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Enactment Number	17-1234
Enactment Date	8/22/17 22



#### Memo To Board of Education From Kyla Johnson-Trammell, Superintendent **Board Meeting Date** August 23, 2017 Memorandum of Understanding - Bay Area Community Resource (contractor) -Subject 112/Greenleaf Elementary School (site) Approval of a Memorandum of Understanding (MOU) between District and Bay **Action Requested** Area Community Resource, for services to be provided primarily to Greenleaf Elementary School. The After School Education and Safety (ASES) Program is the result of the 2002 Background A one paragraph voter approved initiative, Proposition 49. This proposition amended California explanation of why the Education Code 8482 to expand and rename the former Before and After School consultant's services are Learning and Safe Neighborhood Partnerships Program. The ASES Program needed. funds the establishment of local after school education and enrichment programs. These programs are created through partnerships between schools and local community resources to provide literacy, academic enrichment and safe, constructive alternatives for students in kindergarten through ninth grade. The ASES program is defined within the language of SB 638 and Education Code (EC) sections 8482 through 8484.6 Discussion Approval by the Board of Education of a Memorandum of Understanding 2017-One paragraph summary 2018 between the District and Bay Area Community Resource, San Rafael, CA, of the scope of work. for the latter to serve as lead agency for program coordination, math intervention, homework support, student supervision and a variety of enrichment services for Greenleaf Elementary School's comprehensive After School Program for the period of July 1, 2017 through August 17, 2018, in the amount of \$87,651.00. Recommendation Approval by the Board of Education of a Memorandum of Understanding (MOU) between the District and Bay Area Community Resource for the latter to provide Arts, Recreation, Leadership and Family Literary activities in its capacity as a Comprehensive After School Program Lead Agency at Greenleaf Elementary School for the period July 1, 2017 through August 17, 2018. Funding Resource: 6010/After School Education and Safety (ASES) Grant in an **Fiscal Impact** amount not to exceed \$87,651.00. Memorandum of Understanding **Attachments** 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. 17-1571
Department: After School Program, Greenleaf Elementary School
Vendor Name: Bay Area Community Resources, CA
Contract Term: Start Date: 7/1/2017 End Date: 8/17/2018
Annual Cost: \$ <u>87,651.00</u>
Approved by: Julia Ma/Julie McCalmont
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 hid	excention	relied upon	
<b>Z</b> )	Flease check the	competitive bid	exception	relied upon:	ε.

Educational Materials
<b>Special Services</b> contracts for financial, economic, accounting, legal or administrative services
<b>CUPCCAA exception</b> (Uniform Public Construction Cost Accounting Act)
Professional Service Agreements of less than \$87,800 (increases a small amount on January 1 of each year)
<b>Construction related Professional Services</b> such as Architects, DSA Inspectors, Environmental Consultants and Construction Managers (require a "fair, competitive selection process)
<b>Energy</b> conservation and alternative energy supply (e.g., solar, energy conservation, co-generation and alternate energy supply sources)
<b>Emergency</b> 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
<b>Change Order for Material and Supplies</b> if the cost agreed upon in writing does not exceed ten percent of the original contract price
Other, please provide specific exception

# After School Template for Elementary and Middle Schools Memorandum of Understanding 2017-2018 Between Oakland Unified School District and

Bay Area Community Resources

- 1. Intent. This Memorandum of Understanding ("MOU") establishes the Oakland Unified School District's ("OUSD") intent, contingent upon OUSD's receipt of California Department of Education and/or U.S. Department of Education after school grant funds, to contract with <u>Bay Area Community Resources</u> ("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 <u>112/Greenleaf</u> under the following grants:
  - After School Education and Safety Program ("ASESP")
  - California Department of Education ("CDE") 21<sup>st</sup> Century Community Learning Center (21<sup>st</sup> CCLC)
  - Oakland Fund for Children and Youth This MOU will also outline services provided on OUSD school grounds through the Oakland Fund for Children and Youth ("OFCY") After-School Initiative funds that shall be utilized as matching funds to CDE ASESP and 21<sup>st</sup> CCLC funds.
  - Private grants
- 2. **Term of MOU.** The term of this MOU shall be July 1, 2017 through June 30, 2018 if AGENCY services do not include summer educational programs, and July 1, 2017 through August 17, 2018 if AGENCY services include providing summer educational programs. The term may be extended by written agreement of both parties.
- 3. Termination by OUSD. OUSD may at any time terminate this MOU for any or no reason upon not less than five (5) days written notice to AGENCY. OUSD shall compensate AGENCY for services satisfactorily provided through the date of termination. In addition, OUSD may terminate this MOU for cause should AGENCY fail to perform any part of this MOU. In the event of termination for cause, OUSD may secure the required services from another contractor. If OUSD's cost of procuring services from another contractor exceeds the cost of providing the services pursuant to this MOU, AGENCY shall pay the additional cost.

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

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

 Compensation. The ASESP and 21st CCLC grant award amount for <u>Bay Area Community Resources</u> is \$<u>87,651</u>. AGENCY shall be entitled to compensation from these funds in accordance with the following terms and conditions:

- 4.1. Total Compensation. Subject to the provisions of 4.2 Positive Attendance and the provisions of 4.3 Administrative Fee and subject to AGENCY compliance with MOU requirements, AGENCY shall receive the amount of the grant award less OUSD's administrative fees and other site costs agreed to by the Site Administrator and AGENCY. Penalties may be assessed or payments withheld for non-compliance, including but not limited to MOU requirements, attendance reporting, fiscal invoicing, full participation at OUSD required meetings and trainings and in continuous quality improvement efforts.
- 4.2. Positive Attendance. Payment for services rendered related to the ASESP and 21st CCLC grants shall be based on actual student attendance rates (\$7.50 a day per student), not estimates, as those programs are "positive attendance based." OUSD reserves the right to modify the annual core allocation based on reported attendance. In the event that payments made to AGENCY exceed the reported attendance for the Core grant, the AGENCY will return payments to OUSD at the rate of \$7.50 a day per student. Documentation of attendance must be submitted through the OUSD/OFCY attendance systems in order for invoices for payment of services for the ASESP and 21st CCLC grants to be processed. Exhibit A (Attendance Reporting Schedule 2017-2018")
  - 4.2.1. **Reconciliation Process for Positive Attendance Based Grant Funds**. OUSD will adjust the payment of the "positive attendance based" grants based on quarterly review of monthly invoices and attendance for services rendered related to the ASESP, 21ST CCLC (Core Grant) for any adjustments resulting from the reconciliation of the attendance reports for that quarter's months. The attendance reconciliation process will assess the program's performance with respect to the required compliance with the grant mandated attendance rates. Based on the review, financial adjustments of additional payment or additional withholding will be made. Any remaining balance(s) will be forwarded to AGENCY or OUSD. Any adjustment required in excess of the withholding will necessitate additional adjustments to future invoices and payments.
  - 4.2.2. Administrative Charges and Reconciliation. Reconciliation process for positive attendance based grants must factor in the subtraction of administrative and other OUSD central charges, as outlined in section 4.3, from any grant amounts earned through attendance (OUSD indirect, custodial, evaluation, and After School Programs Office administrative and training/technical assistance fees).
- 4.3. OUSD Administrative Fees. OUSD shall charge and withhold up to 14% from the overall ASESP and 21<sup>st</sup> Century grant awards for central indirect, administrative, custodial, evaluation, and direct service training and technical assistance.
- 4.4. AGENCY Administrative Fees. AGENCY understands and agrees that it may not charge more than 4% of the total contract amount as administrative fees and that its administrative fees must be set at an appropriate dollar amount to keep the ASESP and 21<sup>st</sup> Century grants within the grant-mandated allowable 15% for total indirect/administrative costs. The agency administrative fees charged to the ASESP and 21<sup>st</sup> CCLC grants must be used for direct administrative costs and cannot be used for agency indirect costs. Direct administrative costs consist of expenditures for administrative activities that provide a direct benefit to the ASESP and 21<sup>st</sup> CCLC programs. Indirect costs consist of expenditures for administrative activities that are necessary for the general operation of the agency, but that cannot be tied to the ASESP and 21<sup>st</sup> CCLC programs.
- 4.5. Program Budget. The grant will remain as part of the site budget. Funds will be encumbered from the site budget on behalf of AGENCY for the school year 2017-2018 and will not exceed \$87,651 in accordance with Exhibit B. Exhibit B ("ASESP/21<sup>st</sup> CCLC Planning Tool/Comprehensive After School Program Budget for AGENCY 2017-2018").
- 4.6. **Modifications to Budget.** Any modifications to the approved grant budget must be approved by OUSD, AGENCY, and CDE before expenditures of funds for modified line items are authorized. Except as expressly set forth herein, OUSD shall not be liable to AGENCY for any costs or expenses paid or incurred by AGENCY in performing services for OUSD. The granting of any payment by OUSD, or the receipt thereof by AGENCY, shall in no way lessen the liability of AGENCY to correct

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

- 4.7. **Program Fees.** The intent of the ASESP and 21<sup>st</sup> CCLC programs is to establish local programs that offer academic assistance and enrichment for students in need of such services regardless of their ability to pay. Though it is not against the rules to charge fees for participation in programs, the CA Department of Education discourages it because it could exclude students in need from attending and taking advantage of the after school program. Fees should not create a barrier to participation in the after school program. After school services must be equally accessible to all students targeted for services regardless of their ability to pay. Programs that propose to charge fees may not prohibit any family from participating based on their inability to pay and must offer a sliding scale of fees and scholarships for those who could not otherwise afford to participate. Any income collected from fees must be used to fund program activities specified in the grant application. AGENCY shall do full accounting of fees collected, and documentation shall be kept for 5 years for auditing purposes. If AGENCY decides to charge fees, this decision shall be made collaboratively with the Site Administrator, and AGENCY shall work collaboratively with the Site Administrator and parent leaders to develop an appropriate program fee structure for the school community. AGENCY shall provide the OUSD After School Programs Office with written documentation of the program fee structure prior to charging any program fees, and shall provide OUSD with additional documentation upon request. to ensure grant compliance.
- 5. Scope of Work. AGENCY will serve as lead agency at <u>112/Greenleaf</u>, will be responsible for operations and management of the ASESP, 21st CCLC, OFCY, and private grants contracted to AGENCY by OUSD for fiscal year 2017-2018. 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 <u>112/Greenleaf</u> 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.
    - 5.1.2. Continuous Quality Improvement (CQI). AGENCY must fully engage in continuous quality improvement (CQI) processes and complete the following steps of the CQI cycle each year, and submit corresponding CQI deliverables to the After School Programs Office on a timely basis:
      - beginning of year self-assessment using YPQA/SAPQA tool
      - planning with data (using self assessment and external assessment PQA data, and other program data as available)
      - development of quality action plan (QAP) with SMART goals for program improvement
      - year-end self-assessment and QAP progress check

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

Agency staff are also required to participate in corresponding CQI trainings provided by the OUSD After School Programs Office.

- 5.2. **Oversight.** AGENCY will provide oversight, fiscal management, payroll services, technical assistance, and facilitation of collaboration with other service providers. Agency must ensure compliance with ASESP and 21<sup>st</sup> CCLC funding guideline requirements and follow OUSD after school policies and procedures. This includes compliance with OUSD staffing requirements and policies including No Child Left Behind and other legislative mandates.
- 5.3. **Enrollment.** AGENCY will enroll <u>K</u> through <u>5th</u> grade students at <u>112/Greenleaf</u>, to serve sufficient number of students and run services for a sufficient number of days to earn the full core grant allocation of funding.

