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# Memo

To Board of Education

From Antwan Wilson, Superintendent

Board Meeting Date (To be completed by Programment)

(10 be completed by Procurement)

Subject Memorandum of Understanding - East Bay Agency for Children (contractor) -

107/East Oakland Pride Elementary School (site)

**Action Requested** 

Approval of a Memorandum of Understanding (MOU) between District and East Bay Agency for Children, for services to be provided primarily to 107/East Oakland Pride

Elementary School.

9/24/5

Background

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

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

Discussion
One paragraph
summary of the
scope of work.

Approval by the Board of Education of a Memorandum of Understanding (MOU) between the District and East Bay Agency for Children, Oakland, CA, for the latter to provide Elementary School Arts, Recreation, Leadership and Family Literary activities, as described in the Program Plan, incorporated herein by reference as though fully set forth, for East Oakland Pride Elementary School comprehensive After School Program, for the period of July 1, 2015 through August 19, 2016, in the amount of \$85,139.00.

Recommendation

Approval by the Board of Education of a Memorandum of Understanding (MOU) between the District and East Bay Agency for Children for the latter to provide Arts, Recreation, Leadership and Family Literary activities for the After School Program at East Oakland Pride Elementary School for the period July 1, 2015 through August 19, 2016.

Fiscal Impact

Funding Resource: <u>6010/After School Education and Safety (ASES) Grant</u> in an amount not to exceed \$85,139.00.

**Attachments** 

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

## Memorandum of Understanding 2015-2016 Between Oakland Unified School District and

East Bay Agency for Children

1. Intent. This Memorandum of Understanding ("MOU") establishes the Oakland Unified School District's

("OUSD") intent to contract with \_\_\_\_\_\_ East Bay Agency for Children

	("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 107/East Oakland PRIDE under the following grants:
	<ul> <li>After School Education and Safety Program ("ASESP")</li> <li>California Department of Education ("CDE") 21<sup>st</sup> Century Community Learning Center (21<sup>st</sup> CCLC)</li> <li>Oakland Fund for Children and Youth - This MOU will also outline services provided on OUSD school grounds through the Oakland Fund for Children and Youth ("OFCY") After-School Initiative funds that shall be utilized as matching funds to CDE ASESP and 21<sup>st</sup> CCLC funds.</li> <li>Private grants</li> </ul>
2.	<b>Term of MOU.</b> The term of this MOU shall be July 1, 2015 to August 19, 2016 and may be extended by written agreement of both parties.
3.	<b>Termination.</b> 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.
4.	Compensation. The ASESP and 21st CCLC grant award amount for East Oakland PRIDE is \$85139 . 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, 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.
	4.2. <b>Positive Attendance.</b> Payment for services rendered related to the ASESP and 21st CCLC grants shall be based on actual student attendance rates (\$7.50 a day per student), not estimates, as those programs are "positive attendance based." OUSD reserves the right to modify the annual core allocation based on reported attendance. In the event that payments made to AGENCY exceed the reported attendance for the Core grant, the AGENCY will return payments to OUSD at the rate of \$7.50 a day per student. Documentation of attendance must be submitted through the OUSD/OFCY attendance systems in order for invoices for payment of services for the ASESP and 21st CCLC grants to be processed. Exhibit A (Attendance Reporting Schedule 2015-2016")
	4.2.1. Reconciliation Process for Positive Attendance Based Grant Funds. OUSD will adjust the payment of the "positive attendance based" grants based on quarterly review of monthly invoices and attendance for services rendered related to the ASESP, 21ST CCLC (Core Grant) for any adjustments resulting from the reconciliation of the attendance reports for that quarter's months. The attendance reconciliation process will assess the program's performance with respect to the required compliance with the grant mandated attendance rates. Based on the
	After School MOU 2015-2016, page 1 of 29

review, financial adjustments of additional payment or additional withholding will be made. Any remaining balance(s) will be forwarded to AGENCY or OUSD. Any adjustment required in excess of the withholding will necessitate additional adjustments to future invoices and payments.

- 4.2.2. Administrative Charges and Reconciliation. Reconciliation process for positive attendance based grants must factor in the subtraction of administrative and other OUSD central charges, as outlined in section 4.3, from any grant amounts earned through attendance (OUSD indirect, custodial, evaluation, and After School Programs Office administrative and training/technical assistance fees).
- 4.3. **OUSD Administrative Fees.** OUSD shall charge and withhold up to 14% from the overall ASESP and 21<sup>st</sup> Century grant awards for central indirect, administrative, custodial, evaluation, and direct service training and technical assistance.
- 4.4. AGENCY Administrative Fees. AGENCY understands and agrees that it may not charge more than 4% of the total contract amount as administrative fees and that its administrative fees must be set at an appropriate dollar amount to keep the ASESP and 21<sup>st</sup> Century grants within the grant-mandated allowable 15% for total indirect/administrative costs. The agency administrative fees charged to the ASESP and 21<sup>st</sup> CCLC grants must be used for direct administrative costs and cannot be used for agency indirect costs. Direct administrative costs consist of expenditures for administrative activities that provide a direct benefit to the ASESP and 21<sup>st</sup> CCLC programs. Indirect costs consist of expenditures for administrative activities that are necessary for the general operation of the agency, but that cannot be tied to the ASESP and 21<sup>st</sup> CCLC programs.
- 4.5. Program Budget. The grant will remain as part of the site budget. Funds will be encumbered from the site budget on behalf of AGENCY for the school year 2015-2016 and will not exceed \$85139 in accordance with Exhibit B. Exhibit B ("ASESP/21st CCLC Planning Tool/Comprehensive After School Program Budget for AGENCY 2015-2016").
- 4.6. Modifications to Budget. Any modifications to the approved grant budget must be approved by OUSD, AGENCY, and CDE before expenditures of funds for modified line items are authorized. Except as expressly set forth herein, OUSD shall not be liable to AGENCY for any costs or expenses paid or incurred by AGENCY in performing services for OUSD. The granting of any payment by OUSD, or the receipt thereof by AGENCY, shall in no way lessen the liability of AGENCY to correct unsatisfactory work, although the unsatisfactory character of that work may not have been apparent or detected at the time a payment was made. Work, which does not conform to the requirements of this Agreement, may be rejected by OUSD and in that case must be replaced by AGENCY without delay.
- 4.7. Program Fees. The intent of the ASESP and 21st CCLC programs is to establish local programs that offer academic assistance and enrichment for students in need of such services regardless of their ability to pay. Though it is not against the rules to charge fees for participation in programs, the CA Department of Education discourages it because it could exclude students in need from attending and taking advantage of the after school program. Fees should not create a barrier to participation in the after school program. After school services must be equally accessible to all students targeted for services regardless of their ability to pay. Programs that propose to charge fees may not prohibit any family from participating based on their inability to pay and must offer a sliding scale of fees and scholarships for those who could not otherwise afford to participate. Any income collected from fees must be used to fund program activities specified in the grant application. AGENCY shall do full accounting of fees collected, and documentation shall be kept for 5 years for auditing purposes. If AGENCY decides to charge fees, this decision shall be made collaboratively with the Site Administrator, and AGENCY shall work collaboratively with the Site Administrator and parent leaders to develop an appropriate program fee structure for the school community. AGENCY shall provide the OUSD After School Programs Office with written documentation of the program fee

structure prior to charging any program fees, and shall provide OUSD with additional documentation upon request, to ensure grant compliance.

- 5. Scope of Work. AGENCY will serve as lead agency at East Oakland PRIDE will be responsible for operations and management of the ASESP, 21st CCLC, OFCY, and private grants contracted to AGENCY by OUSD for fiscal year 2015-2016. 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 <a href="East Oakland PRIDE">East Oakland PRIDE</a> and objectives to ensure the success of students as articulated in the Site Plan. AGENCY will work in partnership with the school principal to ensure that the program components are aligned with and complement OUSD standards and school site curriculum.
  - 5.2. Oversight. AGENCY will provide oversight, fiscal management, payroll services, technical assistance, and facilitation of collaboration with other service providers. Agency must ensure compliance with ASESP and 21st CCLC funding guideline requirements and follow OUSD after school policies and procedures. This includes compliance with OUSD staffing requirements and policies including No Child Left Behind and other legislative mandates.
  - 5.3. **Enrollment.** AGENCY will enroll K through 5th grade students at East Oakland PRIDE to serve sufficient number of students and run services for a sufficient number of days to earn the full core grant allocation of funding.

### 5.4. Program Requirements

- 5.4.1. **Program Hours.** The program shall be offered Monday through Friday, every regular school day annually, commencing immediately upon the conclusion of the regular school day, operating a minimum of 15 hours/week, and until 6:00 pm daily. Instructional activities must include a balance of both academic and enrichment/recreation components.
- 5.4.2. Program Days. The program shall be offered a minimum of 177 180 days during the 2015 2016 school year. AGENCY will close the ASESP and 21<sup>st</sup> CCLC program no more than a maximum of 3 days in the 2015-2016 school year for staff professional development, as permitted by Education Code. Programs that receive 21<sup>st</sup> CCLC Supplemental grant funds or private funding for summer shall additionally operate a sufficient number of days and hours in the summer, on weekends, and during intercession in the manner prescribed by the grant legislation and/or funder, in order to meet attendance goals required by the CA Department of Education and/or the funder
- 5.4.3. **Program Components.** AGENCY agrees to provide programming that supports the guidelines as outlined in the ASESP and 21st CCLC grants for students at East Oakland PRIDE . AGENCY acknowledges and agrees to provide programming consistent with grant guidelines including, but not limited to:
  - Educational and Literacy. An educational and literacy element that must provide tutoring and/or homework assistance designed to help students meet state standards in one or more of the following core academic subjects: reading/language arts, mathematics, history and social studies, or science. A broad range of activities may be implemented based on local student needs and interests.

- Enrichment. The enrichment element must offer an array of additional services, programs
  and activities that reinforce and complement the school's academic program. Enrichment
  may include but is not limited to arts, youth development, leadership, recreation, sports,
  music, career awareness, college interest, service learning and other youth development
  activities based upon student needs and interests. All programs must offer both enrichment
  and recreation/physical fitness activities as core components of the after school program and
  summer program.
- Family Literacy Services. In all programs receiving 21st CCLC grant funds, AGENCY shall
  assess the need for family literacy services among adult family members of the students to
  be served by the program. All programs will, at a minimum, either refer families to existing
  services or coordinate with local service providers to deliver literacy and educational
  development services.
- 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.
- 5.4.3.1. Snacks/Supper/Beverages: AGENCY shall meet Federal and State meal and snack requirements and all meals and snacks must be provided by OUSD Nutrition Services department. Nutrition Services shall:
  - 5.4.3.1.1. Provide meals and beverages that meet State and Federal standards;
  - 5.4.3.1.2. Provide the number of meals and beverages requested by AGENCY unless/until Nutrition Services determines that AGENCY's participation is lower than the snack/meal/beverage count provided by the AGENCY, in which case, the number will be adjusted;
  - 5.4.3.1.3. Provide all supplies including utensils, napkins, forks, required;
  - 5.4.3.1.4. Support compliance by AGENCY with required State and Federal administrative requirements;
  - 5.4.3.1.5. Provide annual training to AGENCY.
- 5.4.3.2. Each AGENCY participating in the Nutrition Services snack/meal/beverage program shall:
  - 5.4.3.2.1. Attend annual training. In the event that the person responsible for snack distribution changes, AGENCY will make arrangements with Nutrition Services for training of new employees or representative of the AGENCY;
  - 5.4.3.2.2. Complete After School Snack and Supper Menu Production Worksheets (MPW) on a daily basis;
  - 5.4.3.2.3. Ensure meal count is accurate;
  - 5.4.3.2.4. Submit completed MPW to cafeteria staff by the next business day;
  - 5.4.3.2.5. Return leftovers to cafeteria:
  - 5.4.3.2.6. Ensure that only students are served and receive food from the program;
  - 5.4.3.2.7. Ensure that meals are not removed from campus
  - 5.4.3.2.8. Immediately report to OUSD Site Coordinator and Nutrition Services any concerns related to food safety or food contamination

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

5.4.3.4.1. Snack: \$1.00

5.4.3.4.2. Supper: \$3.50

- 5.4.3.5. AGENCY will be liable for audit findings and/or assessments (See Section 12 below) that are attributable to AGENCY's failure to comply with the rules and regulations of the Nutrition Services program, including liability if reimbursement is denied Nutrition Services because of AGENCY's failure to comply with program requirements.
- 5.4.4. **Staff Ratio.** The staff to youth ratio shall not exceed 1:20, with no more than 20 youth for each qualified, adult staff supervisor.
- 5.5. **Data Collection.** AGENCY will work with OUSD to collect and analyze data on student enrollment, student attendance, student academic performance, student satisfaction, and parent satisfaction. This includes, but is not limited to:
  - 5.5.1. Accountability Reports. Providing OUSD with the following set of program accountability reports:
    - Financial reports
    - Activity reports
    - Outcomes reports: behavioral and academic
  - 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.
- 5.6. Maintain Clean, Safe and Secure Environment. Maintaining clean, safe, and secure program environments for staff and students in conjunction with OUSD guidelines. AGENCY, as they view necessary, will initiate and establish additional cleanliness, safety, and security policies and protocol sufficient to ensure staff, student and family member safety.
- 5.7. 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.

