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**OAKLAND UNIFIED
SCHOOL DISTRICT**

Community Schools, Thriving Students

Memo

To Board of Education

From Antwan Wilson, Superintendent

Board Meeting Date
(To be completed by
Procurement)

Subject Memorandum of Understanding - After-School All-Stars (contractor) -
201/Claremont Middle School (site)

Action Requested Approval of a Memorandum of Understanding (MOU) between District and After-School All-Stars, for services to be provided primarily to 201/Claremont Middle School.

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 2016-2017 between the District and After-School All-Stars, San Francisco, CA, for the latter to serve as lead agency for program coordination, math intervention, homework support, student supervision and a variety of enrichment services for Claremont Middle School's comprehensive After School Program for the period of July 1, 2016 through August 20, 2017, in the amount of \$96,837.00.

Recommendation

Approval by the Board of Education of a Memorandum of Understanding (MOU) between the District and After-School All-Stars for the latter to provide Arts, Recreation, Leadership and Family Literary activities in its capacity as a Comprehensive After School Program Lead Agency at Claremont Middle School for the period July 1, 2016 through August 20, 2017.

Fiscal Impact

Funding Resource: 6010/After School Education and Safety (ASES) Grant in an amount not to exceed \$96,837.00.

Attachments

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



CONTRACT JUSTIFICATION FORM
This Form Shall Be Submitted to the Board Office
With *Every* Consent Agenda Contract.

Legislative File ID No. 16-2017

Department: After School Program, Claremont Middle School

Vendor Name: After-School All-Stars

Contract Term: Start Date: 7/01/2016 End Date: 8/20/2017

Annual Cost: \$ 96,837.00

Approved by: Julia Ma

Is Vendor a local Oakland business? Yes ☐ No ☒

Why was this Vendor selected?

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

Summarize the services this Vendor will be providing.

This organization will provide comprehensive after school services for Oakland students, following the requirements set forth by OUSD and by the California Department of Education's ASES and/or 21st Century Community Learning Center grant programs. Daily after school services will include academic support, enrichment, and physical activity for students, as well as family engagement activities. This organization will work in close partnership with the host school site to align after school programming with the goals and priorities of the school's SPSA. This organization will also work in close partnership with the OUSD Expanded Learning Office to ensure the program meets attendance targets, fulfills compliance requirements, and achieves youth development quality standards.

Was this contract competitively bid? Yes ☐ No ☒

If No, answer the following:

1) How did you determine the price is competitive?

The California Department of Education allocates site-specific grant funding to OUSD schools. The lead agency partner works in collaboration with the school site administrator to complete an after school budget plan specifying the requested after school services and agreed upon cost of services. The final contract amount for the agency is approved by the school site administrator and by the OUSD Expanded Learning Office, once budget plans are approved for compliance and program plans meet CDE requirements. The lead agency leverages additional funding and in-kind resources to augment the contracted amount from OUSD to support high quality program implementation.

2) Please check the competitive bid exception relied upon:

- ☐ **Educational Materials**
- ☐ **Special Services** contracts for financial, economic, accounting, legal or administrative services
- ☐ **CUPCCAA exception** (Uniform Public Construction Cost Accounting Act)
- ☐ **Professional Service Agreements** of less than \$87,800 (increases a small amount on January 1 of each year)
- ☐ **Construction related Professional Services** such as Architects, DSA Inspectors, Environmental Consultants and Construction Managers (require a "fair, competitive selection process)
- ☐ **Energy** conservation and alternative energy supply (e.g., solar, energy conservation, co-generation and alternate energy supply sources)
- ☐ **Emergency** contracts [requires Board resolution declaring an emergency]
- ☐ **Technology** contracts
 - ☐ electronic data-processing systems, supporting software and/or services (including copiers/printers) over the \$87,800 bid limit, must be competitively advertised, but any one of the three lowest responsible bidders may be selected
 - ☐ contracts for computers, software, telecommunications equipment, microwave equipment, and other related electronic equipment and apparatus, including E-Rate solicitations, may be procured through an RFP process instead of a competitive, lowest price bid process
 - ☐ Western States Contracting Alliance Contracts (WSCA)
 - ☐ California Multiple Award Schedule Contracts (CMAS) [contracts are often used for the purchase of information technology and software]
- ☐ **"Piggyback" Contracts** with other governmental entities
- ☐ **Perishable Food**
- ☐ **Sole Source**
- ☐ **Change Order for Material and Supplies** if the cost agreed upon in writing does not exceed ten percent of the original contract price
- ☐ **Other, please provide specific exception**



MEMORANDUM OF UNDERSTANDING ROUTING FORM 2016-2017

Basic Directions

- Services cannot be provided until the MOU is fully approved and a Purchase Order has been issued.
- Contractor and OUSD Administrator reach agreement about scope of work and compensation.
 - Contractor and OUSD Administrator agreed upon terms are reflected in the Memorandum of Understanding.
 - OUSD Administrator verifies contractor does not appear on the Excluded Parties List.
 - OUSD contract originator creates the requisition on IFAS.
 - Within 2 weeks of creating the requisition, the OUSD Administrator submits completed MOU packet to Legal for approval.

Agency Information

Agency Name	After-School All-Stars	Agency's Contact Person	Jennifer Berry
Street Address	265 Molimo Drive	Title	Chief Operating Officer
City	San Francisco	Telephone	(323) 938 - 3232 ext. 126
State	CA	Zip Code	94127
		Email	Jennifer.Berry@afterschoolallstars.org
OUSD Vendor Number	1007115		
Attachments	<input checked="" type="checkbox"/> Proof of general liability and workers' compensation insurance <input checked="" type="checkbox"/> Statement of qualifications <input checked="" type="checkbox"/> Program Planning Tool and Budget <input checked="" type="checkbox"/> Printout showing this vendor does not appear on the Excluded Parties List. (www.sam.gov/portal/public/Sam/)		

Compensation and Terms – Must be within OUSD Billing Guidelines

Anticipated Start Date	July 1, 2016	Date work will end	August 20, 2017	Total Contract Amount	\$ 96,837.00
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Budget Information

Resource #	Resource Name	Org Key #	Object Code	Amount	Req. #
6010	ASES	2011553401	5825	\$ 96,837.00	
			5825	\$	
			5825	\$	
			5825	\$	

OUSD Contract Originator Information

Name of OUSD Contact	Jonathan Mayer	Email	Jonathan.Mayer@ousd.org	
Telephone	510/654-7337	Fax	510/654-7341	
Site/Dept. Name	201/Clermont Middle School	Enrollment Grades	6th	through 8th

Approval and Routing (in order of approval steps)

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

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

Please sign under the appropriate column.	Approved	Denied - Reason	Date
1. Site Administrator			8/25/16
2. Oakland After School Programs Office			8/29/16
3. Network Officer or Deputy Chief			8-30-16
4. Cabinet (CAO, CCO, CFO, CSO, Asst Sup)			
5. Board of Education or Superintendent			
Procurement	Date Received		

**After School Template for Elementary and Middle Schools
Memorandum of Understanding 2016-2017
Between Oakland Unified School District and**

After-School All-Stars

1. **Intent.** This Memorandum of Understanding ("MOU") establishes the Oakland Unified School District's ("OUSD") intent to contract with After-School All-Stars ("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 201/Claremont Middle School under the following grants:
 - After School Education and Safety Program ("ASESP")
 - California Department of Education ("CDE") 21st Century Community Learning Center (21st CCLC)
 - Oakland Fund for Children and Youth - This MOU will also outline services provided on OUSD school grounds through the Oakland Fund for Children and Youth ("OFCY") After-School Initiative funds that shall be utilized as matching funds to CDE ASEP and 21st CCLC funds.
 - Private grants
2. **Term of MOU.** The term of this MOU shall be July 1, 2016 to August 20, 2017 and may be extended by written agreement of both parties.
3. **Termination.** 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 ASEP and 21st CCLC grant award amount for After-School All-Stars is \$96,837.00. AGENCY shall be entitled to compensation from these funds in accordance with the following terms and conditions:
 - 4.1. **Total Compensation.** Subject to the provisions of 4.2 Positive Attendance and the provisions of 4.3 Administrative Fee, 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. **Positive Attendance.** Payment for services rendered related to the ASEP 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 ASEP and 21st CCLC grants to be processed. Exhibit A (Attendance Reporting Schedule 2016-2017")
 - 4.2.1. **Reconciliation Process for Positive Attendance Based Grant Funds.** OUSD will adjust the payment of the "positive attendance based" grants based on quarterly review of monthly invoices and attendance for services rendered related to the ASEP, 21ST CCLC (Core Grant) for any adjustments resulting from the reconciliation of the attendance reports for that quarter's months. The attendance reconciliation process will assess the program's performance with respect to the required compliance with the grant mandated attendance rates. Based on the

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

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

4.3. OUSD Administrative Fees. OUSD shall charge and withhold up to 14% from the overall ASEP and 21st Century grant awards for central indirect, administrative, custodial, evaluation, and direct service training and technical assistance.

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

4.5. Program Budget. The grant will remain as part of the site budget. Funds will be encumbered from the site budget on behalf of AGENCY for the school year 2016-2017 and will not exceed \$96,837.00 in accordance with Exhibit B. **Exhibit B** ("ASEP/21st CCLC Planning Tool/Comprehensive After School Program Budget for AGENCY 2016-2017").

