the pool owner or operator, the AGENCY Executive Director shall ensure their presence. The AGENCY Executive Director shall ensure that lifeguards are Red Cross certified or equivalent and must be at least 21 years old. A swim test must be administered before any student is permitted in the deep end of the pool or swim area. A tracking system shall be designed in advance of trip to identify those students who have and have not passed the swim test.
- 6.12.3.5. The ratio of adult chaperones to students shall be at least one to ten. In grades 4-6, this ratio shall be at least one to eight. In grades K-3, this ratio shall be at least one to four.
- 6.12.3.6. Specific supervisory responsibilities shall be determined in advance to accommodate the varying swimming abilities of students. These responsibilities shall be clarified in writing and reviewed verbally before the trip.
- 6.12.3.7. Emergency procedures shall be included with written instructions to adult chaperones and staff.
- 6.12.3.8. Staff and chaperones assigned to supervise students must wear swim suits and know how to swim and be at each side of the pool or swim area actively monitoring students at all times.
- 6.12.3.9. The After School Program Coordinator and/or Summer Program Coordinator may require students to wear flotation devices, depending upon their age and swimming ability.
- 6.12.3.10. A buddy-system or other means of surveillance shall be arranged in advance and strictly enforced during swimming activities.

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

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

agrees to hold harmless, defend and indemnify OUSD, its officers, employees, volunteers and agents from all claims and actions resulting therefrom.

- 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 the ASEP and 21st CCLC 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 21<sup>st</sup> Century Community Learning Centers grant program, CFDA Number 84.287, awarded by the Office of Elementary and Secondary Education Academic Improvement and Teacher Quality Programs office. Sub recipients that receive over \$500,000 of federal funds are required to undergo an annual audit and communicate findings to OUSD, as requested. AGENCY will ensure that all contracted funds of this MOU are expended as per grant guidelines.

- 7.1. **Accounting Records.** AGENCY will maintain its accounting records based upon the principles of fund accounting.
- 7.2. **Disputes.** AGENCY shall make all records related to ASEP, 21ST CCLC available to OUSD for review. OUSD and AGENCY shall meet and confer regarding any disputes as to the amount of actual expenses before taking any action to collect funds.

## 8. Invoicing

- 8.1. **Billing Structure.** AGENCY shall only invoice for actual expenditures incurred. Supporting documentation must be presented along with monthly invoices upon request. Billing details must be provided upon request to OUSD to ensure compliance with related sub recipient and grant guidelines.
- 8.2. **Unallowable Expenses.** AGENCY may not purchase computers or capital equipment using ASES, 21<sup>st</sup> Century Core Grant, 21<sup>st</sup> Century Direct Access, or 21<sup>st</sup> Century Family Literacy funds.
- 8.3. **Invoice Requirements.** AGENCY will submit invoices with evidence of the following staff qualifications for each AGENCY employee and AGENCY agent, including employees of subcontracting agencies and volunteers: TB Clearance, current CA Department of Justice and FBI fingerprint clearance, and Instructional Aide requirement. AGENCY will utilize the required OUSD invoicing and staff qualifications form (**Exhibit F**) for regular invoice submission.
- 8.4. **Submission of Invoices.** AGENCY must submit invoices to OUSD on a timely and regular basis for services rendered. OUSD will not accept invoices submitted more than thirty days beyond the end of each fiscal quarter. No invoices will be accepted more than 30 days past the end of June 30 of the contractual fiscal year. AGENCY must also submit invoices according to specific invoicing deadlines as outlined by OUSD to ensure timely processing. (**Exhibit G**)
- 8.5. **Submission of Invoices for ASEP and 21<sup>st</sup> Century Grants.** For services rendered related to the ASEP and 21st CCLC grants, OUSD shall pay AGENCY, on a monthly basis, for appropriately documented expenses related to the ASEP and 21ST CCLC grants, with a cumulative total for 2021-2022 not to exceed **\$111269.00** in accordance with the attached Exhibits to this Memorandum. Invoices for payment of services shall be submitted by the 10<sup>th</sup> of each month to the OUSD After School Programs Office, utilizing the required OUSD invoicing and staff qualifications form (**Exhibit F**). OUSD will strive to adhere to second Accounts Payable check run per the published schedule of monthly payments if invoices are submitted in accordance with the deadlines and requirements set forth in this section and the accompanying Exhibits.

9. **Ownership of Documents.** AGENCY agrees that, pursuant to California law, it shall maintain program and fiscal documentation for the ASES and 21<sup>st</sup> CCLC programs for a minimum of five years. All documents created by AGENCY pursuant to this MOU, including but not limited to reports, designs, schedules, registration packets, early release waivers, and other materials prepared, or in the process of being prepared, for the services to be performed by AGENCY, are and shall be at the time of creation and thereafter the property of OUSD, with all intellectual property rights therein vested in OUSD at the time of creation. OUSD shall be entitled to access to and copies of these materials during the progress of the work. Any such materials in the hands of AGENCY or in the hands of any subcontractor upon completion or termination of the work shall be immediately delivered to OUSD. If any materials are lost, damaged or destroyed before final delivery to OUSD, AGENCY shall replace them at its own expense and AGENCY hereby assumes all risks of loss, damage or destruction of or to such materials. AGENCY may retain a copy of all materials produced under this MOU for its use in its general business activities.

## 10. Changes

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

10.2. **Changing Legislation.** AGENCY understands that changes in Federal, or state legislation or District policy may impact funding levels, grant requirements, and responsibilities of AGENCY during an academic school year. This MOU may be amended during the 2021-2022 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/21<sup>st</sup> Century after school grant program and provide a safe and secure program.
- 11.2. Removal of Staff.** In the event that OUSD, in its sole discretion, at any time during the term of this MOU, desires the removal of any AGENCY related persons, employee, representative or agent from OUSD school site and/or property, AGENCY shall immediately upon receiving notice from OUSD of such desire, cause the removal of such person or persons. In the event OUSD requests the removal of any AGENCY related persons, employee, representative or agent from OUSD school site and/or property, the OUSD site administrator shall provide to the AGENCY written, supporting rationale for the decision. OUSD After School Program Office, after conferring with Legal and the Executive Officer supporting the site, shall decide, taking all the facts and circumstances into account, if AGENCY may reassign an employee or agent to another OUSD site. Prior to the removal or change of any AGENCY staff member who is a regular part of the after school program, AGENCY shall inform the Site Administrator with as much notice as possible, and will work with the Site Administrator to ensure a smooth transition in staffing.
- 11.3. Conflict of Interest.** AGENCY shall abide by and be subject to all applicable OUSD policies, regulations, statutes or other laws regarding conflict of interest. OUSD shall be permitted to hire an officer or employee of AGENCY for OUSD services in connection with or unrelated to this Agreement and AGENCY shall be permitted to hire any officer or employee of OUSD to perform any service by this Agreement, provided that the agreement attached hereto as Exhibit J is fully executed prior to the performance of any services by the officer or employee. AGENCY affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between AGENCY's family, business or financial interest and the services provided under this MOU, and in the event of change in either private interest or services under this MOU, any question regarding possible conflict of interest which may arise as a result of such change will be brought to OUSD's attention in writing.
- 11.4. Drug-Free / Smoke Free Policy.** AGENCY understands that OUSD does not permit drugs, alcohol, and/or smoking at any time in any buildings and/or grounds on OUSD property. AGENCY agrees to adhere to this policy for its students, staff, visitors, employees and or subcontractors.
- 11.5. Non-Discrimination.** Consistent with the policy of OUSD and California and Federal laws, AGENCY shall not engage in unlawful discrimination of students on the basis of actual or perceived physical or mental disability, medical condition, sex, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the California Penal Code. Consistent with the policy of OUSD in connection with all work performed under Contracts,

AGENCY shall not engage in unlawful discrimination in employment on the basis of actual or perceived race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex or sexual orientation. AGENCY agrees to comply with applicable Federal and California laws including, but not limited to, the Americans with Disabilities Act, Section 504 of the Rehabilitation Act, Title IX and the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and OUSD policy. In addition, AGENCY agrees to require like compliance by all its subcontractor(s).