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

- 5.4.1. **Program Hours.** The program shall be offered Monday through Friday, every regular school day annually, commencing immediately upon the conclusion of the regular school day, operating a minimum of 15 hours/week, and until 6:00 pm daily. Instructional activities must include a balance of both academic and enrichment/recreation components.
- 5.4.2. Program Days. The program shall be offered a minimum of 177 180 days during the 2017 2018 school year. AGENCY will close the ASESP and 21<sup>st</sup> CCLC program no more than a maximum of 3 days in the 2017-2018 school year for staff professional development, as permitted by Education Code. Programs that receive 21<sup>st</sup> CCLC Supplemental grant funds or private funding for summer shall additionally operate a sufficient number of days and hours in the summer, on weekends, and during intercession in the manner prescribed by the grant legislation and/or funder, in order to meet attendance goals required by the CA Department of Education and/or the funder.
- 5.4.3. **Program Components.** AGENCY agrees to provide programming that supports the guidelines as outlined in the ASESP and 21st CCLC grants for students at <u>112/Greenleaf</u>. AGENCY acknowledges and agrees to provide programming consistent with grant guidelines including, but not limited to:
  - Educational and Literacy. An educational and literacy element that must provide tutoring and/or homework assistance designed to help students meet state standards in one or more of the following core academic subjects: reading/language arts, mathematics, history and social studies, or science. A broad range of activities may be implemented based on local student needs and interests.
  - Enrichment. The enrichment element must offer an array of additional services, programs and activities that reinforce and complement the school's academic program. Enrichment may include but is not limited to arts, youth development, leadership, recreation, sports, music, career awareness, college interest, service learning and other youth development activities based upon student needs and interests. All programs must offer both enrichment and recreation/physical fitness activities as core components of the after school program and summer program.
  - Family Literacy Services. In all programs receiving 21<sup>st</sup> CCLC grant funds, AGENCY shall assess the need for family literacy services among adult family members of the students to be served by the program. All programs will, at a minimum, either refer families to existing services or coordinate with local service providers to deliver literacy and educational development services.
  - Equitable Access Programming. AGENCY shall include a component for students at <u>112/Greenleaf</u> to support full access to program components.
  - Supplemental and Summer Services. In all programs receiving 21<sup>st</sup> CCLC Supplemental grant funds or private funding for summer, AGENCY will provide educational and enrichment programming in the summer, on weekends, and/or during intercessions. A broad range of activities may be implemented based on local student needs and interests, and district guidelines for summer programming.
  - Middle School Sports League Activities.

All programs participating in the Middle School Sports League must include those activities in their Program Planning tool and Program Schedule. Middle School Sports League activities, including but not limited to on and off site practices and games, are subject to the field trip policy high risk field trip activities requirements provided in this agreement. All sports participants and volunteers must have on file a completed Middle School Sports Release of Liability and Assumption of Risk prior to participation (attached hereto as Exhibit E (1)).

- 5.4.3.1. Snacks/Supper/Beverages: AGENCY shall meet Federal and State meal and snack requirements and all meals and snacks must be provided by OUSD Nutrition Services department. Nutrition Services shall:
  - 5.4.3.1.1. Provide meals and beverages that meet State and Federal standards;
  - 5.4.3.1.2. Provide the number of meals and beverages requested by AGENCY unless/until Nutrition Services determines that AGENCY's participation is lower than the snack/meal/beverage count provided by the AGENCY, in which case, the number will be adjusted;
  - 5.4.3.1.3. Provide all supplies including utensils, napkins, forks, required;
  - 5.4.3.1.4. Support compliance by AGENCY with required State and Federal administrative requirements;
  - 5.4.3.1.5. Provide annual training to AGENCY.
- 5.4.3.2. Each AGENCY participating in the Nutrition Services snack/meal/beverage program shall:
  - 5.4.3.2.1. Attend annual training. In the event that the person responsible for snack distribution changes, AGENCY will make arrangements with Nutrition Services for training of new employees or representative of the AGENCY;
  - 5.4.3.2.2. Complete After School Snack and Supper Menu Production Worksheets (MPW) on a daily basis;
  - 5.4.3.2.3. Ensure meal count is accurate;
  - 5.4.3.2.4. Submit completed MPW to cafeteria staff by the next business day;
  - 5.4.3.2.5. Return leftovers to cafeteria;
  - 5.4.3.2.6. Ensure that only students are served and receive food from the program;
  - 5.4.3.2.7. Ensure that meals are not removed from campus
  - 5.4.3.2.8. Immediately report to OUSD Site Coordinator and Nutrition Services any concerns related to food safety or food contamination
- 5.4.3.3. AGENCY will be billed at the rates immediately below, for meals by Nutrition Services under the following conditions.
  - 5.4.3.3.1. MPW not completed and submitted by the next business day;
  - 5.4.3.3.2. Snacks are ordered and not picked up
- 5.4.3.4. In addition to any applicable liability associated with audit findings. AGENCY will be charged the following for each meal that OUSD is unable to claim due to AGENCY's failure to comply with program requirements:

5.4.3.4.1. Snack: \$1.00

5.4.3.4.2. Supper: \$3.50

- 5.4.3.5. AGENCY will be liable for audit findings and/or assessments (See Section 12 below) that are attributable to AGENCY's failure to comply with the rules and regulations of the Nutrition Services program, including liability if reimbursement is denied Nutrition Services because of AGENCY's failure to comply with program requirements.
- 5.4.4. **Staff Ratio.** The staff to youth ratio shall not exceed 1:20, with no more than 20 youth for each qualified, adult staff supervisor.
- 5.5. **Data Collection.** AGENCY will work with OUSD to collect and analyze data on student enrollment, student attendance, student academic performance, student satisfaction, and parent satisfaction. This includes, but is not limited to:
  - 5.5.1. Accountability Reports. AGENCY will provide OUSD with the following set of program accountability reports:
    - Financial reports
    - Activity reports
    - Outcomes reports: behavioral and academic
  - 5.5.2. Attendance Reports. AGENCY will provide OUSD with attendance reports using the OUSD/OFCY attendance systems and maintaining required attendance records utilizing the OUSD/OFCY attendance systems, including completion of mandatory monthly reports. Original written documentation of all daily attendance records, including all daily sign in/out sheets, will be maintained by Agency for 5 years for auditing purposes.
  - 5.5.3. Use of Enrollment Packet. AGENCY will use OUSD After School Program Parent Permission and Student Information enrollment packet, including early release waiver, for all after school participants. (Exhibit C) AGENCY will seek approval from the OUSD After School Programs Office for any modifications to the OUSD enrollment packet, in advance of distribution.
  - 5.5.4. **Maintain Clean, Safe and Secure Environment.** AGENCY shall maintaining clean, safe, and secure program environments for staff and students in conjunction with OUSD guidelines. AGENCY, as they view necessary, will initiate and establish additional cleanliness, safety, supervision, training and security policies and protocols sufficient to ensure staff, student and family member safety.
- 5.6. Alignment of After School Safety Plan with School Site Comprehensive Safety Plan. AGENCY will use the OUSD After School Program Emergency Plan template and work collaboratively with school site administrator to complete and/or update and submit an annual after school safety plan by mid October which aligns with and is part of the school site's comprehensive safety plan. AGENCY will seek approval from the OUSD After School Programs Office for any modifications to the OUSD template, in advance of distribution.

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

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

- 5.8. **Meeting Participation.** AGENCY will participate in technical assistance, training, orientation, monthly meetings and other support and resource development activities provided by OUSD and collaborative partners in conducting program planning, implementation, and evaluation. These include required regular meetings with the school principal or other identified designee to ensure collaboration with the school vision. AGENCY staff will participate in meetings facilitated by the OUSD After School Programs Office to address program quality, program improvement and general troubleshooting.
- 5.9. **Relationships.** AGENCY will maintain six essential collaborative relationships to ensure partnerships towards effective program implementation:
  - Administration, faculty, and staff of <u>112/Greenleaf</u>
  - OUSD After School Programs Office
  - OUSD central administration departments
  - Parents/Guardians
  - Youth
  - Community organizations and public agencies
- 5.10. Licenses. AGENCY shall obtain and keep in force all licenses, permits, and certificates necessary for the performance of this Agreement.
- 5.11. Loss of Standing as Qualified Organization: AGENCY shall insure MOU requirements are met. Failure to do so may result in loss of standing as a qualified organization and/or termination of partnership.

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

- AGENCY shall provide each Site Administrator and the OUSD After School Programs Office with a schedule of all after school program field trips and/or off site events and/or off site activities by the first day of each semester, and a schedule of all summer field trips and/or off site events and activities by the first day of the summer program, if AGENCY is providing summer services (Exhibit D)
- AGENCY hereby certifies that after school and 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, 1 hereby knowingly waive all of my and my daughter's/son's/ward's claims against any school district, charter school, and/or the State of California for injury, accident, illness or death occurring during or by reason of the out-of state field trip or excursion."
- 6.2. After school and summer program staff or subcontractors leading trip must have a written list of students attending trip.
- 6.3. No student shall be prevented from making a trip due to lack of sufficient funds.
- 6.4. After school and summer program staff or subcontractors leading trip shall have a sufficient first aid kit in his or her possession or immediately available. If the trip is conducted in areas known to be infested with poisonous snakes, this first aid kit shall contain medically accepted snakebite remedies.

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

#### 6.6. Supervision

- 6.6.1. AGENCY Executive Director must review and approve supervision plan.
- 6.6.2. Trip as structured is appropriate to age, grade level and course of study.
- 6.6.3. Chaperones are all AGENCY employees or subcontractors, parent(s)/guardian(s), or other authorized chaperones and are 21 or older. After School and Summer Program Coordinators and lead trip staff are satisfied that all chaperones are willing and able to perform required duites, including understanding and implementing instructions, understanding health information for students in their group, and responding effectively in the event of an emergency. Trip attendees shall be limited to assigned school or 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 AGENCY transports by use of an Agency owned vehicle or arranges and/or contracts with a third party to provide this transportation, the AGENCY or organization or company with whom they contract must meet or exceed the standards required of OUSD's District approved bus vendors, including but not limited to: be licensed as a transportation provider, be certified to transport students (e.g., School Pupil

Activity Bus certification) and have at least \$5,000,000 Automobile liability and \$1,000,000 General Liability insurance; which has an endorsement naming OUSD and AGENCY as additional insured; (H) arrangements have been made for additional vehicle for use in event of illness or emergency; and (I) students receive instruction in safe conduct on bus or other transport; and (J) drivers shall receive safety and emergency instructions and information which shall be kept in their vehicle, including health and emergency information for each student riding in his/her vehicle.

- 6.8. AGENCY must have reasonable confirmation that all organizations involved in the trip have demonstrated expertise and exhibit reasonably safe and reputable operating procedures and business practices appropriate to student trips.
- 6.9. Vendor is licensed to provide all proposed activities.
- 6.10. All after school program student participants on field trips, off site events or activities must be covered by medical or accident insurance. (See Incident and Injury Reporting and Accident Insurance above.)

#### 6.11. ADDITIONAL REQUIREMENTS FOR HIGH RISK, OVERNIGHT, OUT OF STATE TRIPS:

#### 6.11.1. Definition of High Risk Activities

- 6.11.1.1. Because of concerns about the risk to student safety, the after school program coordinator shall not permit the following activities on campus or during AGENCY sponsored after school or summer program trips, events and activities unless the activity is properly supervised, students wear protective gear as appropriate, and each participant has medical or accident insurance coverage:
  - Amusement Parks
  - Interscholastic Athletic Activities
  - Bicycle riding
  - Circus Arts
  - Hiking (Moderate to rigorous terrain or length) vs short nature "walks"
  - Hang gliding
  - Horseback riding
  - Ice Skating
  - In-line or Roller Skating
  - Rock climbing, climbing walls
  - Skateboarding or use of non-motorized scooters
  - Snow sports of any kind
  - Trampoline; Jumpers
  - Motorcycling
  - Rodeo
  - Target Shooting
  - Water Activities including but not limited to: swimming, snorkeling, scuba diving, sailing, boating, kayaking, river rafting, water slides, water skiing etc.
  - Outdoor active, experiential programs (Ropes course, pulley, etc.)
  - Other activities determined by the school principal to have a high risk to student safety
- 6.11.1.2. The cost of limited OUSD student accident insurance coverage for student accidents during such activities shall be borne by OUSD.
- 6.11.1.3. Students who operate or ride as a passenger on a bicycle, non-motorized scooter or skateboard upon a street, bikeway or any other public bicycle path or trail shall wear a properly fitted and fastened bicycle helmet that meets the standards of law. Students also shall be required to wear such helmets while wearing in-line or roller skates.