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 ASEP 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 201/Claremont Middle School, will be responsible for operations and management of the ASEP, 21st CCLC, OFCY, and private grants contracted to AGENCY by OUSD for fiscal year 2016-2017. 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 201/Claremont Middle School 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 ASEP 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 6th through 8th grade students at 201/Claremont Middle School, to serve sufficient number of students and run services for a sufficient number of days to earn the full core grant allocation of funding.
- 5.4. **Program Requirements**
- 5.4.1. **Program Hours.** The program shall be offered Monday through Friday, every regular school day annually, commencing immediately upon the conclusion of the regular school day, operating a minimum of 15 hours/week, and until 6:00 pm daily. Instructional activities must include a balance of both academic and enrichment/recreation components.
- 5.4.2. **Program Days.** The program shall be offered a minimum of 177 - 180 days during the 2016 - 2017 school year. AGENCY will close the ASEP and 21st CCLC program no more than a maximum of 3 days in the 2016-2017 school year for staff professional development, as permitted by Education Code. Programs that receive 21st 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 ASEP and 21st CCLC grants for students at 201/Claremont Middle School. 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.
- **Middle School Sports League Activities.**
All programs participating in the Middle School Sports League must include those activities in their Program Planning tool and Program Schedule. Middle School Sports League activities, including but not limited to on and off site practices and games, are subject to the field trip policy high risk field trip activities requirements provided in this agreement. All sports participants and volunteers must have on file a completed Middle School Sports Release of Liability and Assumption of Risk prior to participation (attached hereto as Exhibit E (1)).

5.4.3.1. 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 201/Claremont Middle School
- 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 duties, including understanding and implementing instructions, understanding health information for students in their group, and responding effectively in the event of an emergency. Trip attendees shall be limited to assigned school or 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. All after school program student participants on field trips, off site events or activities must be covered by medical or accident insurance.
- 6.10.1. OUSD will secure at its own expense limited student accident insurance coverage to assist in payment of eligible student medical expenses incurred by parent/guardians due to student accidents during the after school program. This coverage will be secondary to any primary medical insurance for which student participants are eligible. All accidents or injuries to student participants must be reported via email to ousdincidents@ccmsi.com by After School Program staff within one business day of occurrence. After School Program staff will immediately refer parent/guardians seeking payment of medical expenses under student accident coverage to OUSD's designated accident insurance representative.
- 6.11. **ADDITIONAL REQUIREMENTS FOR HIGH RISK, OVERNIGHT, OUT OF STATE TRIPS:**
- 6.11.1. **Definition of High Risk Activities**
- 6.11.1.1. Because of concerns about the risk to student safety, the after school program coordinator shall not permit the following activities on campus or during AGENCY sponsored after school or summer program trips, events and activities unless the activity is properly supervised, students wear protective gear as appropriate, and each participant has medical or accident insurance coverage:
- Amusement Parks
 - Interscholastic Athletic Activities
 - Bicycle riding
 - Circus Arts
 - Hiking (Moderate to rigorous terrain or length) vs short nature "walks"
 - Hang gliding
 - Horseback riding
 - Ice Skating
 - In-line or Roller Skating
 - Rock climbing, climbing walls
 - Skateboarding or use of non-motorized scooters
 - Snow sports of any kind
 - Trampoline; Jumpers
 - Motorcycling
 - Rodeo
 - Target Shooting
 - Water Activities including but not limited to: swimming, snorkeling, scuba diving, sailing, boating, kayaking, river rafting, water slides, water skiing etc.
 - Outdoor active, experiential programs (Ropes course, pulley, etc.)
 - Other activities determined by the school principal to have a high risk to student safety
- 6.11.1.2. The cost of limited student accident insurance coverage for student accidents during such activities shall be borne by OUSD.
- 6.11.1.3. Students who operate or ride as a passenger on a bicycle, non-motorized scooter or skateboard upon a street, bikeway or any other public bicycle path or trail shall wear a properly fitted and fastened bicycle helmet that meets the standards of law. Students also shall be required to wear such helmets while wearing in-line or roller skates.
- 6.11.2. Department of Justice and FBI fingerprinting and fingerprint clearance must be obtained for all non-District employee chaperones. Chaperones who continue beyond one school year will

need to get fingerprint clearance once every three years from the time they begin chaperoning on after school program trips. Chaperones shall act in accordance with district policies, regulations and school rules. A person who is required to register as a sex offender pursuant to Penal Code 290 shall not serve as a chaperone on any field trip.

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

6.11.4. Letter must be sent to parent(s)/guardian(s) and 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 ASEP and 21st CCLC grant funds contracted to AGENCY by OUSD for fiscal year 2016-2017. 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 ASEP, 21ST CCLC available to OUSD for review. OUSD and AGENCY shall meet and confer regarding any disputes as to the amount of actual expenses before taking any action to collect funds.

8. Invoicing

8.1. Billing Structure. AGENCY shall only invoice for actual expenditures incurred. Supporting documentation must be presented along with monthly invoices upon request. Billing details must be provided upon request to OUSD to ensure compliance with related sub recipient and grant guidelines.

8.2. Unallowable Expenses. AGENCY may not purchase computers or capital equipment using ASES, 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 ASEP and 21st Century Grants.** For services rendered related to the ASEP and 21st CCLC grants, OUSD shall pay AGENCY, on a monthly basis, for appropriately documented expenses related to the ASEP and 21ST CCLC grants, with a cumulative total for 2016-2017 not to exceed \$ 96,837.00 in accordance with the attached Exhibits to this Memorandum. Invoices for payment of services shall be submitted by the 10th of each month to the OUSD After School Programs Office, utilizing the required OUSD invoicing and staff qualifications form (**Exhibit F**). OUSD will strive to adhere to second Accounts Payable check run per the published schedule of monthly payments if invoices are submitted in accordance with the deadlines and requirements set forth in this section and the accompanying Exhibits.
9. **Ownership of Documents.** AGENCY agrees that, pursuant to California law, it shall maintain program and fiscal documentation for the ASEP and 21st CCLC programs for a minimum of five years. All documents created by AGENCY pursuant to this MOU, including but not limited to reports, designs, schedules, registration packets, early release waivers, and other materials prepared, or in the process of being prepared, for the services to be performed by AGENCY, are and shall be at the time of creation and thereafter the property of OUSD, with all intellectual property rights therein vested in OUSD at the time of creation. OUSD shall be entitled to access to and copies of these materials during the progress of the work. Any such materials in the hands of AGENCY or in the hands of any subcontractor upon completion or termination of the work shall be immediately delivered to OUSD. If any materials are lost, damaged or destroyed before final delivery to OUSD, AGENCY shall replace them at its own expense and AGENCY hereby assumes all risks of loss, damage or destruction of or to such materials. AGENCY may retain a copy of all materials produced under this MOU for its use in its general business activities.
10. **Changes**
- 10.1. **Agency Changes.** AGENCY may, at any time, by written order, make changes consistent with Section 5 Scope of Work of this MOU. If such changes cause an increase or decrease in the budgeted cost of or the time required for performance of the agreed upon work, an equitable adjustment as mutually agreed shall be made in the limit on compensation as set forth in Section 4 or in the time of required performance as set forth in Section 5.4, or both. In the event that AGENCY encounters any unanticipated conditions or contingencies that may affect the scope of work or services and result in an adjustment in the amount of compensation specified herein, AGENCY shall so advise OUSD immediately upon notice of such condition or contingency. The written notice shall explain the circumstances giving rise to the unforeseen condition or contingency and shall set forth the proposed adjustment in compensation. Such notice shall be given to OUSD prior to the time that AGENCY performs work or services related to the proposed adjustment in compensation. Any and all pertinent changes shall be expressed in a written amendment to this MOU and signed by OUSD prior to AGENCY's implementation of such changes.
- 10.2. **Changing Legislation.** AGENCY understands that changes in Federal, or state legislation or District policy may impact funding levels, grant requirements, and responsibilities of AGENCY during an academic school year. This MOU may be amended during the 2016-2017 fiscal year to reflect additional changes resulting from such legislation.
11. **Conduct of Consultant**
- 11.1. **Child Abuse and Neglect Reporting Act.** AGENCY will provide at its own expense sufficient Mandated Reporter training to all AGENCY staff, agents and volunteers at least annually within their

first month working with OUSD students and comply with the Child Abuse and Neglect Reporting Act (CANRA) guidelines as Mandated Reporters to report suspicions of possible child abuse to the appropriate reporting agency as stated in California Penal Code § 11164 – 11174.

11.2. 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. In addition, AGENCY shall provide at its own expense, First Aid and CPR Training to sufficient AGENCY staff to ensure that no less than 2 AGENCY staff members with current First Aid and CPR Training are present on site during the program each day.

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. OUSD shall be permitted to hire an officer or employee of AGENCY for OUSD services in connection with or unrelated to this Agreement and AGENCY shall be permitted to hire any officer or employee of OUSD to perform any service by this Agreement, provided that the agreement attached hereto as Exhibit J is fully executed prior to the performance of any services by the officer or employee. AGENCY affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between AGENCY’s family, business or financial interest and the services provided under this MOU, and in the event of change in either private interest or services under this MOU, any question regarding possible conflict of interest which may arise as a result of such change will be brought to OUSD’s attention in writing.

- 11.5. **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

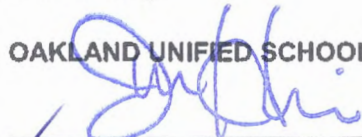
bases, for all furniture, equipment and supplies of AGENCY. If any OUSD property is leased, rented or borrowed, it shall also be insured the same as real property.

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").