- 5.8. **Relationships.** AGENCY will maintain six essential collaborative relationships to ensure partnerships towards effective program implementation:
  - Administration, faculty, and staff of East Oakland PRIDE
  - OUSD After School Programs Office
  - · OUSD central administration departments
  - Parents/Guardians
  - Youth
  - · Community organizations and public agencies
- 5.9. **Licenses.** AGENCY shall obtain and keep in force all licenses, permits, and certificates necessary for the performance of this Agreement.
- 6. Field Trip Policy. FIELD TRIPS, OFF SITE EVENTS AND OFF SITE ACTIVITIES:
  - AGENCY shall provide each Site Administrator and the OUSD After School Programs Office
    with a schedule of all after school program field trips and/or off site events and/or off site
    activities by the first day of each semester, and a schedule of all summer field trips and/or off
    site events and activities by the first day of the summer program, if AGENCY is providing
    summer services (Exhibit D)
  - AGENCY hereby certifies that after school and summer program staff and/or subcontractors will
    comply with the following procedures for all field trips, off site events and off site activities:
  - 6.1. Licenses Permission Slips/Acknowledgement. Field trip/excursion permission slip must be signed by parent(s)/guardian(s) of all student participants and an acknowledgement must be signed by all adult chaperones both of which shall include the following information:
    - 6.1.1. a full description of the trip and scheduled activities
    - 6.1.2. student/adult participant health information
    - 6.1.3. "Notice of Waiver of All Claims: Education Code § 35330 provides that all persons making a field trip or excursion shall be deemed to have waived all claims against any school district, charter school, or the State of California for injury, accident, illness or death occurring during or by reason of the field trip or excursion, regardless of who holds the claims. If the field trip or excursion to which this permission slip applies is out-of-state, I hereby knowingly waive all of my and my daughter's/son's/ward's claims against any school district, charter school, and/or the State of California for injury, accident, illness or death occurring during or by reason of the out-of state field trip or excursion."
  - 6.2. After school and summer program staff or subcontractors leading trip must have a written list of students attending trip.
  - 6.3. No student shall be prevented from making a trip due to lack of sufficient funds.
  - 6.4. After school and summer program staff or subcontractors leading trip shall have a sufficient first aid kit in his or her possession or immediately available. If the trip is conducted in areas known to be infested with poisonous snakes, this first aid kit shall contain medically accepted snakebite remedies.
  - 6.5. Health Conditions/Medication: Trip participant health information will be gathered and reviewed in advance of trip and any needed revisions to supervision plan made, including making sure that chaperones understand relevant information (eg food allergies). A plan will be developed to collect, secure, and dispense prescription medications from their original containers only and consistent with physician's instructions.
  - 6.6. Supervision
    - 6.6.1. AGENCY Executive Director must review and approve supervision plan.

- 6.6.2. Trip as structured is appropriate to age, grade level and course of study.
- 6.6.3. Chaperones are all AGENCY employees or subcontractors, parent(s)/guardian(s), or other authorized chaperones and are 21 or older. After School and Summer Program Coordinators and lead trip staff are satisfied that all chaperones are willing and able to perform required duites, including understanding and implementing instructions, understanding health information for students in their group, and responding effectively in the event of an emergency. Trip attendees shall be limited to assigned school or early childhood education or after school program staff, students and authorized chaperones. Guests, including but not limited to friends and other family members, are strictly prohibited absent prior written approval of the after school program coordinator or AGENCY executive director. Before the trip, after school and summer program staff leading trip shall provide any adult chaperones who may accompany the students with clear information regarding their responsibilities. Chaperones shall be assigned a prescribed group of students and shall be responsible for the continuous monitoring of these students' activities. Chaperones shall not consume alcoholic beverages or be under the influence of controlled substances while accompanying and supervising students on a trip.
- 6.6.4. When a trip is made to a place of business or industry, staff shall arrange for an employee of the host company to serve as conductor.
- 6.6.5. Adult:Student Ratio is at least 1:10 or higher if swimming or wading or high risk trip. If the trip involves water activities, this ratio shall be revised to ensure closer supervision of elementary grade or younger students, appropriate to their ages. The ratio of adults to students on field trips and excursions shall be reasonable under the circumstances.
- 6.6.6. Safety requirements have been met (eg: current First aid/CPR training of at least one chaperone, first aid kits, emergency contact and health info, instructions for chaperones, staff and chaperones have cell phones which are charged and available for communication).
- 6.7. Transportation Requirements: The after school and summer program or subcontractors shall ensure compliance with all state laws and may transport by the use of its own equipment, contract to provide transportation or arrange transportation by the use of other equipment to enrolled after school and summer participants provided that: (A) parent/guardians' written permission has been obtained in advance; (B) After School Program Coordinator and/or Summer Program Coordinator has confirmed that: transportation arrangements are safe and appropriate; (C) all drivers have valid California driver's license; (D) all drivers have received fingerprint clearance; (E) provided that such transport is covered under driver or registered owner's personal automobile insurance or AGENCY automobile liability insurance policy for at least \$100,000 per individual and \$300,000 per occurrence for liability for bodily injury; and \$50,000 per occurrence for liability for property damage; (F) all drivers and registered owners of private or rented vehicles used shall complete and sign declaration of driver forms assuring that: (i) the driver is at least 21 years of age and holds a current valid California driver's license;(ii) the driver has not been convicted of reckless driving or driving under the influence of drugs or alcohol within the past five years; and (iii) the driver provides proof of sufficient insurance; (G) if after school or summer program arranges and/or contracts with a third party to provide this transportation, the organization or company with whom they contract must 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 and \$1,000,000 General Liability insurance: (H) arrangements have been made for additional vehicle for use in event of illness or emergency; and (I) students receive instruction in safe conduct on bus or other transport; and (J) drivers shall receive safety and emergency instructions and information which shall be kept in their vehicle, including health and emergency information for each student riding in his/her vehicle.
- 6.8. AGENCY must have reasonable confirmation that all organizations involved in the trip have demonstrated expertise and exhibit reasonably safe and reputable operating procedures and business practices appropriate to student trips.

- 6.9. Vendor is licensed to provide all proposed activities.
- 6.10. Voluntary Student Accident Insurance must be <u>made available</u> for purchase (required for all trips). All student participants on higher risk activities (e.g. swimming, snow trips, horseback riding, sailing, rafting, etc) must be covered by medical or accident insurance.
  - 6.10.1. Parents/guardians must be informed that there is no District insurance for the trip;
  - 6.10.2. Program fees must include coverage for accidents or injuries to participants by an insurance carrier authorized to do business in California.

### 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 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 insurance coverage for such activities shall be borne by the student and/or AGENCY.
- 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 a meeting must be held for staff, chaperones, parent(s)/guardian(s) and students in advance of trip to discuss trip and safety related procedures, itinerary and questions.
- 6.11.5. Sleeping arrangements and night supervision are safe and appropriate.
- 6.11.6. **Vendor Proof of Insurance:** After School Program Coordinator and/or Summer Program Coordinator has obtained proof of insurance from all private vendors including:
  - Facility
  - Program

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

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

### 6.12.3. Swimming Activities

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

- 6.12.3.8. Staff and chaperones assigned to supervise students must wear swim suits and know how to swim and be at each side of the pool or swim area actively monitoring students at all times.
- 6.12.3.9. The After School Program Coordinator and/or Summer Program Coordinator may require students to wear flotation devices, depending upon their age and swimming ability.
- 6.12.3.10. A buddy-system or other means of surveillance shall be arranged in advance and strictly enforced during swimming activities.
- 6.13. Additional Requirements for trips to East Bay Regional Park District Bodies of Water (swimming pools, lagoons, shoreline parks and lakes) and Related Facilities
  - 6.13.1. At least 2 weeks prior to trip date, all persons attending trip, including, but not limited to, each and every student, teacher, instructor, chaperone, supervisor, parent, administrator, volunteer, or aide (hereinafter "participant") will provide to the School District Office of the General Counsel an original, properly completed, signed and dated East Bay Regional Park District Waiver (attached as Exhibit E), executed by either the participant if he or she is 18 years of age or older, or the participant's parent or legal guardian if the participant is under 18 years of age
  - 6.13.2. Should AGENCY fail to provide an original, properly completed, signed and dated East Bay Regional Park District Waiver for each trip participant as defined in Section 6.13.1 above, AGENCY agrees to hold harmless, defend and indemnify OUSD, its officers, employees, volunteers and agents from all claims and actions resulting therefrom.
- 7. Financial Records. AGENCY agrees and understands that OUSD is responsible for fiduciary and programmatic oversight for the expenditure of the ASESP and 21st CCLC grant funds contracted to AGENCY by OUSD for fiscal year 2015-2016. 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 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 ASESP, 21ST CCLC available to OUSD for review. OUSD and AGENCY shall meet and confer regarding any disputes as to the amount of actual expenses before taking any action to collect funds.

### 8. Invoicing

- 8.1. Billing Structure. AGENCY shall only invoice for actual expenditures incurred. Supporting documentation must be presented along with monthly invoices upon request. Billing details must be provided upon request to OUSD to ensure compliance with related sub recipient and grant guidelines.
- 8.2. **Unallowable Expenses.** AGENCY may not purchase computers or capital equipment using ASES, 21st Century Core Grant, 21st Century Direct Access, or 21st Century Family Literacy funds.
- 8.3. Invoice Requirements. AGENCY will submit invoices with evidence of the following staff qualifications for each AGENCY employee and AGENCY agent, including employees of subcontracting agencies and volunteers: TB Clearance, current CA Department of Justice and FBI

fingerprint clearance, and Instructional Aide requirement. AGENCY will utilize the required OUSD invoicing and staff qualifications form (Exhibit F) for regular invoice submission.

- 8.4. **Submission of Invoices.** AGENCY must submit invoices to OUSD on a timely and regular basis for services rendered. OUSD will not accept invoices submitted more than thirty days beyond the end of each fiscal quarter. No invoices will be accepted more than 30 days past the end of June 30 of the contractual fiscal year. AGENCY must also submit invoices according to specific invoicing deadlines as outlined by OUSD to ensure timely processing. **(Exhibit G)**
- 8.5. Submission of Invoices for ASESP and 21st Century Grants. For services rendered related to the ASESP and 21st CCLC grants, OUSD shall pay AGENCY, on a monthly basis, for appropriately documented expenses related to the ASESP and 21ST CCLC grants, with a cumulative total for 2015-2016 not to exceed \$85139 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 ASESP and 21<sup>st</sup> CCLC programs for a minimum of five years. All documents created by AGENCY pursuant to this MOU, including but not limited to reports, designs, schedules, registration packets, early release waivers, and other materials prepared, or in the process of being prepared, for the services to be performed by AGENCY, are and shall be at the time of creation and thereafter the property of OUSD, with all intellectual property rights therein vested in OUSD at the time of creation. OUSD shall be entitled to access to and copies of these materials during the progress of the work. Any such materials in the hands of AGENCY or in the hands of any subcontractor upon completion or termination of the work shall be immediately delivered to OUSD. If any materials are lost, damaged or destroyed before final delivery to OUSD, AGENCY shall replace them at its own expense and AGENCY hereby assumes all risks of loss, damage or destruction of or to such materials. AGENCY may retain a copy of all materials produced under this MOU for its use in its general business activities.

