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

Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent

Board Meeting Date September 27, 2017

Subject Memorandum of Understanding - Youth Together (contractor) - 306/Skyline High School (site)

Action Requested Approval of a Memorandum of Understanding (MOU) between District and Youth Together, for services to be provided primarily to Skyline High School.

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

The general purpose of the 21st Century High School After School Safety and Enrichment for Teens (ASSETs) Program is to provide opportunities for communities to establish or expand activities that focus on 1) Improved academic achievement, 2) Enrichment services that reinforce and complement the academic program, and 3) Family literacy and related educational development services for high school students.

Discussion
One paragraph summary of the scope of work.

Approval by the Board of Education of a Memorandum of Understanding 2017-2018 between the District and Youth Together, 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 Skyline High School's comprehensive After School Program for the period of July 1, 2017 through August 17, 2018, in an amount not to exceed \$234,130.00.

Recommendation Approval by the Board of Education of a Memorandum of Understanding (MOU) between the District and Youth Together for the latter to provide Arts, Recreation, Leadership and Family Literary activities in its capacity as a Comprehensive After School Program Lead Agency at Skyline High School for the period July 1, 2017 through August 17, 2018.

Fiscal Impact Funding Resource: 4124/21st Century Community Learning Centers (21st CCLC) ASSETs Grant in an amount not to exceed \$234,130.00.

Attachments

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



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

Legislative File ID No. 17-1888

Department: After School Program, Skyline High School

Vendor Name: Youth Together, Oakland, CA

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

Annual Cost: \$ 234,130.00

Approved by: Julie McCalmont

Is Vendor a local Oakland business? Yes ☒ No ☐

Why was this Vendor selected?

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

Summarize the services this Vendor will be providing.

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

Was this contract competitively bid? Yes ☐ No ☒

If No, answer the following:

1) How did you determine the price is competitive?

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

2) Please check the competitive bid exception relied upon:

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

Memorandum of Understanding 2017-2018
Between Oakland Unified School District and
Youth Together

1. **Intent.** This Memorandum of Understanding ("MOU") establishes the Oakland Unified School District's ("OUSD") intent, contingent upon OUSD's receipt of California Department of Education and/or U.S. Department of Education after school grant funds, to contract with Youth Together ("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 306/Skyline High School under the following grants:
 - California Department of Education ("CDE") 21st Century High School ASSETS Program ("ASSETS Core Grant")
 - California Department of Education ("CDE") 21st Century Direct Access Grant ("Direct Access")
 - California Department of Education ("CDE") 21st Century Family Literacy Grant ("Family Literacy")
2. **Term of MOU.** The term of this MOU shall be July 1, 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 21st Century ASSETS Core Grant, Family Literacy, and Direct Access grant award amount for Youth Together is \$234,130.00. 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 ASSETS Core Grant shall be based on actual student attendance rates (\$10.00 a day per student), not estimates, as those programs are "positive attendance based." OUSD reserves the right to modify the annual core allocation based on reported attendance. In the event that payments made to AGENCY exceed the reported attendance for the Core grant, the AGENCY will return payments to OUSD at the rate of \$10.00 a day per student. Documentation of attendance must be submitted through the OUSD/OFCY attendance systems in order for invoices for payment of services for the ASSETS Core Grant to be processed. (**Exhibit A - Attendance Reporting Schedule 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 ASSETS Core Grant for any adjustments resulting from the reconciliation of the attendance reports for that quarter's months. The attendance reconciliation process will assess the program's performance with respect to the required compliance with the grant mandated attendance rates. Based on the review, financial adjustments of additional payment or additional withholding will be made. Any remaining balance(s) will be forwarded to AGENCY or OUSD. Any adjustment required in excess of the withholding will necessitate additional adjustments to future invoices and payments.
- 4.2.2. **Administrative Charges and Reconciliation.** Reconciliation process for positive attendance based grants must factor in the subtraction of administrative and other OUSD central charges, as outlined in section 4.3, from any grant amounts earned through attendance (OUSD indirect, custodial, evaluation, and After School Programs Office administrative and training/technical assistance fees).
- 4.3. **OUSD Administrative Fees.** OUSD shall charge and withhold up to 14% from the overall 21st Century ASSETS Core Grant, Family Literacy grant, and Direct Access grant for central indirect, administrative, custodial, evaluation, and direct service training and technical assistance costs.
- 4.4. **AGENCY Administrative Fees.** AGENCY understands and agrees that it may not charge more than 4% of the total contract amount as administrative fees and that its administrative fees must be set at an appropriate dollar amount to keep the 21st Century ASSETS Core Grant, Family Literacy grant, and Direct Access grant within the grant-mandated allowable 15% for total indirect/administrative costs. The agency administrative fees charged to the 21st Century ASSETS Core Grant, Family Literacy grant, and Direct Access grant must be used for direct administrative costs and cannot be used for agency indirect costs. Direct administrative costs consist of expenditures for administrative activities that provide a direct benefit to the 21st Century ASSETS program. Indirect costs consist of expenditures for administrative activities that are necessary for the general operation of the agency, but that cannot be tied to the 21st Century ASSETS program.
- 4.5. **Program Budget.** The grant will remain as part of the site budget. Funds will be encumbered from the site budget on behalf of AGENCY for the school year 2017-2018 and will not exceed \$234,130.00 in accordance with **Exhibit B** ("21st CCLC After School Program Plan" and "After School Budget Planning Spreadsheet").
- 4.6. **Modifications to Budget.** Any modifications to the approved grant budget must be approved by OUSD, AGENCY, and CDE before expenditures of funds for modified line items are authorized. Except as expressly set forth herein, OUSD shall not be liable to AGENCY for any costs or expenses

paid or incurred by AGENCY in performing services for OUSD. The granting of any payment by OUSD, or the receipt thereof by AGENCY, shall in no way lessen the liability of AGENCY to correct unsatisfactory work, although the unsatisfactory character of that work may not have been apparent or detected at the time a payment was made. Work, which does not conform to the requirements of this Agreement, may be rejected by OUSD and in that case must be replaced by AGENCY without delay.

- 4.7. **Program Fees.** The intent of the 21st Century ASSETS program is to establish local programs that offer academic assistance and enrichment for students in need of such services regardless of their ability to pay. Though it is not against the rules to charge fees for participation in programs, the CA Department of Education discourages it because it could exclude students in need from attending and taking advantage of the after school program. Fees should not create a barrier to participation in the after school program. After school services must be equally accessible to all students targeted for services regardless of their ability to pay. Programs that propose to charge fees may not prohibit any family from participating based on their inability to pay and must offer a sliding scale of fees and scholarships for those who could not otherwise afford to participate. Any income collected from fees must be used to fund program activities specified in the grant application. AGENCY shall do full accounting of fees collected, and documentation shall be kept for 5 years for auditing purposes. If AGENCY decides to charge fees, this decision shall be made collaboratively with the Site Administrator, and AGENCY shall work collaboratively with the Site Administrator and parent leaders to develop an appropriate program fee structure for the school community. AGENCY shall provide the OUSD After School Programs Office with written documentation of the program fee structure prior to charging any program fees, and shall provide OUSD with additional documentation upon request, to ensure grant compliance.
5. **Scope of Work.** AGENCY will serve as lead agency at 306/Skyline High School, will be responsible for operations and management of the 21st Century ASSETS Core Grant, Family Literacy grant, and Direct Access grant contracted to AGENCY by OUSD for fiscal year 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 306/Skyline High School and objectives to ensure the success of students as articulated in the Site Plan. AGENCY will work in partnership with the school principal to ensure that the program components are aligned with and complement OUSD standards and school site curriculum.
- 5.1.2. **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 21st Century ASSETS Core, Family Literacy, and Direct Access funding guideline requirements and follow OUSD after school policies and procedures. This includes compliance with OUSD staffing requirements and policies including No Child Left Behind and other legislative mandates.
- 5.3. **Enrollment.** AGENCY will enroll 9th through 12th grade students at 306/Skyline High School, to serve sufficient number of students and run services for a sufficient number of days to earn the full core grant allocation of funding.
- 5.4. **Program Requirements**
 - 5.4.1. **Program Hours.** Consistent with the 21st Century ASSETS program requirements, AGENCY agrees to operate a minimum of 15 hours per week. This may include after school only OR after school and any combination of before school, weekends, summer intersession and vacation.
 - 5.4.2. **Program Days.** AGENCY shall offer a program for a minimum of 177-180 days during the 2017 – 2018 school year.
 - 5.4.2.1. **Attendance Targets.** AGENCY will operate the program for a sufficient number of days during the 2017 – 2018 school year to ensure that student attendance targets are met. This can include Summer Session.
 - 5.4.2.2. **Program Closure.** AGENCY will close the ASSETS program no more than a maximum of 3 days in the 2017-18 school year for staff professional development, as permitted by Education Code.
 - 5.4.3. **Program Components**
 - 5.4.3.1. AGENCY shall provide programming that supports the guidelines as outlined in the ASSETS Core Grant for students at 306/Skyline High School. AGENCY understands that the ASSETS program has three required elements that must be offered in every funded program: academic assistance, enrichment, and family literacy services. AGENCY understands that the academic and enrichment elements must provide additional support for pupils and be coordinated with the regular academic program requirements, standards-aligned curriculum and instructional materials, and assessments of pupil progress. AGENCY agrees to provide programming consistent with grant guidelines, including, but not limited to:
 - 5.4.3.1.1. **Academic Assistance.** ASSETS programs will include tutoring, homework assistance, and Credit Recovery in their academic assistance element. The assistance will be aligned with the regular academic programs of the students and will assist them in meeting state and local academic achievement standards in core academic subjects, such as reading, mathematics, and science.
 - 5.4.3.1.2. **Enrichment.** Each ASSETS program will provide an enrichment element that offers participating students a broad array of additional services, programs, and activities designed to reinforce and complement the regular academic program. Services will be actively coordinated with the students' regular high school day program. It is strongly encouraged that programs include an Internship Program to develop Career Skills. In particular, the enrichment element activities must be developed in alignment with appropriate California content standards and standards-aligned instructional materials, related California curriculum frameworks, and other research-based practices.

- 5.4.3.1.3. Family Literacy Services. AGENCY shall assess the need for family literacy services among adult family members of the high school students to be served by the program. All programs will, at a minimum, either refer families to existing services or coordinate with local service providers to deliver literacy and educational development services.
- 5.4.3.2. Equitable Access Programming. AGENCY shall include a component for students at 306/Skyline High School to support full access to program components.
- 5.4.3.3. Family Literacy Programming. AGENCY shall offer a component for guardians, parents, and caretakers of students at 306/Skyline High School which includes parent workshop and training on a variety of topics including supporting youth academically, college and career readiness, and adult literacy development.
- 5.4.3.4. Snacks/Supper/Beverages: AGENCY shall meet Federal and State meal and snack requirements and all meals and snacks must be provided by OUSD Nutrition Services department. Nutrition Services shall:
 - 5.4.3.4.1. Provide meals and beverages that meet State and Federal standards;
 - 5.4.3.4.2. Provide the number of meals and beverages requested by AGENCY unless/until Nutrition Services determines that AGENCY's participation is lower than the snack/meal/beverage count provided by the AGENCY, in which case, the number will be adjusted;
 - 5.4.3.4.3. Provide all supplies including utensils, napkins, forks, required;
 - 5.4.3.4.4. Support compliance by AGENCY with required State and Federal administrative requirements;
 - 5.4.3.4.5. Provide annual training to AGENCY.
- 5.4.3.5. Each AGENCY participating in the Nutrition Services snack/meal/beverage program shall:
 - 5.4.3.5.1. Attend annual training. In the event that the person responsible for snack distribution changes, AGENCY will make arrangements with Nutrition Services for training of new employees or representative of the AGENCY;
 - 5.4.3.5.2. Complete After School Snack and Supper Menu Production Worksheets (MPW) on a daily basis;
 - 5.4.3.5.3. Ensure meal count is accurate;
 - 5.4.3.5.4. Submit completed MPW to cafeteria staff by the next business day;
 - 5.4.3.5.5. Return leftovers to cafeteria;
 - 5.4.3.5.6. Ensure that only students are served and receive food from the program;
 - 5.4.3.5.7. Ensure that meals are not removed from campus
 - 5.4.3.5.8. Immediately report to OUSD Site Coordinator and Nutrition Services any concerns related to food safety or food contamination
- 5.4.3.6. AGENCY will be billed at the rates immediately below, for meals by Nutrition Services under the following conditions.
 - 5.4.3.6.1. MPW not completed and submitted by the next business day;

5.4.3.6.2. Snacks are ordered and not picked up

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

5.4.3.7.1. Snack: \$1.00

5.4.3.7.2. Supper: \$3.50

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

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

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

5.5.1. **Accountability Reports.** 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.** Providing OUSD with attendance reports using the OUSD/OFCY attendance systems and maintaining required attendance records utilizing the OUSD/OFCY attendance systems, including completion of mandatory monthly reports. Original written documentation of all daily attendance records, including all daily sign in/out sheets, will be maintained by AGENCY for 5 years for auditing purposes.