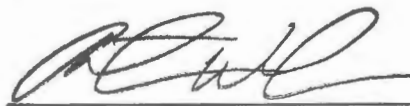
14. **Litigation.** [This section is intentionally deleted by the parties].
15. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
16. **Counterparts.** This MOU and all amendments and supplements to it may be executed 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. <https://www.sam.gov/portal/public/SAM>

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


OAKLAND UNIFIED SCHOOL DISTRICT



☒ President, Board of Education
☐ State Administrator
☐ Superintendent
Date 9/29/16



Secretary,
Board of Education
Date 9/29/16

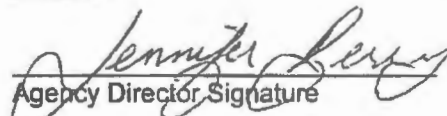


Deputy Chief
Community Schools and Student Services Dept.
Date 9/6/16



Principal
Date 8/29/16


AGENCY




Agency Director Signature
Date 8/24/16
Jennifer Berry, COO
Print Name, Title

Attachments:

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



Network Superintendent 8-30-16
Date



Deputy Superintendent Date
Academic & Social Emotional Learning

MOU template approved by Legal June, 2016

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, 2016	August 10, 2016
August 1 - August 30, 2016	September 9, 2016
September 1-30, 2016	October 10, 2016
October 1-30, 2016	November 10, 2016
November 1-30, 2016	December 9, 2016
December 1-31, 2016	January 10, 2017
January 1-31, 2017	February 10, 2017
February 1-28, 2017	March 10, 2017
March 1-31, 2017	April 10, 2017
April 1-30, 2017	May 10, 2017
May 1-31, 2017	June 9, 2017
June 1-30, 2017	June 16, 2017

Exhibit B

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

(Template distributed separately)

INSERT HERE

OUSD After School Programs
 ASES and 21st Century Community Learning Center (21st CCLC) After School Program Plan
 Elementary & Middle Schools
 2016 – 2017

SECTION 1: School Site Information

School Site: Claremont Middle School	Lead Agency: After-School All-Stars
Principal Signature: <i>[Signature]</i>	Lead Agency Signature: <i>[Signature]</i>
After School Site Coordinator Name: Cindy Lizarraga	Date: July 21, 2016

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.

After-School All-Stars' programming in the areas of college and career readiness, middle-to-high school transition programs, project based learning and real-world education STEM classes and activities, and our nutrition education/culinary arts initiatives, have been identified by Claremont Middle School as desirable in helping its student body achieve academic success, as well as positive social emotional learning experiences.

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)
- ☒ Literacy (Proficiency on Standards, Grade Level Reading, English Learners Reading Fluency-LCAP Goals 2, 3, 4)
- ☒ Mathematics/STEM Proficiency (Proficiency on State Standards—LCAP Goal 2)
- ☒ Student Engagement (LCAP Goal 5)
- ☒ Parent/Family Engagement (LCAP Goal 6)
- ☒ 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.

**A minimum of 86 student participants will attend the program on a daily basis.
 80% of participants will exhibit a growth mindset, believing that their own effort leads to personal growth and**

Improvement 80% of participants will demonstrate a high STEM self-efficacy 85% of participants will value school highly 85% of participants will feel that they are socially supported, with adults they can talk to and people they can ask for help if they need it			
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...	Strategic Activities 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?	Students will participate in weekly high school readiness classes, activities, and events through the organization's We Are Ready program. Included in the curriculum will be mindfulness programming through our partnership with How I Decide and their High School Explorer decision-making initiative.	Students will become familiar with the community and structure of their local feeder school. ASAS alumni will leverage support and services available to them once they transition to high school in the form of peer networking events, social and academic support groups, etc.	Student pre and post surveys, national student survey, attendance at events, and anecdotal information.
Satisfactory School Day Attendance: How many more Oakland children are attending school 95% or more?			
Job Skills/Career readiness: How many more students have meaningful internships and/or paying jobs?	ASAS will partner with local agencies to provide real world education and career exposure programming.	Students will develop skills necessary for them to have success in a 21 st century economy such as product development and marketing, public speaking, and collaboration techniques.	Student attendance, pre and post surveys, national student surveys, project-based end products, and anecdotal information.
Health and Well-being: How many more Oakland children have access to,	ASAS will be providing comprehensive programming in	ASAS students will develop practical knowledge on the	Student attendance, pre and post surveys, national

and use, the health services they need?	the area of active play, nutrition education, cooking, and gardening programs under its Sports As A Hook health and fitness initiative.	Impact of living a healthy lifestyle. ASAS will provide girls with more options and opportunities to be active and compete in traditional/non traditional sports programs.	program student survey.
SECTION 4: Program Model and Lead Agency Selection			
For 2016-2017, my site will operate the following program model:			
<input checked="" type="checkbox"/> Traditional After School: <i>voluntary program open to all students, with enrollment priorities targeting certain students</i>			
<input type="checkbox"/> Extended Day Program: <i>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)</i>			
<input type="checkbox"/> Blended/Hybrid: <i>combination of some extended day and some traditional after school programming</i>			
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. After-School All-Stars will support Claremont's Community School Development efforts by partnering with various community based organizations and local businesses in Oakland to bring programming in the area of career exploration, high school readiness and college prep classes, and STEM-based project based learning activities to the student and parent population. The provider will function as both a direct service provider and a broker of resources, actively meeting with leaders, educators, innovators, and mentors in the community to bring services into Claremont Middle School.			
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 84833) 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 2016-2017 (programs are required to operate between 177 – 180 days of the school year)			180 days

Projected Daily Attendance during School Year 2016-2017		86 students/day
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.		Friday, October 7 th Monday, January 9 th
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 2016-2017		36 days
Describe funding plan to operate program on minimum days, including additional school resources (if any), to support full program implementation on all minimum days: After-School All-Stars has successfully raised additional dollars beyond existing ASSES funds to support all aspects of the program. The primary fundraising focus will in the area of STEM, Blended Learning, and Career Readiness programs, events, and activities. The organization has an aggressive plan in place to secure funding from Foundations and Corporations.		
SECTION 6: 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 2016-17 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)		
Please make sure program schedule clearly shows when the following program requirements will take place: Elementary requirements: <ul style="list-style-type: none"> • One hour/week of literacy instruction for students in grades K-5 • One hour/week of math instruction for students in grades K-5 		

Middle School requirements:

- Youth Leadership
- Academic intervention (ELA and math)
- Middle school athletics (recommended)
- College and career readiness programming

SECTION 7: Transitions Support for High Need Populations of Students

Schools have students transitioning in and out over the course of the school year. This includes transitional youth such as foster youth and Newcomers who may enter the school year mid-year. It is an LCAP priority in OUSD that we provide services to these high need populations of foster youth and English language learners including Newcomers.

How will your program collaborate with the school day to support high need students who are transitioning into the school? How will your program set aside program slots so that there is some space to serve high priority students transitioning into the school mid-year?

An important component of the student recruitment strategy will be to work with Claremont faculty and administration on a referral process. This will inform ASAS site leadership as to what students are being recommended to the program from an academic, social, and emotional perspective. This would include children with special needs. Program and school staff will determine the level of support needed for students with special needs, and if the after school program would need additional resources such as an 1:1 aide to ensure any such student's safety and success in the program.

SECTION 8: 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, and project-based learning.

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.

Please include the following requirements:

- **Required Elementary Academic Programming:** Elementary programs are required to provide at least 1 hour of literacy instruction per week for all students and 1 hour of math instruction per week for all students. (Curriculum and PD will be provided by OUSD.)
- **Required for Middle School Academic Programming:** Math and ELA academic intervention should be provided by teachers on extended contract, in order to support students struggling academically.

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
Homework Help ASAS staff will provide homework assistance to students in small group settings, with some one to one peer tutoring and focus study groups	Students in grades 6-8	<input checked="" type="checkbox"/> Homework Support <input type="checkbox"/> Tutoring <input type="checkbox"/> Skill Building <input type="checkbox"/> Academic Intervention <input type="checkbox"/> Other	Major Improvement Priority #2 Literacy Mathematics/STEM proficiency (LCAP 2)	A combination of independent study, workgroups, and small learning communities.	5 hrs/week across 32 weeks	Increased confidence in math and literacy skills.
Social Emotional Learning strategies – ASAS will partner with local youth development agencies, as well as implement curriculum, to assist students in their social and emotional growth and development	Students in grades 6-8	<input type="checkbox"/> Homework Support <input type="checkbox"/> Tutoring <input type="checkbox"/> Skill Building <input type="checkbox"/> Academic Intervention <input checked="" type="checkbox"/> Other	Major Improvement Priority #1 Safe Healthy Supportive Schools Student Engagement	Community circles, group discussions, check-ins, media and current events sharing, etc.	2-3 hrs/week across 34 weeks	Increased feeling of emotional health and safety.
Career Exploration Opportunities – Specific	Students in grades 6-8	<input type="checkbox"/> Homework Support <input type="checkbox"/> Tutoring	Major Improvement	Project-Based Learning.	2-4 hrs/week	End-products and presentations

Classes and Activities designed to introduce youth to career interests. Includes a project-based learning approach working with outside partners specializing in maker spaces, entrepreneurship classes, and STEM programming.		X Skill Building <input type="checkbox"/> Academic Intervention <input type="checkbox"/> Other	Priority #3 Student Engagement Student Goal to increase the amount of student conversation-in pairs, in groups of four and student led academic conversations Mathematics/STEM proficiency (LCAP 2)		36 weeks	that display increased abilities in 21 st century career skills such as public speaking, collaboration, presentation skills, etc.
Nutrition and Food Justice – includes culinary arts, nutrition education, social justice exposure and entrepreneurship programming.	Students in grades 6-8	<input type="checkbox"/> Homework Support <input type="checkbox"/> Tutoring <input checked="" type="checkbox"/> Skill Building <input type="checkbox"/> Academic Intervention <input checked="" type="checkbox"/> Other	Major Improvement Priority #3 Student Engagement Safe, Healthy & Supportive School	Project-Based Learning, hands on.	2-3 hrs/week 34 weeks	Developing of healthy eating habits at home and beyond the after school program.
NBA Math Hoops – An example of academic enrichment program using a board game format to teach math concepts. Competitive and engaging.	Students in grades 6-8	<input type="checkbox"/> Homework Support <input type="checkbox"/> Tutoring <input type="checkbox"/> Skill Building <input checked="" type="checkbox"/> Academic Intervention <input type="checkbox"/> Other	Major Improvement Priority #3 Student Engagement Safe, Healthy & Supportive School Mathematics/STEM proficiency (LCAP 2)	Competition, cooperative learning, incentive driven.	3-4 hrs/week 34 weeks	Improved grades in math. Increased sense of mastery and confidence in math.