### 10. Changes

- 10.1. Agency Changes. AGENCY may, at any time, by written order, make changes consistent with Section 5 Scope of Work of this MOU. If such changes cause an increase or decrease in the budgeted cost of or the time required for performance of the agreed upon work, an equitable adjustment as mutually agreed shall be made in the limit on compensation as set forth in Section 4 or in the time of required performance as set forth in Section 5.4, or both. In the event that AGENCY encounters any unanticipated conditions or contingencies that may affect the scope of work or services and result in an adjustment in the amount of compensation specified herein, AGENCY shall so advise OUSD immediately upon notice of such condition or contingency. The written notice shall explain the circumstances giving rise to the unforeseen condition or contingency and shall set forth the proposed adjustment in compensation. Such notice shall be given to OUSD prior to the time that AGENCY performs work or services related to the proposed adjustment in compensation. Any and all pertinent changes shall be expressed in a written amendment to this MOU and signed by OUSD prior to AGENCY's implementation of such changes.
- 10.2. Changing Legislation. AGENCY understands that changes in Federal, or state legislation or District policy may impact funding levels, grant requirements, and responsibilities of AGENCY during an academic school year. This MOU may be amended during the 2015-2016 fiscal year to reflect additional changes resulting from such legislation.

### 11. Conduct of Consultant

- 11.1. Child Abuse and Neglect Reporting Act. AGENCY will comply with the Child Abuse and Neglect Reporting Act (CANRA) guidelines as Mandated Reporters to report suspicions of possible child abuse to the appropriate reporting agency as stated in California Penal Code § 11164 11174.
- 11.2. Staff Requirements. AGENCY will adhere to the following staff requirements for each AGENCY "agent", including employees, staff of subcontracting agencies, and volunteers. AGENCY will provide OUSD with evidence of staff qualifications, consistent with invoicing requirements outlined in Section 8.3 which include:
  - 11.2.1. **Tuberculosis Screening.** Current documentation of negative TB Test (PPD) on file for each AGENCY agent working with students.
  - 11.2.2. Fingerprinting of Agents. Current California Department of Justice (CDOJ) fingerprint clearance and FBI fingerprint clearance for each AGENCY agent working with students. AGENCY shall not permit its agents to come into contact with students until CDOJ and FBI clearance is ascertained, and AGENCY shall certify in writing to OUSD that none of its agents who may come into contact with pupils have been convicted of a violent or a serious felony. AGENCY shall further certify that it or its subcontracting agencies have received and reviewed fingerprint results for each of its agents, and Agency or its subcontracting agencies shall request and review subsequent arrest records for all agents who may come into contact with OUSD pupils in providing services to the District under this Agreement.
  - 11.2.3. Minimum Qualifications. AGENCY staff and agents who directly supervise students and are included in the 1:20 staff to student ratio must meet the following minimum qualifications for an instructional aide: a high school diploma or its equivalency and one of the following: (a) an AA degree; or completion of 48 semester units in college; or (b) successful completion of the Instructional Assistant exam, administered by the Alameda County Office of Education.
- 11.3. Removal of Staff. In the event that OUSD, in its sole discretion, at any time during the term of this MOU, desires the removal of any AGENCY related persons, employee, representative or agent from OUSD school site and/or property, AGENCY shall immediately upon receiving notice from OUSD of such desire, cause the removal of such person or persons. In the event OUSD requests the removal of any AGENCY related persons, employee, representative or agent from OUSD school site and/or property, the OUSD site administrator shall provide to the AGENCY written, supporting rationale for the decision. OUSD After School Program Office, after conferring with Legal and the Executive Officer supporting the site, shall decide, taking all the facts and circumstances into account, if AGENCY may reassign an employee or agent to another OUSD site. Prior to the removal or change of any AGENCY staff member who is a regular part of the after school program, AGENCY shall inform the Site Administrator with as much notice as possible, and will work with the Site Administrator to ensure a smooth transition in staffing.
- 11.4. Conflict of Interest. AGENCY shall abide by and be subject to all applicable OUSD policies, regulations, statutes or other laws regarding conflict of interest. AGENCY shall not hire any officer or employee of OUSD to perform any service by this Agreement. AGENCY affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between AGENCY's family, business or financial interest and the services provided under this MOU, and in the event of change in either private interest or services under this MOU, any question regarding possible conflict of interest which may arise as a result of such change will be brought to OUSD's attention in writing.
- 11.5. **Drug-Free / Smoke Free Policy.** AGENCY understands that OUSD does not permit drugs, alcohol, and/or smoking at any time in any buildings and/or grounds on OUSD property. AGENCY agrees to adhere to this policy for its students, staff, visitors, employees and or subcontractors.
- 11.6. Non-Discrimination. Consistent with the policy of OUSD 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 California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and OUSD policy. In addition, AGENCY agrees to require like compliance by all its subcontractor(s).

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

The above policies of insurance shall be written on forms acceptable to the Risk Manager of OUSD and endorsed to name the OUSD, its officers, employees, volunteers or agents, as additional insured. Said Additional Insured endorsement shall be provided to OUSD upon AGENCY's execution of this MOU and before work commence under this MOU. If at any time said policies of insurance lapse or become

canceled, this MOU shall become void. The acceptance by OUSD of the above-required insurance does not serve to limit the liability or responsibility of the insurer or AGENCY to OUSD. **Exhibit H** ("Certificates of Insurance").

- 14. Litigation. [This section is intentionally deleted by the parties].
- 15. Incorporation of Recitals and Exhibits. The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
- 16. **Counterparts**. This MOU and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
- 17. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion: The District certifies to the best of its knowledge and belief, that it and its principals: Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, verifies that this vendor does not appear on the Excluded Parties List. <a href="https://www.sam.gov/portal/public/SAM">https://www.sam.gov/portal/public/SAM</a>

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

OAKLAND UNIFIED SCHOOL DISTRICT  President, Board of Education  Date	AGENCY for Josh Conard  Agency Director Signature  Agency Director Signature  Date
Secretary, Board of Education    Superintendent	Kristin Wagner, LCBW <u>Director of School + Community</u> Print Name, Title  Services
Deputy Chief Date Community Schools and Student Services Dept.	<ul> <li>Attachments:</li> <li>Exhibit A. Attendance Reporting Schedule</li> <li>Exhibit B. Planning Tool/Comprehensive After School Program Budget</li> <li>Exhibit C. Enrollment Packet, including Early</li> </ul>
Principal Date  Network Superintendent Date  MOU template approved by Legal May, 2015	<ul> <li>Release Waiver</li> <li>Exhibit D. List of Anticipated Field Trips, Off Site Events and Off Site Activities</li> <li>Exhibit E. Waiver for Use of East Bay Regional Park District Bodies of Water (Swimming Pools, Lagoons, Shoreline Parks and Lakes) and Related Facilities</li> <li>Exhibit F. Invoicing and Staff Qualifications Form</li> <li>Exhibit G. Fiscal Procedures and Policies</li> <li>Exhibit H. Certificates of Insurance</li> </ul>
Chief Academic Officer Date	Exhibit I. Statement of Qualifications

## 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, 2015	August 10, 2015				
August 1 - August 30, 2015	September 10, 2015				
September 1-30, 2015	October 9, 2015				
October 1-30, 2015	November 10, 2015				
November 1-30, 2015	December 10, 2015				
December 1-31, 2015	January 11, 2016				
January 1-31, 2016	February 10, 2016				
February 1-28, 2016	March 10, 2016				
March 1-31, 2016	April 11, 2016				
April 1-30, 2016	May 10, 2016				
May 1-31, 2016	June 10, 2016				
June 1-30, 2016	June 30, 2016				

#### AFTER SCHOOL BUDGET PLANNING SPREADSHEET **ELEMENTARY & MIDDLE SCHOOLS 01.2015 OFCY** Program Match Fees (if Other Lead Site Name: East Oakland Pride **ASES** Funds applicable) **Agency Funds** Site #: 107 Resource 6010, Program 1553 OUSD Lead Agency Lead Agency Lead Agency Lead Agency % Average # of students to be served daily (ADA): 85 \$67,000 \$0 TOTAL GRANT AWARD \$112,500 CENTRAL COSTS: INDIRECT, ADMIN, EVAL, PD, CUSTODIAL, SUPPLIES \$5,357 OUSD Indirect (5%) OUSD ASPO admin, evaluation, and training/technical \$7,009 assistance costs \$3,254 Custodial Staffing and Supplies at 3.25% TOTAL SITE ALLOCATION \$96,879 CERTIFICATED PERSONNEL 1120 Quality Support Coach/Academic Liaison REQUIRED \$2,500 \$0 Certificated Teacher Extended Contracts- math or ELA academic intervention or Common Core academic \$0 \$0 1120 ennchment Certificated Teacher Extended Contracts- ELL supports \$0 \$2,500 Total certificated \$0 **CLASSIFIED PERSONNEL** 50 \$0 \$0 50 2205 Site Coordinator (list here, if district employee) \$7,200 \$0 2220 SSO (optional) \$0 Total classified \$7,200 \$0 \$0 BENEFITS Employee Benefits for Certificated Teachers on \$600 3000's Extended Contract (benefits at 24%) Employee Benefits for Classified Staff on Extra \$1,440 3000's Time/Overtime (benefits at 20%) Employee Benefits for Salaried Employees (benefits at 3000's \$0 \$9,320 \$5,364 \$1,763 Lead Agency benefits (rate: 25%) 3000's Total benefits \$9,320 \$5,364 \$1,763 \$2,040 \$0 **BOOKS AND SUPPLIES** Supplies (OUSD only, except for Summer \$0 \$0 4310 Supplemental) \$0 \$0 \$0 \$0 Curriculum (OUSD only) 4310 \$0 \$0 \$0 5829 Field Trips \$0 \$0 \$0 4420 Equipment (OUSD only) Building Intentional Communities curriculum Bus tickets for students \$0 \$0 \$0 \$0 \$0 \$0 Total books and supplies CONTRACTED SERVICES \$7,456 \$37,281 5825 Site Coordinator (list here if CBO staff) \$0 \$0 \$0 \$12,000 5825 Program Director \$0 \$2,000 5825 Senior Director AmeriCorps Members (2) \$28,000 5825 3 Program Instructors (\$15/hr X 17.5hrs direct service X 36wks) + (\$15/hr X 20 hrs extra minimum days) + (\$15/hr X 115 hrs prep) = \$31,941 + (\$15/hr X 60 hrs/year PD plus additional minimum days) = \$37,125 \$7,602 \$29,523 \$5,823

Site Name:	East Oakland Pride			ASES	OFCY Match Funds	Program Fees (if applicable)	Deni Link	Other Lead Agency Funds
Site #:	107			Program 1553				
Average # o	of students to be served daily (ADA). 85	%	OUSD	Lead Agency	Lead Agency	Lead Agency	1501	Lead Agency
5825	Ballet Folklorico				\$3,957			\$4.043
	Total services		\$0	\$72,883	\$54,936	\$0	\$0	\$9,866
N-KIND DI	RECT SERVICES							
							\$0	\$0
	Total value of in-kind direct services						\$0	\$0
LEAD AG	ENCY ADMINISTRATIVE COSTS							
	Lead Agency admin (4% max of total contracted 5)			\$2,936.42	\$6,700			\$18,000
SUBTOTA								
	Subtotals DIRECT SERVICE	85	\$13,422	\$82,203	\$60,300	\$0	\$0	\$11,629
	Subtotals Admin/Indirect	15	\$13,939	\$2,936	\$6,700	\$0		\$18,000
TOTALS								
	Total budgeted per column		\$27,361	\$85,139	\$67,000	\$0	\$0	\$29,629
	Total BUDGETED	100	\$112	2,500	\$67,000	\$0	\$0	\$29,629
	BALANCE remaining to allocate		\$	0	\$0			
	TOTAL GRANT AWARD/ALLOCATION TO SITE		\$112	2,500	\$67,000		\$0	
ASES req	BALANCE remaining to allocate		\$	0	\$0		\$0	
awarded.	ph amount conviced for this grant:		37,500					
	ch amount required for this grant: count toward 25% of this match requirement:		9,375					
	g match amount required:		28,125					
Match sho	ould be met by combined OFCY funds, other site vate dollars, and in-kind resources. This total		0					
	ch amount left to meet:		28,125					

Required Sign	natures for Budget Approval:	
Principal:		
Lead Agency:	Ph	

### **OUSD After School Programs**

funded by After School Education and Safety (ASES) and 21<sup>st</sup> Century Community Learning Center (21<sup>st</sup> CCLC)

Grants

### ASES and 21<sup>st</sup> CCLC After School Program Plan Elementary & Middle Schools 2015 – 2016

**SECTION 1: School Site Information** 

School Site: East Oakland PRIDE	Lead Agency: East Bay Agency for Children
Principal Signature:	Lead Agency Signature: Zuba Leo
After School Site Coordinator Name (if known at this time): Ann Ngo	Date: April 1, 2015

## SECTION 2: Alignment with Site Plan (SPSA), Major Improvement Priorities

In collaboration with school leadership, identify the school's Major Improvement Priorities where this after school program is identified for its high leverage practices.

