Board Office Use: Le	gislative File Info.
File ID Number	18-0696
Introduction Date	4/25/18
<b>Enactment Number</b>	18-0666
Enactment Date	4/25/18 os



#### Memo

memo	The Board of Education
From	Kyla Johnson-Trammell, Superintendent
Board Meeting Date (To be completed by Procurement)	<u></u>
Subject	Memorandum of Understanding Amendment - 1  Safe Passages Oakland CA (contractor, City State)  131/Laurel Elementary School (site/department)
Action Requested	Approval of the Amendment to the Memorandum of Understanding between Oakland Unified School District and Safe Passages  Services to be primarily provided to 131/Laurel Elementary School for the period of July 1, 2017 through August 17, 2018 for
Background A one paragraph explanation of why an amendment is needed.	The After School Education and Safety (ASES) Program Grant funds the establishment of local after school education and enrichment programs. These programs are created through partnerships between schools and local community resources to provide literacy, academic enrichment and safe, constructive alternatives for students in kindergarten through ninth grade. An amendment is needed to provide ten (10) additional hours of service for three school instructors to participate in professional development to focus on continuous program improvement and training on the SAPQA and also two (2) hours for prep time per week.
Discussion One paragraph summary of the amended scope of work.	Approval by the Board of Education of Amendment No. 1 to the Memorandum of Understanding between the District and Girls, Incorporated of Alameda County, Oakland, CA, for the latter to provide ten additional hours of service for three school instructors to participate in professional development to focus on continuous program improvement and training on the SAPQA and also two hours for prep time per week for the After School Program at Laurel Elementary School for the period of July 1, 2017 through August 17, 2018, in the amount of \$8,890.00, increasing the agreement from \$93,628.00 to an amount not to exceed \$102,518.00. All other terms and conditions of the contract remain in full force and effect.
Recommendation	Approval of the Amendment to the Memorandum of Understanding between Oakland Unified School District and Safe Passages  Services to be primarily provided to 131/Laurel Elementary School for the period of July 1, 2017 through August 17, 2018
Fiscal Impact	Funding resource name (please spell out) 6010/After School Education and Safety (ASES) Grant_not to exceed \$ 8,890.00
Attachments	<ul> <li>MOU Amendment</li> <li>Copy of original MOU</li> </ul>



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

Legislative File ID No. 18-0696
Department: 131/Laurel Elementary School
Vendor Name: Safe Passages
Contract Term: Start Date: 07/01/2017 End Date: 08/17/2018
Annual Cost: \$ 8,890.00
Approved by: Martha Pena
Is Vendor a local Oakland business? Yes V 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 V
If No, answer the following:
1) How did you determine the price is competitive?
The California Department of Education allocates site-specific grant funding to OUSD schools. The lead agency partner works in collaboration with the school site administrator to complete an after school budget plan specifying the requested after school services and agreed upon cost of services. The final contract amount for the agency is approved by the school site administrator and by the OUSD Expanded Learning Office, once budget plans are approved for compliance and program plans meet CDE requirements. The lead agency leverages additional funding and in-kind resources to augment the contracted amount from OUSD to support high quality program implementation.

Legal 1/12/16

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

Board Office Use: Legi	slative File Info.
File ID Number	18-0696
Introduction Date	4/25/18
Enactment Number	18-0666
Enactment Date	4/25/18 os



### AMENDMENT NO. 1 TO MEMORANDUM OF UNDERSTANDING

Th	e Oakland	Unified School	District (OUSD) and Safe	Passages		(Agency) ent	ered into a Memorandum
	of Unde	erstanding (MO	U) on_July 1, 2017_	T	he parties agree to a	mend that Ag	reement as follows:
1.	If scope of materials,	of work changed additional sites to	<b>f:</b> Provide the revised sco receive services, addition	ope of work al duties, a	cincluding description	of expected fina	nal Scope of Work Attached al results, such as services, as necessary.
	Agency ag	grees to provide	the following amended	services:			
	Safe Passa program im School.	ges will provide ten provement and trai	additional hours of for three s ning on the SAPQA and also t	school instructiwo hours for	ctors to participate in profe prep time per week for th	essional developn e After School Pr	nent to focus on continuous ogram at Laurel Elementary
2.	Terms (de		The term of the MOU is <u>unc</u> erm of the MOU is exte		☐ The term of the		ged. s/weeks/months), and the
	amended	expiration date	is		additional	(uays	weeks/months), and the
3.	Compens		he compensation is <u>uncha</u>		447.04E	on has <u>changed</u>	Į.
	Increase	se of \$ <u>8,890.00</u>	to original MOU am	nount – Fun	ding Source: After Scho	ol Education and	Safety (ASES) Grant
	☐ Decrea	ase of \$	to original MOU ar	mount– Fur	nding Source:		
		Cumulative Amou	unt of ISA(s)is not to exce				
4.	Remainir and in full	ng Provisions: force and effec	All other provisions of as originally stated.	f the MOU	J, and prior Amendm	ent(s) if any,	shall remain unchanged
5.	Amendm	ent History: 🎚	There are no prior amen	dments to t	this MOU. 🔲 This MO	U has previousl	y been amended as follows:
	No.	Date	General De	scription of	Reason for Amendme	nt	Amount of Increase (Decrease)
							\$
							\$
							\$
6.	signature DAKLAND U	This MOU is r by the Board o JNIFIED SCHOO	f Education, and/or the S	Superinter	I be made to Agency ndent as their designed AGENCY	until it is appree.	roved. Approval requires
		, Board of Educa	$ \begin{array}{c}                                     $		Print Name, Title	Alvara	B Merry
-	Secretary Re	nard of Education					