5.5.3. **Use of Enrollment Packet.** AGENCY will use OUSD After School Program Parent Permission and Student Information enrollment packet, including early release waiver, for all after school participants. (**Exhibit C**) AGENCY will seek approval from the OUSD After School Programs Office for any modifications to the OUSD enrollment packet, in advance of distribution.

5.5.4. **Maintain Clean, Safe and Secure Environment.** AGENCY shall maintain clean, safe, and secure program environments for staff and students in conjunction with OUSD guidelines. AGENCY, as they view necessary, will initiate and establish additional cleanliness, safety, and security policies and protocol sufficient to ensure staff, student and family member safety.

5.6. **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 306/Skyline High School
- 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 (e.g., food allergies). A plan will be developed to collect, secure, and dispense prescription medications from their original containers only and consistent with physician's instructions.
- 6.6. **Supervision**
- 6.6.1. AGENCY Executive Director must review and approve supervision plan.
- 6.6.2. Trip as structured is appropriate to age, grade level and course of study.
- 6.6.3. Chaperones are all AGENCY employees or subcontractors, parent(s)/guardian(s), or other authorized chaperones and are 21 or older. After School and Summer Program Coordinators and lead trip staff are satisfied that all chaperones are willing and able to perform required duties, including understanding and implementing instructions, understanding health information for students in their group, and responding effectively in the event of an emergency. Trip attendees shall be limited to assigned school or after school program staff, students and authorized chaperones. Guests, including but not limited to friends and other family members, are strictly prohibited absent prior written approval of the after school program coordinator or AGENCY executive director. Before the trip, after school and summer program staff leading trip shall provide any adult chaperones who may accompany the students with clear information regarding their responsibilities. Chaperones shall be assigned a prescribed group of students and shall be responsible for the continuous monitoring of these students' activities. Chaperones shall not consume alcoholic beverages or be under the influence of controlled substances while accompanying and supervising students on a trip.
- 6.6.4. When a trip is made to a place of business or industry, staff shall arrange for an employee of the host company to serve as conductor.
- 6.6.5. Adult:Student Ratio is at least 1:10 or higher if swimming or wading or high risk trip. If the trip involves water activities, this ratio shall be revised to ensure closer supervision of elementary grade or younger students, appropriate to their ages. The ratio of adults to students on field trips and excursions shall be reasonable under the circumstances.
- 6.6.6. Safety requirements have been met (eg: current First aid/CPR training of at least one chaperone, first aid kits, emergency contact and health info, instructions for chaperones, staff and chaperones have cell phones which are charged and available for communication).
- 6.7. **Transportation Requirements:** The after school and summer program or subcontractors shall ensure compliance with all state laws and may transport by the use of its own equipment, contract to provide transportation or arrange transportation by the use of other equipment to enrolled after school and summer participants provided that: (A) parent/guardians' written permission has been obtained in advance; (B) After School Program Coordinator and/or Summer Program Coordinator has confirmed that: transportation arrangements are safe and appropriate; (C) all drivers have valid California driver's license; (D) all drivers have received fingerprint clearance; (E) provided that such transport is covered under driver or registered owner's personal automobile insurance or AGENCY automobile liability insurance policy for at least \$100,000 per individual and \$300,000 per occurrence

for liability for bodily injury; and \$50,000 per occurrence for liability for property damage; (F) all drivers and registered owners of private or rented vehicles used shall complete and sign declaration of driver forms assuring that: (i) the driver is at least 21 years of age and holds a current valid California driver's license; (ii) the driver has not been convicted of reckless driving or driving under the influence of drugs or alcohol within the past five years; and (iii) the driver provides proof of sufficient insurance; (G) if AGENCY transports by use of an Agency owned vehicle or arranges and/or contracts with a third party to provide this transportation, the AGENCY or organization or company with whom they contract must meet or exceed the standards required of OUSD's District approved bus vendors, including but not limited to: be licensed as a transportation provider, be certified to transport students (e.g., School Pupil Activity Bus certification) and have at least \$5,000,000 Automobile liability and \$1,000,000 General Liability insurance; which has an endorsement naming OUSD and AGENCY as additional insured; (H) arrangements have been made for additional vehicle for use in event of illness or emergency; (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 (**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 21st Century ASSETS Core Grant, Direct Access, and Family Literacy 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 to communicate findings to OUSD, as requested. AGENCY will ensure that all contracted funds of this MOU are expended as per grant guidelines.

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

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

8. Invoicing

- 8.1. **Billing Structure.** AGENCY shall only invoice for actual expenditures incurred. Supporting documentation must be presented along with monthly invoices upon request. Billing details must be provided upon request to OUSD to ensure compliance with related sub recipient and grant guidelines.
 - 8.2. **Unallowable Expenses.** AGENCY may not purchase computers or capital equipment using 21st Century Core Grant, Direct Access, or Family Literacy grant funds.
 - 8.3. **Invoice Requirements.** AGENCY will submit invoices with evidence of the following staff qualifications for each AGENCY employee and AGENCY agent, including employees of subcontracting agencies and volunteers: TB Clearance, current CA Department of Justice and FBI fingerprint clearance, and Instructional Aide requirement. AGENCY will utilize the required OUSD invoicing and staff qualifications form (**Exhibit F**) for regular invoice submission.
 - 8.4. **Submission of Invoices.** AGENCY must submit invoices to OUSD on a timely and regular basis for services rendered. OUSD will not accept invoices submitted more than thirty days beyond the end of each fiscal quarter. No invoices will be accepted more than 30 days past the end of June 30 of the contractual fiscal year. AGENCY must also submit invoices according to specific invoicing deadlines as outlined by OUSD to ensure timely processing. (**Exhibit G**)
 - 8.5. **Submission of Invoices for ASEP and 21st Century Grants.** For services rendered related to the 21st Century ASSETS grants, OUSD shall pay AGENCY, on a monthly basis, for appropriately documented expenses related to the 21st Century ASSETS grants, with a cumulative total for 2017-18 not to exceed \$234,130.00 in accordance with the attached Exhibits to this Memorandum. Invoices for payment of services shall be submitted by the 10th of each month to the OUSD After School Programs Office, utilizing the required OUSD invoicing and staff qualifications form (**Exhibit F**). OUSD will strive to adhere to second Accounts Payable check run per the published schedule of monthly payments if invoices are submitted in accordance with the deadlines and requirements set forth in this section and the accompanying Exhibits.
9. **Ownership of Documents.** AGENCY agrees that, pursuant to California law, it shall maintain program and fiscal documentation for the ASEP and 21st CCLC programs for a minimum of five years. All documents created by AGENCY pursuant to this MOU, including but not limited to reports, designs, schedules, registration packets, early release waivers, and other materials prepared, or in the process of being prepared, for the services to be performed by AGENCY, are and shall be at the time of creation and thereafter the property of OUSD, with all intellectual property rights therein vested in OUSD at the time of creation. OUSD shall be entitled to access to and copies of these materials during the progress of the work. Any such materials in the hands of AGENCY or in the hands of any subcontractor upon completion or termination of the work shall be immediately delivered to OUSD. If any materials are lost, damaged or destroyed before final delivery to OUSD, AGENCY shall replace them at its own expense and AGENCY hereby assumes all risks of loss, damage or destruction of or to such materials. AGENCY may retain a copy of all materials produced under this MOU for its use in its general business activities.

10. Changes

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

performs work or services related to the proposed adjustment in compensation. Any and all pertinent changes shall be expressed in a written amendment to this MOU and signed by OUSD prior to AGENCY's implementation of such changes.

- 10.2. **Changing Legislation.** AGENCY understands that changes in Federal, or state legislation or District policy may impact funding levels, grant requirements, and responsibilities of AGENCY during an academic school year. This MOU may be amended during the 2017-18 fiscal year to reflect additional changes resulting from such legislation.

11. Conduct of Consultant

- 11.1. **Child Abuse and Neglect Reporting Act.** AGENCY will provide at its own expense sufficient Mandated Reporter training to all AGENCY staff, agents and volunteers at least annually within their first month working with OUSD students and comply with the Child Abuse and Neglect Reporting Act (CANRA) guidelines as Mandated Reporters to report suspicions of possible child abuse to the appropriate reporting agency as stated in California Penal Code § 11164 – 11174.
- 11.2. **Staff Requirements.** AGENCY will adhere to the following staff requirements for each AGENCY "agent", including employees, staff of subcontracting agencies, and volunteers. AGENCY will provide OUSD with evidence of staff qualifications, consistent with invoicing requirements outlined in Section 8.3 which include:
- 11.2.1. **Tuberculosis Screening.** Current documentation of negative TB Test (PPD) on file for each AGENCY agent working with students.
- 11.2.2. **Fingerprinting of Agents.** Current California Department of Justice (CDOJ) fingerprint clearance and FBI fingerprint clearance for each AGENCY agent working with students. AGENCY shall not permit its agents to come into contact with students until CDOJ and FBI clearance is ascertained, and AGENCY shall certify in writing to OUSD that none of its agents who may come into contact with pupils have been convicted of a violent or a serious felony. AGENCY shall further certify that it or its subcontracting agencies have received and reviewed fingerprint results for each of its agents, and Agency or its subcontracting agencies shall request and review subsequent arrest records for all agents who may come into contact with OUSD pupils in providing services to the District under this Agreement.
- 11.2.3. **Minimum Qualifications.** AGENCY staff and agents who directly supervise students and are included in the 1:20 staff to student ratio must meet the following minimum qualifications for an instructional aide: a high school diploma or its equivalency and one of the following: (a) an AA degree; or completion of 48 semester units in college; or (b) successful completion of the Instructional Assistant exam, administered by the Alameda County Office of Education. In addition, AGENCY shall provide at its own expense, First Aid and CPR Training to sufficient AGENCY staff to ensure that no less than 2 AGENCY staff members with current First Aid and CPR Training are present on site during the program each day. AGENCY must provide staff and agents adequate professional development, training, coaching and preparation time to enable staff and agent performance to meet the goals of the ASES/21st Century after school grant program and provide a safe and secure program.
- 11.3. **Removal of Staff.** In the event that OUSD, in its sole discretion, at any time during the term of this MOU, desires the removal of any AGENCY related persons, employee, representative or agent from OUSD school site and/or property, AGENCY shall immediately upon receiving notice from OUSD of such desire, cause the removal of such person or persons. In the event OUSD requests the removal of any AGENCY related persons, employee, representative or agent from OUSD school site and/or property, the OUSD site administrator shall provide to the AGENCY written, supporting rationale for the decision. OUSD After School Program Office, after conferring with Legal and the Executive Officer supporting the site, shall decide, taking all the facts and circumstances into account, if AGENCY may reassign an employee or agent to another OUSD site. Prior to the removal or change of any AGENCY

staff member who is a regular part of the after school program, AGENCY shall inform the Site Administrator with as much notice as possible, and will work with the Site Administrator to ensure a smooth transition in staffing.