- 6.11.2. Department of Justice and FBI fingerprinting and fingerprint clearance must be obtained for all non-District employee chaperones. Chaperones who continue beyond one school year will need to get fingerprint clearance once every three years from the time they begin chaperoning on after school program trips. Chaperones shall act in accordance with district policies, regulations and school rules. A person who is required to register as a sex offender pursuant to Penal Code 290 shall not serve as a chaperone on any field trip.
- 6.11.3. No chaperone shall be assigned to provide supervision or instruction of students unless he/she has submitted evidence of an examination within the past 60 days to determine that he/she is free of active tuberculosis. Chaperones whose skin test negative shall thereafter be required to take tuberculosis test every four years or sooner if deemed necessary by AGENCY.
- 6.11.4. Letter must be sent to parent(s)/guardian(s) and if it is an overnight trip, a meeting must be held for staff, chaperones, parent(s)/guardian(s) and students in advance of trip to discuss trip and safety related procedures, itinerary and questions.
- 6.11.5. Sleeping arrangements and night supervision are safe and appropriate.
- 6.11.6. **Vendor Proof of Insurance:** After School Program Coordinator and/or Summer Program Coordinator has obtained proof of insurance from all private vendors including:
  - Facility
  - Program

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

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

#### 6.12.3. Swimming Activities

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

- 6.12.3.6. Specific supervisory responsibilities shall be determined in advance to accommodate the varying swimming abilities of students. These responsibilities shall be clarified in writing and reviewed verbally before the trip.
- 6.12.3.7. Emergency procedures shall be included with written instructions to adult chaperones and staff.
- 6.12.3.8. Staff and chaperones assigned to supervise students must wear swim suits and know how to swim and be at each side of the pool or swim area actively monitoring students at all times.
- 6.12.3.9. The After School Program Coordinator and/or Summer Program Coordinator may require students to wear flotation devices, depending upon their age and swimming ability.
- 6.12.3.10. A buddy-system or other means of surveillance shall be arranged in advance and strictly enforced during swimming activities.

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

- 6.13.1. At least 2 weeks prior to trip date, all persons attending trip, including, but not limited to, each and every student, teacher, instructor, chaperone, supervisor, parent, administrator, volunteer, or aide (hereinafter "participant") will provide to the School District Office of the General Counsel an original, properly completed, signed and dated East Bay Regional Park District Waiver (attached as Exhibit E), executed by either the participant if he or she is 18 years of age or older, or the participant's parent or legal guardian if the participant is under 18 years of age
- 6.13.2. Should AGENCY fail to provide an original, properly completed, signed and dated East Bay Regional Park District Waiver for each trip participant as defined in Section 6.13.1 above, AGENCY agrees to hold harmless, defend and indemnify OUSD, its officers, employees, volunteers and agents from all claims and actions resulting therefrom.
- 7. Financial Records. AGENCY agrees and understands that OUSD is responsible for fiduciary and programmatic oversight for the expenditure of the ASESP and 21st CCLC grant funds contracted to AGENCY by OUSD for fiscal year 2017-2018. AGENCY will function as a sub recipient of funding and as such will follow all required fiscal guidelines and meet outlined standards as referenced in applicable Federal and State sub recipient guidelines for the federal 21st Century Community Learning Centers grant program, CFDA Number 84.287, awarded by the Office of Elementary and Secondary Education Academic Improvement and Teacher Quality Programs office. Sub recipients that receive over \$500,000 of federal funds are required to undergo an annual audit and communicate findings to OUSD, as requested. AGENCY will ensure that all contracted funds of this MOU are expended as per grant guidelines.
  - 7.1. **Accounting Records.** AGENCY will maintain its accounting records based upon the principles of fund accounting.
  - 7.2. **Disputes.** AGENCY shall make all records related to ASESP, 21ST CCLC available to OUSD for review. OUSD and AGENCY shall meet and confer regarding any disputes as to the amount of actual expenses before taking any action to collect funds.

#### 8. Invoicing

- 8.1. **Billing Structure.** AGENCY shall only invoice for actual expenditures incurred. Supporting documentation must be presented along with monthly invoices upon request. Billing details must be provided upon request to OUSD to ensure compliance with related sub recipient and grant guidelines.
- 8.2. **Unallowable Expenses.** AGENCY may not purchase computers or capital equipment using ASES, 21<sup>st</sup> Century Core Grant, 21<sup>st</sup> Century Direct Access, or 21<sup>st</sup> Century Family Literacy funds.

- 8.3. **Invoice Requirements.** AGENCY will submit invoices with evidence of the following staff qualifications for each AGENCY employee and AGENCY agent, including employees of subcontracting agencies and volunteers: TB Clearance, current CA Department of Justice and FBI fingerprint clearance, and Instructional Aide requirement. AGENCY will utilize the required OUSD invoicing and staff qualifications form (Exhibit F) for regular invoice submission.
- 8.4. **Submission of Invoices.** AGENCY must submit invoices to OUSD on a timely and regular basis for services rendered. OUSD will not accept invoices submitted more than thirty days beyond the end of each fiscal quarter. No invoices will be accepted more than 30 days past the end of June 30 of the contractual fiscal year. AGENCY must also submit invoices according to specific invoicing deadlines as outlined by OUSD to ensure timely processing. **(Exhibit G)**
- 8.5. Submission of Invoices for ASESP and 21<sup>st</sup> Century Grants. For services rendered related to the ASESP and 21st CCLC grants, OUSD shall pay AGENCY, on a monthly basis, for appropriately documented expenses related to the ASESP and 21ST CCLC grants, with a cumulative total for 2017-2018 not to exceed \$87,651 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 ASESP and 21<sup>st</sup> CCLC programs for a minimum of five years. All documents created by AGENCY pursuant to this MOU, including but not limited to reports, designs, schedules, registration packets, early release waivers, and other materials prepared, or in the process of being prepared, for the services to be performed by AGENCY, are and shall be at the time of creation and thereafter the property of OUSD, with all intellectual property rights therein vested in OUSD at the time of creation. OUSD shall be entitled to access to and copies of these materials during the progress of the work. Any such materials in the hands of AGENCY or in the hands of any subcontractor upon completion or termination of the work shall be immediately delivered to OUSD. If any materials are lost, damaged or destroyed before final delivery to OUSD, AGENCY shall replace them at its own expense and AGENCY hereby assumes all risks of loss, damage or destruction of or to such materials. AGENCY may retain a copy of all materials produced under this MOU for its use in its general business activities.

#### 10. Changes

- 10.1. **Agency Changes.** AGENCY may, at any time, by written order, make changes consistent with Section 5 Scope of Work of this MOU. If such changes cause an increase or decrease in the budgeted cost of or the time required for performance of the agreed upon work, an equitable adjustment as mutually agreed shall be made in the limit on compensation as set forth in Section 4 or in the time of required performance as set forth in Section 5.4, or both. In the event that AGENCY encounters any unanticipated conditions or contingencies that may affect the scope of work or services and result in an adjustment in the amount of compensation specified herein, AGENCY shall so advise OUSD immediately upon notice of such condition or contingency. The written notice shall explain the circumstances giving rise to the unforeseen condition or contingency and shall set forth the proposed adjustment in compensation. Such notice shall be given to OUSD prior to the time that AGENCY performs work or services related to the proposed adjustment in compensation. Any and all pertinent changes shall be expressed in a written amendment to this MOU and signed by OUSD prior to AGENCY's implementation of such changes.
- 10.2. **Changing Legislation.** AGENCY understands that changes in Federal, or state legislation or District policy may impact funding levels, grant requirements, and responsibilities of AGENCY during an academic school year. This MOU may be amended during the 2017-2018 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. AGENCY must provide staff and agents adequate professional development, training, coaching and preparation time to enable staff and agent performance to meet the goals of the ASES/21<sup>st</sup> Century after school grant program and provide a safe and secure program.
- 11.3. **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 and California and Federal laws, AGENCY shall not engage in unlawful discrimination of students on the basis of actual or perceived physical or mental disability, medical condition, sex, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the California Penal Code. Consistent with the policy of OUSD in connection with all work performed under Contracts, AGENCY shall not engage in unlawful discrimination in employment on the basis of actual or perceived race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex or sexual orientation. AGENCY agrees to comply with applicable Federal and California laws including, but not limited to, the Americans with Disabilities Act, Section 504 of the Rehabilitation Act, Title IX and the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and OUSD policy. In addition, AGENCY agrees to require like compliance by all its subcontractor(s).
- **11.7.** Bullying; Sexual Harassment. The District's Board of Education recognizes the harmful effects of bullying and sexual harassment on student learning, school attendance and participation in after school programs. In order to have a safe environments that protect students from physical and emotional harm, AGENCY shall establish student safety as a high priority and shall not tolerate sexual harassment or bullying of any student. AGENCY shall adopt a policy expressly against harassment, sexual harassment, intimidation, and bullying and ensure related training on prevention and response is accordingly provided for all AGENCY employees and agents.
- 11.8. **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 shall require each subcontract or to indemnify, hold harmless and defend OUSD, its officers, officials, employees, volunteers or agents, 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 beliet, 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.

Date

Date

OAKLAND UNIFIED SCHOOL DISTRICT

President, Board of Education

State Administrator Superintendent

Secretary, Board of Education

Deputy Chief

Community Schools and Student Services Dept.

AGENC Agency Director Signature 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,

Principal

rk Superintendent Netw 7/31/1

Date

Deputy Superintendent Academic & Social Emotional Learning

MOU template approved by Legal May, 2017

Lagoons, Shoreline Parks and Lakes) and Related Facilities

- Exhibit E (1) Middle School Sports Release of Liability and Assumption of Risk
- Exhibit F. Invoicing and Staff Qualifications Form
- Exhibit G. Fiscal Procedures and Policies
- Exhibit H. Certificates of Insurance
- Exhibit I. Statement of Qualifications
- Exhibit J. Agreement to Allow Distinct and Separate Employment by OUSD and AGENCY

# Exhibit A

# Attendance Reporting Schedule

After Sch	ed School District ool Programs eporting Schedule
Monthly Attendance Period	Deadline to Input Attendance Data into Cityspan
July 1 – July 31, 2017	August 10, 2017
August 1 - August 30, 2017	September 8, 2017
September 1-30, 2017	October 10, 2017
October 1-30, 2017	November 9, 2017
November 1-30, 2017	December 8, 2017
December 1-31, 2017	January 10, 2018
January 1-31, 2018	February 9, 2018
February 1-28, 2018	March 9, 2018
March 1-31, 2018	April 10, 2018
April 1-30, 2018	May 10, 2018
May 1-31, 2018	June 8, 2018
June 1-30, 2018	June 15, 2018

### Exhibit B

ASES and 21<sup>st</sup> CCLC After School Program Plan and After School Budget Planning Spreadsheet

(Template distributed separately)

# **INSERT HERE**

After School MOU for Elementary and Middle Schools, 2017-2018, page 18 of 37

ASES and 21 <sup>st</sup> Century Community Learnin Elemen	School Programs ng Center (21 <sup>st</sup> CCI.C) After S ntary Schools 17 - 2018	chool Program Plan
SECTION 1: School Site Information		
School Site:	Lead Agency:	
Greenleaf Elementary	Bay Area Community Reso	purces
Principal Signature:	Lead Agency Signature:	
After School Site Coordinator Name (if known at this time): Miladi Almaweri-Borrero	Date: 6/13/2011	
Name of After School Program:		
E.P.I.C.		
SECTION 2: PROGRAM OPERATIONS: Average Daily Attendance, Pro To be compliant with grant requirements, the after school program mu a minimum of 3 hours/day, and be open until at least 6pm on every sca required to operate all 180 days of the school year. * CDE allows programs to close for a maximum of 3 days during the sc program closure dates in advance, and the lead agency must maintain dates, including training agenda and staff sign in sheets.	ust commence immediately i hool day for elementary and chool year for professional de	upon the conclusion of the regular day, operate middle schools. (EC 8483). Programs are evelopment. Families must be notified of these
Projected Daily Attendance during School Year 2017-2018		84
First Day of Program Operations for the 2017-18 school year		August 21, 2017
Last Day of Program Operations for the 2017-18 school year		June 7, 2018
List the three days (if any) your program plans to close this year for PD open every other day of the school year.	. The program must be	9/22/17, 11/17/17 and 3/23/18

1

#### **Minimum Days**

When a school holds minimum days, the after school program is required to begin as soon as the school day ends, and run a long day until 6pm. Minimum days have significant impact on after school staffing and budget. Thus, during the program planning process, school leadership and the lead agency partner must discuss the anticipated number of minimum days for the program year, and discuss shared resources to fund minimum day programming.

