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OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent

Board Meeting Date August 23, 2017

Subject Memorandum of Understanding - Higher Ground Neighborhood Development Corporation (contractor) - 125/New Highland Academy (site)

Action Requested

Approval of a Memorandum of Understanding (MOU) between District and Higher Ground Neighborhood Development Corporation, for services to be provided primarily to New Highland Academy.

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

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

Discussion
One paragraph summary of the scope of work.

Approval by the Board of Education of a Memorandum of Understanding 2017-2018 between the District and Higher Ground Neighborhood Development Corporation, Oakland, CA, for the latter to serve as lead agency for program coordination, math intervention, homework support, student supervision and a variety of enrichment services for New Highland Academy's comprehensive After School Program for the period of July 1, 2017 through August 17, 2018, in the amount of $93,628.00.

Recommendation

Approval by the Board of Education of a Memorandum of Understanding (MOU) between the District and Higher Ground Neighborhood Development Corporation for the latter to provide Arts, Recreation, Leadership and Family Literary activities in its capacity as a Comprehensive After School Program Lead Agency at New Highland Academy for the period July 1, 2017 through August 17, 2018.

Fiscal Impact

Funding Resource: 6010/After School Education and Safety (ASES) Grant in an amount not to exceed $93,628.00.

Attachments

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

OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

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

Legislative File ID No. 17-1610

Department: After School Program, New Highland Academy

Vendor Name: Higher Ground Neighborhood Development Corporation, Oakland, CA

Contract Term: Start Date: 7/1/2017 End Date: 8/17/2018

Annual Cost: $ 93,628.00

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 bid exception relied upon:

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

After School Template for Elementary and Middle Schools
Memorandum of Understanding 2017-2018
Between Oakland Unified School District and
Higher Ground Neighborhood Development Corp.

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 Higher Ground Neighborhood Development Corp. ("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 125/New Highland Academy under the following grants:

   - After School Education and Safety Program ("ASESP")
   - California Department of Education ("CDE") 21st Century Community Learning Center (21st CCLC)
   - Oakland Fund for Children and Youth - This MOU will also outline services provided on OUSD school grounds through the Oakland Fund for Children and Youth ("OFCY") After-School Initiative funds that shall be utilized as matching funds to CDE ASESP and 21st 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.

4. **Compensation.** The ASESP and 21st CCLC grant award amount for Higher Ground Neighborhood Development Corp. is $93,628.00. AGENCY shall be entitled to compensation from these funds in accordance with the following terms and conditions:

4.1. **Total Compensation. Subject to the provisions of 4.2 Positive Attendance and the provisions of 4.3 Administrative Fee 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 21st Century grant awards for central indirect, administrative, custodial, evaluation, and direct service training and technical assistance.

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

4.5. **Program Budget.** The grant will remain as part of the site budget. Funds will be encumbered from the site budget on behalf of AGENCY for the school year 2017-2018 and will not exceed **$93,628.00** in accordance with Exhibit B. **Exhibit B** ("ASESP/21st 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 21st CCLC programs is to establish local programs that offer academic assistance and enrichment for students in need of such services regardless of their ability to pay. Though it is not against the rules to charge fees for participation in programs, the CA Department of Education discourages it because it could exclude students in need from attending and taking advantage of the after school program. Fees should not create a barrier to participation in the after school program. After school services must be equally accessible to all students targeted for services regardless of their ability to pay. Programs that propose to charge fees may not prohibit any family from participating based on their inability to pay and must offer a sliding scale of fees and scholarships for those who could not otherwise afford to participate. Any income collected from fees must be used to fund program activities specified in the grant application. AGENCY shall do full accounting of fees collected, and documentation shall be kept for 5 years for auditing purposes. If AGENCY decides to charge fees, this decision shall be made collaboratively with the Site Administrator, and AGENCY shall work collaboratively with the Site Administrator and parent leaders to develop an appropriate program fee structure for the school community. AGENCY shall provide the OUSD After School Programs Office with written documentation of the program fee structure prior to charging any program fees, and shall provide OUSD with additional documentation upon request, to ensure grant compliance.

5. **Scope of Work.** AGENCY will serve as lead agency at 125/New Highland Academy, 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 125/New Highland Academy 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 21st CCLC funding guideline requirements and follow OUSD after school policies and procedures. This includes compliance with OUSD staffing requirements and policies including No Child Left Behind and other legislative mandates.

5.3. **Enrollment.** AGENCY will enroll K____ through 5th____ grade students at 125/New Highland Academy, 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 21st 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 21st CCLC Supplemental grant funds or private funding for summer shall additionally operate a sufficient number of days and hours in the summer, on weekends, and during intercession in the manner prescribed by the grant legislation and/or funder, in order to meet attendance goals required by the CA Department of Education and/or the funder.

5.4.3. **Program Components.** AGENCY agrees to provide programming that supports the guidelines as outlined in the ASESP and 21st CCLC grants for students at 125/New Highland Academy. AGENCY acknowledges and agrees to provide programming consistent with grant guidelines including, but not limited to:

- **Educational and Literacy.** An educational and literacy element that must provide tutoring and/or homework assistance designed to help students meet state standards in one or more of the following core academic subjects: reading/language arts, mathematics, history and social studies, or science. A broad range of activities may be implemented based on local student needs and interests.
- **Enrichment.** The enrichment element must offer an array of additional services, programs and activities that reinforce and complement the school's academic program. Enrichment may include but is not limited to arts, youth development, leadership, recreation, sports, music, career awareness, college interest, service learning and other youth development activities based upon student needs and interests. All programs must offer both enrichment and recreation/physical fitness activities as core components of the after school program and summer program.
- **Family Literacy Services.** In all programs receiving 21st CCLC grant funds, AGENCY shall assess the need for family literacy services among adult family members of the students to be served by the program. All programs will, at a minimum, either refer families to existing services or coordinate with local service providers to deliver literacy and educational development services.
- **Equitable Access Programming.** AGENCY shall include a component for students at 125/New Highland Academy to support full access to program components.
- **Supplemental and Summer Services.** In all programs receiving 21st CCLC Supplemental grant funds or private funding for summer, AGENCY will provide educational and enrichment programming in the summer, on weekends, and/or during intercessions. A broad range of activities may be implemented based on local student needs and interests, and district guidelines for summer programming.
- **Middle School Sports League Activities.**

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

5.4.3.1. Snacks/Supper/Beverages: AGENCY shall meet Federal and State meal and snack requirements and all meals and snacks must be provided by OUSD Nutrition Services department. Nutrition Services shall:

5.4.3.1.1. Provide meals and beverages that meet State and Federal standards;

5.4.3.1.2. Provide the number of meals and beverages requested by AGENCY unless/until Nutrition Services determines that AGENCY's participation is lower than the snack/meal/beverage count provided by the AGENCY, in which case, the number will be adjusted;

5.4.3.1.3. Provide all supplies including utensils, napkins, forks, required;

5.4.3.1.4. Support compliance by AGENCY with required State and Federal administrative requirements;

5.4.3.1.5. Provide annual training to AGENCY.

5.4.3.2. Each AGENCY participating in the Nutrition Services snack/meal/beverage program shall:

5.4.3.2.1. Attend annual training. In the event that the person responsible for snack distribution changes, AGENCY will make arrangements with Nutrition Services for training of new employees or representative of the AGENCY;

5.4.3.2.2. Complete After School Snack and Supper Menu Production Worksheets (MPW) on a daily basis;

5.4.3.2.3. Ensure meal count is accurate;

5.4.3.2.4. Submit completed MPW to cafeteria staff by the next business day;

5.4.3.2.5. Return leftovers to cafeteria;

5.4.3.2.6. Ensure that only students are served and receive food from the program;

5.4.3.2.7. Ensure that meals are not removed from campus

5.4.3.2.8. Immediately report to OUSD Site Coordinator and Nutrition Services any concerns related to food safety or food contamination

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

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

5.4.3.3.2. Snacks are ordered and not picked up

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

5.4.3.4.1. Snack: $1.00

5.4.3.4.2. Supper: $3.50

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

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

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

5.5.1. **Accountability Reports.** 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 125/New Highland Academy
- 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, I hereby knowingly waive all of my and my daughter's/son's/ward's claims against any school district, charter school, and/or the State of California for injury, accident, illness or death occurring during or by reason of the out-of state field trip or excursion."

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

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

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

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

6.6. **Supervision**

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

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

6.6.3. Chaperones are all AGENCY employees or subcontractors, parent(s)/guardian(s), or other authorized chaperones and are 21 or older. After School and Summer Program Coordinators and lead trip staff are satisfied that all chaperones are willing and able to perform required duites, including understanding and implementing instructions, understanding health information for students in their group, and responding effectively in the event of an emergency. Trip attendees shall be limited to assigned school or 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, 21st Century Core Grant, 21st Century Direct Access, or 21st Century Family Literacy funds.

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

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

8.5. **Submission of Invoices for ASESP and 21st Century Grants.** For services rendered related to the ASESP and 21st CCLC grants, OUSD shall pay AGENCY, on a monthly basis, for appropriately documented expenses related to the ASESP and 21ST CCLC grants, with a cumulative total for 2017-2018 not to exceed $93,628.00 in accordance with the attached Exhibits to this Memorandum. Invoices for payment of services shall be submitted by the 10th of each month to the OUSD After School Programs Office, utilizing the required OUSD invoicing and staff qualifications form **(Exhibit F).** OUSD will strive to adhere to second Accounts Payable check run per the published schedule of monthly payments if invoices are submitted in accordance with the deadlines and requirements set forth in this section and the accompanying Exhibits.

