

Board Office Use: Legislative File Info.	
File ID Number	16-2018
Introduction Date	9/28/16
Enactment Number	16-1552
Enactment Date	9/28/16



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

# Memo

**To** Board of Education

**From** Antwan Wilson, Superintendent

**Board Meeting Date** 9/28/16  
(To be completed by Procurement)

**Subject** Memorandum of Understanding - Youth Uprising (contractor) - 301/Castlemont High School (site)

**Action Requested** Approval of the Memorandum of Understanding (MOU) between District and Youth Uprising, for services to be provided primarily to 301/Castlemont High School (site).

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

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

**Discussion**  
*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 Youth Uprising, Oakland, CA, for the latter to provide services as lead agency to provide program coordination, math intervention, homework support, student supervision and a variety of enrichment services for Castlemont High School's comprehensive After School Program for the period of July 1, 2016 through August 20, 2017, in the amount of \$140,651.00.

**Recommendation**

Approval by the Board of Education of the Memorandum of Understanding (MOU) between the District and Youth Uprising for the latter to provide Arts, Recreation, Leadership and Family Literary for the After School Program at Castlemont High School for the period July 1, 2016 through August 20, 2017.

**Fiscal Impact**

Funding Resource: 4124/21<sup>st</sup> Century Community Learning Centers Grant: \$101,901.00 for Core funding, \$21,528.00 for Equitable Access, and \$17,222.00 for Family Literacy funding, for a total amount not to exceed \$140,651.00.

**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.** 16-2018

**Department:** After School Program, Castlemont High School

**Vendor Name:** Youth Uprising

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

**Annual Cost:** \$ 140,651.00

**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
- ☐ **CUPCAA 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.**

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

### Agency Information

Agency Name	Youth Uprising	Agency's Contact Person	Olis Simmons
Street Address	8711 MacArthur Blvd.	Title	Executive Director
City	Oakland	Telephone	510/777-9909
State	CA	Zip Code	94605
		Email	olis@youthuprising.org
OUSD Vendor Number	V055842		
Attachments	<input checked="" type="checkbox"/> Proof of general liability and workers' compensation insurance <input checked="" type="checkbox"/> Statement of qualifications <input checked="" type="checkbox"/> Program Planning Tool and Budget <input checked="" type="checkbox"/> Printout showing this vendor does not appear on the Excluded Parties List. ( <a href="http://www.sam.gov/portal/public/Sam/">www.sam.gov/portal/public/Sam/</a> )		

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

Anticipated Start Date	July 1, 2016	Date work will end	August 20, 2017	Total Contract Amount	\$ 140,651.00
------------------------	--------------	--------------------	-----------------	-----------------------	---------------

### Budget Information

Resource #	Resource Name	Org Key #	Object Code	Amount	Req. #
4124	21st CCLC- Core	3011865401	5825	\$ 101,901.00	
4124	21st CCLC- Eq. Access	3011867401	5825	\$ 21,528.00	
4124	21st CCLC- Fam Lit	3011866401	5825	\$ 17,222.00	
			5825	\$	

### OUSD Contract Originator Information

Name of OUSD Contact	William Chavarin	Email	William.Chavarin@ousd.org
Telephone	510/639-1466	Fax	510/639-4271
Site/Dept. Name	301/Castlemont High School	Enrollment Grades	9th through 12th

### 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			8/23/16
2. Oakland After School Programs Office			8/24/16
3. Network Officer or Deputy Chief			8/24/16
4. Cabinet (CAO, CCO, CFO, CSO, Asst Sup)			
5. Board of Education or Superintendent			
Procurement	Date Received		

**After School Template for High Schools  
Memorandum of Understanding 2016-2017  
Between Oakland Unified School District and  
Youth Uprising**

---

1. **Intent.** This Memorandum of Understanding ("MOU") establishes the Oakland Unified School District's ("OUSD") intent to contract with Youth Uprising ("AGENCY") to serve as the lead agency to provide after-school and/or summer educational programs and to serve a sufficient number of students and run services for a sufficient number of days to earn the core grant allocation of funding at 301/Castlemont High School under the following grants:
  - California Department of Education ("CDE") 21st Century High School ASSETS Program ("ASSETS Core Grant")
  - California Department of Education ("CDE") 21st Century Direct Access Grant ("Direct Access")
  - California Department of Education ("CDE") 21st Century Family Literacy Grant ("Family Literacy")
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 21st Century ASSETS Core Grant, Family Literacy, and Direct Access grant award amount for Youth Uprising is \$140,651.00. 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 ASSETS Core Grant shall be based on actual student attendance rates (\$10.00 a day per student), not estimates, as those programs are "positive attendance based." OUSD reserves the right to modify the annual core allocation based on reported attendance. In the event that payments made to AGENCY exceed the reported attendance for the Core grant, the AGENCY will return payments to OUSD at the rate of \$10.00 a day per student. Documentation of attendance must be submitted through the OUSD/OFCY attendance systems in order for invoices for payment of services for the ASSETS Core Grant to be processed. (**Exhibit A - Attendance Reporting Schedule 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 ASSETS Core Grant for any adjustments resulting from the reconciliation of the attendance reports for that quarter's months. The attendance reconciliation process will assess the program's performance with respect to the required compliance with the grant mandated attendance rates. Based on the review, financial adjustments of additional payment or additional withholding will be made. Any remaining balance(s) will be forwarded to AGENCY or OUSD. Any adjustment required in excess of the withholding will necessitate additional adjustments to future invoices and payments.