**11.6. Bullying; Sexual Harassment.** The District's Board of Education recognizes the harmful effects of bullying and sexual harassment on student learning, school attendance and participation in after school programs. In order to have a safe environments that protect students from physical and emotional harm, AGENCY shall establish student safety as a high priority and shall not tolerate sexual harassment or bullying of any student. AGENCY shall adopt a policy expressly against harassment, sexual harassment, intimidation, and bullying and ensure related training on prevention and response is accordingly provided for all AGENCY employees and agents.

**11.7. Restorative Justice (RJ) and Positive Behavioral Interventions and Supports (PBIS).** As a part of the District's commitment to eliminate disproportionality in discipline affecting African American male students, the District has initiated Restorative Justice and PBIS programs at many school sites. AGENCY is encouraged to learn more about these programs at school sites and work with District Staff to implement programs in the after school programs that support positive school climate.

**12. Indemnification.** AGENCY shall indemnify, hold harmless and defend OUSD and each of its officers, officials, employees, volunteers and agents from any loss, liability, audit fines, assessments, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by OUSD, AGENCY or any other person and from any claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of performance of this MOU. AGENCY's obligations under the preceding sentence shall apply jointly and severally regardless of whether OUSD or any of its officers, officials, employees, volunteers or agents are actively or passively negligent, but shall not apply to any loss of liability, fines, penalties, forfeitures, costs or damages caused solely by the active negligence or by the willful misconduct of OUSD. If AGENCY should subcontract all or any portion of the work or activities to be performed under this MOU, AGENCY shall require each subcontractor to indemnify, hold harmless and defend OUSD, its officers, officials, employees, volunteers or agents in accordance with the terms of the preceding paragraph.

**13. Insurance.** Throughout the life of the MOU, AGENCY shall pay for and maintain in full force and effect with an insurance company(s) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A/VII" in Best Insurance Rating Guide, the following policies of insurance and shall require each subcontractor to do the same:

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

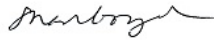
**13.2. Worker's Compensation** insurance, as required by the California Labor Code, with not less than the statutory limits.

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

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

14. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
15. **Counterparts.** This MOU and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
16. **Program Books and Supplies.** Supplies can 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. All supplies purchased with grant funding are and remain 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**

6/24/2021

☒ President, Board of Education

Date

☐ State Administrator☐ Superintendent

6/24/2021

Secretary,  
Board of Education

Date

DocuSigned by:



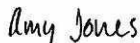
5/27/2021

Executive Director

Date

Community Schools and Student Services Dept.

DocuSigned by:




5/26/2021

Principal

Date

DocuSigned by:

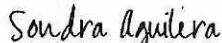


5/27/2021

Network Superintendent

Date

DocuSigned by:



5/27/2021

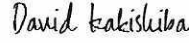
Chief Academic Officer

Date

Continuous School Improvement

**AGENCY**

DocuSigned by:



5/26/2021

Agency Director Signature

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 E (1)** Middle School Sports Release of Liability and Assumption of Risk
- **Exhibit F.** Invoicing and Staff Qualifications Form
- **Exhibit G.** Fiscal Procedures and Policies
- **Exhibit H.** Certificates of Insurance
- **Exhibit I.** Statement of Qualifications
- **Exhibit J.** Agreement to Allow Distinct and Separate Employment by OUSD and AGENCY

Legislative File ID: **21-1446**

MOU template approved by Office of the General Counsel March 2021



Exhibit A

Attendance Reporting Schedule

Oakland Unified School District After School Programs Attendance Reporting Schedule	
Monthly Attendance Period	Deadline to Input Attendance Data into AERIES
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 1-28, 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

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

*(Template distributed separately)*

**INSERT HERE**



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

**2021-22 AFTER SCHOOL BUDGET PLANNING SPREADSHEET**

**ELEMENTARY & MIDDLE SCHOOLS 01.2020**

Site Name: ● Manzanita Community		%	ASES		OFCY Match Funds	Other Lead Agency Funds
Site #: ● 179			Resource 6010, Program 1553			
Average # of students to be served daily (ADA): 83.31			OUSD	Lead Agency	Lead Agency	Lead Agency
TOTAL GRANT AWARD			133,169.40		82450	22097
<b>CENTRAL COSTS: INDIRECT, ADMIN, EVAL, PD, CUSTODIAL, SUPPLIES</b>						
	OUSD Indirect (5.00%)		6,341.40			
	OUSD ASPO admin, evaluation, and training/technical assistance costs		8,297.16			
	Custodial Staffing and Supplies at 3.5%		4,148.58			
TOTAL SITE ALLOCATION			114,382.26			
<b>CERTIFICATED PERSONNEL</b>						
1120	Quality Support Coach/Academic Liaison		2500			
1120	Certificated Teacher Extended Contracts- math or ELA academic intervention (required for MS)		0			
1120	Certificated Teacher Extended Contracts- ELL supports					
1120	Certificated Teacher Extended Contracts- math or ELA academic intervention (recommended for MS)					
	Total certificated		2500		0	0
<b>CLASSIFIED PERSONNEL</b>						
2205	Site Coordinator (list here, if district employee)		0			0
2220	SSO (optional)		0			
			0			
	Total classified		0	0	0	0
<b>BENEFITS</b>						
3000's	Employee Benefits for Certificated Teachers on Extended Contract (benefits at 24.5%)		612.50			
3000's	Employee Benefits for Classified Staff on Extra Time/Overtime (benefits at 28%)		0			
3000's	Employee Benefits for Salaried Employees (benefits at 42%)		0			
3000's	Lead Agency benefits (rate: 25%)		0			
	Total benefits		612.50	0	0	0
<b>BOOKS AND SUPPLIES</b>						
4310	Supplies		0			0
4310	Curriculum		0			0
5829	Field Trips		0			0
4420	Equipment (including computers - OUSD only)		0			0
	Bus tickets for students					
	Professional Development for Site Staff			500		
	Total books and supplies		0	500	0	0
<b>CONTRACTED SERVICES</b>						
5825	Site Coordinator (\$63K + benefits)			5250	56387	17097
5825	Academic Instructors (185 days x 5 hours x \$20 x 5 Employees + 10.64% benefits)			102340.17		
5825	Enrichment Facilitators (List each staff position individually)					

5825	Subcontractors (please list each specific subcontracting agency)				
5825	STEM instructors				
5825	College/career readiness facilitator (recommended for MS)				
5825	Other Staff				
5825	Family Liaison (recommended for 21st Century sites)				
5825					
5825	Mental Health consultant (optional)				
5825	Staff time to participate in Continuous Quality Improvement process				
5825	Deputy Director			9900	
5825	Program Activities			5409	5000
5825					
	Total services	0	107590.17	71696	22097