### SPSA v1: Improvement Priority #1

- Main Goal: Increase by 15 percentage points the percent of students (2nd-5th grade) reading at or above grade level as measured by SRI
- Related School Goal: 5 focal students per classroom will move from below grade-level to at grade-level in reading as measured by the end of the year SRI (Grades 2-5) or F&P (Grades K-2)
- Related School Goal: At least 60% of students will grow 1 year in reading as measured by SRI (Grades 2-5) or F&P (Grades K-1)

### SPSA v1: Improvement Priority #2

- Main Goal: Students will begin to demonstrate understanding of and adherence to common space and classroom expectations as measured by 40% reduction in office referrals by the end of the 2014-2015 SY.
- Related Goal: Student will attempt to solve problems peacefully at least 50% of the time as measured by 50% reduction in OSS by the end of the 2014-2015 SY.

### SPSA v1: Improvement Priority #3

 Main Goal: At least 60% of students will be proficient in grade-level CC standards as measured by the C-EOU Assessment and/or EOY SBAC Math assessment.

### **LCAP Strategic Priorities**

In collaboration with school leadership, identify the specific LCAP goal(s) that this afterschool program will intentionally support.

- College & Career Readiness (LCAP Goal 1)
- X Literacy (Proficiency on Standards, Grade Level Reading, English Learners Reading Fluency-LCAP Goals 2, 3, 4)
- X Mathematics/STEM Proficiency (Proficiency on State Standards—LCAP Goal 2)
- X Student Engagement (LCAP Goal 5)
- Parent/Family Engagement (LCAP Goal 6)
- X Safe, Healthy & Supportive Schools (LCAP Goal 7)

# State 3 – 4 primary goals of the After School Program and intended impacts for participating students. Describe how these after school goals align with the school's Major Improvement Goals and Strategies identified in its SPSA plan.

- 1. Lion's PRIDE Academy will provide a safe, nurturing, and enriching haven for all students after the school day.
- 2. Lion's PRIDE Academy will expand the opportunities for our students to participate in high quality academic, cultural, and community enrichments.
- 3. All Students will participate in Health & Wellness, Physical Activity, English Language, and Science academic and enrichment classes Monday through Friday.
- 4. Targeted students will attend intervention with day school teachers for math and literacy 4-5 times weekly to improve literacy and math skills.

SECTION 3: OUSD Strategic Questions Complete the matrix for at least two of the following four OUSD Strategic questions.							
Strategic Questions/Desired Outcomes  As a result of our ASP efforts	What after school strategic activities will support the desired outcomes?	Outcomes of Strategic Activities What short-term outcomes will you expect from your efforts by the end of the school year?	Data used to assess the strategic activities  What data will be collected to measure these outcomes?				
High School Graduation: How many more Oakland children are graduating from high school?	<ul> <li>A variety of high quality enrichment classes will be offered during afterschool programming.</li> <li>Program will utilize Health &amp;</li> </ul>	Students' attendance will improve due to their increase in engagement in afterschool program activities.	Attendance will be taken daily and during program and family events.				

Satisfactory School Day Attendance: How many more Oakland children are attending school 95% or more?	Wellness, Physical Activity, English Language, and Science academic/ enrichment curriculum.  All projects will culminate in a Family End of Quarter presentation and celebration.  Inform parents about the importance of attendance and encourage parents to help each other get their students to class.  Track students with poor program attendance and reach out to families to find out why and how attendance could be improved.  Celebrate good attendance and/or offer meaningful incentives to attract and reward students for attending our program.  Consistent and stable relationships between staff and students and staff and families.	Students' attendance will improve due to the increase of parent, school day teacher, and afterschool involvement. Students will state that they are satisfied with program. Stronger relationships between students and staff and families and staff.	<ul> <li>Attendance will be taken daily and during program.</li> <li>Program will have 85% ADA.</li> <li>80% of surveyed students will state that they enjoy coming to the afterschool program.</li> <li>90% of surveyed students will state that there is an adult who cares about them in the afterschool program.</li> </ul>
Job Skills/Career readiness: How many more students have meaningful internships and/or paying jobs?			
Health and Well-being: How many more Oakland children have access to, and use, the health services they need?	<ul> <li>Staff and/or Site Coordinator will participate in IEP, SSTs, COST meetings for students.</li> <li>Classes and activities related to nutrition, cooking, and physical activity will be provided to promote the health and well-being of all students involved in afterschool programming.</li> <li>The mental health services provided on site are EBAC</li> </ul>	<ul> <li>Students will have daily access to healthy foods and the opportunity to participate in physical activities.</li> <li>Families will feel more connected to afterschool program staff because of our attendance to IEPs and SSTs.</li> <li>Increased education of parents who attend our family workshops on various parenting and health related</li> </ul>	<ul> <li>Attendance will show that all students participating in the afterschool program will have better access to information, snacks and opportunities to making healthier lifestyle choices.</li> <li>Staff and/or Site Coordinator will participate in 80% of IEPs, SSTs or COST</li> </ul>

staff and therefore we are connected closely with these services at EOP. Students who are in need of mental health support are referred. Staff also receives resources when needed. topics.

 Students and families will be better supported due to our efforts. meetings for students in the afterschool program.

### SECTION 4: Program Model and Lead Agency Selection

For 2015-2016, my site will operate the following program model:

- Traditional After School: voluntary program open to all students, with enrollment priorities targeting certain students
- ☐ Extended Day Program: additional class periods offered to students after the end of the regular bell schedule, for targeted grades and/or for all students of the school (Note: extended day classes must **not** appear on the school bell schedule)
- ☐ Blended/Hybrid: combination of some extended day and some traditional after school programming

Description and Rationale for Selection of Lead Agency

Describe how the selected Lead Agency partner will support the school's plans for Full Service Community School development.

Founded in 1952, East Bay Agency for Children's (EBAC) mission is to improve the well-being of children, youth and families by reducing the impact of trauma and social inequities. EBAC is committed to building a comprehensive, place-based continuum of accessible, trauma-informed and culturally relevant services that build resiliency, aid in recovery, and, where possible, prevent exposure to adverse childhood experiences. EBAC's core focus is serving children, youth and families in the East Bay, with a particular commitment, knowledge, and cultural competence in serving children and communities disproportionately impacted by poverty, violence, marginalization, loss of loved ones, and other forms of trauma. EBAC programs help 20,000 children and families annually; 95% of people served are low-income, and nearly all are limited English proficient, communities of color, newly immigrated, refugees and migrants. EBAC's 18 programs are guided by prevention, recovery and resilience service strategies and are delivered by multilingual and multicultural staff who collectively speaks 21 languages. Program areas include: student and family support services, specialized therapeutic and educational programs and community-based prevention programs.

For almost 15 years, EBAC has had a presence at EOP as the mental health service provider and is expanded this partnership in the 2013-2014 school year to include the Lion's PRIDE Academy Afterschool Program. Due to our history with this school community our agency is a good match for this community. EBAC's afterschool programs in East Oakland help to fulfill our vision of reducing barriers that contribute to wellness for socio-economically disadvantaged and racially marginalized families by providing children and youth with access to high quality academic and enrichment activities that may otherwise have been inaccessible or cost prohibitive. Afterschool participants gain important social and leadership skills, feel a sense of pride and accomplishment in learning new things, and have opportunities to be physically active. EBAC Afterschool staff is committed to supporting our youth participants in growing, thriving and meeting their full potential.

### SECTION 5: Attendance, Program Dates, Minimum Days, and Program Schedule

In order to remain in compliance and meet minimum funding requirements, the after school program must commence immediately upon the conclusion of the regular day and operate at least until 6pm *on every regular school day* for elementary and middle schools. (EC 8483)

High school programs are required to operate a minimum of 15 hours per week.

\* CDE allows programs to close for a maximum of 3 of these days during the school year for professional development. Families must be notified of these program closure dates in advance, and the lead agency must maintain documentation of professional development activities offered on these dates, including training agenda and staff sign in sheets.

Required # of Program Days your program will operate during School Year 2015-2016 (programs are required to operate between 177 – 180 days of the school year)	177
Projected Daily Attendance during School Year 2015-2016	85
Programs are allowed up to three days of program closure during the school year to offer staff professional development. Please list the three days (if any) your program plans to close this year for PD.	12/18/2015, 4/1/2016, 6/9/2016

### Minimum Days

Elementary and middle school after school programs are required to operate from the end of the school day to 6pm. When a school holds minimum days, the after school program must begin early and run a long day until 6pm. Minimum days have significant impact on the after school staffing and budget. Thus, during the program planning process, school leadership and the lead agency partner must discuss the anticipated number of minimum days for the program year, and discuss shared resources to fund minimum day programming when the number of minimum days exceeds the typical OUSD schedule of one minimum day per week for the school year.

Projected Number of Minimum Days for School Year 2015-2016

37 Wednesday minimum days and 16 additional minimum days = 53 total

Describe funding plan to operate program on minimum days, including additional school resources (if any), to support full program implementation on all minimum days: **No School Funds available to support the additional minimum days** 

## Program Schedule

- 1. Submit program schedule as an attachment, using the standard program schedule template. The after school schedule must indicate the school name and the program year.
- 2. Submit a copy of the school bell schedule for the 2015-16 school year.

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

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

### **SECTION 6: Academics**

Your site should plan to offer a range of academic supports including:

1) Targeted Interventions 2) Skill-Building 3) Homework Support 4) Tutoring

Other possible supports may include computer lab, library exploration, project-based learning, coordination with SES tutoring. Academic activities should be aligned with school goals and support specific student achievement needs defined by the school. Activities should be based on sound instructional strategies aligned with the regular school day program.

**Required Elementary Academic Programming:** Elementary programs are required to provide at least 1 hour of literacy instruction per week for all students. (Curriculum and PD will be provided by OUSD After School Literacy Learning Community.) Programs are highly encouraged to provide after school math and science instruction. There will be learning communities to provide math and science curriculum and PD.

