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Enactment Date	6-8-2022 CJH

Board Cover Memorandum

To Board of Education

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

Meeting Date June 8, 2022

Subject Amendment to Memorandum of Understanding 2021-2022 Agreement with Oakland Kids First

Ask of the Board Approve Amendment to Memorandum of Understanding 2021-2022 with Oakland Kids First
 Ratify Amendment to [Type] Agreement with [Vendor]

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

Vendor will increase after school staff compensation and will fund additional training for staff. Vendor will also fund additional hours for academic mentor and will increase the number of internship youth stipends available to students in the after school program at Castlemont High School.

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

Not-To-Exceed Amount \$301,139.00

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 4124 - 21st Century High School After School Safety and Enrichment for Teens (ASSETS) Grant in the amount of \$283,459.00; Resource 2600 – Expanded Learning Opportunities Program in the amount of \$17,680.00

Attachment(s)

- Amendment No. 1, Memorandum of Understanding 2021-2022
- Revised Budget
- Original Memorandum of Understanding, Enactment No. 21-1222

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 **(Oakland Kids First)**

- The Parties entered into the Original Agreement on the below date:

Enactment Date **(June 30, 2021)**

- The Enactment Number of the Original Agreement is below:

Enactment No. **(21-1222)**

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 will fund additional training for staff. Vendor will also fund additional hours for academic mentor and will increase the number of internship youth stipends available to students in the after school program at Castlemont High School, including offering 30 internship**

positions for students to work with elementary school students as part of the Oakland Athletic League Future Sports Academy.))

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:
\$ **92,161.00**).
 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
\$ **301,139.00**).
4. **COVID-19**: To the extent that the Agreement did not contain the following guarantees, by signing this Amendment, **VENDOR** agrees that:
- a. Through its execution of this Amendment, **VENDOR** declares that it is able to meet its obligations and perform the Services required pursuant to this Amendment in accordance with any shelter-in-place (or similar) order or curfew (or similar) order (“Orders”) issued by local or state authorities and with any social distancing/hygiene (or similar) requirements.
 - b. **VENDOR** agrees to notify OUSD within twelve (12) hours if **VENDOR** or any employee, subcontractor, agent, or representative of **VENDOR** tests positive for COVID-19, shows or reports symptoms consistent

- with COVID-19, or reports to VENDOR possible COVID-19 exposure.
- c. VENDOR agrees to immediately adhere to and follow any OUSD directives regards health and safety protocols including, but not limited to, providing OUSD with information regarding possible exposure of OUSD employees to VENDOR or any employee, subcontractor, agent, or representative of VENDOR and information necessary to perform contact tracing, as well as complying with any OUSD testing and vaccination requirements.
 - d. VENDOR shall bear all costs of compliance with this Paragraph.
5. **Remaining Provisions:** All other provisions of the (Amended) Agreement remain unchanged and in full force and effect as originally stated.
6. **Amendment Publicly Posted.** This Amendment, its contents, and all incorporated documents are public documents and will be made available by OUSD to the public online via the Internet.
7. **Signature Authority.**
- a. Each PARTY has the full power and authority to enter into and perform this Amendment, and the person(s) signing this Amendment on behalf of each PARTY has been given the proper authority and empowered to enter into this Amendment.
 - b. Notwithstanding subparagraph (a), only the Superintendent, Chiefs, Deputy Chiefs, and the General Counsel has authority to sign contracts for OUSD and only under limited circumstances, which required ratification by the OUSD Governing Board. VENDOR agrees not to accept the signature of another other OUSD employee as having the proper authority and empowered to enter into this Amendment or as legally binding in any way.
8. **Amendment Contingent on Governing Board Approval.** OUSD shall not be bound by the terms of this Amendment unless and until it has been (i) formally approved by OUSD's Governing Board or (ii) validly and properly executed by the OUSD Superintendent, the General Counsel, or a Chief or Deputy Chief authorized by the Education Code or Board Policy, and no payment shall be owed or made to VENDOR absent such formal approval or valid and proper execution.

REST OF PAGE IS INTENTIONALLY LEFT BLANK

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

VENDOR

Name: Lukas Brekke-Miesner

Signature: DocuSigned by:
Lukas Brekke-Miesner - E.D.

Position: Executive Director

Date: 5/2/2022

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: DocuSigned by:
Sondra Aguilera

Position: Chief Academic Officer

Date: 5/3/2022

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

Name: Kyla Johnson-Trammell

Signature: 

Position: Secretary, Board of Education

Date: 6-9-2022

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

2021-22 AFTER SCHOOL BUDGET PLANNING SPREADSHEET

Site Name:	Castlemont High		21CCLC Core		ELO-P	Other Lead Agency Funds
Site #:	301	%	Resource 4214, OUSD	%	Resource _____,	Lead Agency
Average # of students to be served	138.89		Lead Agency			
TOTAL GRANT AWARD			254,500.00		\$17,680.00	152091
OUSD Indirect (5.00%)			12,119.05			
OUSD ASPO admin, evaluation, and Custodial Staffing and Supplies at 3.20/21 Carryover			15,856.70 7,928.35 73491			
TOTAL SITE ALLOCATION			292,086.91		\$17,680.00	
1120	Quality Support Coach/Career Path					
1120	Certificated Teacher Extended Cont					
1120	Certificated Teacher - Credit Recove		2310			
1120	Certificated Teacher - Credit Recove		2310			
1120	Career Pathway Certificated Teache					
1120	Certificated Teacher - Tutoring		2310			
	Total certificated		6930		0	0
2220	SSO					
	Total classified		0	0	0	0
3000's	Employee Benefits for Certificated T		1697.85		0	
3000's	Employee Benefits for Classified Sta		0		0	
3000's	Employee Benefits for Salaried Emp					
3000's	Lead Agency benefits (rate: 21 %)			30653		
	Total benefits		1697.85	30653	0	0
4310	Supplies (OUSD only, except for Sur					9800
4310	Curriculum (OUSD only)					0

5829	Field Trips			898			500
4420	Computers (OUSD only)						0
	District professional development c			1500			500
	Total books and supplies		0	2398	0	0	10800
5825	Site Coordinator (list here if CBO sta			47250			15750
5825	Family Liaison			4750			
5825	After School Program Assistant, Ale			43393			8607
5825	Agency Director, Sabaa Shoraka			32800			8200
5825	Academic Mentor for 9th graders						
5825	Youth Internship Stipends			68320			50000
5825	Academic Mentor (2- TBD)			7600			5016
5825	Culinary Arts Facilitator, Grace John			4536			
5825	Culture Keeper, Rickey Bartley			6757			4536
5825	REAL HARD Coordintator, Hadiyah C			8753			
5825	Enrichment Facilitator			1120			24120
5825	Enrichment Facilitator			4160			
5825	Subcontractors (List specific agency			15000			
5825							
	Total services		0	244,439.00	0	0	116229
							0
	Total value of in-kind direct services						0
							0
	Lead Agency admin (4% max of total			5969.06		\$680.00	12643
	Subtotals DIRECT SERVICE	88.39	12,433.46	277,490.00	0	0	139448
	Subtotals Admin/Indirect	11.61	32,098.49	5969.06	0	\$680.00	12643
	Total budgeted per column		44,531.94	283,459.06		0	\$680.00
	Total BUDGETED	100.00		327,991.00	0	\$680.00	152091
	BALANCE remaining to allocate			0.00		\$17,000.00	
	TOTAL GRANT AWARD/ALLOCATION			327,991.00		\$17,680.00	

Required Signatures for Budge

Board Office Use: Legislative File Info.	
File ID Number	21-1318
Introduction Date	6/30/21
Enactment Number	21-1222
Enactment Date	6/30/2021 er



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

Board Cover Memorandum

To Board of Education

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

Meeting Date June 30, 2021

Subject Memorandum of Understanding 2021-2022 – Oakland Kids First - After School Program – Castlemont High School

Ask of the Board Approval by the Board of Education of Memorandum of Understanding 2021-2022 between the District and Oakland Kids First, Oakland, CA, for the latter to serve as lead agency for program coordination, math intervention, homework support, student supervision and a variety of enrichment services, as described in the MOU, for Castlemont High School’s comprehensive After School Program, for the period of July 1, 2021 through June 30, 2022, in an amount not to exceed \$208,978.00.

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

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

Fiscal Impact 21st Century High School After School Safety and Enrichment for Teens (ASSETS) Grant/Resource 4124 in the amount of \$208,978.00

Attachment(s)

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

**After School Template for High School
Memorandum of Understanding 2021-2022
Between Oakland Unified School District and
Oakland Kids First**

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 **Oakland Kids First** ("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 **301 Castlemont High School** under the following grants:

- California Department of Education ("CDE") 21st Century High School ASSETS Program ("ASSETS Core Grant")
- California Department of Education ("CDE") 21st Century Direct Access Grant ("Direct Access")

2. **Term of MOU.** The term of this MOU shall be July 1, 2021 through June 30, 2022. The term may be extended by written agreement of both parties.

3. **Termination by OUSD.** OUSD may at any time terminate this MOU for any or no reason upon not less than five (5) days written notice to AGENCY. OUSD shall compensate AGENCY for services satisfactorily provided through the date of termination. In addition, OUSD may terminate this MOU for cause should AGENCY fail to perform any part of this MOU. In the event of termination for cause, OUSD may secure the required services from another contractor. If OUSD's cost of procuring services from another contractor exceeds the cost of providing the services pursuant to this MOU, AGENCY shall pay the additional cost.

a) No Premature Termination by AGENCY. AGENCY hereby certifies that it is willing and able to provide required services for the full term of the MOU. AGENCY will not be permitted to unilaterally terminate the MOU or cease providing required services prior to completing the full term unless OUSD approves any change and/or unless OUSD deems immediate removal of AGENCY is necessary for cause. In the event AGENCY ceases to provide required services prior to the end of the MOU term, or is terminated for cause, OUSD may secure the required services from another contractor. If OUSD's cost of procuring services from another contractor exceeds the cost of providing the services pursuant to this MOU, or OUSD is unable to secure required services from another contractor, AGENCY shall pay any additional cost. If OUSD suffers any loss of funding or other program consequences attributable to AGENCY's premature termination, AGENCY shall pay any additional cost in addition to any damages otherwise due under this MOU.

b) Advance Notice by AGENCY for Coming School Year. AGENCY must provide advance notice to Principal and OUSD After School Programs Office by the end of the first semester if AGENCY cannot continue providing after school lead agency services for the succeeding school year. This date allows the school site to have sufficient time to find a new lead agency partner, and enables OUSD to work to preserve after school grant funding (including OFCY city funding) for the school.