SECTION 9: ENRICHMENT & PHYSICAL ACTIVITY / RECREATION

Enrichment activities and physical activity/recreation are required components of the ASES and 21st 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.

Please include the following required and recommended Middle School Program Components: Youth leadership, middle school athletics, and college and career readiness programming

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
Performing Arts	<input checked="" type="checkbox"/> Student Identified <input type="checkbox"/> School Identified <input type="checkbox"/> Parent Identified <input type="checkbox"/> Other (specify)	Major Improvement Priority #3 Student Engagement Safe, Healthy & Supportive School	2 hrs/week 36 weeks	<input type="checkbox"/> College/Career Readiness <input checked="" type="checkbox"/> Social & Emotional Learning <input type="checkbox"/> Leadership <input type="checkbox"/> Academic (specify) <input type="checkbox"/> Health and Wellness <input type="checkbox"/> Other (specify)	Participants will exhibit a growth mindset, believing that their own effort leads to personal growth and improvement
Entrepreneur Classes and Maker Spaces	<input type="checkbox"/> Student Identified <input checked="" type="checkbox"/> School Identified <input type="checkbox"/> Parent Identified <input type="checkbox"/> Other (specify)	Major Improvement Priority #2 Literacy Mathematics /STEM proficiency (LCAP 2)	2 hrs/week 36 weeks	<input checked="" type="checkbox"/> College/Career Readiness <input type="checkbox"/> Social & Emotional Learning <input type="checkbox"/> Leadership <input type="checkbox"/> Academic (specify) <input type="checkbox"/> Health and Wellness <input type="checkbox"/> Other (specify)	Participants will demonstrate a high STEM self-efficacy
Traditional Sports Programs: Soccer, Basketball, and Softball	<input type="checkbox"/> Student Identified <input checked="" type="checkbox"/> School Identified <input checked="" type="checkbox"/> Parent Identified <input type="checkbox"/> Other (specify)	Major Improvement Priority #3 Student Engagement Safe, Healthy & Supportive	3-4 hrs/week 36 weeks	<input type="checkbox"/> College/Career Readiness <input type="checkbox"/> Social & Emotional Learning <input type="checkbox"/> Leadership <input type="checkbox"/> Academic (specify) <input checked="" type="checkbox"/> Health and Wellness <input type="checkbox"/> Other (specify)	Participants will exhibit a growth mindset, believing that their own effort leads to personal growth and

Game Design and Music Production	<input type="checkbox"/> Student Identified <input checked="" type="checkbox"/> School Identified <input type="checkbox"/> Parent Identified <input checked="" type="checkbox"/> Other (specify) based on gaming popularity	School	3.5 hrs/week 32 weeks	<input checked="" type="checkbox"/> College/Career Readiness <input type="checkbox"/> Social & Emotional Learning <input checked="" type="checkbox"/> Leadership <input type="checkbox"/> Academic (specify) <input type="checkbox"/> Health and Wellness <input type="checkbox"/> Other (specify)	Participants will demonstrate a high STEM self-efficacy
Ever Forward – Mindfulness and Empowerment	<input type="checkbox"/> Student Identified <input checked="" type="checkbox"/> School Identified <input type="checkbox"/> Parent Identified <input type="checkbox"/> Other (specify)	Major Improvement Priority #1 Safe Healthy Supportive Schools Student Engagement	2 hrs/week 32 weeks	<input type="checkbox"/> College/Career Readiness <input checked="" type="checkbox"/> Social & Emotional Learning <input type="checkbox"/> Leadership <input checked="" type="checkbox"/> Academic (specify) <input type="checkbox"/> Health and Wellness <input type="checkbox"/> Other (specify)	Participants will exhibit a growth mindset, believing that their own effort leads to personal growth and improvement
We Are Ready and Life/Service Action	<input type="checkbox"/> Student Identified <input checked="" type="checkbox"/> School Identified <input type="checkbox"/> Parent Identified <input type="checkbox"/> Other (specify)	Major Improvement Priority #2 Literacy Priority #3 Student Engagement Student Goal to increase the amount of student conversation -in pairs, in groups of four and student led	2 hrs/week 30 weeks	<input checked="" type="checkbox"/> College/Career Readiness <input type="checkbox"/> Social & Emotional Learning <input checked="" type="checkbox"/> Leadership <input checked="" type="checkbox"/> Academic (specify) <input type="checkbox"/> Health and Wellness <input type="checkbox"/> Other (specify)	Participants will exhibit a growth mindset, believing that their own effort leads to personal growth and improvement

		academic conversations			
SECTION 10: 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 st 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 st Century grantees who receive Family Literacy funding: <i>The activities listed below must align to your 21st Century Family Literacy budget plan.</i>					
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	
Quarterly Community Days	Parent/Family Engagement	These community days will help families stay informed and connected to the work their students are involved with.	Participants will exhibit a growth mindset, believing that their own effort leads to personal growth and improvement		
NA					
NA					
NA					
SECTION 11: 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.					
<i>In partnership with the school day, after school programs can play an important role in supporting student attendance by doing things like</i>					

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
a) Recruit and address the needs of students who are at risk of chronic absenteeism. b) Inform parents about the importance of attendance and encourage parents to help each other get their students to class.	Include presentations and information for parents at Claremont's Open Houses and Back to School Nights. The program will also be designing "Claremont Community Days" where the entire afterschool community (including parents) will be asked to attend to celebrate, reflect, inform, and encourage participation and being true All-Stars during and after school.
c) Track students with poor program attendance and reach out to find out why and how attendance could be improved. d) Celebrate good attendance and/or offer meaningful incentives to attract and reward students for attending our program.	ASAS will develop and implement a meaningful and relevant incentive program designed to encourage students to attend the regular school day. High attending students in the afterschool program will be eligible for special opportunities and experiences provided during the after school hours.

SECTION 12: Transforming School Culture and Climate

After-school programs can play a critical role in supporting 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 strategies that OUSD schools are taking to change discipline and transform school culture and climate. Which of the following school strategies will your after school program work to intentionally align with, in order to support positive school culture and climate?

- ☐ PBIS (Positive Behavioral Interventions and Support)
☐ Restorative Justice

☒ Social and Emotional Learning

☐ Bullying Prevention: including online safety and creating climate of safety for all youth including foster youth, homeless, LGBTQ, disabilities, etc

☐ Other: (please specify) _____

b) How will the school and lead agency partner work together to ensure that the after school program is aligned with these efforts, and helping to transform school culture and climate? (ie. shared professional development, curriculum, coaching, planning meetings, COST meetings, etc.)

We will offer teachers the opportunity to receive specialized training in social emotion learning concepts through curriculum and practices during Claremont's advisory periods. Specialized training in practices such as Infinity Learning Maps, and "Taking off the Mask" workshops.

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 (ie. Manhood Development, Ethnic Studies curriculum, recognition ceremonies for student accomplishments, Black professionals as role models or mentors, etc.):

Through our partnership with the Ever Forward Club, we will provide culturally relevant programming that looks to build a community of support and mentorship for youth to gain an awareness of emotional capacity and self-worth.

d) Please mark other strategies your after school program and school site are using to support all students and address disproportionality:

☐ Using Restorative practice to address disproportionality related to discipline

☐ Trauma informed practices

☐ Using PBIS to address discipline

SECTION 13: Social and Emotional Learning (SEL)

Developing SEL skills in students and in the adults who work in the Oakland school system is a key priority for OUSD. SEL includes the following skills: self-management, self-awareness, social awareness, relationship skills, and responsible decision-making.

Describe how you will work intentionally to develop SEL skills in program staff:

ASAS has included SEL skill development for staff in the organization's National Staff Program Guide. It contains "workbook" style content in Self-Awareness, Transformational Leadership, and key Youth Development principals designed to equip staff to work with behavior and social development in our students. We will also partner with organizations such as the Ever Forward Club who will provide in-classroom observation and ongoing coaching and feedback for our adopted SEL programs.