OUSD After School Programs 2017-1859 Scope of Work for ASES Grant Increase

Lead Agency Partner: SAFE PASSAGES

Additional ASES grant dollars are intended to be used for the following primary purposes:

School Site: LAUREL

- Increase after school staff pay rates
- Provide additional hours of Professional Development and prep time to after school program staff
- Pay for additional critical after school staff

Please complete the table below to describe how the additional ASES grant dollars will be utilized to support your after school program staff. This summary should match additional allocations added to your revised after school budget. Only complete the rows relevant for your program site.

Purpose	Description
Increase after school staff pay rates	AMERICORPS stipends will be increased by \$1000 for the program year. The total of this budget augmentation is \$3,0000.
Provide additional hours of Professional Development and prep time to after school program staff	Three after school instructors will receive 10 hours of additional professional development and two hours of additional prep time per week. Professional development will focus on continuous program improvement and training on the SAPQA. The total of this budget augmentation is \$5,642.73
Pay for additional critical after school staff	N/A
Other	N/A
Principal Signature:	Date: 9/8/17

Sit								
Name Site #		100		ASE	DECY Match Funds	Program Foos ( splic iblo		Other Lea Agency Fund
F162 A	of students to be served daily (ADA): 63		Reference Appli	Texamolista Historyaya	O al Al el c	Vertilanio	0/6550	Load Agenc
CENTRA	TOTAL GRANT AWARD COSTS INDIRECT ADMIN EVAL PD CUSTODIAL		122,	850.00	72,000.00	1 SANAGARA	0.00	0.00
SUPPLIE	OUSD Indirect (5%)		5,850.00	tanananananan	*********			
	OUSD ASPO admin, evaluation, and training/lechnical assistance costs	150	7,654.21					*****
	Custodial Staffing and Supplies at 3.5%		3,827.10		**************			
	TOTAL SITE ALLOCATION	TO VOICE		518.69			**********	*************
CERTIFIC	ATED PERSONNEL			***********	************			V 100 100 100 100 100 100 100 100 100 10
1120	Quality Support CoactyAcademic Lawcon REQUIRED		2,500,00				0.00	
1120	Certificated Teacher Extended Contracts- meth or ELA academic intervention (required for MS)		0.00				0.00	
	Certificated Teacher Extended Contracts- ELL supports Total certificated	ES						
CLASSIFI	ED PERSONNEL		2,500.00	100000000000000000000000000000000000000			0.00	
2205 2220	Site Coordinator (list here, if distinct employee) SSO (optronal)		0.00	0.00	***************************************	MANUEL NAME OF THE PARTY OF THE	0.00	0.00
		W	0.00				900	
BENEFITS			0.00	0.00			0.00	0.00
3000's	Employee Benefits for Certificated Teachers on Extended Contract (benefits at 20%)		500.00			**********		***************************************
3000's	Employee Benefits for Classified Staff on Extra Time/Overtime (benefits at 22%) Employee Benefits for Salaried Employees (benefits at	U-SI	0.00					