#### IN-KIND DIRECT SERVICES

					0
	Total value of in-kind direct services				0

#### LEAD AGENCY ADMINISTRATIVE COSTS

	Lead Agency admin (4% max of total contracted \$)		3,179.59	10754	0
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#### SUBTOTALS

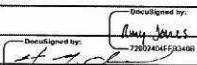
	Subtotals DIRECT SERVICE	85.00	5,103.82	108090.17	71696	22097
	Subtotals Admin/Indirect	15.00	16,795.82	3,179.59	10754	0

#### TOTALS

	Total budgeted per column		21,899.64	111,269.76	82450	22097
	Total BUDGETED	100.00		133,169.40	82450	22097
	BALANCE remaining to allocate			0.00		
	TOTAL GRANT AWARD/ALLOCATION TO SITE			133,169.40		

<b>ASES MATCH REQUIREMENT:</b>				
ASES requires a 3:1 match for every grant award dollar awarded.				
Total Match amount required for this grant:				44,389.80
Facilities count toward 25% of this match requirement:				11,097.45
Remaining match amount required:				33,292.35
Match should be met by combined OFCY funds, other site funds, private dollars, and in-kind resources. This total equals:				104547
Total Match amount left to meet:				-71,254.65


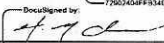
#### Required Signatures for Budget Approval:

Principal:		5/26/2021
Lead Agency:		5/23/2021

# Manzanita Community OUSD Expanded Learning Programs - After-School Program

## ELEMENTARY/MIDDLE & HIGH SCHOOLS - 2021-2022

### ASES and 21st Century After-School Program Plan

SECTION 1: SCHOOL SITE AND AFTER-SCHOOL PROGRAM INFORMATION			
School Site Name:	Manzanita Community	School Type:	<input checked="" type="checkbox"/> Elementary (TK-5) <input type="checkbox"/> Elementary/Middle (TK-8) <input type="checkbox"/> Middle (6-8) <input type="checkbox"/> High School (9-12) <input type="checkbox"/> - Alternative High School <input type="checkbox"/> - Continuation High School <input type="checkbox"/> - Comprehensive High School
CDS Code: (This is a 14-digit code, search <a href="#">here</a> )	1612596002042	After-School Lead Agency:	East Bay Asian Youth Center
Principal Name:	Arny Jones	Principal Signature and date:	 DocuSigned by: Arny Jones 7702404FF93408
Lead Agency Director Name:	Niji Chatur	Lead Agency Director Signature and date:	 DocuSigned by: Niji Chatur 327B3A2F60A5A6E
After-School Site Coordinator Name:	Angela Phung	After-School Site Coordinator Signature and date:	

SECTION 2: PROGRAM OPERATIONS Average Daily Attendance, Program Dates, Minimum Days & Enrollment	
<p>To be compliant with grant requirements, the after-school program must commence immediately upon the conclusion of the regular day, operate a minimum of 15 hours/week, and be open until at least 6:00 pm on every school day for elementary and middle schools (EC 8483). Programs are required to operate all 180 days of the school year.</p>	
Projected daily attendance for 2021-2022 school year program.	84
<p>Program Operations for the 2021-2022 school year. First Day: August 9, 2021 Last Day: May 26, 2022</p>	
UPDATED ED CODE:	<p>Per CDE Education Code Section 8483.7(c) allows programs to close for a maximum of 3 days during a calendar year (not a school year) for staff development. Families and school site personnel must be notified of these program closure dates in advance, and the lead agency must maintain and upload documentation of professional development activities offered on these dates, including training agenda and staff sign-in sheets. This should be uploaded no later than 5 business days after the closure day.</p>
<p>Identify the three days (if any) your program plans to close this year for PD. The program must be open all other days of the school year: (Updates for any date changes are due September 2021).</p>	
1st:	1/7/2022
2nd:	5/25/2022
3rd:	5/26/2022
<p>Minimum Days. When a school holds minimum days, the after-school program is required to begin as soon as the school day ends, and execute programming until 6:00 pm. Minimum days have a significant impact on after-school staff and budget. Thus, during the program planning process, school leadership and the lead agency partner must discuss the anticipated number of minimum days for the program year, and discuss shared resources to fund minimum day programming. There is an expectation already established for the 36 weekly minimum days, however if the school is planning on more than these and 10 extra days for report card conferencing you should discuss how the staffing fees for these extra days will be funded in partnership with the school day.</p>	
Projected Number of Minimum Days for School Year 2021-2022:	36
<p>Please note that the grants from CDE do not increase funding for minimum days. If the school adds additional minimum days beyond the projected number above, identify school-site funds to be utilized to fund these additional hours of programs?</p>	
<p>EBAYC has budgeted for the 36 regular minimum days in the school year. However, any additional minimum day(s) that exceed that are not accounted for in our budget. If there are no school-site funds available to be utilized to fund these additional hours, school leadership understands that EBAYC will operate until 6:00 p.m. but with an adjusted schedule and not at maximum capacity</p>	



SECTION 3a: PROGRAM MODEL: Average Daily Attendance, Program Dates, Minimum Days & Enrollment																													
Which of the following program models will your site operate as for 2021-2022? (If you choose Extended Day, please explain why using this link.)																													
Program Model:	Please only select ONE of the options below <input checked="" type="checkbox"/> Traditional After-school <input type="checkbox"/> Extended Program <input type="checkbox"/> Blended/Hybrid																												
Which grade levels will be served by this program?	<table border="1"> <tbody> <tr><td>TK</td><td><input type="checkbox"/></td></tr> <tr><td>K</td><td><input type="checkbox"/></td></tr> <tr><td>1</td><td><input type="checkbox"/></td></tr> <tr><td>2</td><td><input checked="" type="checkbox"/></td></tr> <tr><td>3</td><td><input checked="" type="checkbox"/></td></tr> <tr><td>4</td><td><input checked="" type="checkbox"/></td></tr> <tr><td>5</td><td><input checked="" type="checkbox"/></td></tr> <tr><td>6</td><td><input type="checkbox"/></td></tr> <tr><td>7</td><td><input type="checkbox"/></td></tr> <tr><td>8</td><td><input type="checkbox"/></td></tr> <tr><td>9</td><td><input type="checkbox"/></td></tr> <tr><td>10</td><td><input type="checkbox"/></td></tr> <tr><td>11</td><td><input type="checkbox"/></td></tr> <tr><td>12</td><td><input type="checkbox"/></td></tr> </tbody> </table>	TK	<input type="checkbox"/>	K	<input type="checkbox"/>	1	<input type="checkbox"/>	2	<input checked="" type="checkbox"/>	3	<input checked="" type="checkbox"/>	4	<input checked="" type="checkbox"/>	5	<input checked="" type="checkbox"/>	6	<input type="checkbox"/>	7	<input type="checkbox"/>	8	<input type="checkbox"/>	9	<input type="checkbox"/>	10	<input type="checkbox"/>	11	<input type="checkbox"/>	12	<input type="checkbox"/>
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## 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 High School and Continuation schools 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 how families 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 as needing a Golden Ticket Transitional students on a probationary basis.

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? 0

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

Our After School Program prioritizes enrollment of the following three target populations: Students in need of academic support and intervention to improve or sustain academic performance; English Language Learners and/or Newcomers; and Students from socio-economically disadvantaged families/backgrounds. Our program practices the strategy of always having 95% of program enrollment to ensure attendance goals are met and collaborate with school administrator, counselor, COST, and/or faculty to identify the students who may benefit from the enrollment in the program for the remaining 5% of program enrollment. Our programming will implement strategies best serve students in response their needs. For instance, students who are in need of academic support work in small group to get additional staff support.

