gislative File Info.
17-1680
9/13/17
17-1295 .
9-13-1701



Memo

needed.

of the scope of work.

Board of Education To

From Kyla Johnson-Trammell, Superintendent

Board Meeting Date September 13, 2017

Memorandum of Understanding - Safe Passages (Contractor) - 131/Laurel Subject

Elementary School (site)

Approval of a Memorandum of Understanding (MOU) between District and Safe **Action Requested**

Passages, for services to be provided primarily to Laurel Elementary School.

Background

The After School Education and Safety (ASES) Program is the result of the 2002 A one paragraph voter approved initiative, Proposition 49. This proposition amended California explanation of why the Education Code 8482 to expand and rename the former Before and After School consultant's services are Learning and Safe Neighborhood Partnerships Program. The ASES Program funds the establishment of local after school education and enrichment programs. These programs are created through partnerships between schools and local community resources to provide literacy, academic enrichment and safe, constructive alternatives for students in kindergarten through ninth

grade. The ASES program is defined within the language of SB 638 and

Education Code (EC) sections 8482 through 8484.6.

Discussion Approval by the Board of Education of a Memorandum of Understanding 2017-One paragraph summary

2018 between the District and Safe Passages, 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, as described

in the MOU, for Laurel Elementary School's comprehensive After School Program for the period of July 1, 2017 through August 17, 2018, in an amount

not to exceed \$93,628.00.

Recommendation Approval by the Board of Education of a Memorandum of Understanding (MOU)

> between the District and Safe Passages for the latter to provide Arts, Recreation, Leadership and Family Literary activities in its capacity as a Comprehensive After School Program Lead Agency at Laurel Elementary School

for the period July 1, 2017 through August 17, 2018.

Funding Resource: 6010/After School Education and Safety (ASES) Grant in an Fiscal Impact

amount not to exceed \$93,628.00.

Attachments Memorandum of Understanding

Certificate of Insurance

· Program Plan and Budget

Statement of Qualifications

www.ousd.k12.ca.us



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

Legislative File ID No. 17-1680
Department: After School Program, Laurel Elementary School
Vendor Name: Safe Passages, 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.

Legal 1/12/16

2)	Plea	se check the competitive bid exception relied upon:
	Щ	Educational Materials
		Special Services contracts for financial, economic, accounting, legal or administrative services
	ᆜ	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)
	\Box	Construction related Professional Services such as Architects, DSA Inspectors, Environmental Consultants and Construction Managers (require a "fair, competitive selection process)
	\sqcup	Energy conservation and alternative energy supply (e.g., solar, energy conservation, co-generation and alternate energy supply sources)
	ᆜ	Emergency contracts [requires Board resolution declaring an emergency]
	Ш	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)
	<u></u>	California Multiple Award Schedule Contracts (CMAS) [contracts are often used for the purchase of information technology and software]
	Щ	Piggyback" Contracts with other governmental entities
	\sqsubseteq	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

Legal 1/12/16 2

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

- Intent. This Memorandum of Understanding ("MOU") establishes the Oakland Unified School District's ("OUSD") intent, contingent upon OUSD's receipt of California Department of Education and/or U.S. Department of Education after school grant funds, to contract with <u>Safe Passages</u> ("AGENCY") to serve as the lead agency to provide after-school and/or summer educational programs and to serve a sufficient number of students and run services for a sufficient number of days to earn the core grant allocation of funding at <u>131/Laurel Elementary School</u> 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
- 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 <u>Safe Passages</u> 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.
- Scope of Work. AGENCY will serve as lead agency at <u>131/Laurel Elementary School</u>, will be responsible
 for operations and management of the ASESP, 21st CCLC, OFCY, and private grants contracted to
 AGENCY by OUSD for fiscal year 2017-2018. This shall include the following required activities:
 - 5.1. Student Outcomes. AGENCY shall achieve the student outcomes as described in the grant application narrative and articulated in documents from the program evaluation team. AGENCY agrees to develop school specific outcomes, as defined in partnership with the principal. AGENCY recognizes that the principal is the chief decision maker for after school and summer programs, and ensures that school site objectives are met.
 - 5.1.1. Alignment with Single Plan for Student Achievement ("Site Plan"). AGENCY will ensure the after school program aligns with OUSD and 131/Laurel Elementary School and objectives to ensure the success of students as articulated in the Site Plan. AGENCY will work in partnership with the school principal to ensure that the program components are aligned with and complement OUSD standards and school site curriculum.
 - 5.1.2. 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 <u>K</u> through <u>5th grade students at <u>131/Laurel Elementary</u> <u>School</u>, to serve sufficient number of students and run services for a sufficient number of days to earn the full core grant allocation of funding.</u>

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 <a href="https://doi.org/10.1016/journal.org/10.1
 - 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 131/Laurel Elementary School 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

- 5.4.3.5. AGENCY will be liable for audit findings and/or assessments (See Section 12 below) that are attributable to AGENCY's failure to comply with the rules and regulations of the Nutrition Services program, including liability if reimbursement is denied Nutrition Services because of AGENCY's failure to comply with program requirements.
- 5.4.4. **Staff Ratio.** The staff to youth ratio shall not exceed 1:20, with no more than 20 youth for each qualified, adult staff supervisor.
- 5.5. **Data Collection.** AGENCY will work with OUSD to collect and analyze data on student enrollment, student attendance, student academic performance, student satisfaction, and parent satisfaction. This includes, but is not limited to:
 - 5.5.1. **Accountability Reports.** AGENCY will provide OUSD with the following set of program accountability reports:
 - Financial reports
 - Activity reports
 - Outcomes reports: behavioral and academic
 - 5.5.2. Attendance Reports. AGENCY will provide OUSD with attendance reports using the OUSD/OFCY attendance systems and maintaining required attendance records utilizing the OUSD/OFCY attendance systems, including completion of mandatory monthly reports. Original written documentation of all daily attendance records, including all daily sign in/out sheets, will be maintained by Agency for 5 years for auditing purposes.
 - 5.5.3. **Use of Enrollment Packet.** AGENCY will use OUSD After School Program Parent Permission and Student Information enrollment packet, including early release waiver, for all after school participants. **(Exhibit C)** AGENCY will seek approval from the OUSD After School Programs Office for any modifications to the OUSD enrollment packet, in advance of distribution.
 - 5.5.4. Maintain Clean, Safe and Secure Environment. AGENCY shall maintaining clean, safe, and secure program environments for staff and students in conjunction with OUSD guidelines. AGENCY, as they view necessary, will initiate and establish additional cleanliness, safety, supervision, training and security policies and protocols sufficient to ensure staff, student and family member safety.
- 5.6. Alignment of After School Safety Plan with School Site Comprehensive Safety Plan. AGENCY will use the OUSD After School Program Emergency Plan template and work collaboratively with school site administrator to complete and/or update and submit an annual after school safety plan by mid October which aligns with and is part of the school site's comprehensive safety plan. AGENCY will seek approval from the OUSD After School Programs Office for any modifications to the OUSD template, in advance of distribution.
- 5.7. Incident and Injury Reporting, Crisis Response and Training; Accident Insurance
 - 5.7.1. AGENCY will train staff and agents in required Incident and Injury Reporting and Crisis Response Protocols. All accidents or injuries to after school program participants, visitors or staff must be reported via email to ousdincidents@ccmsi.com by AGENCY staff within one business day of occurrence. OUSD will secure at its own expense limited OUSD student accident insurance coverage to assist in payment of eligible student medical expenses incurred by parent/guardians due to OUSD student accidents during the after school program. This coverage will be secondary to any primary medical insurance for which student participants are eligible. After School Program staff will immediately refer parent/guardians seeking payment of medical expenses under student accident coverage to OUSD's designated accident insurance representative.