- 11.4. Conflict of Interest.** AGENCY shall abide by and be subject to all applicable OUSD policies, regulations, statutes or other laws regarding conflict of interest. OUSD shall be permitted to hire an officer or employee of AGENCY for OUSD services in connection with or unrelated to this Agreement and AGENCY shall be permitted to hire any officer or employee of OUSD to perform any service by this Agreement, provided that the agreement attached hereto as Exhibit J is fully executed prior to the performance of any services by the officer or employee. AGENCY affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between AGENCY's family, business or financial interest and the services provided under this MOU, and in the event of change in either private interest or services under this MOU, any question regarding possible conflict of interest which may arise as a result of such change will be brought to OUSD's attention in writing.
- 11.5. Drug-Free / Smoke Free Policy.** AGENCY understands that OUSD does not permit drugs, alcohol, and/or smoking at any time in any buildings and/or grounds on OUSD property. AGENCY agrees to adhere to this policy for its students, staff, visitors, employees and or subcontractors.
- 11.6. Non-Discrimination.** Consistent with the policy of OUSD and California and Federal laws, AGENCY shall not engage in unlawful discrimination of students on the basis of actual or perceived physical or mental disability, medical condition, sex, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the California Penal Code. Consistent with the policy of OUSD in connection with all work performed under Contracts, AGENCY shall not engage in unlawful discrimination in employment on the basis of actual or perceived race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex or sexual orientation. AGENCY agrees to comply with applicable Federal and California laws including, but not limited to, the Americans with Disabilities Act, Section 504 of the Rehabilitation Act, Title IX and the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and OUSD policy. In addition, AGENCY agrees to require like compliance by all its subcontractor(s).
- 11.7. Bullying; Sexual Harassment.** The District's Board of Education recognizes the harmful effects of bullying and sexual harassment on student learning, school attendance and participation in after school programs. In order to have a safe environments that protect students from physical and emotional harm, AGENCY shall establish student safety as a high priority and shall not tolerate sexual harassment or bullying of any student. AGENCY shall adopt a policy expressly against harassment, sexual harassment, intimidation, and bullying and ensure related training on prevention and response is accordingly provided for all AGENCY employees and agents.
- 11.8. Restorative Justice (RJ) and Positive Behavioral Interventions and Supports (PBIS).** As a part of the District's commitment to eliminate disproportionality in discipline affecting African American male students, the District has initiated Restorative Justice and PBIS programs at many school sites. AGENCY is encouraged to learn more about these programs at school sites and work with District Staff to implement programs in the after school programs that support positive school climate.
- 12. Indemnification.** AGENCY shall indemnify, hold harmless and defend OUSD and each of its officers, officials, employees, volunteers and agents from any loss, liability, audit fines, assessments, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by OUSD, AGENCY or any other person and from any claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of performance of this MOU. AGENCY's obligations under the preceding sentence shall apply jointly and severally regardless of whether OUSD or any of its officers, officials, employees, volunteers or agents are actively or passively negligent, but shall not apply to any loss of liability, fines, penalties, forfeitures, costs or damages caused

solely by the active negligence or by the willful misconduct of OUSD. If AGENCY should subcontract all or any portion of the work or activities to be performed under this MOU, AGENCY shall require each subcontractor to indemnify, hold harmless and defend OUSD, its officers, officials, employees, volunteers or agents in accordance with the terms of the preceding paragraph.

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

13.1. **Commercial General Liability** insurance which shall include contractual, products and completed operations, corporal punishment and sexual misconduct and harassment coverage, and bodily injury and property damage liability insurance with combined single limits of not less than \$1,000,000 per occurrence.

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

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

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

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

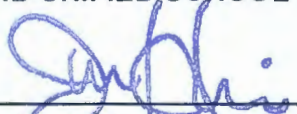
15. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

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

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

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

OAKLAND UNIFIED SCHOOL DISTRICT



☒ President, Board of Education

9/28/17
Date

AGENCY

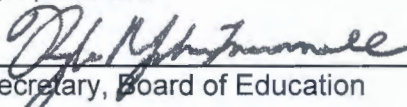


Agency Director Signature

07/02/17
Date

☐ State Administrator

☐ Superintendent

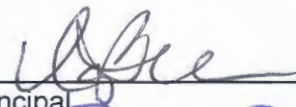

Secretary, Board of Education

9/28/17
Date



Deputy Chief

Community Schools and Student Services Dept.

9.5.17
Date


Principal

7.3.17
Date


Network Superintendent

8.10.17
Date


Deputy Superintendent

Academic Social Emotional Learning

Date

Print Name, Title

Attachments:

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

MOU template approved by Legal May, 2017

Exhibit A

ATTENDANCE REPORTING SCHEDULE


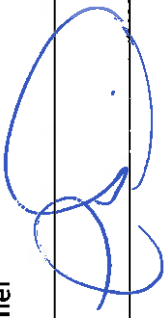
Oakland Unified School District After School Programs Attendance Reporting Schedule	
Monthly Attendance Period	Deadline to Input Attendance Data into Cityspan
July 1 – July 31, 2017	August 10, 2017
August 1 - August 30, 2017	September 8, 2017
September 1-30, 2017	October 10, 2017
October 1-30, 2017	November 9, 2017
November 1-30, 2017	December 8, 2017
December 1-31, 2017	January 10, 2018
January 1-31, 2018	February 9, 2018
February 1-29, 2018	March 9, 2018
March 1-31, 2018	April 10, 2018
April 1-30, 2018	May 10, 2018
May 1-31, 2018	June 8, 2018
June 1-30, 2018	June 15, 2018

Exhibit B

**21ST CCLC AFTER SCHOOL PROGRAM PLAN
AND AFTER SCHOOL BUDGET PLANNING SPREADSHEET**

(Template distributed separately)

INSERT HERE

OUSD After School Programs ASES and 21 st Century Community Learning Center (21 st CCLC) After School Program Plan High Schools 2017 - 2018	
SECTION 1: School Site Information	
School Site: Skyline High School 306	Lead Agency: Youth Together
Principal Signature: 	Lead Agency Signature: 
After School Site Coordinator Name (if known at this time): TBD	Date: April 21, 2017
Name of After School Program: One Land One People Skyline Youth Center After-School Program	
SECTION 2: PROGRAM OPERATIONS: Average Daily Attendance, Program Dates, Minimum Days To be compliant with grant requirements, high school after school programs must operate for a total of at least 15 hours per week. This can consist of any combination of after school, before school, weekend, intercession, and summer programming. Program activities cannot take place during any part of the regular school day hours (as documented on the school's bell schedule), including lunch time.	
Recommendation: The after school program should commence immediately upon the conclusion of the regular day, operate a minimum of 3 hours/day, and be open until at least 6pm to meet student needs. To meet attendance targets, programs should operate every day of the school year. <i>* 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.</i>	
Projected Daily Attendance during School Year 2017-2018	139
First Day of Program Operations for the 2017-18 school year	July 3, 2017

Last Day of Program Operations for the 2017-18 school year		June 6, 2018
Anticipated total number of days of program operation, from July 1, 2017 - June 30, 2018		208
List the three days (if any) your program plans to close this year for PD. The program must be open every other day of the school year.		October 12, 2017 January 19 th , 2018 April 20 th , 2018
Minimum Days When a school holds minimum days, the after school program should begin as soon as the school day ends, and operate for at least 3 hours; though programs are recommended to operate until 6pm to meet student needs. Minimum days can have a significant impact on after school staffing and budget. Thus, during the program planning process, school leadership and the lead agency partner must discuss the anticipated number of minimum days for the program year, and discuss shared resources to fund minimum day programming.		
Projected Number of Minimum Days for School Year 2017-2018 <i>*School should provide lead agency with a calendar of minimum days before the 1st day of school.</i>		38 Days
Describe funding plan to operate program on the minimum days indicated above, including additional school resources (if any).		Extended contracts with teachers and staff will not operate during minimum days. Program will operate for at least 3 hours.
Please note that the 21st Century 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:		
<input checked="" type="checkbox"/> Traditional After School: voluntary program open to all students, with enrollment priorities targeting certain students <input type="checkbox"/> Extended Day Program: additional class periods offered to students after the end of the regular bell schedule, for targeted grades and/or for all students of the school (Note: extended day classes must not appear on the school bell schedule) <input type="checkbox"/> Blended/Hybrid: combination of some extended day and some traditional after school programming		

Description and Rationale for Selection of Lead Agency		
Describe how the selected Lead Agency partner will support the school's plans for Full Service Community School development.		
<p>In 2016 - 2017 academic school year, the Youth Together One Land One People Skyline High School Youth Center supported efforts to help transition 150 incoming 9th graders through a summer bridge program by selecting a cohort of 15 students to facilitate community-building activities for four weeks. Youth Together also led parent engagement activities on campus such as four workshops for parents in the summer, support with site registration, work closely with Spanish speaking parents through SART/SARB, coordinated parent-teacher conferences, hosted once a month parent workshops, and facilitated a weekly campus tour for parents throughout the year.</p> <p>Youth Together also collaborates with the College Access Team weekly meetings with EAOP/DCAC, TRIO, Upward Bound, Skyline Counselors, 12th Assistant Principal, and College and Career Specialist. In 2016, Youth Together partnered with OUSD and Peralta to pilot an after-school course for "Dual Enrollment" where 100% of participants receive a grade of a "C" or higher and boost their overall grade point average. Youth Together also identified gaps on campus and supported with opening the Library so an average of 50 students could use the facility to study or print material as well as open the school's gymnasium promoting physical activity.</p> <p>For 2017-2018 Youth Together will support with summer bridge for all incoming 9th graders, partner with site and district to host a summer program for Skyline parents, remain apart of the College Access Team, continue support with SART/SARB and coordinate parent-teacher conferences, partner with academies and pathways to create a link between day to after-school support, and provide support where as needed.</p>		
SECTION 4: SCHOOL PRIORITIES AND GOALS IN SPSA		
In collaboration with school leadership, review the school's focal areas and annual school goals listed in its 2017-18 SPSA school site plan (See SPSA Section for Annual School Goals). All after school programs are expected to support the school's goals for Culture and Climate.		
Additionally, identify at least 1 other focal area from the list below that your afterschool program will intentionally support. For each priority area marked below, fill in the school's long-term goal as written in Section 4 of the school's SPSA plan.		
(Select at least 1)	Focal Areas	Long-Term Goal (as written in SPSA, Section 4)

additional priority)		
X	Graduate Outcomes	Increase graduation rates to 85% or better
X	Post-Secondary Readiness	All graduates will either attend 4 year universities, community college, engage with a trade, or go straight into workforce
X	Culture & Climate/SEL Improvement (required)	Reduce suspensions
	Rigorous Academics	
	Pathway Development	
PROGRAM ACTIVITIES ALIGNED TO SPSA GOALS		
Fill out the following matrix for the school focal areas marked above. Describe the activities your program will offer to support the school focal areas and long-term goals selected above.		
Focal Area	Describe the after school activities that will support this school priority/goal	Target Population
Graduate Outcomes	Incoming 9 th grade summer bridge program	9 th
	Hosting summer program for Skyline parents	ALL
	SART/SARB support	ALL
		Frequency & Schedule (hrs/ wk)
		June 19 th to July 21 st , 2017
		July 2017
		Measurable Outcomes
		All participants will know how to navigate site and access resources and support
		All participants will understand A-G requirements, accessing ABI, navigate site and district support and resources, and increase parent engagement at Skyline.
		Majority of parents and
		August 2017

			students referred to Parent Liaison will help increase ADA and be connected to after-school support	to June 2018
	Dedicated 9 th grade academic support program	9 th	All cohort participants will engage twice a week for one academic school year to pass all courses with a "C" or higher	August 2017 to June 2018
Post-Secondary Readiness	Conduct at least 3 9 th grade parent orientations	9 th	Understanding the difference between OUSD and UC/CSU A-G requirements, SAT/ACT support, individualize portfolios, HP/AP courses, understanding Academies & Pathways	Parent Orientation Schedule <ul style="list-style-type: none"> • 8th Grade Preview Night • Monday, July 10th • August Registration
	Partnering with College Access Team	ALL	Conducting college and career workshops throughout the academic year	August 2017 to June 2018
	Dual Enrollment	11 th /12 th	Supporting with applying and enrolling into Fall/Spring Courses through Peralta	April 2017 to June 2018