SECTION 4: PROGRAM COMPONENTS	
<p><small>CDE requires that programs must provide a safe environment and include an <b>educational component</b> that provides tutoring and/or homework assistance; and an <b>educational enrichment component</b>, 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 <b>physical activity</b>. (EC Section 8483.3(c)(7))</small></p>	
<p><b>Educational and Literacy Component that includes tutoring/</b></p>	<p><b>Describe how the after-school program will provide the educational &amp; literacy component.</b></p>

**Respond Below:**

Expanded Learning will provide 30 minutes of independent reading time during HW Power Hour, five days per week. During independent reading, staff will circulate room to ensure that students are on task and ask questions to check for comprehension before signing off students' reading logs. Expanded Learning will also have one hour of Literacy during the week. "Reading is Lit" comprises of all the different components of reading and comprehension. Students are able to read in pairs, groups, individually or aloud to the class. Students will learn about the different elements of reading, study characters, rewrite an ending. "Reading is Lit" is an hour of making stories come alive so students can enjoy reading, build their skills and confidence, participate in group projects and explore their creativity. We host a Reading Fair once a year where students are able to showcase their project about a book of their choice. Students have made dioramas, giant poster board sized book covers, tv commercials to advertise their books and much more.

**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 safe & supporting environment through encouragement and active engaged learning.)

**Respond Below:**

Homework Power Hour is five days per week of academic support for one hour each day. Students are usually grouped by whose class they are in during the day, this way when staff is helping a student with a problem, those who have the same homework can also listen in. Each session starts with students reading over the learning goals for the day, staff usually confirm their homework assignments and writes them on the board. Homework Power Hour is a structured hourlong session and students are assigned roles to provide a sense of ownership and leadership opportunities. For example, there are materials managers to help give out pencils or materials, homework assistants can help others when they have completed their own assignments, a timekeeper to keep time for independent reading, and even a librarian to check out books to students who didn't bring one to class. The goal for Homework Power Hour isn't so much the completion of homework, but the understanding of it. We want students to understand the work so if they aren't able to complete it by the time homework hour is over, they leave with the skills to be able to finish at home.

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:**

Enrichment Clubs are twice a week and approximately 1 to 1.5 hours each session. We have three cycles per year so that students are able to experience multiple offerings and there are opportunities for student choice. Enrichment begins in September through December, we end with a showcase. Then January to March, and April to May, ending with the Spring/Year End Showcase. Clubs are presented to students by staff who teach them, along with collaborating partners and students choose their top three choices. In previous years, we have had: Art, Cooking, Multicultural club, STEM, Computer & Tech, Soccer with America Scores, Hip hop dance with Destiny Arts, Gardening, and Sports. Staff also assign different roles to students during Enrichment to build leadership, students also help plan activities they want to try in their clubs and "shop" for materials in our supply cabinets. Staff explores career opportunities in their clubs, colleges that offer courses similar to what they are learning. For example, culinary school, engineering, performing arts/theater, even athletic scholarships.

Physical Activity other 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, daily 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 structured physical activity for all participants. (Include specific strategies to promote healthy choices and behaviors.)

#### **Respond Below:**

SPARK is 30 minutes of physical activity every day after supper and before students enter classrooms for Homework Power Hour. Staff plan class games, do yoga, create obstacle courses, teach a dance routine, and more. Staff are encouraged to think outside the box for these sessions and teach students new things they normally wouldn't try. We have had field days, frisbee tournaments, dance battles, and field hockey. We make sure activities are age-appropriate and end each session with shout-outs, appreciations, and game ideas for the following week. In addition to the physical component, staff also take time to discuss the health benefits of exercising, eating healthy, and staying hydrated. Students learn about their body, the muscles, joints and how to safely stretch certain areas, the importance of warm-ups and taking time to cool down. Students usually lead warm-ups and cool-downs and staff also work with students to facilitate games. This is a great way for students to be more engaged and practice leadership skills.



Family Literacy Component that 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:**

EBAYC Expanded Learning hosts Parent Action Committee (PAC) meetings once a month. Families are informed of these mandatory meetings before their children start the program. Flyers are sent home two weeks before each meeting with the topic and agenda. In addition to Family Literacy Night, we have Math Nights, Family Board Games, Cooking classes, etc. While most meetings are fun and engaging, we also host informative meetings where important items are shared and discussed with families. We have hosted meetings about the importance of the 2020 Census, how to read students' report cards, how to support children at home.

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:**

Enrichment Clubs are twice a week and approximately 1 to 1.5 hours each session. We have three cycles per year so that students are able to experience multiple offerings and there are opportunities for student choice. Enrichment begins in September through December, we end with a showcase. Then January to March, and April to May, ending with the Spring/Year End Showcase. Clubs are presented to students by staff who teach them, along with collaborating partners and students choose their top three choices. In previous years, we have had: Art, Cooking, Multicultural club, STEM, Computer & Tech, Soccer with America Scores, Hip hop dance with Destiny Arts, Gardening, and Sports. Staff also assign different roles to students during Enrichment to build leadership, students also help plan activities they want to try in their clubs and "shop" for materials in our supply cabinets. Staff explores career opportunities in their clubs, colleges that offer courses similar to what they are learning. For example, culinary school, engineering, performing arts/theater, even athletic scholarships.

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 attached template to describe program components then link them into this document. Program component description link: linked to the spreadsheet 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.

**OSD 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:

Goal #1 - EBAYC Expanded Learning will support and uplift every student to feel connected and engaged in learning. We will do this by building a deep connection with the school day so that everyone is aligned with the same goals in mind. EBAYC will provide opportunities for students in the after-school programs to connect by creating a safe place for students to be empowered, lead and teach. We will also include SEL and BIC into all aspects of the program and include students in planning processes so they can be engaged in their learning.

Goal #5 - EBAYC Expanded Learning will incorporate time in the program schedule for reading and support each child to grow a year or more in Reading each year. We will do this by elevating our reading club to the next level, getting more creative in lesson planning, and getting student and teacher feedback on how to better support the reading component. We will also use the Reading with Relevance program during our literacy hour. This program introduces culturally diverse literature and students are able to relate to and see themselves in the stories they read,

**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 *Quality Standards for Expanded Learning in California*—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](#)

**PROGRAM SELF-ASSESSMENT TRUTH \* HOPE \* CHANGE \* CURIOSITY (THC<sup>2</sup>)**

Indicate which stakeholders who participated in the Program Self-Assessment in 2020-2021	<input type="checkbox"/> Internal evaluator	<input type="checkbox"/> External evaluator	<input checked="" type="checkbox"/> School administrator
	<input type="checkbox"/> District administrator	<input checked="" type="checkbox"/> Certificated staff	<input type="checkbox"/> Classified staff
	<input checked="" type="checkbox"/> Program director	<input type="checkbox"/> Site coordinator	<input type="checkbox"/> Site-level/line staff
	<input checked="" type="checkbox"/> Parents/guardians	<input checked="" type="checkbox"/> Students	<input type="checkbox"/> Community partners
	<input type="checkbox"/> Advisory group	<input type="checkbox"/> Other stakeholders	

Identify the after-school program data point(s) in the narrative below. Could include: student feedback (youth survey, interviews or focus groups), internal program observation or external observation

**TRUTH**

What is currently happening in the program? Use data to identify the truth about 1-2 self-selected aspects of the program.