- 5.8. Meeting Participation. AGENCY will participate in technical assistance, training, orientation, monthly meetings and other support and resource development activities provided by OUSD and collaborative partners in conducting program planning, implementation, and evaluation. These include required regular meetings with the school principal or other identified designee to ensure collaboration with the school vision. AGENCY staff will participate in meetings facilitated by the OUSD After School Programs Office to address program quality, program improvement and general troubleshooting.
- 5.9. **Relationships.** AGENCY will maintain six essential collaborative relationships to ensure partnerships towards effective program implementation:
 - Administration, faculty, and staff of <u>131/Laurel Elementary School</u>
 - OUSD After School Programs Office
 - OUSD central administration departments
 - Parents/Guardians
 - Youth
 - Community organizations and public agencies
- 5.10. **Licenses.** AGENCY shall obtain and keep in force all licenses, permits, and certificates necessary for the performance of this Agreement.
- 5.11. Loss of Standing as Qualified Organization: AGENCY shall insure MOU requirements are met. Failure to do so may result in loss of standing as a qualified organization and/or termination of partnership.
- 6. Field Trip Policy. FIELD TRIPS, OFF SITE EVENTS AND OFF SITE ACTIVITIES:
 - AGENCY shall provide each Site Administrator and the OUSD After School Programs Office
 with a schedule of all after school program field trips and/or off site events and/or off site
 activities by the first day of each semester, and a schedule of all summer field trips and/or off
 site events and activities by the first day of the summer program, if AGENCY is providing
 summer services (Exhibit D)
 - AGENCY hereby certifies that after school and summer program staff and/or subcontractors will comply with the following procedures for all field trips, off site events and off site activities:
 - 6.1. Licenses Permission Slips/Acknowledgement. Field trip/excursion permission slip must be signed by parent(s)/guardian(s) of all student participants and an acknowledgement must be signed by all adult chaperones both of which shall include the following information:
 - 6.1.1. a full description of the trip and scheduled activities
 - 6.1.2. student/adult participant health information
 - 6.1.3. "Notice of Waiver of All Claims: Education Code § 35330 provides that all persons making a field trip or excursion shall be deemed to have waived all claims against any school district, charter school, or the State of California for injury, accident, illness or death occurring during or by reason of the field trip or excursion, regardless of who holds the claims. If the field trip or excursion to which this permission slip applies is out-of-state, 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).
- Transportation Requirements: The after school and summer program or subcontractors shall 6.7. 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].

Community Schools and Student Services Dept.

- 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.

iderstanding.	
OAKLAND UNIFIED SCHOOL DISTRICT President Soard of Education Date State Administrator Superintendent	Agency Director Signature Agency Director Signature Date Print Name, Title
Secretary, Date Board of Education	 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
Deputy Chief Date	 Exhibit E. Waiver for use of East Bay Regional

Park District Bodies of Water (Swimming Pools,

Principal Date

Deputy Superintendent Academic Social Emotional Learning

Date

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

MOU template approved by Legal May, 2017

File ID Number: 17-1680
Introduction Date: 9-13-17
Enactment Number: 17-1295,
Enactment Date: 9-13-1711
By:

Exhibit A

Attendance Reporting Schedule

After Sci	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				
May 1-31, 2018	June 8, 2018				

Exhibit B

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

(Template distributed separately)

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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: Lead Agency: LAUREL ELEMENTARY SAFE PASSAGES Principal Signature **Lead Agency Signature:** After School Site Coordinator Name (if known at this time): Date: 4/24/17 TBD Name of After School Program: THE LAUREL AFTER SCHOOL PROGRAM 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 8/21/2017 First Day of Program Operations for the 2017-18 school year Last Day of Program Operations for the 2017-18 school year 6/7/2018 List the three days (if any) your program plans to close this year for PD. The program must be 11/17; 1/26; 3/29 open every other day of the school year. **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 the lead agency partner must discuss the anticipated number of minimum days for the program 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.	Approximately 53 based on the current year: 37 Wednesdays, 9 days for parent teacher conferences, 2 for end of the marking period/semester, 5 for testing
Describe funding plan to operate program on the minimum days indicated above, including additional school resources (if any).	The regular day program will make office & program supplies available to the After School Program to help reduce this cost and to free up funds for full program implementation on minimum days.
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?	
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 to	argeting certain students
☐ Extended Day Program: additional class periods offered to students after the end of the regular all students of the school (Note: extended day classes must not appear on the school bell schedules).	
☐ Blended/Hybrid: combination of some extended day and some traditional after school progra	ımming
Description and Rationale for Selection of Lead Agency	
Describe how the selected Lead Agency partner will support the school's plans for Full Service Co	mmunity School development.
In alignment with the spirit of the OUSD Strategic Plan, the Safe Passages After School Program per to develop a "true, authentic collaboration" that supports the goals of a thriving student community School program will support the school's Full Service Community School Quality Indicator 1 goal – students by ensuring that students are provided a quality extended day program. The program also	nity. Among other goals, Safe Passages After - to provide quality-learning experiences for

enrichment goals beyond academic intervention with youth leadership opportunities, sports, creative opportunities for artistic expression, such as art. In addition, the program supports the goal of balanced literacy and targeted intervention by providing targeted intervention to students through the COST process and in the one hour of academic programming each day. Safe Passages uses the SRI and Benchmark data to personalize instruction during intervention sessions. Finally, Safe passages will support Laurel's SPSA priorities in the areas of Language and Literacy, Culture and Climate; and Family and Student engagement.

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)	Priority Area	Specific Priority (as written in SPSA)	Multi-Year Goal (as written in SPSA)
X	English Language Arts	Literacy	Increase by 5 points the percent of students (3rd-5th grade) Meeting or Exceeding Standard as measured by SBAC
	Mathematics		
Х	Culture and Climate (required)	Culture & Climate	Reduce the number of office referrals (URFs) overall by 10% PBIS: 80-90% of all students have 0-1 office discipline referrals (URFs) 5-10% of all students have 2-5 URFs 1-5% of all students have 6 or more URFs 3.5% or fewer students have received suspensions
Х	Family and Student Engagement (required)	Family Engagement	Students will regularly attend school and maintain satisfactory attendance throughout the year. Families will continue to perceive Laurel as a positive and inclusive environment where they can be involved and support their

			child's academic achieveme	ent.
	Additional Priority Area (if any) identified in school's SPSA plan: (Specify:)			_
Fill out the	ACTIVITIES ALIGNED TO SPSA GOALS following matrix for the school priority areas marked above. as selected above.	Describe the activities	your program will offer to supp	ort the school
Priority Area	Describe the after school activities that will support this school priority/goal	Target Population	Measurable Outcomes	& Schedule (hrs/wk)
English Language	Student will receive academic support to strengthen literacy skills.	3 rd -5 th graders	Increase in SRI scores	3 hrs/wk
Arts	Enrichment activities will also focus on strengthening literacy skills	3 rd -5 th graders	Increase in SRI scores	3 hrs/wk
Mathema- tics	N/A			
School Culture and Climate (required)	The ASP allows us to extend the school day for over 80 of our students. During this time students have the opportunity to interact with peers and ASP staff in a way that is safe, healthy and engaging. The ASP also reinforces and extends social-emotional learning into the after school hours.	All ASP participants	Increased resiliency	Every hour of program of every program day.
Family &	ASP will engage Laurel families in program orientations	Families of ASP	Families will self report	4 events per

Student Engage- ment (required)	and family engagement events to support family literacy, community building, and cultural engagement.	participants.	increased engagement with the school.	year.
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	Student will receive academic support to strengthen literacy skills.	2 nd and 3 rd graders	Increased F&P and SRI skills	3 hrs/wk
graders will be reading on	Enrichment activities will also focus on strengthening literacy skills	2 nd and 3 rd graders	Increased F&P and SRI skills	3 hrs/wk
grade le ve l				