Culture & Climate (required)	Celebrating students in after-school program at the end of every marking period highlighting importance of attendance and academic achievement	ALL	Students will understand the importance of attendance and grades	2017/2018 School Year
	Support on going efforts with PBIS	ALL	Acknowledging positive behavior and improvement	2017/2018 School Year
	Supporting campus with community events	ALL	Increase support staff	2017/2018 School Year
Rigorous Academics				
Pathway Development				
<p>SECTION 5: OUSD STRATEGIC TARGETS - HIGH SCHOOL</p> <p>OUSD strives to prepare all students to graduate college, career, and community ready. After school programs play a key role in supporting this district goal. The following target is part of OUSD's Pathway to Excellence Strategic Plan for 2015 - 2020. Our entire Oakland school system, together with community partners, will work collaboratively to achieve this target for all students.</p> <p>Cohort Graduation Rate: <i>By 2020, the cohort graduation rate will increase to 85 percent.</i></p> <p>Supporting high school students to graduate college, career, and community ready begins well before 12th grade. Starting with supports for incoming 9th graders and their families, high school after school programs can play an important role, in collaboration with the school day, to support students' success throughout their high school journey toward graduation.</p> <p>Discuss with your Site Administrator possible ways your after school program can support the cohort graduation rate strategic target. Complete</p>				

the following matrix to indicate how your after school program will work in partnership with your school to support students to meet the goal of graduating on time.				
District Strategic Target	Describe the ASP activities that will support this district strategic target	Target Population	Measurable Outcomes	Frequency/ Schedule (hrs/wk)
Cohort Graduation Rate	SART/SARB Intervention	Referrals/ALL	<ul style="list-style-type: none"> • Contacting parents • Academic Contracts • Monitoring ADA • Coordinating Parent Teacher Conferences 	20/Wk
	College Access Team Workshops	ALL	<ul style="list-style-type: none"> • Understanding A-G requirements • Understanding 230 credit • Transcript literacy 	10/Wk
	Academic Support	After-School Participants (All Grades)	<ul style="list-style-type: none"> • 9th grade support (FRESH) • Academic Coach 	20/Wk

SECTION 6: ADDITIONAL ACADEMICS

Use this section to list any other academic program activities *not already listed in Sections 4 and 5 above* that will be offered.

Your site should plan to offer a range of academic supports to support students to learn and practice skills and knowledge related to core academic content. Academic activities should be aligned with school goals and support specific student achievement needs defined by the school. Activities should be based on sound instructional strategies aligned with the regular school day program. Please include the following OUSD High School After School requirements, if not already listed above:

For Comprehensive high schools: <ul style="list-style-type: none"> Academic mentoring for 9th graders at risk of failing classes Academic supports and mentoring for 10th – 12th grade students taking credit recovery For Alternative Ed high schools: <ul style="list-style-type: none"> College and career readiness activities 					
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)
Academic mentoring for 9 th grade students (required for comprehensive HS)	20 - 9 th graders at risk of failing	<input checked="" type="checkbox"/> Academic Intervention <input checked="" type="checkbox"/> Tutoring <input checked="" type="checkbox"/> Literacy Intervention <input checked="" type="checkbox"/> Skill Building <input type="checkbox"/> Credit Recovery	Decrease number of 9 th grade students who are credit deficient and increase daily attendance.	- Participant will improve course grade - Participant will improve daily attendance	Monday-Thursday (6hrs/wk; 36 weeks)
Academic mentoring for 10 th -12 th grade students taking credit recovery (required for comprehensive HS)	20 credit recovery students in 10 th -12 th gr	<input checked="" type="checkbox"/> Academic Intervention <input checked="" type="checkbox"/> Tutoring <input type="checkbox"/> Literacy Intervention <input checked="" type="checkbox"/> Skill Building <input checked="" type="checkbox"/> Credit Recovery	Increase graduation by 10%	- Participant will pass APEX - Participant will earn grade	Monday-Thursday (6hrs/wk; 36 weeks)
College & Career Readiness activities for Alt Ed students (required for Alt Ed)		<input type="checkbox"/> Academic Intervention <input type="checkbox"/> Tutoring <input type="checkbox"/> Literacy Intervention <input type="checkbox"/> Skill Building <input type="checkbox"/> Credit Recovery			
		<input type="checkbox"/> Academic Intervention <input type="checkbox"/> Tutoring <input type="checkbox"/> Literacy Intervention			

			<input type="checkbox"/> Skill Building <input type="checkbox"/> Credit Recovery				
			<input type="checkbox"/> Academic Intervention <input type="checkbox"/> Tutoring <input type="checkbox"/> Literacy Intervention <input type="checkbox"/> Skill Building <input type="checkbox"/> Credit Recovery				
SECTION 7A: CAREER-RELATED ACADEMIC ENRICHMENT, College Preparation and WORK-BASED LEARNING							
Career-related enrichment activities and physical activity/recreation are required components of the ASES and 21 st Century grants. Enrichment activities should provide students with the opportunity to learn and practice technical skills, employability skills and career planning skills. Technical skills are job related and technical skills and knowledge related to anticipate labor market conditions. Employability skills are behaviors, attitudes and habits of the mind that have been referred to as 'soft skills'. Career planning skills are skills and competencies that can be used for lifelong learning, career management, and negotiating transitions throughout a working lifetime. Enrichment activities should intentionally and creatively build skills that support students' success in school and in life.							
Description of Program/ Activity	Pathway supported by this program/activity	How does this program/activity support student readiness for career and/or college	Target Population & Frequency (hrs/week; # of weeks)	Targeted Skills	Measurable Outcome		
After School Club(s) aligned to _____ Career Pathway (recommended for comprehensive HS)				<input type="checkbox"/> Employability skills <input type="checkbox"/> Career Planning Skills <input type="checkbox"/> Work based Learning Experience <input type="checkbox"/> Technical skills			
All the Way Live – Break Dancing	VAPA (Dance Production)	<ul style="list-style-type: none"> Provide professional guest speaker in the performing arts field 	4hrs/wk; 30 wks	<input checked="" type="checkbox"/> Employability skills <input checked="" type="checkbox"/> Career Planning Skills <input checked="" type="checkbox"/> Work based Learning Experience <input checked="" type="checkbox"/> Technical skills	<ul style="list-style-type: none"> Participants will indicate they better understand the performing arts industry 	Participants will	
All the Way Live is a partner with Skyline Drama, Choir, and Dance Production program.							

ATWL develops participants through Social Emotional approach and practices to build self-esteem through personalize dancing in the form of Hip-Hop. Participants develop connection with peers and program instructors.		<ul style="list-style-type: none"> ■ Improve techniques ■ Organize quarterly performances Develop skills on coordination, outreach, logistics, and event planning			perform at least twice a year
After-School Internship Program Through the after-school program, internships are selected through an application, letters of recommendation, and interview process. Interns are provided trainings and workshops to prepare them for their duties throughout the academic school year. Interns distribute snacks, collect and enter data, spokes person for after-school program, and meet on Friday's for PD or event planning.	VAPA; Green; Education; and Computer Tech Academy	<ul style="list-style-type: none"> ■ Character development ■ Resume builder ■ Data Entry ■ Social Skills ■ Facilitation Skills ■ Communication Skills 	6hrs/wk; 40 wks	<ul style="list-style-type: none"> ✕Employability skills ✕ Career Planning Skills ✕Work based Learning Experience ✕Technical skills 	<ul style="list-style-type: none"> ■ Interns will indicate through quarterly performance reviews areas of growth ■ Interns will indicate through the end of the year survey they feel more confident in entering the work force
				<input type="checkbox"/> Employability skills <input type="checkbox"/> Career Planning Skills <input type="checkbox"/> Work based Learning	

						Experience <input type="checkbox"/> Technical skills	
						<input type="checkbox"/> Employability skills <input type="checkbox"/> Career Planning Skills <input type="checkbox"/> Work based Learning Experience <input type="checkbox"/> Technical skills	
SECTION 7B: ENRICHMENT & PHYSICAL ACTIVITY / RECREATION Please list any additional enrichment activities your program will offer, that are not already listed in Sections 4, 5, 6, and 7B above. After school programs should provide structured opportunities for youth to engage in enrichment activities that may not be included in the school day such as leadership, social and emotional learning, financial literacy, Technology/Computer Science, Arts, and Health and Wellness. These opportunities not only engage students but provide skills to support them to become "community ready". This includes preparing students with the skills they need in order to actively participate in a civil society in the digital age.							
Description of Program/ Activity	How does this program/activity support students for community readiness?	SPSA goal(s) or school need supported by activity	Target Population & Frequency (hrs/week; # of weeks)	Targeted Skills	Measurable Outcome		
Polynesian Cultural Dancing	Promotes social and emotional learning, health, wellness, and fitness	Improve culture and climate	30-40 students (6hrs per wk; 25 weeks)	<input checked="" type="checkbox"/> Leadership <input checked="" type="checkbox"/> Social Emotional Learning <input type="checkbox"/> Financial literacy <input type="checkbox"/> Technology <input checked="" type="checkbox"/> Arts <input checked="" type="checkbox"/> Health and Wellness <input type="checkbox"/> Other (please specify)	Participants will indicate in survey of belonging to a community and that they feel more happy		
Youth Together Leadership Development	Promotes leadership, social and emotional learning	Increase student voice	20 students (4 hrs per wk; 40 wks)	<input checked="" type="checkbox"/> Leadership <input checked="" type="checkbox"/> Social Emotional Learning <input type="checkbox"/> Financial literacy <input type="checkbox"/> Technology <input type="checkbox"/> Arts <input type="checkbox"/> Health and Wellness	Participants will be apart of decision making bodies on site		

College Support	Promotes Financial Literacy and Technology		50 students (5 hrs per wk; 38 wks)	<input type="checkbox"/> Other (please specify) <input type="checkbox"/> Leadership <input type="checkbox"/> Social Emotional Learning <input checked="" type="checkbox"/> Financial literacy <input checked="" type="checkbox"/> Technology <input type="checkbox"/> Arts <input type="checkbox"/> Health and Wellness <input type="checkbox"/> Other (please specify)	Participants will indicate that they understand credit, debt, and loans. Participants will also indicate a higher rate of using technology to access college material.
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. Please include the following required Family Engagement activities for all high school programs:					
OUSD High After School Family Engagement Required Activities (click link for additional information on these requirements): <ul style="list-style-type: none"> • Partner with school day faculty to provide one Fall meeting for 9th graders and families to review graduation requirements and cover essential components to deepen parents' understanding of how to support their children's learning • Partner with school day faculty to provide one Spring orientation meeting for incoming 9th graders and families to discuss high school expectations • Help school organize a "Family Resource Zone" to provide a safe space for parents to access information, ask questions, etc. • Additionally, after school staff should participate in site-based Professional Development on family engagement, and be part of the school's family engagement team. 					