Projected Number of Minimum Days for School Year 2017-2018	21
*School should provide lead agency with a calendar of minimum days before the 1st day of	
school.	
Describe funding plan to operate program on the minimum days indicated above, including	BACR includes funding minimum day hours
additional school resources (if any).	within current after school program budget
	allocation
Please note that the ASES grant from CDE does not increase funding for minimum days. If the	After School Program will budget for
school adds additional minimum days beyond the projected number above, what school funds	additional minimum days.
will be utilized to fund these additional hours of program?	
SECTION 2. Drogwam Blackel and Lond Annual Coloritor	

SECTION 3: Program Model and Lead Agency Selection

For 2017-2018, my site will operate the following program model:

**Traditional After School:** voluntary program open to all students, with enrollment priorities targeting certain students

**Extended Day Program**: additional class periods offered to students after the end of the regular bell schedule, for targeted grades and/or for all students of the school (Note: extended day classes must **not** appear on the school bell schedule)

**Blended/Hybrid:** combination of some extended day and some traditional after school programming

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

The BACR philosophy about after school programs extends far beyond keeping children safe. We believe in providing a nurturing and enjoyable environment where students can improve their academic and life skills. We believe in integrating the principles and practices of youth development into all activities. Just as important, we see the schools, students, and parents as our partners, and we believe it is our

responsibility to understand and meet their needs. This approach to after school programs is consistent with the BACR mission of serving youth and families, fostering volunteerism, and building community. As a large diverse community agency, BACR has the organizational capacity and infrastructure to maintain high quality while expanding our services.

#### SECTION 4: SCHOOL PRIORITIES AND GOALS IN SPSA

In collaboration with school leadership, review the school's priorities and goels listed in its 2017-18 SPSA school site plan. All after school programs are expected to support the school's goals for: 1) Culture and Climate and 2) Family and Student Engagement.

Additionally, identify at least 1 other priority area from the list below that your afterschool program will intentionally support. For each of the priority area marked below, fill in the specific priority and multi-year goal from the school's SPSA plan.

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X	English Language Arts	Literacy	Increase by 10 percentage points the percent of students (3rd-8th grade) scoring "At, Near,
			or Above proficiency" on the Reading Claim as measured by SBAC.
Х	Mathematics	Mathematics	Increase by 10 percentage points the percent
			of students (3rd-8th grade) at or above grade
			level as measured by SBAC math.
Х	Culture and Climate (required)	Culture/Climate:	10% INCREASE of students reporting that they
		Student	feel part of their school community "All of the
			time" or "Most of the time" each year as
			measured by the CHKS. Decrease in referrals
			each year by 10%.
Х	Family and Student Engagement (required)	Parent participation	Increase parent participation in community
		rate	events by 10% each year. Hold an additional
			workshop each year on an identified need

			generated by parent leaders	
	Additional Priority Area (if any) identified in school's SPSA plan: (Specify:)			
Fill out the	ACTIVITIES ALIGNED TO SPSA GOALS following matrix for the school priority areas marked above. as selected above.	Describe the activities	your program will offer to support	the school
Priority Area	Describe the after school activities that will support this school priority/goal	Target Population	Measurable Outcomes	Frequency & Schedule (hrs/wk)
English Language Arts	Embedded literacy vocabulary words, listening and reading standards in ALL activities. Enrichment classes - arts, dance, music and sports - are based on common core standards and LIAS Principles	All enrolled participants	Review of daily lesson plans, classroom routines and structures connected to common core and LIAS Principles.	Daily
	Academic Hour	All enrolled participants	100% of students will be provided with time, space and assistance to work on their homework, math skills, reading, spelling and projects.	3 hrs/wk
	Computer Class	All enrolled participants	100% of students will be provided with time to work on math and/or literacy computer programs	1 hr/wk
	Literacy Class	All enrolled participants	100% of students will practice reading and writing using ASP Literacy curriculum as outlined in OUSD Professional Learning Community	1 hr/wk

Mathemat ics	Academic Hour Computer Class	All enrolled participants All enrolled participants	100% of students will be provided with time, space and assistance to work on their homework, math skills, reading, spelling and projects. 100% of students will be provided with time to work on math and/or literacy computer programs	3 hrs/wk 1 hr/wk
	NBA Math Hoops	All enrolled participants	75% of students will report increased comfort in math	1 hr/wk
School Culture and	PBIS	All enrolled participants	All staff will model the language that is expected of students	On going, embedded in each offering
Climate (required)	Team Building/BIC Classes	All enrolled participants	All participants will indicate that they have learned to be respectful of their peers and of adults in the after school program.	1 hr/wk
Family & Student Engage- ment (required)	Parent Orientation	All parents of students enrolled or interested in program	100% of parents are oriented on all program policies, procedures, routines and events, prior to start of program.	2 times/year
	Family Literacy Workshops	Parents and families of	Increase parent participation	1 time/month

		all students	in workshops by 10% each year	
	Large Events and Showcases	All parents of students enrolled or interested in program	Over 50% of parents/families will attend every large event/showcase as measured through sign-in sheets.	2 times/year
Additiona Priority (specify: )				
The follow	: OUSD STRATEGIC TARGETS ing are targets in OUSD's Pathway to Excellence Strategic Plan y partners, will work collaboratively to achieve these targets		ire Oakland school system, toge	ther with
The follow communit <i>Grade Lev</i> Complete	ing are targets in OUSD's Pathway to Excellence Strategic Plan	for all students. who are reading on grade l	evel will increase to 85 percent.	
The follow communit <i>Grade Lev</i> Complete	ing are targets in OUSD's Pathway to Excellence Strategic Plan y partners, will work collaboratively to achieve these targets el Reading: By 2020, the percentage of 3rd grade students w the matrix to indicate how your after school program will wo	for all students. who are reading on grade l	evel will increase to 85 percent.	

on grade level	Computer Class	All enrolled participants	Students will have 1 hour per 1 hr/wk week to work on math and literacy skills on the computer.	
	Academic Workshops and Homework Support	All enrolled participants	Students will understand their homework and the majority of program participants will complete their homework on a daily basis.	3 hrs/wk

SECTION 6: ADDITIONAL ACADEMICS Use this section to list any other academic program activities not already listed in Sections 4 and 5 above that will be offered. Academic activities should be aligned with school goals and support specific student achievement needs defined by the school. Activities should be based on sound instructional strategies aligned with the regular school day program. Please include the following OUSD After School requirements, if not already listed above: **Required Elementary Academic Programming:** 1 hour of literacy instruction per week for all students and . • 1 hour of math instruction per week for all students (Curriculum and PD will be provided by OUSD or can be provided by school site.) :Your program can offer a range of academic supports including: 1) Homework Support 2) Tutoring 3) Academic skill building 4) Targeted intervention 5) Direct instruction (literacy, math) 6) Language development for English Language Learners **Description of Target Population** Academic Support (choose SPSA goal(s) or Measurable Outcomes Frequency (hrs/week; program/ one) school need # of weeks) activity supported by activity

Academic Workshops and Homework Support	All Students	<ul> <li>Academic Skill Building</li> <li>ASP Literacy curriculum</li> <li>ASP Math curriculum</li> <li>ELL Language develop.</li> <li>Homework Support</li> <li>Targeted Intervention or Instruction by Cred. Teacher</li> <li>Tutoring</li> </ul>	Increase by 10 percentage points the percent of students (2nd-8th grade) scoring "At, Near, or Above proficiency/grade level as measured by SBAC.	Students will understand their homework and the majority of program participants will complete their homework on a daily basis.	3hrs/week; 36 weeks
Computer Class	2nd - 5th Grade Students	<ul> <li>Academic Skill Building</li> <li>ASP Literacy curriculum</li> <li>ASP Math curriculum</li> <li>ELL Language develop.</li> <li>Homework Support</li> <li>Targeted Intervention or Instruction by Cred. Teacher</li> <li>Tutoring</li> </ul>	Increase by 10 percentage points the percent of students (2nd-8th grade) scoring "At, Near, or Above proficiency/grade level as measured by SBAC.	Students will have 1 hour per week to work on math and literacy skills on the computer.	1 hr/week; 36 weeks
NBA Math Hoops	2nd - 5th Grade Students	<ul> <li>Academic Skill Building</li> <li>ASP Literacy curriculum</li> <li>ASP Math curriculum</li> <li>ELL Language develop.</li> <li>Homework Support</li> <li>Targeted Intervention or Instruction by Cred. Teacher</li> <li>Tutoring</li> </ul>	Increase by 10 percentage points the percent of students (2nd-8th grade) at or above grade level as measured by SBAC math.	Students will increase their knowledge and comfort in math.	1 hr/week; 36 weeks
Literacy	2nd - 5th Grade Students	<ul> <li>Academic Skill Building</li> <li>ASP Literacy curriculum</li> <li>ASP Math curriculum</li> <li>ELL Language develop.</li> <li>Homework Support</li> </ul>	Increase by 10 percentage points the percent of students (2nd-8th grade) scoring "At,	Students will practice reading and writing using ASP Literacy curriculum as outlined in OUSD	1 hr/week; 36 weeks

SECTION 7: ENRICHMENT & PH Please list any additional enrich Enrichment activities and physic provide students with the oppo	INSTRUCTION IVSICAL ACTIVITY / REC ment activities your pro- cal activity/recreation and rtunity to apply their cla	REATION ogram will offer, that re required compon- assroom learning in	ents of the ASES and a real, hands-on way	21 <sup>st</sup> Century grants. Enrichm . Enrichment activities shoul	nent activities can d intentionally and
creatively build skills that suppo positive school climate, STEM, a Description of Program/ Activity			Target Population & Frequency (hrs/week; # of	Targeted Skills	Measurable Outcome
Physical Fitness/Sports	<ul> <li>Student Identified</li> <li>School Identified</li> <li>Parent Identified</li> <li>Other (specify)</li> </ul>	These activities will support general health and wellness and in creating a positive school climate.	All Students - 3.5hrs/week; 36 weeks	<ul> <li>College/Career Readiness</li> <li>Social &amp; Emotional Learning</li> <li>Leadership</li> <li>Academic (specify)</li> <li>Health and Wellness</li> <li>Other (specify)</li> </ul>	All participants will indicate that they had an opportunity to practice moderate to vigorous physical activity and/ or recreational sports at least once per week.
Cooking/Nutrition	<ul> <li>Student Identified</li> <li>School Identified</li> <li>Parent Identified</li> <li>Other (specify)</li> </ul>	These activities will support general health and wellness and in creating a	2/3rd Grade Students are allowed to choose class based on interest.	<ul> <li>College/Career Readiness</li> <li>Social &amp; Emotional</li> <li>Learning</li> <li>Leadership</li> <li>Academic (specify)</li> <li>Health and Wellness</li> <li>Other (specify)</li> </ul>	All participants will indicate that they had an opportunity to learn about healthy eating habits, identify

		positive school climate.	1 hr/week		healthy foods and learn healthy recipes.
Team Building/ BIC	<ul> <li>Student Identified</li> <li>School Identified</li> <li>Parent Identified</li> <li>Other (specify)</li> </ul>	These activities will support our school day goal of creating a positive school climate, help students develop their abilities to solve conflicts, take on leadership responsibilities and develop stronger social skills.	All Students in ASP are allowed to choose class based on interest. 4 hrs/wk, 8 wks	<ul> <li>College/Career Readiness</li> <li>Social &amp; Emotional Learning</li> <li>Leadership</li> <li>Academic (specify)</li> <li>Health and Wellness</li> <li>Other (specify)</li> </ul>	All participants will indicate that they have learned to be respectful of their peers and of adults in the after school program.
Arts/Spoken Word	<ul> <li>Student Identified</li> <li>School Identified</li> <li>Parent Identified</li> <li>Other (specify)</li> </ul>	Our visual arts activities reinforce themes and lessons that are covered in other classes. Often students work in groups, make presentations of their work and focus on reflection and	2/3rd Grade Students are allowed to choose class based on interest - 1 hr/week	<ul> <li>College/Career Readiness</li> <li>Social &amp; Emotional</li> <li>Learning</li> <li>Leadership</li> <li>Academic (specify)</li> <li>Health and Wellness</li> <li>Other (specify)</li> </ul>	All participants will indicate that they have had the opportunity to participate in visual arts activities at least once per week.

		mindfulness of their work.			
Boys and Girls Group	Student Identified School Identified Parent Identified Other (specify)	Our visual arts activities reinforce themes and lessons that are covered in other classes. Often students work in groups, make presentations of their work and focus on reflection and mindfulness of their work.	4th/5th Grade Students - 1 hr/week	<ul> <li>College/Career Readiness</li> <li>Social &amp; Emotional Learning</li> <li>Leadership</li> <li>Academic (specify)</li> <li>Health and Wellness</li> <li>Other (specify)</li> </ul>	All participants will indicate that they have had the opportunity to learn about issues related to their identity including their personal and family histories.