- 4.2.2. **Administrative Charges and Reconciliation.** Reconciliation process for positive attendance based grants must factor in the subtraction of administrative and other OUSD central charges, as outlined in section 4.3, from any grant amounts earned through attendance (OUSD indirect, custodial, evaluation, and After School Programs Office administrative and training/technical assistance fees).
- 4.3. **OUSD Administrative Fees.** OUSD shall charge and withhold up to 14% from the overall 21st Century ASSETS Core Grant, Family Literacy grant, and Direct Access grant for central indirect, administrative, custodial, evaluation, and direct service training and technical assistance costs.
- 4.4. **AGENCY Administrative Fees.** AGENCY understands and agrees that it may not charge more than 4% of the total contract amount as administrative fees and that its administrative fees must be set at an appropriate dollar amount to keep the 21st Century ASSETS Core Grant, Family Literacy grant, and Direct Access grant within the grant-mandated allowable 15% for total indirect/administrative costs. The agency administrative fees charged to the 21st Century ASSETS Core Grant, Family Literacy grant, and Direct Access grant must be used for direct administrative costs and cannot be used for agency indirect costs. Direct administrative costs consist of expenditures for administrative activities that provide a direct benefit to the 21st Century ASSETS program. Indirect costs consist of expenditures for administrative activities that are necessary for the general operation of the agency, but that cannot be tied to the 21st Century ASSETS program.
- 4.5. **Program Budget.** The grant will remain as part of the site budget. Funds will be encumbered from the site budget on behalf of AGENCY for the school year 2016-2017 and will not exceed \$140,651.00 in accordance with **Exhibit B** ("21<sup>st</sup> CCLC After School Program Plan" and "After School Budget Planning Spreadsheet").
- 4.6. **Modifications to Budget.** Any modifications to the approved grant budget must be approved by OUSD, AGENCY, and CDE before expenditures of funds for modified line items are authorized. Except as expressly set forth herein, OUSD shall not be liable to AGENCY for any costs or expenses paid or incurred by AGENCY in performing services for OUSD. The granting of any payment by OUSD, or the receipt thereof by AGENCY, shall in no way lessen the liability of AGENCY to correct unsatisfactory work, although the unsatisfactory character of that work may not have been apparent or detected at the time a payment was made. Work, which does not conform to the requirements of this Agreement, may be rejected by OUSD and in that case must be replaced by AGENCY without delay.
- 4.7. **Program Fees.** The intent of the 21<sup>st</sup> Century ASSETS program is to establish local programs that offer academic assistance and enrichment for students in need of such services regardless of their ability to pay. Though it is not against the rules to charge fees for participation in programs, the CA Department of Education discourages it because it could exclude students in need from attending and taking advantage of the after school program. Fees should not create a barrier to participation in the after school program. After school services must be equally accessible to all students targeted for services regardless of their ability to pay. Programs that propose to charge fees may not prohibit any family from participating based on their inability to pay and must offer a sliding scale of fees and scholarships for those who could not otherwise afford to participate. Any income collected from fees must be used to fund program activities specified in the grant application. AGENCY shall do full accounting of fees collected, and documentation shall be kept for 5 years for auditing purposes. If AGENCY decides to charge fees, this decision shall be made collaboratively with the Site Administrator, and AGENCY shall work collaboratively with the Site Administrator and parent leaders to develop an appropriate program fee structure for the school community. AGENCY shall provide the OUSD After School Programs Office with written documentation of the program fee structure prior to charging any program fees, and shall provide OUSD with additional documentation upon request, to ensure grant compliance.
5. **Scope of Work.** AGENCY will serve as lead agency at 301/Castlemont High School, will be responsible for operations and management of the 21st Century ASSETS Core Grant, Family



Literacy grant, and Direct Access grant contracted to AGENCY by OUSD for fiscal year 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 301/Castlemont High 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 21st Century ASSETS Core, Family Literacy, and Direct Access funding guideline requirements and follow OUSD after school policies and procedures. This includes compliance with OUSD staffing requirements and policies including No Child Left Behind and other legislative mandates.

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

5.4. **Program Requirements**

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

5.4.2. **Program Days.** AGENCY shall offer a program for a minimum of 177-180 days during the 2016 – 2017 school year.

5.4.2.1. **Attendance Targets.** AGENCY will operate the program for a sufficient number of days during the 2016 – 2017 school year to ensure that student attendance targets are met. This can include Summer Session.

5.4.2.2. **Program Closure.** AGENCY will close the ASSETS program no more than a maximum of 3 days in the 2016-17 school year for staff professional development, as permitted by Education Code.

5.4.3. **Program Components**

5.4.3.1. AGENCY shall provide programming that supports the guidelines as outlined in the ASSETS Core Grant for students at 301/Castlemont High School. AGENCY understands that the ASSETS program has three required elements that must be offered in every funded program: academic assistance, enrichment, and family literacy services. AGENCY understands that the academic and enrichment elements must provide additional support for pupils and be coordinated with the regular academic program requirements, standards-aligned curriculum and instructional materials, and assessments of pupil progress. AGENCY agrees to provide programming consistent with grant guidelines, including, but not limited to:

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

- 5.4.3.1.2. **Enrichment.** Each ASSETs program will provide an enrichment element that offers participating students a broad array of additional services, programs, and activities designed to reinforce and complement the regular academic program. Services will be actively coordinated with the students' regular high school day program. It is strongly encouraged that programs include an Internship Program to develop Career Skills. In particular, the enrichment element activities must be developed in alignment with appropriate California content standards and standards-aligned instructional materials, related California curriculum frameworks, and other research-based practices.
- 5.4.3.1.3. **Family Literacy Services.** AGENCY shall assess the need for family literacy services among adult family members of the high school students to be served by the program. All programs will, at a minimum, either refer families to existing services or coordinate with local service providers to deliver literacy and educational development services.
- 5.4.3.2. **Equitable Access Programming.** AGENCY shall include a component for students at 301/Castlemont High School to support full access to program components.
- 5.4.3.3. **Family Literacy Programming.** AGENCY shall offer a component for guardians, parents, and caretakers of students at 301/Castlemont High School which includes parent workshop and training on a variety of topics including supporting youth academically, college and career readiness, and adult literacy development.
- 5.4.3.4. **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:
- 5.4.3.4.1. Provide meals and beverages that meet State and Federal standards;
- 5.4.3.4.2. 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;
- 5.4.3.4.3. Provide all supplies including utensils, napkins, forks, required;
- 5.4.3.4.4. Support compliance by AGENCY with required State and Federal administrative requirements;
- 5.4.3.4.5. Provide annual training to AGENCY.
- 5.4.3.5. Each AGENCY participating in the Nutrition Services snack/meal/beverage program shall:
- 5.4.3.5.1. 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;
- 5.4.3.5.2. Complete After School Snack and Supper Menu Production Worksheets (MPW) on a daily basis;
- 5.4.3.5.3. Ensure meal count is accurate;
- 5.4.3.5.4. Submit completed MPW to cafeteria staff by the next business day;
- 5.4.3.5.5. Return leftovers to cafeteria;
- 5.4.3.5.6. Ensure that only students are served and receive food from the program;
- 5.4.3.5.7. Ensure that meals are not removed from campus



- 5.4.3.5.8. Immediately report to OUSD Site Coordinator and Nutrition Services any concerns related to food safety or food contamination
- 5.4.3.6. AGENCY will be billed at the rates immediately below, for meals by Nutrition Services under the following conditions.
- 5.4.3.6.1. MPW not completed and submitted by the next business day;
- 5.4.3.6.2. Snacks are ordered and not picked up
- 5.4.3.7. 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:
- 5.4.3.7.1. Snack: \$1.00
- 5.4.3.7.2. Supper: \$3.50
- 5.4.3.8. 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 301/Castlemont High 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 (e.g., food allergies). A plan will be developed to collect, secure, and dispense prescription medications from their original containers only and consistent with physician's instructions.

**6.6. Supervision**

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

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

- 6.6.3. Chaperones are all AGENCY employees or subcontractors, parent(s)/guardian(s), or other authorized chaperones and are 21 or older. After School and Summer Program Coordinators and lead trip staff are satisfied that all chaperones are willing and able to perform required duties, including understanding and implementing instructions, understanding health information for students in their group, and responding effectively in the event of an emergency. Trip attendees shall be limited to assigned school or 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; (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](mailto: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 (**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 21<sup>st</sup> Century ASSETS Core Grant, Direct Access, and Family Literacy 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 21<sup>st</sup> Century Community Learning Centers grant program, CFDA Number 84.287, awarded by the Office of Elementary and Secondary Education Academic Improvement and Teacher Quality Programs office. Sub recipients that receive over \$500,000 of federal funds are required to undergo an annual audit and to communicate findings to OUSD, as requested. AGENCY will ensure that all contracted funds of this MOU are expended as per grant guidelines.

7.1. **Accounting Records.** AGENCY will maintain its accounting records based upon the principles of fund accounting.