Description of program/activity	Target Population	Academic Support (choose one)	SPSA goal(s) or school need supported by activity	Instructional Strategies	Frequency (hrs/week; # of weeks)	Measurable Outcomes
Students will work in grade-leveled groups to do homework.  Students will listen to grade specific read-aloud daily (10 minutes a day, 4 days a week).  Students will participate in EL Reading Discussions that use at least 2 EL Strategies.  Students will also receive attention and/or clarification by instructor to support students with homework.  Students will engage in	K-5 <sup>th</sup> grade	x Homework Support  Tutoring Skill Building Academic Intervention Other	SPSA v1: Improvement Priority #1  Main Goal: Increase by 15 percentage points the percent of students (2nd- 5th grade) reading at or above grade level as measured by SRI.	45 minutes daily Small groups Peer support Read aloud modeling by instructors Leveled reading	Students will receive support for 45 minutes 4 days a week.	100% of students who are present will receive homework support and will begin their silent reading during program.  Overall, afterschool participants will show an overall increase in their reading levels as measured by SRI.

independent silent sustained reading with books based on						
individualized reading levels.  Afterschool program kids receive required academic intervention mentoring from day school teachers to increase math and reading achievement. ASP supports the day school by allowing to be pulled during afterschool hours.	1 <sup>ST</sup> - 5 <sup>TH</sup> BB and FBB	☐ Homework Support x Tutoring ☐ Skill Building x Academic Intervention ☐ Other	SPSA v1: Improvement Priority #1  Main Goal: Increase by 15 percentage points the percent of students (2nd-5th grade) reading at or above grade level as measured by SRI.  SPSA v1: Improvement Priority #3  Main Goal: At least 60% of students will be proficient in grade-level CC standards as measured by the C-EOU Assessment and/or EOY SBAC Math assessment.	EOP teachers will refer students to intervention services.  Students will attend 4-5 times weekly in 30 minutes sessions with assigned day teachers for math and literacy intervention.  May include technology- based intervention. Individualized data will be used for specific needs during intervention.	Students will attend 4-5 times weekly in 30 minutes sessions with day school teachers for math and literacy intervention and/or computer lab activities (Accelerated Reader).	Overall, afterschool participants will show an overall increase in their reading levels as measured by SRI.
Program Instructors will use at least 2 English Language General Strategies during Academic and Enrichment classes for K-5th Grade students Monday-Friday.	K-5 <sup>th</sup>	x Homework Support  Tutoring x Skill Building x Academic Intervention Other (Project-Based Learning)	SPSA v1: Improvement Priority #1  Main Goal: Increase by 15 percentage points the percent of students (2nd-5th grade) reading at or above grade level as measured by SRI.  SPSA v1: Improvement Priority #3  Main Goal: At least 60% of students will be proficient in grade-level CC standards as measured by the C-EOU Assessment and/or EOY SBAC Math assessment.	Small groups Peer support English Language General Strategies facilitated by instructors across classes	Students will receive support for 45 minutes 4 days a week.	Overall, afterschool participants will show an overall increase in their reading levels as measured by SRI.

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

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

**Recommended Middle School Program Components:** Middle schools are highly encouraged to provide after school STEM instruction and youth leadership programming for students. (These program components are required for 21<sup>st</sup> Century middle school programs.) STEM and Building Intentional Communities youth leadership curriculum and PD will be provided by OUSD after school learning communities.

Description of Program/ Activity	Rationale	SPSA goal(s) or school need supported by activity	Target Population and Frequency (hrs/week; number of weeks offered)	Targeted Skills	Measurable Outcome
Cooking: Students will engage in cooking foods from around the world. Students will also be able to explore cultural history and geography.	■ Student Identified ■ School Identified ■ Parent Identified □ Other (specify)	SPSA v1: Improvement Priority #2  Main Goal: Students will begin to demonstrate understanding of and adherence to common space and classroom expectations as measured by 40% reduction in office referrals by the end of the 2014-2015 SY.  Related Goal: Student will attempt to solve problems peacefully at least 50% of the time as measured by 50% reduction in Out of School Suspensions (OSS) by the end of the 2014-2015 SY.	Students will engage in activities 1 hour per day, twice a week.	☐ College/Career Readiness ☐ Social Skills/Conflict Res. ☐ Leadership ☐ Academic (specify) ■ Health/Fitness ☐ Other (specify)	Students will display their work during family showcases three times a year.  Overall student discipline referrals to the office and student suspensions will decrease. This information will be tracked in google docs.
Around the World: Students will engage in learning about the foods, clothing, music,	<ul> <li>Student Identified</li> <li>School Identified</li> <li>Parent Identified</li> <li>Other (specify)</li> </ul>	SPSA v1: Improvement Priority #2 Main Goal: Students will begin	Students will engage in activities 1 hour per day, twice a	□ College/Career Readiness ■ Social Skills/Conflict Res.	Students will display their work during family

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and livelihood of people from different countries. Students will also be able to explore the cultural history and geography of various countries.		to demonstrate understanding of and adherence to common space and classroom expectations as measured by 40% reduction in office referrals by the end of the 2014-2015 SY.  Related Goal: Student will attempt to solve problems peacefully at least 50% of the time as measured by 50% reduction in OSS by the end of the 2014-2015 SY.	week.	■ Leadership □ Academic (specify) □ Health/Fitness ■ Other (cultural awareness)	showcases three times a year.  Overall student discipline referrals to the office and student suspensions will decrease. This information will be tracked in google docs.
Drumming: Students will engage in learning about the foods, clothing, music, and livelihood of people from different regions. Students will also be able to explore the cultural history and geography.	■ Student Identified ■ School Identified ■ Parent Identified □ Other (specify)	SPSA v1: Improvement Priority #2  Main Goal: Students will begin to demonstrate understanding of and adherence to common space and classroom expectations as measured by 40% reduction in office referrals by the end of the 2014-2015 SY.  Related Goal: Student will attempt to solve problems peacefully at least 50% of the time as measured by 50% reduction in OSS by the end of the 2014-2015 SY.	Students will engage in activities 1 hour per day, twice a week.	☐ College/Career Readiness ■ Social Skills/Conflict Res. ■ Leadership ☐ Academic (specify) ☐ Health/Fitness ■ Other (cultural awareness)	Students will display their work during family showcases three times a year.  Overall student discipline referrals to the office and student suspensions will decrease. This information will be tracked in google docs.
Building Intentional Communities: Students will participate in community building activities during academic hour that will expose them to leadership skills.	■ Student Identified ■ School Identified □ Parent Identified □ Other (specify)	#2 Main Goal: Students will begin to demonstrate understanding of and adherence to common space and classroom expectations as measured by 40% reduction in office referrals by the end of the 2014-2015	Students will engage in activities 1 hour per day, once a week	☐ College/Career Readiness ■ Social Skills/Conflict Res. ■ Leadership ☐ Academic (specify) ☐ Health/Fitness ☐ Other (Art Education)	Student will have a culminating project that will demonstrate their appreciation of their community.  Students will display their work during family

		SY.  Related Goal: Student will attempt to solve problems peacefully at least 50% of the time as measured by 50% reduction in OSS by the end of the 2014-2015 SY.			showcases three times a year.  Overall student discipline referrals to the office and student suspensions will decrease. This information will be tracked in google docs.
Sports Skills: Students will participate in organized recreational activities in order to practice good sportsmanship and positive communication.	■ Student Identified ■ School Identified □ Parent Identified □ Other (specify)	SPSA v1: Improvement Priority #2  Main Goal: Students will begin to demonstrate understanding of and adherence to common space and classroom expectations as measured by 40% reduction in office referrals by the end of the 2014-2015 SY.  Related Goal: Student will attempt to solve problems peacefully at least 50% of the time as measured by 50% reduction in OSS by the end of the 2014-2015 SY.	Students will engage in activities 1 hour per day, twice a week.	☐ College/Career Readiness ■ Social Skills/Conflict Res. ■ Leadership ☐ Academic (specify) ■ Health/Fitness ☐ Other (specify)	Students will display their work during family showcases three times a year.  Overall student discipline referrals to the office and student suspensions will decrease. This information will be tracked in google docs.
Visual Arts: Students will participate in art activities that will expose them to shapes, shading, and perspective drawing.  Students will also learn about different art mediums and history.	■ Student Identified ■ School Identified □ Parent Identified □ Other (specify)	SPSA v1: Improvement Priority #2  Main Goal: Students will begin to demonstrate understanding of and adherence to common space and classroom expectations as measured by 40% reduction in office referrals by the end of the 2014-2015 SY.	Students will engage in activities 1 hour per day, twice a week.	☐ College/Career Readiness ☐ Social Skills/Conflict Res. ☐ Leadership ☐ Academic (specify) ☐ Health/Fitness ■ Other (Art Education)	Students will display their work during family showcases three times a year.  Overall student discipline referrals to the office and student suspensions will decrease. This

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		Related Goal: Student will attempt to solve problems peacefully at least 50% of the time as measured by 50% reduction in OSS by the end of the 2014-2015 SY.			information will be tracked in google docs.
Ballet Folklorico: Students will learn the history, purpose and skills of Ballet Folklorico. They the different regions and history of Mexico, where each of the dances come from. Students will have the opportunity to partner with peers in preparation for the showcase performance.	☐ Student Identified ■ School Identified ■ Parent Identified ☐ Other (specify)	SPSA v1: Improvement Priority #2  Main Goal: Students will begin to demonstrate understanding of and adherence to common space and classroom expectations as measured by 40% reduction in office referrals by the end of the 2014-2015 SY.  Related Goal: Student will attempt to solve problems peacefully at least 50% of the time as measured by 50% reduction in OSS by the end of the 2014-2015 SY.	Students will engage in activities 1 hour per day, twice a week.	□ College/Career Readiness ■ Social Skills/Conflict Res. ■ Leadership □ Academic (specify) ■ Health/Fitness □ Other (specify)	Students will display their work during family showcases three times a year.  Overall student discipline referrals to the office and student suspensions will decrease. This information will be tracked in google docs.
Hip Hop: Students will learn the history, purpose and skills of Hip Hop Culture and Dance. Students will have the opportunity to partner with peers in preparation for the showcase performance.	☐ Student Identified ■ School Identified ■ Parent Identified ☐ Other (specify)	SPSA v1: Improvement Priority #2  Main Goal: Students will begin to demonstrate understanding of and adherence to common space and classroom expectations as measured by 40% reduction in office referrals by the end of the 2014-2015 SY.  Related Goal: Student will attempt to solve problems peacefully at least 50% of the time as measured by 50% reduction in OSS by the end of the 2014-2015 SY.	Students will engage in activities 1 hour per day, twice a week.	☐ College/Career Readiness ■ Social Skills/Conflict Res. ■ Leadership ☐ Academic (specify) ■ Health/Fitness ☐ Other (specify)	Students will display their work during family showcases three times a year.  Overall student discipline referrals to the office and student suspensions will decrease. This information will be tracked in google docs.

### SECTION 8: FAMILY ENGAGEMENT / FAMILY LITERACY

After school provides an excellent context to foster parent involvement, connect families to the larger school community, and share important information related to the after school and regular school day programs. After school family engagement efforts should be aligned with school day efforts, and support school goals for family involvement. A variety of activities may be offered, including: parent workshops, family celebrations, parent-and-child-together activities, parent leadership and volunteer opportunities.

Family literacy is a required component of all 21<sup>st</sup> Century after school programs. Family literacy services support the educational goals of adult family members, connect them to resources and services in the community, and increase their ability to support their student's learning and development. For 21<sup>st</sup> Century grantees who receive Family Literacy funding: *The activities listed* 

below must align to your 21st Century Family Literacy budget plan.

Type of Activity and Frequency	SPSA goal(s) or school need supported by activity	Describe how this activity is connected to student achievement	Measurable Outcome	Alignment with school day family engagement / family literacy efforts or resources
Student & Family Showcases	Main Goal: Students will begin to demonstrate understanding of and adherence to common space and classroom expectations as measured by 40% reduction in office referrals by the end of the 2014-2015 SY.  Related Goal: Student will attempt to solve problems peacefully at least 50% of the time as measured by 50% reduction in OSS by the end of the 2014-2015 SY.	Students will present their projects at Family Showcases throughout the year during the Fall, Winter and Spring.	At least 75% of parents will attend this event.  100% of students will contribute work for this event.	Collaborate with Parent Center, volunteers, community members, and school staff.

### **SECTION 9: Chronic Absence Action Plan**

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

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

### keep students engaged and coming.

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

Strategies to Support Attendance	Action Steps
<ul> <li>a) Recruit and address the needs of students who are at risk of chronic absenteeism.</li> </ul>	Obtain chronic absence reports, attendance reports, and tardy lists from main office.
b) Inform parents about the importance of attendance and encourage parents to help each other get their students to class.	Mandatory parent orientation in the Fall explaining attendance policy and the importance of attendance.
c) Track students with poor program attendance and reach out to find out why and how attendance could be improved.	Track students through Google Docs/ City Span to check for absences and contact home for information about student and how to assist families.
d) Celebrate good attendance and/or offer meaningful incentives to attract and reward students for attending our program.	School-wide monthly assemblies for students with perfect attendance as well as rewards with prizes.