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

10. **Changes**

10.1. **Agency Changes.** AGENCY may, at any time, by written order, make changes consistent with Section 5 Scope of Work of this MOU. If such changes cause an increase or decrease in the budgeted cost of or the time required for performance of the agreed upon work, an equitable adjustment as mutually agreed shall be made in the limit on compensation as set forth in Section 4 or in the time of required performance as set forth in Section 5.4, or both. In the event that AGENCY encounters any unanticipated conditions or contingencies that may affect the scope of work or services and result in an adjustment in the amount of compensation specified herein, AGENCY shall so advise OUSD immediately upon notice of such condition or contingency. The written notice shall explain the circumstances giving rise to the unforeseen condition or contingency and shall set forth the proposed adjustment in compensation. Such notice shall be given to OUSD prior to the time that AGENCY performs work or services related to the proposed adjustment in compensation. Any and all pertinent changes shall be expressed in a written amendment to this MOU and signed by OUSD prior to AGENCY's implementation of such changes.

10.2. **Changing Legislation.** AGENCY understands that changes in Federal, or state legislation or District policy may impact funding levels, grant requirements, and responsibilities of AGENCY during an academic school year. This MOU may be amended during the 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/21st 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 should subcontract all or any portion of the work or activities to be performed under this MOU, AGENCY shall require each subcontractor to indemnify, hold harmless and defend OUSD, its officers, officials, employees, volunteers or agents in accordance with the terms of the preceding paragraph.

13. **Insurance**. Throughout the life of the MOU, AGENCY shall pay for and maintain in full force and effect with an insurance company(s) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A/VII" in Best Insurance Rating Guide, the following policies of insurance:

13.1. **Commercial General Liability** insurance which shall include contractual, products and completed operations, corporal punishment and sexual misconduct and harassment coverage, and bodily injury

and property damage liability insurance with combined single limits of not less than $1,000,000 per occurrence.

13.2. **Worker's Compensation** insurance, as required by the California Labor Code, with not less than the statutory limits.

13.3. **Property and Fire** insurance shall provide to protect: Real Property, against risk of direct loss, commonly known as Special Form and Fire Legal Liability, to protect against liability for portions of premises leased or rented; Business Personal Property, to protect on a Broad Form, named peril bases, for all furniture, equipment and supplies of AGENCY. If any OUSD property is leased, rented or borrowed, it shall also be insured the same as real property.

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

14. **Litigation.** [This section is intentionally deleted by the parties].

15. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

16. **Counterparts**. This MOU and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

17. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:** The District certifies to the best of its knowledge and belief, that it and its principals: Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, verifies that this vendor does not appear on the Excluded Parties List. https://www.sam.gov/portal/public/SAM

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

OAKLAND UNIFIED SCHOOL DISTRICT

_____ 8/24/17
☑ President, Board of Education — Date
☐ State Administrator
☐ Superintendent

_____ 8/24/17
Secretary, Board of Education — Date

_____ 7/31/17
Deputy Chief, Community Schools and Student Services Dept. — Date

AGENCY

_____ 6.21.17
Agency Director Signature — Date

Amber Blackwell, Admin Dir.
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,

Yolanda Cato 6/20/17
Principal Date

6/28/17
Network Superintendent Date

7/31/17
Deputy Superintendent Date
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

Oakland Unified School District After School Programs Attendance Reporting 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 21st CCLC After School Program Plan
and After School Budget Planning Spreadsheet

(Template distributed separately)

INSERT HERE

2017-18 AFTER SCHOOL BUDGET PLANNING SPREADSHEET

ELEMENTARY & MIDDLE SCHOOLS 02.2017

			ASES			OFCY Match Funds	Program Fees (if applicable)	Other School Site Funds	Other Lead Agency Funds
Site Name:	New Highland Elementary School								
Site #:	126		Resource 6010, Program 1553						
Average # of students to be served daily (ADA)		%	OUSD	Lead Agency	%	Lead Agency	Lead Agency	OUSD	Lead Agency
	TOTAL GRANT AWARD		112,500.00			72,000.00		0.00	0.00
CENTRAL COSTS: INDIRECT, ADMIN, EVAL, PD, CUSTODIAL, SUPPLIES									
	OUSD Indirect (5%)		5,357.14						
	OUSD ASPO admin, evaluation, and training/technical assistance costs		7,009.35						
	Custodial Staffing and Supplies at 3.5%		3,504.67						
	TOTAL SITE ALLOCATION		96,628.84						
CERTIFICATED PERSONNEL									
1120	Quality Support Coach/Academic Liaison REQUIRED		2,500.00					0.00	
1120	Certificated Teacher Extended Contracts- math or ELA academic intervention (required for MS)		0.00					0.00	
1120	Certificated Teacher Extended Contracts-								
1120	Certificated Teacher Extended Contracts- math or ELA academic intervention (recommended for MS)							0.00	
	Total certificated		2,500.00					0.00	
CLASSIFIED PERSONNEL									
2205	Site Coordinator (list here, if district employee)		0.00					0.00	0.00
2220	SSO (optional)		0.00					0.00	
			0.00						
	Total classified		0.00					0.00	0.00
BENEFITS									
3000's	Employee Benefits for Certificated Teachers on Extended Contract (benefits at 20%)		500.00						
3000's	Employee Benefits for Classified Staff on Extra Time/Overtime (benefits at 22%)		0.00						
3000's	Employee Benefits for Salaried Employees (benefits at 42%)		0.00						
3000's	Lead Agency benefits (rate: 20%)			0.00		9,662.88			
	Total benefits		500.00	0.00		9,662.88		0.00	0.00
BOOKS AND SUPPLIES									

4310	Supplies (OUSD only, except for Summer Supplemental)		0.00	1,000.00				0.00	0.00
4310	Curriculum (OUSD only)		0.00					0.00	0.00
5829	Field Trips			500.00				0.00	0.00
4420	Equipment (OUSD only)		0.00					0.00	0.00
	Bus tickets for students								
	District professional development on district PD days (Bridging the Bay conference, Youth Work Methods trainings)			1,000.00					
	Total books and supplies		0.00	2,500.00		0.00	0.00	0.00	0.00
CONTRACTED SERVICES									
5825	Program Director (0.25FTE 48 wks)			5,400.00		5,400.00			
	Site Coordinator (1. FTE + 20% benifits)			32,136.00		7,495.04			
5825	1 Literacy academic instructors(1104hr/yr X $20/hr + 18%)			18,898.00		7,156.40			
5825	Math academic instructors(924hrsX$16.00 + 18%)			12,066.00		5,379.00			
	Reginald Archie(95hrs X 60/hr @ 8 wks)					5,700.00			
	Alex Hutchinson(32hrs X 65/hr @ 8wks)					2,080.00			
	Leo Kirkpatrick(32hrs X 65/hr @ 8wks)					1,920.00			
	Lyric Performing Arts(106hrs x 60/hr@12wks)					6,360.00			
	Talk of the Town(48hrs X 60/hr @ 8wks)					2,880.00			
	1 College graduate Interns(506hrsX$16.00 X 23 wks)					8,096.00			
	1 undergraduate Intern(186hrs X 16.00hr x 31wks)					2,976.00			
5825	1 RJ Coach (369hrs/wk X20.00X 33wks)			7,986.26					
5825	1 College/Career readiness internship workforce Development(WFD) team member (420hrsX $20.00/hr x38wks + 21%)			2,160.00		8,004.00			
5825	Staff time to participate in Continuous Quality Improvement trainings including bridging the bay, youth methods, and distirct learning communities			6,881		403.42			
5825	4 MS youth work force development interns($50.00 per mo X 10mos)			2,000.00		84.22			
	Total services			87,527.75		62,337.12	0.00	0.00	0.00
IN-KIND DIRECT SERVICES									
	Staff Incentives			2,500.00					
	Total value of in-kind direct services			6,500.00				0.00	0.00
LEAD AGENCY ADMINISTRATIVE COSTS									
	Lead Agency admin (4% max of total contracted $)			3,601.09					0.00
SUBTOTALS									
	Subtotals DIRECT SERVICE	84.19	4,682.24	90,027.75	####	72,000.00	0.00	0.00	0.00
	Subtotals Admin/Indirect	15.81	14,188.92	3,601.09	###	0.00	0.00		0.00

TOTALS

	Total budgeted per column		18,871.16	93,628.84		72,000.00	0.00	0.00	0.00
	Total BUDGETED	####	112,500.00		###	72,000.00	0.00	0.00	0.00
	BALANCE remaining to allocate		0.00						
	TOTAL GRANT AWARD/ALLOCATION TO SITE		112,500.00						

ASES MATCH REQUIREMENT: ASES requires a 3:1 match for every grant award dollar awarded	
Total Match amount required for this grant:	37,500.00
Facilities count toward 25% of this match requirement:	9,375.00
Remaining match amount required:	28,125.00
Match should be met by combined OFCY funds, other site funds, private dollars, and in-kind resources. This total equals:	72,000.00
Total Match amount left to meet:	-43,875.00

Required Signatures for Budget Approval:

Principal:	Yolanda Cabrera	Date: 6/21/17
Lead Agency:	Jennifer Beard	Date: 6/21/17

OUSD After School Programs
ASES and 21st Century Community Learning Center (21st CCLC) After School Program Plan
Elementary Schools
2017 - 2018

SECTION 1: School Site Information

School Site: New Highland Academy	Lead Agency: Higher Ground Neighborhood Development Corp
Principal Signature: Yolanda Cater	Lead Agency Signature: Amber Bo
After School Site Coordinator Name (if known at this time): Laius McCormick	Date: April 21st, 2017
Name of After School Program:	New Highland Hawks ASP

SECTION 2: PROGRAM OPERATIONS: Average Daily Attendance, Program Dates, Minimum Days

To be compliant with grant requirements, the after school program must commence immediately upon the conclusion of the regular day, operate a minimum of 3 hours/day, and be open until at least 6pm *on every school day* for elementary and middle schools. (EC 8483) Programs are required to operate all 180 days of the school year.