Describe how you will work intentionally to develop SEL skills in students:

SEL development will be developed through the organization's adopted youth development framework. This discipline will look to include and increase student voice and choice in

	<p>program design, develop trust and community as a foundation to the ASAS learning environment, and create physically, emotionally, and socially safe environments for youth to thrive and succeed. This includes providing Claremont teachers with curriculum and practices they could apply during the regular school day.</p>
<p>SECTION 14: 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.</p>	
<p>The after school Site Coordinator or Director will actively participate in which of the following school group(s), in order to increase alignment between after school and school day efforts?</p>	<p> <input type="checkbox"/> COST team (Coordination of Services Team) <input type="checkbox"/> SST (Student Study Team) <input checked="" type="checkbox"/> SSC (School Site Council) <input type="checkbox"/> ELT (Educational Leadership Team) <input type="checkbox"/> PTA <input type="checkbox"/> Attendance Team/Workgroup <input checked="" type="checkbox"/> SPSA Site Planning team <input checked="" type="checkbox"/> School Culture/Climate Committee <input type="checkbox"/> Other (specify) The Town Kitchen, Gameheads of Oakland, The Ever Forward Club, University of San Francisco, Launch Camp, 9 Dots, NBA Math Hoops, How I Decide, and others. </p>
<p>List key community partners whom you will actively collaborate with to accomplish the goals of your program.</p>	<p>The Town Kitchen, Gameheads of Oakland, The Ever Forward Club, University of San Francisco, Launch Camp, 9 Dots, NBA Math Hoops, How I Decide, and others.</p>
<p>List all subcontractors who will be paid to deliver after school services.</p>	<p>The Town Kitchen, Gameheads, the Ever Forward Club, and Launch Camp.</p>
<p>Identify other service providers and support personnel at your school (ie. school psychologist, School Based Health Center staff, counselor, mental health therapist, school nurse, parent liaison, etc.) whom you will actively collaborate with to accomplish the goals of your program.</p>	<p>Core day teachers, sports coaches, parent liaison, school leadership, and others.</p>

2016-17 After School Enrollment Policy for Claremont Middle School

OUSD has established district-wide guidelines for Target Population and Enrollment in ASES and 21st 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 the FFRL Programs	Identified by school demographic data	N/A
Returning students from previous year's program	Cityspan participation information	N/A
Students in need of academic support	According to school grades data for students and referrals by teachers	N/A

Which grade levels will you serve in this program? 6-8

Note: The ASES and 21st 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 2016. Indicate how families will be notified of 2016-17 enrollment before the last day of school, June 9, 2016.

Timeline	After School Enrollment Steps/Process	Individual(s) responsible
Week of August 15th	Work with school day to communicate with families about the beginning of the program prior to the first week of school.	Site Coordinator and Program Manager.
Week of August 22nd	Conduct on site registrations during intro week of the ASAS program.	Site Coordinator and Program Manager.
August 22-31st	Continue registering students into the program	Site Coordinator and Program Manager.
First week of October	Target week for reaching at least 85% attendance	Site Coordinator and Program Manager.

Important dates to include in your timeline:

- April – June: Spring enrollment for 2016-17 programs.
- Families will be notified of 2016-17 after school enrollment before the last day of school, June 9, 2016.
- 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, 2016, except for slots reserved for transitional students (ie. Foster youth, Newcomers) entering the school mid-year.
- 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:

ASAS will lead the following efforts in working with the regular school day:

- Hold monthly Principal meetings to ensure alignment with program and school strategies as it relates to after school participation.
- ASAS will be active in presenting and pitching to families at all school community events such as Open House and Back-to-School Night.
- ASAS will put on lunchtime recruitment activities designed to continually introduce the program to Claremont students.


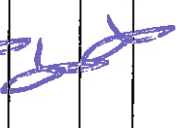
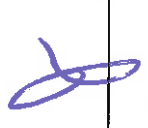


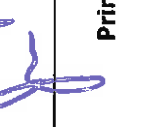


- ASAS will work with the front office staff to make available registration material, event flyers, and other program information to families. This will also include any type of robo call strategies to remind or keep families informed of ongoing program opportunities.


Principal Signature: 

Lead Agency Signature: 

2016-17 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	2016 - 17 Assurances for Grant Compliance and After School Alignment with School Day
		Site Administrator and Lead Agency Director/Site Coordinator have reviewed the CA Dept of Education's ASES and/or 21 st Century Grant Assurances, and understand mandated grant compliance elements.
		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.
		Site Administrator will meet regularly with Site Coordinator to ensure program is meeting identified goals.
		Site will share student outcome data to better refine program (Attendance data, test scores, Report Cards, IEP's, etc).
		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.
		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.
		Site will invite Site Coordinator to participate on SSC, COST, SST, and/or SPSA planning teams to ensure coordination of services.
		Site will coordinate the use of facilities and site level resources in support of program goals.
		Site will provide Site Coordinator with office space that includes access to internet and phone.
		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 Elementary and Middle School After School Programs
2016-2017

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
- Provide on-site coaching to after school staff implementing literacy and math curriculum.

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 2016-17:

X A credentialed teacher on staff who has effective skills and experiences in coaching and/or adult learning

☐ A qualified professional who is part of the school staff

☐ 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:

Teachers on Extended Contract for Direct Service

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

Principal Signature: _____

Lead Agency Signature: _____

Monica Gupta

After School Safety and Emergency Planning for 2016-17

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.

After-School All-Stars staff will be trained in its newly launched learning management system which trains all staff on disaster preparedness, emergency procedures, lockdown protocols, and other site operation protocols and procedures covered over a 60-Day period at the beginning of the school year.

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: _____

Mamata Gupta

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 YPOA/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?

All site staff and site leadership will receive comprehensive professional development support in leadership and self-awareness, goal setting, youth development, lesson planning, program climate and culture, behavior and classroom dynamics, operations and risk management training, communication with youth and families, child abuse reporting, mandated sexual harassment workshop, all delivered through a robust program implementation guide and learning management system. The organization has broken down the training into a Three-Phase model to be covered over a 60-day period.

b) What professional development opportunities will be provided by the school site?

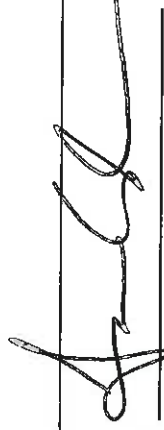
c) ASPO professional development will consist of the mandatory August Institute (week of Aug. 3-6), mandatory monthly site coordinator meetings (2 hrs/month), the annual Bridging the Bay after school conference, and various professional learning communities (time commitment varies). Please mark:

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). X Yes ☐ No

Staff Wellness

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

Principal Signature:



Lead Agency Signature:



ASES and 21st CCLC Elementary and Middle School After School Programs
2016-2017

Addendum for 21st Century Community Learning Center Grantees Only

Equitable Access: (must be completed by all programs that receive 21st Century Equitable Access funding)
Some 21st Century programs receive extra Equitable Access funding. The intent of Equitable Access funding is to provide targeted supports for special populations of students who may face challenges and barriers to program participation. Examples of allowable use of Equitable Access funds include:

- additional academic interventions/supports to struggling students (i.e. English Language Learners, students with special needs, etc.)
- mental health support services that enable students to fully participate in the after-school program
- translation services, bus tickets, and other supports that make it possible for students to participate in program

How will your 21st Century program support equitable access in your program? Which population(s) of students in your program will receive extra support through the Equitable Access supplemental grant? Please describe your planned use of Equitable Access funds. Your plans must align with your Equitable Access budget.

N/A

21st Century Supplemental Programming during 2016-17 School Year

Describe your planned programming on weekends, intercession breaks, and other non-school days during the 2016-17 school year. Your supplemental program plans must match your proposed supplemental program budget.

(Please do NOT include summer program plans here; there will be a separate summer planning template.)

Number of supplemental program days you plan to offer during the 2016-17 school year:

Dates of Service:

Hours of Operation: (note that supplemental programs must operate at least 3 hours/session)

Description of Supplemental program activities: (describe goals of programming, target audience, planned activities, etc.)

Principal Signature: _____

Lead Agency Signature: _____

Addendum for Middle School After School Programs Only

School Site: Claremont Middle School _____

Lead Agency: After-School All-Stars _____

Middle School Athletics

Sports are an exciting way to keep students engaged in school, and to support health & wellness and community building. OUSD encourages after school programs to participate in the OUSD middle school sports league, which consists of after school sports practices and games on the weekend. Lead agency staff, teachers on extended contract, and/or classified staff on extra time/overtime can serve as coaches for middle school athletics.

Please identify the middle school sports activities that your after school program will be offering students this year in partnership with the OUSD Middle School Sports League.

☐ Co-ed Flag Football
☐ Girls Cross Country
☐ Boys Cross Country
☒ Girls Basketball
☒ Boys Basketball
☒ Girls Soccer
☒ Boys Soccer
☐ Girls Track and Field
☐ Boys Track and Field
☐ Girls Volleyball
☐ Boys Volleyball
☒ Other: (Please describe Running/Walking club, Softball)

☒ I understand that my middle school sports activities will be listed on my 2016-17 program schedule.

☒ I understand I will submit a Schedule of Field Trips and Off-Campus Activities form each semester, listing my program's after school athletic games and practices.

☒ I understand that all students participating in middle school sports will complete an OUSD Release of Liability and Assumption of Risk form for Middle School Sports League Activities.