4. **Compensation. Contingent on OUSD receipt of The 21st Century ASSETS Core Grant, and Direct Access grant award amount for **Oakland Kids First** is **\$ 208978.00**.** Contingent on 21st CCLC funding, AGENCY shall be entitled to compensation from these funds in accordance with the following terms and conditions:

4.1. **Total Compensation.** Subject to the provisions of 4.2 Positive Attendance and the provisions of 4.3 Administrative Fee **and subject to AGENCY compliance with MOU requirements**, AGENCY shall receive the amount of the grant award less OUSD's administrative fees and other site costs agreed to by the Site Administrator and AGENCY. **Penalties may be assessed or payments**

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

4.2. **Positive Attendance.** Payment for services rendered related to the ASSETS Core Grant shall be based on actual student attendance rates (\$10.00 a day per student), not estimates, as those programs are “positive attendance based.” OUSD reserves the right to modify the annual core allocation based on reported attendance. In the event that payments made to AGENCY exceed the reported attendance for the Core grant, the AGENCY will return payments to OUSD at the rate of \$10.00 a day per student. Documentation of attendance must be submitted through the OUSD/OFCY attendance systems in order for invoices for payment of services for the ASSETS Core Grant to be processed. (**Exhibit A** - Attendance Reporting Schedule 2021-2022”). In the event that the school site at which AGENCY has agreed to provide programming is closed for any emergency reason (including but not limited to reasons related to COVID-19), and AGENCY provides programming remotely pursuant to Section 5.4.5 of this Agreement, AGENCY shall calculate attendance based on student participation in AGENCY’s remote programming.

4.2.1. **Reconciliation Process for Positive Attendance Based Grant Funds.** OUSD will adjust the payment of the “positive attendance based” grants based on quarterly review of monthly invoices and attendance for services rendered related to the ASSETS Core Grant for any adjustments resulting from the reconciliation of the attendance reports for that quarter’s months. The attendance reconciliation process will assess the program’s performance with respect to the required compliance with the grant mandated attendance rates. Based on the review, financial adjustments of additional payment or additional withholding will be made. Any remaining balance(s) will be forwarded to AGENCY or OUSD. Any adjustment required in excess of the withholding will necessitate additional adjustments to future invoices and payments.

4.2.2. **Administrative Charges and Reconciliation.** Reconciliation process for positive attendance based grants must factor in the subtraction of administrative and other OUSD central charges, as outlined in section 4.3, from any grant amounts earned through attendance (OUSD indirect, custodial, evaluation, and After School Programs Office administrative and training/technical assistance fees).

4.3. **OUSD Administrative Fees.** OUSD shall charge and withhold up to 14% from the overall 21st Century ASSETS Core Grant, Family Literacy grant, and Direct Access grant for central indirect, administrative, custodial, evaluation, and direct service training and technical assistance costs.

4.4. **AGENCY Administrative Fees.** AGENCY understands and agrees that it may not charge more than 4% of the total contract amount as administrative fees and that its administrative fees must be set at an appropriate dollar amount to keep the 21st Century ASSETS Core Grant, Family Literacy grant, and Direct Access grant within the grant-mandated allowable 15% for total indirect/administrative costs. The agency administrative fees charged to the 21st Century ASSETS Core Grant, Family Literacy grant, and Direct Access grant must be used for direct administrative costs and cannot be used for agency indirect costs. Direct administrative costs consist of expenditures for administrative activities that provide a direct benefit to the 21st Century ASSETS program. Indirect costs consist of expenditures for administrative activities that are necessary for the general operation of the agency, but that cannot be tied to the 21st Century ASSETS program.

4.5. **Program Budget.** The grant will remain as part of the site budget. Funds will be encumbered from the site budget on behalf of AGENCY for the school year 2021-2022 and will not exceed \$ **208978.00** in accordance with **Exhibit B** (“21st CCLC After School Program Plan” and “After School Budget Planning Spreadsheet”).

4.6. **Modifications to Budget.** Any modifications to the approved grant budget must be approved by OUSD, AGENCY, and CDE before expenditures of funds for modified line items are authorized. Except as expressly set forth herein, OUSD shall not be liable to AGENCY for any costs or expenses paid or incurred by AGENCY in performing services for OUSD. The granting of any payment by OUSD, or the receipt thereof by AGENCY, shall in no way lessen the liability of AGENCY to correct

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

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

5. **Scope of Work.** AGENCY will serve as lead agency at **301 Castlemont High School**, will be responsible for operations and management of the 21st Century ASSETS Core Grant, Family Literacy grant, and Direct Access grant contracted to AGENCY by OUSD for fiscal year 2021-2022. This shall include the following required activities:

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

5.1.1. **Alignment with Single Plan for Student Achievement ("Site Plan").** AGENCY will ensure the after school program aligns with OUSD and **301 Castlemont High School** objectives to ensure the success of students as articulated in the Site Plan. AGENCY will work in partnership with the school principal to ensure that the program components are aligned with and complement OUSD standards and school site curriculum.

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

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

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

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

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

5.3. **Enrollment.** AGENCY will enroll 9th through 12th grade students at **301 Castlemont High School** to serve sufficient number of students and run services for a sufficient number of days to earn the full core grant allocation of funding.

5.4. Program Requirements

5.4.1. **Program Hours.** Consistent with the 21st Century ASSETS program requirements, AGENCY agrees to operate a minimum of 15 hours per week. This may include after school only OR after school and any combination of before school, weekends, summer intersession and vacation.

5.4.2. **Program Days.** AGENCY shall offer a program for a minimum of 177-180 days during the 2021 – 2022 school year.

5.4.2.1. **Attendance Targets.** AGENCY will operate the program for a sufficient number of days during the 2021 – 2022 school year to ensure that student attendance targets are met. This can include Summer Session.

5.4.2.2. **Program Closure.** AGENCY will close the ASSETS program no more than a maximum of 3 days in any calendar year for staff professional development, as permitted by Education Code.

5.4.3. Program Components

5.4.3.1. AGENCY shall provide programming that supports the guidelines as outlined in the ASSETS Core Grant for students at **301 Castlemont High School**. AGENCY understands that the ASSETS program has three required elements that must be offered in every funded program: academic assistance, enrichment, and family literacy services. AGENCY understands that the academic and enrichment elements must provide additional support for pupils and be coordinated with the regular academic program requirements, standards-aligned curriculum and instructional materials, and assessments of pupil progress. AGENCY agrees to provide programming consistent with grant guidelines understanding that:

5.4.3.1.1. **Academic Assistance.** ASSETS programs will include tutoring, homework assistance, and Credit Recovery in their academic assistance element. The assistance will be aligned with the regular academic programs of the students and will assist them in meeting state and local academic achievement standards in core academic subjects, such as reading, mathematics, and science.

5.4.3.1.2. **Enrichment.** Each ASSETS program will provide an enrichment element that offers participating students a broad array of additional services, programs, and activities designed to reinforce and complement the regular academic program. Services will be actively coordinated with the students' regular high school day program. It is strongly encouraged that programs include an Internship Program to develop Career Skills. In particular, the enrichment element activities must be developed in alignment with appropriate California content standards and standards-aligned instructional materials, related California curriculum frameworks, and other research-based practices.

5.4.3.1.3. **Family Literacy Services.** AGENCY shall assess the need for family literacy services among adult family members of the high school students to be served by the program. All programs will, at a minimum, either refer families to existing services or

coordinate with local service providers to deliver literacy and educational development services.

- 5.4.3.2. Supplemental and Summer Services. In all programs receiving 21st CCLC Supplemental grant funds or private funding for summer, AGENCY will provide educational and enrichment programming in the summer, on weekends, and/or during intercessions. A broad range of activities may be implemented based on local student needs and interests, and district guidelines for summer programming. Supplemental and summer services may be added under this MOU. If summer services will be added, a separate MOU amendment will reflect the summer scope, summer budget and any changes in location as to summer services to be provided.
- 5.4.3.3. Equitable Access Programming. AGENCY shall include a component for students at **301 Castlemont High School** to support full access to program components.
- 5.4.3.4. Family Literacy Programming. AGENCY shall offer a component for guardians, parents, and caretakers of students at **301 Castlemont High School** which includes parent workshop and training on a variety of topics including supporting youth academically, college and career readiness, and adult literacy development.
- 5.4.3.5. Super Snack/Snacks/Supper/Beverages: AGENCY shall meet Federal and State meal and snack requirements and all meals and snacks must be provided by OUSD Nutrition Services department. Nutrition Services shall:
- 5.4.3.5.1. Provide meals and beverages that meet State and Federal standards;
 - 5.4.3.5.2. Provide the number of meals and beverages requested by AGENCY unless/until Nutrition Services determines that AGENCY's participation is lower than the super snack/snack/meal/beverage count provided by the AGENCY, in which case, the number will be adjusted;
 - 5.4.3.5.3. Provide all supplies including utensils, napkins, forks, required;
 - 5.4.3.5.4. Support compliance by AGENCY with required State and Federal administrative requirements;
 - 5.4.3.5.5. Provide annual training to AGENCY.
- 5.4.3.6. Each AGENCY participating in the Nutrition Services snack/meal/beverage program shall:
- 5.4.3.6.1. Attend annual training. In the event that the person responsible for super snack or snack distribution changes, AGENCY will make arrangements with Nutrition Services for training of new employees or representative of the AGENCY;
 - 5.4.3.6.2. Complete After School Super Snack, Snack and Supper Menu Production Worksheets (MPW) on a daily basis;
 - 5.4.3.6.3. Ensure snack and supper count is accurate;
 - 5.4.3.6.4. Submit completed MPW to cafeteria staff by the next business day;
 - 5.4.3.6.5. Return leftovers to cafeteria;
 - 5.4.3.6.6. Ensure that only students are served and receive food from the program;
 - 5.4.3.6.7. Ensure that meals are not removed from campus
 - 5.4.3.6.8. Immediately report to OUSD Site Coordinator and Nutrition Services any concerns related to food safety or food contamination

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

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

5.4.3.7.2. Super Snacks or Snacks are ordered and not picked up

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

5.4.3.8.1. Super Snack: \$3.65

5.4.3.8.2. Snack: \$1.00

5.4.3.8.3. Supper: \$3.65

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

5.4.3.10. In accordance with guidance provided by the California Department of Education, in the event that the school site at which AGENCY has agreed to provide programming is closed for any emergency reason (including but not limited to reasons related to COVID-19), OUSD may fulfill its above-described obligations to provide after-school meals, snacks, and/or beverages through a "grab-and-go" meal distribution program, in which case AGENCY shall not be responsible for distributing after-school meals, snacks, and/or beverages.