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

Projected Daily Attendance during School Year 2017-2018	83
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. The program must be open every other day of the school year.	Jan-8; June 6-7, 2018

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 **School should provide lead agency with a calendar of minimum days before the 1st day of school.*	50 (includes min. days on Wed's)
Describe funding plan to operate program on the minimum days indicated above, including additional school resources (if any).	Specialized staff scheduling; HG has created a minimum day schedule on all minimum days that occur and are scheduled; HG provides sub support and initiates a staff stagger schedule. All minimum days are updated and documented in Cityspan through changes in the schedule within each appropriate minimum day activities.
Please note that the ASES grant from CDE does not increase funding for minimum days. If the school adds additional minimum days beyond the projected number above, what school funds will be utilized to fund these additional hours of program?	Specialized staff scheduling; HG has created a minimum day schedule on all minimum days that occur and are scheduled; HG provides sub support and initiates a staff stagger schedule.

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.

Higher Ground will support the community school effort at by supporting the growth and development of the children and families by offering extended intellectual growth opportunities through increased academic programming, exposure through enrichment activities and field trips, additional opportunities for families to engage with and support the school community while also creating opportunities for the personal growth of the children and families and increased social, emotional learning opportunities.

Our agency's mission is to provide a safe and nurturing space where students are given both the tools and access necessary to be successful in the academic arena through engaging in balanced literacy and mathematics activities while exposing them and their families to varied cultural through music and art, health

and wellness experiences through physical fitness and opportunities that build resiliency and develop happy, well-rounded and successful people which aligns with school's desired student outcomes.

Higher Ground will coordinate the school leadership to implement its community school vision.

Also, the HG Site Manager/Coordinator role has been redefined to support the planning and coordination necessary for the success of any community school model. The Management team is also available to support specific projects as well as lend the Higher Ground GOS and systems management tools, policies and procedures necessary to manage a high functioning community school. Community school programming can be coordinated through the HG's after school program and due to the extensive knowledge the organization possesses around this sort of programming, we have created systems that promote a sustainable model that places the lead agency at the center of coordination and collaborative management. HG will work along site school administration, teachers, parents, district representatives, and students to determine the services and collaborative decision making structures that will make up the foundation of the community school planning collaborative. Our goal is to help in the creation and training of a planning team, implementation, team, and school wide infrastructure that supports the implementation of programming through existing school structures. Higher Ground can coordinate the SSC, ELAC, PTO, and after school community schools governance members into a cohesive decision making unit by the end of 2017/2018 school year. Our goal is to be the trail blazer that offers the district a sustainable family service center model that is the community school.

SECTION 4: SCHOOL PRIORITIES AND GOALS IN SPSA

In collaboration with school leadership, review the school's priorities and goals 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.

(Select at least 1 additional priority). Mark with an "X".	Priority Area	Specific Priority (as written in SPSA)	Multi-Year Goal (as written in SPSA)
X	English Language Arts	Standards-Driven Planning (ELA)	Increase by 10 percent of students WITH 2nd-5th grade reading at or above grade level as measured by SRI.
X	Mathematics	Standards-Driven Planning (Math)	Increase 10% the number of proficient/advanced students Math as measured by SBAC.
X	Culture and Climate (required)	Multi-Tiered Systems of	Sustain 0% suspension rate. Decrease office

X	Culture and Climate (required)	Multi-Tiered Systems of Support (MTSS)	Sustain 0% suspension rate. Decrease office referrals by 50%
X	Family and Student Engagement (required)	EL Reclassification	Increase ELL reclassification Rates
	Additional Priority Area (if any) identified in school's SPSA plan: (Specify: _____)		

PROGRAM ACTIVITIES ALIGNED TO SPSA GOALS

Fill out the following matrix for the school priority areas marked above. Describe the activities your program will offer to support the school priority areas selected above.

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	**K – 2nd grade:** For K-2- students will practice saying out loud Higher Frequency Words through flashcards such as writing the sight words 5 times each, timed activities, and engage in full games such as matching and drawing. Kinder will work on master if phonetics, consonants, and basic fundamentals through visual art, worksheets, and context clues. Youth will be able to recognize, name, and write all 26 letters of the alphabet, both uppercase and lowercase. They will know the correct sound or sounds that each letter makes and they will be able to read about 30 high-frequency words (sight words) through read aloud or independently through rotation of academic centers or instruction.	All AS participants ELL	**Measurable Outcomes** • Increase by 10 percent of students WITH 2nd-5th grade reading at or above grade level as measured by SRI.	1 hour a week/37 weeks (180 days)
	3rd-5th fluency and comprehension: Implement balanced literacy reading programs and intervention aligned to school literacy goal with focus on writing with evidence and small/large group instruction. The ASP will provide extended time in text through Reading Recovery Workshops that consist of read aloud and silent reading components. There will also be small and large discussion groups that read common text, rotation through academic centers, discuss the passages and write summaries or creative writing passages inspired by the text. The use of literature reviews is one of HG primary strategies for assuring students are grasping what they read and giving an opinion based on information they gathered	All AS participants ELL	**Measurable Outcomes** • Increase by 10 percent of students WITH 2nd-5th grade reading at or above grade level as measured by SRI. • All students (3-5) will have increased exposure to literacy skill-building activities to build on fluency and comprehension.	1 hour a week/37 weeks (180 days)

	same strategies will be used with ELL students, as well. Additional assessments in the beginning of the year. Reading comprehension: site text to give answers. Students are able to site from multiple text.			
Mathematics	K-2 will use technology based activities/programs weekly such as math games, math art (colored numbered sheets), common core 5 /standards plus programming. K-2 will use addition/subtraction flashcards with use of manipulative through daily/weekly sessions though individual, pair-share, and large group strategies. Able to recognize numbers. ELL Support- support ELL students by building math skills and practice problem solving, build strategies together and model for one another. Assist to build confidence in their language and math skills by demonstrating or model how the games are played and pair sharing ELLs with an English-speaking teammate or partner who can help ELLs through an initial practice round. Highlight any new vocabulary, math concepts, and/or language structures that students might need including ELL's in order to fully participate and be successful in that activity.	All AS participants	**Measurable Outcomes** • Increase 10% the number of proficient/advanced students Math as measured by SBAC. • All students will engage in meaningful mathematical problem solving experiences, build math knowledge and skills, and increase their desire to learn through fun activities. • K-2 will learn to recognize, write, order, and count objects up to the number 30. They will be able to add and subtract small numbers (add with a sum of 10 or less and subtract from 10 or less); this focus on addition and subtraction will continue through second grade.	1 hour a week/37 weeks (180 days)
	Grades 3-5 will do group work and/or academic centers in Mathematics. Develop targeted math strategies and skills that are competitive, cooperative, whole group, small group, or solitary. These games can provide structured play, in which students are highly motivated to engage in mathematical thinking, have mathematical conversations, remember	All AS participants	**Measurable Outcomes** • Increase 10% the number of proficient/advanced students Math as measured by SBAC.	1 hour a week/37 weeks (180 days) days/weeks

	numerical combinations, and develop problem-solving strategies. All 3rd-5thgraders learning addition, subtraction, multiplication tables& division using Minute Math, and Math facts timed assessments. Students will practice through chant, repetition and songs such as HG's Finger Roll & flashcards use. Focus on "Problem of the Day" that encourages students to work together in a group to solve problems. Word math problems. How students justify responses for various equations. **SBAC website.** ELL Support- support ELL students by building math skills and practice problem solving, build strategies together and model for one another. Assist to build confidence in their language and math skills by demonstrating or model how the games are played and pair sharing ELLs with an English-speaking teammate or partner who can help ELLs through an initial practice round. Highlight any new vocabulary, math concepts, and/or language structures that students might need including ELL's in order to fully participate and be successful in that activity.		• All students will engage in meaningful mathematical problem solving experiences, build math knowledge and skills, and increase their desire to learn through fun activities. • 95% of 3rd-5thgraders who regularly attend 90% of the time will master times tables 1 through 12 multiplication tables, division, and solve problems as a group using problem of the day methodology. Data capturing • Use of SBAC assessment • Use of benchmark assessments	
School Culture and Climate (required)	PBIS (Positive Behavioral Interventions and Support)	All AS participants	**Measurable Outcomes** • Sustain 0% suspension rate. Decrease office referrals by 50% • Reduce chronic attendance by 6%	
	Restorative Justice	All AS participants	**Measurable Outcomes** • Sustain 0% suspension rate. Decrease office referrals by 50%	

			• Reduce chronic attendance by 6%	
	Social and Emotional Learning	All AS participants	**Measurable Outcomes** • Sustain 0% suspension rate. Decrease office referrals by 50% • Reduce chronic attendance by 6%	
Family & Student Engagement (required)	**Parent Governance**- The HG Parent Governance process works to empower and educate parents regarding their rights and responsibilities to be an active participant in their child's school community, whether in their classroom, or site-based governance and advisory bodies. The parents/guardians will learn how to better engage around getting the needs of their individual student met, while also learning how to be more active participants in the school-supported groups and governing bodies to address the needs of ALL the students.	All AS families, students, and youth.	**Goal:** Alignment and Expansion of support for parents and families. **Measurable Outcomes** • Increase ELL reclassification Rates • At least 3 AS parents will attend at least one school wide committee meeting throughout the school year.	Bi-weekly every month for 10 mos.
	Monthly Family Engagement Activities- Create meaningful monthly family events where parents can participate in activities with their children i.e., Family Math Night, Family Reading Night, Game Night, Reading with your child, etc.	All AS families, students, and youth.	**Goal:** Alignment and Expansion of support for parents and families. **Measurable Outcomes** • 25 % of ASP families will participate in at least 1 Family night event	Monthly including Saturday(s)
	HG Showcases & Banquets-create meaningful events were entire families can be recognized for their efforts and success in both the ASP and the greater school community. This includes participation in school day recognition of student achievement [i.e attendance; academic; student citizenship]	All AS families, students, and youth.	**Goal:** 7-10 unduplicated families will participate in at least 2 showcases; **Measurable Outcomes** • Family engagement will increase by 25% during school day/afterschool	All showcases and events will be conducted at the end of ever OFCY; including exhibitions/

				jamborees in Dec and June. AS partner with school-day efforts to ensure all families can participate
Additional Priority (specify: _____)				

SECTION 5: OUSD STRATEGIC TARGETS

The following are targets in OUSD's Pathway to Excellence Strategic Plan for 2015 - 2020. Our entire Oakland school system, together with community partners, will work collaboratively to achieve these targets for all students.