7.2. **Disputes.** AGENCY shall make all records related to 21<sup>st</sup> Century ASSETS, Family Literacy, and Direct Access grants available to OUSD for review. OUSD and AGENCY shall meet and confer regarding any disputes as to the amount of actual expenses before taking any action to collect funds.

8. Invoicing

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

8.2. **Unallowable Expenses.** AGENCY may not purchase computers or capital equipment using 21<sup>st</sup> Century Core Grant, Direct Access, or Family Literacy grant funds.

8.3. **Invoice Requirements.** AGENCY will submit invoices with evidence of the following staff qualifications for each AGENCY employee and AGENCY agent, including employees of subcontracting agencies and volunteers: TB Clearance, current CA Department of Justice and FBI fingerprint clearance, and Instructional Aide requirement. AGENCY will utilize the required OUSD invoicing and staff qualifications form (**Exhibit F**) for regular invoice submission.

8.4. **Submission of Invoices.** AGENCY must submit invoices to OUSD on a timely and regular basis for services rendered. OUSD will not accept invoices submitted more than thirty days beyond the end of each fiscal quarter. No invoices will be accepted more than 30 days past the end of June 30 of the contractual fiscal year. AGENCY must also submit invoices according to specific invoicing deadlines as outlined by OUSD to ensure timely processing. (**Exhibit G**)

8.5. **Submission of Invoices for ASEP and 21<sup>st</sup> Century Grants.** For services rendered related to the 21<sup>st</sup> Century ASSETS grants, OUSD shall pay AGENCY, on a monthly basis, for appropriately



documented expenses related to the 21<sup>st</sup> Century ASSETS grants, with a cumulative total for 2016-17 not to exceed \$140,651.00 in accordance with the attached Exhibits to this Memorandum. Invoices for payment of services shall be submitted by the 10<sup>th</sup> of each month to the OUSD After School Programs Office, utilizing the required OUSD invoicing and staff qualifications form (**Exhibit F**). OUSD will strive to adhere to second Accounts Payable check run per the published schedule of monthly payments if invoices are submitted in accordance with the deadlines and requirements set forth in this section and the accompanying Exhibits.

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

## 10. Changes

- 10.1. **Agency Changes.** AGENCY may, at any time, by written order, make changes consistent with Section 5 Scope of Work of this MOU. If such changes cause an increase or decrease in the budgeted cost of or the time required for performance of the agreed upon work, an equitable adjustment as mutually agreed shall be made in the limit on compensation as set forth in Section 4 or in the time of required performance as set forth in Section 5.4, or both. In the event that AGENCY encounters any unanticipated conditions or contingencies that may affect the scope of work or services and result in an adjustment in the amount of compensation specified herein, AGENCY shall so advise OUSD immediately upon notice of such condition or contingency. The written notice shall explain the circumstances giving rise to the unforeseen condition or contingency and shall set forth the proposed adjustment in compensation. Such notice shall be given to OUSD prior to the time that AGENCY performs work or services related to the proposed adjustment in compensation. Any and all pertinent changes shall be expressed in a written amendment to this MOU and signed by OUSD prior to AGENCY's implementation of such changes.
- 10.2. **Changing Legislation.** AGENCY understands that changes in Federal, or state legislation or District policy may impact funding levels, grant requirements, and responsibilities of AGENCY during an academic school year. This MOU may be amended during the 2016-17 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  
☐ Superintendent

9/29/16  
 Date

Secretary, Board of Education

9/29/16  
 Date

Deputy Chief  
 Community Schools and Student Services Dept.

9/6/16  
 Date

Principal

8/23/16  
 Date

Network Superintendent

9/2/16  
 Date

Deputy Superintendent  
 Academic & Social Emotional Learning

Date

**AGENCY**

Agency Director Signature

8/19/16  
 Date

Print Name, Title

**Attachments:**

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

MOU template approved by Legal June, 2016

**Exhibit A**

**ATTENDANCE REPORTING SCHEDULE**

<b>Oakland Unified School District After School Programs Attendance Reporting Schedule</b>	
<b>Monthly Attendance Period</b>	<b>Deadline to Input Attendance Data into Cityspan</b>
July 1 – July 31, 2016	<b>August 10, 2016</b>
August 1 - August 30, 2016	<b>September 9, 2016</b>
September 1-30, 2016	<b>October 10, 2016</b>
October 1-30, 2016	<b>November 10, 2016</b>
November 1-30, 2016	<b>December 9, 2016</b>
December 1-31, 2016	<b>January 10, 2017</b>
January 1-31, 2017	<b>February 10, 2017</b>
February 1-29, 2017	<b>March 10, 2017</b>
March 1-31, 2017	<b>April 10, 2017</b>
April 1-30, 2017	<b>May 10, 2017</b>
May 1-31, 2017	<b>June 9, 2017</b>
June 1-30, 2017	<b>June 16, 2017</b>

Exhibit B

**21<sup>ST</sup> CCLC AFTER SCHOOL PROGRAM PLAN  
AND AFTER SCHOOL BUDGET PLANNING SPREADSHEET**

*(Template distributed separately)*

**INSERT HERE**



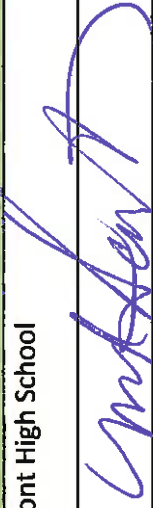


OUSD After School Programs  
21<sup>st</sup> Century ASSETS After School Program Plan  
High Schools  
2016 - 2017

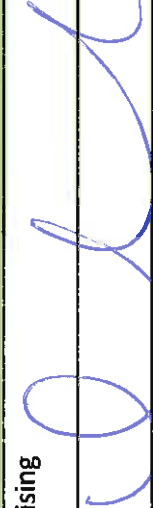
By \_\_\_\_\_

SECTION 1: School Site Information

School Site: Castlemont High School

Principal Signature: 

Lead Agency: Youth UpRising

Lead Agency Signature: 

After School Site Coordinator Name: Hannah Kahl

Date: 03-17-16

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.

1. Engaged, healthy, and safe learners who recognize the importance of healthy lifestyle
2. College and career ready learners who express artistic abilities through a variety of media
3. College and career ready learners who succeed as critical thinkers and problem solvers
4. Socially conscious agents of change in East Oakland and beyond who are designers and leaders of movements towards a sustainable and just world

LCAP Strategic Priorities

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

- X College and Career Readiness (LCAP Goal 1)
- X Student Engagement (LCAP Goal 5)
- X Literacy Proficiency on standards, grade level reading, English Learners Reading Fluency (LCAP Goals 2, 3, 4)
- Mathematics/STEM Proficiency (LCAP Goal 2)
- X Parent/Family Engagement (LCAP Goal 6)
- X Safe, Healthy and 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.