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)
elow grade level in the range of standard not met and standard nearly met		Students who score ade level in the range of standard not met and standard nearly met on SBAC tests. Students who score in the range of standard not met and standard nearly met on SBAC tests. Students who score in the range of Still Building Standard nearly met on SBAC tests. Students who score in the range of Skill Building Students (3rd-5th grade) Students who score in the range of Skill Building Students (3rd-5th grade) Meeting or Exceeding	Increase in district administered reading standards based test between fall and spring assessments.	3 hrs/week 36 weeks	
Students scoring below grade level are pulled out of the academic instruction period of the ASP for half an	Students who score in the range of standard not met and standard nearly met on SBAC tests.	☐ Homework Support ☑ Tutoring ☐ Skill Building ☑Academic Intervention ☐ Other	Increase by 5 points the percent of students (3rd-5th grade) Meeting or	Increase in district administered math standards based test between fall and spring assessments.	3 hrs/week 36 weeks

hour of individual tutoring (M-F).			Exceeding Standard as measured by SBAC.		
Kidz Lit is used M, T, Th, & F. The following areas are covered for each story: background, vocabulary, reading, and comprehension and theme.	All students enrolled in grades 2 nd through 5 th	☐ Homework Support ☐ Tutoring ☑Skill Building ☐ Academic Intervention ☐ Other	Increase by 5 points the percent of students (3rd- 5th grade) Meeting or Exceeding Standard as measured by SBAC.	Increase in district administered reading standards based test between fall and spring assessments	6 hrs/week 36 weeks
Community Building every Wednesday	All students enrolled in grades 2 nd through 5 th	☐ Homework Support ☐ Tutoring ☑Skill Building ☐ Academic Intervention ☐ Other	Increase by 10 percentage points the number of students responding that they feel that they fell close to people at school.	School & program climate OFCY youth surveys, CHKS.	1.5 hrs/week 36 weeks
ASPO approved Math Curriculum in addition to Kidz Math	All students enrolled in grades 2 nd through 5 th	☐ Homework Support ☐ Tutoring ☑ Skill Building ☐ Academic Intervention ☐ Other	Increase by 5 points the percent of students (3rd- 5th grade) Meeting or Exceeding Standard as measured by SBAC.	Increase in district administered math standards based test between fall and spring assessments.	4 hrs/week 36 weeks

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 Target **Targeted Skills** Measurable school need Population & Outcome supported by Frequency (hrs/week; # of activity weeks) This activity is designed to Student Identified ☐ College/Career Readiness Impact the All students in Increase in district develop physical fitness. administered ELA ☐ School Identified student school 2-5 grades. ☑ Social & Emotional sportsmanship, self-esteem and standards based test □ Parent Identified day learning with Learning leadership skills through between fall and ☐ Other (specify) extended 6 hrs/week ■ Leadership organized cooperative and team spring assessments. educational 36 weeks ☐ Academic (specify) building games. opportunities, ☑Health and Wellness **General Recreation** while exposing Other (specify) them to new opportunities and developing critical thinkers. Students will learn how the ☐ Student Identified Students in Impact the □ College/Career Readiness Increase in district administered Math importance of health and nutrition ☐ Social & Emotional ☐ School Identified student school grades 3-5. through hands on gardening and standards based test □ Parent Identified day learning with Learning cooking activities that incorporate between fall and ☑ Other (specify) In extended 3 hrs/week **⊠**Leadership math and science. spring assessments. kind curriculum and educational 36 weeks ☑Academic (specify) Cooking & Nutrition resources from opportunities. ☑Health and Wellness Alameda County while exposing □ Other (specify) them to new opportunities and developina critical thinkers.

Students in

grades 3-5.

3 hrs/week

Course that teaches students how

to create and manage a business.

In this session the students will

focus on marketing the products

Student Identified

☐ School Identified

□ Parent Identified

☐ Other (specify)

Impact the

extended

student school

day learning with

Increase in district

administered ELA

between fall and

standards based test

⊠College/Career Readiness

Social & Emotional

■ Continuous Social & Emotional

■ Conti

Learning

⊠Leadership

that were harvested in the health and nutrition course and the works of arts produced in the arts and crafts class. Introduction to Computer Science		educational opportunities, while exposing them to new opportunities and developing critical thinkers.	8 weeks	☐ Academic (specify) ☐ Health and Wellness ☐ Other (specify)	spring assessments.
Students will learn through a kinesthetic process that enhances motor skill coordination, understanding of diversity, cultural awareness and deepening knowledge and appreciation for visual arts. Project –Based Art	Student Identified School Identified Parent Identified Other (specify)	Impact the student school day learning with extended educational opportunities, while exposing them to new opportunities and developing critical thinkers.	Students in grades 3-5. 6 hrs/week 36 weeks	⊠ College/Career Readiness ⊠Social & Emotional Learning ⊠Leadership ⊠Academic (specify) □ Health and Wellness □ Other (specify)	Increase in district administered ELA standards based test between fall and spring assessments.
Third through fifth grade students will have the opportunity to play an important role in the decision making process for the program, while developing important leadership skills. Students will be engaged in promoting student councils, learning how to conduct focus groups, facilitate meetings, evaluate activities and plan fun events for their peers. Leaders of Tomorrow	Student Identified School Identified Parent Identified Other (specify)	The youth of the LCPA will become conscientious leaders and develop life-long skills to support their academic and social achievement:	Students in grades 3-5. 4.5 hrs/week 36 weeks	⊠ College/Career Readiness ⊠Social & Emotional Learning ⊠Leadership ⊠Academic (specify) □ Health and Wellness □ Other (specify)	Increase in district administered ELA standards based test between fall and spring assessments.
Students will engage in learning while playing computer games and board games. Building skills such as computation, ELA, handeye coordination, improving motor function, as well as critical thinking, leadership and respect for rules and order.	Student Identified □ School Identified □ Parent Identified □ Other (specify)	Impact the student school day learning with extended educational opportunities, while exposing them to new	Students in grades 2-5. 6 hrs/week 36 weeks	☐ College/Career Readiness ☐ Social & Emotional Learning ☐ Leadership ☐ Academic (specify) ☐ Health and Wellness ☐ Other (specify)	Increase in district administered ELA standards based test between fall and spring assessments.

ASES and 21st CCLC Elementary School After School Programs 2017-2018

Strategic Games		opportunities and developing critical thinkers.			
Laurel Circus Arts	Student Identified School Identified Parent Identified Other (specify)	Impact the student school day learning with extended educational opportunities, while exposing them to new opportunities and developing critical thinkers.	Students in grades 4 and 5. 4 hrs/week 12 weeks	☐ College/Career Readiness ☑ Social & Emotional Learning ☑ Leadership ☐ Academic (specify) ☐ Health and Wellness ☑ Other (specify) performing arts	

SECTION 8: FAMILY ENGAGEMENT / FAMILY LITERACY

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

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

Family literacy is a required component of all 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
Family Literacy Night	We will support the school wide Family Literacy Night that connect students, teachers and parents in activities that can be	It is an annual event designed to engage families in the process of reading together. All families that attend receive a free book	Increase family literacy as measured by sign-in sheets and family surveys.	Families will perceive Laurel as a positive and inclusive environment where they can be involved and support

	used at school and at home to enhance the learning of the students.	at the end of the night.		their child's academic achievement.
Parent Orientation 2 Family Cultural Events	We implement Family engagement events that connect students, teachers and parents in activities to build community and increase family engagement.	Family engagement events are coordinated in conjunction with the academic liaison, Safe Passages, teachers, and other community partners.	Increased family engagement as measured by sign-in sheets. Monthly newsletter and calendar for AS families.	Families will perceive Laurel as a positive and inclusive environment where they can be involved and support their child's academic achievement.

SECTION 9: PROGRAM SCHEDULE

- a) Submit your program schedule as an attachment, using the standard <u>program schedule template</u>. 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.	Collaborate with the principal to Identify students with individual attendance rates between 90% – 95% for the current school year.
b) Inform parents about the importance of attendance and encourage parents to help each other get their students to class.	Targeted parent/student orientation of chronic or at risk for absenteeism with a focus on the attendance policy. Have a signed document that acknowledges the policy so parents and participants will adhere.
c) Track students with poor program attendance and reach out to find out why and how attendance could be improved.	Send out notices quarterly to families of students that have attendance less than 90%.
d) Celebrate good attendance and/or offer meaningful incentives to attract and reward students for attending our program.	Schedule fun activities on the highest absenteeism days to interrupt absenteeism.