Grade Level Reading: *By 2020, the percentage of 3rd grade students who are reading on grade level will increase to 85 percent.*

Complete the matrix to indicate how your after school program will work collaboratively with your school partner to make progress toward achieving this target for the 2017-18 school year.

District Strategic Target	Describe the ASP activities that will support this district strategic target.	Target Population	Measurable Outcomes	Frequency/ Schedule (hrs/wk)
By 2020, 85% of 3rd graders will be reading on grade level	**K – 2nd grade:** For K-2- students will practice recognizing high frequency words through flashcards such as writing the sight words 5 times each, timed activities, and engage in full games such as matching and drawing. Kinder will work on master if phonetics, consonants, and basic fundamentals through visual art, worksheets, and context clues. Youth will be able to recognize, name, and write all 26 letters of the alphabet, both uppercase and lowercase. They will know the correct sound or sounds that each letter makes and they will be able to read about 30 high-	All AS participants ELL	**Measurable Outcomes** • Increase by 10 percent of students WITH 2nd-5th grade reading at or above grade level as measured by SRI.	1 hour a week/37 weeks (180 days)

	frequency words (sight words) through read aloud or independently through rotation of academic centers or instruction.			
	3rd-5th fluency and comprehension: Implement balanced literacy reading programs and intervention aligned to school literacy goal with focus on writing with evidence and small/large group instruction. The ASP will provide extended time in text through Reading Recovery Workshops that consist of read aloud and silent reading components document w/reading logs. There will also be small and large discussion groups that read common text, rotation through academic centers, discuss the passages and write summaries or creative writing passages inspired by the text. The use of literature reviews is one of HG primary strategies for assuring students are grasping what they read and giving an opinion based on information they gathered through journal writing, presentations, and reflection. These same strategies will be used with ELL students, as well. Additional assessments in the beginning of the year. Reading comprehension: site text to give answers. Students are able to site from multiple text.	All AS participants ELL	**Measurable Outcomes** • All students (3-5) will have increased exposure to literacy skill-building activities to build on fluency and comprehension.	1 hour a week/37 weeks (180 days)

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 program/ activity	Target Population	Academic Support (choose one)	SPSA goal(s) or school need supported by activity	Measurable Outcomes	Frequency (hrs/week; # of weeks)
Homework Support- Consistent instructional expectations across the site.	All AS participants	☐ Academic Skill Building ☐ ASP Literacy curriculum ☐ ASP Math curriculum ☐ ELL Language develop. ☒ Homework Support ☐ Targeted Intervention or Instruction by Cred. Teacher ☐ Tutoring	Increase by 10 percent of students' 2nd-5th grade reading at or above grade level as measured by SRI. Increase 10% the number of proficient/advanced students Math as measured by SBAC.	Students will ensure accuracy and completion of homework daily.	1 hour a week/ 37 weeks (180 days)
Tutoring/ Academic Support- Academic Support through Project Based Learning. The projects will be Common Core based activities that focus on reasoning, communication, making connections,	All AS participants	☒ Academic Skill Building ☐ ASP Literacy curriculum ☐ ASP Math curriculum ☐ ELL Language develop. ☐ Homework Support ☐ Targeted Intervention or Instruction by Cred. Teacher ☐ Tutoring	Increase by 10 percent of students 2nd-5th grade reading at or above grade level as measured by SRI. Increase 10% the number of proficient/advanced students Math as measured by SBAC.	Consistent use of instructional strategies and expectations across the site.	1 hour a week/ 37 weeks (180 days)

ELL (English Language Learners-	All AS participants	❒ Academic Skill Building ❒ ASP Literacy curriculum ❒ ASP Math curriculum ☒ ELL Language develop. ❒ Homework Support ❒ Targeted Intervention or Instruction by Cred. Teacher ❒ Tutoring	• Oral language development – Songs, chants, orato rical fest.	Increase by 10 percent of students 2nd-5th grade reading at or above grade level as measured by SRI. Increase 10% the number of proficient/advanced students Math as measured by SBAC.	Consistent instructional strategies and expectations across the site.

SECTION 7: ENRICHMENT & PHYSICAL ACTIVITY / RECREATION

Please list any additional enrichment activities your program will offer, that are not already listed in Sections 4, 5, and 6 above.

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

Description of Program/ Activity	Rationale	SPSA goal(s) or school need supported by activity	Target Population & Frequency (hrs/week; # of weeks)	Targeted Skills	Measurable Outcome
Visual and Performing Arts - Students participate in various art classes that can include: dance classes (African, Ballet Folkloric, Jazz, Hip-Hop); competitive cheer and dance groups, drama, creative writing and storytelling, choir, etc.	☒ Student Identified ☒ School Identified ☒ Parent Identified ❒ Other (specify)	Creating stronger social-emotional programming that aligns with school culture and vision while building on islands of competencies of youth that promotes exposure through the arts.	BB;AB.B;ADV;ELL; K-5 1 hr/4x/36 weeks	❒ Academic skill develops. ☒ Arts learning ❒ College/Career Readiness ❒ Health and Wellness ☒ Social/Emotional Learning ❒ STEM/Technology ☒ Youth Leadership	Students will be exposed to the arts
Health and Wellness- gardening, physical fitness, organized competitive sports, environmental science.	☒ Student Identified ☒ School Identified ☒ Parent Identified ❒ Other (specify)	Creating stronger social-emotional/health and wellness programming that	BB;AB.B;ADV;ELL; K-5 1 hr/54x/376 weeks (180 days)	☒ Academic skill develops. ❒ Arts learning ❒ College/Career Readiness ❒ Health and Wellness ☒ Social/Emotional	Students will be exposed to different lifestyle choices and experiences

		aligns with school culture and vision including meeting all OUSD mandates and CA Standards.		Learning ☐ STEM/Technology ☒ Youth Leadership	
Technology – using technology for expression, navigating the web, research projects.	☒ Student Identified ☒ School Identified ☒ Parent Identified ☐ Other (specify)	Creating stronger social-emotional programming that aligns with school culture and vision while building on islands of competencies of youth that promotes exposure through technology.	BB;AB.B;ADV;ELL; K-5 1 hr/5x4x/376 weeks (180 days)	☒ Academic skill develops. ☐ Arts learning ☐ College/Career Readiness ☐ Health and Wellness ☐ Social/Emotional Learning ☐ STEM/Technology ☐ Youth Leadership	Students will learn how to use technology as an academic aid.
Community Service and Service Learning-Learning projects will be identified, researched and implemented by students to address needs in the school or greater community.	☒ Student Identified ☒ School Identified ☒ Parent Identified ☐ Other (specify)	Creating stronger social-emotional programming that aligns with school culture and vision while building on islands of competencies of youth that promotes exposure through in-service, leadership, and civic duty.	BB;AB.B;ADV;ELL; K-5 1 hr/5x/37 weeks (180 days)	☐ Academic skill develops. ☐ Arts learning ☒ College/Career Readiness ☐ Health and Wellness ☒ Social/Emotional Learning ☐ STEM/Technology ☒ Youth Leadership	Students will learn how to identify issues, research solutions and implement plans to address them.
College and Career Readiness – WFD, program jobs, career research projects, college and university research projects.	☒ Student Identified ☒ School Identified ☒ Parent Identified ☐ Other (specify)	Creating stronger social-emotional programming that aligns with school culture and vision while building on	BB;AB.B;ADV;ELL; K-5 1 hr/5x/37 weeks (180 days)	☐ Academic skill develops. ☐ Arts learning ☒ College/Career Readiness ☐ Health and Wellness	Students will research different job and career paths and learn what educational paths align. This includes college visits

		islands of competencies of youth that promotes exposure through college and career readiness.		❒ Social/Emotional Learning ❒ STEM/Technology ❒ Youth Leadership	and expos.
Funstatic Friday- promotion and recognition of student achievement through use of incentives, fun teambuilding and open choice activities such as non-traditional/traditional general recreation, art, dance, certificates, and getting to know you workshops.	☒ Student Identified ☒ School Identified ☒ Parent Identified ❒ Other (specify)	Creating stronger social-emotional programming that aligns with school culture and vision that promotes teambuilding, culture, and climate building to acknowledge student achievement.	BB;AB.B;ADV;ELL; K-5 1 hr/54x/376 weeks (180 days)	❒ Academic skill develops. ☒ Arts learning ❒ College/Career Readiness ☒ Health and Wellness ☒ Social/Emotional Learning ☒ STEM/Technology ☒ Youth Leadership	Students will learn to work toward personal/group goals through individual, pair, and large group teambuilding activities including identifying with program, having ownership, and engaging in a predominately positive climate/culture for buy in.