3000's	Employee Benefits for Salaried Employees (benefits at 42%)	153	0.00					<u> </u>
3000's	Lead Agency benefits (rate: 25%) Total benefits		500.00	10,000.00	12.110.00		*******	
300KS 4	ND SUPPLIES		500.00	10,020,00	12,110.00	3//	0.00	0,00
4310 4310	Supplies (CUSD only, except for Summer Supplemental) Curroutum (CUSD only)		0.00		517.00		0.00	0.00
5829	Field Trips		0.00	8222222222	*************	0000000000	0.00	0,00
4420	Equipment (OUSD only) Building Infantional Communities curriculum (required for		0.00	***********	***********	*******	0.00	0.00
	21st Century middle school sites allocate at same level as 2014-15)							
	Bus tickets for students District professional development on district PD days							
	(Bridging the Bay conference, Youth Work Methoda Irrainings)			500.00				
ONTRAC	Total books and supplies TED SERVICES		0.00	500,00	517,00	0.01	0.00	0.00
5825	Site Coordinator (list here if CBO staff)	V V		37,358.00	7.642.00			
5825	Literacy Academio Enrichment Instructors (required for ES) 3 x \$20 4/hr x 20hrs x 38 wks+ 3 x \$20.4 x 30hrs			48,409.20				
5825	1 MattvEnrichment instructor \$19.2 x 18/hr x 38wks+\$19.2 x 20hrs	132		318 33	13,518 80			65.67
5825	FSCS Director/program support 1 FTE x .10 AmeriCorps Mentors 3 Members x \$766.66 sepens/month	200			10,000,00			
	x 10 months = 23,100			1,000.00	20,100 00			
5825	Program Assistant \$21 6/hr × 47 hrs Total services	7	0.00	89,086,53	1,088.20 52,317.00	D.00	0.00	
ם מאוא א	RECT SERVICES Total value of in-kind direct services		10000	II				
EAD AGE	NCY ADMINISTRATIVE COSTS			recented at a fait	***********		AREF	#REF
	Lead Agency admin (4% max of total contracted \$)			2,933.16			*******	
LETOTA			yearen		7,056.00	***		0.00
	Subtotals Admin/Indirect	85.00	4,837.01 15,494.30	99,585.53 2,933.16	64,944,00 7,056.00		#REFI	65.67
OTALS						9,00	XXXXXXXXXXXXXXXXXXXXXXXXXXXX	0.00
	Total budgeted per column Total BUDGETED	Obj.	20,331.31		72,000	0.00	#REFI	65.87
	BALANCE remaining to allocate	100.00		50.00	72,000	0.00	#REFI	65.67
والوا	TOTAL GRANT AWARDIALLOCATION TO SITE	VI	122.0	BUILDING TO VIEW	77.00.00		Alexander	
S20 177	TCH REQUIREMENT:							
	ires a 3.1 match for every greet award dollar emerded.	16						
otal Matci	amount required for this grant:	3 2 11	40,950.00					
	ount toward 25% of this match requirement; match amount required:		10,237.50					
latch shou	ald be met by combined OFCY funds, other site funds		30,712.50					
rivate doil	ars, and in-kind resources. This total equals:		72,000.00 -41,287.50					

Required Signatures for Budget Approve

9/8/17



#### 2017-2018 MEMORANDUM OF UNDERSTANDING **AMENDMENT ROUTING FORM**

#### **Basic Directions**

Services beyond the original MOU cannot be provided until the amendment has been fully approved and the Purchase Order amount, if applicable, has been increased by Procurement.
1. Agency and OUSD contract originator reach agreement on modification to original MOU.
2. Agency and OUSD contract originator complete an MOU amendment together.