<p>1. Students identified by their teachers as high-need will receive academic support through a model that treats afterschool tutoring as an extension of the school day.</p> <p>2. The after school program will connect Castlemont students to employment training, internships and subsidized job opportunities.</p> <p>3. Students will learn leadership skills with a social justice lens and will be given opportunities to engage in leadership on and off campus.</p> <p>4. Students will be active and healthy physically and mentally, through involvement in one or more of the sports clubs, exercise-based programs, and/or support groups</p> <p>These after school program goals directly correlate to Castlemont's goal of preparing college and career ready learners that are both socially conscious agents of change and recognize the importance of a healthy lifestyle.</p>			
<b>SECTION 3: OUSD Strategic Questions</b> Complete the matrix for at least two of the following four OUSD Strategic questions.			
Strategic Questions/Desired Outcomes	Strategic Activities	Outcomes of Strategic Activities	Data used to assess the strategic activities
<i>As a result of our ASP efforts...</i>	<i>What after school strategic activities will support the desired outcomes?</i>	<i>What short-term outcomes will you expect from your efforts by the end of the school year?</i>	<i>What data will be collected to measure these outcomes?</i>
<b>High School Graduation:</b> How many more Oakland children are graduating from high school?	By participating in afterschool programming students will be able to recover academic and elective credit	Students behind in credits will be caught up or on their way to attaining enough credits to graduate	# of high school credits at the start of the year compared to the end of the year
<b>Satisfactory School Day Attendance:</b> How many more Oakland children are attending school 95% or more?	Through participation in an after school program dedicated to youth development and SEL, students will develop greater academic, creative, and social confidence	This confidence will translate to greater comfort at school leading to better attendance	Grades and attendance records will be monitored for students that attend after school opposed to those that do not
<b>Job Skills/Career readiness:</b> How many more students have meaningful internships and/or paying jobs?	All students will have access to job prep and internship	Students will be engaged in positive ways to gain	# of students taking a job prep course and/or

	to their pathway and/or outside their pathway	further incentives to attend school	working in a paid internship
<b>Health and Well-being:</b> How many more Oakland children have access to, and use, the health services they need?	All students will have access to support groups, exercise-based programming, healthy cooking classes and daily nutritional district meals.	Students will be healthier and therefore more able to fully engage in their studies and will have to stay home less due to illness.	# of students in health & well-being related programming
<b>SECTION 4: Program Model and Lead Agency Selection</b>			
For 2016-2017, my site will operate the following program model:			
<input type="checkbox"/> <b>Traditional After School:</b> <i>voluntary program open to all students, with enrollment priorities targeting certain students</i> <input type="checkbox"/> <b>Extended Day Program:</b> <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 <b>not</b> appear on the school bell schedule)</i> <input checked="" type="checkbox"/> <b>Blended/Hybrid:</b> <i>combination of some extended day and some traditional after school programming</i>			
<b>Description and Rationale for Selection of Lead Agency</b>			
Describe how the selected Lead Agency partner will support the school's plans for Full Service Community School development			
<p>As a community-based organization on the Castlemont campus serving the young people of East Oakland with comprehensive career and education, arts, health and wellness, and youth leadership development services, Youth UpRising is well positioned to partner with Castlemont High School in developing a full service community school model. Youth UpRising will communicate on a weekly basis with Castlemont leadership and more specifically with the Community Schools Manager to discuss the needs of the school and make sure the after school program is aligned to the school's vision and plan. YU will also remain a strong member of the Castlemont Community Collaborative that is a central component of the school's plan for Full Service Community School development.</p>			
<b>SECTION 5: Attendance, Program Dates, Minimum Days, and Program Schedule</b>			
In order to remain in compliance and meet minimum funding requirements, high school programs are required to operate a minimum of 15 hours per week. This can consist of before and after school programming, as well as weekend, intercession, and summer programming.			

<p><i>* 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.</i></p>		
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	
Projected Daily Attendance during School Year 2016-2017	130	
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.	PD will be held during school breaks	
<p><b>Minimum Days</b> Minimum days can have a significant impact on the after school staffing and budget if programs provide increased hours of service due to early dismissal times. 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 QUSD schedule of one minimum day per week for the school year.</p>		
Projected Number of Minimum Days for School Year 2016-2017	50 (including Wednesdays)	
<p>Describe funding plan to operate program on minimum days, including additional school resources (if any), to support full program implementation on all minimum days: Because many of the afterschool staff are also full day Youth Uprising employees we always coordinate having enough staff prepared to facilitate minimum day activities without additional staffing costs. We also partner with additional service providers on campus this day to leverage the additional program hours.</p>		
<p><b>Program Schedule</b> 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. The program schedule must reflect at least 15 hours of programming per week. 2. Submit a copy of the school bell schedule for the 2016-17 school year.</p>		



**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.)

**Please make sure program schedule clearly shows when the following program requirements will take place:**

For Comprehensive high schools:

- Academic mentoring for 9<sup>th</sup> graders at risk of failing classes
- Academic supports and mentoring for 10<sup>th</sup> – 12<sup>th</sup> grade students taking credit recovery

For Alternative Ed high schools:

- College and career readiness activities

#### SECTION 6: Transitions Support

Schools have students transitioning in and out over the course of the school year. This includes incoming 9<sup>th</sup> graders, students who are transitioning mid-year from other schools or the juvenile justice system; as well as graduating students.

**How will your program collaborate with the school day to support students who are transitioning into the school?**

-Knight Life will have staff supporting the OUSD 9<sup>th</sup> grade summer bridge in order to build a culture of afterschool attendance with the incoming class as well as provide support for their big transition.

-Knight Life will do advisory presentations and activities throughout the school year: making sure that new students feel welcome and comfortable to get involved with afterschool programming any time during the year not just in September or January.

-Knight Life consistently connects students transitioning back from the juvenile justice system with Youth UpRisings internship/job readiness program

### SECTION 7: Academics

Your site should plan to offer a range of academic supports to support students to learn and practice skills and knowledge related to core academic content. 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.

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
Academic mentoring for 9 <sup>th</sup> grade students (required for comprehensive HS)	20 - 9 <sup>th</sup> graders at risk of failing	<input checked="" type="checkbox"/> Academic Intervention <input checked="" type="checkbox"/> Tutoring <input checked="" type="checkbox"/> Literacy Intervention <input checked="" type="checkbox"/> Skill Building <input type="checkbox"/> Credit Recovery	Engaged, healthy, and safe learners who apply knowledge to their personal goals	1-on-1 and small group instruction	2hrs/week; 38 weeks	80% of students engaged will move on to 10 <sup>th</sup> grade without receiving any F's.
Academic mentoring for 10 <sup>th</sup> -12 <sup>th</sup> grade students taking credit recovery (required for comprehensive HS)	20 credit recovery students in 10 <sup>th</sup> -12 <sup>th</sup> gr	<input checked="" type="checkbox"/> Academic Intervention <input type="checkbox"/> Tutoring <input type="checkbox"/> Literacy Intervention <input checked="" type="checkbox"/> Skill Building <input checked="" type="checkbox"/> Credit Recovery	College and career ready learners who demonstrate proficiency in reading, writing, listening, and speaking	1-on-1 and small group instruction	2hrs/week; 38 weeks	80% of students engaged will recover 20 credits or more.
Tutoring/homework help	Students at risk of failing a class. Any student who wants to increase their grades.	<input type="checkbox"/> Academic Intervention <input checked="" type="checkbox"/> Tutoring <input type="checkbox"/> Literacy Intervention <input checked="" type="checkbox"/> Skill Building <input type="checkbox"/> Credit Recovery	College and career ready learners who demonstrate proficiency in reading, writing, listening, and speaking	1-on-1 and small group instruction	12hrs/week; 38 weeks	125 students will take advantage
SAT prep		<input type="checkbox"/> Academic Intervention <input type="checkbox"/> Tutoring				