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

5.4.5. **Provision of Services During COVID-19 Pandemic.** AGENCY shall perform all services in accordance with any COVID-19-related federal, state, and/or local orders, and shall immediately follow all OUSD directives regarding health and safety protocols. In the event that the school site at which AGENCY has agreed to provide programming is closed for any emergency reason (including but not limited to reasons related to COVID-19), AGENCY shall provide programming remotely, rather than in-person at the school site.

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

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

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

5.5.2. **Attendance Reports.** Providing OUSD with attendance reports using the OUSD/OFCY attendance systems and maintaining required attendance records utilizing the OUSD/OFCY attendance systems, including completion of mandatory monthly reports. Original written documentation of all daily attendance records, including all daily sign in/out sheets, will be maintained by AGENCY for 5 years for auditing purposes.

5.5.3. **Use of Enrollment Packet.** AGENCY will use OUSD After School Program Parent Permission and Student Information enrollment packet, including early release waiver, for all after school participants. (**Exhibit C**) AGENCY will seek approval from the OUSD After School Programs Office for any modifications to the OUSD enrollment packet, in advance of distribution.

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

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

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

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

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

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

- Administration, faculty, and staff of **301 Castlemont High School**
- OUSD After School Programs Office
- OUSD central administration departments
- Parents/Guardians
- Youth
- Community organizations and public agencies

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

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

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

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

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

- AGENCY hereby certifies that after school and any summer program staff and/or subcontractors will comply with the following procedures for all field trips, off site events and off site activities:

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

6.1.1. a full description of the trip and scheduled activities

6.1.2. student/adult participant health information

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

6.2. After school and summer program staff or subcontractors leading trip must have a written list of students attending trip.

6.3. No student shall be prevented from making a trip due to lack of sufficient funds.

6.4. After school and summer program staff or subcontractors leading trip shall have a sufficient first aid kit in his or her possession or immediately available. If the trip is conducted in areas known to be infested with poisonous snakes, this first aid kit shall contain medically accepted snakebite remedies.

6.5. **Health Conditions/Medication:** Trip participant health information will be gathered and reviewed in advance of trip and any needed revisions to supervision plan made, including making sure that chaperones understand relevant information (e.g., food allergies). A plan will be developed to collect, secure, and dispense prescription medications from their original containers only and consistent with physician's instructions.

6.6. **Supervision**

6.6.1. AGENCY Executive Director must review and approve supervision plan.

6.6.2. Trip as structured is appropriate to age, grade level and course of study.

6.6.3. Chaperones are all AGENCY employees or subcontractors, parent(s)/guardian(s), or other authorized chaperones and are 21 or older. After School and Summer Program Coordinators and lead trip staff are satisfied that all chaperones are willing and able to perform required 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; (I) students receive instruction in safe conduct on bus or other transport; and, (J) drivers shall receive safety and emergency instructions and information which shall be kept in their vehicle, including health and emergency information for each student riding in his/her vehicle.
- 6.8. AGENCY must have reasonable confirmation that all organizations involved in the trip have demonstrated expertise and exhibit reasonably safe and reputable operating procedures and business practices appropriate to student trips.
- 6.9. Vendor is licensed to provide all proposed activities.
- 6.10. All after school program student participants on field trips, off site events or activities must be covered by medical or accident insurance. (See Incident and Injury Reporting and Accident Insurance above.)
- 6.11. **ADDITIONAL REQUIREMENTS FOR HIGH RISK, OVERNIGHT, OUT OF STATE TRIPS:**
- 6.11.1. Definition of High Risk Activities
- 6.11.1.1. Because of concerns about the risk to student safety, the after school program coordinator shall not permit the following activities on campus or during AGENCY sponsored after school or summer program trips, events and activities unless the activity is properly supervised, students wear protective gear as appropriate, and each participant has medical or accident insurance coverage:
- Amusement Parks

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

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

6.12.3. Swimming Activities

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

- 6.14. In the event that a field trip cannot proceed as planned for any reason (including but not limited to the closure of the field trip destination in response to COVID-19), AGENCY shall provide alternative programming to students (including remote programming, in the event that the school site at which AGENCY has agreed to provide programming is closed).
7. **Financial Records.** AGENCY agrees and understands that OUSD is responsible for fiduciary and programmatic oversight for the expenditure of 21st Century ASSETS Core Grant, Direct Access, and Family Literacy grant funds contracted to AGENCY by OUSD for fiscal year 2021-2022. AGENCY will function as a sub recipient of funding and as such will follow all required fiscal guidelines and meet outlined standards as referenced in applicable Federal and State sub recipient guidelines for the federal 21st Century Community Learning Centers grant program, CFDA Number 84.287, awarded by the Office of Elementary and Secondary Education Academic Improvement and Teacher Quality Programs office. Sub recipients that receive over \$500,000 of federal funds are required to undergo an annual audit and to communicate findings to OUSD, as requested. AGENCY will ensure that all contracted funds of this MOU are expended as per grant guidelines.
- 7.1. **Accounting Records.** AGENCY will maintain its accounting records based upon the principles of fund accounting.
- 7.2. **Disputes.** AGENCY shall make all records related to 21st Century ASSETS and Direct Access grants available to OUSD for review. OUSD and AGENCY shall meet and confer regarding any disputes as to the amount of actual expenses before taking any action to collect funds.
8. **Invoicing**
- 8.1. **Billing Structure.** AGENCY shall only invoice for actual expenditures incurred. Supporting documentation must be presented along with monthly invoices upon request. Billing details must be provided upon request to OUSD to ensure compliance with related sub recipient and grant guidelines.
- 8.2. **Unallowable Expenses.** AGENCY may not purchase computers or capital equipment using 21st Century Core Grant, Direct Access, or Family Literacy grant funds.
- 8.3. **Invoice Requirements.** AGENCY will submit invoices with evidence of the following staff qualifications for each AGENCY employee and AGENCY agent, including employees of subcontracting agencies and volunteers: TB Clearance, current CA Department of Justice and FBI fingerprint clearance, and Instructional Aide requirement. AGENCY will utilize the required OUSD invoicing and staff qualifications form (**Exhibit F**) for regular invoice submission.
- 8.4. **Submission of Invoices.** AGENCY must submit invoices to OUSD on a timely and regular basis for services rendered. OUSD will not accept invoices submitted more than thirty days beyond the end of each fiscal quarter. No invoices will be accepted more than 30 days past the end of June 30 of the contractual fiscal year. AGENCY must also submit invoices according to specific invoicing deadlines as outlined by OUSD to ensure timely processing. (**Exhibit G**)
- 8.5. **Submission of Invoices for ASEP and 21st Century Grants.** For services rendered related to the 21st Century ASSETS grants, OUSD shall pay AGENCY, on a monthly basis, for appropriately documented expenses related to the 21st Century ASSETS grants, with a cumulative total for 2021-21 not to exceed \$ 208978.00 in accordance with the attached Exhibits to this Memorandum. Invoices for payment of services shall be submitted by the 10th of each month to the OUSD After School Programs Office, utilizing the required OUSD invoicing and staff qualifications form (**Exhibit F**). OUSD will strive to adhere to second Accounts Payable check run per the published schedule of monthly payments if invoices are submitted in accordance with the deadlines and requirements set forth in this section and the accompanying Exhibits.
9. **Ownership of Documents.** AGENCY agrees that, pursuant to California law, it shall maintain program and fiscal documentation for the ASEP and 21st CCLC programs for a minimum of five years. All documents created by AGENCY pursuant to this MOU, including but not limited to reports, designs,

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

10. Changes

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

11. Conduct of Consultant

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

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

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

beginning with Government Code Section 12900 and Labor Code Section 1735 and OUSD policy. In addition, AGENCY agrees to require like compliance by all its subcontractor(s).

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

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

14. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
15. **Counterparts.** This MOU and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
16. **Program Books and Supplies.** Supplies can only be purchased by OUSD, and by the Lead Agency. A Lead Agency cannot exceed \$2,500 in supply purchases. Supplies to be used in both the school day and after school program must be joint funded, with a maximum of 50% applied to ASES/21st. The only exception is that supplies for Supplemental programming on non-school days can be purchased by the lead agency. All supplies purchased with grant funding is and remains the property of OUSD and must remain at the site.
17. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:** The District certifies to the best of its knowledge and belief, that it and its principals: Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, verifies that this vendor does not appear on the Excluded Parties List. <https://www.sam.gov>

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

OAKLAND UNIFIED SCHOOL DISTRICT

Marboog

7/1/2021

- President, Board of Education
- State Administrator
- Superintendent

Date

Ry. H. ...

7/1/2021

Secretary, Board of Education

Date

DocuSigned by:

Andra Bustamante

5/27/2021

Executive Director

Date

Community Schools and Student Services Dept.