SECTION 8: FAMILY ENGAGEMENT / FAMILY LITERACY – Begin here

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 21st 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 21st Century grantees who receive Family Literacy funding: ***The activities listed below must align to your 21st Century Family Literacy budget plan.***

Type of Activity and Frequency	SPSA goal(s) or school need supported by activity	Describe how this activity is connected to student achievement	Measurable Outcome	Alignment with school day family engagement / family literacy efforts or resources
Parent Governance	Alignment and Expansion of support	The HG Parent Governance process works to empower and	At least 3 AS parents will attend at least one school	The parents/guardians will learn how to better engage

	for parents and families.	educate parents regarding their rights and responsibilities to be an active participant in their child's school community, whether in their classroom, or site-based governance and advisory bodies.	wide committee meeting throughout the school year.	around getting the needs of their individual student met, while also learning how to be more active participants in the school-supported groups and governing bodies to address the needs of ALL the students..
Monthly Family Engagement Activities	Alignment and Expansion of support for parents and families.	Create meaningful monthly family events where parents can participate in activities with their children i.e., Family Math Night, Family Reading Night, Game Night, Reading with your child, etc.	25 % of ASP families will participate in at least 1 Family night event	All events will align with and support school day school-day planned activities and/or interventions. At least 4 activities will be co-planned with school day team members staff and can include such activities as: . Attendance at Back-to-School Night, Lights on After School;, Family Dinner; Family Service Days;, Monthly Family Engagement Activities that include Family Literacy, Science and/or and Math Nights, Dinners with Data, After School Monthly Parent Committee Meetings,; Student Showcases, Family Dinners; workshops and/or classes offered at the site will increase level of parent engagement for all school-wide activities and promote volunteerism.
HG Showcases & Banquets	Alignment and Expansion of support for parents and families.	Create meaningful events were entire families can be parents and volunteers of the ASP can participate and be recognized	1-3 of ASP families will participate in at least 2 showcases	All showcases and events will be conducted twice a year in Dec and June and will partner with school-day efforts to

		quarterly for their efforts and success in both the ASP and the greater school community.		ensure all families can participate..

SECTION 9: PROGRAM SCHEDULE

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.	• Identify students through regular CitySpan reports. • Cross reference daytime and after school attendance reports to determine severity of attendance issue. • Meet regularly with Administration and Attendance Team around decreasing absentee rates. • Documented communication with identified students and families via letter, phone logs and/or personal contact. • Investigate the reasons for chronic absence and when appropriate, work with the school to provide referrals to services that may help remove some of the barriers to regular attendance. • COST team review
b) Inform parents about the importance of attendance and encourage parents to help each other get their students to class.	• Attendance recognition with monthly honorable mention of student achieving 95% or better attendance during the daytime and after school. • Explaining the importance of regular attendance at every new and returning student orientation. • Highlighting the new enrollment forms that lay out attendance policy and early release agreements. • Monthly parent attendance appreciation shout out's on AS bulletin board, parent

	engagement board, and annual newsletters.
c) Track students with poor program attendance and reach out to find out why and how attendance could be improved.	• PA checks in with the office to verify daily attendance. Students that miss more than 3 program days receive a phone call home and a letter reviewing the mandatory attendance policy. If the student does not return a parent conference is requested and the support process is triggered. • Monitor Cityspan attendance daily; running queries reports weekly/monthly/quarterly for attendance compliance • Monitor and trouble shoot Cityspan weekly using query reports; HG Cityspan reporting weekly (Wed/Fri) • Weekly review and corrective action steps to be completed by PA, SM, and OD(Operations Director)
d) Celebrate good attendance and/or offer meaningful incentives to attract and reward students for attending our program.	• Monthly incentives such as attendance recognition awards along with the school day, parent and student shout out's on the bulletin boards, newsletters, and HG website.

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
- Participate in relevant school committees (ie. Culture and Climate Committee, COST, ILT, etc.)
- 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)	• Maintain consistent systems in the cafeteria • Maintain school wide rules and regulations • 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 • Participate in relevant school committees (ie. Culture and Climate Committee, COST, ILT, etc.) • Align with school day routines and structures • Observe school day classrooms to align expectations and practices
X	Restorative Justice/Restorative Practices (RJ)	• Maintain consistent systems in the cafeteria • Maintain school wide rules and regulations • 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 • Participate in relevant school committees (ie. Culture and Climate Committee, COST, ILT, etc.) • Align with school day routines and structures • Observe school day classrooms to align expectations and practices
	Social and Emotional Learning (SEL)	

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 HG Strong Behavior Project is designed to address the behaviors that precede suspensions. The Strong Behavior Project works to identify, manage, and reduce behaviors that stand in the way of optimal functioning within the classroom and after school program. The model is used for all students, but designed for students of color who experience high levels of challenge. In addition, it is HG's policy not to exclude any student before specific behavior management systems and processes are implemented and include supporting documentation. (This section has to speak to how we tailor the Strong behavior to fit in afterschool – snapshots, HG Behavioral Health consults, etc)

SECTION 12: Coordination with Other Service Providers In the Full Service Community School model, the school becomes a hub of services where various types of service providers come together, work together, and coordinate their efforts to meet the holistic needs of students and families.	
The after school Site Coordinator or Director will actively participate in which of the following school group(s), in order to increase alignment between after school and school day efforts?	☒ COST team (Coordination of Services Team) ☒ SST (Student Study Team) ☒ SSC (School Site Council) ☒ Attendance Team/Workgroup ☒ SPSA Site Planning team ☒ School Safety Committee
List key community partners whom you will actively collaborate with to accomplish the goals of your program.	City of Oakland Parks & Recreation, YMCA, Boy & Girls Scouts, First Tee, East Oakland Boxing Association, Hutchinson Arts, Naturally Nourished, East Bay Regional Parks, Alameda County, Public Health Department, East Oakland Sports Center, Partnership for Children and Youth, Lawrence Hall of Science, San Jose Tech Museum, Sobrante Park Time Banking, Parker Elementary/Middle School, New Highland Academy .Brookfield Elementary School, Madison Park Elementary School, Pacific Gas & Electric, Galactic Transportation, AC Transit, BART, Allen Temple Baptist Church, Time-banking, Alameda County Public Health, and Black Cowboys Association; OUSD Family Resource Center, Community resource coordinator, the after school program assists in the recruitment of families to utilize the family resource center. Families also are informed of all school related events, activities, and community school meetings such ELL, SCC, ELAC, etc.
List all subcontractors who will be paid to deliver after school services.	Sobrante Park Time Banking; Revitalizing Our Youth (competitive performing arts karate), Divinity Voices (chorus), Urban Supplemental Service Providers (enrichment staffing of artist, dance teachers, substitutes, and service learning project leads), Samba Funk Global Inc, Hutchinson Arts, Naturally Nourished, TK Soccer, First Tee, Boy & Girls Scouts; First Tee Golf;

	Destiny Arts: Provides enrichment through dance, hip-hop, and performance arts.
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.	Ann Martin, FRC , Literacy Lab, Lincoln Child Center, School Nurses, Community Schools Manager, Experience core.

Section 13: 2017-18 After School Enrollment Policy for New Highland Academy School

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

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

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

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 – 5th, with K students having priority with siblings in the program

Target Population(s)	Specific Data to Inform Selection of Program Participants	Targeted Recruitment Strategies
Homeless youth	SBAC, Benchmark, CELDT, Grades, GPA, Principal, Teacher or Counselor referral/recommendation, Parent/Caregiver, academic liaison, and classroom teacher feedback, COST, Cityspan, Enrolment Criteria Form, ARES	Pre-Enrollment/enrollment priority to homeless youth/families based on criteria needs and referrals from key stakeholders from school day and/or afterschool.
Foster youth	SBAC, Benchmark, CELDT, Grades, GPA, Principal, Teacher or Counselor referral/recommendation, Parent/Caregiver, academic liaison, and classroom teacher feedback, COST, Cityspan, Enrolment Criteria Form, ARES	Pre-Enrollment/enrollment priority to foster youth youth/families based on criteria needs and referrals from key stakeholders from school day and/or afterschool.
English language learners and/or Newcomers	SBAC, Benchmark, CELDT, Grades, GPA, Principal, Teacher or Counselor referral/recommendation, Parent/Caregiver, academic liaison, and classroom teacher feedback, COST, Cityspan, Enrolment Criteria Form, ARES	Pre-Enrollment/enrollment priority to ELL youth/families based on criteria needs and referrals from key stakeholders from school day and/or afterschool.

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?

Open communication between principal and site manager. Principal must inform Site Manager of high needs students.

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
April 24 –April 28, 2017	Advertising begins with posters and banners announcing the pre-enrollment process beginning with applications being given to current students first and students on the waitlist. Applications are accepted and orientations start at the end of this first week with an emphasis on the priority enrollment process and getting the families to understand the program is not "first come, first served."	Extended Day Site Manager and Team
May 1- May 12, 2017	Advertising begins with posters and banners announcing the regular enrollment process for students not currently in the program or on the current wait list. The application collection and orientation for these applicants emphasizes the priority enrollment process and that the program is no longer "first come, first served."	Extended Day Site Manager and Team
May 15- May 26, 2017	Applications for New Students will only be accepted starting May 15-26, 2017.Once all applications are received, the team and site administration review the applicants and align with the site's priorities for enrollment.	Extended Day Site Manager, Team, School Administration
May 29-June 9, 2017	Final acceptance letter go out with the Wait List standings are shared with the school community week of June 5-9, 2017	Extended Day Site Manager and Team
August 21-25, 2017	Open enrollment begins for remaining slots and Acceptance Letters and Orientations will happen all	Extended Day Site Manager and Team

	week until program is fully enrolled.	