<ol> <li>If the MOU total amount has increased, OUSD contract originator creates new requisition.</li> <li>OUSD contract originator submits amendment packet for approval within two weeks of creating the requisition.</li> </ol>												
When the MOU amendment is approved, Procurement will add additional funds to the original Purchase Order.												
The Legal Department must review and approve all amendments that do not use the OUSD template MOU Amendment form.												
Agency Information												
Agency Name Safe Passages Agency's Contact Person Josefina Alvarado-Mena												
Street Addr	ess	250 Fra	ank Ogawa	Plaza, Suite	e 6306	Title			Executive Director			
City	Oakland			State	CA	Telephone			510-238-4458			
Zip Code 94612 OUSD Vendor Number 1005510 Email jalvarado@safepassages.org												
MOU amendment – (Includes Routing Form and Board Memo)  Attachments  Amended Scope of work (Not Required if Amendment is only for a change in the funding source)  If additional consultants will be working on site, attach agency letter verifying additional consultants have met the Fingerprinting/Background Investigation and have a negative tuberculosis status.												
			Com	pensatior	n – Must be v	within OUS	D Billin	g Guidel	ines			
Original MOI	J Amount		\$ 93,628.	.00		Original PO	Number		P1803044			
Amended M			\$8,890.0	0		New Requis	ition Nur	mber	R0183410			
New Total M	OU Amour	t	\$ 102,518	8.00								
						t Information			,			
Resource #	Reso	urce Na	me		С	Org Key#			Object Code		Amount	
6010	ASI	ES Grar	nt		1311553401			5825	\$ 8	3,890.00		
									5825			
									5825			
									5825			
				OU	SD Contract	Originator In	formati	on			N. E.	
Name of OU	SD Contac	t	John Stan	ngl			Email	John.Stangl@ousd.or			@ousd.org	
Telephone			510-531-6	8868		Fax 510-531-6725						
Site/Dept. N	ame		131/Laure	el Elementar	y School							
\					and Routing							
Additional services above original MOU amount cannot be provided before the amendment is fully approved and the Purchase Order amount has been increased by Procurement. Signing this document affirms that to your knowledge additional services were not provided before the amendment was approved.												
				that this ve			Exclude	d Parties L	_ist https://www.san	n.gov		
Please sign u		ropriate	column.		MA	Approved			Denied – Reason		Date	
1. Site Admi					A WW	Na/					3-28-18	
2. Resource					700						3-29-18	
3. Network of	r Regional	Execut	tive Office	er	(2) 3							
4. Cabinet (	Chief / Dep	uty Chi	ef)		Sul 2	In Co						
5. Superinte	ndent or Bo	ard of	Education	1								
Legal – Requ	uired if not st	andard	MOU Ame	ndment								
Procuremen	t Date F	Receive	d									

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



#### Memo

To

**Board of Education** 

From

Kyla Johnson-Trammell, Superintendent

**Board Meeting Date** 

September 13, 2017

Subject

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

Elementary School (site)

**Action Requested** 

Approval of a Memorandum of Understanding (MOU) between District and Safe Passages, for services to be provided primarily to Laurel Elementary School.

**Background** 

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

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

Discussion

One paragraph summary of the scope of work.

Approval by the Board of Education of a Memorandum of Understanding 2017-2018 between the District and Safe Passages, Oakland, CA, for the latter to serve as lead agency for program coordination, math intervention, homework support, student supervision and a variety of enrichment services, as described in the MOU, for Laurel Elementary School's comprehensive After School Program for the period of July 1, 2017 through August 17, 2018, in an amount not to exceed \$93,628.00.

Recommendation

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

Fiscal Impact

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

**Attachments** 

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



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

Legislative File ID No. 17-1680
Department: After School Program, Laurel Elementary School
Vendor Name: Safe Passages, Oakland, CA
Contract Term: Start Date: 7/1/2017 End Date: 8/17/2018
Annual Cost: \$ 93,628.00
Approved by: Julia Ma/Julie McCalmont
Is Vendor a local Oakland business? Yes V 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 V
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)	Pleas	se check the competitive bid exception relied upon:
	ᆜ	Educational Materials
	$\Box$	<b>Special Services</b> contracts for financial, economic, accounting, legal or administrative services
	Ц	CUPCCAA exception (Uniform Public Construction Cost Accounting Act)
	Ц	Professional Service Agreements of less than \$87,800 (Increases a small amount on January 1 of each year)
		<b>Construction related Professional Services</b> such as Architects, DSA Inspectors, Environmental Consultants and Construction Managers (require a "fair, competitive selection process)
	$\Box$	<b>Energy</b> conservation and alternative energy supply (e.g., solar, energy conservation, co-generation and alternate energy supply sources)
	Щ	Emergency contracts [requires Board resolution declaring an emergency]
	Ш	Technology contracts
		electronic data-processing systems, supporting software and/or services (including copiers/printers) over the \$87,800 bid limit, must be competitively advertised, but any one of the three lowest responsible bidders may be selected
		contracts for computers, software, telecommunications equipment, microwave equipment, and other related electronic equipment and apparatus, including E-Rate solicitations, may be procured through an RFP process instead of a competitive, lowest price bid process
		Western States Contracting Alliance Contracts (WSCA)
	_	California Multiple Award Schedule Contracts (CMAS) [contracts are often used for the purchase of Information technology and software]
	닏	Piggyback" Contracts with other governmental entities
	닏	Perishable Food
	Ц	Sole Source
	Ц	Change Order for Material and Supplies if the cost agreed upon in writing does not exceed ten percent of the original contract price
	Ш	Other, please provide specific exception

