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## Board Cover Memorandum

**To** Board of Education

**From** Kyla Johnson-Trammell, Superintendent  
Sondra Aguilera, Chief Academic Officer

**Meeting Date** May 25, 2022

**Subject** Amendment to Memorandum of Understanding 2021-2022 Agreement with Bay Area Community Resources

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**Ask of the Board** ☒ Approve Amendment to Memorandum of Understanding 2021-2022 with Bay Area Community Resources  
☐ 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 increase after school staff compensation and hire an additional staff person to facilitate a gardening class. Vendor will also increase enrichment contract with Destiny Arts for students in the after school program at Markham Elementary School.*

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

**Not-To-Exceed Amount** \$157,441.00

**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]

**In-Kind  
Contributions**

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

**Funding  
Source(s)**

*Resource 6010 – After School Education and Safety (ASES) Grant in the amount of \$143,213.00; Resource 6011 – ASES Kids Code Grant in the amount of \$6,428.00; Resource 2600 – Expanded Learning Opportunities Program in the amount of \$7,800.00*

**Attachment(s)**

- Amendment No. 1, Memorandum of Understanding 2021-2022
- Revised Budget
- Original Memorandum of Understanding, Enactment No. 21-1094

## 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 **Bay Area Community Resources**

- 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. **21-1094**

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 increase after school staff compensation, and hire an additional staff person to facilitate a gardening class. Vendor will also increase enrichment contract with Destiny Arts for students in the after school program at Markham Elementary 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:

\$  **39,744.00**.

☐ 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

\$  **157,441.00**.

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: Don Blasky

Signature: 

Position: Chief Program Officer

Date: 4/24/2022

*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: 4/25/2022

☒ Board President 5/26/2022 Gary Yee 

☐ 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

Site Name:	Markham		ASES		ELOP	ASES Kids Code	OFCY Match Funds	Other Lead Agency
Site #:	138	%	Resource 6010, Program 1553	%	Resource _____, Program _____	Resource 6010, Program _____		
Average # of students to be served daily	83.29		OUUSD Lead Agency		OUUSD Lead Agency	OUUSD Lead Agency	Lead Agency	Lead Agency
TOTAL GRANT AWARD			152612.13		7800.00	12000.00	92150.00	6900.00
OUUSD Indirect (5.00%)			7267.24		571.43			
OUUSD ASPO admin, evaluation, and training			9508.54		0.00			
Custodial Staffing and Supplies at 3.5%			4754.27		0.00			
20/21 Carryover			15244.00		0.00			
TOTAL SITE ALLOCATION			146326.07		7800.00	11428.57		
1120	Quality Support Coach/Academic Liaison		2500.00		0.00	0.00		
1120	Certificated Teacher Extended Contracts- r		0.00		0.00	0.00		
1120	Certificated Teacher Extended Contracts- E							
1120	Certificated Teacher Extended Contracts- r							
Total certificated			2500.00		0.00	0.00	0.00	0.00
2205	Site Coordinator (list here, if district employee)		0.00					0.00
2220	SSO (optional)		0.00		0.00			

			0.00							
	Total classified		0.00	0.00		0.00	0.00	0.00	0.00	0.00
3000's	Employee Benefits for Certificated Teachers		612.50		0.00	0.00				
3000's	Employee Benefits for Classified Staff on E		0.00		0.00	0.00				
3000's	Employee Benefits for Salaried Employees		0.00		0.00	0.00				
3000's	Lead Agency benefits (rate: 25%)			0.00						
	Total benefits		612.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4310	Program Supplies		1760.19		4900.00	5000.00		2512.34	0.00	
4310	Food							250.00	0.00	
5829	Office Supplies							100.00	0.00	
4420	Professional Development				1000.00		4428.57	500.00	0.00	
	Telephone/Internet/ Communications							700.00		
	Travel/Transportation							160.00		
	Participant Incentives						1000.00	100.00		
	Professional Development for Site Staff		500.00							
	Total books and supplies		0.00	2260.19	0.00	5900.00	5000.00	5428.57	4322.34	0.00
5825	Site Coordinator (Shamari Bell) \$48,000 an		49529.17					10470.83		
5825	Program Instructor (David Drew) \$18 x 22		18315.00							
5825	Porgram Instructor (Maria Arce) \$18 x 22		18315.00							
5825	Porgram Instructor (Paloma Collier) \$18 x		13289.99					5025.01		
5825	Porgram Assistant (Johnnay McClendon) \$		3850.32					19875.93		
5825	Porgram Instructor (Markita Florence) \$18		824.18					17490.82		
5825	Program Instructor (Savone Cummings) \$1		18315.00							
5825	After School Support Staff (Shayna Shapiro		2125.00							
5825	BACR Program Manager (Professional Deve							14025.00		
5825	Staff time to participate in Continuous Qua						1000.00			
5825	Subcontractor: Street Soccer		4055.00							

5825	Subcontractor: Young Audiences of Northern Virginia			3060.00					2640.00	
	Subcontractor: Destiny Arts			5630.91		1600.00			4477.57	
5825										
	Total services		0.00	137309.57		0.00	1600.00	0.00	1000.00	74005.16 0.00

	BACR East Bay Director									2500.00
	BACR Support Staff									1600.00
	BACR Administrative Assistant									1000.00
	Trainings (CPS, Classroom Management, Leadership)									1200.00
	Volunteer Time									600.00
	Total value of in-kind direct services									6900.00

	Lead Agency admin (4% max of total contract)			3643.81			300.00			13822.50
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	<b>Subtotals DIRECT SERVICE</b>	86.36	5394.55	139569.76	96.15	0.00	7500.00	5000.00	6428.57	78327.50
	<b>Subtotals Admin/Indirect</b>	13.64	19248.01	3643.81	3.85	0.00	300.00	571.43	0.00	13822.50

	Total budgeted per column		24642.56	143213.57		0.00	7800.00	5571.43	6428.57	92150.00
	Total BUDGETED	100.00		167856.13	100.00		7800.00		12000.00	92150.00
	<b>BALANCE remaining to allocate</b>		0.00			0.00		0.00	0.00	6900.00
	<b>TOTAL GRANT AWARD/ALLOCATION TO S</b>		167856.13			7800.00		12000.00	92150.00	6900.00

<b>ASES MATCH REQUIREMENT:</b>	
ASES requires a 3:1 match for every grant award do	
Total Match amount required for this grant:	50870.71
Facilities count toward 25% of this match requirement:	12717.68

Remaining match amount required:	38153.03
Match should be met by combined OFCY funds, oth	99050.00
Total Match amount left to meet:	-60896.97

**Required Signatures for Budget Approval**

Principal:  
Lead Agency

Date:  
Date:

Board Office Use: Legislative File Info.	
File ID Number	21-1281
Introduction Date	6/23/21
Enactment Number	21-1094
Enactment Date	6/23/2021 lf



**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 – Bay Area Community Resources - After School Program – Markham Elementary School

**Ask of the Board** Approval by the Board of Education of Memorandum of Understanding 2021-2022 between the District and Bay Area Community Resources, San Rafael, CA, for the latter to serve as lead agency for program coordination, math intervention, homework support, student supervision and a variety of enrichment services, as described in the MOU, for Markham Elementary School's comprehensive After School Program, for the period of August 1, 2021 through July 31, 2022, in an amount not to exceed \$117,697.00.