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 1st Day of school, with enrollment at a minimum 75% capacity.
- August – September: New school year enrollment of families for remaining program slots.
- Remaining program slots will be filled by September 30, 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:

Academic Liaison, COST, alignment with daytime engagement and showcase events, teacher/ principal referrals, applications/flyers at main office.

Principal Signature: Yolanda Castro _____ **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
YC	AB	1) Site Administrator and Lead Agency Director/Site Coordinator have reviewed the CA Dept of Education's ASES and/or 21st Century Grant Assurances, and understand mandated grant compliance elements.
YC	AB	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.)
YC	AB	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.
YC	AB	4) Site Administrator will share the School Site Safety Plan with the Site Coordinator and discuss appropriate policies and procedures to ensure safety during the after school hours.
YC	AB	5) Site Administrator and Site Coordinator understand the program must meet CDE attendance targets in order to retain grant funding. Site and program will work collaboratively to ensure strong student recruitment and retention.
YC	AB	6) School will share student outcome data to better refine program (Attendance data, test scores, Report Cards, IEP's, etc). Site Coordinator will share relevant student and program data with school.
YC	AB	7) Site Administrator and lead agency partner have reviewed the Quality Support Coach key responsibilities, and understand this role is critical for strengthening staff practices and program quality. Site Administrator will identify a certificated, qualified individual to serve as the After School Quality Support Coach.
YC	AB	8) Site will invite Site Coordinator and appropriate staff to participate in faculty meetings and professional development opportunities, in order to ensure consistency in standards of teaching and learning, and positive school culture & climate.
YC	AB	9) Site will invite Site Coordinator to participate on school committees (ie. SSC, COST, SST, Culture Climate team, SPSA planning team, etc) to ensure coordination of services.
YC	AB	10) Site Administrator is aware that CDE does not increase after school grant funding for minimum days, and that programs are required to operate until 6pm on minimum days. If additional minimum days are added to the school schedule next year, site will allocate resources to help offset the cost of additional hours of programming.

Principal Signature: Yolanda Cabrera **Lead Agency Signature:** Amber Bell

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

Principal Signature: Yolanda Costa **Lead Agency Signature:** Amber Bea

Section 16: After School Safety and Emergency Planning for 2017-18

After School Safety and Emergency Planning

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

Indicate all actions that will occur to ensure after school 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: AS will send monthly emergency reports, drill schedules, and provide a summary of all AS Safety and Emergency planning in monthly principal reports every first Monday of the month.

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.

- After school program will receive training at the beginning and mid-year in relevant components of the safety plan. We will hold Lockdown & Fire drills during the afterschool program hours monthly. A monthly report out will be included in all monthly coordinator and principal reports. A monthly drill report will be generated and issued to all directors and site administrators for review of compliance and supports needed.

C) Principal and Site Coordinator have reviewed the *OUSD After School Emergency/Crisis 1st Level Response Notification Protocol* and understand expectations regarding communication and incident reporting when an issue involving after school safety 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: Yolanda Cater **Lead Agency Signature:** [illegible]

Section 17: Professional Development and Staff Wellness

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?

- TBA: HG will close down 1 to 3 days to conduct training as well as train on some of the OUSD days if we are not joining the school day for a PD.

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

- School will provide opportunities at school retreats, school day staff meetings, if applicable, OUSD PD days, and/or any additional specialized projects based on budget availability.

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).

☒ Yes ☐ No

Staff Wellness

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

After School Program staff will be encouraged to participate in wellness opportunities offered by the district and outside providers. ASP staff will be invited to

general staff community building events. All HG Staff will participate in a Wellness Training during our August Team Retreats, weekly PDs, Saturday training series, OUSD PD's, and outside training entities, if available. They will learn techniques to monitor and manage their wellness. The Team Leader will check in with the team at least monthly to ensure they are using the tools taught them.

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:

All HG Staff will participate in a SEL Training during our August Team Retreats, weekly PDs, PLC's ;Saturday series, OUSD PD's, and outside training entities, if available. They will learn techniques to practice SEL skills with each other and youth. The Team Leader will check in with the team at least monthly to ensure they are using the tools taught them.

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 participates 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: Yolanda Carter **Lead Agency Signature:**

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

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

- additional academic interventions/supports to struggling students (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 21st Century program support equitable access in your program? Which population(s) of students in your program will receive extra support through the Equitable Access supplemental grant? Please describe your planned use of Equitable Access funds. *Your plans must align with your Equitable Access budget.*

21st Century Supplemental Programming during 2017-18 School Year
Describe your planned programming on weekends, intercession breaks, and other non-school days during the 2017-18 school year. Your supplemental program plans must match your proposed supplemental program budget.
(Please do NOT include summer program plans here; there will be a separate summer planning template.)

Number of supplemental program days you plan to offer during the 2017-18 school year:	
Dates of Service:	
Hours of Operation: (note that supplemental programs must operate at	

least 3 hours/session)	
Description of Supplemental program activities: (describe goals of programming, target audience, planned activities, etc.)	

Principal Signature: _____ **Lead Agency Signature:** _____

Section 19: Addendum for Middle School After School Programs Only
Middle School Sports

School Site: _____ **Lead Agency:** _____

Middle School Athletics Sports are an exciting way to keep students engaged in school, and to support health & wellness and community building. OUSD encourages after school programs to participate in the OUSD middle school sports league, which consists of after school sports practices and games on the weekend. Lead agency staff, teachers on extended contract, and/or classified staff on extra time/overtime can serve as coaches for middle school athletics.	
Please identify the middle school sports activities that your after school program will be offering students this year in partnership with the OUSD Middle School Sports League.	_____ Co-ed Flag Football _____ Girls Cross Country _____ Boys Cross Country _____ Girls Basketball _____ Boys Basketball _____ Girls Soccer _____ Boys Soccer _____ Girls Track and Field _____ Boys Track and Field _____ Girls Volleyball _____ Boys Volleyball _____ Other: (Please describe _____)

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

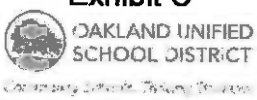
_____ I understand I will submit a Schedule of Field Trips and Off-Campus Activities form each semester, listing my program's after school athletic games and practices.

_____ 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: Yolanda Cater _____ **Lead Agency Signature:** Amber R _____

Exhibit C



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 Signature: _____ Date: _____

_____ _____ _____
Student's Name Grade Date of Birth

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

_____ _____
Home Address City Zip

_____ _____ _____
Home Phone Work Phone Cell Phone

EMERGENCY CONTACT INFORMATION

In case of emergency please contact:

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

Does your child have health coverage? _____Yes _____No

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

_____ _____
Name of Child's Doctor Telephone

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

_____ _____ _____
Parent/Guardian Name Signature Date

RELEASE OF LIABILITY

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

☑ Parent/Guardian Signature: _____ Date _____

STUDENT RELEASE/ PICK UP POLICY

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

☑ _____ _____

Parent/Guardian/Caretaker Signature Date

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

_____ _____

Name/Relationship Phone Numbers: Home/Work/Cell

_____ _____

Name/Relationship Phone Numbers: Home/Work/Cell

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

PERMISSION TO EVALUATE PROGRAMS AND TRACK STUDENT PROGRESS

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

☑ _____ Parent/Guardian Signature

PHOTO/VIDEO RELEASE

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

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

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

☑_____Parent/Guardian Signature

Program Policies

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

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

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

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

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

☑_____Parent/Guardian Signature

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

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

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

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

School Site: _____

Name of Program: _____

Name of Student: _____

Grade: _____

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

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

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

☑ _____ _____

Signature of Parent/Guardian Date

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

FOR STUDENTS AGES ___ AND OLDER ONLY

School Site: _____

Name of Student: _____

Grade: _____

Date of Birth of Student: _____

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

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

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

☑ _____ _____

Signature of Parent/Guardian Date

OUSD After School Programs
2017-2018
Student Health Form

School Site: _____

STUDENT INFORMATION

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 #**_____

EMERGENCY

In case of emergency, please contact:

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

Phone Number: _____

HEALTH

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

☐ Severe Allergy to:_____	☐ Student has Epi-pen at school
☐ Asthma	☐ Student has inhaler at school
☐ Diabetes	☐ Student has medication at school
☐ Seizures	☐ Student has medication at school
☐ Sickle Cell Anemia	☐ Student has medication at school
☐ Cystic Fibrosis	☐ Student has medication at school
☐ Other conditions: _____	☐ Student has medication at school

Medications needed during the school day: _____

Medications needed after school hours: _____

Medical Management Plan and Separate Emergency Medication during After School Program:
All students with asthma, diabetes, and severe allergies should have emergency medication available to after school program staff in the event of an asthma attack, low blood sugar, or allergic reaction along with a medical management plan (Diabetes, Severe Allergy, or Asthma Action Plan) signed by you and your doctor. The after school program will need to have medication for your child that is separate from the medication you provide the regular school day program.

See your School Nurse/Health Services for more information.

Authorization to treat minor:

I give permission for the after school staff to administer medication that my child may require during the after school program.

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

Date: _____ Parent or Guardian Signature: _____

Print Name: _____

Does your child have vision problems? _____

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

Is your child supposed to wear glasses? _____

Please return this form immediately to the after school program.

Thank you!