SECTION 1.1: 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?
х	Positive Behavioral Intervention and Supports (PBIS)	AS staff is trained on PBSI system used at laurel during the regular day. AS staff communicates the same student expectation. AS staff will collaborate with the school staff on implementation of the SEL curriculum at Laurel.
	Restorative Justice/Restorative Practices (RJ)	
х	Social and Emotional Learning (SEL)	SEL strategies will continue to be incorporated into our model of creating peaceful and professional learning environment training for staff; these strategies become part of our program and employee evaluations in order to hold staff accountable. Staff has opportunities to model for each other, sharing ideas or alternate ways of implementing these strategies.
		As staff learns to develop their own SEL skills, they will use the same reflective practices to help their students actively develop their social emotional skills. Staff

the	plement strategies and models what they learning in professional development with eir students and encourage them to model and embrace these practices in their eryday life.
your after school program is taking to support the school en American students at your school (ie. Manhood Developme Black professionals as role models or mentors, etc.).	on American students is a key priority for OUSD. Please describe any special efforts in agreement, social-emotional well-being, and/or academic success of African ent, Ethnic Studies curriculum, recognition ceremonies for student accomplishments,
The after school program works to support all at-risk studer with the following elements:	nts. The program supports a youth led process of developing a safe community space
4) Provide opportunities for developing positive exper This strategy will provide youth with a reason for staying in	school. In addition, this strategy will build student capacity to make better healthier
decisions when it comes to behavior and setting goals for so SECTION 12: Coordination with Other Service Providers	chool and life.
	comes a hub of services where various types of service providers come together, istic needs of students and families.
The after school Site Coordinator or Director will actively pa which of the following school group(s), in order to increase between after school and school day efforts?	·
List key community partners whom you will actively collabo accomplish the goals of your program.	rate with to Prescott Circus Theater Laurel elementary key staff and site administrator

	Alameda County Food Bank PTA
List all subcontractors who will be paid to deliver after school services.	Prescott Circus Theater
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.	Custodial, cafeteria, school day office and teaching staff, Playworks, Lincoln Child Center.

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

OUSD has established <u>district-wide guidelines for Target Population and Enrollment</u> 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? TK through 5th grade

Target Population(s)	Specific Data to Inform Selection of Program Participants	Targeted Recruitment Strategies		
 1a. Foster Youth 1b. Homeless Youth 2. ELLs and Newcomers 3. Students who are in need of academic support as indicated by SBAC test scores in the range of standards not met and standards nearly met in ELA and/or Math. 4. Students who score below grade level in SRI, SWT, and Math standards-based benchmark assessments. 	1a. Foster youth OUSD data 1b. Homeless youth OUSD data 2. ELL and Newcomer OUSD data 3. Most recent SBAC ELA and Math data 4. Most recent benchmark assessment data	1. Outreach to identified foster youth via direct mail and phone calls to invite participation in the afterschool program. Follow up meetings as necessary to encourage enrollment. 2. Outreach to identified homeless youth via direct mail and phone calls to invite participation in the afterschool program. Follow up meetings as necessary to encourage enrollment. 3. Outreach to identified ELL and Newcomer youth via direct mail and phone calls to invite participation in the afterschool program. Follow up meetings as necessary to encourage enrollment. 4. Outreach to identified students in need of academic intervention via direct mail and phone calls in the appropriate home language to invite participation in the afterschool program. Follow up meetings as necessary to encourage enrollment.		

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?

The program will tailor enrollment and attendance policies to the needs of foster, homeless, and newcomer students who transition into the school mid-year. Available after school program slots will be offered to these target groups of students. 5 program slots will be reserved for transitional students who enroll in the school mid-year. Appropriate attendance waivers will be completed to address the mobility of these students. Program staff will work with a wide range of caregivers to engage the adults charged with the appropriate parent, family member, foster parent, and/or guardian as needed towards creating a seamless partnership between the school/afterschool program and "home."

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 – May 2017	Families receive notification of the Parent orientation for	Site Coordinator, ASP Staff, Site		
	the upcoming 2017-18 school year to be held June 2016.	Administrator.		
	May 28 th is the open house 6-7:30. Information will be	†		
	provided at the open house.			
June 2017 Families attend the orientation. Kindergarten meet and		Site Coordinator, Quality Support		
	greet at 6/1/17.	Coach, after school program staff		
	Categorize the list of interested families by priority			
	populations and their siblings.			
	Families invited to enroll in the program will receive letters			
	via USPS mail before the last day of school in June 2016.			
August 2017	Provide updated information for after school families about	Site Coordinator, school day office		
	the after school program. Engage additional families per the	staff, site administrator		
	recruitment priorities to fill any open after school program			
	slots.			
September 2017	Hold second orientation in the event we are not at our	Site Coordinator, Quality Support		
	maximum enrollment for all newly recruited families.	Coach		

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December 2017- March 2018	Check in with teachers to additional student referrals from	Site Coordinator, Quality Support
	target priority student populations as program slots	Coach
	become available.	

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:

The ASP works closely with the Regular Day Program to set the academic criteria (All students in grades TK-5 can apply but an equal number of seats are reserved for students performing at different levels) and to identify who gets invited to participate in the ASP. Information on the application process is communicated to all families through the school newsletter and at our Open House event in May of the year prior. Teachers are also encouraged to reach out to students and their families that they think would benefit from the program.

Principal Signature: Lead Agency Signature:

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

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

Principal Initials	Lead Agency initials	2017 – 18 Assurances for Grant Compliance and After School Alignment with School Day
9	A	1) Site Administrator and Lead Agency Director/Site Coordinator have reviewed the CA Dept of Education's ASES and/or 21 st Century Grant Assurances, and understand mandated grant compliance elements.
9	J692	2) Site Administrator and Site Coordinator will meet at least once monthly to ensure program is meeting identified goals. (Biweekly check-ins are recommended.)
9	1-82	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.
9	TAZ	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.
Š,	A	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.
9	1	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.
9	fac	7) Site Administrator and lead agency partner have reviewed the <u>Quality Support Coach key responsibilities</u> , 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.
9.	JAn	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.
9	JA	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.
9	JADO	10) Site Administrator is aware that CDE does not increase after school grant funding for minimum days, and that programs

0	are required to operate un	til 6pm on minimum days. If additional minimum days are added to the school schedule next year,
101/21	site will allocate resources	to help offset the cost of additional hours of programming.
V	(M. K.)	
Principal Signature:	<u> </u>	Lead Agency Signature:
	100 age 3/	
	\sim \sim	

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

An OUSD coach connected to the school (i.e. I CI Literacy or Math. coach. I	
☐ An OUSD coach connected to the school (i.e. LCI Literacy or Math coach, E	3TSA coach, etc.)
☐ Other individual (please specify in detail):	
If known, please specify the name of the person who will fill the Quality Supp	ort Coach role, and identify his/her role in the school:
Lena Why, Second Grade Teacher	
Teachers on Extended Contract for Direct Service	
In addition to a Quality Support Coach, some schools choose to have teachers	s on extended contract to provide direct service to students after
school, such as math or literacy intervention and ELL instruction.	
extended contract who are providing direct services to students after school n After school grant funds can be utilized for this direct service work. The Quality Support Coach is primarily responsible for providing coaching and trait their staff capacity-building services. Teachers doing direct service work after rates may change if there are district pay raises next year.	ty Support Coach cannot provide direct service to students. The ining, and is paid at the negotiated Paid-In-Service rate of \$34.67 for
List after school classes/activities that will be facilitated by teachers	Anticipated hours/week for teacher on extended contract
List after school classes/activities that will be facilitated by teachers on extended contract	Anticipated hours/week for teacher on extended contract
	Anticipated hours/week for teacher on extended contract N/A