Principal Signature: _____

Lead Agency Signature: _____

2016-17 Elementary/Middle School After School Program Budget

AFTER SCHOOL BUDGET PLANNING SPREADSHEET

ELEMENTARY & MIDDLE SCHOOLS 02.2016

Site Name:	Claremont Middle School						
Site #:	201.00						
Average # of students to be served daily (ADA)		%		%			
TOTAL GRANT AWARD			116,366.00		0.00	0.00	

CENTRAL COSTS: INDIRECT ADMIN EVAL PD, CUSTODIAL SUPPLIES

OUSD Indirect (5%)			5,541.24			
OUSD ASPO admin, evaluation, and training/technical assistance costs			7,250.22			
Custodial Staffing and Supplies at 3.25%			3,366.17			
TOTAL SITE ALLOCATION			100,208.37			

CERTIFICATED PERSONNEL

1120	Quality Support Coach/Academic Liaison REQUIRED		2,500.00		0.00	
1120	Certificated Teacher Extended Contracts- math or ELA academic intervention (required for MS)		0.00		0.00	
	Certificated Teacher Extended Contracts- ELL supports				0.00	
	Total certificated		2,500.00		0.00	

CLASSIFIED PERSONNEL

2205	Site Coordinator (list here, if district employee)		0.00	0.00	0.00	0.00
2220	SSO (optional)		0.00		0.00	
			0.00			
	Total classified		0.00	0.00	0.00	0.00

BENEFITS

3000's	Employee Benefits for Certificated Teachers on Extended Contract (benefits at 20%)		500.00			
3000's	Employee Benefits for Classified Staff on Extra Time/Overtime (benefits at 22%)		0.00			
3000's	Employee Benefits for Salaried Employees (benefits at 42%)		0.00			
3000's	Lead Agency benefits (rate: 25%)			0.00		
	Total benefits		500.00	0.00	0.00	0.00

BOOKS AND SUPPLIES

4310	Supplies (OUSD only, except for Summer Supplemental)		0.00		0.00	20,950.00
4310	Curriculum (OUSD only)		0.00		0.00	0.00
5829	Field Trips			3,200.00	0.00	0.00
4420	Equipment (OUSD only)		0.00		0.00	0.00
	Building Intentional Communities curriculum (required for 21st Century middle school sites- allocate at same level as 2014-15)					
	Bus tickets for students					
	District professional development on district PD days (Bridging the Bay conference, Youth Work Methods trainings)			500.00		
	Total books and supplies		0.00	3,700.00	0.00	20,950.00

CONTRACTED SERVICES

5825	Site Coordinator (list here if CBO staff)		50,000.00			
5825	Literacy academic instructors (required for ES)					
5825	Math academic instructors (required for ES)		0.00	0.00		
5825	Enrichment Facilitators			0.00		45,000.00
5825	Subcontractors (please list each specific subcontracting agency)		28,100.00			20,000.00
5825	Building Intentional Communities/Youth Leadership Lead Instructor (required for Middle school 21st Century sites)		5,500.00			
5825	College/career readiness facilitator (recommended for MS)		5,500.00			

2016-17 Elementary/Middle School After School Program Budget

ELEMENTARY & MIDDLE SCHOOLS 07/2015									
Site Name:	Claremont Middle School		ASES			Other Lead Agency Funds			
Site #:	201.00		Resource: 6030, Program: 1553			Other Lead Agency Funds			
Average # of students to be served daily (ADA)	%		0000	Lead Agency	%	0000	Lead Agency		
5825	Restorative Justice Lead Facilitator (required for 21st Century sites that have a school-day RJ coordinator)			0.00					
5825	Family Liaison (recommended for 21st Century sites)								
5825	Stipends to Parents for Parent Safety Patrols (optional)								
5825	Mental Health consultant (optional)		0.00						
5825	Staff time to participate in Continuous Quality Improvement trainings and meetings			1,000.00					
5825									
5825									
5825									
	Total services		0.00	90,100.00		0.00	65,000.00		
IN-KIND DIRECT SERVICES									
						0.00	0.00		
						0.00			
	Total value of in-kind direct services					0.00	0.00		
LEAD AGENCY ADMINISTRATIVE COSTS									
	Lead Agency admin (4% max of total contracted \$)			3,037.32			0.00		
SUBTOTALS									
	Subtotals DIRECT SERVICE	84.68	4,740.05	93,800.00	#DIV/0!	0.00	85,950.00		
	Subtotals Admin/Indirect	18.00	14,417.58	3,037.32	#DIV/0!		0.00		
TOTALS									
	Total budgeted per column		19,157.63	96,837.32		0.00	85,950.00		
	Total BUDGETED	99.68	115,994.95	#DIV/0!	0.00	85,950.00			
	BALANCE remaining to allocate		371.05						
	TOTAL GRANT AWARD/ALLOCATION TO SITE		116,366.00						
ASES MATCH REQUIREMENT: ASES requires a 3:1 match for every grant award dollar awarded.									
Total Match amount required for this grant:			38,788.67						
Facilities count toward 25% of this match requirement:			9,697.17						
Remaining match amount required:			29,091.50						
Match should be met by combined OFCY funds, other site funds, private dollars, and in-kind resources. This total equals:			0.00						
Total Match amount left to meet:			29,091.50						

Required Signatures for Budget Approval:

Principal:		Date:
Lead Agency:		Date:



**OAKLAND UNIFIED SCHOOL DISTRICT
ASES AND 21ST CENTURY AFTER SCHOOL PROGRAMS**

PARENT PERMISSION AND STUDENT INFORMATION - ELEMENTARY AND MIDDLE SCHOOLS

I give my child permission to participate in the 2016-17 OUSD After School Program.

Name of School: _____ Parent Signature: _____ Date: _____

Student's Name _____ Grade _____ Date of Birth _____

Parent/Guardian Name (Please print) _____ Email Address _____

Home Address _____ City _____ Zip _____

Home Phone _____ Work Phone _____ Cell Phone _____

EMERGENCY CONTACT INFORMATION

In case of emergency please contact:

Name _____ Relationship _____ Phone: work/home/cell _____

Does your child have health coverage? _____ Yes _____ No

Name of Medical Insurance _____ Policy/ Insurance # _____ Primary Insured's Name _____

Name of Child's Doctor _____ Telephone _____

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

Parent/Guardian Name _____ Signature _____ Date _____

RELEASE OF LIABILITY

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

☒ Parent/Guardian Signature: _____ Date _____

STUDENT RELEASE/ PICK UP POLICY

As parent/guardian, I understand that the After School Program will begin immediately after school is out and will end by 6:00 p.m. Students will not be released to go home from the After School Program until they are signed out by the parent/guardian or one of the individuals listed below:

☒ _____

Parent/Guardian/Caretaker Signature

Date

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

Name/Relationship

Phone Numbers: Home/Work/Cell

Name/Relationship

Phone Numbers: Home/Work/Cell

REMEMBER: Please pick up your child on time. The program ends by 6:00 p.m. If students are not picked up by 6:00 p.m., After School Program staff are required by law to report to Child Protective or law enforcement. Please note: Three instances of tardiness in picking up your child will result in his/her dismissal from the program.

PERMISSION TO EVALUATE PROGRAMS AND TRACK STUDENT PROGRESS

I give permission for the After School Program Staff and any designated evaluation consultant to review my child's school data (including but not limited to test scores, report cards, attendance, other performance indices, and demographic data), and input my child's data into the after school database for the purpose of providing targeted support and academic instruction and assessing the effectiveness of the After School Program. I also give permission for After School Program staff and any designated evaluation consultant to monitor my child's progress and to require my child to complete evaluation surveys for the purpose of determining program effectiveness.

☒ _____ Parent/Guardian Signature

PHOTO/VIDEO RELEASE

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

My child ____ may ____ may not be photographed/videotaped by the After School program for promotional purposes.

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



____ Parent/Guardian Signature

Program Policies

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

- ❖ **Elementary School** students are expected to participate every day until 6pm, for a total of 15 hours per week.
- ❖ **Middle School** students are expected to participate at least 3 days per week until 6pm, for a minimum total of 9 hours per week.

____ I understand that eligible students who can fully participate in the program have priority enrollment. If my child cannot fully participate, my child may lose his/her spot in the program.

____ I understand that my child (in 2nd grade or higher) must sign in to program on a daily basis, and my child or a parent/guardian must sign out of program daily.

____ I understand that some OUSD after school programs may charge fees on a sliding scale in order to serve more students and provide more services. I understand that no child who is eligible for the program will be denied enrollment due to a family's inability to pay program fees.



____ Parent/Guardian Signature

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

Students who are able to participate fully in the after school program every day until 6pm have priority for enrollment.

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

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

School Site: _____

Name of Program: _____

Name of Student: _____

Grade: _____

I request early release of my child from the After School Program at _____ o'clock p.m.
(please check reason)

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

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



Signature of Parent/Guardian

Date

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

FOR STUDENTS AGES ____ AND OLDER ONLY

School Site: _____

Name of Student: _____

Grade: _____

Date of Birth of Student: _____

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

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

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



Signature of Parent/Guardian

Date

**OUSD After School Programs
2016-2017
Student Health Form**

School Site: _____

STUDENT INFORMATION

Student's Name _____ **Date of Birth** _____

Grade in 2016-17 _____ **Language spoken in the home** _____

PARENT/GUARDIAN INFORMATION

Parent/Guardian Name (First, Last) _____

Student's Home Address _____

Phone (home) _____

Parent/Guardian Cell # _____ **Parent/Guardian Work #** _____

EMERGENCY

In case of emergency, please contact:

Name: _____ **Relationship to student:** _____

Phone Number: _____

HEALTH

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

<input type="checkbox"/> Severe Allergy to: _____	<input type="checkbox"/> Student has Epi-pen at school
<input type="checkbox"/> Asthma	<input type="checkbox"/> Student has inhaler at school
<input type="checkbox"/> Diabetes	<input type="checkbox"/> Student has medication at school
<input type="checkbox"/> Seizures	<input type="checkbox"/> Student has medication at school
<input type="checkbox"/> Sickle Cell Anemia	<input type="checkbox"/> Student has medication at school
<input type="checkbox"/> Cystic Fibrosis	<input type="checkbox"/> Student has medication at school
<input type="checkbox"/> Other conditions: _____	<input type="checkbox"/> Student has medication at school

Medications needed during the school day: _____

Medications needed after school hours: _____

Medical Management Plan and Separate Emergency Medication during After School Program:

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 problems? _____

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

Is your child supposed to wear glasses? _____

Please return this form immediately to the after school program.