Peer tutoring and English language development	Newcomer students	<input type="checkbox"/> Literacy Intervention <input type="checkbox"/> Skill Building <input type="checkbox"/> Credit Recovery	College and career ready learners who demonstrate proficiency in reading, writing, listening, and speaking	1-on-1 and small group instruction	2 hrs/week; 38 weeks	50 Newcomer students will engage in tutoring
		<input checked="" type="checkbox"/> Academic Intervention <input checked="" type="checkbox"/> Tutoring <input checked="" type="checkbox"/> Literacy Intervention <input checked="" type="checkbox"/> Skill Building <input type="checkbox"/> Credit Recovery				

### SECTION 8: CAREER-RELATED ACADEMIC ENRICHMENT, College Preparation and WORK-BASED LEARNING

Career-related enrichment activities and physical activity/recreation are required components of the ASES and 21<sup>st</sup> Century grants. Enrichment activities should provide students with the opportunity to learn and practice technical skills, employability skills and career planning skills.

**Technical skills** are job related and technical skills and knowledge related to anticipate labor market conditions. **Employability skills** are behaviors, attitudes and habits of the mind that have been referred to as 'soft skills'. **Career planning skills** are skills and competencies that can be used for lifelong learning, career management, and negotiating transitions throughout a working lifetime. Enrichment activities should intentionally and creatively build skills that support students' success in school and in life.

Description of Program/ Activity	Pathway supported by this program/ activity	How does this program/activity support student readiness for career and/or college	Target Pop. & Frequency: hrs/wk; # of wks	Targeted Skills	Measurable Outcome
After School Club aligned to Sustainable Urban Design Academy Career Pathway (recommended for comprehensive HS)	SUDA Internship	Students work on the farm, in the garden, and in the fab lab to learn and practice industry-based skills.	6hrs/wk; 38 wks	<input checked="" type="checkbox"/> Employability skills <input type="checkbox"/> Career Planning Skills <input checked="" type="checkbox"/> Work based Learning Experience <input checked="" type="checkbox"/> Technical skills	10 students will intern with SUDA
Non-career pathway internships w/ work readiness soft skills training	Some internship placements will be health related	Students will be placed in internships based on interest	17hrs/wk; 50 wks	<input checked="" type="checkbox"/> Employability skills <input checked="" type="checkbox"/> Career Planning Skills <input checked="" type="checkbox"/> Work based Learning Experience <input type="checkbox"/> Technical skills	30 students will be provided with weekly employment training and subsidized internship placements
Career Expo	SUDA & Public Health	Students will be exposed to new careers	3hrs/wk; 1 week	<input checked="" type="checkbox"/> Employability skills <input checked="" type="checkbox"/> Career Planning Skills <input type="checkbox"/> Work based Learning Experience <input type="checkbox"/> Technical skills	10 students will attend a career expo field trip
College Tour/Fair		Students will be exposed to new colleges and new majors	4hrs/wk; 1 week	<input type="checkbox"/> Employability skills <input checked="" type="checkbox"/> Career Planning Skills <input type="checkbox"/> Work based Learning Experience <input type="checkbox"/> Technical skills <input checked="" type="checkbox"/> Employability skills	10 students will attend a college fair/tour

					<input type="checkbox"/> Career Planning Skills <input type="checkbox"/> Work based Learning Experience <input type="checkbox"/> Technical skills	
--	--	--	--	--	---	--

SECTION 9: ENRICHMENT: Leadership, Social and Emotional Learning, Financial Literacy, Technology, Arts, and Health, Wellness and Fitness. After school programs should provide structured opportunities for youth to engage in enrichment activities that may not be included in the school day such as leadership, social and emotional learning, financial literacy, Technology/Computer Science, Arts, and Health and Wellness. These opportunities not only engage students but provide skills to support them to become "community ready". This includes preparing students with the skills they need in order to actively participate in a civil society in the digital age.				
Description of Activity/Program	How does this program/activity support students for community readiness?	Target Population and Frequency (hrs per wk; # of wks)	Targeted Skills	Measurable Outcome
<b>Get Creative: Graffiti &amp; Mural, Cosmetology, Music</b> – These classes offer introductory through industry level creative skills. Students are led step by step through the process of creating a finished product/showcase in their artistic discipline.	Students engage in social and emotional learning by expressing themselves through the arts.	All students Emphasis on students who are disengaged from school 10 hrs/wk ; 50 weeks	<input type="checkbox"/> Leadership <input checked="" type="checkbox"/> Social Emotional Learning <input type="checkbox"/> Financial literacy <input type="checkbox"/> Technology <input checked="" type="checkbox"/> Arts <input checked="" type="checkbox"/> Health and Wellness <input type="checkbox"/> Other (please specify)	50 students will participate in at least 10 hours of creative/art based enrichment.
<b>Become a Leader: Youth Action Team (YAT) and Teens on Target (TNT), REAL HARD</b> YAT , TNT and REAL HARD provides students with a social justice lens to engage in structural change, education and advocacy. The program's focus is leadership, service, and community engagement	Students gain leadership skills through hands on projects and workshops that they plan and lead. Students receive stipends for their work and receive financial literacy through the Thrive N Shine financial app game and curriculum.	All students Emphasis on students who are disengaged from school 10 hrs/wk ; 38 weeks	<input checked="" type="checkbox"/> Leadership <input type="checkbox"/> Social Emotional Learning <input checked="" type="checkbox"/> Financial literacy <input checked="" type="checkbox"/> Technology <input type="checkbox"/> Arts <input type="checkbox"/> Health and Wellness <input type="checkbox"/> Other (please specify)	50 students will complete a leadership curriculum and do some variation of a service project
<b>Get Fit: Swim Club, Dance, Healthy Cooking</b> These classes will engage students in a specific active skill while also educating them on healthy food and lifestyle choices.	Students will be physically active and will also receive nutrition and healthy living tips.	All students Emphasis on students who are not in organized sports 18 hrs/wk ; 38 weeks	<input type="checkbox"/> Leadership <input checked="" type="checkbox"/> Social Emotional Learning <input type="checkbox"/> Financial literacy <input type="checkbox"/> Technology <input type="checkbox"/> Arts <input checked="" type="checkbox"/> Health and Wellness <input type="checkbox"/> Other (please specify)	50 students will participate in at least 10 hours of active/healthy living enrichment.