### **SECTION 10: Transforming School Culture and Climate**

After school programs can play a critical role in support the school's efforts to transform school culture and climate, helping to make schools positive, supportive places for all students to stay engaged, be successful, and thrive.

- a) The following are paths that OUSD schools are taking to change discipline and transform school culture and climate. What strategy/strategies is your school utilizing to transform school culture and climate?
- PBIS (Positive Behavioral Interventions and Support)

Restorative Justice

X Social and Emotional Learning

Bullying Prevention

Other: (please specify):

- b) How will the school and lead agency partner work together to ensure that the after school program is aligned and supporting these efforts, and helping to transform school culture and climate? (ie. shared professional development, curriculum, coaching, planning meetings, COST meetings, etc.)
- LPA will integrate the 4 Afterschool PRIDE values (compassion, honesty, responsibility, and respect) into their afterschool program systems including positive behavior, instructor and student expectations, etc. Site Coordinator also sits on the School Culture/Climate Committee that aligns our afterschool program goals to the school goals and needs.

c) Reducing the disproportionate suspension rates of African American students is a key priority for OUSD. Please describe any special efforts your after school program is taking to support the school engagement, social-emotional well-being, and/or academic success of African American students at your school (i.e. Manhood Development circles, Ethnic Studies curriculum, recognition ceremonies for student accomplishments, Black professionals as role models or mentors, etc.):

We will support the school day in their efforts. Our program staff will work closely with the Higher Ground mentor coaches who provide support to students during the school day around communicating their feelings and descalation strategies. EBAC will ensure that we have a diverse applicant pool of candidates applying for our afterschool staff. (We want our staff to reflect the make-up of our students.) East Oakland PRIDE day program will help afterschool provide culturally relevant programs for tutoring and mentoring for all students of color. Throughout the day, students will be integrated in all classes in day and afterschool. EBAC also has mental health clinicians on staff to support the school, students and families in these areas. EBAC will also be providing training to staff on working with boys of color through Brother's on the Rise.

### **SECTION 11: Coordination with Other Service Providers** In the Full Service Community School model, the school becomes a hub of services where various types of service providers come together, work together, and coordinate their efforts to meet the holistic needs of students and families. The after school Site Coordinator or Director will actively participate in which ■ COST team (Coordination of Services Team) of the following school group(s), in order to increase alignment between after ■ SST (Student Study Team) school and school day efforts? SSC (School Site Council) ☐ ELT (Educational Leadership Team) T PTA ■Attendance Team/Workgroup SPSA Site Planning team ■School Culture/Climate Committee ☐ Other (specify) List key community partners whom you will actively collaborate with to Americorps (BAYAC), EBAC, Be the Change accomplish the goals of your program. Consulting curriculum, OUSD List all subcontractors who will be paid to deliver after school services. Ballet Folklorico - Love, Learn, Success. Identify other service providers and support personnel at your school (ie. Mental Health Clinicians, School Nurse, Parent school psychologist, School Based Health Center staff, counselor, mental Liaison, School Psychologist, Quality Support health therapist, school nurse, parent liaison, etc.) whom you will actively Coach, School Secretary, SSO, and Custodian. collaborate with to accomplish the goals of your program.

### 2015-16 After School Enrollment Policy for East Oakland PRIDE Elementary School

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

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

Target Population: (Describe targeted student populations in order of priority. Specify data that will inform student selection.)

Target Population(s)	Specific Data to Inform Selection of Program Participants	(High School Only) Indicate if participation is <i>Optional</i> or <i>Mandatory</i> for each target population
Students in need of academic support and intervention to improve or sustain academic performance.	Benchmark, CELDT, FP, SRI, performance, Grades	N/A
Students in need of social-emotional support.	Teacher or counselor referral/recommendation, Parent/Caregiver feedback	N/A
Students with siblings already enrolled in after school program based on above priorities.	Parent/Caregiver feedback	N/A

### Which grade levels will you serve in this program? 1st-5th Grade

Note: The ASES and 21<sup>st</sup> CCLC grants require that programs are open to all students of the school, if space remains after outreach is done to targeted students. (For example, if program slots remain open after you have reached out to fill slots with target populations identified above, then by law, you must accept a kindergarten family that desires program services, even if your program prioritizes students in grades 1-5.)

### **Additional Notes:**

- Successful after school programs are heterogeneous and include several target populations.
- Sites cannot simply utilize a first come-first serve process for enrolling students; sites should establish priorities for participation.
- Programs are intended to help close the achievement gap by serving a variety of students with academic and other needs.
- In alignment with OUSD's strategic goal to reduce chronic absenteeism, programs should consider targeting students at risk of chronic absenteeism, as determined by individual attendance rates between 90 95% during the current school year. (Programs should collaborate with school site leadership to obtain student attendance data.)

Program must enroll adequate numbers of students to meet CDE attendance targets.

Enrollment Process and Timeline: (Summarize your enrollment timeline below. Describe how your school will identify and recruit students beginning in Spring 2015. Indicate how families will be notified of 2015-16 enrollment before the last day of school, June 11 2015)

Timeline	After School Enrollment Steps/Process	Individual(s) responsible
May-June	Spring Enrollment	Site Coordinator
August	Summer Mailing	Site Coordinator
August	Mandatory parent orientation	Site Coordinator
August- September	Fall Enrollment	Site Coordinator

### Important dates to include in your timeline:

- April June: Spring enrollment for 2015-16 programs.
- Families will be notified of 2015-16 after school enrollment before the last day of school, June 11, 2015.
- After school programs begin on 1st Day of school, with enrollment at a minimum 75% capacity.
- August September: New school year enrollment of families for remaining program slots.
- Remaining program slots will be filled by September 30, 2015.
- All programs must maintain waitlists after program slots are filled.

School Support for Program Recruitment

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

May- June, Principal and Site Coordinator will work together in order to enroll students currently in the afterschool program. Principal and School Day Teachers will then analyze academic data in order to select and refer students based on academic need. Before June. Site Coordinator will provide information for the Mandatory Parent Orientation to the front office for summer mailing. Throughout the year, the front office will have applications in both Spanish and English for parents. Further, front office staff will have contact and afterschool information to share with parents as needed.

**Principal Signature:** 

Lead Agency Signature:

## 2015-16 Assurances for Grant Compliance and After School Alignment with School Day

Principal and Lead Agency representative will review and discuss each assurance below, and initial next to each item to signify agreement. Attached separately are the following documents referenced below: 1) Grant Assurances signed by OUSD Superintendent, 2) After School MOU template, and 3) Quality Support Coach/Academic Liaison Role Description.

Principal initials	Lead Agency initials	2015 – 16 Assurances for Grant Compliance and After School Alignment with School Day
GUR	RY	Site Administrator and Lead Agency Director/Site Coordinator have reviewed the CA Dept of Education's ASES and/or 21 <sup>st</sup> Century Grant Assurances, and understand mandated grant compliance elements.
ON	PS	Site Administrator and Lead Agency Director have reviewed the Lead Agency After School MOU together, and agree to the requirements outlined in the MOU for the lead agency partner.
	PJ	Site Administrator will meet regularly with Site Coordinator to ensure program is meeting identified goals.
AF.	PI	Site will share student outcome data to better refine program (Attendance data, test scores, Report Cards, IEP's, etc).
OR.	RI	The principal and lead agency partner have reviewed and discussed the Quality Support Coach key responsibilities. Both Principal and lead agency partner understand that this role is critical for strengthening staff practices and the quality of the after school program. Site will identify a certificated, qualified individual to serve as the program's Quality Support Coach and to fulfill all responsibilities outlined in the role description.
WP	PI	Site will invite Site Coordinator and appropriate after school staff to participate in school day meetings and professional development opportunities, in order to ensure consistency in standards of teaching and learning and positive school climate.
00	RI	Site will invite Site Coordinator to participate on SSC, COST, SST, and/or SPSA planning teams to ensure coordination of services.
	RI	Site will coordinate the use of facilities and site level resources in support of program goals.
20	RL	Site will provide Site Coordinator with office space that includes access to internet and phone.
Bo	RX	Site Administrator will share the School Site Safety Plan with the Site Coordinator and discuss appropriate policies and procedures to ensure safety during the after school hours.

Principal Signature:

Lead Agency Signature:

ASES and 21st CCLC After School Programs 2015-2016

## Quality Support Coach (formerly called "Academic Liaison")

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

- · Provide classroom observations, coaching support, and trainings to improve staff practices and program quality.
- Support the after school program's Assess Plan Improve program quality improvement cycle by helping after school programs gather and review data on program quality, make plans for improvement, and receive training and coaching supports aligned to improvement plans.
- Bridge the after school program with school day goals, priorities, curriculum, pedagogy, and data.
- Provide lesson planning support and lesson modeling to strengthen after school instruction.
- Help develop/design after school academic offerings and curriculum, and support alignment of after school activities with the Common Core standards

The Quality Support Coach can be a credentialed teacher from the school faculty or other qualified professional working with the school (for example, a Literacy Specialist, Math Coach from LCI, BTSA Coach, etc.). This individual will receive training and specific direction on the Quality Support Coach role from the OUSD After School Programs Office. The After School Programs Office will provide specific deliverables aligned with the key job duties listed above. The required budget allocation for this position is \$2,500 for the year, equivalent to 83 hrs/year at a Paid-In-Service contract rate of \$30.12/hour.

Quality Support Coaching Planning
a) Please identify who will fulfill the Quality Support Coach role for 2015-16:
<ul> <li>□ A credentialed teacher on staff who has effective skills and experiences in coaching and/or adult learning</li> <li>□ A qualified professional who is part of the school staff</li> </ul>
☐ An OUSD coach connected to the school (i.e. LCI Literacy or Math coach, BTSA coach, etc.) ☐ Other individual (please specify in detail):
If known, please specify the name of the person who will fill the Quality Support Coach role, and identify his/her role in the school:
b) Some schools are challenged in finding a qualified individual on staff who can fulfill the Quality Support Coach role. In this case, the OUSD After School Programs Office will work actively to try to find an OUSD coach to match with the school. Please mark:
My school needs support in finding an individual who can effectively fulfill the role of Quality Support Coach.  ■ Yes □ No

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In addition to a Quality Support Coach, some schools choose to have teachers on extended contract to provide direct service to students after school, such as after school intervention, support with programs like Achieve 3000 or Fast Forward, and academic enrichment.

Please list specific after school classes/activities that will be facilitated by teachers paid on extended contract. Important note: Teachers on extended contract who are providing direct services to students after school must be paid at the negotiated rate of \$23.16/hr (per OEA contract). After school grant funds can be utilized for this direct service work. The Quality Support Coach cannot provide direct service to students. The Quality Support Coach is primarily responsible for providing coaching and training, and is paid at the negotiated Paid-In-Service rate of \$30.12 for their staff capacity-building services. Teachers doing direct service work after school must be paid with an extended contract.

List after school classes/activities that will be facilitated by teachers on extended contract	Anticipated hours/week for teacher on extended contract
N/A	

Principal Signature:	Jan -	Lead Agency Signature: _	Reparter	

### After School Safety and Emergency Planning for 2015-16

After School Safety and Emergency Planning
A) The Comprehensive School Site Safety Plan will incorporate the After School Program. The Principal and Site Coordinator will discuss plans and procedures for after school safety, and the Site Coordinator will have access to the Comprehensive School Site Safety Plan.
■ Yes □ No
If no, explain after school plans to ensure student and staff safety should an incident of violence or other crisis/emergency occur on or near the school campus during after school hours:
B) Describe the training that site will provide after school staff on safety procedures, including lockdown procedures and communication protocols for crisis response.
School site will train Site Coordinator on all safety procedures such as lockdown, fire, and earthquake procedures. Site Coordinator will then train all afterschool program staff at the beginning of the school year. All emergency procedures are also written in afterschool program instructor manuals.
C) Principal and Site Coordinator have reviewed the OUSD After School Emergency/Crisis 1st Level Response Notification Protocol.  ■ Yes □ No
Facility Keys
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 has a school day SSO who can accommodate after school related work as part of their regular salary.
■ Site will pay Extra time/Over time (ET/OT) to accommodate an after school SSO.
☐ Site does not need an SSO or does not have the resources to have an after school SSO.
Principal Signature: Lead Agency Signature: Rekn Lead

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### **Professional Development and Staff Wellness**

**Professional Development:** After school staff should receive adequate professional development, including coaching support and trainings, in order to grow and improve their practice. Programs should utilize data from the YPQA/SAPQA youth program quality assessment tool to determine the areas of focus for professional development.