Exhibit D

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

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

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

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

- ☐ Fall Semester- August 21, 2017 to January 19, 2018
- ☐ Spring Semester- January 22, 2018 to June 7, 2018
- ☐ Summer Program (Specify dates: _____ to _____

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

Site Coordinator Signature _____ Date_____

Lead Agency Director Signature _____ Date_____

Site Administrator Signature _____ _____Date_____

EAST BAY REGIONAL PARK DISTRICT

WAIVER AND RELEASE OF LIABILITY AND INDEMNITY AGREEMENT

Waiver and Release of Liability. In consideration of being allowed to use and participate in activities at East Bay Regional Park District's facilities, including but not limited to its pools, lakes, shorelines and swimming lagoons ("Recreational Activity"), I, for myself and my spouse, my child, heirs, personal representatives, next of kin, and assigns, voluntarily agree to release, waive, discharge, and promise not to sue the East Bay Regional Park District, its officers, directors, agents, volunteers, and employees (collectively the "District") from any and all liability for any accident, illness, injury, death, wrongful death, or property damage/loss arising out of my participation in the Recreational Activity and/or use of District facilities and equipment (along with the use of transportation provided, arranged, or paid for by the District, including such transportation for medical treatment), whether occurring on or off District property, and whether caused by any negligence of the District or otherwise, excepting only to the extent caused by District's gross negligence.

Assumption of Risk. I understand that participation in the Recreational Activity and the use of District facilities, equipment, and transportation carry inherent risks that cannot be eliminated regardless of the care taken to avoid injury. These risks may result in injuries that include, but are not limited to, disease, cuts, eye injuries, blindness, broken bones, concussions, heart attacks, heat stroke, dehydration, joint or back injuries, slipping on uneven surfaces, brain injuries, drowning, paralysis, and death, as well as damage/loss of personal property. I also understand that these risks might arise for a variety of reasons, including but not limited to, actions, inaction or negligence of other parties, participants, or the District. I further understand that there may be other risks that are not known to me or reasonably foreseeable at this time. **By signing below, I acknowledge that participation in the Recreational Activity and the use of District facilities, equipment, and transportation is voluntary and that I knowingly assume any and all risks, known and unknown.**

Indemnity Agreement. In consideration for the District's permission to participate in the Recreational Activity, I voluntarily agree to indemnify and hold harmless the District from all claims, demands, and causes of action brought by me or anyone else as a result of my participation in the Recreational Activity and/or use of District facilities and equipment (along with the use of transportation provided, arranged, or paid for by the District, including such transportation for medical treatment), whether caused by any negligence of the District or otherwise, and agree to reimburse the District for any resulting costs, expenses, and attorneys' fees.

Severability. I understand and acknowledge that this Agreement is intended to be as broad and inclusive as permitted by law. If any portion of this Agreement is deemed invalid, it is agreed that the remaining portion of the Agreement shall continue in full legal force and effect.

Minor Participants. If Participant is under 18, Participant's custodial parent or legal guardian must sign below, warranting that he or she is the Participant's custodial parent or legal guardian, and is agreeing to the terms and conditions of this Agreement, on both his or her and the Participant's behalf. **Parent or legal guardian acknowledges by their signature that they are giving up the same rights for the minor as they would be giving up if they signed this Agreement on their own behalf.**

I have read this Agreement and understand that I am giving up substantial rights by signing it, but do so voluntarily and intend to completely release the District from the liability described above to the greatest extent allowed by law. I also understand that this Agreement is legally binding on me and my child (if applicable), spouse, heirs, personal representatives, assigns, and next of kin.

Participant's Name_____
(Print)

Name of Custodial Parent or Guardian (if Participant is under 18):_____
(Print)

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

EBRPD Waiver – Swim Use
Rev 3/09

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

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

RELEASE OF LIABILITY AND ASSUMPTION OF RISK

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

1. I am familiar with the Middle School Sports League Activities and facility rules and agree that I and my child will follow them. I understand that the recreational activities or use of the facilities or equipment carries inherent risks which cannot be eliminated regardless of the presence of coaches or other care taken to avoid injury. I understand that OUSD and _____ are not responsible for loss, damage, illness, or injury, or death, to person or property as a result of use of the facilities or equipment or participation in the Middle School Sports League activities offered after school and on designated weekend days as scheduled.

2. As parent/guardian, I certify that my child is physically fit and medically able to participate in the Middle School Sports League activities and that parent/guardians have not been advised otherwise by a qualified medical person. I authorize OUSD, _____, or Middle School Sports League staff to furnish and/or obtain emergency medical treatment which may be necessary for me or my child during Middle School Sports League activities. Participant and/or parent/guardian agree to pay all costs associated with medical care and transportation for the participant as provided by law.

3. As parent/guardian, I have reviewed the schedule(s) for Middle School Sports League activities and understand that weather permitting the Middle School Sports League activities generally run after school and on designated weekend days of each month as scheduled. Parent/Guardians understand that they are responsible for transporting their child/children and picking up their children promptly at the end of the program and that there is no OUSD or _____ supervision for children after the Middle School Sports League program ends.

4. I agree as an adult participant, or the Parent/Guardian of a minor participant, to grant the right and permission to photograph and/or record me or my child/ward in connection with Middle School Sports League and to use the photograph and/or recording for all purposes.

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

SIGNATURE _____ **Today's Date** _____
(Participant or Parent/Legal Guardian if under age of 18)

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

_____
School

(COMPLETE INFORMATION ON BOTH SIDES)

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

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

_____
School

_____ _____ _____
Home Address City Zip

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

In case of emergency please contact:

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

<u>If the Participant Is A Minor (under age 18):</u>

_____
Print name of Parent or Legal Guardian of Minor

_____ _____ _____
Home Address City Zip

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

SIGNATURE _____ **Today's Date _____**
(Participant or Parent/Legal Guardian if under age of 18)

Student Participant Health Conditions

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

Medications needed during the school day:

_____

Medications needed after school hours:

_____

Special Instructions:

_____

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

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

Exhibit F

OAKLAND UNIFIED SCHOOL DISTRICT

Community Schools, Thriving Students

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 Name		Agency's Contact Person	
Billing Period		Contact Phone #	

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

Exhibit G (1)

OAKLAND UNIFIED SCHOOL DISTRICT

Community Schools, Thriving Students

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

The tentative schedule for OUSD payments is anticipated as follows:

Invoices due to our office by 5:00 pm on:	Accounts Payable checks to be mailed on:
August 10, 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.

Exhibit G (2)

OAKLAND UNIFIED SCHOOL DISTRICT

Community Schools, Thriving Students

PROCEDURES for PAID INSERVICE/EXTENDED CONTRACTS and TIME SHEETS OUSD CERTIFICATED TEACHERS 2017-2018

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

Paying OUSD **Certificated Employees** (Teachers)

- Academic Liaisons should submit a Paid Inservice form and Extended Contract teachers should submit a "Request for Extended Contract" IN ADVANCE to approve all projected work to be completed, using appropriate Budget Org Key (Object Code usually -1120 or -1122)
- **The FIRST submission of the Paid Inservice/Extended Contract paperwork must be accompanied by a timesheet in order to be processed by OUSD Payroll. No payment will be rendered until timesheets are submitted to our office.**
- Have Employee sign Extended Contract & ALL Time Sheets
- Have Principal approve and sign Paid Inservice/Extended Contract & ALL Time Sheets
- Please be sure to submit ORIGINALS of all documents
- Please use only ONE SIDED Time Sheets
- Deliver to OUSD After School Programs Office — All 21st Century and/or ASES Paid Inserivce/Extended Contracts and Time Sheets must be submitted to the OUSD After School Programs Office in order to be processed and paid. We are located at 1000 Broadway, Suite 150.
- ***Union Contract rate for teachers is $26.61/hr.***
- ***Union Contract rate for Academic Liaisons is $34.67/hr.***
- Once the Paid In-service form or Request for Extended Contract has been submitted and approved, only timesheets are required to be submitted for subsequent payments.

Paid In-service/Extended Contract Timesheets Due to After School Programs Office on the following anticipated dates:	**OUSD Anticipated Payroll Issue Dates ***Please note: Allow 45 days processing time for the first submission. Future submissions take approximately 5 weeks .*** **
September 15, 2017	October 20, 2017
October 16, 2017	November 22, 2017
November 15, 2017	December 22, 2017
December 15, 2017	January 22, 2018
January 12, 2018	February 22, 2018
February 15, 2018	March 22, 2018
March 15, 2018	April 20, 2018
April 16, 2018	May 22, 2018
May 15, 2018	June 22, 2018
June 7, 2018	June 29, 2018

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

Exhibit G (3)

OAKLAND UNIFIED SCHOOL DISTRICT

Community Schools, Thriving Students

PROCEDURES for EXTENDED TIME and/or OVERTIME FORMS (ET/OT) for OUSD CLASSIFIED EMPLOYEES 2017-2018

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

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

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

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

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/24/2017

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

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

PRODUCER
Brown & Brown Insurance Services of CA, Inc
3697 Mt. Diablo Blvd #100
Lafayette CA 94549-3745

CONTACT NAME: Vivian Zuranich
PHONE (A/C, No, Ext): (510) 452-0458 FAX (A/C, No): (925) 297-2081
E-MAIL ADDRESS: vzuranich@bbnca.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Nova Casualty Company	42552
INSURER B: United Financial Casualty Co	
INSURER C: United States Liability Ins Co	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Higher Ground Neighborhood Development Corp.
6441 Herzog Street
Oakland CA 94608-1221

COVERAGES CERTIFICATE NUMBER: 17/18 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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY / PRO-JECT / LOC OTHER:	X		CF1-ML-10000567-00	3/14/2017	3/14/2018	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
B	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS / X SCHEDULED AUTOS X HIRED AUTOS / X NON-OWNED AUTOS			05311526-8	2/18/2017	8/18/2017	COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$ 1,000,000
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$ 0
A	X UMBRELLA LIAB / X OCCUR EXCESS LIAB / CLAIMS-MADE DED / X RETENTION $ 10,000			CF1-UM-10000109-00	3/14/2017	3/14/2018	EACH OCCURRENCE	$ 2,000,000
							AGGREGATE	$ 2,000,000
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
C	Directors and Officers			ND01061019H	3/14/2017	3/14/2018	Per Claim	$1,000,000
							Aggregate	$1,000,000

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

The Oakland Unified School District, its Board Members, directors, officers, agents, and employees and volunteers are included as Additional Insured if required by written contract and per form AGL09340716 attached to the General Liability Policy with respect to the operations of the Named Insured.