**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.

In 2018, the California Assembly enacted AB 1808, which established the After School Kids Code Pilot Program to expand access to coding for students participating in existing ASES Programs. The California Department of Education provided one-time grant funds to eligible ASES programs that focus on computer coding as part of their after school program curriculum. The Kids Code program is key to addressing access issues for students, particularly in STEM-related subjects. The more opportunities a young person has to engage in hands-on STEM learning at a young age, the more likely that student is to develop an interest and identity with STEM subjects. Afterschool and summer learning programs provide a place to foster interest and identity in new subjects, and can be a well-positioned

partner in expanding access to computer coding for students.

- 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, After School Education and Safety (ASES) Kids Code Grant/Resource 6011 in the amount of \$6,428.00
- 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**  
**Bay Area Community Resources**

1. **Intent.** This Memorandum of Understanding ("MOU") establishes the Oakland Unified School District's ("OUSD") intent, contingent upon OUSD's receipt of California Department of Education and/or U.S. Department of Education after school grant funds, to contract with **Bay Area Community Resources** ("AGENCY") to serve as the lead agency to provide after-school and/or summer educational programs and to serve a sufficient number of students and run services for a sufficient number of days to earn the core grant allocation of funding at **138 Markham Elementary School** under the following grants:
  - After School Education and Safety Program ("ASESP")
  - California Department of Education ("CDE") 21<sup>st</sup> Century Community Learning Center (21<sup>st</sup> CCLC)
  - Oakland Fund for Children and Youth - This MOU will also outline services provided on OUSD school grounds through the Oakland Fund for Children and Youth ("OFCY") After-School Initiative funds that shall be utilized as matching funds to CDE 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 **Bay Area Community Resources** is **\$ 117697.00**. 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 **\$ 117697.00** 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 **138 Markham Elementary School**, will be responsible for operations and management of the ASES, 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 **138 Markham Elementary 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 **K** through **5** grade students at **138 Markham Elementary School**, to serve sufficient number of students and run services for a sufficient number of days to earn the full core grant allocation of funding.

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

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

5.4.2. **Program Days.** The program shall be offered a minimum of 177 - 180 days during the 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 **138 Markham Elementary School**. AGENCY acknowledges and agrees to provide programming consistent with grant guidelines understanding that:

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

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

- **Equitable Access Programming.** AGENCY shall include a component for students at **138 Markham Elementary School** to support full access to program components.
- **Supplemental and Summer Services.** In all programs receiving 21<sup>st</sup> CCLC Supplemental grant funds or private funding for summer, AGENCY will provide educational and enrichment programming in the summer, on weekends, and/or during intercessions. A broad range of activities may be implemented based on local student needs and interests, and district guidelines for summer programming. Supplemental and summer services may be added under this MOU. If summer services will be added, a separate MOU amendment will reflect the summer scope, summer budget and any changes in location as to summer services to be provided.
- **Middle School Sports League Activities.**  
All programs participating in the Middle School Sports League must include those activities in their Program Planning tool and Program Schedule. Middle School Sports League activities, including but not limited to on and off site practices and games, are subject to the field trip policy high risk field trip activities requirements provided in this agreement. All sports participants and volunteers must have on file a completed Middle School Sports Release of Liability and Assumption of Risk prior to participation (attached hereto as Exhibit E (1)).

5.4.3.1. 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 **138 Markham Elementary School**
- OUSD After School Programs Office
- OUSD central administration departments
- Parents/Guardians
- Youth
- Community organizations and public agencies

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

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

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

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



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

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



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

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

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

**6.12.3. Swimming Activities**

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

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

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



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

- 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 ASEP, 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 **\$117697.00** 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.



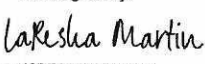
OAKLAND UNIFIED SCHOOL DISTRICT

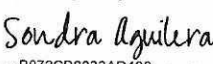
 6/24/2021  
Date  
☒ President, Board of Education  
☐ State Administrator  
☐ Superintendent

 6/24/2021  
Date  
Secretary,  
Board of Education

DocuSigned by:  
 5/26/2021  
Date  
Executive Director  
Community Schools and Student Services Dept.

DocuSigned by:  
 5/25/2021  
Date  
Principal

DocuSigned by:  
 5/27/2021  
Date  
Network Superintendent

DocuSigned by:  
 5/27/2021  
Date  
Chief Academic Officer  
Continuous School Improvement

AGENCY

DocuSigned by:  
 5/26/2021  
Date  
Agency Director Signature

Mary Jo Williams Chief Operating Officer  
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