#### SECTION 8: FAMILY ENGAGEMENT / FAMILY LITERACY

Please list any additional family engagement activities your program will offer, that are not already listed in Sections 4 above.

After school programs can help foster parent involvement, connect families to the larger school community, and communicate important information related to the 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
Parent Orientation	100% of parents agree or strongly agree, and 70% of parents agree that they feel welcome to participate at our school, as measured by the CHKS survey.	Parent/ Caregivers will be briefed on all the after school program policies and procedures as well as vision, mission, goals and youth outcomes	100% of Parents are oriented, prior to program start	All policies and procedures have been vetted through the school's principal to ensure alignment and consistent messaging
Open House	100% of parents agree or strongly agree, and 70% of parents agree that they feel welcome to participate at our school, as measured by the CHKS survey.	Parents/families will attend open houses and orientation nights in order to learn more about the structure, policies, procedures and general information about the after school program. This is also an opportunity for questions to be answered about the student's progress in their after school work.	Over 50% of parents/ families will attend open houses and orientations. This will be measured through sign-in sheets.	Monthly meetings with principal, outreach coordinator and other stakeholders, quarterly newsletters, parent surveys and feedback from school community.
Lights On After School	100% of parents agree or strongly agree, and 70% of parents agree that they feel welcome to participate at our school, as measured by the CHKS survey.	At our Lights On Open House, parents and community members gather in the cafeteria to receive updates from the Site Coordinator, then are led by the students through an engaging scavenger hunt in the	Over 50% of parents/families will attend event as measured through sign-in sheets.	Monthly meetings with principal, outreach coordinator and other stakeholders

		after school classroom. Parents also have an opportunity to meet and talk with ASP staff.			
Family Literacy Workshops	100% of parents agree or strongly agree, and 70% of parents agree that they feel welcome to participate at our school, as measured by the CHKS survey.	Staff will facilitate literacy workshops for parents and families. Parent leaders will facilitate literacy workshops and will be supported by the family resource center	Workshops will be held once a month and approximately 20-30 parents/families will attend each workshop. This will be measured through sign-in sheets.	Biweekly meetings with the principal, outreach coordinator, family resource center, parent leaders, and other stakeholders	
Large Events and Showcases	100% of parents agree or strongly agree, and 70% of parents agree that they feel welcome to participate at our school, as measured by the CHKS survey.	Parents/families will attend showcases and celebrations where their students will perform and/or present what they have learned. Parents will understand more about what their student is learning in after school. Celebrations may also include a service/volunteer project for parents as well.	Over 50% of parents/families will attend every large event/showcase as measured through sign-in sheets.	Monthly meetings with principal, outreach coordinator and other stakeholders, quarterly newsletters, parent surveys and feedback from school community.	
a) Submit your program schedule as an attachment, using the standard program schedule template. The after school schedule must indicate the school name, program name, and the program year. Please note that programs will be asked to submit updated program schedules at the beginning of both the Fall and Spring semesters.					
b) The Program Schedule must clearly show when all after school activities listed in the Sections 4 - 7 will be taking place.					

c) Make sure program schedule clearly shows when the following elementary program requirements will take place:

- One hour/week of literacy instruction for students in grades K-5
- One hour/week of math instruction for students in grades K-5

d) Submit a copy of the school bell schedule for the 2017-18 school year.

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

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

#### SECTION 10: SATISFACTORY SCHOOL DAY ATTENDANCE AND 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.	SP and school day staff will implement a chronic absenteeism plan for after school families struggling with attendance. This includes targeting and enrolling the 7 percent of students

	who are chronically absent during the 2017-18 school year
b) Inform parents about the importance of attendance and encourage parents to help each other get their students to class.	ASP staff will hold an orientation and mid-year meeting to remind parents about the importance of good attendance, review attendance policies and help parents understand why attendance is so important.
c) Track students with poor program attendance and reach out to find out why and how attendance could be improved.	ASP will help communicate with families of students who have been identified as at risk of being chronically absent.
d) Celebrate good attendance and/or offer meaningful incentives to attract and reward students for attending our program.	ASP staff will continue to acknowledge good attendance with certificates and recognition during special events.

#### SECTION 11: TRANSFORMING SCHOOL CULTURE AND CLIMATE

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

The following are strategies that OUSD schools are taking to create positive school culture and climate:

- Positive Behavioral Intervention and Supports (PBIS)
- Restorative Justice/Restorative Practices (RJ)
- Social and Emotional Learning (SEL)

After school and school day partners can collaborate and intentionally align their efforts around these strategies, in order to create seamless, positive culture and climate from 8am - 6pm for students.

a) Discuss with your Site Administrator which strategies your school is using to support positive school culture and climate. Complete the following matrix by selecting **at least one strategy** that the school day and after school programs will work intentionally to align. Detail what the after school program will do to align with school day efforts for each selected strategy. This may including any of the following action steps for alignment:

- Participate in site-level professional development (PD) together with school day staff
- Participate in district-sponsored PD, including PD offered by the Expanded Learning Office

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•	Participate in relevent school		IIC, CUILUIC	and clinate	CONTINUES	

- Align with school day curriculum and practices
- Align with school day routines and structures
- Observe school day classrooms to align expectations and practices
- Other ways to align (please specify)

Select at least 1 strategy:	Strategy	What will the after school program do to align with school day efforts in this area?
x	Positive Behavioral Intervention and Supports (PBIS)	The after school program will work together to ensure that our practices are aligned with the school through collaborative meetings. After School Program Staff will conduct PBIS matrices at the beginning of the school year and revisit expectations in January to reinforce Principles of Being during after school.
x	Restorative Justice/Restorative Practices (RJ)	The after school program will work together to ensure that our practices are aligned with the school through collaborative meetings. After School Program Staff will encourage students to resolve conflict through implementation of Talk It Out. The goal will be to have students determine their own solutions while being supported by adults.
x	Social and Emotional Learning (SEL)	In order for SEL to be effective it must be housed in a safe and supportive school climate. We will build mental skills that lead to understanding and managing emotion, setting positive realistic goals, building long-lasting relationships, show empathy for others and problem-solve constructively and ethically.

b) 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 provide leadership opportunities for students of color that will empower them to work hard and take ownership in the work they do. Leadership opportunities include a leadership club where students can develop newsletters, mentorship programs, and co-facilitate activities around topics of race and gender. In addition, students will be recognized for their efforts through awards and ceremonies.

**SECTION 12: Coordination with Other Service Providers** 

In the Full Service Community School model, the school becomes a hub of together, and coordinate their efforts to meet the holistic needs of studen					
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?	<ul> <li>COST team (Coordination of Services Team)</li> <li>SST (Student Study Team)</li> <li>SSC (School Site Council)</li> <li>ILT (Instructional Leadership Team)</li> <li>PTA</li> <li>Attendance Team/Workgroup</li> <li>SPSA Site Planning team</li> <li>School Culture/Climate Committee</li> <li>School Safety Committee</li> <li>Other (specify)</li> </ul>				
List key community partners whom you will actively collaborate with to accomplish the goals of your program.	Oakland After School Programs Office, Oakland Fund for Children and Youth, AmeriCorps, BACR, ECP ASP Coordinator, Principal, Assistant Principal, Community Schools Manager				
List all subcontractors who will be paid to deliver after school services.	N/A				
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.	Quality Support Coach, SSO, Custodial Staff, Community Schools Manager, Administrative Assistant, Restorative Justice Team				

#### Section 13: 2017-18 After School Enrollment Policy for Greenleaf Elementary School

OUSD has established <u>district-wide guidelines for Target Population and Enrollment</u> 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.

#### **Priority Enrollment and Transitions Support for High Need Populations of Students**

According to new grant legislation, foster youth and homeless youth will receive priority enrollment in after school programs. Additionally, OUSD prioritizes English language learners and Newcomers for after school services, so that the number of ELL students in after school programs is reflective of their percentage in the school population.

These high need student populations are transitional youth who often enter the OUSD school system mid-year, and whose program attendance may be less consistent due to the transitional nature of their home environments.

Important note: The law states that program fees cannot be charged to homeless and foster youth participating in the program.

#### **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.
- The ASES and 21<sup>st</sup> CCLC grants require that programs are open to all students of the school, if space remains after outreach is done to targeted students. (For example, if program slots remain open after you have reached out to fill slots with target populations identified

above, then by law, you must accept a kindergarten family that desires program services, even if your program prioritizes students in grades 1-5.)

#### 13a) TARGET POPULATION FOR AFTER SCHOOL PROGRAM:

in the matrix below, describe targeted student populations in order of priority. Specify data that will inform student selection. Identify targeted recruitment strategies for each population.

Which grade levels will you serve in this program? <u>K - 5th Grades</u>

Target Population(s)	Specific Data to Inform Selection of Program Participants	Targeted Recruitment Strategies			
Homeless youth	Parent and school faculty identified	Program Coordinator communication with principal and COST Lead. Additional contact from Principal School Faculty and/or Teachers.			
Foster youth	Parent and school faculty identified	Program Coordinator communication with principal and COST Lead. Additional contact from Principal School Faculty and/or Teachers.			
English language learners and/or Newcomers	Parent and school faculty identified	Program Coordinator communication with principal and COST Lead. Additional contact from Principal School Faculty and/or Teachers.			

#### 13b) MODIFICATIONS FOR HIGH NEED TRANSITIONAL STUDENTS:

How will you modify your enrollment and attendance policies to make your program accessible for foster, homeless, and Newcomer students who transition into the school mid-year?

Program Coordinator will meet with principal in August to get list of incoming high need students. After school program will hold slots in grade levels for these students. Program Coordinator and principal will discuss throughout the year.

#### 13c) ENROLLMENT PROCESS AND TIMELINE:

Summarize your enrollment timeline below. Describe how your school will identify and recruit students beginning in Spring 2017. Indicate how families will be notified of 2017-18 enrollment before the last day of school, June 9, 2017.

Timeline	After School Enrollment Steps/Process	Individual(s) responsible
May 2017	School administration and other school staff provide most recent test scores and other referral/recommendation information.	School administration and other school staff.
June 2017	Coordinator and after school staff pre-register students (75% of total enrollment goal). Pre-registration information sessions will be held and applications will be given out to students and families.	Coordinator and After School Program Staff
August 2017	After School program will begin on first day of school 2017 at a minimum of 75% of total enrollment goal.	Coordinator and After School Program Staff
August – September 2017	After School program staff will continue to register students during the first week of school 2017 in order to reach 100% enrollment.	Coordinator and After School Program Staff

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

- April June: Spring enrollment for 2017-18 programs.
- Families will be notified of 2017-18 after school enrollment before the last day of school, June 9, 2017.
- After school programs begin on 1<sup>st</sup> Day of school, with enrollment at a minimum 75% capacity.

- August September: New school year enrollment of families for remaining program slots.
- Remaining program slots will be filled by September 30, 2017, except for slots reserved for transitional students (ie. Foster and Homeless youth; Newcomers) entering the school mid-year.
- All programs must maintain waitlists after program slots are filled.