<p><b>Creating Community: Fun and Fact, Field Trips, Video Games, Socials –</b>  Social activities to create stronger bonds amongst student body and between students and adults.  Activities to increase school spirit.</p>	<p>Social emotion learning will happen as youth and adults engage in positive social events that increase team building skills, communication, and trust.</p>	<p>All students  Emphasis on students often involved in disciplinary actions, also a positive reinforcement for desirable behavior  5 hrs/wk ; 38 weeks</p>	<p> <input type="checkbox"/> Leadership  <input checked="" type="checkbox"/> Social Emotional Learning  <input type="checkbox"/> Financial literacy  <input type="checkbox"/> Technology  <input type="checkbox"/> Arts  <input type="checkbox"/> Health and Wellness  <input checked="" type="checkbox"/> Other (please specify)  Field trips provide hands-on, experiential learning </p>	<p>75% of student body will engage in some social event</p>
--	---	---	---	---

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

Type of Activity and Frequency	SPSA goal(s) or school need supported by activity	Describe how this activity is connected to student achievement	Measurable Outcome	Alignment with school day family engagement / family literacy efforts or resources
Showcase and award ceremonies / Family Celebrations - quarterly	Engaged, healthy, and safe learners who apply knowledge to their personal goals	By highlighting and recognizing all types of accomplishment we keep students proud and engaged	25 families will attend each event	Increased family engagement
Community Resource Fair	Engaged, healthy, and safe learners who apply knowledge to their personal goals	Students and parents will have access to resources including financial literacy, healthy lifestyles, college, legal, etc.	25 families will attend	Increased family engagement
Empowering Parents College Readiness Series	College and career ready learners who succeed as critical thinkers and problem solvers	Parents will become more empowered to navigate the educational system	10 families will attend	Increased family engagement

#### FAMILY LIAISON:

*Describe the anticipated duties of the Family Liaison in your program. Also identify what supports your school site will provide the Family Liaison, including training and materials.*



The family liaison will be involved with outreaching to parents about events. They will also engage families to see what their needs are as well as their ideas for engagement.

#### 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.

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

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

Strategies to Support Attendance	Action Steps
a) Recruit and address the needs of students who are at risk of chronic absenteeism.	We will do targeted outreach (calls and home visits) to students who are at risk of chronic absenteeism to engage them in the after-school programming and thus re-engaging them in school.
b) Inform parents about the importance of attendance and encourage parents to help each other get their students to class.	We will do targeted outreach (calls and home visits) to the parents of students who are at risk of chronic absenteeism to engage to inform them about after-school programming and the importance of good day time attendance.

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.	The after school program will organize field trips that can be attended by program participants who have exemplary attendance. Students with good attendance will also be recognized at family celebrations
<b>SECTION 12: Transforming School Culture and Climate</b> After school programs can play a critical role in support the school's efforts to transform school culture and climate, helping to make schools positive, safe, and 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?  <input checked="" type="checkbox"/> X_ PBIS (Positive Behavioral Interventions and Support) <input checked="" type="checkbox"/> X_ Restorative Justice <input checked="" type="checkbox"/> X_ Social and Emotional Learning <input checked="" type="checkbox"/> X_ 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.)  Castlemont and YU will meet on a weekly basis to check in about the afterschool program's alignment with the school's culture and climate priorities. Site Coordinator will attend weekly COST meeting as well as monthly Castlemont Community Collaborative meetings. YU staff, community partners, Community School Manager, and teachers will collaborate on day time/ after school events (i.e. First Friday, Pep Rallies, Spirit Week) to ensure a healthy robust school culture and climate.	

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.):

The after school program will have weekly groups, Man Up/Sister Circle/We Out Here, that provide social-emotional support to African American students as well as other students of color. At YU Black professionals hold the majority of after school positions including instructors, case managers, tutors, and career advisors. They serve as positive, relatable role models for African American students. VAT and TNT teach leadership and social-emotional learning through the lens of social justice and understanding historical injustices in order to empower African American students and other students of color towards radical healing. Family Celebrations will be a time to recognize student's accomplishments.

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:

Staff will have an opportunity to attend trauma-informed programming trainings. Team building and relationship building activities will be a part of staff meetings. Reflection will be a consistent part of one-on-one check-ins. Staff will have access to our Health & Wellness team.

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

Social & emotional safety will be a priority in all programming. Check-ins and temperature checks will begin each program. All programming will include relationship building activities. All programming will include planning and reflection.

<b>SECTION 14: Coordination with Other Service Providers</b> In the Full Service Community School model, the school becomes a hub of services where various types of service providers come together, work together, and coordinate their efforts to meet the holistic needs of students and families.	
The after school Site Coordinator or Director will actively participate in which of the following school group(s), in order to increase alignment between after school and school day efforts?	<input checked="" type="checkbox"/> COST team (Coordination of Services Team) <input type="checkbox"/> SST (Student Study Team) <input type="checkbox"/> SSC (School Site Council) <input checked="" type="checkbox"/> ELT (Educational Leadership Team) <input type="checkbox"/> PTA <input type="checkbox"/> Attendance Team/Workgroup <input type="checkbox"/> SPSA Site Planning team <input checked="" type="checkbox"/> School Culture/Climate Committee <input checked="" type="checkbox"/> Other (specify) Castlemont Re-Design
List key community partners whom you will actively collaborate with to accomplish the goals of your program.	Childrens Hospital Oakland, Youth Together, Oakland Kids First, Youth Alive, SUDA, College Access Team, Refugee Transitions, Global Glimpse, Cooking Matters
List all subcontractors who will be paid to deliver after school services.	Teens on Target
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.	Parent Liaison, SSOs, Castlemont Counselors, Attendance Monitor, Restorative Justice Manager, Community School Manager, Principals

### 2016-17 After School Enrollment Policy for Castlemont High School

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

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

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

Target Population(s)	Program Participants Specific Data to Inform Selection of	(High School Only) Indicate if participation is <i>Optional</i> or <i>Mandatory</i> for each target population
Students at risk of failing a class	Grades at each marking period	Optional
Students behind in credits	Transcript records received quarterly	Optional
All students	Open enrollment (depending on space)	Optional

**Which grade levels will you serve in this program?** 9-12

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

**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 ongoing program outreach and recruitment efforts, beginning in Spring 2016.

Timeline	After School Enrollment Steps/Process	Individual(s) responsible
Spring 2016	Ongoing lunch outreach, PA announcements, phone calls	Site Coordinator, Line Staff
Spring 2016	Afterschool brainstorming session with teachers for buy-in	Site Coordinator, Castlemont Admin
Summer 2016	Train Knight Life Promo Team (student leaders)	Line Staff
August – September	Phone calls, presentations at registration	Line Staff & Promo Team
End of August (awaiting OUSD calendar)	Program starts 1 <sup>st</sup> day of school	Site Coordinator, Line Staff, Promo Team
September	Advisory presentations	Line Staff, Promo Team, Castlemont teachers
October	Knight Life Lights On Afterschool	Site Coordinator, Line Staff, Promo Team

**Important dates to include in your timeline:**

- May – June: Early outreach and recruitment for 2016-17 school year program.
- August – September: New school year enrollment of students for remaining program slots.
- After school programs begin on 1<sup>st</sup> Day of school.
- Parents are notified about their student's participation in program at beginning of school year (specify date).
- 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:

The after school program is an integral part of our academic program and provides extended opportunities for students to receive additional academic support and to explore their interests through enrichment opportunities. Prior to the start of the 2016-17 year, during teacher professional development, administration will highlight the importance of after school supports, provide teachers an overview of program



services, and describe the system for making referrals to after school supports, and provide and review after school referral forms. The expectation is that all students identified by teachers within the first 3 weeks of school as at risk of failing are to be referred for after school academic support. Within the first 2 weeks of school, as part of our initial mailing to parents, we will include the full menu of after school options and describe the referral process.