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 <u>After School Emergency Plan</u> . The Site Administrator and After School Program (ASP) Site Coordinator will update the After School Emergency Plan annually by discussing and aligning plans and procedures for after school and school day safety, including emergency preparedness and crisis response.
Indicate all actions that will occur to ensure after school safety and alignment with school day procedures for emergency preparedness and emergency response:
 Site Administrator and ASP Site Coordinator will meet at beginning of school year to update After School Emergency Plan collaboratively. Site will share Comprehensive School Site Safety Plan with after school partner. School day and after school programs will coordinate emergency drill schedules & procedures (ie. earthquake, fire, and lockdown
drills). After School staff will participate in site-level faculty safety trainings. School will provide after school staff with access to disaster supplies and other resources in case there is an emergency after school. Site Administrator and ASP Site Coordinator will meet regularly to review after school incidences and update safety plans as needed.
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.
This training takes place during the initial orientation and training week in August. The staff is taken on a tour of the school to familiarize them with the campus and oriented on the after school safety plan. Staff also has time to connect with the classroom teachers to create a positive relationship/partnership, which is a crucial element when it comes to securing our campus and students. Staff is familiarized with the emergency kits kept in each classroom. Staff has at all times a basic first aid kit on hand. All program staff orients the students with what to do in case of an emergency and participate in practice drills. Staff is CPR, first aid, and AED certified.
C) Principal and Site Coordinator have reviewed the <u>OUSD After School Emergency/Crisis 1st Level Response Notification Protocol</u> and understand expectations regarding communication and <u>incident reporting</u> when an issue involving after school safety occurs.

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? I Yes I 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:

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?
- 1. Individualized coaching is provided directly by the SP FSCS Program Manager to the After School Coordinator on an ongoing basis throughout the program year.
- 2. All After School Coordinators attend the SP annual management retreat and the After School Coordinators Operational Intensive. In addition, all After School Coordinators attend monthly Safe Passages Managers' Meetings to participate in management training, cross site learning, agency wide program improvement efforts, and alignment/integration of programs and services.
- 3. After school teams meet together across all SP AS programs to participate in professional development and peer learning.
- 4. During the initial orientation week and training the site coordinator and academic liaison offer 9 hours of professional development in the following areas: classroom management, academic content standards, instructional strategies, lesson planning. Throughout the school year the SC and QSC review student data with the staff to create individualized lesson plans for the targeted students receiving academic intervention services in the program. The SC and QSC also conduct classroom observations several times per year, while offering specific coaching to support the staff in the classroom setting. SP central managers will work with the SP Evaluation Director to organize additional observations of the program and provide real time feedback. The SC and QSC use the data from site visits and internal observations to tailor site based professional development offered during our monthly staff meeting.

b) What professional development opportunities will be provided by the school site?				
The Site Administrator will allow one hour twice per year for ASP and school day teachers to meet, review strategies, check-in about specific students, etc.				
Please review and sign off on the following:				
Safe Passages and school partners firmly believe that professional development is critical to ensuring program quality. The after school program is committed to providing and mandating 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				

Staff Wellness

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

recommended at least 20 hours of PD/year).

✓ Yes

No

Staff wellness is covered in PD sessions and during individual coaching. Staff is encouraged to establish healthy boundaries to prevent burn out. Professional development trainings will focus on self-care topics including stress management and wellness techniques. Additional health and wellness benefits are accessible for full-time Safe Passages staff as part of their benefits package.

Throughout the year, Safe Passages will provide staff with opportunities to reflect on their work and spend time bonding with each other. Weekly coaching sessions with Safe Passages management staff will provide after school staff with effective ways to voice concerns and receive feedback from a trusted ally.

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:

SEL strategies will continue to be embedded into our model of creating peaceful, effective, and professional learning environments. Staff will practice and model self-management, self-awareness, social awareness, relationship skill and responsible decision-making. In addition, staff will be trained on and practice cultural competency in program management and all service delivery in the after school program services. These strategies are discussed in Safe Passages professional development sessions and employee coaching. Staff has opportunities to model for each other, sharing ideas and innovative new ways of implementing these strategies. On a daily basis, staff will utilize their SEL skills to model for

students and support SEL skill development for students.

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: Lead Agency Signature:



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

PARENT PERMISSION AND STUDENT INFORMATION - ELEMENTARY AND MIDDLE SCHOOLS

Name of School:		Parent Sign	ature:		_ Date:
Student's Name		 Grade	Grade		
Parent/Guardian Name (Please	print)	Email Addr	Email Address		
Home Address		City	Zip		
Home Phone		Work Phone		Cell Phone	
		Y CONTACT INF	ORMATI	ION	<u> </u>
In case of emergency please co	ntact:		·		
Name	 Relatio	nship		Phone: work/ho	me/cell
Does your child have health cov	erage?	Yes		No	
Name of Medical Insurance	Policy/	Insurance#	Prima	ry Insured's Nam	- ne
Name of Child's Doctor		Telephone		-	
I authorize After School Progr may be necessary for my child o	am Staff t during the	o furnish and/or o After School Prog	obtain em Iram.	ergency medical	treatme
, , ,					

After School MOU for Elementary and Middle Schools, 2017-2018, page 19 of 37

that the Oakland Unified School District person or property as a result of partici discharge the Oakland Unified School Di	hool program and that participation is voluntary. I understand t is not responsible for loss, damage, illness, or injury to pation in the after school program. I hereby release and istrict and its officers, employees, agents, and volunteers to death, loss or damage as a result of after school program
Parent/Guardian Signature:	Date
STUDEN	T RELEASE/ PICK UP POLICY
As parent/guardian, I understand that school is out and will end by 6:00 p.m.	the After School Program will begin immediately after. Students will not be released to go home from the After 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 child to:	give After School Program staff permission to release my
Name/Relationship	Phone Numbers: Home/Work/Cell
Name/Relationship	Phone Numbers: Home/Work/Cell
picked up by 6:00 p.m., After School Pro	n time. The program ends by 6:00 p.m. If students are not gram staff are required by law to report to Child Protective nstances of tardiness in picking up your child will result in
	E PROGRAMS AND TRACK STUDENT PROGRESS
review my child's school data (including be performance indices, and demographic defor the purpose of providing targeted su effectiveness of the After School Programmes.)	rogram Staff and any designated evaluation consultant to but not limited to test scores, report cards, attendance, other ata), and input my child's data into the after school database apport and academic instruction and assessing the ram. I also give permission for After School Program staff to monitor my child's progress and to require my child to

RELEASE OF LIABILITY

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 childmaymay not be photographed/videotaped by the After School program for promotional purposes.
I authorize the OUSD or any third party it has approved to photograph or videotape my child during After School program activities and to edit or use any photographs or recordings at the sole discretion of OUSD. I understand that I and my child shall have no legal right or interest arising from the recording, including economic interest. I also agree to release and hold harmless the OUSD and any third party it has approved from and against all claims, demands, damages, and liabilities arising out of or use of the recording.
Parent/Guardian Signature
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

50	chool Site:
No	ame of Program:
No	ame of Student:
<i>G</i> r	rade:
	request early release of my child from the After School Program at o'clock p.m. lease check reason)
<u> </u>	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:
of	s parent/guardian, I hereby release and discharge the Oakland Unified School District and its ficers, employees, agents and volunteers from all claims for injury, illness, death, loss or damage ising 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 ONL	y
School Site:	
Name of Student:	
Grade:	
Date of Birth of Student:	
If I arrive later than the dismissal time or am und School Program:	able to pick up my child at the end of the After
 I give the After School Program staff permiss program without supervision. 	sion to release my child from the after school
As parent/guardian, I hereby release and dischar officers, employees, agents, and volunteers from a a result of the release of my child without superv unable to pick up my child at the end of the After	all claims for injury, illness, death, loss or damage as ision if I arrive later than dismissal time or am
Signature of Parent/Guardian	Date