MOU template approved by Office of the General Counsel March 2021

Legislative File ID: 21-1281

# 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:	Markham			ASES			ASES Kids Code	OFCY Match Funds	Other Lead Agency Funds
Site #:	138			Resource 6010, Program 1553			Resource 6010, Program		
Average # of students to be served daily (ADA):	83.31			OUUSD	Lead Agency		OUUSD	Lead Agency	Lead Agency
TOTAL GRANT AWARD				133,169.40	0		12,000.00	\$92,150.00	\$6,900.00
CENTRAL COSTS: INDIRECT, ADMIN, EVAL, PD, CUSTODIAL, SUPPLIES									
OUUSD Indirect (5.00%)				6,341.40			571.43		
OUUSD ASPO admin, evaluation, and training/technical assistance costs				8,297.16			0		
Custodial Staffing and Supplies at 3.5%				4,148.58			0		
TOTAL SITE ALLOCATION				114,382.26			11,428.57		
CERTIFICATED PERSONNEL									
1120	Quality Support Coach/Academic Liaison			2500			0		
1120	Certificated Teacher Extended Contracts- math or ELA academic intervention (required for MS)			0			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	0
CLASSIFIED PERSONNEL									
2205	Site Coordinator (list here, if district employee)			0					0
2220	SSO (optional)			0					
Total classified				0	0		0	0	0
BENEFITS									
3000's	Employee Benefits for Certificated Teachers on Extended Contract (benefits at 24.5%)			612.50			0		
3000's	Employee Benefits for Classified Staff on Extra Time /Overtime (benefits at 28%)			0			0		
3000's	Employee Benefits for Salaried Employees (benefits at 42%)			0			0		
3000's	Lead Agency benefits (rate: 25%)				0				
Total benefits				612.50	0		0	0	0
BOOKS AND SUPPLIES									
4310	Program Supplies			1760.19			\$5,000.00	\$2,512.34	0
4310	Food							\$250.00	0
5829	Office Supplies							\$100.00	0
4420	Professional Development						\$4,428.57	\$500.00	0
	Telephone/Internet/ Communications							\$700.00	
	Travel/Transportation							\$160.00	
	Participant Incentives						\$1,000.00	\$100.00	
	Professional Development for Site Staff			500					
Total books and supplies				0	2260.19		\$5,000.00	5428.57	\$4,322.34
CONTRACTED SERVICES									
5825	Site Coordinator (Timothy Killings) \$48,000 annual salary + (25% Fringe) \$12,000 = \$60,000 (only 10 months from ASES; 2 months OFCY)			\$49,529.17				\$10,470.83	
5825	Program Instructor (David Drew) \$17 x 22 hrs/wk x 37 weeks = \$13,838 + (25% Fringe) \$3,459.50 = \$17,297.50			\$17,297.50					
5825	Program Instructor (Dao Fousseni) \$17 x 22 hrs/wk x 37 weeks = \$13,838 + (25% Fringe) \$3,459.50 = \$17,297.50			\$17,297.50					



5825	Program Instructor (Paloma Collier) \$17.19 x 22 hrs/wk x 37 weeks = \$13,992.66 + (25% Fringe) \$3,498.16 = \$17,490.82		\$12,465.81			\$5,025.01	
5825	Program Instructor (Johnnay McClendon) \$17.19/hr x 25hrs/wk x 37wks= \$15,900.75+ (25% Fringe) \$3,975.18 = \$19,875.93					\$19,875.93	
5825	Program Instructor (Markita Florence) \$17.19 x 22 hrs/wk x 37 weeks = \$13,992.66 + (25% Fringe) \$3,498.16 = \$17,490.82					\$17,490.82	
5825	After School Support Staff (Shayna Shapiro) \$1,700 + (25% Fringe) \$425= \$2,125		\$2,125.00				
5825	BACR Program Manager (Professional Development, Training, Coaching, Staff observations, General feedback for Program Quality): \$11,220 + (25% fringe) \$2,805 = \$14,025					\$14,025.00	
5825	Staff time to participate in Continuous Quality Improvement process				\$1,000.00		
5825							
5825	Subcontractor: Street Soccer		\$4,055.00				
5825	Subcontractor: Young Audiences of Northern California		\$3,060.00			\$2,640.00	
5825	Subcontractor: Destiny Arts					\$4,477.57	
5825							
	Total services	0	\$105,829.98	0	1000	\$74,005.16	0

#### IN-KIND DIRECT SERVICES

	BACR East Bay Director					\$2,500.00	
	BACR Support Staff					\$1,600.00	
	BACR Administrative Assistant					\$1,000.00	
	Trainings (CPS, Classroom Management, Lesson Planning, BACR In-House trainings)					\$1,200.00	
	Volunteer Time					\$600.00	
	Total value of in-kind direct services					\$6,900.00	

#### LEAD AGENCY ADMINISTRATIVE COSTS

	Lead Agency admin (4% max of total contracted \$)		3,179.59			\$13,822.50	
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#### SUBTOTALS


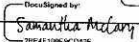
	Subtotals DIRECT SERVICE	85.00	5,103.82	\$108,090.17	95.24	5000	6428.57	\$78,327.50	
	Subtotals Admin/Indirect	15.00	16,795.82	3,179.59	4.76	571.43		\$13,822.50	

#### TOTALS

	Total budgeted per column		21,899.64	\$111,269.76		5,571.43	6428.57	\$92,150.00	
	Total BUDGETED	100.00	133,169.40		100.00	12,000.00		\$92,150.00	
	BALANCE remaining to allocate		0.00			0.00		\$0.00	\$6,900.00
	TOTAL GRANT AWARD/ALLOCATION TO SITE		133,169.40			12,000.00		\$92,150.00	\$6,900.00

ASES MATCH REQUIREMENT:				
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:			\$99,050.00	
Total Match amount left to meet:			-65,757.65	


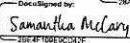

#### Required Signatures for Budget Approval:

Principal:		5/25/2021
Lead Agency:		5/19/2021

# 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: <input type="text" value="Markham"/>		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> )		After-School Lead Agency: <input type="text" value="Bay Area Community Resources"/>	
Principal Name: <input type="text" value="Byron Delcomb"/>	Principal Signature and date:		DocuSigned by:  2021.05.10 10:43:35
Lead Agency Director Name: <input type="text" value="Samantha McCary"/>	Lead Agency Director Signature and date:		DocuSigned by:  2021.05.10 10:43:35
After-School Site Coordinator Name: <input type="text" value="Timothy Killings"/>	After-School Site Coordinator Signature and date:		DocuSigned by:  2021.05.10 10:43:35

SECTION 2: PROGRAM OPERATIONS			
Average Daily Attendance, Program Dates, Minimum Days & Enrollment			
To be compliant with grant requirements, the after-school program must commence immediately upon the conclusion of the regular day, operate a minimum of 15 hours/week, and be open until at least 6:00 pm on every school day for elementary and middle schools (EC 84-83). Programs are required to operate all 180 days of the school year.			
Projected daily attendance for 2021-2022 school year program.		<input type="text" value="100"/>	
Program Operations for the 2021-2022 school year. First Day: August 9, 2021 Last Day: May 26, 2022			
UPDATED ED CODE:	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.		
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).			
1st: <input type="text" value="11/19/2021"/>	2nd: <input type="text" value="12/17/2021"/>	3rd: <input type="text" value="N/A"/>	
<b>Minimum Days</b> 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.			
Projected Number of Minimum Days for School Year 2021-2022:		<input type="text" value="46"/>	
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?			
No additional minimum days are planned to be added beyond the projected number.			

### SECTION 3: 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"> <tr><td>TK</td><td><input type="checkbox"/></td></tr> <tr><td>K</td><td><input checked="" type="checkbox"/></td></tr> <tr><td>1</td><td><input checked="" 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> </table>			TK	<input type="checkbox"/>	K	<input checked="" type="checkbox"/>	1	<input checked="" 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 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 the Enrollment Timeline file. Please name your file in this format: SchoolName\_EnrollmentTimeline

Please check the box below after completing the above instructions

☒ **Enrollment Timeline has been uploaded to 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 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.)