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

  Professional development: CPR, Fire Safety, Trauma Informed Care, Youth Development, Brother's on the Rise, SAPQA and PQI trainings, Building Intentional Communities, OUSD PLCs (Trauma Informed Care, Nutrition/ Wellness, ELL and Literacy/Language)
- b) What professional development opportunities will be provided by the school site?

School will provide literacy based trainings such as: Accelerated Reader, Reader's Workshop, Small Group Literacy Intervention.

c) ASPO professional development will consist of the mandatory August Institute (week of Aug. 3-6), mandatory monthly site coordinator meetings (2 hrs/month), the annual Bridging the Bay after school conference, and various professional learning communities (time commitment varies). Please mark:

I understand that professional development helps ensure program quality. My program is committed to providing/accessing professional development opportunities for after school staff, based on needs identified by program data. My program will adequately budget for staff time to participate in professional development over the course of the year (for key line staff, recommended at least 20 hours of PD/year). 

Yes 
No

#### **Staff Wellness**

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

Staff wellness will be incorporated into check ins at all of our weekly staff meetings. Site Director will check in individually with staff. Staff will be buddied up with another instructor for the school year and they will be responsible to each other to ensure that their buddy is following through with their self-care plan which will be created at the beginning of the year.

**Principal Signature:** 

**Lead Agency Signature:** 

ASES and 21st CCLC After School Programs 2015-2016

#### Exhibit B

ASES and 21st CCLC After School Program Plan and After School Budget Planning Spreadsheet

(Template distributed separately)

## **INSERT HERE**

#### Exhibit C

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

PARENT PERMISSION AND STUDENT INFORMATION - ELEMENTARY AND MIDDLE SCHOOLS

Ctudent's Nome		Grade			Date of Birt	<u>—</u> h
Student's Name		Grade			Date of Birt	n
Parent/Guardian Name (Please	print)	Signati	ure			Today's Date
		Oakland				
Home Address		City		Zip		
Home Phone	7	Work Pho	ne		Cell Phor	ne .
E	MERGENCY CO	NTACT :	INFO	RMATI	ON	
In case of emergency please co	entact:					
Name	Relationship	)		-	Phone: work	/home/cell
Does your child have health cov	verage?		Yes		No	
Name of Medical Insurance	Policy/ Insu	irance #		Prima	ry Insured's N	
	importance		Medic	cation S	Student is tak	ing
Medical History that may be of	mpor rance					
Medical History that may be of List any Allergies						
	510/268-377	0, ext. 110				
List any Allergies	510/268-377	0, ext. 110			-	
	510/268-377 Te	elephone			- ergency medi	cal treatment whic

After School MOU 2015-2016, page 17 of 29

that the Oakland Unified School Distric person or property as a result of partici discharge the Oakland Unified School D	hool program and that participation is voluntary. I understand t is not responsible for loss, damage, illness, or injury to pation in the after school program. I hereby release and istrict and its officers, employees, agents, and volunteers s, death, loss or damage as a result of after school program
✓Parent/Guardian Signature:	Date
STUDE	NT RELEASE/ PICK UP POLICY
	e After School Program will begin immediately after school is out t be released to go home from the After School Program until they e of the individuals listed below:
$   \overline{\checkmark} $	
Parent/Guardian/Caretaker Signature	Date
When I am unable to pick my child up, I child to:	give After School Program staff permission to release my
Name/Relationship	Phone Numbers: Home/Work/Cell
Name/Relationship	Phone Numbers: Home/Work/Cell
picked up by 6:00 p.m., After School Pro	n time. The program ends by 6:00 p.m. If students are not ogram staff are required by law to report to Child Protective instances of tardiness in picking up your child will result in
PERMISSION TO EVALUA	TE PROGRAMS AND TRACK STUDENT PROGRESS
cards, attendance, and other performance in instruction, and assessing the effectiveness	ram Staff to review my child's school data (test scores, report ndices), for the purpose of providing targeted support and academic of the After School Program. I also give permission for After progress and to require my child to complete evaluation surveys for iveness.
✓Parent/Guar	rdian Signature

After School MOU 2015-2016, page 18 of 29

RELEASE OF LIABILITY

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 childmaymay 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

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

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

Students who are able to fulfill these attendance requirements have priority for enrollment.

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

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

School Site:		
Name of Program:		
Name of Student:		
Grade:		
I request early release of my child from the Afte	r School Program at	_ o'clock p.m.
(please check reason)		
<ul> <li>I am concerned for my child's safety in return</li> </ul>	ing home by him/herself after dark.	
□ I am unavailable to pick my child up after this	time.	
Other:		
As parent/guardian, I hereby release and discharge officers, employees, agents and volunteers from a that my child may suffer as a result of his/her each	all claims for injury, illness, death, lo	ss or damage
$\checkmark$		
Signature of Parent/Guardian	Date	

After School MOU 2015-2016, page 20 of 29

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

FOR STUDENTS AGES AND OLDER O	
Name of Student:	-
Grade:	
Date of Birth of Student:	
If I arrive later than the dismissal time or am School Program:	unable to pick up my child at the end of the After
<ul> <li>I give the After School Program staff per program without supervision.</li> </ul>	mission to release my child from the afterschool
officers, employees, agents, and volunteers fi	harge the Oakland Unified School District and its rom all claims for injury, illness, death, loss or damage supervision if I arrive later than dismissal time or am fter School Program day.
$\checkmark$	
Signature of Parent/Guardian	Date

# OUSD After School Programs, 2015-16 SCHOOL

## **Student Health Form**

STUDENT INFORMATION	
	Date of Birth
	Language spoken in the home
PARENT/GUARDIAN INFORMAT Parent/Guardian Name (First, Last)	<u>ΓΙΟΝ</u>
Student's Home Address	
Phone (home)	
Parent/Guardian Cell #	Parent/Guardian Work #
EMERGENCY In case of emergency, please contact	t:
Name:	Relationship to student:
Phone Number:	
after school:	f these Health Conditions and requires management
	□ Student has Epi-pen at school
□ Asthma	□ Student has inhaler at school
□ Diabetes	□ Student has medication at school
□ Seizures	□ Student has medication at school
□ Sickle Cell Anemia	☐ Student has medication at school
□ Cystic Fibrosis	□ Student has medication at school
□ Other conditions:	□ Student has medication at school
Medications needed during the school Medications needed after school hours	day:

(Student Health Form p.1)

#### **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 staff to administer medication that my child may require during the after school program.

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

Date:	Parent or Guardian Signature:	
Print Name:		
Does your child have vision pro	oblems?	
Have you ever been notified th	at your child has difficulty seeing?	
Is your child supposed to wear	glasses?	

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

#### Exhibit D

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

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

Contact Information:			the second second
Site Name		Lead Agency Name	У
Name of Contact Person		Email	Josh.Leonard@ebac.org
Telephone		Fax	
The following Field Trips, Or Program will occur during:    Fall Semester- Augus   Spring Semester- Fell Summer Program (Spe	t 24, 2015 to Jar bruary 1, 2016 to	nuary 29, 2016 June 9, 2016	
Name of Field Trip, Off Sit	The second second		
and/or Off Site Activit	ties	Date(s)	Time(s)
			-
Site Coordinator Signature _		Date	<u> </u>
Lond Agency Director Signet	ure	Date	
Lead Agency Director Signat			

#### 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's Name		
(Print)		
Name of Custodial Parent or Guardian (if Participant is und	er 18):(Print)	
Signature:	Date:	
Participant Signature (flover 18) or Custodial Parent or Guar	dian Signature	
		EBRPD Waiver - Swim Use



## INVOICING AND STAFF QUALIFICATIONS FORM 2015-2016

#### **Basic Directions**

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

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

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

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



# PROCEDURE FOR INVOICING Oakland Unified School District Comprehensive After School Programs 2015-2016

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

- ◆ All 21<sup>st</sup> Century and/or ASES invoices <u>must be submitted to the OUSD After School Programs Office</u> in order to be processed and paid. We are located at 746 Grand Ave, Lakeview Campus, Room 2.
- ◆ All invoices must be generated on your organization's letterhead. This applies to both agency and individual contractors.
- ◆ To maintain invoicing consistency so that all necessary information is included, please <u>use the attached invoicing format</u>. Simply cut and paste the format onto your organization's letterhead. Please utilize the sample invoice as a guide. All of the information in the top section of the invoice template MUST be completed in order to process for payment. Also, in the body of the template, a detailed breakdown of charges must be provided, including number of hours worked and hourly rate. Failure to fully complete an invoice according to these specifications may result in a delay of payment.
- ◆ All invoices should <u>cover only one calendar month</u>, i.e. the 1<sup>st</sup> through the 30<sup>th</sup> or 31<sup>st</sup>.
- <u>Contractor</u>, <u>Agency</u>, <u>Site Coordinator</u>, <u>and Principal signatures</u> must be secured prior to submission of invoices to the After School Programs Office. All of these signatures must be originals.
- ◆ Invoices for the month are generally <u>due in the After School Programs Office by 5:00 p.m. on the 10<sup>th</sup> of the following month. This is not a steadfast rule; for example, the invoice for September 1-30<sup>th</sup> is due in our office on the 11<sup>th</sup> of October (the 10<sup>th</sup> is a Sunday). Invoices that are submitted after the due dates listed below will be processed the following monthly invoicing period.</u>

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, 2015	August 25, 2015			
September 10, 2015	September 25, 2015			
October 9, 2015	October 23, 2015			
November 10, 2015	November 20, 2015			
December 10, 2015	December 23, 2015			
January 8, 2016	January 25, 2016			
February 10, 2016	February 26, 2016			
March 10, 2016	March 24, 2016			
April 8, 2016	April 25, 2016			
May 10, 2016	May 23, 2016			
June 10, 2016 for May invoices	June 24, 2016			
June 13, 2016 for Final Billing	TBD			

If there are any questions regarding the invoicing process, please contact our office at (510) 273-1550.



## PROCEDURES for PAID INSERVICE/EXTENDED CONTRACTS and TIME SHEETS OUSD CERTIFICATED TEACHERS 2015-2016

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

#### Paying OUSD Certificated Employees (Teachers)

- Academic Liaisons should submit a Paid Inservice form and Extended Contract teachers should submit a "Request for Extended Contract" IN ADVANCE to approve all projected work to be completed, using appropriate Budget Org Key (Object Code usually -1120 or -1122)
- ◆ The FIRST submission of the Paid Inservice/Extended Contract paperwork must be accompanied by a timesheet in order to be processed by OUSD Payroll. No payment will be rendered until timesheets are submitted to our office.
- ♦ Have Employee sign Extended Contract & ALL Time Sheets
- ♦ Have Principal approve and sign Paid Inservice/Extended Contract & ALL Time Sheets
- Please be sure to submit ORIGINALS of all documents
- Please use only ONE SIDED Time Sheets
- Deliver to OUSD After School Programs Office All 21st Century and/or ASES Paid Inserivce/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 746 Grand Ave., Lakeview Campus, room
- ◆ Union Contract rate for teachers is \$23.16/hr.
- ◆ Union Contract rate for Academic Liaisons is \$30.12/hr.
- Once the Paid In-service form or Request for Extended Contract has been submitted and approved, only timesheets are required to be submitted for subsequent payments.

Paid In-service/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 2 weeks .***		
September 30, 2015	October 15, 2015		
October 30, 2015	November 132015		
November 20, 2015	December 15, 2015		
December 18, 2015	January 15, 2016		
January 29, 2016	February 12, 2016		
February 29, 2016	March 15, 2016		
March 31, 2016	April 15, 2016		
April 29, 2016	May 13, 2016		
May 31, 2016	June 15, 2016		
June 9, 2016	June 30, 2016		

If there are any questions regarding these documents or procedures, please contact our office at (510) 273-1550.