<p>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 the school's family engagement strategy, and support school goals for family involvement.</p> <p>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: <i>The activities listed below must align to your 21st Century Family Literacy budget plan.</i></p>				
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
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
A-G Requirements	Parents will understand A-G requirements for their child's success	Parent workshop once each semester on A-G requirements	Brief survey at the end of the workshop measuring before and after knowledge of A-G	Parents will be more involved with children courses and help select right courses for them
Navigating the School	Parent engagement	Workshop for parents once a semester to help parents navigate the school site to help and support their child	Brief survey at the end of the workshop	Parents will be able to navigate school for attendance, transcripts, contact site for meetings concerning child's academics
SART	Support student's academic goals by connecting parents and teachers	Regular meetings with student, parent/s, and teachers to address strength and weaknesses of academic skills	Student submit weekly progress report card and parents will conduct school walks during lunch and visit child's	Connect parents to other community resources identified after SART meeting

				classroom	
Reclassification of ELD Students	Support students to become more proficient in English	Students will be integrated into regular English class and do better on exams	Students will be supported to take test and exams to enter regular courses	Provide translation for parents who do not primarily speak English at home and connect more at site	
FAMILY LIAISON: (if applicable) <i>Describe the anticipated duties of the Family Liaison in your program. Also identify what supports your school site will provide the Family Liaison, including training and materials.</i>					
Parent Liaison Duties: <ul style="list-style-type: none"> • Compile a list of workshops for parents • Contact community agencies to help conduct or collaborate with workshops • Support and recruit parents during Skyline registration • Contact parents and set up conferences • Be on site to support parents to navigate throughout school • Support student with family issues • Support parents with teacher-parent conferences • Conduct workshops in communities for easy access Skyline Support: <ul style="list-style-type: none"> • Support Skyline administration with SART meetings and follow-up • Integrate Parent Liaison apart of COST • Delegate work between Family Resource Center and Parent Liaison • Help outreach for workshops • Support financially to purchase food and childcare • Display workshops on electronic announcement board 					

	<p>SECTION 9: PROGRAM SCHEDULE</p> <p>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.</p> <p>b) The Program Schedule must clearly show when all after school activities listed in the Sections 4 - 7 will be taking place.</p> <p>c) Make sure program schedule clearly shows when the following middle school program requirements will take place:</p> <ul style="list-style-type: none"> • MESA programming one hour/week (sites will receive support with MESA implementation) • STEM programming one hour/week (coding and/or other STEM curriculum and professional development will be provided) • Career exploration programming <p>d) Submit a copy of the school bell schedule for the 2017-18 school year.</p> <p>Important Notes: The after school schedule must commence immediately the minute the school day bell schedule ends on all program days. Before submitting, compare the school bell schedule with the after school schedule to ensure that the times are aligned. (i.e. If the school bell schedule ends at 2:55 pm, then the after school schedule must begin at 2:55 pm. The same is true on minimum days.)</p> <p>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)</p> <p>SECTION 10: SATISFACTORY SCHOOL DAY ATTENDANCE AND CHRONIC ABSENCE ACTION PLAN</p> <p>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.</p>
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<p><i>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.</i></p> <p>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.</p>	
Strategies to Support Attendance	Action Steps
a) Recruit and address the needs of students who are at risk of chronic absenteeism.	<ul style="list-style-type: none"> Participants who are chronically absent will receive phone calls home and it will be documented Teach parents how to utilize ABI Teach parents how to contact teachers through phone calls and emails
b) Inform parents about the importance of attendance and encourage parents to help each other get their students to class.	<ul style="list-style-type: none"> Will happen with Parent Liaison through SART/SARB meetings
c) Track students with poor program attendance and reach out to find out why and how attendance could be improved.	<ul style="list-style-type: none"> The Family Engagement liaison will reach out to program students about attendance Recommendations of SART will be advise if student also has problems during the school day Parent and Teacher conference will be schedule to address a solution on how to support family and student moving forward
d) Celebrate good attendance and/or offer meaningful incentives to attract and reward students for attending our program.	<ul style="list-style-type: none"> Students will be recognized and celebrated at the end of every marking

period throughout the year	
<p>SECTION 11: TRANSFORMING SCHOOL CULTURE AND CLIMATE After school programs can play a critical role in support the school's efforts to transform school culture and climate, helping to make schools positive, supportive places for all students to stay engaged, be successful, and thrive.</p> <p>The following are strategies that OUSD schools are taking to create positive school culture and climate:</p> <ul style="list-style-type: none"> • Positive Behavioral Intervention and Supports (PBIS) • Restorative Justice/Restorative Practices (RJ) • Social and Emotional Learning (SEL) <p>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.</p> <p>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 <i>at least one strategy</i> 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:</p> <ul style="list-style-type: none"> • 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
X	Positive Behavioral Intervention and Supports (PBIS)
X	Restorative Justice/Restorative Practices (RJ)
<p>What will the after school program do to align with school day efforts in this area?</p> <p>Participate in committee and support with on-going efforts throughout the year</p> <p>Align with school day curriculum and practices</p>	

	Social and Emotional Learning (SEL)	
b) Reducing the disproportionate suspension rates of African American students is a key priority for OUSD. Please describe any special efforts your after school program is taking to support the school engagement, social-emotional well-being, and/or academic success of African American students at your school (ie. Manhood Development, Ethnic Studies curriculum, recognition ceremonies for student accomplishments, Black professionals as role models or mentors, etc.).	Youth Together currently partners with Peralta Community College to provide Ethnic Studies Dual Enrollment for our students of color on campus	
SECTION 12: Coordination with Other Service Providers In the Full Service Community School model, the school becomes a hub of services where various types of service providers come together, work together, and coordinate their efforts to meet the holistic needs of students and families.		
The after school Site Coordinator or Director will actively participate in which of the following school group(s), in order to increase alignment between after school and school day efforts?		<input checked="" type="checkbox"/> COST team (Coordination of Services Team) <input type="checkbox"/> SST (Student Study Team) <input checked="" type="checkbox"/> SSC (School Site Council) <input type="checkbox"/> ILT (Instructional Leadership Team) <input checked="" type="checkbox"/> PTA <input checked="" type="checkbox"/> Attendance Team/Workgroup <input checked="" type="checkbox"/> SPSA Site Planning team <input checked="" type="checkbox"/> School Culture/Climate Committee <input checked="" type="checkbox"/> School Safety Committee <input type="checkbox"/> Other (specify)
List key community partners whom you will actively collaborate with to accomplish the goals of your program.		EAOP/DCAC; Trio; Upward Bound; College & Career Specialist; Peralta Colleges; La Clinica; East Bay Consortium; East Bay Fund; Marcus Foster Fund; Native American Health Center; East Side Arts Alliance; AYPAL;
List all subcontractors who will be paid to deliver after school services.		<ul style="list-style-type: none"> • All the Way Live

	<ul style="list-style-type: none"> • Soma Stream • EBC • Study Smart
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.	<ul style="list-style-type: none"> • Native American Health Center • Alameda County Clinician

Section 13: 2017-18 After School Enrollment Policy for Skyline High School

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

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

Priority Enrollment and Transitions Support for High Need Populations of Students

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

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

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

Additional Notes:

- Successful after school programs are heterogeneous and include several target populations.
- Sites cannot simply utilize a first come-first serve process for enrolling students; sites should establish priorities for participation.
- Programs are intended to help close the achievement gap by serving a variety of students with academic and other needs.
- In alignment with OUSD's strategic goal to reduce chronic absenteeism, programs should consider targeting students at risk of chronic absenteeism, as determined by individual attendance rates between 90 – 95% during the current school year. (Programs should collaborate with school site leadership to obtain student attendance data.)
- Program must enroll adequate numbers of students to meet CDE attendance targets.
- The ASes and 21st CCLC grants require that programs are open to all students of the school, if space remains after outreach is done to targeted students. (For example, if program slots remain open after you have reached out to fill slots with target populations identified above, then by law, you must accept a kindergarten family that desires program services, even if your program prioritizes students in grades 1-5.)

13a) TARGET POPULATION FOR AFTER SCHOOL PROGRAM:

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

Which grade levels will you serve in this program? 9th – 12th

Target Population(s)	Specific Data to Inform Selection of Program Participants	Targeted Recruitment Strategies	Indicate if participation is <i>Optional</i> or <i>Mandatory</i> for each target population
Homeless youth	N/A	Fliers/PA/Registration	Optional
Foster youth	N/A	Fliers/PA/Registration	Optional
English language learners and/or Newcomers	N/A	Fliers/PA/Registration	Optional

13b) MODIFICATIONS AND SUPPORTS 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?
- Additionally, how will you work with your school day partner to support these students, as well as other students transitioning into your high school mid-year, including students transferring from other schools or from the juvenile justice system?

Our program is always open. We will coordinate and consistently communicate with contacts as needed throughout the school year.

13c) ENROLLMENT PROCESS AND TIMELINE:

Summarize your enrollment timeline below. Describe how your school will identify and recruit students beginning in Spring 2017 and into the new school year.

Timeline	After School Enrollment Steps/Process	Individual(s) responsible
January – March	After-school program survey	Present to pathways, distribute survey, and input findings
April	Begin to advertise for programming in Fall 2016	Put together fliers and application packets. Put in school announcement and website.
May	Interview candidates for the internship and student leadership development programs	Application packets, schedule interviews, provide summer trainings
August	Advertise programs during registration and provide orientation for incoming 9th	Work with school admin on registration and orientation for 9 th graders. Contact 9 th graders and advertise FRESH.

August	Select students to enroll into programming	List of student athletes, list of potential 9 th graders to support first week of school, list of credit deficiency 11 th and 12 th grade students
September	Lunchtime Event to advertise for the programs	Will need approval from admin, partner with leadership, get service provider to table, and get interns to organize and outreach.

Important dates to include in your timeline:

- May – June: Early outreach and recruitment for 2016-17 school year program; including outreach during Spring orientation for incoming 9th graders
- August – September: New school year enrollment of students
- After school programs begin on 1st Day of school
- Parents are notified about their student's participation in program at beginning of school year (and throughout year)
- Recruitment push during Back to School Night and Fall 9th grade meeting
- Ongoing recruitment and enrollment over course of school 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:


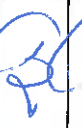





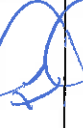





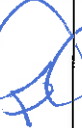






<ul style="list-style-type: none"> ➤ School site will provide bulletin board in main building ➤ Put up announcement on the electronic board in front of school ➤ Provide access to robo calls ➤ Support with table during registration ➤ Access to public announcement over the loud speaker during 3rd period ➤ Lunch time events ➤ Advertise on school website
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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
		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.
		2) Site Administrator and Site Coordinator will meet at least once monthly to ensure program is meeting identified goals. (Bi-weekly check-ins are recommended.)
		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.
		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.
		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.
		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.
		7) Site Administrator and lead agency partner have reviewed the Quality Support Coach key responsibilities, and understand this role is critical for strengthening staff practices and program quality. Site Administrator will identify a certificated, qualified individual to serve as the After School Quality Support Coach.
		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) 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.
		10) Site Administrator is aware that CDE does not increase after school grant funding for minimum days, and that

	programs are required to operate until 6pm on minimum days. If additional minimum days are added to the school schedule next year, site will allocate resources to help offset the cost of additional hours of programming.
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Principal Signature: _____

Lead Agency Signature: _____

Section 15: After School Quality Support Coach

After school research clearly shows that high quality programs result in increased youth outcomes. The higher the program quality, the more youth outcomes are achieved. The Quality Support Coach is a required position and plays a critical role in supporting after school program quality through the following high leverage staff capacity-building activities:

- Provide classroom observations, coaching support, and trainings to improve staff practices and program quality.
- Support the after school program's Assess – Plan – Improve continuous quality improvement processes by helping after school programs gather and review data on program quality, make plans for improvement, and receive training and coaching supports aligned to improvement plans.
- Bridge the after school program with school day goals, curriculum, instructional strategies, data, and strategies to ensure positive school culture and climate.
- Provide lesson planning support and lesson modeling to strengthen after school instruction.
- Help develop/design after school academic offerings and curriculum, and support alignment of after school activities with the Common Core standards.
- Provide on-site coaching to after school staff implementing literacy and math curriculum.