### Respond Below:

Currently, EBAYC is supporting MCS with its reopening plans. Staff is supporting with arrival check-in of students, monitoring the yard and bathrooms during recess, and dismissal at the end of the day. During the pandemic, EBAYC has been delivering food and cleaning supplies to families, collecting clothing donations and diapers. Staff host homework clubs 4 days per week, conduct weekly wellness checks, support teachers with push-in, small groups and facilitate enrichment every Friday.

Feedback from parents, students, and teachers shows that the push-in support and small groups are very helpful and teachers appreciate the extra staff support. For the first half of the school year, families were struggling with technology and did not have internet access. Staff did home visits and called internet companies on behalf of families to get them access to everything their students needed to attend zoom sessions. With the reopening of schools, teachers will work with staff to rearrange their schedules so that students online and in-person will receive support.

**HOPE**  
What is the dream for the program in these areas as identified by students, families, parents, staff and site support team?

**Respond Below:**

The hope is to continue supporting our families as we transition back into in-person learning. We hope to secure a space to create a family center that will include everything a person might need like clothing, food, hygiene, cleaning supplies. We want to be able to support parents with filling out job applications online, writing a resume, or just a safe place to talk. The pandemic has shown that families are in need of basic everyday necessities everyone should have access to.

We also want to close the divide on the Manzanita campuses, work in partnership with SEED, our site partner. By so doing, we will strengthen the relationship between parents, students, and staff. Consequently creating a unified, positive joint campus and learning environment.

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

**Respond Below:**

EBAYC Directors on the Manzanita Community and SEED campus will plan to train staff together, host family events with both schools, and provide more opportunities for students to work together. By joining together, we can present the idea of a family center to our school leaders and receive more support to establish the family center.

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

**Respond Below:**

One thing to think about is the difference in demographics of the families at Manzanita and the different needs they may have. We would need to ensure that we will be able to support everyone and their needs. Another question is will we have space on campus to establish the center and funding to be able to offer services.

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: <a href="http://www.facilitron.com/facultyboard/jpoin">www.facilitron.com/facultyboard/jpoin</a>					
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
Room 9	20	3pm - 6pm	Portable 9	20	3pm - 6pm
Room 10	20	3pm - 6pm	Portable 10	20	3pm - 6pm
Room 11	20	3pm - 6pm	Portable 11	20	3pm - 6pm
Cafeteria	100	2:50pm - 6:30pm	Portable 12	20	3pm - 6pm
Auditorium	25	3:30pm - 5:30pm	Portable 13	20	3pm - 6pm
Outdoor bathrooms off the field	100	3:30pm - 6:00pm	Portable 13	20	3pm - 6pm

In addition, choose up to 5 other dates the program will use space outside of normal program hours. Please specify which space will be needed (i.e. showcases, events and family engagement). Be advised any additional dates/spaces used outside of these dates, the lead agency will be responsible for facilities cost.

Name of Event	Winter Showcase	Potential Date	12/17/2021	Number of Students	100	Hours of Use/Room Numbers	4:30pm - 7pm in Auditorium
Name of Event	Spring Showcase	Potential Date	5/20/2022	Number of Students	100	Hours of Use/Room Numbers	4:30pm - 7pm in Auditorium
Name of Event	Family Night	Potential Date	11/19/2021	Number of Students	100	Hours of Use/Room Numbers	4:30pm - 7:30pm in Auditorium & Cafeteria
Name of Event	Black History Month	Potential Date	2/18/2022	Number of Students	100	Hours of Use/Room Numbers	4:30pm - 7:30pm in Auditorium & Cafeteria
Name of Event		Potential Date		Number of Students		Hours of Use/Room Numbers	

#### SECTION 7a: PROGRAM FEES

Will this after-school program charge program fees for 2021-2022

☐ 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
	N/A	Our program will not turn away any eligible student from program participation due to the inability to pay program fees. We understand that the California Education Code prohibits program fees from being a barrier to program participation.
	N/A	Our program will communicate in writing and verbally to parents/guardians that an eligible child will not be turned away from program participation due to the inability to pay. Per CDE, our programs will communicate in writing and publically to parents/guardians program fee expectations in language parents can understand. This should be included in your enrollment applications, posted in your school (publicly accessible), parent handbooks and any marketing materials. Ensure that all documentation is accessible to families. This means they should be translated into the major languages used by the families in your school.
	N/A	Our program will publicize the program fee structure in written program materials for school leaders, parents/guardians, and/or community members (i.e. communication letter, meetings agenda, etc.).
	N/A	Our program shall not charge a fee to a family for a child if the program once notified that the child is a homeless youth, as defined by the federal McKinney-Vento Homeless Assistance Act (42 U.S.C. Section 1143.a), or for a child who the program knows is in foster care.
	N/A	Our program will provide receipts to parents/guardians for each payment made.
	N/A	The lead agency will manage funds raised by program fees according to standard accounting practices and will provide quarterly Income Statements to the Principal and OUSD Expanded Learning Office detailing amount collected from program fees and expenditures. This will be turned in quarterly.
	N/A	The Use of Fees: Any fees collected by programs shall be used for program activities, services for students, and program administrative costs. CDE guidance calls for all programs to "keep accurate records of fees collected, and fees should be tracked separately 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?	N/A



Describe how all fees collected will be used for after-school programming.	N/A
Describe how fees will be communicated to school leaders/school community.	N/A
<p><b>Instructions:</b></p> <p>Please navigate to the folder for the 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 your Enrollment Timeline file. Please name your file in this format: SchoolName_DocumentName</p> <p>Please check the box below after completing the above instructions</p> <p><input type="checkbox"/> A copy of written evidence of the program fee materials/process (i.e. parent letters, parent handbook, etc. meeting with agenda/minutes) has been uploaded into the Program Plans folder</p>	

# OUSD EXPANDED LEARNING PROGRAMS

## Partner Assurances & Agreements 2021-2022

<u>School Site</u>	
Manzanita Community School	
<u>Lead Agency</u>	<u>Date</u>
EBAYC	
<u>Name of After School Program</u>	<u>After School Site Coordinator Name (if known at this time)</u>
EBAYC Expanded Learning	Angela Phung

<p>After School Safety and Emergency Planning</p> <p>1. The 2021-2022 Comprehensive School Site Safety Plan includes the <u>After School Emergency Plan</u>. The Site Administrator and After School Program (ASP) Site Coordinator will update the After-School Emergency Plan annually by discussing and aligning plans and procedures for after school and school day safety, including emergency preparedness and crisis response.</p> <p>Indicate all actions that will occur to ensure after school program safety and alignment with school day procedures for emergency preparedness and emergency response:</p>
--

<input checked="" type="checkbox"/>	Site Administrator and ASP Site Coordinator will meet at beginning of school year to update After School Emergency Plan collaboratively.
<input checked="" type="checkbox"/>	Site will share Comprehensive School Site Safety Plan with after school partner.
<input checked="" type="checkbox"/>	School day and after school programs will coordinate emergency drill schedules & procedures (ie. earthquake, fire, and lockdown drills).
<input checked="" type="checkbox"/>	After School staff will participate in site-level faculty safety trainings.
<input checked="" type="checkbox"/>	School will provide after school staff with access to disaster supplies and other resources in case there is an emergency after school.
<input checked="" type="checkbox"/>	Site Administrator and ASP Site Coordinator will meet regularly to review after school incidences and update safety plans as needed.
<input checked="" type="checkbox"/>	The completed After School Emergency Plan (ASEP) will be submitted to Expanded Learning Programs Office by 10/1/21.
<input type="checkbox"/>	Other:

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

1. Safety Training with all MCS staff 2. Participate in school wide and program wide drills 3. Train MCS & SEED staff together for lockdown procedures after school 4. Provide refresher course mid year 5. Program Director will attend OUSD ASPO safety meetings

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

Yes ☒  
No ☐

**Facility Keys**

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

Yes ☒ No ☐

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

SSO Staffing

Check One:

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

# Manzanita Community 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.

#### GUIDING QUESTIONS - Staffing

Please answer the following questions to help guide program contingency planning. Staffing is the key ingredient to making these decisions for each site.