DocuSigned by:

Michael Scott

5/21/2021

Principal

Date

DocuSigned by:

Matin Abdel-Rawi

5/27/2021

Network Superintendent

Date

DocuSigned by:

Sandra Aguilera

5/27/2021

Chief Academic Officer

Date

Academic School Improvement

AGENCY

DocuSigned by:

Lukas Brekke-Miesner E.D. 5/26/2021

Agency Director Signature

Date

Lukas Brekke-Miesner- E.D. Executive Director

Print Name, Title

Attachments:

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

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

Legislative File ID: 21-1318

Exhibit A

ATTENDANCE REPORTING SCHEDULE

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

Exhibit B

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

(Template distributed separately)

INSERT HERE

2021-22 AFTER SCHOOL BUDGET PLANNING SPREADSHEET

HIGH SCHOOLS 02.2020

Site Name: Castlemont High		21CCLC Core		Other Lead Agency Funds	
Site #: 301		%	Resource 4214, Program ____	%	
Average # of students to be served daily (ADA): 138.89			OUSD	Lead Agency	
TOTAL GRANT AWARD			250,000.00		161198

CENTRAL COSTS: INDIRECT, ADMIN, EVAL, PROFESSIONAL DEVELOPMENT, CUSTODIAL

OUSD Indirect (5.00%)		11904.76		
OUSD ASPO admin, evaluation, and training/technical assistance costs		15,576.32		
Custodial Staffing and Supplies at 3.5%		7,788.16		

TOTAL SITE ALLOCATION		214,730.75		
------------------------------	--	-------------------	--	--

CERTIFICATED PERSONNEL

1120	Quality Support Coach/Career Pathways' Liaison (Highly Recommended)				
1120	Certificated Teacher Extended Contracts				
1120	Certificated Teacher - Credit Recovery - English I		2310		
1120	Certificated Teacher - Credit Recovery - Algebra I		2310		
1120	Career Pathway Certificated Teacher Extended Contracts				
	Total certificated		4620		0

CLASSIFIED PERSONNEL

2220	SSO		0		
	Total classified		0	0	0

BENEFITS

3000's	Employee Benefits for Certificated Teachers on Extended Contract (benefits at 24.5%)		1131.9		
3000's	Employee Benefits for Classified Staff on Extra Time/Overtime (benefits at 28%)		0		

3000's	Employee Benefits for Salaried Employees (42%)				
3000's	Lead Agency benefits (rate: 25 %)			26338	
	Total benefits		1131.9	26338	12419

BOOKS AND SUPPLIES

4310	Supplies (OUSD only, except for Summer Supplemental)				8000
4310	Curriculum (OUSD only)				0
5829	Field Trips				1500
4420	Computers (OUSD only)				0
	District professional development on district PD days (Bridging the Bay conference and Youth Work Methods trainings)			500	
	Total books and supplies		0	500	9500

CONTRACTED SERVICES

5825	Site Coordinator (list here if CBO staff)			54777	21911
5825	Family Liaison			7220	
5825	After School Program Assistant			35880	11960
5825	Executive Director, Lukas Brekke-Miesner			10586	3529
5825	Academic Mentor for 9th graders				
5825	Youth Internship Stipends			14156	50000
5825	Academic Mentor			5016	5016
5825	Enrichment Facilitator (TBD)			6864	
5825	Enrichment Facilitator (TBD)			5600	
5825	Culinary Arts Facilitator, Grace Johnson			7488	2600
5825	Culture Keeper, Rickey Bartley			6624	
5825	REAL HARD Coordintator, Hadiyah Owens			11960	24120
5825					
5825	Subcontractors (List specific agency name for each subcontractor)			10000	7500
5825					
5825					
5825					
5825					
	Total services		0	176,171.00	126636

IN-KIND DIRECT SERVICES

					0
	Total value of in-kind direct services				0

LEAD AGENCY ADMINISTRATIVE COSTS

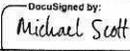
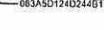
	Lead Agency admin (4% max of total contracted \$)			5969.85		12643
SUBTOTALS						
	Subtotals DIRECT SERVICE	85.00	9,490.22	203,009.00		148555
	Subtotals Admin /Indirect	15.00	31530.93	5969.85		12643
TOTALS						
	Total budgeted per column		41,021.15	208,978.85		161198
	Total BUDGETED	100.00		250,000.00	0	161198
	BALANCE remaining to allocate			0.00		
	TOTAL GRANT AWARD/ALLOCATION TO SITE			250,000.00		

Required Signatures for Budget Approval:

Principal:	<small>DocuSigned by:</small> <i>Michael Scott</i>	5/21/2021
Lead Agency:	<small>DocuSigned by:</small> <i>Lukas Burke-Misner ED</i>	5/26/2021

Castlemont 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="Castlemont High"/>		School Type: <ul style="list-style-type: none"> <input type="checkbox"/> Elementry (TK-5) <input type="checkbox"/> Elementary/Middle (TK-8) <input type="checkbox"/> Middle (6-8) <input checked="" 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 here) <input type="text" value="01 61259 0125161"/>		After-School Lead Agency: <input type="text" value="Oakland Kids First"/>	
Principal Name: <input type="text" value="Michael Scott"/>		Principal Signature and date: 	
Lead Agency Director Name: <input type="text" value="Lukas Brekke-Miesner- E.D."/>		Lead Agency Director Signature and date: 	
After-School Site Coordinator Name: <input type="text" value="Sabaa Shoraka"/>		After-School Site Coordinator Signature and date: 	

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 8483). Programs are required to operate all 180 days of the school year.		
Projected daily attendance for 2021-2022 school year program.	140	
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 <u>maximum of 3 days during a calendar year (not a school year)</u> 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="9/25/2021"/>	2nd: <input type="text" value="2/19/2022"/>	3rd: <input type="text" value="5/26/2022"/>
Minimum Days. When a school holds minimum days, the after-school program is required to begin as soon as the school day ends, and execute programming until 6:00 pm. Minimum days have a significant impact on after-school staff and budget. Thus, during the program planning process, school leadership and the lead agency partner must discuss the anticipated number of minimum days for the program year, and discuss shared resources to fund minimum day programming. There is an expectation already established for the 36 weekly minimum days, however if the school is planning on more than these and 10 extra days for report card conferencing you should discuss how the staffing fees for these extra days will be funded in partnership with the school day.		
Projected Number of Minimum Days for School Year 2021-2022: <input type="text" value="43"/>		
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?		

The only additional minimum days at Castlemont High School are generally during dead week, the week before final exams, and finals week when teachers support with office hours for additional tutoring. OKF has additional outside funds to cover any additional hours needed.

SECTION 3a: PROGRAM MODEL. Average Daily Attendance, Program Dates, Minimum Days & Enrollment																													
Which of the following program models will your site operate as for 2021-2022? (If you choose Extended Day, please explain why using this link.)																													
Program Model:	Please only select ONE of the options below																												
	<input type="checkbox"/> Traditional After-school <input type="checkbox"/> Extended Program <input checked="" 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 type="checkbox"/></td></tr> <tr><td>1</td><td><input type="checkbox"/></td></tr> <tr><td>2</td><td><input type="checkbox"/></td></tr> <tr><td>3</td><td><input type="checkbox"/></td></tr> <tr><td>4</td><td><input type="checkbox"/></td></tr> <tr><td>5</td><td><input 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 checked="" type="checkbox"/></td></tr> <tr><td>10</td><td><input checked="" type="checkbox"/></td></tr> <tr><td>11</td><td><input checked="" type="checkbox"/></td></tr> <tr><td>12</td><td><input checked="" type="checkbox"/></td></tr> </table>	TK	<input type="checkbox"/>	K	<input type="checkbox"/>	1	<input type="checkbox"/>	2	<input type="checkbox"/>	3	<input type="checkbox"/>	4	<input type="checkbox"/>	5	<input type="checkbox"/>	6	<input type="checkbox"/>	7	<input type="checkbox"/>	8	<input type="checkbox"/>	9	<input checked="" type="checkbox"/>	10	<input checked="" type="checkbox"/>	11	<input checked="" type="checkbox"/>	12	<input checked="" type="checkbox"/>
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11	<input checked="" type="checkbox"/>																												
12	<input checked="" type="checkbox"/>																												

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	
<p><u>Who can receive the Golden Ticket?</u></p> <p>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 <i>Golden Ticket</i>. Transitional students are by definition:</p> <ul style="list-style-type: none"> - Any OUSD student who is a homeless youth, as defined by the federal <i>McKinney-Vento Homeless Assistance Act (42 U.S.C. Sec. 1143a)</i>, 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. <i>Subtitle VII-B of the McKinney-Vento Homeless Assistance Act (42 U.S.C. § 11431 et seq.)</i> <ul style="list-style-type: none"> - Establishes the definition of homeless used by schools - Ensures that children and youth experiencing homelessness have immediate and equal access to public education - Provides for educational access, stability, and support to promote school success - Needed to address the unique barriers faced by many homeless students 	
<p>Complete the following questions for Section 3b:</p> <p>- To the best of your knowledge, how many Golden Tickets were distributed in the 2020-2021 school year? 20</p> <p>- How will you make your program more accessible to serve the needs of Golden Ticket students/families?</p> <div style="border: 1px solid black; padding: 10px; margin-top: 10px;"> <p>Site Coordinator plays an active role on the Coordination of Services Team, where administration and school site partners discuss needs of students and connect them to resources. Site Coordinator will work with school administration to support "Golden Ticket" students and families. Program will reserve 5-7 spaces for all "Golden Ticket" students. For all "Golden Ticket" students, there will be a flexible attendance policy that will be flexible to support the transitions for these students. These students will also have priority enrollment and no program fees.</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>	
<p>Educational and Literacy Component that includes tutoring/</p>	<p>Describe how the after-school program will provide the educational & literacy component.</p>

Respond Below:

After school programming will include academic tutoring and credit recovery that is led by both teachers and tutors. We have been working with teachers and Castlemont's administration to compel students in danger of failing a marking period to attend required after school tutoring, and by requiring students who failed a previous semester of Math, Science, English, or Government classes to attend mandatory credit recovery after school. We are also planning on having tutoring available virtually as well.

Additionally, the Program Manager, Program Assistant and academic mentors will work closely with small learning communities and Pathways to support 9th and 10th graders in danger of failing. Holding space for students, connecting them to additional resources, encouraging goal setting, and following up with students are hallmarks of Oakland Kids First's approach to student development. To ensure college and career readiness, we will be working with the Future Center to provide students with college application, FAFSA, college visits, and scholarship support.

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

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

Respond Below:

In the after school program, we will ensure that academic growth is acknowledged by holding celebrations for honor roll, reclassification for students who are English Language Learners, SRI score improvement, etc. We will support a Student of the Month event to celebrate students who exemplify the Knight Way.

In the 2021-22 academic year, we are planning on holding a 9th Grade Knight Commencement, which is a bridge program that includes all 9th graders. Students will have the opportunity to get to know the campus, build relationships with peers and adults, and teachers will have the opportunity to get to know their students, begin to build 9th grade culture, and incorporate the practices of the Knight Way into the student experience on campus.

Additionally, all ninth graders will receive Peers Advising Students to Succeed two workshops where students will learn about their A-G requirements, college requirements, campus resources, and high school graduation.

Academic Mentoring will be available to 9-12th grade students who need both academic and SEL support. Academic mentors will support students in creating and completing academic and personal goals.