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

Quality Support Coaching Planning

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

- ☐ A credentialed teacher on staff who has effective skills and experiences in coaching and/or adult learning
- ☐ A qualified professional who is part of the school staff

☐ An OUSD coach connected to the school (i.e. LCI Literacy or Math coach, BTSA coach, etc.)
☐ Other individual (please specify in detail): _____

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

Teachers on Extended Contract for Direct Service

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

Please list specific after school classes/activities that will be facilitated by teachers paid on extended contract. Important note: Teachers on extended contract who are providing direct services to students after school must be paid at the negotiated rate of \$26.61/hr (per OEA contract). After school grant funds can be utilized for this direct service work. The Quality Support Coach cannot provide direct service to students. The Quality Support Coach is primarily responsible for providing coaching and training, and is paid at the negotiated Paid-In-Service rate of \$34.67 for their staff capacity-building services. Teachers doing direct service work after school must be paid with an extended contract. Note these pay rates may change if there are district pay raises next year.

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

Principal Signature: _____



Lead Agency Signature: _____



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

After School Safety and Emergency Planning	
<p>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.</p>	
<p>Indicate all actions that will occur to ensure after school safety and alignment with school day procedures for emergency preparedness and emergency response:</p>	
<p> <input checked="" type="checkbox"/> Site Administrator and ASP Site Coordinator will meet at beginning of school year to update After School Emergency Plan collaboratively. <input checked="" type="checkbox"/> Site will share Comprehensive School Site Safety Plan with after school partner. <input checked="" type="checkbox"/> School day and after school programs will coordinate emergency drill schedules & procedures (ie. earthquake, fire, and lockdown drills). <input checked="" type="checkbox"/> After School staff will participate in site-level faculty safety trainings. <input checked="" type="checkbox"/> School will provide after school staff with access to disaster supplies and other resources in case there is an emergency after school. <input checked="" type="checkbox"/> Site Administrator and ASP Site Coordinator will meet regularly to review after school incidences and update safety plans as needed. <input type="checkbox"/> Other. Specify: </p>	
<p>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.</p>	
<p>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.</p>	
<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>	
Facility Keys	
<p>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?</p>	
<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>	

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

SSO Staffing: (check one)

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

☐ Site does not need an SSO

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

Principal Signature:  _____

Lead Agency Signature:  _____

Section 17: Professional Development and Staff Wellness

<p>Professional Development Expectation</p> <p>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.</p> <p>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.).</p>	<p>a) What professional development, coaching, and training supports will be provided by the lead agency partner?</p> <ul style="list-style-type: none"> • Annual Program Planning (Goal Setting/Lesson Plan/ Curriculum Development) • Classroom Management • Creating Engaging and Effective Lesson Plans • Strengthening Pedagogy • Creating Positive Culture in Programs • Facilitation 101 • Reflection (Bricks & Roses) • Team Builders/Ice Breakers <p>b) What professional development opportunities will be provided by the school site?</p>
<p>Please review and sign off on the following:</p>	
<p>My lead agency and school partner understand that professional development helps ensure program quality. My program is committed</p>	

<p>to providing/accessing professional development opportunities for after school staff, based on needs identified by program data. My program will adequately budget for staff time to participate in professional development over the course of the year (for key line staff, recommended at least 20 hours of PD/year). <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>Staff Wellness Please describe ways your program will work to support staff wellness over the course of the year: At the end of every quarter, program will be shut down for one day to reflect on programming success and challenges. At this time we will engage in staff wellness through team activities such as yoga, hiking, team building, etc. We will also have on-going team bonding outside of work time.</p>
<p>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: In June 2016 Youth Together will support our line and programming staff with time to debrief about experiences and create new ways to develop positive experiences. We will all engage in developing a strong and transparent program plan to help provide a stronger vision entering next academic school year. Youth Together will be intentional around supporting strong foundations through our professional development trainings and model strong facilitation skills through strong lesson plans.</p>
<p>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 <i>Assess-Plan-Improve</i> 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:</p> <ul style="list-style-type: none"> - 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 <p>The CQI cycle is intended to be a collaborative process involving program staff, and can include other stakeholders (ie. youth leaders, school</p>

partners, parents, other community partners).

Review and mark all commitments:

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

- ☒ Lead agency will budget adequately to ensure program staff participate collaboratively in each step of the CQI process.
- ☒ Site coordinator will participate in CQI trainings to develop his/her leadership in leading continuous quality improvement processes.
- ☒ Lead agency director will provide coaching support and monitoring to Site Coordinator to ensure completion of a meaningful CQI process, and thoughtfully completed CQI deliverables.
- ☒ Site coordinator will share CQI data with Site Administrator and school staff.
- ☒ Lead agency and school partner will work collaboratively to support the implementation of the program's Quality Action Plan, including providing staff with adequate training and resources to improve the quality of their practices.

Principal Signature: _____

Lead Agency Signature: _____

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

Equitable Access: (must be completed by all programs that receive 21st Century Equitable Access funding)

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

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

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

21st Century Supplemental Programming during 2017-18 School Year	
Describe your planned programming on weekends, intercession breaks, and other non-school days during the 2017-18 school year. Your supplemental program plans must match your proposed supplemental program budget. (Please do NOT include summer program plans here; there will be a separate summer planning template.)	
Number of supplemental program days you plan to offer during the 2017-18 school year:	14
Dates of Service:	July 1 st – July 21 st , 2017
Hours of Operation: (note that supplemental programs must operate at least 3 hours/session)	9:00AM – 1:00PM
Description of Supplemental program activities: (describe goals of programming, target audience, planned activities, etc.) Youth Together will outreach, interview, hire, train, and supervise a cohort of 15 student leaders to help with the 9 th grade summer bridge program at Skyline. The students will help facilitate community-building activities to help orientate incoming 9 th graders.	

Principal Signature: _____

Lead Agency Signature: _____

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

School Site: _____

Lead Agency: _____

Middle School Athletics

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

Please identify the middle school sports activities that your after school program will be offering students this year in partnership with the OUSD Middle School Sports League.	<input type="checkbox"/> Co-ed Flag Football <input type="checkbox"/> Girls Cross Country <input type="checkbox"/> Boys Cross Country <input type="checkbox"/> Girls Basketball <input type="checkbox"/> Boys Basketball <input type="checkbox"/> Girls Soccer <input type="checkbox"/> Boys Soccer <input type="checkbox"/> Girls Track and Field <input type="checkbox"/> Boys Track and Field <input type="checkbox"/> Girls Volleyball <input type="checkbox"/> Boys Volleyball <input type="checkbox"/> Other: (Please describe _____)
--	--

- ☐ I understand that my middle school sports activities will be listed on my 2017-18 program schedule.
☐ I understand I will submit a Schedule of Field Trips and Off-Campus Activities form each semester, listing my program's after school athletic games and practices.
☐ I understand that all students participating in middle school sports will complete an OUSD Release of Liability and Assumption of Risk form for Middle School Sports League Activities.
☐ I understand that individuals providing coaching for middle school sports will need to go through the OUSD coaches hiring process.

Principal Signature: _____

Lead Agency Signature: _____

AFTER SCHOOL BUDGET PLANNING SPREADSHEET

WORMS AND SLUGS IN THE GARDEN

	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030	2030-2031	2031-2032	2032-2033	2033-2034	2034-2035	2035-2036	2036-2037	2037-2038	2038-2039	2039-2040	2040-2041	2041-2042	2042-2043	2043-2044	2044-2045	2045-2046	2046-2047	2047-2048	2048-2049	2049-2050	2050-2051	2051-2052	2052-2053	2053-2054	2054-2055	2055-2056	2056-2057	2057-2058	2058-2059	2059-2060	2060-2061	2061-2062	2062-2063	2063-2064	2064-2065	2065-2066	2066-2067	2067-2068	2068-2069	2069-2070	2070-2071	2071-2072	2072-2073	2073-2074	2074-2075	2075-2076	2076-2077	2077-2078	2078-2079	2079-2080	2080-2081	2081-2082	2082-2083	2083-2084	2084-2085	2085-2086	2086-2087	2087-2088	2088-2089	2089-2090	2090-2091	2091-2092	2092-2093	2093-2094	2094-2095	2095-2096	2096-2097	2097-2098	2098-2099	2099-2100	2100-2101	2101-2102	2102-2103	2103-2104	2104-2105	2105-2106	2106-2107	2107-2108	2108-2109	2109-2110	2110-2111	2111-2112	2112-2113	2113-2114	2114-2115	2115-2116	2116-2117	2117-2118	2118-2119	2119-2120	2120-2121	2121-2122	2122-2123	2123-2124	2124-2125	2125-2126	2126-2127	2127-2128	2128-2129	2129-2130	2130-2131	2131-2132	2132-2133	2133-2134	2134-2135	2135-2136	2136-2137	2137-2138	2138-2139	2139-2140	2140-2141	2141-2142	2142-2143	2143-2144	2144-2145	2145-2146	2146-2147	2147-2148	2148-2149	2149-2150	2150-2151	2151-2152	2152-2153	2153-2154	2154-2155	2155-2156	2156-2157	2157-2158	2158-2159	2159-2160	2160-2161	2161-2162	2162-2163	2163-2164	2164-2165	2165-2166	2166-2167	2167-2168	2168-2169	2169-2170	2170-2171	2171-2172	2172-2173	2173-2174	2174-2175	2175-2176	2176-2177	2177-2178	2178-2179	2179-2180	2180-2181	2181-2182	2182-2183	2183-2184	2184-2185	2185-2186	2186-2187	2187-2188	2188-2189	2189-2190	2190-2191	2191-2192	2192-2193	2193-2194	2194-2195	2195-2196	2196-2197	2197-2198	2198-2199	2199-2200	2200-2201	2201-2202	2202-2203	2203-2204	2204-2205	2205-2206	2206-2207	2207-2208	2208-2209	2209-2210	2210-2211	2211-2212	2212-2213	2213-2214	2214-2215	2215-2216	2216-2217	2217-2218	2218-2219	2219-2220	2220-2221	2221-2222	2222-2223	2223-2224	2224-2225	2225-2226	2226-2227	2227-2228	2228-2229	2229-2230	2230-2231	2231-2232	2232-2233	2233-2234	2234-2235	2235-2236	2236-2237	2237-2238	2238-2239	2239-2240	2240-2241	2241-2242	2242-2243	2243-2244	2244-2245	2245-2246	2246-2247	2247-2248	2248-2249	2249-2250	2250-2251	2251-2252	2252-2253	2253-2254	2254-2255	2255-2256	2256-2257	2257-2258	2258-2259	2259-2260	2260-2261	2261-2262	2262-2263	2263-2264	2264-2265	2265-2266	2266-2267	2267-2268	2268-2269	2269-2270	2270-2271	2271-2272	2272-2273	2273-2274	2274-2275	2275-2276	2276-2277	2277-2278	2278-2279	2279-2280	2280-2281	2281-2282	2282-2283	2283-2284	2284-2285	2285-2286	2286-2287	2287-2288	2288-2289	2289-2290	2290-2291	2291-2292	2292-2293	2293-2294	2294-2295	2295-2296	2296-2297	2297-2298	2298-2299	2299-2300	2300-2301	2301-2302	2302-2303	2303-2304	2304-2305	2305-2306	2306-2307	2307-2308	2308-2309	2309-2310	2310-2311	2311
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Required Signatures for Budget Approval

Principles

Lead Agent /

Bryl

Exhibit C

OAKLAND UNIFIED SCHOOL DISTRICT
21 CENTURY ASSETS HIGH SCHOOL AFTER SCHOOL PROGRAMS

PARENT PERMISSION AND STUDENT INFORMATION

I give my child permission to participate in the 2017-18_____After School Program.