## PROCEDURES for EXTENDED TIME and/or OVERTIME FORMS (ET/OT) for OUSD CLASSIFIED EMPLOYEES 2015-2016

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 Custodial Services at 900 High Street.
- ◆ All SSO ET/OT forms must be submitted to the SSO Office at 1011 Union St.
- Any other ET/OT forms for 21<sup>st</sup> Century and ASES classified staff must be delivered to Oakland SUCCESS After School Programs Office in order to be processed and paid. Please see payment schedule in chart below. Forms that are submitted after the due dates listed below will be paid on the following Payroll Issue Date. We are located at 746 Grand Ave, Lakeview Campus, Room 2.
- 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, 2015	September 30, 2015			
September 30, 2015	October 15, 2015			
October 15, 2015	October 30, 2015			
October 30, 2015	November 13, 2015			
November 13, 2015	November 30, 2015			
November 20, 2015	December 15, 2015			
December 15, 2015	December 30, 2015			
December 18, 2015	January 15, 2016			
January 15, 2016	January 29, 2016			
January 29, 2016	February 12, 2016			
February 15, 2016	February 29, 2016			
February 29, 2016	March 15, 2016			
March 15, 2016	March 31, 2016			
March 31, 2016	April 15, 2016			
April 15, 2016	April 29, 2016			
April 29, 2016	May 13, 2016			
May 13, 2016	May 31, 2016			
May 31, 2016	June 15, 2016			
June 9, 2016	June 30, 201			

If there are any questions regarding these documents and procedures, please contact our office at (510) 273-1550.





Life is stressful for children today.

They can't learn when distracted by emotional, behavioral, and academic challenges they are illequipped to handle or when their families struggle to provide food, shelter and medical care for them.

With your help, East Bay Agency for Children strengthens children and families by empowering students to succeed in school and in life and by providing families the services and tools they need to support their children's education and well-being.

While East Bay Agency for Children provides intervention and prevention programs for over 20,000 children and families annually, your support ensures more at-risk children and youth will thrive.

"With budgets at every level of government being cut, including many types of support for children and youth, the impact of an organization like EBAC with a strong track record is substantial. They're helping raise the standard for student achievement, creating a more level playing field for kids so that they have a fighting chance to stay in school, to learn, and to have some of that learning reinforced at home and in the community."

Lisa Villarreal "rogram Officer, Education, San Francisco Foundation"

## Strengthening Children & Families



## Mental Health Counseling at School Sites

Through mental health counseling at over 40 public and charter schools in Alameda County, East Bay Agency for Children teaches at-risk children the skills they need to manage the emotional and behavioral challenges that disrupt their learning.

## Intensive Therapy in Special Classes

In specialized classrooms, East Bay Agency for Children clinicians provide intensive mental health therapy to students who have severe emotional and behavioral challenges. The goal is to prepare them to transition to mainstream classrooms.



### Student and Community Family Support Services

East Bay Agency for Children assists families to obtain the critical community, social, and health services they need to flourish including health insurance coverage under Covered California. We teach families the school-readiness and literacy skills necessary to support their children's education. Our after school programs give children the extra academic help needed to succeed, and teens exiting the juvenile justice system receive vital counseling and guidance to help them complete school, build healthy relationships and find gainful employment.

#### **Child Assault Prevention**

East Bay Agency for Children teaches children and youth how to reduce their vulnerability to abuse and assault, provides counseling services to those who have been victimized, and trains parents and other adults to build communities where positive, long-term relationships between children and adults grow and flourish.

### **Grief and Illness Support Services**

East Bay Agency for Children helps vulnerable children and hurting families cope with a life-threatening illness, loss, bereavement, or trauma through our peer support groups, crisis intervention services, and home-based counseling.

### \$1 Investment Becomes \$28 in Savings

According to the National Academy of Science, every dollar spent on prevention of mental illness among kids may be paid back as much as 28 times over the course of a lifetime in disability benefits never claimed, adult psychiatric care never needed and, in some cases, crimes never committed.

### Take the First Step to Empower a Child Today!

At www.EBAC.org you can make a financial donation to expand our proven services, sign-up to volunteer your time and talents, or discover other ways you can help build brighter futures and stronger communities.

East Bay Agency for Children Administrative Office: 303 Van Buren Ave Oakland, CA 94610 510-268-3770 x 118 info@ebac.org

www.EBAC.org

"EBAC provides a safety net for the students who are most at risk of failure, catching kids who typically fall through the cracks. EBAC is very good at addressing whatever is distressing them and looking at how those stressors affect their ability to succeed in school."

#### Barbara McClung

Program Manager Integrated Student Support Services
Oakland Unified School District





June 17, 2015

Julia Fong Ma Coordinator, After School Programs Family, School, and Community Partnerships Dept. Oakland Unified School District

Dear Ms. Ma;

This letter is to confirm that all East Bay Agency for Children employees, interns and volunteers are required to have DOJ and FBI fingerprint and TB clearances to be employed by EBAC and therefore to be assigned to OUSD schools.

Additionally, all of our employees, interns, and volunteers are required to renew their TB skin tests and/or chest x-rays every four years.

Sincerely,

Kevin Darby

Associate Director of Human Resources

East Bay Agency for Children

303 Van Buren Avenue

Oakland, CA 94610

510-268-3770 x1116

kevin.darby@ebac.org

303 Van Buren Ave. Oakland, CA 94610 Ph: 510.268.3770 Fx: 510.268.1073 www.EBAC.org

**PROGRAMS** 

Child Assault Prevention Training Center Central Family Resource Center Circle of Care/PALS East Oakland Pride & Peralta After-School Fremont Healthy Start Frick Health Center Hawthorne Family Resource Lafayette Intensive Counseling Enriched Oakland Intensive Counseling Enriched Roosevelt & Muir Counseling Enriched Sequoia Healthy Start Sequoia Intensive Counseling Enriched Therapeutic Nursery School Youth Empowerment Services

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Please Remember EBAC in Your Will



### CERTIFICATE OF LIABILITY INSURANCE

EASTBA1

OP ID: NW

DATE (MM/DD/YYYY)

11/30/2014

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). **Noah Whitfield** Cook, Disharoon & Greathouse PHONE (A/C, No, Ext): 510-437-1900 FAX (A/C, No): 1900 Embarcadero #206 ADDRESS: nwhitfield@cdginsurance.com Oakland, CA 94606-5231 David D. DeMeter INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: Nonprofits Insurance Alliance NAIC INSURED East Bay Agency for Children INSURER B : Attn: Debbie Christou INSURER C 303 Van Buren Avenue INSURER D Oakland, CA 94610 INSURER E

INSURER F: REVISION NUMBER: COVERAGES CERTIFICATE 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. ADDL SUBR POLICY EFF (MM/DD/YYYY) INSR LIMITS TYPE OF INSURANCE POLICY NUMBER INSD WVD EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) 1,000,000 A X COMMERCIAL GENERAL LIABILITY 11/14/2014 11/14/2015 500,000 X X 201408866NPO CLAIMS-MADE OCCUR \$ 20,000 MED EXP (Any one person) \$ X Per Loc Gen Agg 1,000,000 PERSONAL & ADV INJURY \$ 3,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: GENERAL AGGREGATE \$ PRO-JECT 3,000,000 POLICY PRODUCTS - COMP/OP AGG 5 5 OTHER OMBINED SINGLE LIMIT 5 1,000,000 AUTOMOBILE LIABILITY (Ea accident) 201408866NPO 11/14/2014 11/14/2015 BODILY INJURY (Per person) \$ ANY AUTO ALL OWNED AUTOS SCHEDULED BODILY INJURY (Per accident) \$ AUTOS NON-OWNED PROPERTY DAMAGE (Per accident) 5 HIRED AUTOS AUTOS \$ UMBRELLA LIAB X OCCUR 1,000,000 EACH OCCURRENCE \$ 1,000,000 X **EXCESS LIAB** 201408866UMBNPO 11/14/2014 11/14/2015 A AGGREGATE 5 CLAIMS-MADE \$10,00 DED X RETENTION\$ WORKERS COMPENSATION STATUTE AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? E.L. EACH ACCIDENT \$ NIA E.L. DISEASE - EA EMPLOYEE \$ (Mandatory in NH) f yes, describe under DESCRIPTION OF OPERATIONS below E.L. DISEASE - POLICY LIMIT 11/14/2014 11/14/2015 Claim/Agg \$1M/\$3M 20140886NPO Professional Liab 20140886NPO 11/14/2014 | 11/14/2015 | Aggregate 1,000,000 A Sexual Misconduct DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) CANCELLATION CERTIFICATE HOLDER SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE

CERTIFICATE HOLDER

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.

Oakland Unified
School District
ATTN: Risk Management
900 High Street

AUTHORIZED REPRESENTATIVE

Oakland, CA 94601

NOTEPAD:

HOLDER CODE

INSURED'S NAME East Bay Agency for Children

EASTBA1 OP ID: NW PAGE 2
Date 11/30/2014

Oakland Unified School District is an Additional Insured under General Liability, per endorsement #CG2026 07/04 attached.

POLICY NUMBER: 201408866NPO

#### 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.

Oakland Unified School District

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

Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

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

Search Term: East\* Bay\* Agency\* for\* Children\*

**Record Status: Active** 

ENTITY EAST BAY AGENCY FOR CHILDREN

Status:Active

DUNS: 070159215

+4:

CAGE Code: 34ZD6

DoDAAC:

Expiration Date: Jul 16, 2016

Has Active Exclusion?: No

Delinquent Federal Debt?: No

Address: 303 VAN BUREN AVE

City: OAKLAND

State/Province: CALIFORNIA Country: UNITED STATES

ZIP Code: 94610-4340

August 27 2015 8:10 DM



# MEMORANDUM OF UNDERSTANDING ROUTING FORM 2015-2016

#### **Basic Directions**

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

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

			Agen	cy Information		
Agency Name	East	East Bay Agency for Children 303 Van Buren Ave. Oakland		Agency's Contact Person	Josh Leonard	
Street Address	303 Van Bure			Title	Executive Director	
City	Oakland Telephone			Telephone	510/268-3770, ext. 110	
State	CA	Zip Code	94610	Email	Josh.Leonard@ebac.org	
OUSD Vendor Number V001647						
Attachments	<ul><li>Statemer</li><li>Program</li></ul>	nt of qualificat Planning Too	ions I and Budget	ompensation insurance	arties List. (www.sam.gov/portal/public/Sam/)	

	Compens	sation and Terms – M	ust be within OU	SD Billing G	uidelines			
Anticipated Start Date	07/01/2015	Date work will end	08/19/2016	Total Cont	Total Contract Amount		85139	
		Budget	Information					
Resource #	Resource Name	ne Org Key#		Object Code	Amount		Req. #	
6010	ASES	107155	3401	5825	\$ 85,139.00	R0161126		
				5825	\$			
				5825	\$			
				5825	\$			
		OUSD Contract (	Originator Inform	ation				
Name of OUSD Co	ntact	Jacqueline Perl	Email		Jacqueline.Perl @ousd		ousd.k12.ca.us	
Telephone		510/636-8217	Fax	510/636-8220		86-8220		
Site/Dept. Name 107/East O		07/East Oakland PRIDE	akland PRIDE Enrollment Grad		des		5th	
		Approval and Routing	(in order of appr	oval steps)				
services were not pro-	vided before a PO was is	is fully approved and a Purch ssued. s vendor does not appear					nowledge	
Please sign under the			Approved	Parties List (III	Denied – Reas		Date	
Site Administrato			Approved	-	Defined - recast	011	white he	
		Qui.	Y Y				11112	
Oakland After School Programs Office     Natural Office on Darwin Chief		- Julia (	19			-	7/-1-	
Network Officer or Deputy Chief     Cabinet (CAO, CCO, CFO, CSO, Asst Sup)		0.00	Ann				011/15	
		Sup)	July	-			7/1/19	
	on or Superintendent							
Procurement	Date Received							