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

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

Respond Below:

We have range of programming that highlights the importance of youth voice and leadership, and fosters positive youth development:

- REAL HARD is an after school youth leadership program that focuses on leadership skill development, political education, and participant action research so student leaders can engage their peers in campaigns to improve school culture and climate and increase equity for students furthest from opportunity.
- The Castlemont Knight Armory is a student store run by REAL HARD youth leaders that provides a space for students who have been acknowledged for upholding Castlemont's Knight Way to redeem Knight Bucks for prizes/school supplies/snacks. This cultural currency system and store are designed to recognize and reward students who are making Castlemont a safer, more supportive, and engaged school community.
- We will hold pathway focused programming such as Castle Works, th Food as Medicine Culinary Program, the Castlemont FabLab fabricating program, and two agriculture programs - the Castlemont Garden and Orchard.
- Teens on Target: A violence prevention program that trains Castlemont students to lead workshops with Oakland middle school students.
- Barber/Beauty Shop: Students will learn the basics of barbering, styling, and cosmetology as well as social entrepreneurship and business.
- Community Art: Students are taught skills in fine art, and promote health and community engagement via large-scale mural projects. Students will create two community murals throughout Oakland
- Affinity Groups: Affinity groups provide opportunities for students to connect with their peers who share aspects of their identity. Next year we will be continue supporting, Young Hawks, Black Student Union, Gender Sexuality Alliance, and Girls' Group.
- Bike Life: Students are taught the basic of fixing bikes and bike safety. Students will have access to bikes that will be donated.
- Castle Crafters is a crafting group that gathers students who are interested in working on different creative projects together. Projects include waste beads, candles, balms and etc.

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:

- Weight Room: Students are supported by a physical fitness program that encourages improved health via exercise, diet, and rest. Students will use a fitness tracker to track their progress on their personal health goals.
- Soccer Without Borders uses soccer as a vehicle for positive change, providing newcomer and other under-served youth with a toolkit to overcome obstacles and experience growth, inclusion and personal success. They will be playing

in tournaments with other schools that offer Soccer Without Border.

- Intramural Sports: Offers students the space and support to meet their physical, social and recreational needs while promoting teamwork. The intramural program includes league, tournament, individual and dual sport competition.

- Oakland Lacrosse: Offer students the opportunity to learn the foundational skill of lacrosse. Oakland Lacrosse supports students in becoming healthy, confident, and self empowered youth who effectively navigate systems, overcome challenges, and achieve their education and life goals.

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:

Oakland Kids First (OKF) will work in collaboration with the school to support the school in recruiting and retaining families for School Site Council and Parent Teachers Student Association meetings where parents and families can learn about different ways they can support their students academic achievement, and share resources the school provides. OFK will work with the administration to hold grade level parent and family nights to ensure that families know about important dates and information that can support their student's academic growth. OFK will also be working with the Castlemont administration to establish adult educational programming to support the language development of the parents and families of students. Additionally, the Fabrication Lab on campus will hold an adult education course that is available for adult family members to enroll into. This year we are planning on hiring two parent liaison, one of which will be bilingual in Spanish to ensure that we are able to engage our bilingual and international families. They will start with engaging families during summer and registration.

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:

@Jack Paul Lowe Jr: Is this the same section above?

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:

Through the Knight Time After School Program, Oakland Kids First will ensure we meet the OUSD Student Learning Goals the following ways:

Goal 1- All students build relationships to feel connected and engaged in learning:

1. All ninth graders will attend the Knight Commencement, a 9th grade bridge program after school during the first 2 weeks of the school year. The goals of the program are to: 1) introduce students to the Castlemont High School; 2) ensure students have familiarity with the high school campus and resources; 3) build a sense of community within the 9th grade house; 4) enhance students' confidence, self-esteem and motivation; and 5) ease the transition from middle school to high school for youth and their families.
2. All ninth graders will participate in monthly Townhalls, Knight Round Tables, that will be co-facilitated with 9th Grade Team where students have the opportunity to participate in community and relationship building.

Goal 6- All students graduate college, career and community ready.

1. We will hold study hall and tutoring for all students after school. In collaboration with teachers and administrations, students who are identified as at risk will be recommended to attend study hall at least twice a week. Teachers will be offered an extended contract to work with academic tutors to support students to gain skills and improve academically.
2. In collaboration with the Work Based Learning Specialist, the Future Center and Pathway Director, we will work to increase the college and career experiences offered during after school program for 10-12th graders to include more internships, college trips or presentations, and job shadowing.
3. In the Spring semester we offer two-three teachers an extended contract to hold credit recovery classes after school for Math and English to support students that are in danger of not graduating.
4. After school program staff will be assigned a group 9th and 10th graders in danger of failing to conduct mentoring and 1:1s.
5. All ninth graders will receive Peers Advising Students to Succeed, workshops where students will learn about their A-G requirements, college requirements, campus resources, and high school graduation.

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

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

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

POINTS OF SERVICE Quality Standards & PROGRAMMATIC Quality Standards

Fill out this Google Form to identify where your program is with E's quality standards. [Google Form](#)

Resources:

- Definitions: [CDE Quality Standards](#)
- Unpacked: [CDE Quality Standards & CQI Spectrum](#)
- Scoring Key: [CDE Quality Standards & CQI Process](#)

PROGRAM SELF-ASSESSMENT TRUTH * HOPE * CHANGE * CURIOSITY (THC²)

Indicate which stakeholders who participated in the Program Self-Assessment in 2020-2021

- | | | |
|--|--|---|
| <input type="checkbox"/> Internal evaluator | <input type="checkbox"/> External evaluator | <input checked="" type="checkbox"/> School administrator |
| <input type="checkbox"/> District administrator | <input type="checkbox"/> Certificated staff | <input type="checkbox"/> Classified staff |
| <input checked="" type="checkbox"/> Program director | <input type="checkbox"/> Site coordinator | <input checked="" type="checkbox"/> Site-level/line staff |
| <input type="checkbox"/> Parents/guardians | <input checked="" type="checkbox"/> Students | <input checked="" 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:

As part of Castlemont's cycle of continuous program quality improvement, Oakland Kids First is focusing on two truths to improve retention for students and staff, and to improve the depth and quality of programming experiences students have access to through our Knight Time programs.

Truth 1: Developing a clear program design will be challenging going into the 2021-2022 program year given unknown factors that will impact scheduling, recruitment, ongoing quality programming and professional development. Different extended day program delivery methods will have implications on our budget, need for staff time, and space required for programming to occur in-person on campus. At this point, it is unclear to what extent our programs will need to be offered in-person, and if they are in-person whether or not we will be required to offer programs assigned to particular student cohorts or if students can attend out-of-school programs with students from different cohorts. If our programs need to continue to be hybrid with some in-person and some virtual programming, or if they will be completely virtual, we will need to plan for a different staffing structure. Without knowing our program delivery method in advance, it is challenging to plan accurately to budget for the right amount of staff time, then recruit quality staff with enough time to search, interview, train and support the launch of programs. The staffing structure and our preparedness to recruit and launch programs in advance has a direct impact on our ability to successfully identify, recruit, enroll and retain student participants. We have found in the past that programs with later start dates or vacancies at the start of the school year tend to have lower student enrollment and attendance through the rest of the semester.

Truth 2: The pandemic and economic crisis resulting from COVID-19 this year has had a tremendous impact on students and their families. Many students at Castlemont need to financially support their families, and have shared

with our program facilitators that they have increased responsibilities outside of school helping to care for younger siblings or elders at home. Additionally, students have struggled to maintain consistent online attendance and engagement both in the school day and after school based on inconsistent access to reliable internet, technology, or a learning space that is free of distractions. This has increased barriers for students to join Knight Time after school programs, particularly for our International and Newcomer students who also have language barriers to access the full range of Knight Time program curriculum and activities.

This year, even with challenges related to the pandemic, OKF has successfully increased the number of students who are participating in the CastleWorks internships, which include Fabrication Lab, Food as Medicine, East Bay Young Scientists, Love Cultivating Schools, and Castle Interpreters. In addition to the CastleWorks internships, we were able to continue additional internships including Children's Hospital Oakland, HEAL, and Youth Beats. Youth provided feedback that stipended learning opportunities are a huge incentive and motivating factor for participating in our programs. They are able to meet their family needs for financial support while still accessing hands-on, real world learning opportunities that teach skills related to college and career readiness. We plan to expand on stipended learning opportunities wherever we can in our program plan to remove barriers for student participation and to help meet the current financial needs of students and their families. We are also identifying strategies to align our after school programming with supports that the International Program utilize during the school day to better engage ELL, Newcomer and International students after school.

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 Hope for Truth 1 is that OKF will be able to develop multiple iterations of program budget and staffing plans to be able to adapt to any requirements for programming during the 2021-2022 year. We hope to receive information from the Castlemont administration, district after school program office and our Executive Director about policies or scheduling decisions that will affect our programs with enough time to adequately plan and adapt.

Our Hope to address Truth 2 is that OKF can remove barriers for student participation by incorporating more strategies that support International, ELL and Newcomer students while also increasing the number of paid or stipended opportunities for students who participate in Knight Time programs.

To do this, OKF will change our approach and work more closely with the Castlemont International Program to develop plans for student recruitment and identify strategies to better support students who participate in our programs through interpretation, translation, and English language development strategies incorporated into Knight Time activities. Students in the International Program have specific needs for curriculum that focus on reading, literacy, and conversational English as well as access to interpretation and translation that make programs accessible. We hope that we can continue to increase our engagement of International and Newcomer students by hiring multilingual staff who will be able to support our English language learners to engage in multiple program offerings such as Castle Interpreters, East Bay Young Scientists, Tutoring and Academic support, and more. To support all Knight Time staff to incorporate best practices for English learners and International students into all programs, OKF will collaborate with school day staff from the International Program to provide professional development to all extended day staff so that the same tools, strategies and approaches for supporting the International and Newcomer student populations are utilized in school and during our programs.

We also hope that our Knight Time programs will be able to recruit and retain students who have additional or competing commitments outside of the school day (i.e. employment and family commitments). To do this we will change our budget and incorporate additional stipends for college, career and community readiness activities. Stipending CastleWorks programs, Internships, and leadership opportunities has shown to be an effective method of recruiting and retaining high school age participants so that they can choose to engage in positive activities offered

through our extended day programs rather than pursue paid work outside of our program offerings. To identify and recruit new students to our programs next year, we hope to communicate with and re-engage students and families who have not typically enrolled in the Knight Time program or who have struggled to maintain consistent attendance during the school day. We have done an excellent job this past year building relationships with students, and hope to build from that foundation and re-engage more students in their academic success and plans for post-high school college or career opportunities.