<ul style="list-style-type: none"> <li>- Establishes the definition of homeless used by schools</li> <li>- Ensures that children and youth experiencing homelessness have immediate and equal access to public education</li> <li>- Provides for educational access, stability, and support to promote school success</li> <li>- Needed to address the unique barriers faced by many homeless students</li> </ul>	
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?  <div style="border: 1px solid black; padding: 10px; min-height: 100px;"> <p>The afterschool program will automatically enroll any families that submit a Golden ticket. With confidentiality, we will provide available resources at our disposal to our students and families with Golden Tickets.</p> </div>	

SECTION 4: PROGRAM COMPONENTS	
<p>CDE requires that programs must provide a safe environment and include an educational component that provides tutoring and/or homework assistance; and an educational enrichment component, which may include, but not limited to STEAM, recreation, prevention and other Social Emotional Learning (SEL) activities (EC Section 8482.6); and provide opportunities for physical activity. (EC Section 8483.3(c)(7))</p>	
Educational and Literacy Component that includes tutoring/	Describe how the after-school program will provide the educational & literacy component.

**Respond Below:**

- Afterschool will provide an hour of homework help every day.
- Afterschool staff will allow students 15 to 30 minutes of reading each day with an appropriate leveled book.
- Afterschool will provide students the opportunity to complete online Reading intervention programs on the computer, such as BookNook.
- Afterschool will partner with subcontractors who focus solely on small group academic tutoring.
- All afterschool staff have or will complete SEL training before December of 2021. All academic lesson plans will follow an SEL model of a warm welcome, icebreaker, engaging and interactive activity, presentation, and reflection. We will also include a project based curriculum in the areas of STEM thru programs such as Makers Ed and others.

<p>Homework assistance in the core subjects (language arts, math, history /social science, etc.)</p> <p>How are students building academic skills? How are social-emotional academic development being integrated? (Include specific strategies for creating a safe &amp; supportive environment through encouragement and active engaged learning.)</p>
--

**Respond Below:**

- Our program will continue to offer educational enrichments such as Makers ED and Kids Code. Makers Ed allows students complete a variety of project based lessons. Kids Code is a grant obtained for our site which was a ten



week curriculum introducing students to CODING through mini projects.

- Our program will continue to offer literacy intervention through an online enrichment program called BookNook, Math Hoops, and one on one tutoring facilitated by our Quality Support Coach.
- We also have enrichments such as girls club, where staff facilitate engaging activities designed to increase self and social awareness, community, and cultural pride.

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, diversity, success and equity.)

**Respond Below:**

The after-school program chooses our enrichment by constantly getting feed back and reflections from students about what they like, learned, and would change about enrichments the ASP offers. Our students are giving opportunities to voice how they fill about enrichments during reflection circles, group and one on one check-ins, and surveys. We have changed various enrichments based on student feed back.

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:**

Our program will offer daily, structured physical activity for at least one hour. We will offer physical activity thru Street Soccer USA on Monday and Wednesday, Latin Dance on Thursday, and Gardening on Fridays.

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:**

1. The After School program will participate/collaborate in Markham's Family Literacy Night and Family Math/Science Night.

2. We will host the ASP Lights On Event, which is an annual event that highlights the importance and need for afterschool programs all around the world.
3. We will also provide opportunities for parents to come in and volunteer/participate in program academic enrichment classes and activities.
4. We also have a pilot program called Farms to Communities where parents and community members run their own CSA produce cooperative.

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:**

This is a repeat question. This question is answered above. @Jack Paul Lowe Jr.

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.

**OUSD Student Learning Goals:**

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

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

**Respond Below:**

Markham Afterschool Program will further OUSD learning goal 1 and 4, by making sure that students receive academically and culturally relevant activities and lessons that are engaging and fun.

**All students build relationships to feel connected and engaged in learning.** ASP will use a variety of methods to make sure students have a voice in planning the day to day learning such as surveys, focus groups, votes, and restorative

circles.

English Learner students continuously develop their language, reaching English Fluency in 6 years or less. ASP will focus on English Learners reaching fluency by prioritizing these students in small group reading interventions in BookNook, and providing many opportunities for students to utilize English in realistic settings. We will also work with day time staff to implement any strategies being used during the day to develop language in After School as well.

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

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 & COL Spectrum](#)

[Scoring Key: CDE Quality Standards & COL 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 type="checkbox"/> School administrator
	<input type="checkbox"/> District administrator	<input type="checkbox"/> Certificated staff	<input type="checkbox"/> Classified staff
	<input type="checkbox"/> Program director	<input checked="" type="checkbox"/> Site coordinator	<input checked="" type="checkbox"/> Site-level/line staff
	<input type="checkbox"/> Parents/guardians	<input 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:**

Our program was virtual for most of the 2020-2021 school year. It was challenging to assess the quality of our online program. We had low attendance, however, we had 20 to 30 very committed students who would show up daily to our Zoom link for lunch, enrichment, and homework help. We did a great job building community by visiting students at home, connecting with students, and creating fun and engaging activities. We had room for growth in the area of outreaching and connecting with students and families who were disconnected from the program because of COVID 19. We tried to improve in this area by being active members of the COST and Attendance team, pushing into online classes, and helping with in-person distribution on Fridays.

**HOPE**

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

**Respond Below:**

Our program stakeholders hope that when we start back in the fall, our program will not only be in-person, but will be safe, fun, and better than before. We hope that we can foster a culture of fun, academic excellence, and family engagement, and commitment to students' education and overall school experience.

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

**Respond Below:**

We will strategically plan our 2021-2022 ASP schedule to realize all of these "hopes." The more prepared we are the greater our chances are for the program to be successful and fulfill these "hopes." We will actively engage all stakeholders to gain insight into their hopes and expectations of the ASP program. By doing this we will strive to obtain "buy-in" and support from the entire Markham Community.

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

**Respond Below:**

How will enrollment work if Markham is on a hybrid schedule? (A & B cohorts) Will the program have two or more groups on different days? What adjustments will need to be made due to COVID restrictions?