OUSD After School Programs 2017-2018 Student Health Form

School Site:

earral arrait and the second	A
Student's Name	Date of Birth
Grade in 2017-18	Language spoken in the home
ARENT/GUARDIAN INFORMATIO	<u>DN</u>
arent/Guardian Name (First, Last)	
itudent's Home Address	
hone (home)	
arent/Guardian Cell #	Parent/Guardian Work #
MERGENCY	
<u>merbeine</u> n case of emergency, please conta	
n case of emergency, please conta	ict:
lame:	Relationship to student:
hone Number:	
hone Number:	
hone Number: HEALTH lease check if your child has any o	
hone Number: EALTH ease check if your child has any o chool:	of these Health Conditions and requires management aft
hone Number:	of these Health Conditions and requires management aft ———————————————————————————————————
hone Number:	of these Health Conditions and requires management aft Student has Epi-pen at school Student has inhaler at school
hone Number:	of these Health Conditions and requires management aft Student has Epi-pen at school Student has inhaler at school Student has medication at school
hone Number:	of these Health Conditions and requires management aft Student has Epi-pen at school Student has inhaler at school
hone Number:	of these Health Conditions and requires management aft Student has Epi-pen at school Student has inhaler at school Student has medication at school Student has medication at school Student has medication at school
hone Number:	Student has Epi-pen at school Student has inhaler at school Student has medication at school
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hone Number:	Student has Epi-pen at school Student has inhaler at school Student has medication at school
hone Number:	Student has Epi-pen at school Student has inhaler at school Student has medication at school

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 mine	<i>A</i> ut	thoriza	ation	to tr	ent	mina
-----------------------------	-------------	---------	-------	-------	-----	------

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 o	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**

e).

this form should be completed by the 1st day	oi each semester,	and by the 1st day of t	ne summer program (if appli
Contact Information:			
Site Name		Lead Agency Name	
Name of Contact Person		Email	
Telephone		Fax	
The following Field Trips, Off Site Eve Program will occur during:	to January 19, 018 to June 7, 2	2018 2018	e After School
☐ Summer Program (Specify dates:		to	
Name of Field Trip, Off Site Event, and/or Off Site Activities	Dat	e(s)	Time(s)
	-		<u> </u>
		,	
			
	L		
		Date	
Site Coordinator Signature Lead Agency Director Signature Site Administrator Signature			

EAST BAY REGIONAL PARK DISTRICT

WAIVER AND RELEASE OF LIABILITY AND INDEMNITY AGREEMENT

Walver 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 speuse, 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

Severatility. 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 signad this Agreement on their own behalf.

I have read this Agreement and understand that I im giving up substantial rights by signing it, but do so voluntarily and intend to completely release the District from the limbility 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 Pa	articipant is under 18)(Print)
Signature Participant Signature (if over 18) or Custo	Date dai Parent or Cuardian Signature
	EBP-D Waver - Swith Use Row 2009

RELEASE OF LIA	ABILITY AND ASSUMP	TION OF RISK	
In exchange for being permitted to particle equipment and facilities, I agree to releas ("OUSD"),	se, indemnify and discha	arge Oakland Linified School Distri	c+
 I am familiar with the Middle Scho and my child will follow them. I un or equipment carries inherent risk coaches or other care taken to av- responsible for loss, damage, illne of the facilities or equipment or pa- offered after school and on design 	nderstand that the recre s which cannot be elimit oid injury. I understand ess, or injury, or death, t articipation in the Middle	ational activities or use of the facinated regardless of the presence of that OUSD and are so person or property as a result of School Sports League activities	lities of e not
 As parent/guardian, I certify that the Middle School Sports League a otherwise by a qualified medical p Sports League staff to furnish and necessary for me or my child duri parent/guardian agree to pay all of participant as provided by law. 	activities and that parent person. I authorize OUSE i/or obtain emergency m ng Middle School Sports	t/guardians have not been advised, ,, or Middle Scholedical treatment which may be League activities, Participant and	d bol /or
 As parent/guardian, I have review and understand that weather perr after school and on designated we understand that they are responsi children promptly at the end of th supervision for children after the ! 	mitting the Middle Schoo eekend days of each mor ible for transporting thei e program and that ther	I Sports League activities generall oth as scheduled. Parent/Guardiar r child/children and picking up the re is no OUSD or	y run
 I agree as an adult participant, or and permission to photograph and School Sports League and to use to 	d/or record me or my chi	Ild/ward in connection with Middle	ight
By signing this document (Release of Lial nurt or property damaged in connection was nave waived my or my child/ward's right respective agents, directors, and employe	with Middle School Sport to maintain a lawsuit ag	s League activities, I may be four painst OUSD,	d to
SIGNATURE	n if under age of 18)	Today's Date	
Participant Name (print)	Grade	Date of Birth	
School (COMPLETE INFORMATI	ON ON BOTH SIDES)		

OAKLAND UNIFIED SCHOOL DISTRICT AND 20__-20__ MIDDLE SCHOOL SPORTS LEAGUE ACTIVITIES Participant Name (print) Grade Date of Birth School Home Address City Zip Home Phone Work Phone Cell Phone Email Address In case of emergency please contact: Name Relationship Phone: work/home/cell If the Participant Is A Minor (under age 18): Print name of Parent or Legal Guardian of Minor Home Address City Zip Home Phone Work Phone Cell Phone Email Address SIGNATURE Today's Date (Participant or Parent/Legal Guardian if under age of 18) **Student Participant Health Conditions** ☐ Severe Allergy to: ☐ Asthma ☐ Student has an inhaler at school ☐ Diabetes ☐ Student has medication at school ☐ Seizures ☐ Student has medication at school ☐ Sickle Cell Anemia ☐ Student has medication at school □ Other condition(s): __ ☐ Student has medication at school Medications needed during the school day: Medications needed after school hours: Special Instructions: All students with asthma, diabetes, and severe allergies should have emergency medication available to school staff in the event of an asthma attack, low blood sugar, or allergic reaction along with a Severe Allergy/Asthma Action plan signed by you and your doctor. See your School Nurse/Health Services for more information. Health Insurance Plan Name: ____ Subscriber/Policy No. __ (COMPLETE INFORMATION ON BOTH SIDES)



INVOICING AND STAFF QUALIFICATIONS FORM 2017-2018

Basic Directions

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

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

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

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



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

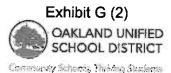
The following procedures are required in submitting invoices that utilize 21st Century and/or ASES funding:

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



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

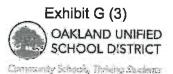
The following procedures are required in submitting fiscal forms for Paid Inservice/Extended Time for OUSD employees utilizing 21st Century and/or ASES funding:

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.