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

Student's Name

Grade

Date of Birth

Parent/Guardian Name (Please print)

Email Address

Home Address

City

Zip

Home Phone

Work Phone

Cell Phone

EMERGENCY CONTACT INFORMATION

In case of emergency please contact:

Name

Relationship

Phone: work/home/cell

Does your child have health coverage?

____ Yes

____ No

Name of Medical Insurance

Policy/ Insurance #

Primary Insured's Name

Name of Child's Doctor

Telephone

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

Parent/Guardian Name

Signature

Date

RELEASE OF LIABILITY

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

☒ Parent/Guardian Signature: _____ Date _____

STUDENT RELEASE

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

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

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

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

☒ _____
Parent/Guardian/Caretaker Signature Date

PERMISSION TO EVALUATE PROGRAMS AND TRACK STUDENT PROGRESS

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

☒ _____ Parent/Guardian Signature

PHOTO/VIDEO RELEASE

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

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

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



____ Parent/Guardian Signature

**OUSD After School Programs
2017-2018
Student Health Form**

School Site: _____

STUDENT INFORMATION

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

Grade in 2017-18 _____ **Language spoken in the home** _____

PARENT/GUARDIAN INFORMATION

Parent/Guardian Name (First, Last) _____

Student's Home Address _____

Phone (home) _____

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

EMERGENCY

In case of emergency, please contact:

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

Phone Number: _____

HEALTH

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

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

Medications needed during the school day: _____

Medications needed after school hours: _____

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

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

See your School Nurse/Health Services for more information.

Authorization to treat minor:

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

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

Date: _____ Parent or Guardian Signature: _____

Print Name: _____

Does your child have vision problems? _____

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

Is your child supposed to wear glasses? _____

Please return this form immediately to the after school program.

Thank you!

Exhibit D

SCHEDULE OF FIELD TRIPS, OFF SITE EVENTS AND OFF SITE ACTIVITIES FOR AFTER SCHOOL PROGRAM

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

Contact Information:

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

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

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

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

Site Coordinator Signature _____ Date _____

Lead Agency Director Signature _____ Date _____

Site Administrator Signature _____ Date _____

Exhibit E

EAST BAY REGIONAL PARK DISTRICT

WAIVER AND RELEASE OF LIABILITY AND INDEMNITY AGREEMENT

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

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

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

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

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

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

Participant's Name _____
(Print)

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

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

EBRPD Waiver - Sports Use
Rev 10/9



Exhibit F

OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools. Thriving Students.

INVOICING AND STAFF QUALIFICATIONS FORM 2017-18

Basic Directions

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

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

Agency Information

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

Employee, Agent, or Subcontractor Name	ATI #	Current TB Clearance Documentation on File	IA Requirement Documentation on File
		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

PROCEDURE FOR INVOICING

Oakland Unified School District Comprehensive After School Programs 2017-2018

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

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

The tentative schedule for OUSD payments is anticipated as follows:

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

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

PROCEDURES FOR PAID INSERVICE/EXTENDED CONTRACTS AND TIME SHEETS OUSD CERTIFICATED TEACHERS 2017-2018

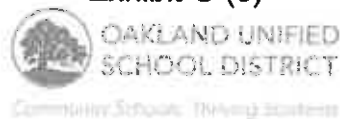
The following procedures are required in submitting fiscal forms for Paid Inservice/Extended Time for OUSD employees utilizing 21st Century and/or ASES funding:

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 In-service/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 Inservice/Extended Contract Timesheets Due to After School Programs Office on the following anticipated dates:	OUSD Anticipated Payroll Issue Dates ***Please note: Allow 45 days processing time for the first submission. Future submissions take approximately 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 OUSD After School Programs Office in order to be processed and paid. Please see payment schedule in chart below. **Forms that are submitted after the due dates listed below will be paid on the following Payroll Issue Date.** We are located at 1000 Broadway, Suite 150.
- ◆ *Rate varies depending on employee's hourly rate*

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

12/5/2016

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

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

PRODUCER Calender-Robinson Company, Inc. FB0267063 300 Montgomery St., Suite 888 San Francisco CA 94104	CONTACT NAME: Katherine Berkman PHONE (A/C No. Ext): (415) 978-3800 E-MAIL ADDRESS: kberkman@calrob.com FAX (A/C No.): (415) 978-3825														
INSURED Youth Together, Inc. 1714 Franklin Street #100-153 Oakland CA 94612	<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: Nonprofits' Ins. Alliance of CA</td><td>NIAC</td></tr><tr><td>INSURER B:</td><td></td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Nonprofits' Ins. Alliance of CA	NIAC	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Nonprofits' Ins. Alliance of CA	NIAC														
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES

CERTIFICATE NUMBER: CL1612517255

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WORD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		2016-14283-NPO	12/22/2016	12/22/2017	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 500,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$ 20,000</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$ 1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$ 2,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$ 2,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000	MED EXP (Any one person)	\$ 20,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COMP/OP AGG	\$ 2,000,000		\$
EACH OCCURRENCE	\$ 1,000,000																			
DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000																			
MED EXP (Any one person)	\$ 20,000																			
PERSONAL & ADV INJURY	\$ 1,000,000																			
GENERAL AGGREGATE	\$ 2,000,000																			
PRODUCTS - COMP/OP AGG	\$ 2,000,000																			
	\$																			
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		2016-14283-NPO	12/22/2016	12/22/2017	<table border="1"><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$ 1,000,000</td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr><tr><td></td><td>\$</td></tr></table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$		\$				
COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000																			
BODILY INJURY (Per person)	\$																			
BODILY INJURY (Per accident)	\$																			
PROPERTY DAMAGE (Per accident)	\$																			
	\$																			
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$</td></tr><tr><td>AGGREGATE</td><td>\$</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$	AGGREGATE	\$		\$								
EACH OCCURRENCE	\$																			
AGGREGATE	\$																			
	\$																			
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				<table border="1"><tr><td>PER STATUTE</td><td>OTH-ER</td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$</td></tr></table>	PER STATUTE	OTH-ER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$						
PER STATUTE	OTH-ER																			
E.L. EACH ACCIDENT	\$																			
E.L. DISEASE - EA EMPLOYEE	\$																			
E.L. DISEASE - POLICY LIMIT	\$																			
A	Sexual misconduct liability		2016-14283-NPO	12/22/2016	12/22/2017	<table border="1"><tr><td>Each claim</td><td>\$ 1,000,000</td></tr><tr><td>Aggregate</td><td>\$ 1,000,000</td></tr></table>	Each claim	\$ 1,000,000	Aggregate	\$ 1,000,000										
Each claim	\$ 1,000,000																			
Aggregate	\$ 1,000,000																			

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

Certificate holder is included as additional insured as per the attached endorsement

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Katherine Berkman/KEB

Named Insured: Youth Together, Inc.

Policy: 2016-14283-NPO

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 Person or Organization:

Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy, and for which a certificate of insurance naming such person or organization as additional insured has been issued, but only with respect to their liability arising out of their requirements for certain performance placed upon you, as a non-profit organization, in consideration for funding or financial contributions you receive from them. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) 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:

- A. In the performance of your on-going operations; or
- B. In connection with your premises owned by or rented to you

THE INSURANCE provided under this endorsement is primary & non-contributory to any other valid & collectible insurance carried by the additional insured entity and this insurance will apply separately to each insured against whom a claim is made or a suit is brought.

Exhibit I

STATEMENT OF QUALIFICATIONS

INSERT HERE



Youth Together

Building Just Communities Through Multiracial Leadership Development and Organizing

1714 Franklin Street #100-153 Oakland, CA 94612

Telephone: (510) 992-3871

July 2nd, 2017

Statement of Qualifications/Agency Description

Grounded in the commitment to peace, unity and justice, Youth Together's mission is to address the root causes of educational inequities by developing multiracial youth organizers and engaging school community allies to promote positive school change. Youth Together emerged in 1996 following interracial violence at Castlemont High School in Oakland, California and Richmond High School in Richmond, California, which resulted in temporary emergency closures of these schools. Outraged by the neglected conditions of their schools leading up to these riots, students and community members identified educational inequities as a root cause. Youth Together was founded in response to this outrage and has received local and national recognition as a model program, as well as numerous awards.

Youth Together has a 20-year legacy of grassroots community organizing and education campaign success as a result of its successful leadership model.

Milestones include:

- 1) YT youth successfully campaigned for more equity through the Local Control Funding Formula Statewide Campaign
- 2) YT youth successfully campaigned for reformed youth leadership standards and programming in the OUSD
- 3) YT youth leaders successfully campaigned for numerous district-wide policy reforms in OUSD including a 2010 resolution to support district-wide implementation of an A-G policy, ensuring that all courses offered in high school allow students to graduate eligible for UC's and CSU's

Services Provided: (1) Youth Leadership Development and Academic Support: YT Student Leaders recruit and support youth organizers (aged 13-21) from four high schools in low-income communities of color in Oakland, CA - Castlemont HS, Skyline HS, Fremont HS, and also Richmond HS in Richmond, CA. The YT leadership team is comprised of 12 Lead Student Organizers and 120 core team members. Through the team, YT develops the leadership and organizing skills of a core group of youth, imparting practical skills in public speaking, outreach, issue assessment, strategy development, and civic engagement. The YT leadership teams address whole-school conditions by promoting school change initiatives.

YT's Academic Support Program provides services in the areas of individualized academic counseling, tutoring, and assisting with college preparation requirements (i.e. college tours and assistance with completing college applications, etc.); (2) Kids Count Campaign (Education Equity): All YT youth leaders participate in this campaign which began in 2011. The campaign seeks to transform funding for public education at a state level. YT youth leaders identified educational inequity as a root cause of racial inequity in their communities and



Youth Together

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chose education finance reform as the campaign focus to change school and community conditions. Campaign Milestones: (a) Three YT Youth Leadership Retreats, attended by 50 students, where they engaged in leadership skill development, the study of school finance in California; (b) the creation of campaign support cards with over 2,100 collected to date; (c) Delegation visits, Stakeholders meetings and Advocacy conversations with both Senate and Assembly Education committees, including Senator Loni Hancock, OUSD Superintendent Tony Smith, Alameda CO Superintendent Sheila Jordan; (d) formal campaign endorsements from OUSD school Board Members Noel Gallo and Chris Dobbins, Richmond Mayor Gayle McLaughlin, and San Pablo City Council member Genoveva Garcia Calloway; and (e) participation in the creation of the Governor's 2012 Education Funding Proposal;

Youth Together has been recognized for its outstanding work with youth organizing. Some of our awards include:

- "Promising Practice" by the President's Initiative on Race
- Yuri Kochiyama and Thomatra Scott "Passion for Justice" youth award
- "Bridge of Peace" Award from the InterRacial Sisterhood Project
- "Racial Reconciliation Award" from Allen Temple
- "Promising Practice" by the California Lieutenant Governor's Commission for One California
- "Effective Violence Prevention Practice" by California's Choices for Youth Campaign
- 2007 Street Soldiers Award "Community Achievement Award" from the Berkeley Community Fund
- "Youth Activism Award" from the California Teacher's Association Peace and Justice Caucus (2004 and 2007) 2007
- "Making Democracy Work Award" from the League of Women Voters
- "Community Achievement Award" from Public Advocates



Youth Together

Building Just Communities Through Multiracial Leadership Development and Organizing

1714 Franklin Street #100-153 Oakland, CA 94612

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One Land One People Skyline High School Youth Center

During Youth Together's twenty-one years of work in the community emerged the school-based One Land One People Youth Center Collaborative. Youth Together developed multi-service student centers and collaborative called One Land One People (OLOP). OLOP Collaborative and Youth Centers are networks of in-school and community-based service providers who offer programming on-campus through centralized OLOP Youth Centers. The successful implementation of the OLOP Collaborative model is based on the participation of an informed and active base of parents, students and service providers.