☐ How many full-time employees does the expanded learning program employ? (i.e., site coordinators)

1

☐ How many part-time employees?

5

☐ How many hours do the part-time employees work?

25 hrs/wk (include training & prep time)

Hrs

☐ Does the program have subcontractors that provide service?



Yes

#### MODIFIED SCOPE OF WORK

Please Indicate below how the Expanded Learning Program will support each possible modification. Check all that apply. (Keep in mind that Expanded Learning funds 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 service.)

##### Distance Learning :

- ☒ Expanded Learning staff will be generally present (via Zoom) from \_\_\_am/pm to \_\_\_am/pm
- ☒ Expanded Learning staff will virtually support 1:1 with a student(s) \_\_\_ groups of students \_\_\_
- ☐ Expanded Learning staff will virtually support teachers directly.
- ☒ Expanded Learning staff will lead and facilitate programming independently of the school day
- ☐ Expanded Learning staff will assist with specific subjects.

List subjects below:

Please briefly describe how the program will support distance learning:

The Expanded Learning Program will support distance learning by providing push in and small group support. Teachers will be asked to identify high risk students who we will case manage by doing weekly wellness checks, BIC, after school homework support and enrichment offerings.

##### In-person Modified 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 tutoring Expanded Learning staff will support in-person students daily
- ☐ Expanded Learning staff will virtually support students on days when all students are virtual

Please briefly describe how the program will support distance learning:

Expanded Learning staff will provide 1.5 hours of in person support with a small co hort, based on county POD guidelines. Staff will facilitate small reading groups, SEL support to disengaged students, and 1:1 academic support if needed. Expanded Learning staff will also host after school homework hours, BIC club and enrichment classes throughout the week.

#### SECTION 3: PARTNERSHIP & 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?

If a shift happens from full remote learning to in person, the site coordinator will work with school leadership team to identify areas of support needed. Plans will be discussed with the Expanded Learning staff and if agreed, EBAYC will amend their schedules and contracts to reflect new job duties and hours per the budget, space and county/state guidelines. Steps to consider are identifying school needs, student/family needs, staff readiness and the budget. Site coordinator will work with the school leadership and EBAYC to address and coordinate services.

# EBAYC After School Program @ Manzanita Community School

## 2021-2022 Enrollment Timeline

	Timeline	After School Enrollment Steps/Process
1	April - July 2021*	Program enrollment announcement
2	May TBD*	Parent meetings begin/Release of applications
3	May - August 2021	Window for applications to be accepted
4	May - August TBD*	Families notified of program enrollment
5	May - August 2021	Families confirm acceptance and submit intake package
6	August - September 30, 2021	New school year enrollment for remaining slots
7	August TBD**	First day of program
8	August TBD*	Program orientation for parents/guardians
9	9/30/2021	Remaining program slots filled *except slots for transitional students (homeless, foster, newcomers)
10	September - May 2022	Waitlist maintained

- Contingent on OUSD 2021-2022 school year calendar and plan.
- \* Upon first day of OUSD 2021-2022 school year.

After School Program Schedule for:  
 EBAYC @ Manzanita  
 School Site: Manzanita Community  
 School  
 2021 - 2022

Time Block	Monday	Tuesday	Wednesday	Thursday	Friday
1:30 pm - 2:00 pm			Sign in / Community Circle		
2:00 pm - 3:00 pm			HW Power Hour		
2:30 pm - 2:50 pm	Academic Mentor Prep	Academic Mentor Prep		Academic Mentor Prep	Academic Mentor Prep
2:50 pm - 3:00 pm	Sign In / Warm Welcome	Sign In / Warm Welcome	3:00 pm - 3:30 pm Supper	Sign In / Warm Welcome	Sign In / Warm Welcome
3:00pm - 3:30pm	Supper	Supper	3:30pm - 4:00pm SPARK(Physical Activity)	Supper	Supper
3:30pm - 4:00pm	SPARK (Physical Activity)	SPARK (Physical Activity)	4:00pm - 5:30pm Enrichment	SPARK (Physical Activity)	SPARK (Physical Activity)
4:00pm - 5:00pm	HW Power Hour	HW Power Hour		HW Power Hour	4:00pm - 5:30pm Enrichment
5:00pm - 5:45pm	ST Math	"Reading Is Lit" Literacy Hour	5:30pm - 5:45pm Break	STEM / BIC	5:30pm - 5:45pm Break
5:45 pm - 6:00 pm	Dismissal ( Cafeteria )	Dismissal ( Cafeteria )	Dismissal ( Cafeteria )	Dismissal ( Cafeteria )	Dismissal ( Cafeteria )

\* Please note that the after school program must start immediately at the same time that the regular school day ends. On minimum days, the after school program must start immediately at the end of minimum day.



# 2020-21 MCS Bell Schedule.docx



## 2020-2021 Bell Schedule

### Regular Days

M, T, TH, & F 8:30-2:50 pm

#### Grades TK – K

8:35 – 10:00 am Instruction

10:00 – 10:20 am Recess

10:20 – 11:00 am Instruction

11:00 – 11:20 am Lunch

11:20 – 11:40 am Recess

11:40 – 1:30 pm Instruction

1:30 – 1:50 pm Recess

1:50 – 2:50 pm Instruction

#### Grades 1st & 2nd

8:35 – 10:30 am Instruction

10:30 – 10:45 am Recess

10:45 – 11:40 am Instruction

11:40 – 12:00 pm Lunch

12:00 – 12:20 pm Recess

12:20 – 2:50 pm Instruction

#### Grades 3rd - 5th

8:35 – 10:45 am Instruction

10:45 – 11:00 am Recess

11:00 – 12:40 pm Instruction

12:40 – 1:00 pm Lunch

1:00 – 1:20 pm Recess

1:20 – 2:50 pm Instruction

### Minimum Days

Wednesdays at 1:30 pm

#### Grades TK – K

8:35 – 10:00 am Instruction

10:00 – 10:20 am Recess

10:20 – 11:00 am Instruction

11:00 – 11:20 am Lunch

11:20 – 11:40 am Recess

11:40 – 1:30 pm Instruction

#### Grades 1st & 2nd

8:35 – 10:30 am Instruction

10:30 – 10:45 am Recess

10:45 – 11:40 am Instruction

11:40 – 12:00 pm Lunch

12:00 – 12:20 pm Recess

12:20 – 1:30 pm Instruction

#### Grades 3rd - 5th

8:35 – 10:45 am Instruction

10:45 – 11:00 am Recess

11:00 – 12:40 pm Instruction

12:40 – 1:00 pm Lunch

1:00 – 1:20 pm Recess

1:20 – 1:30 pm Instruction

BELL SCHEDULE | Add Date





# PARENT PERMISSION AND RELEASE AND STUDENT INFORMATION

## OAKLAND UNIFIED SCHOOL DISTRICT

### ASES and/or 21st CENTURY ELEMENTARY & MIDDLE SCHOOL AFTER-SCHOOL PROGRAMS

**I give my child permission to participate in the 2021-2022**  
**\_\_\_\_\_ After-School Program.**

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

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

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

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

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

### EMERGENCY CONTACT INFORMATION

In case of emergency, please contact:

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

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

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

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

Email \_\_\_\_\_ Email \_\_\_\_\_

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

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

## RELEASE OF LIABILITY

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



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

\_\_\_\_\_  
Date

## AFTER-SCHOOL PROGRAM ATTENDANCE POLICIES

I understand that my child is expected to participate fully in the After-School program:

- ❖ **Elementary School** students are expected to participate in the After-School program **every day until 6pm, for a total of 15 hours per week.**
- ❖ **Middle School** students who participate in the After-School program **at least 3 days per week until 6pm, for a minimum total of 9 hours per week** will be given priority for enrollment.