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. <u>Forms that are submitted after the due dates listed below will be paid on</u> <u>the following Payroll Issue Date</u>. 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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/21/2016

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to

certificate holder in lieu of such endorsement(s). PRODUCER				CONTACT Danielle Donohue					
Arthur J. Gallagher & Co. Insurance Brokers of CA. Inc. LIC # 0726293			PHONE (A/C, No. Ext): 818-539-2300 FAX (A/C, No): 818-539-2301 E-MAIL ADDRESS: Danielle_Donohue@ajg.com						
									505 N Brand Bivd, Suite 600 Glendale CA 91203
0.0.144.0 07.0 1200			-			RDING COVERAGE		NAIC#	
INGUER			INSUR	ERA: Nonprof	its' Insurani	ce Alliance of C			
INSURED			INSUR	INSURER B:					
Safe Passages 250 Frank Ogawa Plaza #6306			INSUR	-					
Oakland, CA 94612			INSUR	INSURER D:					
•			INSUR	ER E :					
			INSUR	ERF;		-			
COVERAGES CER	TIFIC	ATE NUMBER: 623380096	3			REVISION NUMBER:			
THIS IS TO CERTIFY THAT THE POLICIES INDICATED. NOTWITHSTANDING ANY RI CERTIFICATE MAY BE ISSUED OR MAY EXCLUSIONS AND CONDITIONS OF SUCH NSR TYPE OF INSURANCE	PERTA	EMENT, TERM OR CONDITION AIN, THE INSURANCE AFFORD BES. LIMITS SHOWN MAY HAVI	TED BY	THE POLICIE REDUCED BY	OR OTHER S DESCRIBE PAID CLAIMS	DOCUMENT WITH RESPE D HEREIN IS SUBJECT T			
	INSD I			POLICY EFF (MM/DD/YYYY)		LIMIT	r S		
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CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$500,0	00	
						MED EXP (Any one person)	\$20,00	0	
						PERSONAL & ADV INJURY	\$1,000,000		
GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$3,000,000		
X POLICY PRO-						PRODUCTS - COMP/OP AGG	\$3,000,000		
OTHER:		·		<u>L</u> .		ABUSE & MOLESTATION	\$1MM/		
A AUTOMOBILE LIABILITY		201621017NPO		6/30/2016	6/30/2017	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000 \$		
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ALL OWNED SCHEDULED AUTOS				·		BODILY INJURY (Per accident)			
X HIRED AUTOS X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	\$		
						(1 ci accident)	\$		
A X UMBRELLALIAB X OCCUR		201621017UMBNPO		6/30/2016	6/30/2017	EACH OCCURRENCE	\$1,000	000	
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DED X RETENTION \$10,000				[NOONLOWIE			
WORKERS COMPENSATION					· · ·	PER OTH- STATUTE ER	\$		
AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?									
(Mandatory in NH)	N/A			ĺ		E.L. EACH ACCIDENT	\$		
If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE			
A Professional Liability		201621017NPO	-	E/20/2040	0/00/0047	E.L. DISEASE - POLICY LIMIT	\$		
Torcoorda Elability		20102101714PO		6/30/2016	6/30/2017	Aggregate: Occurrence:	1,000,00 1,000,00		
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHIC	ES (AC	CORD 101, Additional Remarks Sched	ule, may I	e attached if mor	e space la requi	red)			
The Oakland Unified School District, it's perations of the named insured per the	office	ers, employees, volunteers	and/o	r agente are	named se	additional insureds with	n respe	ct to the	
						<u> </u>			
CERTIFICATE HOLDER			CAN	CELLATION					
		, -				·		<u> </u>	
Oakland Unified School District Attn: Risk Management 1000 Broadway, Suite 400			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.						
Oakland CA 94607 USA			AUTHORIZED REPRESENTATIVE						
	AUTHORIZED REPRESENTATIVE								

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

The Oakland Unified School District, it's officers, employees, volunteers, and/or agents Oakland Unified School District
Attn: Risk Management
1000 Broadway, Suite 400
Oakland CA 94607

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

- A. Section II Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf;
 - In the performance of your ongoing operations; or
 - 2. In connection with your premises owned by or rented to you.

However:

USA

- The insurance afforded to such additional insured only applies to the extent permitted by law; and
- If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement; or
- Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/24/2017

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(les) 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).

		()	<u>- </u>						
PRODUCER	SC	CONTACT Lisa Peacock							
CCIS Bonding and Insurance Services				PHONE (AC, No. Ext): (559) 320-2247 FAX (AC, No): (559) 320-0299					
CCIS INSURANCE GROUP INC			E-	MAIL DDRESS: Lipeacoc	kęccisin	surance.com	EAC' NO!: (ARA		
2520 W Shaw Lane, Suite 104						IDING COVERAGE		WARD #	
Fresno CA 93	in:			ion Ins. Fu	nd	35076			
INSURED				SURER B :				33076	
Safe Passages, Inc, DBA: Safe	e Pa	ssa	CO.	SURER C :					
250 Frank H. Ogawa Plaza			in in	INSURER D :					
Suite 6306			IN	INSURER E :					
Oakland CA 94	612	•	(N	INSURER F:					
			NUMBER:17/18 WC	REVISION NUMBER:					
THIS IS TO CERTIFY THAT THE POLICIE INDICATED. NOTWITHSTANDING ANY R CERTIFICATE MAY BE ISSUED OR MAY EXCLUSIONS AND CONDITIONS OF SUCH	EQUIR PERTA I POLIC	EME AIN, CIES.	NT, TERM OR CONDITION OF THE INSURANCE AFFORDED LIMITS SHOWN MAY HAVE BE	ANY CONTRACT BY THE POLICIES EN REDUCED BY	OR OTHER I S DESCRIBEI PAID CLAIMS	DOCUMENT WITH	DECDEAT T	O MAHICH THIS	
NSR LTR TYPE OF INSURANCE	ADDL	Subr	POLICY NUMBER	POLICY EFF (MM/DD/YYY)	POLICY EXP (MM/DD/YYYY)		LIMITS	·	
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OTHER:							. \$		
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DED RETENTION \$	1	_				1828	\$		
WORKERS COMPENSATION AND EMPLOYERS LIABILITY Y/N						STATUTE	OTH- ER	·	
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A					E.L. EACH ACCIDEN		1,000,000	
A (Mandatory In NH) If yes, describe under	-		9118156-17	6/1/2017	6/1/2018	E.L. DISEASE - EA E	MPLOYEE S	1,000,000	
If yes, describe under DESCRIPTION OF OPERATIONS below	 -		<u> </u>			E.L. DISEASE - POLI	CY LIMIT \$	1,000,000	
DESCRIPTION OF OPERATIONS / LOCATIONS / VEH	CLES (ACORI	D 101, Additional Remarks Schedule,	may be attached if mo	re space is requ	red)			

CERTIFICATE HOLDER	CANCELLATION
Cakland Unified School District ATTN: Risk Department 1000 Broadway, Ste 440	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
Oakland, CA 94607	AUTHORIZED REPRESENTATIVE
	Mark Rivard/LISA

Exhibit I

Statement of Qualifications

INSERT HERE

SAFE passages

Safe Passages' Agency History and Qualifications

Safe Passages disrupts the cycle of poverty by engaging youth and families to build and drive a continuum of services that supports student success and community development.

Who We Are:

Safe Passages is a minority women led nonprofit that advocates for, researches, evaluates, develops and incubates culturally appropriate, cross-agency strategies designed to improve the lives of vulnerable populations, including youth at risk of dropping out of school, at risk or involved in gangs or the Juvenile Justice system, and likely to be involved in other risky behaviors. For 20 years, SP has worked with public and private partners to strengthen the safety net for poor people within and across systems by maximizing and leveraging resources to implement proven strategies.

Where We Work:

We work with disadvantaged communities in Alameda County where up to 80% of children live in poverty, in neighborhoods with the highest levels of health disparities including the highest rates of hospitalization for assthma, teen birth rates, and hospitalization for assaults among youth; where students score far below proficiency and have high rates of school suspension, drop-outs and truancy. 98% of the populations served are students and families of color.

What We Do:

Programs and services are woven together to serve the entire age continuum of children and youth, from birth to college/career, including economic development strategies to fuel economic self-sufficiency for youth and families.

Early Childhood Initiative – Promotes collaboration between multiple public systems and non-profit providers to create a citywide safety net for children (0-5), who are exposed to violence. Services include Baby Learning Playgroups and workshops, case management, mental health services and mental health consultations at pre-school sites.

School Linked Services – Aims to integrate education and social services at school sites in order to make school communities catalysts for social change within the larger neighborhood context. Through multiple funding streams, Safe Passages has led the effective development and sustainability of full service community schools (FSCS) across the Oakland flatlands. Initially, this work began as the Safe Passages Middle School Strategy, a multi-pronged approach to creating positive school climates and providing students and their families the support needed to be successful in school and life. From the beginning, afterschool programming was a major prong of the strategy. The initial seven highest need middle schools were selected as partners in 2000 to implement the strategy: Frick, Havenscourt (CCPA) and Calvin Simmons (UFSA) were all part of the first cohort of implementation schools and 16 years later continue in sustained partnership to work towards improved outcomes for students and families.