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="https://facilitron.com/client/hschools/1816gm">https://facilitron.com/client/hschools/1816gm</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
Portable H	20	2pm to 6pm 1:30pm to 6pm (WED)	Cafeteria	100	2pm to 6pm 1:30pm to 6pm (WED)
Portable I	20	2pm to 6pm 1:30pm to 6pm (WED)			
Portable J	20	2pm to 6pm 1:30pm to 6pm (WED)			
Portable K	ASP Office	10pm to 6pm			
Portable M	20	2pm to 6pm			
Portable N Bathrooms in New Building Cafeteria	20 100 100	2pm to 6pm 3:00 to 3:30 (Cafeteria)			
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 (IE: 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	N/A	Potential Date		Number of Students	Hours of Use/Room

Name of Event	N/A	Potential Date		Number of Students		Hours of Use/Room Numbers	
Name of Event	N/A	Potential Date		Number of Students		Hours of Use/Room Numbers	
Name of Event	N/A	Potential Date		Number of Students		Hours of Use/Room Numbers	
Name of Event	N/A	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 <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
If "YES, program fees will be charged," please complete the following assurances. Both the Principal and Lead Agency boxes must be initiated.		
Principal	Lead Agency	ASSURANCES
		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.
		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.
		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.).
		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 11432a), or for a child who the program knows is in foster care.
		Our program will provide receipts to parents/guardians for each payment made.
		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.
		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?	
Describe how all fees collected will be used for after-school programming.	



Describe how fees will be communicated to school leaders/school community.	
<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>	
Markham Elementary	
<u>Lead Agency</u>	<u>Date</u>
Bay Area Community Resources	4/12/2021
<u>Name of After School Program</u>	<u>After School Site Coordinator Name (if known at this time)</u>
Markham After School Program	Timothy Killings

After School Safety and Emergency Planning	
<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>	
Indicate all actions that will occur to ensure after school program safety and alignment with school day procedures for emergency preparedness and emergency response:	
<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 (i.e. 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.

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.

## Markham 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)

☐ How many part-time employees?

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

Hrs

☐ Does the program have subcontractors that provide service?

#### 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:**

Street Soccer USA  
Music and Singing  
Latin Dance  
Visual Art  
Homework Support  
Bookhook

Please briefly describe how the program will support distance learning:

During distance learning, staff will have a virtual Afterschool Program from 12:00PM to 4:00PM. The program day schedule will have a lunch, office, enrichment, and homework support components. Four staff will be available to support teachers during the school day for 1 to 2 hours. This will be possible because not all staff will be needed during lunch and enrichment components because the program will have subcontractors.

**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:

After school program will align its schedule with daytime protocols. For instance, if Markham has an A and B cohort schedule where students only come in two days out of the week, our program will have an A and B cohort program model. We will provide small group activities based on the students that come during day. We will adjust to any modifications or guidelines, and align our protocols and procedures with daytime procedures.

**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?

Markham's ASP will be in close communication with the Admin team at Markham to fully be a part of in-person planning. We will meet weekly with the principal to plan how ASP can best support in-person learning. We are currently supporting in-person learning by facilitating drop off and pick up, snack and recess, and hallway monitoring. We will continue to adapt to all

changes. We are dedicated to providing compliant, quality, and safe support and programming.



#### MARKHAM AFTERSCHOOL PROGRAM ENROLLMENT TIMELINE

1. **April 15th thru May 26th-** Families will receive After School applications for Spring Enrollment for 2021-2022 school year. (Applications will be handed out in person, thru email, and by text message.)
2. **May 27th-** Families will be notified of their enrollment in the Markham After School Program.
3. **First Day of School (August 2021)-** ASP will begin on the first day of school if enrollment has reached 75% capacity.
4. **August & September-** Enrollment Applications will be accepted until ASP has reached 100% capacity.
5. **Ongoing-** Waitlist will be maintained for applications submitted after 100% capacity is reached.

# MARKHAM ELEMENTARY SCHOOL BELL SCHEDULE 2019-2020

**Free Breakfast served 8:00-8:30 am EVERY MORNING in cafeteria**

<b>Regular Day</b> Monday, Tuesday, Thursday, Friday	<b>Minimum Day</b> Wednesday
<b>TK/K - 8:30a - 2:20p</b> <b>1st - 2:35p</b> <b>2nd/3rd - 2:40p</b> <b>4th/5th - 2:45p</b>	<b>TK/K - 8:30a - 12:50p</b> <b>1st - 1:10p</b> <b>2nd/3rd - 1:20p</b> <b>4th/5th - 1:30p</b>
<b>8:30 - Line Up Bell</b> <b>8:35 - Class Begins</b>	<b>8:30 - Line Up Bell</b> <b>8:35 - Class Begins</b>
<u><b>Morning Recess</b></u>	<u><b>Morning Recess</b></u>
<b>10:00 - 10:15 TK/K Kindergarten Yard*</b>	<b>10:00 - 10:15 TK/K Kindergarten Yard</b>
<u><b>LOWER YARD</b></u> <b>10:00 - 10:15 1st</b> <b>10:20 - 10:35 2nd &amp; 3rd</b>	<u><b>LOWER YARD</b></u> <b>10:00 - 10:15 1st</b> <b>10:20 - 10:35 2nd &amp; 3rd</b> <b>10:40 - 10:55 4th &amp; 5th</b>
<u><b>LUNCH</b></u> <b>11:00 - 11:30 TK/K/1st</b> <b>11:45 - 12:15 2nd &amp; 3rd</b> <b>12:35 - 1:10 4th &amp; 5th</b>	<u><b>LUNCH</b></u> <b>11:00 - 11:30 TK/K/1st</b> <b>11:45 - 12:15 2nd &amp; 3rd</b> <b>12:45 - 1:10 4th &amp; 5th</b>
<u><b>Afternoon Recess</b></u>	<u><b>No Afternoon Recess</b></u>
<b>1:20 - 1:35 TK/K</b> <b>1:40 - 1:55 1st</b> <b>1:45 - 2:00 2nd &amp; 3rd</b>  <b>2:20 - 2:45 Dismissals</b>	       <b>12:50 - 1:30 Dismissals</b>