#### 13d) 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:

Program Coordinator will meet weekly with Principal, after school program attendance being one of the topics. After School Program recruitment strategies will be discussed as needed.

**Principal Signature:** 

Lead Agency Signature: 🚽

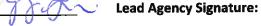
Section 14: 2017-18 Assurances for Grant Compliance and After School Alignment with School Day

Principal and Lead Agency representative will review and discuss each assurance below. Please note hyperlinks for the following documents referenced below: 1) Grant Assurances signed by OUSD Superintendent and 2) Quality Support Coach Role Description.

Principal initials	Lead Agency initials	2017 – 18 Assurances for Grant Compliance and After School Alignment with School Day
\$S-5	£C	1) 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.
RJ-J	AC	2) Site Administrator and Site Coordinator will meet at least once monthly to ensure program is meeting identified goals. (Bi-weekly check-ins are recommended.)
RJUT	AC	3) Site will provide the after school program with appropriate facilities and resources in support of program goals, including office space with internet and phone access for the Site Coordinator, and safe storage for program records.

RAT		4) Site Administrator will share the School Site Safety Plan with the Site Coordinator and discuss appropriate policies
	<u>A</u>	and procedures to ensure safety during the after school hours.
out	10	5) Site Administrator and Site Coordinator understand the program must meet CDE attendance targets in order to
16 3-0	AL	retain grant funding. Site and program will work collaboratively to ensure strong student recruitment and retention.
aut		6) School will share student outcome data to better refine program (Attendance data, test scores, Report Cards, IEP's,
9/20	R	etc). Site Coordinator will share relevant student and program data with school.
·····		7) Site Administrator and lead agency partner have reviewed the Quality Support Coach key responsibilities, and
alt	AC	understand this role is critical for strengthening staff practices and program quality. Site Administrator will identify a
TRUD		certificated, gualified individual to serve as the After School Quality Support Coach.
V	1.0	
Las h	L A	8) Site will invite Site Coordinator and appropriate staff to participate in faculty meetings and professional
RAN	AC	development opportunities, in order to ensure consistency in standards of teaching and learning, and positive school
1071		culture & climate.
	10	9) Site will invite Site Coordinator to participate on school committees (ie. SSC, COST, SST, Culture Climate team, SPSA
119-A	H.	planning team, etc) to ensure coordination of services.
		10) Site Administrator is aware that CDE does not increase after school grant funding for minimum days, and that
DVA I	00	programs are required to operate until 6pm on minimum days. If additional minimum days are added to the school
mus.	N.	schedule next year, site will allocate resources to help offset the cost of additional hours of programming.
<u>.</u>		
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**Principal Signature:** 



#### Section 15: After School Quality Support Coach

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 continuous quality improvement processes 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, curriculum, instructional strategies, data, and strategies to ensure positive school culture and climate.

- Provide lesson planning support and lesson modeling to strengthen after school instruction.
- Help develop/design after school academic offerings and curriculum, and support alignment of after school activities with the Common Core standards.
- Provide on-site coaching to after school staff implementing literacy and math curriculum.

The Quality Support Coach can be a credentialed teacher from the school faculty or other qualified professional working with the school (for example, a Literacy Specialist, Math Coach from LCI, BTSA Coach, etc.). This individual will receive training and specific direction on the Quality Support Coach role from the OUSD After School Programs Office. The required budget allocation for this position is \$2,500 for the year, equivalent to 72 hrs/year at a Paid-In-Service contract rate of \$34.67/hour. (Note this pay rate may change if there are district pay raises next year.)

#### **Quality Support Coaching Planning**

a) Please identify who will fulfill the Quality Support Coach role for 2017-18:

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

- □ A qualified professional who is part of the school staff
- An OUSD coach connected to the school (i.e. LCI Literacy or Math coach, BTSA coach, etc.)
- Other individual (please specify in detail): \_\_\_\_\_

If known, please specify the name of the person who will fill the Quality Support Coach role, and identify his/her role in the school:

#### **Teachers on Extended Contract for Direct Service**

In addition to a Quality Support Coach, some schools choose to have teachers on extended contract to provide direct service to students after school, such as math or literacy intervention and ELL instruction.

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 \$26.61/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 \$34.67 for

their staff capacity-building services. Teachers doing direct service work after school must be paid with an extended contract. Note these pay rates may change if there are district pay raises next year.

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

Lead Agency Signature: \_\_\_\_ Adi Principal Signature: Rought

After School Safety and Emergency Planning

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

Indicate all actions that will occur to ensure after school safety and alignment with school day procedures for emergency preparedness and emergency response:

Site Administrator and ASP Site Coordinator will meet at beginning of school year to update After School Emergency Plan collaboratively.
 Site will share Comprehensive School Site Safety Plan with after school partner.

School day and after school programs will coordinate emergency drill schedules & procedures (ie. earthquake, fire, and lockdown drills).
 After School staff will participate in site-level faculty safety trainings.

School will provide after school staff with access to disaster supplies and other resources in case there is an emergency after school.

Site Administrator and ASP Site Coordinator will meet regularly to review after school incidences and update safety plans as needed. Other. Specify:

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

Staff will sit in school safety training at beginning of year, which debriefs all emergency protocols.

C) Principal and Site Coordinator have reviewed the <u>OUSD After School Emergency/Crisis 1st Level Response Notification Protocol</u> and understand expectations regarding communication and <u>incident reporting</u> when an issue involving after school safety occurs.

🖾 Yes 🛛 No

#### **Facility Keys**

It is critical that the After School Site Coordinator has access to facility keys in order to ensure safety after school should a lockdown or lockout be needed. Will the After School Program have access to facility keys for all areas where after school programming occurs?

#### 🛛 Yes 🗂 No

If no, indicate how the school campus will be secured if crisis should occur during after school hours and if lockdown is necessary:

SSO Staffing: (check one)

Site will utilize after school and/or school day funds to pay Extra time/Over time (ET/OT) for an after school SSO.

□ Site does not need an SSO

□ Site does not have the resources to fund an after school SSO.

Principal Signature:

Lead Agency Signature:

#### **Professional Development Expectation**

After school staff will receive adequate professional development, including coaching support and trainings, in order to grow and improve their practice. Programs will utilize data, including YPQA/SAPQA program quality data, to determine the areas of focus for professional development. Providing after school staff with meaningful professional development is a shared opportunity & responsibility for both the lead agency and host school site.

Additionally, the OUSD Expanded Learning Office will provide extensive professional development throughout the year including: mandatory After School August Institute (week of July 31 - Aug. 4); mandatory monthly site coordinator meetings (2 hrs/month); continuous quality improvement (CQI) trainings; monthly agency director meetings; various professional learning communities (time commitment varies); local conferences (ie. annual Bridging the Bay conference), and other relevant district trainings (ie. safety, PBIS, etc.).

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

Coordinator Summer Institute - All Site Coordinators will participate in 3 days of training that will expand their knowledge on Youth Development, Curriculum Development, Grant Compliance, Policies and Procedures, Self-Care, and Program Quality (SA-YPQA). During Summer Institute Coordinators will have the opportunity to review their program schedule and program plan, create their year plan, plan for parent events, and learn from a variety of experts in the after school field.

Trainings over Time - In addition to Summer Institute, coordinators will have the opportunity to participate in BACR led and outside trainings throughout the school year. These training opportunities may include Accounting/Fiscal, HR Performance, Coaching, Eval, Safety, Leadership/Supervision, Relationship Building, Policy and Procedures, Communications

CPR/First Aid trainings, Bridging the Bay, and Region IV trainings. We have also purchased an online training series called "Safe Schools" where coordinators and line staff may access up to 30 modules related to after school safety and instruction techniques.

Team Cluster Meetings - All Site Coordinators will participate in Team Cluster Meetings led by their Program Manager monthly. During these meetings, the Program Manager will communicate updates from the district, the agency, as well as provide the team with professional development surrounding leadership, program development and youth development. Furthermore, the Program Manager will provide space for the Site Coordinators to receive feedback and workshop site based concerns and program quality.

Coordinator Supervisions - All site coordinators will meet at least two times a month to discuss site progress, individual coordinator goals, staff development and other site based subjects with their supervisor. This is opportunity for 1 on 1 support.

Line Staff Summer Institute - All Group Leaders will participate in a 2-day institute that will expand their knowledge on youth development, classroom/behavior management strategies, project based lesson plans, cooperative games, emergency procedures, mandated reporting, and policies and procedures.

Site Specific Staff Meetings - All Site Coordinators will have the opportunity to plan and lead their own staff meetings with their line staff. At these meetings, Site Coordinators will provide their line staff with lesson planning time, review site safety plans, plan events for students and parents, and review important site information.

Line Staff Supervision - There will be time for line staff to consult with their coordinator, academic liaison and/or assigned grade teacher for consultation on student progress and lesson plan development. Staff will also be evaluated 2 times a year and undergo peer observation opportunities within site teams.

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

Culture Strategies and approval for in-class observations for line staff. Coordinators should also be able to attend any school-based meetings that may pertain to after school programing. Also, any additional trainings needed for students with specific requirements that are in the after school program.

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

Please review and sign off on the following:

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

#### Staff Wellness

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

As an agency will believe that the wellness of our staff is directly related to the overall health of our programs. This year, BACR has launched our wellness initiative "Find Your Balance". The goal of this program is to improve the overall wellness of BACR staff so you have a balanced life and provide outstanding services. Our HR department has rolled out a variety of programs in support of this goal in the past few months/year and will continue to implement more. At the same time, each cluster of sites/districts is embarking on their own team wellness goals. For example, some are integrating in their team meetings at least 5 minutes of a Wellness Exercise, whether it is a reflection, meditation, or other mindfulness activities.

#### Social and Emotional Learning (SEL)

Developing SEL skills in students and 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, so that they can model SEL skills to students:

After School Instructors will participate in staff training before the school year begins focused on school wide student behavior management expectations. Among the topics covered will be school wide PBIS systems and incorporating those strategies into after school program classroom management structures. In addition to initial training, staff will participate in monthly meetings where SEL strategies will be covered.

#### **Continuous Quality Improvement (CQI)**

Engaging in continuous quality improvement processes is an OUSD expectation for all schools and after school programs, and is a condition for ongoing after school grant funding from the CA Dept. of Education. The OUSD Expanded Learning Office has adopted a research-based **Assess-Plan-Improve** CQI process utilizing national quality standards for youth development. All OUSD after school programs are expected to fully engage in and complete the following steps of the CQI cycle each year, and submit corresponding CQI deliverables to the school district on a timely basis:

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

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

#### **Review and mark all commitments:**

Our lead agency and school partner understand district expectations regarding the after school program's participation in the Continuous Quality Improvement (CQI) process summarized above. We agree to the following expectations:

☑ Lead agency will budget adequately to ensure program staff participate collaboratively in each step of the CQI process.

Site coordinator will participate in CQI trainings to develop his/her leadership in leading continuous quality improvement processes.

Lead agency director will provide coaching support and monitoring to Site Coordinator to ensure completion of a meaningful CQI process, and thoughtfully completed CQI deliverables.

Site coordinator will share CQI data with Site Administrator and school staff.

Lead agency and school partner will work collaboratively to support the implementation of the program's Quality Action Plan, including providing staff with adequate training and resources to improve the quality of their practices.

Principal Signature:

Lead Agency Signature:

Section 18: Addendum for 21<sup>st</sup> Century Community Learning Center Grantees Only 21st Century Equitable Access and Supplemental Programming

Equitable Access: (must be completed by all programs that receive 21\* 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:

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

How will your 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.