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

Respond Below:

In order to change strategies and recruit, enroll and retain more International/Newcomer students as well as students who have not participated in Knight Time programs in the past, we will take steps to partner more closely with Castlemont's school day small learning communities. Our staff began attending small learning community meetings, which include school day teachers, Academy Directors and administrators. Knight Time's program assistant attends the International Team meeting and the Community Programs Manager attends the International Team leadership meeting. This integration has been mutually beneficial and has provided us with the opportunity to better align with the school day, develop deeper, more impactful social supports, and connect students to additional community resources.

Next year, we will continue to play an integral role in the the International program. In April 2021, we are planning to survey students to learn more about what programs students would be interested in. We will use that data, to inform the Knight Time programming and activities next year. Lastly, the program assistant will serve as an Academic Mentor next year where she will be able to support International students specifically with literacy and increasing academic achievement. To connect directly with students, we will hold at least 2 recruitment events specifically for the International and Newcomer community. To better prepare our staff to support this student population, OKF will coordinate with the International small learning community to facilitate bi-annual integrated professional development that supports school day and after school alignment and better supports students and family engagement.

For students who have not yet participated in our programs, we will continue to conduct outreach during the summer program, registration, back to school activities, through presentations in classes such as Advisory, and share the opportunity for students to earn a stipend for their participation. OKF will continue to develop relevant real world applications into our program structures to help prepare students for life outside of high school. For example, for all students earning a stipend, we will incorporate financial literacy into the program curriculum and connect them directly to Patelco Credit Union if they would like to open a student banking account to better manage their money. OKF will also support facilitators to connect their curriculum to CTE standards aligned with 21st Century skill development to prepare students for college and career opportunities after high school, and offer resume writing support that demonstrates their achievements and skills developed through our programming.

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

Respond Below:

Given how many changes to the school day as well as after school have occurred in the past year, OKF is curious about our role as lead agency at Castlemont to foster a positive school culture for the whole school. Incoming 9th graders will have never met their teachers or seen the campus, and rising 10th graders spent a majority of their freshmen year not

on campus. As students begin to return to campus in 2021-2022, OKF wants to ensure that all students are served and we offer social-emotional learning as well as academic support or intervention for those who have learning gaps. The total impact of learning loss due to campus closures, the pandemic, and an entire school year being held online has yet to be assessed or understood. We anticipate that students will have Social-Emotional skills that need to be developed or re-taught as they engage once more with peers and teachers in person. We anticipate that students will have major academic skill gaps that have not been developed to reach grade level standards. We also anticipate that students will have major needs for credit recovery due to students not being engaged in distant learning and failing core classes this past year.

We are working now with the Castlemont team to envision summer programming that can help serve as a bridge between distance learning and a return to some in-person instruction, and developing plans for expanded academic tutoring, literacy and math skill development in programs, and options for credit recovery.

This year, there has been a major uptick in community violence given all of the stressors from the pandemic and risks for students who are not in school in person, and we want to ensure that all students are safe on campus or traveling to and from our programs. OKF is curious about our role preventing community violence from occurring and ways that we can best respond to students who are impacted by violence through trauma-informed practices. The increased violence has had a major impact on the whole Castlemont community this year, and we have lost a number of students. Threat of violence in the community has also impacted students being able to attend after school programming as students and families perceive the environment to be unsafe.

SECTION 6: Facilities						
(a) Plan with the school site administrator which rooms and outside spaces the after-school program will use Monday - Friday from the start of the program to 6. Make sure to include bathrooms and snack areas.						
(b) Lead Agency Director, will go into Facilitron website to complete facilities usage requests no later than May 15, 2021. Visit Facilitron website at: www.facilitron.com/dashboard/login						
Indoors (specify room numbers and space names)				Outdoors		
Room Number & Name of Space	# of Students	Hours to be used		Room Number & Name of Space	# of Students	Hours to be used
Room 222	20	3:30-6pm MTRF 2-4pm W		Field	40	3:30-6pm MTRF 2-4pm W
Room 224	20	3:30-6pm MTRF 2-4pm W		Farm/Orchard	20	3:30-6pm MTRF 2-4pm W
Room 306	20	3:30-6pm MTRF 2-4pm W				
Cafeteria	60	3:30-4pm MTRF 1:57-2:30pm W				
Weight Room	20	3:30-6pm MTRF 2-4pm W				
Culinary Room	20	3:30-6pm MTRF 2-4pm W				
In addition, choose up to 5 other dates the program will use space <u>outside of normal program hours</u> . 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	Potential Date	Number of Students	Hours of Use/Room Numbers			
Fall Dance	10/29/2021	60	6-10p/Dance room			
Spring Dance	4/15/2022	60	6-10p/Dance room			

Name of Event		Potential Date		Number of Students		Hours of Use/Room Numbers	
Name of Event		Potential Date		Number of Students		Hours of Use/Room Numbers	
Name of Event		Potential Date		Number of Students		Hours of Use/Room Numbers	

SECTION 7a: PROGRAM FEES

Will this after-school program charge program fees for 2021-2022 Yes No

If, "YES, program fees will be charged," please complete the following assurances. Both the Principal and Lead Agency boxes must be initialed.

Principal	Lead Agency	ASSURANCES
		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 1143.a), 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?

<p>Describe how all fees collected will be used for after-school programming.</p>	
<p>Describe how fees will be communicated to school leaders/school community.</p>	
<p>Instructions:</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

<p>School Site</p> <p>Castlemont High School</p>	
<p>Lead Agency</p>	<p>Date</p>

Oakland Kids First	4/13/2021
Name of After School Program	After School Site Coordinator Name (if known at this time)
Knight Time After School Program	Sabaa Shoraka

After School Safety and Emergency Planning

1. The 2021-2022 Comprehensive School Site Safety Plan includes the After School Emergency Plan. The Site Administrator and After School Program (ASP) Site Coordinator will update the After-School Emergency Plan annually by discussing and aligning plans and procedures for after school and school day safety, including emergency preparedness and crisis response.

Indicate all actions that will occur to ensure after school 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 (ie. earthquake, fire, and lockdown drills).
<input checked="" type="checkbox"/>	After School staff will participate in site-level faculty safety trainings.
<input checked="" type="checkbox"/>	School will provide after school staff with access to disaster supplies and other resources in case there is an emergency after school.
<input checked="" type="checkbox"/>	Site Administrator and ASP Site Coordinator will meet regularly to review after school incidences and update safety plans as needed.
<input checked="" type="checkbox"/>	The completed After School Emergency Plan (ASEP) will be submitted to Expanded Learning Programs Office by 10/1/21.
<input type="checkbox"/>	Other:

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

Oakland Kids First will provide a Fall and Spring Safety training to review safety procedures, lockdown and lockout procedures. During these trainings we will also review our after-school emergency protocol.

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.

Castlemont 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:

Math, English, Science, Linked Learning Pathway courses, History

Please briefly describe how the program will support distance learning:

- Staff will be available to support with Advisory
- Staff will provide academic mentoring and tutoring after school and during the school day
- Staff will lead enrichment programming after school
- Staff will support with All Advisory zoom events

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:

- Staff will be holding learning hubs during the school day to support students to improve academic achievement, completion of course assignments, attendance, and course credit completion for those who are struggling with engagement or most at-risk for failing classes.
- Staff will provide 1:1 academic mentoring and drop-in services.
- Staff will continue to hold small group enrichment programming.

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

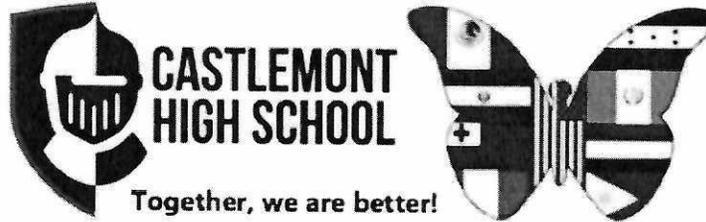
If a shift happens how do you collaboratively transition from fully remote learning to in-person learning modified? (i.e. Keep in mind impact, staff readiness, budget, space, and county/state guidelines.) What are the steps/considerations for the transition?

Oakland Kids First (OKF) staff will continue attending small learning community meetings to ensure there is alignment with the school day.

Staff will connect with individual teachers to see how they can support them through the transition to in-person learning. The OKF Executive Director and Castlemont Program Director will continue to meet with the principal bi-monthly to ensure that school and after school day staff are kept updated. We will continue to serve on the Coordination of Services Team to support the SEL, mental and health needs of our students.