Thank you!

Exhibit D

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

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

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

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

- ☐ Fall Semester- August 22, 2016 to January 27, 2017
- ☐ Spring Semester- January 30, 2017 to June 9, 2017
- ☐ Summer Program (Specify dates: _____ to _____)

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

Site Coordinator Signature _____ Date _____

Lead Agency Director Signature _____ Date _____

Site Administrator Signature _____ Date _____

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 under 18): _____
(Print)

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

EBRPD Waiver – Swim Use
Rev. 3/09

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

OAKLAND UNIFIED SCHOOL DISTRICT AND _____
20__-20__ MIDDLE SCHOOL SPORTS LEAGUE ACTIVITIES

RELEASE OF LIABILITY AND ASSUMPTION OF RISK

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

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

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

SIGNATURE _____
(Participant or Parent/Legal Guardian if under age of 18)

Today's Date _____

Participant Name (print)

Grade

Date of Birth

School

(COMPLETE INFORMATION ON BOTH SIDES)

OAKLAND UNIFIED SCHOOL DISTRICT AND _____
20__-20__ MIDDLE SCHOOL SPORTS LEAGUE ACTIVITIES

Participant Name (print) _____ Grade _____ Date of Birth _____

School _____

Home Address _____ City _____ Zip _____

Home Phone _____ Work Phone _____ Cell Phone _____ Email Address _____

In case of emergency please contact:

Name _____ Relationship _____ Phone: work/home/cell _____

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

Print name of Parent or Legal Guardian of Minor _____

Home Address _____ City _____ Zip _____

Home Phone _____ Work Phone _____ Cell Phone _____ Email Address _____

SIGNATURE _____
(Participant or Parent/Legal Guardian if under age of 18)

Today's Date _____

Student Participant Health Conditions

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

Medications needed during the school day: _____

Medications needed after school hours: _____

Special Instructions: _____

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

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

INVOICING AND STAFF QUALIFICATIONS FORM 2016-2017

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
		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

PROCEDURE FOR INVOICING
Oakland Unified School District
Comprehensive After School Programs 2016-2017

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

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

The tentative schedule for OUSD payments is anticipated as follows:

Invoices due to our office by 5:00 pm on:	Accounts Payable checks to be mailed on:
August 10, 2016	August 25, 2016
September 9, 2016	September 23, 2016
October 10, 2016	October 24, 2016
November 10, 2016	November 21, 2016
December 9, 2016	December 21, 2016
January 10, 2017	January 25, 2017
February 10, 2017	February 27, 2017
March 10, 2017	March 24, 2017
April 10, 2017	April 25, 2017
May 10, 2017	May 23, 2017
June 9, 2017 for May invoices	June 23, 2017
June 16, 2017 for Final Billing	TBD

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

PROCEDURES for PAID INSERVICE/EXTENDED CONTRACTS and TIME SHEETS OUSD CERTIFICATED TEACHERS 2016-2017

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 Inservice/Extended Contracts and Time Sheets must be submitted to the OUSD After School Programs Office in order to be processed and paid. We are located at 1000 Broadway, Suite 150.
- ◆ **Union Contract rate for teachers is \$25.82/hr.**
- ◆ **Union Contract rate for Academic Liaisons is \$33.58/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, 2016	October 14, 2016
October 31, 2016	November 15, 2016
November 30, 2016	December 15, 2016
December 16, 2016	January 13, 2017
January 31, 2017	February 13, 2017
February 28, 2017	March 15, 2017
March 30, 2017	April 14, 2017
April 28, 2017	May 15, 2017
May 31, 2017	June 15, 2017
June 9, 2017	June 30, 2017

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

**PROCEDURES for EXTENDED TIME and/or OVERTIME FORMS (ET/OT)
for OUSD CLASSIFIED EMPLOYEES 2016-2017**

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 21st 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 1000 Broadway, Suite 150.
- ◆ *Rate varies depending on employee's hourly rate*

ET/OT Forms Due to After School Programs Office on the following anticipated dates:	OUSD Anticipated Payroll Issue Dates
September 15, 2016	September 30, 2016
September 30, 2016	October 13, 2016
October 13, 2016	October 31, 2016
October 31, 2016	November 15, 2016
November 15, 2016	November 30, 2016
November 30, 2016	December 15, 2016
December 15, 2016	December 29, 2016
December 16, 2016	January 13, 2017
January 13, 2017	January 31, 2017
January 31, 2017	February 15, 2017
February 15, 2017	February 28, 2017
February 28, 2017	March 15, 2017
March 15, 2017	March 30, 2017
March 30, 2017	April 14, 2017
April 14, 2017	April 28, 2017
April 28, 2017	May 15, 2017
May 15, 2017	May 31, 2017
May 31, 2017	June 15, 2017
June 9, 2017	June 30, 2017

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

Exhibit H

Certificates of Insurance and Additional Insured Endorsement

INSERT HERE

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

BXW

DATE (MM/DD/YYYY)
8/12/16

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

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

PRODUCER	K & K Insurance Group, Inc. P.O. Box 2338 Fort Wayne, In 46801	CONTACT NAME:	SPORTS	
		PHONE (A/C, No. Ext):	800-441-3994	FAX (A/C, No):
		E-MAIL ADDRESS:	KK.SPORTS@KANDKINSURANCE.COM	
		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: NATIONWIDE LIFE INSURANCE COMP		66869
		INSURER B: NATIONAL CASUALTY COMPANY		11991
		INSURER C:		
		INSURER D:		
		INSURER E:		
		INSURER F:		

INSURED AFTER-SCHOOL ALL-STARS
D/B/A BAY AREA AFTER-SCHOOL ALL-STARS
265 MOLIMO DRIVE
SAN FRANCISCO, CA 94127

COVERAGES

CERTIFICATE NUMBER:

1865449

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. NC=NOT COVERED

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR Owners & Contractors GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		Y	KRO0006437900	12:01AM 7/01/16	12:01AM 7/01/17	EACH OCCURRENCE 1000000 DAMAGE TO RENTED PREMISES (Ea occurrence) 300000 MED EXP (Any one person) 5000 PERSONAL & ADV INJURY 1000000 GENERAL AGGREGATE NONE PRODUCTS-COMP/OP AGG 1000000 Part Lgl Liab 1000000 COMBINED SINGLE LIMIT (Ea Accident) 1000000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			KRO0006437900	12:01AM 7/01/16	12:01AM 7/01/17	BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION			XKO0006438000	12:01AM 7/01/16	12:01AM 7/01/17	EACH OCCURRENCE 4000000 AGGREGATE 4000000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER-STATUE OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT
A	Participant Accident			SPX0027640300	12:01AM 7/01/16	12:01AM 7/01/17	AD&D 10000 Primary Medical NC Excess Medical 25000 Weekly Indemnity NC

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

EFFECTIVE 8/12/16 OAKLAND UNIFIED SCHOOL DISTRICT IS NAMED ADDITIONAL INSURED AS RESPECTS THEIR INTEREST IN THE LIABILITY ARISING FROM THE OPERATIONS OF THE NAMED INSURED

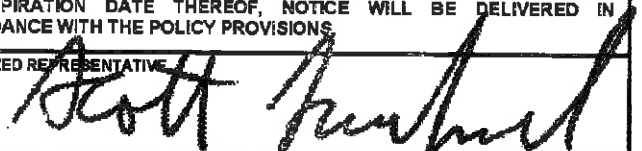
CERTIFICATE HOLDER

CANCELLATION

OAKLAND UNIFIED SCHOOL DISTRICT
ATTENTION: RISK MANAGEMENT
1000 BROADWAY SUITE 440
OAKLAND, CA 94607

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

AUTHORIZED REPRESENTATIVE



ACORDTM

CERTIFICATE OF LIABILITY INSURANCE

BXW

DATE (MM/DD/YYYY)
6/21/16

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

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

PRODUCER	K & K Insurance Group, Inc. P.O. Box 2338 Fort Wayne, In 46801	CONTACT NAME:		
		PHONE (A/C, No. Ext):	000-000-0000	FAX (A/C, No):
INSURED	AFTER SCHOOL ALL STARS AND ITS ENDORSED AFFILIATE CHAPTERS 5670 WILSHIRE BLVD, STE 620 LOS ANGELES, CA 90036	E-MAIL ADDRESS:		
		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: NATIONWIDE LIFE INSURANCE COMP		66869
		INSURER B: NATIONAL CASUALTY COMPANY		11991
		INSURER C:		
		INSURER D:		
		INSURER E:		
		INSURER F:		