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

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

## STUDENT RELEASE/ PICK UP POLICY

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



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

\_\_\_\_\_  
Date

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

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

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

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

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

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

## PERMISSION TO EVALUATE PROGRAMS AND TRACK STUDENT PROGRESS

For the 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/Caretaker Signature

\_\_\_\_\_  
Date

## PHOTO/VIDEO RELEASE

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

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

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

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



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

\_\_\_\_\_  
Date

## SPECIAL NOTE REGARDING PROGRAM FEES

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

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

- ❖ **Elementary School** students are expected to participate in the After-School program every day until 6pm, for a total of 15 hours per week.
- ❖ **Middle School** students who to participate in the After-School program at least 3 days per week until 6pm, for a minimum total of 9 hours will be given priority.

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

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

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

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

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

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

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

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

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

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



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

\_\_\_\_\_  
Date

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

**FOR STUDENTS AGES 12 AND OLDER ONLY**

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

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

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

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

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

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

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



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

\_\_\_\_\_  
Date



## After-School Programs, 2021-2022

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

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

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

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

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

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

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

#### EMERGENCY

In case of emergency, please contact:

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

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

#### HEALTH

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

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

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

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

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

Medications needed After-School hours: \_\_\_\_\_

## **SPECIAL INSTRUCTIONS**

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

See your School Nurse/Health Services for more information.

## **AUTHORIZATION TO TREAT MINOR**

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

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

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

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

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

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

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

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

# Exhibit D

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

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

### Contact Information:

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

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

- ☐ Fall Semester- August 9, 2021 to December 17, 2021  
☐ Spring Semester- January 3, 2022 to May 26, 2022  
☐ Summer Program (Specify dates: \_\_\_\_\_ to \_\_\_\_\_)

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

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

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

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

Exhibit E

EAST BAY REGIONAL PARK DISTRICT

WAIVER AND RELEASE OF LIABILITY AND INDEMNITY AGREEMENT

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

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

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

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

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

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

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

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

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

EBRPD Waiver- Swim Use

Rev. 3/09

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

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

<b>RELEASE OF LIABILITY AND ASSUMPTION OF RISK</b>
--

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

1. I am familiar with the Middle School Sports League Activities and facility rules and agree that I and my child will follow them. I understand that the recreational activities or use of the facilities or equipment carries inherent risks which cannot be eliminated regardless of the presence of coaches or other care taken to avoid injury. I understand that, in the event that a Middle School Sports League school site is closed for any emergency reason (including but not limited to reasons related to COVID-19), the Middle School Sports League shall provide physical programming remotely, rather than in-person at the school site, and that this remote physical activity likewise carries inherent risks. I understand that OUSD and \_\_\_\_\_ are not responsible for loss, damage, illness, or injury, or death, to person or property as a result of use of the facilities or equipment or participation in the Middle School Sports League activities (including remote physical activity) offered after school and on designated weekend days as scheduled.
2. As parent/guardian, I certify that my child is physically fit and medically able to participate in the Middle School Sports League activities and that parent/guardians have not been advised otherwise by a qualified medical person. I authorize OUSD, \_\_\_\_\_, or Middle School Sports League staff to furnish and/or obtain emergency medical treatment which may be necessary for me or my child during Middle School Sports League activities. Participant and/or parent/guardian agree to pay all costs associated with medical care and transportation for the participant as provided by law.
3. As parent/guardian, I have reviewed the schedule(s) for Middle School Sports League activities and understand that weather permitting the Middle School Sports League activities generally run after school and on designated weekend days of each month as scheduled. Parent/Guardians understand that they are responsible for transporting their child/children and picking up their children promptly at the end of the program and that there is no OUSD or \_\_\_\_\_ supervision for children after the Middle School Sports League program ends.
4. I agree as an adult participant, or the Parent/Guardian of a minor participant, to grant the right and permission to photograph and/or record me or my child/ward in connection with Middle School Sports League and to use the photograph and/or recording for all purposes.

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

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

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

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

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

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



School \_\_\_\_\_

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

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

School \_\_\_\_\_

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

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

In case of emergency please contact:

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

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

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

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

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

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

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

**Student Participant Health Conditions**

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

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

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

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

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

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



Exhibit F  
OAKLAND UNIFIED  
SCHOOL DISTRICT  
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.**

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

# Exhibit G (1)



OAKLAND UNIFIED  
SCHOOL DISTRICT  
Community Schools. Thriving Students.

## PROCEDURE FOR INVOICING Oakland Unified School District Comprehensive After School Programs 2021-2022

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

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

The tentative schedule for OUSD payments is anticipated as follows:

<b>Invoices due to our office by 5:00 pm on:</b>	<b>Accounts Payable checks to be mailed on:</b>
August 10, 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 21<sup>st</sup> 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 21<sup>st</sup> 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.

Extended Contract Timesheets Due to After School Programs Office on the following anticipated dates:	OUSD Anticipated Payroll Issue Dates ***Please note: Allow 45 days processing time for the first submission. Future submissions take approximately 5 weeks.***
September 30, 2021	October 31, 2021
October 31, 2021	November 30, 2021
November 30, 2021	December 22, 2021
December 22, 2021	January 31, 2022
January 31, 2022	February 28, 2022
February 28, 2022	March 31, 2022
March 31, 2022	April 30, 2022
April 30, 2022	May 31, 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.