Items	Program Title	Description	Staff	Which required CDE component does this activity meet? <i>Use drop down menu</i>	Explain how the activity is meeting CDE requirements. How are you ensuring it is high-quality?
	Street Soccer USA	Students will engage in various soccer activities, such as soccer drills and scrimmages.	Street Soccer USA staff and ASP Line Staff	Physical Activity	Street Soccer allows students to engage in a fun physical activity that encourages team work, skill development, and good sportsmanship. Students are given uniforms and many opportunities to play other schools in tournaments.
	Maker Ed/KIDS CODE	Students complete several weeks of projects that introduce and teach them the basic skills in engineering, programming and coding	ASP Line Staff	Educational Enrichment/Physical Activity	Through a grant students use chrome books to complete small projects that teach about coding and computer programming. Through these lessons and projects students gain a better understanding of coding. Students will problem solve, navigate coding websites on laptops, work in small groups, and complete an independent project of their choice. This program has the possibility to spark the interest of students and inspire them to continue in the field of coding and computer programming.
	BookNook	Students will use computer to complete classroom and small group lessons aimed at increasing their reading levels, fluency, and comprehension.	Afterschool Linestaff	Educational and Literacy Component	BookNook is an online curriculum that focuses on increasing students reading level, fluency, and comprehension. Students work independently and in small groups completing a variety of literacy lessons. BookNook covers a variety of level specific learning targets and is a great resource for literacy improvement and intervention.
	Latin Dance	Students participate and learn about the rich history and dance techniques of various Latin dance forms.	Destiny Arts Staff and ASP Staff	Educational Enrichment/Physical Activity	Students will learn the various forms of Latin Dance. Latin Dance is great physical fitness for students. Students also learn and study the culturally relevant history of Latin Dance as well.
	Singing Class	Students learn various techniques in singing. Students learn to perform culturally and socially relevant songs.	Young Audience Staff and ASP Staff	Educational Enrichment/Physical Activity	Students learn call and response songs that are culturally and socially relevant. Students learn singing techniques, such as breathing, holding notes, body percussion, rhythm, etc. Singing class is a very fun physical activity, that also has many educational components as well.
	Visual Art Class	Visual Art is a class with various lessons and activities where students get to create art that explores and expresses their emotions and feelings.	Young Audience Staff and ASP Staff	Educational Enrichment	Todd Berman will teach a scribbly style of art to represent the world around. Lessons will start w/how artists of any skill level can use abstract drawing to access emotions & how to use emotions to create meaningful art. Students will develop drawing skills so every student can fully express themselves.
	Homework Help	Students will have 1 hour of homework help and independent reading each day. Students will engage in various activities and lessons in Markham's School Garden.	Afterschool Linestaff	Educational Enrichment/Physical Activity	Students receive a hour of homework help from Afterschool staff. This is a great time for students to finish and review what they have learned in the day time. Students can receive one on one help. Homework help is a is pivotal in building community and creating a strong culture and commitment to academic accountability. Students also use this time for 20 to 30 minutes of independent reading.
	Gardening Class	Students will plant seasonal plants, maintain plant beds, water, and even have make dishes and give away produce grown.	ASP Staff Paloma Collier	Educational Enrichment/Physical Activity	The garden class will teach students about the importance of food. Students will participate in hands on activities that teach them about the various aspects of growing plants. The class will have students working together in small groups, planning projects, and problem solving. The garden is also a very nice place to meditate and practice mindfulness in nature.





# 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  
*Communities Schools. Growing 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:

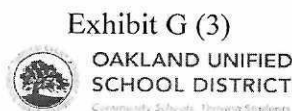
### Paying OUSD Certificated Employees (Teachers)

- ◆ 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.





**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

<b>ET/OT Forms Due to After School Programs Office on the following anticipated dates:</b>	<b>OUSD Anticipated Payroll Issue Dates</b>
September 15, 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**



# CERTIFICATE OF LIABILITY INSURANCE

BAYAREA-10

JRODRIGUEZ

DATE (MM/DD/YYYY)  
7/20/2020

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 # 0K07568 <b>VANTREO Insurance Brokerage</b> 100 Stony Point Rd, Suite 160 Santa Rosa, CA 95401		<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): (707) 546-2300 FAX (A/C, No): (707) 546-2915 E-MAIL ADDRESS:	
<b>INSURED</b>  Bay Area Community Resources, Inc. 171 Carlos Drive San Rafael, CA 94903-2005		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> Philadelphia Indemnity Ins Co	
		<b>INSURER B:</b> State Compensation Insurance Fund - SCIF	
		<b>INSURER C:</b>	
		<b>INSURER D:</b>	
<b>INSURER E:</b>		<b>NAIC #</b>	
<b>INSURER F:</b>			

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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


INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD. INFO	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
<b>A</b>	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> Hired AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		PHPK2151979	7/1/2020	7/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
<b>A</b>	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		PHUB729023	7/1/2020	7/1/2021	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
<b>B</b>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N <input type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below		9233948-2020	7/1/2020	7/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
<b>A</b>	<b>Professional Liabli</b>		PHPK2151979	7/1/2020	7/1/2021	Each Incident \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 \*\*Supersedes previously issued certificate dated prior to 7/20/2020.\*\*

Oakland Unified School District is named as an Additional Insured, per form PI-GLD-HS 10/11 and PI-SO-015 (09/16).

## CERTIFICATE HOLDER

## CANCELLATION

Oakland Unified School District Attn: Risk Management 1000 Broadway, Ste. 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 
--	--

ACORD 25 (2016/03)

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED – SEXUAL OR PHYSICAL ABUSE OR  
MOLESTATION VICARIOUS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

**SEXUAL OR PHYSICAL ABUSE OR MOLESTATION VICARIOUS LIABILITY COVERAGE FORM  
CLAIMS MADE COVERAGE  
SEXUAL OR PHYSICAL ABUSE OR MOLESTATION VICARIOUS LIABILITY COVERAGE FORM  
OCCURRENCE**

**SCHEDULE**

<b>Name of Additional Insured Person(s) or Organization(s):</b>
Oakland Unified School District San Francisco Unified School District West Contra Costa Unified School District
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A. Who Is An Insured**

**SECTION II – WHO IS AN INSURED** is amended to include as an additional insured the person(s) or organization(s) shown in the **SCHEDULE** above, but only with respect to "damages" because of "bodily injury" to which this insurance applies; caused in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf.

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 contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by contract or agreement to provide for such additional insured.

**B. Limits of Insurance**

With respect to the insurance provided 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 CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****GENERAL LIABILITY DELUXE ENDORSEMENT:  
HUMAN SERVICES**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE**

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

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

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

**A. Extended Property Damage**

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

**a. Expected or Intended Injury**

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

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

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

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

**C. Non-Owned Watercraft**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**F. HIPAA**

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

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

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

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

This insurance does not apply to:

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

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

- b. **Criminal Acts**

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

- c. **Other Remedies**

Any remedy other than monetary damages for penalties assessed.

- d. **Compliance Reviews or Audits**

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

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

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

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

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

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

**H. Athletic Activities**

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

**e. Athletic Activities**

To a person injured while taking part in athletics.