COVERAGES CERTIFICATE NUMBER: 1858468 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS NC=NOT COVERED

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR Owners & Contractors GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	N	N	KRO0006437900	12:01AM 7/01/16	12:01AM 7/01/17	EACH OCCURRENCE 1000000 DAMAGE TO RENTED PREMISES (Ea occurrence) 300000 MED EXP (Any one person) 5000 PERSONAL & ADV INJURY 1000000 GENERAL AGGREGATE NONE PRODUCTS-COMP/OP AGG 1000000 Part Lgl Liab 1000000 COMBINED SINGLE LIMIT (Ea Accident) 1000000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			KRO0006437900	12:01AM 7/01/16	12:01AM 7/01/17	BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
B	UMBRELLA LIAB EXCESS LIAB DED <input type="checkbox"/> RETENTION			XKO0006438000	12:01AM 7/01/16	12:01AM 7/01/17	EACH OCCURRENCE 4000000 AGGREGATE 4000000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER-STATUE OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT
A	Participant Accident			SPX0027640300	12:01AM 7/01/16	12:01AM 7/01/17	AD&D 10000 Primary Medical NC Excess Medical 25000 Weekly Indemnity NC

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

EVIDENCE OF INSURANCE

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

AUTHORIZED REPRESENTATIVE

Scott Kunkel

National Casualty Company

ENDORSEMENT
NO. _____

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
KRO6437900	6/12/16	After-School All-Stars DBA: Bay Area After-School All-Stars	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSUREDS OWNERS AND/OR LESSORS OF PREMISES, SPONSORS OR CO-PROMOTERS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The policy is amended to include as an additional Insured any person or organization of the types indicated by an "X" in any boxes shown below, but only with respect to liability arising out of your operations:

☒ Owners and/or lessors of the premises leased, rented, or loaned to you, subject to the following additional exclusions:

- This insurance applies only to an "occurrence" which takes place while you are a tenant in the premises;
- This insurance does not apply to "bodily injury" or "property damage" resulting from structural alterations, new construction or demolition operations performed by or on behalf of the owner and/or lessor of the premises;

c. This insurance does not apply to liability of the owners and/or lessors for "bodily injury" or "property damage" arising out of any design defect or structural maintenance of the premises or loss caused by a premises defect.

With respect to any additional insured included under this policy, this insurance does not apply to any negligence of such additional insured.

☐ Sponsors

☐ Co-Promoters

☒ Any individual person(s) or organization(s) listed below:

Oakland Unified School District
Attention: Risk Management
1000 Broadway
Suite 440
Oakland, CA 94607



AUTHORIZED REPRESENTATIVE

DATE

Exhibit I

Statement of Qualifications

INSERT HERE



MISSION

The mission of After-School All-Stars (ASAS) is to provide comprehensive after-school programs that keep children safe and help them achieve in school and in life.

VISION

Our vision is for our All-Stars to be safe and healthy, graduate high school and go to college, to find careers they love and then give back to their communities.

APPROACH

ASAS' FREE PROGRAMS OPERATE FIVE DAYS PER WEEK DURING THE "DANGER ZONE" HOURS OF 3:00 PM – 6:00 PM WHICH RESEARCH NOTES AS A TIME WHEN UNSUPERVISED YOUTH ARE MOST AT RISK OF BECOMING INVOLVED WITH VIOLENCE, CRIME, DRUGS, ALCOHOL AND UNSAFE SEXUAL BEHAVIOR.

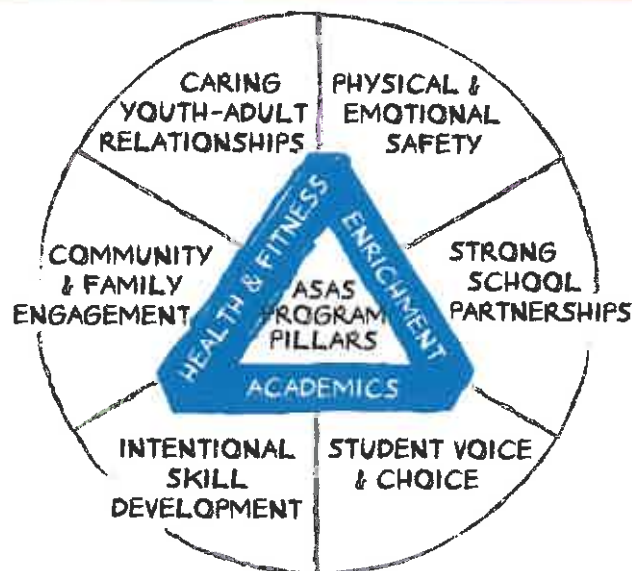
PILLARS

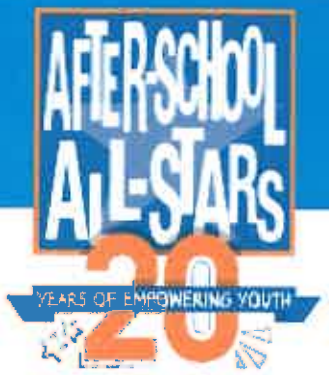
Academics coupled with enrichment activities improve student achievement significantly more than academics alone, so ASAS programming centers around three pillars:

1. **ACADEMICS** – ASAS' academic programs give students access to certified teachers and highly qualified college students who provide homework assistance, test preparation and individualized tutoring in core subjects.
2. **ENRICHMENT ACTIVITIES** – ASAS programs allow children to explore their passions, learn new skills and participate in fun experiential enrichment activities.
3. **HEALTH & FITNESS** – ASAS provides a supportive and structured environment for youth to participate in athletic activities. Trained coaches and staff members use research-based curricula to teach students about the importance of nutrition, health and fitness.

CORNERSTONES

Our cornerstones lay the foundation for high quality out of school time programming.





367 Schools | **87,367** Students

OUR MISSION: Provide comprehensive after-school programs that keep children safe and help them succeed in school and in life.

OUR VISION: For all ASAS students to achieve what we hope for our own children: to be safe and healthy, to graduate high school and go on to college, to find careers they love and then give back to their communities.



91% of ASAS students are youth of color

85% qualify for the Federal Free and Reduced Lunch Program (FRLP)

58% are in the middle school grades

ASAS PROGRAMS and RESULTS:

ASAS aims to improve student's attendance, behavior, test scores, health and self-esteem.



We Are Ready: Middle to high school transition

99% of We Are Ready students are promoted to 9th grade on time



C.E.O: Career Exploration Opportunities

86% say they learned about careers they did not know about and would like to pursue



Sports as a Hook: Sports-based youth development

76% of students report being more active than they used to be



Life Service Action: Service learning and leadership

85% of students report the program helped them feel confident they can make a difference in their communities

Board of Directors:

Arnold Schwarzenegger, Founder & Honorary Chair
Maria Shriver, Honorary Chair
Paul D. Wachter, Chairman, *Main Street Advisors*
Ben Paul, *After-School All-Stars*
Brett Brewer, *SENSA*
Maverick Carter, *LRMR*
Rodney Cohen, *The Carlyle Group*
Laura DiMaggio, *Nigro, Karlin, Segal & Feldstein, LLP*
Annie Duke, *Author, Public Speaker*
Randy Freer, *FOX Sports Media Group*
Scott Galer, *Stubbs Alderton & Markiles, LLP*
Daniel L. Hernandez, *Hollenbeck Youth Center*
Amy M. Heyward, *A Squared Entertainment*
Tom Keys, *MetroPCS*
Jane H. Macon, *Fullbright & Jawarski, LLP*
Michael Reinsdorf, *Chicago Bulls*
Bonnie Reiss, *USC Schwarzenegger Institute for State and Global Policy*
Joseph P. Schlater, *Busara Advisors, LLC*
John Simonian, *Westime*
Tom Werner, *Good Humor TV*



MAJOR FUNDERS:



NEW YORK LIFE
FOUNDATION



metroPCS
Wireless for All.



5670 Wilshire Blvd., Suite 620 Los Angeles, CA 90036 | P. 323.938.3232 | F. 323.938.3210
1400 Eye Street, NW, Suite 500 | Washington, D.C. 20005 | P. 202.289-3905 | F. 323.938.3210

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

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

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

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

OAKLAND UNIFIED SCHOOL DISTRICT

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

Secretary, Board of Education

AGENCY

EMPLOYEE

SAM Search Results
List of records matching your search for :
Record Status: Active

ENTITY After-school All-stars Status:Active

DUNS: 837280692 +4: CAGE Code: 6A2D3 DoDAAC:

Expiration Date: Jun 14, 2017 Has Active Exclusion?: No Delinquent Federal Debt?: No

Address: 5670 Wilshire Blvd, STE 620
City: LOS ANGELES State/Province: CALIFORNIA
ZIP Code: 90036-5683 Country: UNITED STATES

ENTITY After-School All-Stars Hawaii Status:Active

DUNS: 079820974 +4: CAGE Code: 7DJ03 DoDAAC:

Expiration Date: Jun 1, 2017 Has Active Exclusion?: No Delinquent Federal Debt?: No

Address: 4747 Kilauea Ave, #210
City: Honolulu State/Province: HAWAII
ZIP Code: 96816-5308 Country: UNITED STATES

ENTITY AFTER-SCHOOL ALL-STARs Status:Active

DUNS: 022521046 +4: CAGE Code: 5EAK3 DoDAAC:

Expiration Date: May 23, 2017 Has Active Exclusion?: No Delinquent Federal Debt?: No

Address: 3720 HOWARD HUGHES PKWY
STE 240
City: LAS VEGAS State/Province: NEVADA
ZIP Code: 89169-5925 Country: UNITED STATES

ENTITY ORLANDO AFTER-SCHOOL ALL-STARs, INC. Status:Active

DUNS: 079675139 +4: CAGE Code: 7AU07 DoDAAC:

Expiration Date: Jan 6, 2017 Has Active Exclusion?: No Delinquent Federal Debt?: No

Address: 400 S Orange Ave 9th Fl
City: Orlando State/Province: FLORIDA
ZIP Code: 32801-3360 Country: UNITED STATES