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

D Christner/VIVIAN

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CERTHOLDER COPY

NA

STATE COMPENSATION INSURANCE FUND

P.O. BOX 8192, PLEASANTON, CA 94588

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 06-20-2017

GROUP:
POLICY NUMBER: 9138960-2016
CERTIFICATE ID: 12
CERTIFICATE EXPIRES: 08-01-2017
08-01-2016/08-01-2017
THIS CERTIFICATE SUPERSEDES AND CORRECTS
CERTIFICATE # 9 DATED 08-23-2016

OAKLAND UNIFIED SCHOOL DISTRICT NA
RISK MGMT
1000 BROADWAY STE 440
OAKLAND CA 94607-4033

This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period that will expire or did expire as indicated above.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions, of such policy.

Authorized Representative

President and CEO

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: $1,000,000 PER OCCURRENCE.

ENDORSEMENT #0015 ENTITLED ADDITIONAL INSURED EMPLOYER EFFECTIVE 2016-08-23 IS ATTACHED TO AND FORMS A PART OF THIS POLICY. NAME OF ADDITIONAL INSURED: OAKLAND UNIFIED SCHOOL DISTRICT

ENDORSEMENT #2065 ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE 08-01-2016 IS ATTACHED TO AND FORMS A PART OF THIS POLICY.

EMPLOYER

HIGHER GROUND NEIGHBORHOOD DEVELOPMENT NA
DEVELOPMENT CORP (A NON-PROFIT AND PUBLIC
BENEFIT CORP) DBA: HIGHER GROUND NEIGHBORHOOD
DBA: DEVELOPMENT CORP
6441 HERZOG ST
OAKLAND CA 94608

[KW8,CN]

(REV.7-2014)

PRINTED : 06-20-2017

Exhibit I

Statement of Qualifications

INSERT HERE

HIGHER GROUND NEIGHBORHOOD DEVELOPMENT CORP.
Oakland, California 94608
(510)658-6454 www.higherground_ndc.com
Website: www.highergroundndc.com

STATEMENT OF QUALIFICATIONS

School Year	*Site*	Summary of Programs and Services
2015-2017	*Melrose Leadership*	• Developmental Recess • Behavioral Health
	Bel Air Elementary School	• Developmental Recess • PBIS School Climate Coaching work
2014-2017	*East Oakland Pride Elementary*	• Developmental Recess • School Day Behavioral Health Program
2008 - 2017	*Brookfield Elementary School*	• School Day Behavioral Health Program • Developmental Recess • PBIS School Climate Coaching work
	New Highland Elementary School	• Comprehensive After School Program Coordination Implementation • Community Schools Coordination • Developmental Recess • PBIS School Climate Coaching work • Grade Level Collaborative Support – Physical Education Classes
	Rise Elementary School	• Comprehensive After School Program Coordination Implementation • Community Schools Coordination • Developmental Recess • PBIS School Climate Coaching work • Grade Level Collaborative Support – Physical Education Classes
	Sobrante Park Elementary School	• Comprehensive After School Program Coordination Implementation • PBIS School Climate Coaching work
2004-2014	*Allendale Elementary School*	• School Day Behavioral Health Program • Developmental Recess • Service Learning • Comprehensive After School Program Coordination Implementation • Community Schools Coordination • PBIS School Climate Coaching work
Fall 2010 only	*Marshall Elementary School*	• Fiscal Agent
2007 - 2008	*Allendale Elementary School*	• School Day Behavioral Health Program • Developmental Recess • Service Learning • Comprehensive After School Program Coordination Implementation
	Brookfield Elementary School	• School Day Behavioral Health Program • Recess Support • Grade Level Collaborative Support • Comprehensive After School Program Coordination Implementation
	New Highland Elementary School	• ELL Support Program • Comprehensive After School Program Coordination Implementation
	Sobrante Park Elementary School	• Grade Level Collaborative Support • Comprehensive After School Program Coordination Implementation
2006 – 2007	*Allendale Elementary School*	• School Day Behavioral Health Program • Service Learning • Comprehensive After School Program Coordination Implementation
	Brookfield Elementary School	• Comprehensive After School Program Coordination Implementation
	New Highland Elementary School	• Comprehensive After School Program Coordination

		Implementation
	Sobrante Park Elementary School	• School Day Behavioral Health Program • Grade Level Collaborative Support • Comprehensive After School Program Coordination Implementation
	E. Morris Cox Elementary School	• School Day Behavioral Health Program
	Allendale Elementary School	• School Day Behavioral Health Program • Comprehensive After School Program Coordination Implementation
	Jefferson Elementary School	• After School SES Coordination
	Sobrante Park Elementary School	• Comprehensive After School Program Coordination Implementation
2006 - 2007	*E. Morris Cox Elementary School*	• School Day Behavioral Health Program
	Sobrante Park Elementary School	• Comprehensive After School Program Coordination Implementation
2003 - 2005	*E. Morris Cox Elementary School*	• School Day Behavioral Health Program
	Fruitvale Elementary School	• After School Behavioral Health Group
2003	*Oakland Unified School District Charter Schools Office*	OUSD granted HGNDC a license to operate a K-5 public family service center elementary Charter school called Lotus Agriculture & Technology Academy
2002	*Higher Ground Neighborhood Development Corp. Established*	• Receipt of 501 (c) (3) from State of California
2000	*Secured California Charter School Planning Grant*	• Amber Blackwell wrote the proposal that granted 30K for the Planning of a Charter School for Oakland's African American Low income children and families in West Oakland.

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

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

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

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

OAKLAND UNIFIED SCHOOL DISTRICT

_____

□ President, Board of Education
□ Superintendent or Designee

_____

Secretary, Board of Education

AGENCY

_____

EMPLOYEE

_____

HIGHER GROUND NEIGHBORHOOD DEVELOPMENT CORPORATION
6441 Herzog Street
Oakland, California 94608
(510) 658-6454
www.highergroundndc.com

FBI/TB Clearance Letter

June 16, 2017

To Whom It May Concern:

Higher Ground Neighborhood Development Corp performs a thorough screening of all employees and consultants that work with children or are on a school or community based site. We keep current proof of negative TB results on file with our Human Resources Department for said employees and consultants. We conduct FBI/DOJ level fingerprint/criminal background clearances with Live Scan for each employee and consultant that has unsupervised contact with children or families. And if the employee/consultant is a long standing member of the Higher Ground team, the agency requests and monitors subsequent arrest records at least once per fiscal year. If the employee or consultant is considered one of our ratio team members in regards to ASES funding, they must also meet the OUSD Instructional Assistant requirement. And proof of this requirement in the form of their transcripts and/or their "Pass Letter" from OUSD or Alameda County Office of Education are also kept on file.

If you have any questions, please contact the Higher Ground office at 510-658-6454.

Thank you,

Amber Blackwell, M.A.
Administrative Programmatic Operations Director

OAKLAND UNIFIED SCHOOL DISTRICT

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.

Agency Information

Agency Name	Higher Ground Neighborhood Develop.			Agency's Contact Person	Amber Blackwell
Street Address	6441 Herzog Street			Title	Administrative Director
City	Oakland			Telephone	510-655-6454
State	CA	Zip Code	94608	Email	higherground_ndc@yahoo.com
OUSD Vendor Number	1001673				
Attachments	☒ Proof of general liability and workers' compensation insurance ☒ Statement of qualifications ☒ Printout showing this vendor does not appear on the Excluded Parties List. (www.sam.gov/portal/public/Sam/)				

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

Anticipated Start Date	July 1, 2017	Date work will end	August 17, 2018	Total Contract Amount	$ 93,628.00

Budget Information

Resource #	Resource Name	Org Key #	Object Code	Amount	Req. #
6010	ASES	1251553401	5825	$ 93,628.00	R0180426
			5825	$	
			5825	$	
			5825	$	

OUSD Contract Originator Information

Name of OUSD Contact	Yolanda Cater	Email	Yolanda.Cater		@ousd.org
Telephone	510-729-7723	Fax	510-729-7725		
Site/Dept. Name	125/New Highland Academy	Enrollment Grades	K	through	5th

Approval and Routing (in order of approval steps)

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

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

Please sign under the appropriate column.	Approved	Denied – Reason	Date
1. Site Administrator	Yolanda Cater		6/20/17
2. Resource Manager	[illegible]		6/23/17
3. Network Superintendent / Executive Director	[illegible]		6/28/17
4. Cabinet (SBO, CFO, CSO, Deputy Chief)	[illegible]		7/31/17
5. Board of Education or Superintendent			
Procurement — Date Received			

THIS FORM IS NOT A CONTRACT

SAM Search Results
List of records matching your search for :

Search Term : higher* ground* neighborhood* development* corporation*
Record Status: Active

No Search Results