**I. Supplementary Payments**

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

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

**J. Employee Indemnification Defense Coverage**

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

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

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

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

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

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

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

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

- a. "Client" means an individual, company or organization with whom you have a written contract or work order for your services for a described premises and have billed for your services.
- b. "Employee" means:
  - (1) Any natural person:
    - (a) While in your service or for 30 days after termination of service;
    - (b) Who you compensate directly by salary, wages or commissions; and
    - (c) Who you have the right to direct and control while performing services for you; or
  - (2) Any natural person who is furnished temporarily to you:
    - (a) To substitute for a permanent "employee" as defined in Paragraph (1) above, who is on leave; or
    - (b) To meet seasonal or short-term workload conditions;
 while that person is subject to your direction and control and performing services for you.
  - (3) "Employee" does not mean:
    - (a) Any agent, broker, person leased to you by a labor leasing firm, factor, commission merchant, consignee, independent contractor or representative of the same general character; or
    - (b) Any "manager," director or trustee except while performing acts coming within the scope of the usual duties of an "employee."
- c. "Manager" means a person serving in a directorial capacity for a limited liability company.

**L. Additional Insureds**

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

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

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

- a. Coverage under this provision is afforded until the end of the policy period.
2. Each of the following is also an insured:
- a. **Medical Directors and Administrators** – Your medical directors and administrators, but only while acting within the scope of and during the course of their duties as such. Such duties do not include the furnishing or failure to furnish professional services of any physician or psychiatrist in the treatment of a patient.
  - b. **Managers and Supervisors** – Your managers and supervisors are also insureds, but only with respect to their duties as your managers and supervisors. Managers and supervisors who are your "employees" are also insureds for "bodily injury" to a co-"employee" while in the course of his or her employment by you or performing duties related to the conduct of your business.  
  
This provision does not change Item 2.a.(1)(a) as it applies to managers of a limited liability company.
  - c. **Broadened Named Insured** – Any organization and subsidiary thereof which you control and actively manage on the effective date of this Coverage Part. However, coverage does not apply to any organization or subsidiary not named in the Declarations as Named Insured, if they are also insured under another similar policy, but for its termination or the exhaustion of its limits of insurance.
  - d. **Funding Source** – Any person or organization with respect to their liability arising out of:
    - (1) Their financial control of you; or
    - (2) Premises they own, maintain or control while you lease or occupy these premises.  
This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.
  - e. **Home Care Providers** – At the first Named Insured's option, any person or organization under your direct supervision and control while providing for you private home respite or foster home care for the developmentally disabled.
  - f. **Managers, Landlords, or Lessors of Premises** – Any person or organization with respect to their liability arising out of the ownership, maintenance or use of that part of the premises leased or rented to you subject to the following additional exclusions:  
  
This insurance does not apply to:
    - (1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or
    - (2) Structural alterations, new construction or demolition operations performed by or on behalf of that person or organization.
  - g. **Lessor of Leased Equipment – Automatic Status When Required in Lease Agreement With You** – Any person or organization from whom you lease equipment when you and such person or organization have agreed in writing in a contract or agreement that such person or organization is to be added as an additional insured on your policy. Such person or

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

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

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

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

- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
  - (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
    - (i) The exceptions contained in Sub-paragraphs (d) or (f); or
    - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
  - (2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing.
  - J. **Franchisor** – Any person or organization with respect to their liability as the grantor of a franchise to you.
  - K. **As Required by Contract** – Any person or organization where required by a written contract executed prior to the occurrence of a loss. Such person or organization is an additional insured for "bodily injury," "property damage" or "personal and advertising injury" but only for liability arising out of the negligence of the named insured. The limits of insurance applicable to these additional insureds are the lesser of the policy limits or those limits specified in a contract or agreement. These limits are included within and not in addition to the limits of insurance shown in the Declarations.
  - I. **Owners, Lessees or Contractors** – Any person or organization, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:
    - (1) Your acts or omissions; or
    - (2) The acts or omissions of those acting on your behalf;
 in the performance of your ongoing operations for the additional insured when required by a contract.
- With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:
- This insurance does not apply to "bodily injury" or "property damage" occurring after:
- (a) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
  - (b) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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

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

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

**a.** is amended to include:

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

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

**b.** is amended to include:

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

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

**N. Unintentional Failure To Disclose Hazards**

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

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

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

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

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

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

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

**P. Liberalization**

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

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

**Q. Bodily Injury – Mental Anguish**

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

"Bodily injury" means:

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

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

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

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

- b. Malicious prosecution or abuse of process;

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

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

- a. Done intentionally by or at the direction of, or with the knowledge or consent of:
  - (1) Any insured; or
  - (2) Any executive officer, director, stockholder, partner or member of the insured;
- b. Directly or indirectly related to the employment, former or prospective employment, termination of employment, or application for employment of any person or persons by an insured;



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

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

Exhibit I

Statement of Qualifications

**INSERT HERE**

## BACR TODAY

### MISSION

The mission of Bay Area Community Resources (BACR) is to promote the healthy development of individuals, families, and communities. There are three core components to our mission:

- I. Provide direct services to promote healthy development;
- II. Encourage volunteers to provide service to their community; and
- III. Build and strengthen all of the communities we serve, so that community members and institutions can effect change.

#### *I. DIRECT SERVICES*

BACR direct services are organized into program industry groups, which have a similar focus and common participant outcomes. These programs serve youth and adults in seven Bay Area counties and numerous communities and (K-12) schools. Direct services are delivered in each of the following program groups:

##### AFTER-SCHOOL

Our after school programs offer safe and enriching after school opportunities to young people where they can learn to be productive, build positive adult and peer relationships, and participate in meaningful academic and enrichment activities. BACR provides these programs at more than 100 schools in the Bay Area.

##### BEHAVIORAL HEALTH ADVOCACY, PREVENTION, & TREATMENT

BACR provides direct services to individuals and families needing support to overcome mental health or substance use problems. Alcohol and Drug, Tobacco, and Mental Health programs deliver prevention and treatment services to youth and adults having a broad spectrum of needs, ranging from the need for basic information to treatment for chronic alcoholism and drug recovery. Specifically, BACR offers school-based counseling and education, community-based centralized assessment and referral to treatment, family therapy, DUI programs, and tobacco education and cessation. Our environmental prevention services aim to change community norms about alcohol, drugs, and tobacco use by advocating for private or public policy adoption.

##### HEALTHY COMMUNITIES

In this industry, school- and community-based health centers serve as hubs of integrated, coordinated services and programs where youth and families can find support, resources, and community. Examples of our hubs include First 5 Centers, Healthy Start programs, high school health centers, community schools, and other family resources and early childhood programs. BACR strives to create vibrant, accessible, inclusive hubs that are safe, open, and nurturing places for participants to belong and call home.