The partnership survived many changes in personnel, leadership, and the economy. Over the years, Safe Passages facilitated the development of the Coordination of Services Team (COST) system, case management and mental health services for students and parents, school based health centers at some target schools and afterschool programs. Several models developed by Safe Passages, like COST, were adopted by OUSD and replicated across the school district. Several of the Safe Passages schools, including those schools where Safe Passages serves as the lead afterschool agency are leading schools in OUSD's FSCS Initiative.

Juvenile Justice Initiative – Brings courts, school districts, police departments, probation officers, and service providers together to reduce disproportionate minority contact with law enforcement, and lower recidivism among juvenile offenders.

Career Development – Work closely with government, universities and private entities to develop new job opportunities for youth during and after school hours, and in the summer time. Students are provided opportunities to learn about diverse career tracks including careers in the arts, teaching, law enforcement, legal services, social work and in the health profession.

Successes:

- 91% of students in the academic support programs experienced academic success.
- Implemented the Elev8 Oakland Initiative, a \$40 Million full service community school model at five high need middle schools in Oakland.
- Elev8 school based health centers reach 3,000 students plus their families annually.
- Quality after school programs serve over 1,000 students annually.
- 172 Safe Passages AmeriCorps members have served over 1170 high need students through intensive academic supports.
- Placed hundreds of young people in career pathways jobs through Mayor's Summer Jobs Program and AmeriCorps Programs since 2011.

Safe Passages partnerships with the school communities that are the focus of the contracts currently before the OUSD Board embody 16 years of partnership.

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

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

- 1. <u>Employment Position.</u> OUSD shall provide Employee with a written document describing the position that Employee shall perform for OUSD. AGENCY shall provide Employee with a written document describing the position that Employee shall perform for AGENCY. None of the duties performed for either employer shall interfere or conflict with their responsibilities for the other employer.
- 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. <u>Workers Compensation Liability Insurance.</u> As required by California and federal law, each employer shall maintain workers compensation liability insurance for Employee's behalf for the employment position for which EMPLOYEE is employed by each of them.
- 6. <u>Wages.</u> OUSD is separately and independently liable for all wages and benefits earned by EMPLOYEE for performance of the OUSD employment position. OUSD shall have no liability for any portion of wages and benefits earned by EMPLOYEE for performance of the AGENCY employment position, and AGENCY agrees to indemnify, defend, and hold harmless OUSD from any such claim. Similarly, AGENCY is separately and independently liable for all wages and benefits earned by EMPLOYEE for performance of the AGENCY employment position. AGENCY shall have no liability for any portion of wages and benefits earned by EMPLOYEE for performance of the 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. <u>Termination.</u> Subject to any applicable employment laws, any Party may terminate this Agreement or any employment relationship created under this Agreement with two weeks written notice to the other Parties.

- 9. <u>Litigation.</u> This Agreement shall be performed in Oakland, California and is governed by the Laws of the State of California. The Alameda County Superior Court shall have jurisdiction over any state court litigation initiated to enforce or interpret this Agreement.
- 10. <u>Integration/Entire Agreement of Parties</u>: This Agreement and the Memorandum of Understanding between AGENCY and OUSD from which this Agreement stems, constitute the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by all Parties.
- 11. <u>Counterparts.</u> This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
- 12. <u>Signature Authority</u>. Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been given the proper authority and empowered to enter into this Agreement.
- 13. 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.

Secretary, Board of Education AGENCY	
AGENCY	
8	
EMPLOYEE	

OAKLAND UNIFIED SCHOOL DISTRICT



250 Frank H. Ogawa Plaza, Suite 6306 Oakland, CA 94612 www.safepassages.org

Board of Directors

Lewis Cohen, (Board Chair) Director of Communications National Center for Youth Law; Former Deputy Mayor, Oakland

Sherry Young, (Board Treasurer) Sr Private Chent Advisor, Bank of the West

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School of Business, UC Berkeley

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Josefina Alvarado Mena, Esq. Chief Executive Officer, Safe Passages

Dan Siegel, Attorney Siegel & Yee Former OUSD Board of Trustee

Jean Quan Former Oakland Mayor, Former OUSD Board of Trustee June 1, 2017

To Whom It May Concern:

This letter serves to certify that all Safe Passages employees, volunteers, and agents working in OUSD after school programs will have fingerprint clearance through the California Department of Justice and the FBI, and will also have TB clearance before they begin work on OUSD school sites.

ATI Numbers will appear on invoices submitted to OUSD. Proof of fingerprint clearance and TB test passage of persons working at OUSD will be available to OUSD upon demand.

Respectfully,

Josefina Alvarado Mena

℃EO

Safe Passages



Josefina Alvarado-Mena

Executive Director

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.

Agency Information

Agency's

Title

Contact Person

- Contractor and OUSD Administrator reach agreement about scope of work and compensation.
- Contractor and OUSD Administrator agreed upon terms are reflected in the Memorandum of Understanding.
- OUSD Administrator verifies contractor does not appear on the Excluded Parties List.
- OUSD contract originator creates the requisition on IFAS.

250 Frank Ogawa Plaza, Suite 6306

Safe Passages

Oakland

Within 2 weeks of creating the requisition, the OUSD Administrator submits completed MOU packet to Legal for approval.

City	Oakland			Telephone	510-	510-238-4458			
State	CA	Zip Code	94612	Email	jalva	rado@safep	rg		
OUSD Vendor Nu		1005510							
Attachments	Statemer	nt of qualific	lity and workers' con ations s vendor does not ap			st. (www.sam	.gov/portal/p	ublic/Sam/)	
NOT THE	Co	mpensatio	n and Terms – M	lust be within OUS	SD Billing G	uidelines	S-100		
Anticipated Start Date	Anticipated Start July 1, 2017 Date work will er			August 17, 2018 Total Confract Amount			\$ 93,628.00		
	III year		Budge	t Information					
Resource #	Resource # Resource Name Org K			ey #	Object Amount Code			Req. #	
6010	ASES		131155	53401	5825	5825 \$ 93,628.0		0560	
					5825				
					5825	\$			
					5825	\$			
LE WITE			OUSD Contract	Originator Informa	tion	Cathe 1	TEST OF		
Name of OUSD Contact John Stangl				Email		John.Stan	gl	@ousd.org	
Telephone	Telephone 510-531-6868			Fax	510-531-67	25			
Site/Dept. Name	ne 131/Laurel Elementary School		Elementary School	Enrollment Grad			through	5th	
12 1 7 323			proval and Routing						
Services cannot be pro-	ovided before the vided before a Po	e MOU is fully O was issued	approved and a Purch	nase Order is issued.	Signing this do	ocument affirms	that to your k	nowledge	
OUSD Adminis	strator verifies	that this ven	dor does not appear	on the Excluded Pa	arties List (ht	tps://www.sa	m.gov)		
Please sign under the appropriate column.						Denled – Reason			
1. Site Administrator			1						
2. Resource Manager			la)	7			6/2017		
3. Network Superintendent / Executive Director				a Markin	7			7/1X/17	
4. Cabinet (SBO, C	De P				1/10/1,				
5. Board of Education or Superintendent									

Procurement

Date Received

Agency Name

Street Address

City

SAM Search Results List of records matching your search for:

Search Term: safe* passages* Record Status: Active

ENTITY SAFE PASSAGES

Status:Active

DUNS: 091927272

+4:

CAGE Code: 4Q7C4

DoDAAC:

Expiration Date: Jan 18, 2018 Has Active Exclusion?: No

Debt Subject to Offset?: Yes

Address: 250 FRANK OGAWA PLZ #6306

City: OAKLAND

State/Province: CALIFORNIA

ZIP Code: 94612-2035

Country: UNITED STATES