Principal Signature: Raw My Le	programming, target audience, planned activities, etc.)
ates of Service: purs of Operation: (note that supplemental programs must operat least 3 hours/session)	May 2018 12-6pm
pplemental program plans must match your proposed supplemented lease do NOT include summer program plans here; there will be a umber of supplemental program days you plan to offer during the p17-18 school year:	separate summer planning template.)

weekend. Lead agency staff, teachers on extended contract, and/or class school athletics.	ssified staff on extra time/overtime can serve as coaches for middle
Please identify the middle school sports activities that your after school program will be offering students this year in partnership with the OUSD Middle School Sports League.	<ul> <li>Co-ed Flag Football</li> <li>Girls Cross Country</li> <li>Boys Cross Country</li> <li>Girls Basketball</li> <li>Boys Basketball</li> <li>Girls Soccer</li> <li>Boys Soccer</li> <li>Girls Track and Field</li> <li>Boys Track and Field</li> <li>Girls Volleyball</li> <li>Dother: (Please describe)</li> </ul>

🖄 I understand that my middle school sports activities will be listed on my 2017-18 program schedule.

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

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

I understand that individuals providing coaching for middle school sports will need to go through the OUSD coaches hiring process.

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

## 2017-18 AFTER SCHOOL BUDGET PLANNING SPREADSHEET

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Site	Greenleaf Elementary			(APPER)		ang isahool	Match Funds	Faes (if applicable)		Agent
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1120	Certificated Teacher Extended Contracts- math or ELA academic intervention (recommended for MS)								\$0	
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	(Bridging the Bay conference, Youth Work Methods trainings)			\$500						
	Professional Development/ Trainings (Summer			4000			1	1		<u> </u>
	Institute, CPS, Classroom Mgmnt, Lesson Planning, etc.)						\$500			
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	Total books and supplies		\$0	\$500	02	\$0	1		\$0	3
SOUTSHE	neses de							-0		
	Program Coordinator - Miladi Almaweri-Borrero -					1 1		N 8		
5825	\$44,000 salary + \$11,000 (25% Fringe) = \$55,000 Program Assistant - Miguel Ahumada - \$17/hr X		i	\$46,250			\$8,750			
5825	30hrs/wk X 37 wks = \$18,870 + \$4,718 (25% Fringe) = \$23,588			\$1,388			\$22,203			
	After School Instructor - TBD - \$15 X 21hrs/wk X 37				3					
5825	wks = \$11,655 + \$2,914 (25% Fringe) = \$14,669			\$14,569	2				ļ	
	After School Instructor - TBD - \$15 X 21hrs/wk X 37 wks = \$11,655 + \$2,914 (25% Fringe) = \$14,569			\$14,569						
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2	Fringe) = \$394 X 2 = \$788 CQI Training - \$15/hr X 50 hours = \$750 + \$188 (25%	-		\$788			ł			┣───
5825	Fringe) = \$938		1	\$1,500		1	1	L		1

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5825	Program Manager - Adrian Cabezas - \$10,200 + \$2,550 (25% Fringe) = \$12,750						\$12,750	· _		
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	BACR Administrative Assistant									\$1,600
	TrainIngs (CPS, Classroom Management, Lesson Planning, BACR In-House trainings)							· ·		\$1,200
	Volunteer Time									\$0
	Subcontractors									\$0
ž. –	Other In-Kind Providers									\$
5	Total value of in-kind direct services						0.07		\$0,	56,300
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Required Signature for Budget Approval: A 忧 Lead Agency:

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## OAKLAND UNIFIED SCHOOL DISTRICT

## ASES AND 21ST CENTURY AFTER SCHOOL PROGRAMS

PARENT PERMISSION AND STUDENT INFORMATION - ELEMENTARY AND MIDDLE SCHOOLS

## I give my child permission to participate in the 2017-18 OUSD After School Program.

Name of School:		Parent Sigr	nature:	Date:
Student's Name		Grade		Date of Birth
Parent/Guardian Name (Please	print)	Email Add	ress	
Home Address		City	Zip	
Home Phone		Work Phone		Cell Phone
E	MERGENC	CONTACT INF	ORMATI	
In case of emergency please co				
Name	Relation	nship		Phone: work/home/cell
Does your child have health cov	verage?	Yes	1	No
Name of Medical Insurance	Policy/	Insurance #	Prima	ry Insured's Name
Name of Child's Doctor		Telephone		-
I authorize After School Progr may be necessary for my child				ergency medical treatment which
Parent/Guardian Name		Signature		Date

## RELEASE OF LIABILITY

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

Parent/Guardian Signature: \_\_\_\_\_ Date \_\_\_\_\_

## STUDENT RELEASE/ PICK UP POLICY

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

Parent/Guardian/Caretaker Signature

Date

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

Name/Relationship

Phone Numbers: Home/Work/Cell

Name/Relationship

Phone Numbers: Home/Work/Cell

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

## PERMISSION TO EVALUATE PROGRAMS AND TRACK STUDENT PROGRESS

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

Parent/Guardian Signature

## PHOTO/VIDEO RELEASE

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

My child \_\_\_\_\_may \_\_\_\_may not be photographed/videotaped by the After School program for promotional purposes.

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

Parent/Guardian Signature

**Program Policies** 

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

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

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

\_\_\_\_\_I understand that my child (in 2<sup>nd</sup> grade or higher) must sign in to program on a daily basis, and my child or a parent/guardian must sign out of program daily.

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

Parent/Guardian Signature

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

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

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

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

School Site: \_\_\_\_\_

Name of Program: \_\_\_\_\_

Name of Student: \_\_\_\_\_

Grade: \_\_\_\_\_

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

I am concerned for my child's safety in returning home by him/herself after dark.

I am unavailable to pick my child up after this time.

Other: \_\_\_\_\_\_

\_\_\_\_\_

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

 $\mathbf{V}$ 

Signature of Parent/Guardian

Date

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

## FOR STUDENTS AGES \_\_\_\_ AND OLDER ONLY

School Site: \_\_\_\_\_

Name of Student: \_\_\_\_\_

Grade: \_\_\_\_\_

Date of Birth of Student: \_\_\_\_\_

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

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

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

 $\checkmark$ 

Signature of Parent/Guardian

\_\_\_\_\_

Date

OUSD After School Programs 2017-2018 Student Health Form School Site:				
School Site:				
Student's Name Date of Birth				
Grade in 2017-18 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 #				
<u>EMERGENCY</u> In case of emergency, please contact:				
Name: Relationship to student:				
Phone Number:				
<u>HEALTH</u> Please check if your child has any of these Health Conditions and requires management after school:				
□ Severe Allergy to: □ Student has Epi-pen at school □ Asthma □ Student has inhaler at school				
Diabetes Student has medication at school				
Seizures Seizures				
Sickle Cell Anemia Student has medication at school				
Cystic Fibrosis Student has medication at school				
Other conditions: Student has medication at school				
Medications needed during the school 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 of Contact	Name Email			
Person				
Telephone	Fax			
The following Field Trips, Off Site Events and Off Site Activities for the After School Program will occur during: Fall Semester- August 21, 2017 to January 19, 2018 Spring Semester- January 22, 2018 to June 7, 2018				
<ul> <li>Summer Program (Specify dates:</li> </ul>	to			
Name of Field Trip, Off Site Event, and/or Off Site Activities	Date(s)	Time(s)		
<u>.</u>				

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):\_\_\_\_

Signature: Participant Signature (If over 18) or Custodial Parent or Guardian Signature

(Print)

Date:

EBRPD Waiver - Swim Use Rev. 3/09

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

#### OAKLAND UNIFIED SCHOOL DISTRICT AND \_\_\_\_\_\_ 20\_\_\_-20\_\_\_ MIDDLE SCHOOL SPORTS LEAGUE ACTIVITIES

#### **RELEASE OF LIABILITY AND ASSUMPTION OF RISK**

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

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

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

SIGNATURE (Participant	t or Parent/Legal Guard	Today's Date		
Participant	Name (print)	Grade	Date of Birth	
School	(COMPLETE INFORMA	TION ON BOTH SIDES)		

#### OAKLAND UNIFIED SCHOOL DISTRICT AND \_\_\_\_\_\_ 20\_\_\_-20\_\_\_ MIDDLE SCHOOL SPORTS LEAGUE ACTIVITIES

Participant Name (	print)	Grade	Date of Birth	
School				
Home Address		City		Zip
Home Phone	Work Phone	Cell Phon	e E	Email Address
In case of emerge	ncy please contact:			
Name	Relations	ship	Phone:	work/home/cell
<u>If the Participan</u>	<u>t Is A Minor (under age</u>	<u>18):</u>		
Print name of Pare	nt or Legal Guardian of Mi	nor		
Home Address		City	Zip	
Home Phone	Work Phone	Cell Phon	e E	Email Address
SIGNATURE			Today's	s Date
(Participant or P	arent/Legal Guardian if	funder age of 1	8)	
Student Particip	ant Health Conditions			
	o:		Student has an	Epi-pen at school
	dent has an inhaler at sch			
	dent has medication at scl			
	dent has medication at scl			
	nia 🛛 Student has medica			
Other condition(	. ,	L	Student has me	dication at school
Medications neede	d during the school day:			
Medications neede	d after school hours:			
Special Instruction	IS:			
available to sci with a Severe	th asthma, diabetes, and s hool staff in the event of a Allergy/Asthma Action pla Services for more informat	n asthma attack, n signed by you a	low blood sugar,	or allergic reaction along
Health Insuran	ce Plan Name: NFORMATION ON BOTH		Subscriber/F	Policy No.

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## INVOICING AND STAFF QUALIFICATIONS FORM

## 2017-2018

#### **Basic Directions**

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

1. Employee, agent or subcontractor name.

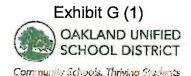
2. ATI #. This is the fingerprint clearance number assigned by the Department of Justice.

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

Employee, Agent, or Subcontractor Name	ATI #	Current TB Clearance Documentation on File	IA Requirement Documentation on File
		Yes No	□Yes □No
		Yes No	□Yes □No
· · · · · · · · · · · · · · · · · · ·		Yes No	Yes No
		Yes No	Yes No
			Yes No
		Yes No	Yes No
		Yes No	Yes No
···· -	<u> </u>	Yes No	Yes No



#### PROCEDURE FOR INVOICING Oakland Unified School District Comprehensive After School Programs 2017-2018

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

- All 21<sup>st</sup> Century and/or ASES invoices <u>must be submitted to the OUSD After School Programs Office</u> in order to be processed and paid. We are located at 1000 Broadway, Suite 150.
- All invoices must be generated <u>on your organization's letterhead</u>. This applies to both agency and individual contractors.
- To maintain invoicing consistency so that all necessary information is included, please <u>use the attached invoicing format</u>. Simply cut and paste the format onto your organization's letterhead. Please utilize the sample invoice as a guide. All of the information in the top section of the invoice template MUST be completed in order to process for payment. Also, in the body of the template, a detailed breakdown of charges must be provided, including number of hours worked and hourly rate. Failure to fully complete an invoice according to these specifications may result in a delay of payment.
- All invoices should cover only one calendar month, i.e. the 1<sup>st</sup> through the 30<sup>th</sup> or 31<sup>st</sup>.
- <u>Contractor, Agency, Site Coordinator, and Principal signatures</u> must be secured prior to submission of invoices to the After School Programs Office. All of these signatures must be originals.
- Invoices for the month are generally <u>due in the After School Programs Office by 5:00 p.m. on the 10<sup>th</sup> of the following month.</u> 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:

Invoices due to our office by 5:00 pm on:	Accounts Payable checks to be mailed on:
August 10, 2017	August 25, 2017
September 8, 2017	September 22, 2017
October 10, 2017	October 24, 2017
November 9, 2017	November 21, 2017
December 8, 2017	December 21, 2017
January 10, 2018	January 25, 2018
February 9, 2018	February 27, 2018
March 9, 2018	March 23, 2018
April 10, 2018	April 25, 2018
May 10, 2018	May 23, 2018
June 7, 2018 for May invoices	June 22, 2018
June 15, 2018 for Final Billing	TBD

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



Community Schools, Thehing Students

PROCEDURES for EXTENDED TIME and/or OVERTIME FORMS (ET/OT)

for OUSD CLASSIFIED EMPLOYEES 2017-2018

## 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 <u>1011 Union St</u>.
- Any other ET/OT forms for 21<sup>st</sup> Century and ASES classified staff must be delivered to Oakland SUCCESS After School Programs Office in order to be processed and paid. Please see payment schedule in chart below. Forms that are submitted after the due dates listed below will be paid on the following Payroll Issue Date. We are located at 1000 Broadway, Suite 150.
- <u>Rate varies depending on employee's hourly rate</u>