## Exhibit G (3)



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

**PROCEDURES for EXTENDED TIME and/or OVERTIME FORMS (ET/OT)  
for OUSD CLASSIFIED EMPLOYEES 2021-2022**

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

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

- ◆ Complete "Combined ET/OT/CT and Move-Up/Acting Time Report", using appropriate Budget Org Key
- ◆ Have Employee Sign Form
- ◆ Have Site Coordinator Sign Form
- ◆ Have Principal Approve and Sign Form
- ◆ All Custodial ET/OT forms must be submitted to After School Programs Office at 1000 Broadway, Suite 150.
- ◆ All SSO ET/OT forms must be submitted to the SSO Office at 1000 Broadway, Suite 150.
- ◆ Any other ET/OT forms for 21<sup>st</sup> Century and ASES classified staff must be delivered to 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 29, 2021
September 29, 2021	October 12, 2021
October 12, 2021	October 29, 2021
October 29, 2021	November 15, 2021
November 15, 2021	November 30, 2021
November 30, 2021	December 15, 2021
December 15, 2021	December 29, 2021
December 22, 2021	January 12, 2022
January 12, 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 29, 2022
April 29, 2022	May 13, 2022
May 13, 2022	May 31, 2022
May 31, 2022	June 15, 2022
June 15, 2022	June 29, 2022

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

Exhibit H

**INSERT HERE**

# EBAYC Certificate of Insurance



## CERTIFICATE OF LIABILITY INSURANCE

EASTBAY-11

SGONZALEZ

DATE (MM/DD/YYYY)

5/19/2020

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

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

<b>PRODUCER</b> License # 0757776 <b>HUB International Insurance Services Inc.</b> 2300 Clayton Rd Concord, CA 94520		<b>CONTACT</b> Rocky Stein NAME: PHONE (A/C, No, Ext): (925) 415-5152 FAX (A/C, No): (951) 231-2572 E-MAIL ADDRESS: cal.cpu@hubinternational.com															
<b>INSURED</b>  East Bay Asian Youth Center 2025 E 12th St Oakland, CA 94606		<b>INSURER(S) AFFORDING COVERAGE</b> <table border="1"> <tr> <th>INSURER</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Nonprofits' Insurance Alliance of California, Inc</td> <td>01184</td> </tr> <tr> <td>INSURER B: Oak River Insurance Company</td> <td>34630</td> </tr> <tr> <td>INSURER C: Scottsdale Indemnity Company</td> <td>15580</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>		INSURER	NAIC #	INSURER A: Nonprofits' Insurance Alliance of California, Inc	01184	INSURER B: Oak River Insurance Company	34630	INSURER C: Scottsdale Indemnity Company	15580	INSURER D:		INSURER E:		INSURER F:	
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INSURER C: Scottsdale Indemnity Company	15580																
INSURER D:																	
INSURER E:																	
INSURER F:																	

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

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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURER	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:		202055188	6/1/2020	6/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 500,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG. \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		202055188	6/1/2020	6/1/2021	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$		202055188-UMB	6/1/2020	6/1/2021	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y N/A	EAWC114576	6/1/2020	6/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 Ret: 0 Each Claim
C	Directors & Officers		EK13328837	5/14/2020	5/14/2021	Retention \$7,500
C	Employment Practices		EK13328837	5/14/2020	5/14/2021	Retention \$7,500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

NONPROFITS INSURANCE ALLIANCE OF CALIFORNIA  
 Policy Number: 2020-55188 | Effective Dates: 06/01/2020 - 06/01/2021  
 Sexual Abuse or Molestation - \$1,000,000 Each Claim / \$2,000,000 Aggregate

INSURER: Nonprofits' Insurance Alliance of California, Inc.  
 Policy Number: 2020-55188PROP | Effective Dates: 06/01/2020 - 06/01/2021 - Limit: \$5,000 - Deductible: \$500

SEE ATTACHED ACORD 101

### CERTIFICATE HOLDER

### CANCELLATION

Oakland Unified School District  
 1000 Broadway, Suite 440  
 Oakland, CA 94607

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

AUTHORIZED REPRESENTATIVE

*John R. Stein*

ACORD 25 (2016/03)

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AGENCY CUSTOMER ID: EASTBAY-11

SGONZALEZ

LOG #: 1

## ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY HUB International Insurance Services Inc.	LICENSE # 0757776	NAMED INSURED East Bay Asian Youth Center 2025 E 12th St Oakland, CA 94606
POLICY NUMBER SEE PAGE 1		
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1

## ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:  
Oakland Unified School District Supervisors, the individual members thereof, and all officers, agents, employees and volunteers are  
Additional Insured with regard to General Liability, when required, by written contract, per the attached endorsement CG2026 04/13.

ACORD 101 (2008/01)

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POLICY NUMBER: 2020-55188  
Named Insured: East Bay Asian Youth Center

COMMERCIAL GENERAL LIABILITY  
CG 20 26 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED  
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

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

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

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

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

However:

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

- B. With 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.



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 multi-cultural 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. 12<sup>th</sup> Street    Oakland, CA 94606    [www.ebayc.org](http://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

2025 E. 12<sup>th</sup> Street    Oakland, CA 94606    [www.ebayc.org](http://www.ebayc.org)    Tel. 510.533.1092    Fax 510.533.6825

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

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

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

this Agreement. Notwithstanding, EMPLOYEE understands and agrees personnel information may be exchanged between OUSD and AGENCY.

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

OAKLAND UNIFIED SCHOOL DISTRICT

- 
- ☐ President, Board of Education
  - ☐ Superintendent or Designee

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Secretary, Board of Education

AGENCY

---

EMPLOYEE

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

**Search Term : east bay asian youth center\***

**Record Status: Active**

<b>ENTITY</b>	EAST BAY ASIAN YOUTH CENTER	Status: Active
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DUNS: 867936601	+4:	CAGE Code: 4QB11	DoDAAC:
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Expiration Date: 02/25/2022	Has Active Exclusion?: No	Debt Subject to Offset?: No
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Address: 2025 E 12TH ST

City: OAKLAND

ZIP Code: 94606-4925

State/Province: CALIFORNIA

Country: UNITED STATES



## 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.

### Agency Information

Agency Name	East Bay Asian Youth Center			Agency's Contact Person	David Kakishiba
Street Address	2025 East 12th Street			Title	Executive Director
City	Oakland			Telephone	510-533-1092
State	CA	Zip Code	94606	Email	junji@ebayc.org
OUSD Vendor Number	001474				

Attachments	<input checked="" type="checkbox"/>	Proof of general liability and workers' compensation insurance
	<input checked="" type="checkbox"/>	Statement of qualifications
	<input checked="" type="checkbox"/>	Program Planning Tool and Budget
	<input checked="" type="checkbox"/>	Printout showing this vendor does not appear on the Excluded Parties List. ( <a href="http://www.sam.gov/portal/public/Sam/">www.sam.gov/portal/public/Sam/</a> )

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

Anticipated Start Date	2021-08-01	Date work will end	2022-07-31	Total Contract Amount	111269.00
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### Budget Information

Resource #	Resource Name	Budget #	Amount	Req. #
6010	ASES	010-6010-0-1110-4000-5825-179-1790-1553-9999-99999	\$ 111269.00	21/22 Funds
			\$	21/22 Funds
			\$	21/22 Funds
			\$	21/22 Funds

### OUSD Contract Originator Information

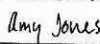
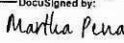
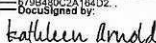
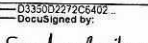
Name of OUSD Contact	Amy Jones	Email	amy.jones@ousd.org		
Telephone	510-879-2179	Fax			
Site/Dept. Name	Manzanita Community School	Enrollment Grades	2	through	5

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

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



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

Please sign under the appropriate column.	Approved	Denied – Reason	Date
1. Site Administrator	<small>DocuSigned by:</small>  <small>72902404FFB340B...</small>		5/26/2021
2. Resource Manager	<small>DocuSigned by:</small>  <small>8795480C2A164D2...</small>		5/26/2021
3. Network Superintendent/Deputy Chief/Exec Dir.	<small>DocuSigned by:</small>  <small>D335002272C6402...</small>		5/27/2021
4. Cabinet (CAO, SBO, CFO)	<small>DocuSigned by:</small>  <small>B072CB8033AD406...</small>		5/27/2021
5. Board of Education or Superintendent			
Procurement	Date Received		

Rev. 5/2018

**THIS FORM IS NOT A CONTRACT**