During the first 4 weeks of school, after school providers will be afforded the opportunity to present program options to all advisory classes to ensure students are aware of the supports, services and activities provided by our Knight Life Program. During our First Friday lunchtime activities, Knight Life is expected to table in our courtyard, share information about programs, and sign up students. Daily announcements will include information about specific programs happening each day. A bulletin board in the hallway of each campus building will include the daily schedule of program activities. Additionally, all sports teams will participate in mandatory study hall a minimum of one day per week.

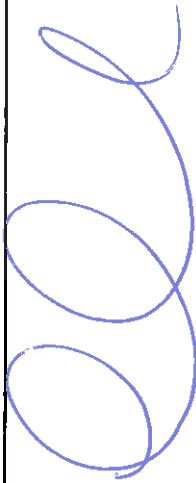
Each support team, Coordination of Services Team, Student Study Team, School Attendance Review Team, and the Restorative Justice Team will each be provided comprehensive information about the after school program, with the expectation that teams are to make referrals to after school support and enrichment, as appropriate.

The Assistant Principal will meet weekly with the After School Coordinator to monitor progress of recruitment and enrollment efforts, and make adjustments as necessary.

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



### Quality Support Coach/Career Pathways' 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.
- Connect the after school program with the school's Linked Learning/Career Pathway efforts, so that the after school program can align with and support the Career Pathways.

The Quality Support Coach/Career Pathways' Liaison can be a credentialed teacher from the school faculty or other qualified professional working with the school (for example, a Literacy Specialist, Math Coach or Pathway Lead.). 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

Please identify who will fulfill the Quality Support Coach role for 2016-17:

- ☒ A credentialed teacher on staff who has effective skills and experiences in coaching and/or adult learning
- ☐ A Career Pathway lead who will work to align after school program activities with Career Pathway efforts. (this position can be split between multiple Career Pathway leads)
- ☐ 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: TBD

### 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 APEX, ECCCO, 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
After school tutoring	3 teachers @ 2 hrs/wk (\$23.13 per) X 38 weeks
Credit Recovery	2 teachers @ 2 hrs/wk (\$23.13 per) X 38 weeks

Principal Signature: \_\_\_\_\_

Lead Agency Signature: \_\_\_\_\_

### 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.

X ☐ 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.

The After School Program staff will participate in staff meetings where training is provided in the areas identified above. They will be provided written protocols for emergency response, and be assigned to specific roles on the Crisis Response team to ensure clarity around responsibilities associated with managing emergencies and crises.

- C) Principal and Site Coordinator have reviewed the *OUSD After School Emergency/Crisis 1st Level Response Notification Protocol*.

X ☐ 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:  
The site security team and administration will hold responsibility for securing the campus if a crisis should occur during after school hours.

#### SSO Staffing: (check one)

☐ Site has a school day SSO who can accommodate after school related work as part of their regular salary.

X ☐ 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: 

## Professional Development and Staff Wellness

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

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

- PD is provided during the second half of weekly staff meeting
- Site Coordinator will observe programs and provide one-on-one coaching every other month
- There will be two PD "retreats" per year
- Conferences (ex. Bridge the Bay)
- OUSD Afterschool Learning Communities
- OUSD Work Methods Training

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

Professional Development will be coordinated by the Quality Support Coach, in collaboration with site administrators. PD will include training in Restorative Justice Practices, Culturally Responsive Teaching, Best Practices in Family Outreach, Career Pathway integration, and the process for referring students to additional support services, as necessary. Additional topics will be determined based on a review of relevant data from our program quality assessment, and needs identified by program providers.

c) ASPO professional development will consist of the mandatory August Institute (week of Aug 1- 5), 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 line staff, this includes 10 hours/staff for participation in the continuous quality improvement process, plus an additional 10 – 20 hours of PD/year). X ☒ Yes  
☐ No

### Staff Wellness

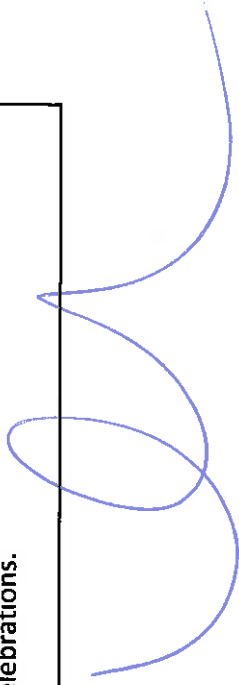
e) Please describe ways your program will work to support staff wellness over the course of the year:

Staff has access to free holistic health practitioners weekly (acupuncture, massage, and chiropractor). Staff also has access to on-site mental health practitioners. Staff is regularly celebrated through weekly "props!" and quarterly staff celebrations.

**Principal Signature:**



**Lead Agency Signature:**





### Addendum for 21<sup>st</sup> Century Community Learning Center Grantees Only

<p><b>Equitable Access:</b> (must be completed by all programs that receive 21<sup>st</sup> Century Equitable Access funding)          Some 21<sup>st</sup> 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:</p> <ul style="list-style-type: none"> <li>- additional academic interventions/supports to struggling students (ie. English Language Learners, students with special needs, etc.)</li> <li>- mental health support services that enable students to fully participate in the after school program</li> <li>- translation services, bus tickets, and other supports that make it possible for students to participate in program</li> </ul>	
<p>How will your 21<sup>st</sup> 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.</p> <p>-To support English Language Learners and their families we will hire a pool of tutors to cover multiple languages and translation equipment will be made available at all family engagement events.</p> <p>-To support students that have been through trauma and might be having trouble focusing and engaging in programming there will be a variety of mental health practitioners available for group and individual therapy.</p> <p>-To support LGBTQI populations we will hold a weekly support group/safe space</p> <p>-Students who are not "work"/internship ready, due to lack of exposure or other barriers, will receive extra coaching</p> <p>-In general, Knight Life approaches programming with a social justice lens and emphasizes hiring diverse staff directly from the community. Staff prioritize making students of color feel especially welcome, seen, and represented in the curriculum and environment</p>	
<p><b>21<sup>st</sup> Century Supplemental Programming during 2016-17 School Year</b>          Describe your planned programming on weekends, intercession breaks, and other non-school days during the 2016-17 school year.</p>	
Number of supplemental program days you plan to offer during the 2016-17 school year:	45
Dates of Service:	Saturdays and school holidays
Hours of Operation: (note that supplemental programs must operate at least 3 hours/session)	4 hours/session
<p>Description of Supplemental program activities: (describe goals of programming, target audience, planned activities, etc.)</p> <p>-Weekend internship opportunities: Students gain hands-on work experience.</p>	

-Field trips: Students are exposed to new places and experiences inspiring new understanding and curiosity about the world around them.  
Making them more engaged, well-rounded citizens.

Samah Kahl  
IU Community Organizer  
Shelaine Smith  
  
Dea vanishu/Youth PromoTeam  
J. Burtie - TBD  
Jinde (Latin Fusion), DeAurie (R&B & Hip Hop), Cosmetology (Teacher - TBD)  
  
Internships included in course

Principal: 

Lead Agency: 

**OAKLAND UNIFIED SCHOOL DISTRICT  
21 CENTURY ASSETS HIGH SCHOOL AFTER SCHOOL PROGRAMS  
PARENT PERMISSION AND STUDENT INFORMATION**

## 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**

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

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

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

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

☒ \_\_\_\_\_

**Parent/Guardian/Caretaker Signature**

Date \_\_\_\_\_

## 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 academic effectiveness of the After School Program. I also give permission for After School Program staff and any designated evaluation consultant to monitor my student'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

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

**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 1<sup>st</sup> day of each semester, and by the 1<sup>st</sup> day of the summer program (if applicable).