Since the Fall of 2002, the One Land One People Skyline High School Youth Center Collaborative has supported thousands of students and parents. Indicated below are the more recent years, Youth Together Skyline OLOP Youth Center has supported Oakland students and parents.

Youth Together's OLOP Youth Centers are currently in place at Castlemont and Skyline High School. They are in part designed to shift school climate and engage community allies to be a part of creating positive school change. More specifically, one component of OLOP is to meet the academic needs of students who are at risk of being disconnected from high school and post-secondary education through providing services in the areas of individualized academic counseling, tutoring and assisting with college preparation requirements, including but not limited to San Francisco Bay Area college tours and assistance with completing college applications. In 2014 to 2015, Skyline Youth Center focused on providing quality and meaningful after school internships, intensively supporting seniors with college materials, the successful transition of incoming 9th graders and increase family support of failing students. In 2015 to 2016, the Skyline Youth Center launched a summer workshop series for Spanish Speaking parents where more than 40 participants became more informed on their children's education, utilizing OUSD aeries system, and even learning about school governance. Youth Together also helped shape the College Access Team by bringing service providers, counselors, district specialist, and administration together to create a college culture at Skyline. This past year in 2016 to 2017, YT utilized the 21st century funds to expand services in the morning hours such as providing a safe space in the Library and promoting healthy life-style with open gym and exercise room.



Youth Together

Building Just Communities Through Multiracial Leadership Development and Organizing

1714 Franklin Street #100-153 Oakland, CA 94612

Telephone: (510) 992-3871

Staff Member After-School Title	Youth Together Skyline High School After-School Program Highlights 2016-2017
Edwin Gomez Academic Coach	<ul style="list-style-type: none"> • Facilitated afterschool study hall every Monday and Wednesday in the library for 36 football players. • Average of 20 football players participated in study hall each session • Held 1-on-1 mentoring and counseling sessions with players • Met with players' teachers to create a collaborative effort for students' success in that class
Guadalupe Gomez Family Engagement Liaison	<p>Hosted and facilitated the following workshops/programs:</p> <p>Titan Parent Summer Program (July 2016):</p> <ul style="list-style-type: none"> • Provided 4 workshop sessions (Once a week) for parents • Goal: 25 parent participants, ended the program with 40 parent participants <p>Monthly Workshops (August 2016-May 2017):</p> <ul style="list-style-type: none"> • Conducted monthly workshops on family concerns, and educational ... (10 total) • Goal: 20 parents, ended the program with 42 unduplicated parents <p>Attendance Interventions</p> <ul style="list-style-type: none"> • Held 20 attendance interventions to prevent the SART Evaluations <p>SART Evaluation for ELL Families (August 2016-May 2016)</p> <ul style="list-style-type: none"> • All student participants received Academic Performance Contracts • Goal: 50 SART, ended the program with 82 unduplicated families, 50% completed program, 30% improved attendance <p>Campus Lunch Walks (August 2016-May 2017)</p> <ul style="list-style-type: none"> • Encouraged student parents to walk around Skyline's campus once a week to increase the presence of parents on the campus, increase the parent-teacher conference/interactions, ...students in the classrooms and more communication between administration and parents. • Goal: open, ended with 65 unduplicated parents walking through Skyline High School <p>Daily Support (August 2016- May 2017)</p> <ul style="list-style-type: none"> • Assisted parents, teachers, students and administrations with various request/tasks



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	<ul style="list-style-type: none"> • Set-up parent-teacher conference • Provided translation services in the LEP meetings • Make route phone calls to parents • Connected families with community services/resources (I.e. Legal services, health clinics, etc.) • Conducted conflict mediations
Eric Adams Michelle Cabal Youth Organizer Program Coordinator	<p>Hosted and facilitated the following workshops/programs:</p> <p>Summer Programs:</p> <ul style="list-style-type: none"> • Facilitated a 3-week summer program for 15+ students • Conducted 24-30 workshops <p>Lead Student Organizers:</p> <ul style="list-style-type: none"> • Fall: LSO meeting: 13 workshops/meetings at each site, Core Team: 9-12 workshops/meeting (240 students served), Held 1 regional meeting with 6 LSOs • Spring: LSO Development: 14 meetings & workshops/planning sessions, hosted regional "fun" retreat in Santa Cruz with 4 LSOs, LSOs presented @ MS ECS w/ACC, attended ACC Superintendent community fishbowl & had a LSO Interviewed • Spring: Core Team Development: 9-12 meetings & workshops/planning sessions with Core Team and LSOs with approximately 80 students • Spring: Held 3 regional LSO team meetings at CHS, offered 800 units of service through CHS OLOP, facilitated 3 service projects with BMOC at CHS, helped fund & organize Field Day @ CHS, Provided breakfast @ 3 "Student of the Month" celebrations. <p>Unity Day:</p> <ul style="list-style-type: none"> • Fall: Castlemont High School: 210 students served, Skyline High School: 421 students served • Spring: Castlemont High School: 474 students served, offered over 25 workshops, held 3 lunchtime & afterschool events <p>Ethnic Studies Convening:</p> <ul style="list-style-type: none"> • 48 Oakland Youth at UC Berkeley, Multicultural Center <p>Black Panther Party Exhibit Field Trip:</p> <ul style="list-style-type: none"> • 9 SHS and CHS students present <p>Student Empowerment Plans:</p> <ul style="list-style-type: none"> • SHS: 68 OR 6-8 and CHS: 8-10 <p>Ethnic Studies Conference</p> <ul style="list-style-type: none"> • Over 100 youth participated • Held 8-10 convening planning meetings with 3 other community organizations



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	(AYPAL, BAY PEACA & RYSE)
Nancy Phan Internship/ After-School Site Assistant	<p>Hosted and facilitated the following workshops/programs:</p> <ul style="list-style-type: none"> • July/August: Summer Institute, Link Learning • August: Intern training, Registration, Camping retreat, Freshman Orientation • Sept-May: 1st Fridays, Newsletter, Check-ins, Friday meeting (Student led check-ins/celebration) • January: Tahoe Trip • February: 13th viewing/discussion, team building, intern led workshops • March: Applications out • April: 2 Classroom presentations • May: Internship interview • June: End of the year celebration <p>Ended the school year with 15 interns.</p>
Rodney Kirkpatrick After-School Operations	<ul style="list-style-type: none"> • Organized and redecorated the Youth Center • Supervised the Youth Center and students throughout the day, ensuring that all students signed in and checked their class schedules to ensure they were not skipping class • Inputted data into City Span • Created new and updated sign-in sheets for all programs, scanned all sign-in sheets • Order snacks for programs daily • In charge of Drivers Ed program <p>Cleaned and reOrganized Youth Center at the end of each day</p>
Danielle Armstrong Former DCAC/EAOP College Advisor 2017-18 After-School Program Site Coordinator	<p>Hosted and facilitated the following workshops/programs:</p> <ul style="list-style-type: none"> • Hosted over 184 workshops during the school year: 1 Cash for College, 2 College Nights, 2 summits for students and families @ UCB, presentations to all seniors every month paired with another grade level, community college 4-year college financial aid support labs, college panels at UCB and Edendale Middle School, Free SAT Prep class for 80 seniors, "I applied" Celebrations, 4 Decision Day Celebrations (SHS, Tech < SLZ, SLHS), 2 HEW college fairs (SHS & SLHS), 2 Achieve UC workshops (SHS & Hercules High), EAOP cohort meetings (EAOP summer enrichment programs, EAOP recruitment) • Hosted and assisted with field trips to UCD, UCB, OUSD College Fair, OUSD



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Empower Me tour

- Hosted Community College fair & 5th period CCC panel with Over 60 seniors present
- Organized lunchtime College Rep visits (Brown University, UCSD, UCSC, Bethune Cookman University etc.)
- Participated in AAMA Conference at Monteria Middle School
- Participated in Thanksgiving Break college essay support at Tech
- Founder and member of the DCAC Fellow Advisory Board: Help plan 10-year celebration, plan advisor bonding activities, help to restructure/redesign summer training for new and returning advisors

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

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

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

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

OAKLAND UNIFIED SCHOOL DISTRICT

□!!President, Board of Education
□!!Superintendent or Designee

Secretary, Board of Education

AGENCY

EMPLOYEE



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July 2nd, 2017

VERIFICATION AGENCY LETTER

To Whom It May Concern:

On behalf of Youth Together, we verify that all employees, volunteers, and agents working in Oakland Unified School District's after school programs at Skyline High School have been cleared of TB (tuberculosis) and have been cleared of background check through the Department of Justice and FBI for the 2017-2018 academic school year.

Sincerely,



Tony Douangviseth
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.

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

Agency Information

Agency Name	Youth Together	Agency's Contact Person	Tony Douangviseth
Street Address	1714 Franklin Street #100-153	Title	Executive Director
City	Oakland	Telephone	510-531-4387
State	CA	Zip Code	94612
Email	tdouangviseth@youthtogether.net		
OUSD Vendor Number	1025567		
Attachments	<input type="checkbox"/> Proof of general liability and workers' compensation insurance <input type="checkbox"/> Statement of qualifications <input type="checkbox"/> Printout showing this vendor does not appear on the Excluded Parties List. (www.sam.gov/portal/public/Sam/)		

Compensation and Terms – Must be within OUSD Billing Guidelines

Anticipated Start Date	July 1, 2017	Date work will end	August 17, 2018	Total Contract Amount	\$ 234,130.00
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Resource #	Resource Name	Org Key #	Object Code	Amount	Req. #
4124	21st CCLC - Core	3061875401	5825	\$ 199,774.00	
4124	21st CCLC - Eq Access	3061877401	5825	\$ 17,178.00	
4124	21st CCLC - Fam Lit	3061876401	5825	\$ 17,178.00	
			5825	\$	

OUSD Contract Originator Information

Name of OUSD Contact	Nancy Bloom	Email	Nancy.Bloom@ousd.org	
Telephone	510-482-7109	Fax	510-482-7296	
Site/Dept. Name	306/Skyline High School	Enrollment Grades	9th	through 12th

Approval and Routing (in order of approval steps)

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

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

Please sign under the appropriate column.	Approved	Denied – Reason	Date
1. Site Administrator			7-19-17
2. Resource Manager			7/25/17
3. Network Superintendent / Executive Director			8/10/17
4. Cabinet (SBO, CFO, CSO, Deputy Chief)			
5. Board of Education or Superintendent			
Procurement	Date Received		

SAM Search Results
List of records matching your search for :

Search Term : youth* together*
Record Status: Active

ENTITY	Chelan Douglas for Drug Free Youth	Status:Active
DUNS: 927663583	+4:	CAGE Code: 6AV95 DoDAAC:
Expiration Date: May 23, 2018 Has Active Exclusion?: No Debt Subject to Offset?: No		
Address: 11 SPOKANE ST STE 303		
City: WENATCHEE	State/Province: WASHINGTON	
ZIP Code: 98801-6130	Country: UNITED STATES	