CASTLEMONT HIGH SCHOOL ENROLLMENT TIMELINE 2021-22

	Timeline	After School Enrollment Steps/Process	Individual(s) responsible
1	April - May 2021	Coordinate with feeder middle schools to make presentations regarding 9th grade bridge and after school programming to incoming 9th graders. Outreach at Knight Initiation, an incoming 9th grade orientation event Present in Pathway All-Advisory meetings to recruit students for summer and fall programming . Coordinate recruitment events with the international program. Survey returning students on what additional programs they would want for next year.	OKF site staff and Director of Programs, community partners, pathways teams.
2	June- July 2021	Recruit students during summer school Coordinate program launch strategies with Principal and School Site Manager	Director of Programs, Principal, School Site Manager, Family Liaison
3	Mid Aug-Early Sept. 2021	Support with registration Program launch event (virtual and in person) OKF staff lead classroom presentations to do outreach and enrollment for all afterschool programs Present at teacher Professional Development Outreach at First Friday event Parents are notified of their student's participation in afterschool programming	School Site Manager, program staff, community partners
4	Fall 2021	Outreach to parents and students during Back-to-School night Outreach to parents during Parent Teacher Student Association, School Site Council meetings, Townhalls	School Site Manager, program staff, community partners
5	January-February 2022	OKF staff lead classroom presentations to do outreach and enrollment for all Knight Time programs	School Site Manager, program staff, community partners



Bell Schedule

Revised 02-24-2020

Mon-Tues-Thurs-Fri (Purple / Silver)		Wednesday (Purple / Silver)	
Period 1 / 2	8:30 to 10:00 AM	Period 1 / 2	8:30 AM - 9:40 AM
Snack	10:00 to 10:10 AM	Passing	9:40 to 9:45 AM
Passing	10:10-10:16 AM	Period 3 / 4	9:45 AM - 10:55 AM
Period 3 / 4	10:16 to 11:46 AM	Passing	10:55 to 11:00 AM
Lunch	11:46 to 12:16 PM	Period 5 / 6	11:00 AM - 12:10 PM
Passing	12:16 to 12:22 PM	Lunch	12:10 PM - 12:40 PM
Period 5 / 6	12:22 to 1:57 PM	Passing	12:40 to 12:45 PM
Passing	1:57 to 2:03 PM	Period 7 / 8	12:45 PM - 01:55 PM
Period 7 / 8	2:03 to 3:33 PM	Early Dismissal	

Program Schedule Description

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?
	FabLab	Students have opportunity to learn how to design and make things using digital manufacturing machines like a lasercutter, CNC machine, and 3D printers. There you can also make things with traditional hand tools and power tools as well as hand drawing tools.	Jeadí Vilchis	Educational Enrichment	FabLab extends school day Academies and Linked Learning educational activities and curriculum into after school hours through an enrichment program that complements the academic program and improves academic achievement for participants. FabLab aligns to Point of Service Quality Standards: Active and Engaged Learning; Skill Building; Healthy Choices and Behaviors
	Farm to Fork	It is our goal to create a continuous thread of education and learning in the after school program aiming to cultivate deeper the Sustainable Urban Design Academy (SUDA) and the Community Health Equity Academy (CHEA) at Castlemont High School. By providing a farm to fork culinary experience we will encourage mindfulness around food choices, students ability to cultivate and harvest produce, and support the after-school supper program with supplemental food and drinks that uplift the Castlemont farm.	TBD	Educational Enrichment/Physical Activity	Farm to Fork aligns to 2 school day Academies, SUDA and CHEA through an enrichment program that complements the academic program, and aims to improve academic achievement for participants. Farm to Fork aligns to Point of Service Quality Standards: Skill development, Healthy choices, and Active and engaged learning

	Farm	<p>Green Eatzz is a youth food entrepreneurship program. Students have the opportunity to either start their own healthy food business (with hands on support and a distribution network) or to create a project to improve the food on the Castlemont campus. In addition students learn new culinary skills, get a food handlers certificate, share stories and recipes, get support with start-up funds, and hands farm/garden experience. We are creating a healthy food culture on campus at Castlemont High School.</p>	Red Barn	Educational Enrichment/Physical Activity	<p>Green Eats aligns to school day Academies through an enrichment program that complements the academic program, and aims to improve academic achievement for participants. Farm to Fork aligns to Point of Service Quality Standards: Skill development, Healthy choices, and Active and engaged learning</p>
	REAL HARD	<p>REAL HARD is an after school youth leadership program that focuses on leadership skill development, political education, and participant action research so student leaders can engage their peers in campaigns to improve school culture and climate, and increase equity for students furthest from opportunity.</p>	Hadiyah Owens	Educational Enrichment	<p>REAL HARD educational enrichment programming prepares youth leaders to improve school culture and climate by aligning a code of respect to school policies and improving the learning environment and overall academic achievement of students during the school day. REAL HARD aligns to school day Academies through an enrichment program that complements the academic program, and aims to improve academic achievement for participants. REAL HARD aligns to Point of Service Quality Standards: Youth Voice; Safe and supportive environment; and Diversity Access and Equity</p>
	PASS-2	<p>PASS-2 teaches A-G requirements, goal setting, transcript literacy, and strategies to increase motivation and engagement in school. Workshops are lead by peer leaders that are trained after school.</p>	Hadiyah Owens	Educational Enrichment	<p>PASS-2 teaches academic skills to mentors through educational enrichment programming to provide workshops to 100% of 9th graders focused on improving academic achievement and post-secondary access. This program both improves academic achievement and complements the school day academic program. PASS-2 aligns to Point of Service Quality Standards: Youth Voice; and Safe and supportive environment; and Active and Engaged Learning</p>
	Weight Room	<p>Weight Room: Students are supported by a physical fitness programming that encourages improved health via exercise, diet, and rest. Students will use a fitness tracker to track their progress on their personal health goals.</p>	TBD	Physical Activity	<p>The weight room aligns to the CDE requirements to offer age appropriate physical fitness education to students after school, and aligns to Point of Service Quality Standards: Healthy Choices and Behaviors</p>

Intramural Sports: Offers students the space and support to meet their physical, social and recreational needs while

Intramural Sports	promoting teamwork. The program includes individual and team sports, such as soccer, basketball, volleyball, and tennis. The program also provides opportunities for students to participate in intramural sports during the school year.	Rickey Bartley	Physical Activity	Our Intramural sports program aligns to the CDE requirements to offer age appropriate physical fitness education to students after school and aligns to Point of Service Quality Standards: Healthy Choices and Behaviors
Soccer without Borders	Teens On Target (TNT) helps East Castlemont High School students to be violence prevention educators and leaders in their own lives. They will be trained in more than 100 topics, including soccer, violence prevention, and peer support.	Christian Ruiz	Educational Enrichment/Physical Activity	The Soccer Without Borders program aligns to the CDE requirements to offer age appropriate physical fitness education to students after school, while also offering educational enrichment and youth development support for Newcomer or English Language Learner students, and aligns to Point of Service Quality Standards: Healthy Choices and Behaviors; and Diversity Access and Equity
Teens on Target	schools, where they reach hundreds of students, changing their lives and the lives of others. Teens on Target is a program that provides students with the opportunity to become peer educators and leaders in their own lives.	Youth Alive	Educational Enrichment	TNT is an educational enrichment program for participants after school, and aligns to improved health and wellbeing for students at Castlemont as well as feeder middle schools who will be future Castlemont students. TNT aligns to Point of Service Quality Standards: Youth Voice; Safe and Supportive Environment; and Diversity Access and Equity
Knight Armory	The Knight Armory provides students with the opportunity to become peer educators and leaders in their own lives. They will be trained in more than 100 topics, including soccer, violence prevention, and peer support.	Alejandra Astorga	Educational Enrichment	The Knight Armory directly aligns to the school day Code of Respect shared behavior and culture expectations, and is a way to reinforce positive student culture during and after school. The Knight Armory aligns to the Point of Service Quality Standard: Safe and supportive environment
Debate Club	provides the intellectual and networking tools for youth to thrive as active, responsible leaders in their communities.	Bay Area Urban Debate League	Educational Enrichment	Debate club is an after school enrichment program with a goal of improving academic achievement for participants by increasing literacy, research, and communication skills and aligns to the Point of Service Quality Standard: Skill Building
Community Urban Art	Pacific Bridge Club focuses on taking the time to help students express their developing artistic skills, improve their life long experiences, and to have students understand Art with different perspectives, more passion and more attention to their own lives and their communities. PBC helps students have access to learning	Mr. Russel Sams	Educational Enrichment	Community Urban Art is an educational enrichment program for youth after school to gain skills in arts, project planning, and community improvement in alignment with Castlemont's mission to create a safe, healthy and engaging learning experience that prepares all of our students for college, career and community. Community Urban Art aligns to the Point of Service Quality Standard: Skill building; and Safe and supportive environment
Swim Club	foreign languages, business strategies, management, and problem solving. The program provides students with the opportunity to improve their relationships with college, career and community. The program teaches key skills to improve academic achievement for participants. PBC aligns to the Point of Service Quality Standard: Safe and Supportive Environment	Mr. Stevann Jones	Physical Activity	Swim Club aligns to the CDE requirements to offer age appropriate physical fitness education to students after school and aligns to the Point of Service Quality Standard: Healthy Choices and Behaviors
Pacific Bridge Club	tutors to help them gain key academic skills, improve grades in classes, or complete assignments for school-day classes	Mr. Jonathan Guy	Educational and Literacy Component	Tutoring both provides after school educational enrichment as students learn skills they may not have gained yet in school, and improves academic achievement by providing the supports/information/skills students need to master key curriculum and assignments from the school day. Tutoring aligns to the Point of Service Quality Standard: Skill Building
Tutoring		Beverly Velasco	Educational Enrichment	

The goal of Gametime is to build a community and great

		friendships out of the love of video gaming. Students will have an opportunity to play multi and single player games, and spend time discussing gaming strategies and preferences.	Sabaa Shoraka	Educational Enrichment	Gametime provides educational enrichment after school through a medium that is already engaging and fun for students. Using games, students can learn important skills that translate to improved academic achievement - such as strategy, and communication with peers. Gametime Tutoring aligns to the Point of Service Quality Standard: Safe and Supportive Environment
	Drivers Ed	Students have the opportunity to receive their driver's permit through an online platform.	TBD	Educational Enrichment	Drivers education provides educational enrichment that can support students to become responsible, autonomous adults as they learn how to drive safely and lawfully, and aligns to the Point of Service Quality Standard: Skill Building
	Anime Club	Anime Club is a organization that meets to give a platform for anime fans in a community setting and can also focus on broadening Japanese culture.	TBD	Educational Enrichment	The Anime Club provides after school educational enrichment that further supports development of skills in fine arts and social studies, and aligns to the Point of Service Quality Standard: Skill Building
	Crafting Club	Castle Crafter is a crafting group that gathers students who are interested in working on different creative projects together. Projects include waste beads.	TBD	Educational Enrichment	The Castle Crafter provides after school educational enrichment that further supports development of skills in crafting and social entrepreneurship and aligns to the Point of Service Quality Standard: Skill Building
	Bike Life	Bike Life: Students are taught the basic of fixing bikes and bike safety. Students will have access to bikes that will be donated.	TBD	Physical Activity	Our Bike Life aligns to the CDE requirements to offer age appropriate physical fitness education to students after school and aligns to Point of Service Quality Standards: Healthy Choices and Behaviors

Exhibit C

PARENT PERMISSION AND RELEASE AND STUDENT INFORMATION

**OAKLAND UNIFIED SCHOOL DISTRICT
21st CENTURY ASSETS HIGH 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 and Middle School** students are expected to participate in the after-school program **every day until 6pm, for a total of 15 hours per week.**
- ❖ **High School** students are expected to participate in the after-school program **at least 3 days per week until 6pm, for a minimum total of 9 hours per week of participation.**

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

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

STUDENT RELEASE

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

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

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

As parent/guardian, I hereby release and discharge the Oakland Unified School District and its officers, employees, agents and volunteers from all claims for injury, illness, death, loss or damage as a result of my child's release from the After-School Program without supervision.