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

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

- ☐ Fall Semester – August 22, 2016 – 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

## INVOICING AND STAFF QUALIFICATIONS FORM 2016-17

### 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 21<sup>st</sup> Century and/or ASES funding:

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

The tentative schedule for OUSD payments is anticipated as follows:

<b>Invoices due to our office by 5:00 pm on:</b>	<b>Accounts Payable checks to be mailed on:</b>
August 10, 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 21<sup>st</sup> 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 21<sup>st</sup> 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 Inservice/Extended Contract Timesheets Due to After School Programs Office on the following anticipated dates:	OUSD Anticipated Payroll Issue Dates ***Please note: Allow 45 days processing time for the first submission. Future submissions take approximately 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 21<sup>st</sup> Century and/or ASES funding:

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

- ◆ Complete "Combined ET/OT/CT and Move-Up/Acting Time Report", using appropriate Budget Org Key
- ◆ Have Employee Sign Form
- ◆ Have Site Coordinator Sign Form
- ◆ Have Principal Approve and Sign Form
- ◆ All Custodial ET/OT forms must be submitted to Custodial Services at 900 High Street.
- ◆ All SSO ET/OT forms must be submitted to the SSO Office at 1011 Union St.
- ◆ Any other ET/OT forms for 21<sup>st</sup> Century and ASES classified staff must be delivered to OUSD After School Programs Office in order to be processed and paid. Please see payment schedule in chart below. **Forms that are submitted after the due dates listed below will be paid on the following Payroll Issue Date.** We are located at 1000 Broadway, Suite 150.
- ◆ Rate varies depending on employee's hourly rate

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



# CERTIFICATE OF LIABILITY INSURANCE

YOUTUPR-01 SGONZALEZ

DATE (MM/DD/YYYY)

7/26/2016

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

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

PRODUCER License # 0757776  
HUB International Insurance Services Inc.  
P. O. Box 5076  
San Ramon, CA 94583

CONTACT NAME: Rebecca Sanchez  
PHONE (A/C, No, Ext): (925) 415-5152 FAX (A/C, No): (925) 884-8028  
E-MAIL ADDRESS: cal.cpu@hubinternational.com

INSURED  
  
Youth Uprising, Inc.  
8711 MacArthur Blvd.  
Oakland, CA 94605

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Nonprofits' Insurance Alliance of California, Inc	
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

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

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	201619339-NPO	07/24/2016	07/24/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		201619339-NPO	07/24/2016	07/24/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		201619339UMB	07/24/2016	07/24/2017	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
	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 <input type="checkbox"/> N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Oakland Unified School District is additional insured in regards to the general liability, Endorsement to follow from carrier.

**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

© 1988-2014 ACORD CORPORATION. All rights reserved.

**STATEMENT OF QUALIFICATIONS**

**INSERT HERE**



## Youth UpRising Agency Overview

**Who We Are**—Youth UpRising (YU) is a multi-service community transformation hub located in the heart of East Oakland. We employ multiple strategies to support youth and young adults ages 13 to 24 who are at the epicenter of violence, live in poverty, are disconnected from school, and/or are involved in the justice and foster care systems. YU provides comprehensive integrated programming in four core areas—Career & Education, Health & Wellness, Arts & Expression, and Civic Engagement—and operates social enterprises that train and employ YU members. Since opening in 2005, YU has provided comprehensive wraparound services and programming to over 15,000 youth.

**Mission**—Our mission is to transform East Oakland into a healthy and economically robust community by developing the leadership of youth and young adults and improving the systems that impact them. YU transforms youth by enhancing their physical and mental wellbeing, community connection, educational attainment, and career achievement. We also advocate for the policy changes and economic resources that are required to promote equitable community development. YU recognizes the potential youth possess and believes they are the key to catalyzing community transformation.

**Programs and Services**—Youth UpRising provides a robust array of programming that creates opportunities for personal transformation. Many of our young people have been defined as hard-to-serve, engaged or at-risk of being engaged in the juvenile justice and/or foster care systems.

Our four core programs areas:

- Health and Wellness (in partnership with Children's Hospital of Oakland)
- Career and Education
- Art & Expression
- Civic Engagement

**Theory of Change**—Personal Transformation + Systems Change + Community Economic Development = Community Transformation. We believe that if we provide youth with relevant services and programs, meaningful engagement with caring adults, and opportunities to practice leadership—they will become change agents and contributors to a healthy, thriving community. This formula for change maintains that healthy, involved people can influence policy and ultimately create healthier, safer, and economically robust communities. It recognizes that youth are inherently resilient and that risk can be reduced with the right set of support, services, and opportunities.



**Target Area**—Although we serve all of Alameda County, our focus is on the Castlemont community of Oakland, California that has endured decades of disinvestment reflected in staggering statistics. The Castlemont community we serve, and in which we are located, falls within census tract 4097 where one in three children live in poverty, 43% of adults are unemployed, and household income is less than \$30,000 for almost half of residents. Only 37% of community members own their own homes and 41% of renters spend 50% or more of their income on rent. With little disposable income and few affordable housing options, it is not surprising that 56% of individuals in Castlemont are attached to social services agencies. A child born in Castlemont has a 15-year shorter life expectancy than a child born in the Oakland hills and homicide is the leading cause of death for youth under 25-years. Of infants born in Castlemont, 13% are born low birth weight and 15% are born premature. Also, there is neither grocery store nor park in the census tract.

**History**—Following decades of disinvestment and intergenerational poverty, in 1997, racial tensions erupted into violence in East Oakland. At the urging of Oakland Youth, the County of Alameda and City of Oakland made an unprecedented investment in East Oakland youth by providing support for the planning of a one-stop health and human services center designed by and for the youth.

Youth, residents, public officials, and other stakeholders reviewed national best practices, designed the space, planned the initial programming, and raised capital support from the public and private sources. In 2005, YU opened the doors to its 25,000 square foot, state of the art facility. Programming launched immediately and the center served 1,600 youth in the first year.

**Leadership**—Olis Simmons, President and Chief Executive Officer

**Annual Operating Budget**—\$4.2 Million

## 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

---





COMMUNITY  
*transformation*  
POWERED BY  
YOUTH LEADERSHIP  
DEVELOPMENT

PERSONAL TRANSFORMATION + SYSTEMS CHANGE +  
COMMUNITY DEVELOPMENT = COMMUNITY TRANSFORMATION

---

08-16-16

To Whom It May Concern,

I verify that all our employees, volunteers, and agents working in OUSD after school program, Knight Life, will have fingerprint clearance through the Dept. of Justice and FBI, and will also have TB clearance before they begin work at Castlemont High School and/or any other OUSD sites.

Sincerely,

Olis Simmons

Execuative Director, Youth Uprising

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

**Search Term : Youth\* Uprising\***  
**Record Status: Active**

**No Search Results**