##### NATIONAL SERVICE

Giving back is vital to healthy development. Through BACR's National Service program, participants achieve personal benefits by having opportunities to contribute to community improvement. Youth benefit as well through a variety of academic and youth development services delivered by BACR's AmeriCorps members. AmeriCorps members are placed at more than 70 local schools and programs where these services are provided.

##### WORKFORCE & EDUCATION (formerly Youth Workforce)

Our workforce model ensures that youth have access to five interventions, which are 1) Academic support, 2) Workforce skill building and employment, 3) Civic engagement, 4) Connection to support services, and 5) Meaningful participation in youth development activities. Our participants are resilient, facing multiple barriers that prevent them from accessing opportunities that would allow them to transition into adulthood successfully, healthy, self-sufficient, and free from the justice system. To ensure that services are accessible, our projects and outreach activities are delivered in a range of school- and community-based settings.

#### *II. ENCOURAGE VOLUNTEERS TO PROVIDE SERVICE TO THEIR COMMUNITY*

171 Carlos Drive

San Rafael, CA 94903  
www.bacr.org

415-444-5580

All programs in the BACR family encourage "giving back" to the local communities. We organize community service projects conducted by volunteers, many of whom have been service recipients, who commit to a weekend – or sometimes commit to a year – to mentor or tutor a young person. These projects result in a positive and meaningful experience for thousands of volunteers, as well as build on their skills and commitment to civic responsibility. At the same time, they are making a positive difference in the lives of individuals and in their community.

### **III. BUILD AND STRENGTHEN ALL OF THE COMMUNITIES WE SERVE SO THAT COMMUNITY MEMBERS AND INSTITUTIONS CAN AFFECT CHANGE.**

Building community in all we do is part of the BACR way. Each program sees itself as part of the community and seeks out community partners with whom to collaborate. Our staff represent the agency on numerous coalitions sharing a common vision of community empowerment and capacity building.

### **ORGANIZATIONAL STRUCTURE AND STAFFING**

The Board of Directors is the legal entity responsible for the operation of the agency. It develops agency policy, mission, and goals, and ensures that adequate resources are available to carry out such goals.

BACR is led by a Chief Executive Officer, Chief Operating Officer, Chief Financial Officer, and a program-based team of Project Directors. BACR has approximately 1,300 full- and part-time staff members and AmeriCorps members.

The agency's FY 2019-20 budget is approximately \$45 million including in-kind services. Major funding sources include government, corporate and foundation grants, and school contracts.

### **SUMMARY OF FY 2019-20 PROJECT SERVICES**

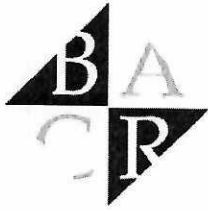
We will deliver 1,046,579 staff hours and 335,698 volunteer hours directly serving 32,451 students/ individuals and their families. Twenty-four percent (24%) of all services will be supported by volunteers, interns, or AmeriCorps members. The service distribution is as follows:

	Number Served	Staff	Volunteers	Volunteer Hours
<i>After School</i>	15,867	749,000	414	518
<i>Alcohol and Drug</i>	2,728	56,410	31	102
<i>Mental Health</i>	3,345	114,784	64	37
<i>Public Health Advocacy &amp; Policy</i>	121	15,402	9	35
<i>National Service</i>	6,510	22,403	12	3,204
<i>Workforce &amp; Education</i>	565	44,400	24	100
<i>Healthy Communities</i>	3,115	44,580	25	1,160
<b>Grand Totals</b>	<b>32,451</b>	<b>1,046,579</b>	<b>579</b>	<b>5,156</b>

171 Carlos Drive

San Rafael, CA 94903  
www.bacr.org

415-444-5580



Bay Area Community Resources

***Administrative Office***

171 Carlos Drive  
San Rafael  
California 94903-2005

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

**Martin Weinstein**  
CEO

**Mary Jo Williams**  
COO

**Board of Directors**

**Lissa Franklin**  
President

Bryan Breckenridge  
Bud Travers  
Monica Vaughan  
Moses Omolade  
Nancy McEvers Anderson  
Robert Davisson  
Rob Ness  
Sinclair Wu

March 26, 2021

To Whom It May Concern:

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

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

Sincerely,

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



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

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

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

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

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

OAKLAND UNIFIED SCHOOL DISTRICT

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

---

Secretary, Board of Education

AGENCY

---

EMPLOYEE

---

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

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

ENTITY	Bay Area Community Resources, Inc.	Status: Active
DUNS: 102947132	+4:	CAGE Code: 3VGW8 DoDAAC:
Expiration Date: 03/18/2022	Has Active Exclusion?: No	Debt Subject to Offset?: No
Address: 171 Carlos Dr		
City: San Rafael	State/Province: CALIFORNIA	
ZIP Code: 94903-2005	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	Bay Area Community Resources			Agency's Contact Person	Mary Jo Williams
Street Address	171 Carlos Drive			Title	Chief Operating Officer
City	San Rafael			Telephone	(510) 559-3060
State	CA	Zip Code	94903	Email	mjwilliams@bacr.org
OUSD Vendor Number	000624				

### 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.<br>( <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	117697.00
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### Budget Information

Resource #	Resource Name	Budget #	Amount	Req. #
6010	ASES	010-6010-0-1110-4000-5825-138-1380-1553-0106-99999	\$ 111269.00	21/22 Funds
6011	ASES Kids Code	010-6011-0-1110-2490-5825-922-9220-1553-0106-99999	\$ 6428.00	21/22 Funds
			\$	21/22 Funds
			\$	21/22 Funds

### OUSD Contract Originator Information

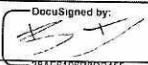
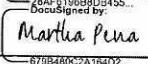
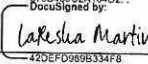
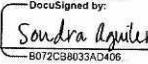
Name of OUSD Contact	Byron DeIcomb	Email	byron.deIcomb@ousd.org		
Telephone	510-879-2138	Fax			
Site/Dept. Name	Markham Elementary School	Enrollment Grades	K	through	5

### 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>2BAF8190B8D3455...</small>		5/25/2021
2. Resource Manager	<small>DocuSigned by:</small>  <small>678B480C2A16202...</small>		5/26/2021
3. Network Superintendent/Deputy Chief/Exec Dir.	<small>DocuSigned by:</small>  <small>42DEF068B334F8...</small>		5/27/2021
4. Cabinet (CAO, SBO, CFO)	<small>DocuSigned by:</small>  <small>8072C98033AD406...</small>		5/27/2021
5. Board of Education or Superintendent			
Procurement	Date Received		

Rev. 5/2018

**THIS FORM IS NOT A CONTRACT**