Parent/Guardian Signature

Date

PERMISSION TO EVALUATE PROGRAMS AND TRACK STUDENT PROGRESS

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



Parent/Guardian Signature

Date

PHOTO/VIDEO RELEASE

During your child's attendance in the After-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.**

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 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 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

INVOICING AND STAFF QUALIFICATIONS FORM 2021-2022

Basic Directions	
<p style="text-align: center;">Complete the chart below for each subcontractor and attach with Lead Agency monthly invoices.</p> <ol style="list-style-type: none"> 1. Employee, agent or subcontractor name. 2. ATI #. This is the fingerprint clearance number assigned by the Department of Justice. 3. Current TB Clearance. Current means within the last 4 years. This documentation should be maintained in Lead Agency files. 4. IA Requirement. No Child Left Behind Law requires that any staff who directly supervise students and are included in the 20:1 student-to-adult ratio meet the IA requirement. This documentation 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
		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

Exhibit G (1)



PROCEDURE FOR INVOICING

**Oakland Unified School District
Comprehensive After School Programs 2021-2022**

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

- ◆ All 21st Century and/or ASES invoices 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 1st through the 30th or 31st.
- ◆ Contractor, Agency, Site Coordinator, and Principal signatures must be secured prior to submission of invoices to the After School Programs Office. All of these signatures must be originals.
- ◆ Invoices for the month are generally due in the After School Programs Office by 5:00 p.m. on the 10th of the following month. This is not a steadfast rule; for example, the invoice for November 1-30th is due in our office on the 9th of December (the 10th is a Saturday). **Invoices that are submitted after the due dates listed below will be processed the following monthly invoicing period.**

The tentative schedule for OUSD payments is anticipated as follows:

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

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

Exhibit G (2)



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

**PROCEDURES FOR PAID INSERVICE/EXTENDED CONTRACTS AND TIME SHEETS
OUSD CERTIFICATED TEACHERS 2021-2022**

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

Paying OUSD Certificated Employees (Teachers)

- ◆ Academic Liaisons and Extended Contract teachers should submit a “Request for Extended Contract” IN ADVANCE to approve all projected work to be completed, using appropriate Budget string (Object Code usually -1120 or -1122)
- ◆ **The FIRST submission of the Extended Contract paperwork must be accompanied by a timesheet in order to be processed by OUSD Payroll. No payment will be rendered until timesheets are submitted to our office.**
- ◆ Have Employee sign Extended Contract & ALL Time Sheets
- ◆ Have Principal approve and sign Extended Contract & ALL Time Sheets
- ◆ Please be sure to submit ORIGINALS of all documents
- ◆ Please use only ONE SIDED Time Sheets
- ◆ Deliver to OUSD After School Programs Office — All 21st Century and/or ASES Extended Contracts and Time Sheets must be submitted to the OUSD After School Programs Office in order to be processed and paid. We are located at 1000 Broadway, Suite 150.
- ◆ **Union Contract rate for teachers on extended contracts is \$38.50/hr.**
- ◆
- ◆ Once the Request for Extended Contract has been submitted and approved, only timesheets are required to be submitted for subsequent payments.

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

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

Exhibit G (3)



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools. Thriving Students.

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

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

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

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

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

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

Exhibit H

CERTIFICATES OF INSURANCE AND ADDITIONAL INSURED ENDORSEMENT

INSERT HERE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/23/2020

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

PRODUCER Cook, Disharoon & Greathouse, Inc. 1942 Embarcadero Oakland, CA 94606		CONTACT NAME: Lynda Reynolds-Brown PHONE (A/C No. Ext.): (510) 437-1900 FAX (A/C No.): (510) 437-1979 E-MAIL ADDRESS: lbrown@cdginsurance.com	
INSURED Oakland Kids First 2744 E. 11th Street Unit H08 Oakland, CA 94601		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Nonprofits Insurance Alliance	
		INSURER B: State Compensation Ins. Fund	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL207113563 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBJECT INSURED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN/AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER	X	202013909	7/30/2020	7/30/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000	
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		202013909	7/30/2020	7/30/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	202013909UMB	7/30/2020	7/30/2021	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	V/N	N/A	174755972020	8/15/2020	8/15/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	IMPROPER SEXUAL CONDUCT		202013909	7/30/2020	7/30/2021	EACH CLAIM & AGGREGATE \$ 1,000,000	
A	LIQUOR LIABILITY		202013909	7/30/2020	7/30/2021	EACH CLAIM & AGGREGATE \$ 1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101 Additional Remarks Schedule, may be attached if more space is required)
Per Acord guidelines, refer to 2nd page COMMENTS/REMARKS section for Additional Insured information.

CERTIFICATE HOLDER Oakland Unified School District Attention: Risk Management 1000 Broadway, Suite 440 Oakland, CA 94607	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE L Reynolds-Brown/NW <i>Lynda Reynolds-Brown</i>
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COMMENTS/REMARKS

Oakland Unified School District is Additional Insured under General Liability per attached endorsement #CG2026 0413, when required in a written contract between the Named Insured and Additional Insured.

OPREMARK

COPYRIGHT 2000, AMS SERVICES INC.

POLICY NUMBER: 2020-13909
Named Insured: Oakland Kids First

COMMERCIAL GENERAL LIABILITY
CG 20 26 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

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

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

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

However:

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

- B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

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

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

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

Exhibit I

STATEMENT OF QUALIFICATIONS

INSERT HERE

MISSION STATEMENT:

OAKLAND KIDS FIRST AMPLIFIES YOUTH VOICE, LEADERSHIP, AND POWER TO CREATE ENGAGING AND EQUITABLE PUBLIC SCHOOLS WHERE ALL STUDENTS LEARN AND ACHIEVE.

Service Description:

Oakland Kids First (OKF) works to ensure that OUSD high schools are places where youth and adults work in partnership to improve student learning, leadership, achievement, and equity. Based on the challenges, needs, and opportunities in Oakland high schools, OKF has worked with youth organizers to come up with innovative solutions to improve school culture and academic resilience.

1. Peers Advising Students 2 Succeed (PASS-2) trains upper classmen to provide 9th graders with peer academic counseling and mentoring through classroom workshops and one-on-one mentoring. As a result of PASS-2, student leaders are developed into skilled facilitators and mentors, and the students they teach learn their A-G requirements, how to read their transcripts, what resources exist on campus, how to make up classes, and how to navigate difficult situations. Much like Kaiser has you screened by an Advice Nurse before seeing a Doctor or specialist, PASS2 mentors ensure every 9th grader receives a baseline of important school navigation information before students seek out counselors for more advanced queries. This ensures that overburdened counselors have some support, 9th graders can learn personal lessons from their peers, and students who won't seek out support get it anyway.

PASS-2 is at Castlemont and Fremont High School this year but has also served Skyline, McClymonds, Oakland High, Street Academy, and Oakland Tech in the past.

2. Representing Educated Active Leaders Having A Righteous Dream (REAL HARD) is an after school youth organizing program that engages 9th–12th grade leaders in positive school culture formation to increase belonging, equity and graduation rates. REAL HARD has ensured students feel a greater sense of safety and belonging on campus, while also inserting themselves into adult decision-making spaces to advocate for student needs. All four of REAL HARD's sites have adopted student created Codes of Respect and REAL HARD students have developed various strategies to uphold and institutionalize these codes via school currency and stores to incentivize the lifting up of positive school culture. This student work has been institutionalized at several sites and continues to grow.

REAL HARD is at Oakland Tech, Fremont, Castlemont, and Oakland High School

3. Oakland Kids First serves as the Lead Agency for Castlemont High School's Knight Success and Knight Time Programs that serve over 400 youth after school annually and engage 120 students per day. Programs offer comprehensive college, career, and community readiness programming, work based learning opportunities, academic support, credit recovery, health and fitness, after school enrichment, positive youth development, family engagement and literacy activities, as well as support for International and Newcomer students. We work with the school community and outside partners to ensure students are engaged in an extended day culture that meets their various academic and enrichment needs.

4. Youth Organizing Council: Youth Organizing Council (YOC) was established by OKF in 2018. YOC convenes 15 student leaders with previous program experience from each of our program sites during the summer and each week during the school year. YOC offers intensive leadership development and youth organizing support to champion justice and educational equity for low-income, marginalized students in Oakland.

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 : oakland kids first*
Record Status: Active

No Search Results



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	oakland kids first		Agency's Contact Person	Lukas Brekke-Miesner- E.D.
Street Address	2744 E 11th St, suite H08		Title	Executive Director
City	oakland		Telephone	(510) 452-2043
State	CA	Zip Code	94601	Email
				lukas@kidsfirstoakland.org
OUSD Vendor Number	003136			

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. (www.sam.gov/portal/public/Sam/)

Compensation and Terms – Must be within OUSD Billing Guidelines

Anticipated Start Date	2021-07-01	Date work will end	2022-06-30	Total Contract Amount	208978.00
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Budget Information

Resource #	Resource Name	Budget #	Amount	Req. #
4124	21st C Core – ASSETS	910-4124-0-1110-4000-5825-301-3010-1879-0106-99999	\$ 208978.00	21/22 Funds
			\$	21/22 Funds
			\$	21/22 Funds
			\$	21/22 Funds

OUSD Contract Originator Information

Name of OUSD Contact	Michael Scott	Email	michael.scott@ousd.org		
Telephone	510-879-2301	Fax			
Site/Dept. Name	Castlemont High School	Enrollment Grades	9	through	12

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> Michael Scott <small>D0E258B6506E8406</small>		5/21/2021
2. Resource Manager		<small>DocuSigned by:</small> Martha Pena <small>B70949C7A154D2</small>		5/27/2021
3. Network Superintendent/Deputy Chief/Exec Dir.		<small>DocuSigned by:</small> Matin Abdel-Rawi <small>A1A7E45407454DE</small>		5/27/2021
4. Cabinet (CAO, SBO, CFO)		<small>DocuSigned by:</small> Sandra Aguilera <small>B072CB8033AD406</small>		5/27/2021
5. Board of Education or Superintendent				
Procurement	Date Received			