ET/OT Forms Due to After School Programs Office on the following anticipated dates:	OUSD Anticipated Payroll Issue Dates
September 15, 2017	September 29, 2017
September 29, 2017	October 12, 2017
October 12, 2017	October 31, 2017
October 31, 2017	November 15, 2017
November 15, 2017	November 30, 2017
November 30, 2017	December 15, 2017
December 15, 2017	December 29, 2017
December 22, 2017	January 12, 2018
January 12, 2018	January 31, 2018
January 31, 2018	February 15, 2018
February 15, 2018	February 28, 2018
February 28, 2018	March 15, 2018
March 15, 2018	March 29, 2018
March 29, 2018	April 14, 2018
April 13, 2018	April 30, 2018
April 30, 2018	May 15, 2018
May 15, 2018	May 31, 2018
May 31, 2018	June 15, 2018
June 7, 2018	June 29, 2018

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**

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**KHARENCAME** 

DATE (MM/DD/YYYY) 07/18/2017

## CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT Rebecca Rountree				
Vantreo Insurance Brokerage 100 Stony Point Rd, Suite 160	PHONE (A/C, No, Ext): (707) 546-2300 233 (A/C, No):				
Santa Rosa, CA 95401	E-MAIL ADDRESS: rrountree@vantreo.com				
	INSURER(S) AFFORDING COVERAGE	NAIC #			
	INSURER A : Philadelphia Indemnity Ins Co	18058			
INSURED	INSURER B : California Insurance Company	38865			
Bay Area Community Resources, Inc.	INSURER C :				
171 Carlos Drive San Rafael, CA 94903-2005	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		
<b>A</b>	X	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	s 1,	000,000
			X	ĺ	PHPK1684210	07/20/2017	07/01/2018	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	100,000
								MED EXP (Any one person)	\$	5,000
								PERSONAL & ADV INJURY	s 1,	000,000
	GEN	LAGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	4	000,000
								PRODUCTS - COMP/OP AGG	<u>s</u> 2,	000,000
Ļ		OTHER:							\$	
<b>A</b>								COMBINED SINGLE LIMIT (Ea accident)	s 1,	000,000
	X				PHPK1684210	07/20/2017	07/01/2018	BODILY INJURY (Per person)	\$	
		AUTOS ONLY AUTOS						BODILY INJURY (Per accident)	\$	
		AUTOS ONLY AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$	
			_	<u> </u>					\$	
<b>A</b>		UMBRELLA LIAB OCCUR			DUUDERRAF			EACH OCCURRENCE	ə	000,000
	X	EXCESS LIAB CLAIMS-MAD	-		PHUB593225	07/20/2017	07/01/2018	AGGREGATE	<u>s</u> 10,	000,000
┝ᡖ	DED X RETENTION\$ 10,000		<u>' </u>						\$	
P	B WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N				722483686462	07/04/0047	07/04/0040	X PER OTH- STATUTE ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		N/A		732183680103	07/01/2017	07/01/2018	E.L. EACH ACCIDENT	<u> </u>	000,000
(Mandatory in NH)		'					E.L. DISEASE - EA EMPLOYEE	æ	000,000	
	DES	s, describe under <u>CRIPTION OF OPERATIONS below</u> fessional Liab			PHPK1684210	07/00/00/7	07/04/0040	E.L. DISEASE - POLICY LIMIT	ф, ,	000,000
		Ise & Molestation				07/20/2017		Each Incident	-	000,000
<b>A</b>	ADU	ise & molestation			PHPK1684210	07/20/2017	07/01/2018	Sublimit	1,	000,000
<u> </u>										
DES	DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)									

Oakland Unified School District is named as an Additional Insured, per form PI-GLD-HS 10/11

CERTIFICATE HOLDER

Oakland Unified School District Attn: Risk Management 1000 Broadway, Ste. 440 Oakland, CA 94607

#### **CANCELLATION**

Kibercon

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

Kenst

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Exhibit I

Statement of Qualifications

# **INSERT HERE**

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#### Bay Area Community Resources After School Programs

Bay Area Community Resources (BACR) is a regional nonprofit agency founded in 1976 whose mission is to promote healthy development among youth and families, encourage service and volunteerism, and build communities. BACR has provided after-school academic support, enrichment, and physical activity programming in Bay Area communities for more than 35 years; this includes partnerships with 26 schools in the Oakland Unified School District (OUSD) after school programs since 2004. Our after school programs are designed and staffed to be safe, accessible, and effective for students (and families) who are struggling due to poverty, academic and social-emotional challenges, and other life circumstances—helping them overcome obstacles and become high achieving and joyful learners and by doing so, helping to reduce the achievement gap.

BACR is the lead community agency— managing the entire program, providing staff, and delivering services at 26 schools in Oakland, 2 in Berkeley, 16 in San Francisco, 5 in Alameda, 6 in San Rafael, 8 in Antioch, 17 in West Contra Costa County, and 11 in Mt. Diablo Unified in Contra Costa County.

#### OUR VALUES

- Provide children with a safe, nurturing and enjoyable environment after school.
- Integrate youth development practices into everything we do.
- Meet the needs of the schools, students, parents, and partner non-profits we serve.
- Empower youth by building confidence in their academic and social abilities
- Respect and embrace the sociocultural norms and history of the communities we serve in order improve the present, and sustain future generations.
- Give youth just, equal, and meaningful opportunities to learn, grow, and succeed.
- We like to have FUN! Take every opportunity to enjoy and celebrate our work.

#### PROGRAM MODEL

#### Academic Assistance

- Homework support: Students work in small groups with trained staff.
- Academic enrichment: Students get hands-on opportunities to master academic content, through robotics, chemistry lab, poetry slams, and creative writing workshops.
- Academic interventions: Students who need it get one-on-one review sessions with teachers or tutors and Supplemental Educational Services tutoring.
- \* Test preparation and credit recovery: High school students get help to graduate.

#### Enrichment

- Students explore their interests and build new skills. Visual and performing arts, community service, and student-led projects that promote pride, embody culturally-responsive activities, and integrate learning objectives in California Content Standards.
- Enrichment activities are tailored to each school site.

#### Recreation

Students can exercise, relax, and build social skills through organized sports, cooperative games, and free time.

#### Showcases

Young people get opportunities to showcase their work and share their achievements with peers and family.

#### **EVIDENCE OF OUTCOMES**

#### Recent Oakland elementary school surveys of youth showed positive outcomes: Students

Stuu		
	<ul> <li>I feel safe in this program.</li> </ul>	89%
	There is an adult at this program who cares about me.	91%
	When I'm in this program, I feel good about myself.	87%
·	In this program, I learn how to use my time to finish	91%
	all my school work.	
Recen Stude	t Oakland middle school surveys of youth showed positive outcomes: ents	
*	In this program, there is an adult who wants me to do my best.	87%
*	This program helps me to feel like a part of my school.	72%
Recen Stude	t Oakland high school surveys of youth showed positive outcomes: ents	
*	The adults in this program listen to what I have to say.	95%
*	This program helps me learn ways to study (like reading directions).	90%
*	Since coming to this program, I am better at setting goals for myself.	90%

#### **ADVANTAGES FOR PARTNER SCHOOLS**

- \* Experience and Commitment. Over 3 decades of leading after school programs.
- ◆ Infrastructure. A strong, well-funded organization and administrative structure.
- Solution Flexibility and Adaptability. A program tailored to each school's after school goals.
- \* High Quality Staff. We select and support highly committed and professional staff.
- Leveraged Resources. We have the capacity to bring AmeriCorps Members into the program. BACR continuously seeks new funding and new opportunities to add value.

#### CONTACT US

Any location: Marty Weinstein, Executive Director, (415) 755-2321; <u>mweinstein@bacr.org</u> East Bay: Marisa Ramirez, (510) 559-3025; <u>mramirez@bacr.org</u> San Francisco and Marin County: Don Blasky (415) 755-2311; <u>dblasky@bacr.org</u> Visit our website: <u>www.bacr.org</u>

## 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. <u>Employment Position</u>. 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.
- 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. <u>Control & Supervision OUSD Employment.</u> 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. <u>Control & Supervision AGENCY Employment.</u> 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. <u>Workers Compensation Liability Insurance.</u> 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. <u>Wages.</u> 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 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. <u>No Joint Employer Relationship</u>. 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. <u>Termination</u>. 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. <u>Litigation.</u> 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. <u>Integration/Entire Agreement of Parties</u>: 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. <u>Counterparts</u>. 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. <u>Signature Authority</u>. 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. <u>Employment Contingent on Governing Board Approval</u>: 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



Bay Area Community Resources

#### Administrative Office

171 Carlos Drive San Rafael California 94903-2005

Phone 415.444.5580 Fax 415.444.5598 Website www.bacr.org

Martin Weinstein CEO

Mary Jo Williams

#### **Board of Directors**

**Lissa Franklin** President

Nancy McEvers Anderson Bryan Breckenridge Robert Davisson Benedict Hur David Lilienstein Christina Lee Rob Ness Bud Travers Monica Vaughan Shannon Vincent April 1, 2017

To Whom It May Concern:

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

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

Sincerely,

Newson

Marisa Ramirez Program Director mramirez@bacr.org



## MEMORANDUM OF UNDERSTANDING ROUTING FORM 2017-2018

#### **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.

			Ager	icy Information			
Agency Name	Bay Area Community Resources			Agency's Contact Person	Martin Weinstein		
Street Address	171 Car	los Drive		Title Telephone	Chief Executive Officer 415-755-2321		
City	San Rat	fael					
State	CA	Zip Code	94903	Email	mweinstein@bacr.org		
OUSD Vendor Number 1001628							
Attachments	State	ment of qualificat	ions	compensation insurance	arties List. (www.sam.gov/portal/public/Sam/		

	Co	mpensation an	d Terms – M	lust be within OUS	SD Billing Gi	uidelines			
		100	work will end	August 18, 2018	Total Contract Amount		\$ 87,651.0	\$ 87,651.00	
		14	Budge	t Information		¥-11		-	
Resource #	Resource # Resource Name		Org Key #		Object Code	Amount		Req. #	
6010	ASES		1121553401		5825	\$ 87,651.00	R018	30372	
					5825	\$			
					5825	\$			
					5825	\$	_		
		ા	JSD Contract (	Originator Informa	tion				
Name of OUSD C	ontact	Romy Trigg-Smith	Email		<pre></pre>	Romy.Trigg-Smith @		@ousd.org	
Telephone 510-636-1400		510-636-1400		Fax	510-636-141	510-636-1411			
Site/Dept. Name 11:		112/Greenleaf		Enroliment Grades		к	through	5th	
				(in order of appro-		du di		1	
Services cannot be p services were not pre	provided before the pvided before a Po	e MOU is fully appro O was issued.	wed and a Purch	ase Order is issued.	Signing this do	cument affirms	that to your k	nowledge	
OUSD Admin	istrator verifies t	that this vendor de	oes not appear	on the Excluded Pa	arties List (htt	ps://www.sa	n.gov)		
Please sign under the appropriate column.			Approyed			Denied Reason		Date	
1. Site Administrator			Jony	1 Indi	/			6/13/17	
2. Resource Manager			ann 1	MA				6/20112	
3. Network Superintendent / Executive Director			M	$h \sim$					
4. Cabinet (SBO, CFO, CSO, Deputy Chief)			ala	50				1/31/17	
5. Board of Educat	tion or Superinte	ent		· · · · · · · · · · · · · · · · · · ·					
Procurement	Date Received				+			<u> </u>	

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SAM Search Results List of records matching your search for :						
Search Term : bay* area* community* resources* 						
ENTITY BAY AREA COM	MMUNITY RESOURCES, INC.	Status:Active				
DUNS: 102947132 +4:	CAGE Code: 3VGW8 DoDA	AC:				
Expiration Date: Jun 15, 2018	Has Active Exclusion?: No Debt Subject t	o Offset?: No				
Address: 171 CARLOS DRCity: SAN RAFAELState/Province: CALIFORNIAZIP Code: 94903-2005Country: UNITED STATES						