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

Safe Passages

- Intent. This Memorandum of Understanding ("MOU") establishes the Oakland Unified School District's ("OUSD") intent, contingent upon OUSD's receipt of California Department of Education and/or U.S. Department of Education after school grant funds, to contract with <u>Safe Passages</u> ("AGENCY") to serve as the lead agency to provide after-school and/or summer educational programs and to serve a sufficient number of students and run services for a sufficient number of days to earn the core grant allocation of funding at <u>131/Laurel Elementary School</u> under the following grants:
  - After School Education and Safety Program ("ASESP")
  - California Department of Education ("CDE") 21st Century Community Learning Center (21st CCLC)
  - Oakland Fund for Children and Youth This MOU will also outline services provided on OUSD school grounds through the Oakland Fund for Children and Youth ("OFCY") After-School Initiative funds that shall be utilized as matching funds to CDE ASESP and 21st CCLC funds.
  - Private grants
- Term of MOU. The term of this MOU shall be July 1, 2017 through June 30, 2018 if AGENCY services do
  not include summer educational programs, and July 1, 2017 through August 17, 2018 if AGENCY services
  include providing summer educational programs. The term may be extended by written agreement of both
  parties.
- 3. Termination by OUSD. OUSD may at any time terminate this MOU for any or no reason upon not less than five (5) days written notice to AGENCY. OUSD shall compensate AGENCY for services satisfactorily provided through the date of termination. In addition, OUSD may terminate this MOU for cause should AGENCY fail to perform any part of this MOU. In the event of termination for cause, OUSD may secure the required services from another contractor. If OUSD's cost of procuring services from another contractor exceeds the cost of providing the services pursuant to this MOU, AGENCY shall pay the additional cost.
  - a) No Premature Termination by AGENCY AGENCY hereby certifies that it is willing and able to provide required services for the full term of the MOU. AGENCY will not be permitted to unilaterally terminate the MOU or cease providing required services prior to completing the full term unless OUSD approves any change and/or unless OUSD deems immediate removal of AGENCY is necessary for cause. In the event AGENCY ceases to provide required services prior to the end of the MOU term, or is terminated for cause, OUSD may secure the required services from another contractor. If OUSD's cost of procuring services from another contractor exceeds the cost of providing the services pursuant to this MOU, or OUSD is unable to secure required services from another contractor, AGENCY shall pay any additional cost. If OUSD suffers any loss of funding or other program consequences attributable to AGENCY's premature termination, AGENCY shall pay any additional cost in addition to any damages otherwise due under this MOU.
  - b) Advance Notice by AGENCY for Coming School Year. AGENCY must provide advance notice to Principal and OUSD After School Programs Office by the end of the first semester if AGENCY cannot continue providing after school lead agency services for the succeeding school year. This date allows the school site to have sufficient time to find a new lead agency partner, and enables OUSD to work to preserve after school grant funding (including OFCY city funding) for the school.
- 4. Compensation. The ASESP and 21st CCLC grant award amount for <u>Safe Passages</u> is \$93,628.00. AGENCY shall be entitled to compensation from these funds in accordance with the following terms and conditions:

- 4.1. Total Compensation. Subject to the provisions of 4.2 Positive Attendance and the provisions of 4.3 Administrative Fee and subject to AGENCY compliance with MOU requirements, AGENCY shall receive the amount of the grant award less OUSD's administrative fees and other site costs agreed to by the Site Administrator and AGENCY. Penalties may be assessed or payments withheld for non-compliance, including but not limited to MOU requirements, attendance reporting, fiscal involcing, full participation at OUSD required meetings and trainings and in continuous quality improvement efforts.
- 4.2. Positive Attendance. Payment for services rendered related to the ASESP and 21st CCLC grants shall be based on actual student attendance rates (\$7.50 a day per student), not estimates, as those programs are "positive attendance based." OUSD reserves the right to modify the annual core allocation based on reported attendance. In the event that payments made to AGENCY exceed the reported attendance for the Core grant, the AGENCY will return payments to OUSD at the rate of \$7.50 a day per student. Documentation of attendance must be submitted through the OUSD/OFCY attendance systems in order for invoices for payment of services for the ASESP and 21st CCLC grants to be processed. Exhibit A (Attendance Reporting Schedule 2017-2018")
  - 4.2.1. Reconciliation Process for Positive Attendance Based Grant Funds. OUSD will adjust the payment of the "positive attendance based" grants based on quarterly review of monthly invoices and attendance for services rendered related to the ASESP, 21ST CCLC (Core Grant) for any adjustments resulting from the reconciliation of the attendance reports for that quarter's months. The attendance reconciliation process will assess the program's performance with respect to the required compliance with the grant mandated attendance rates. Based on the review, financial adjustments of additional payment or additional withholding will be made. Any remaining balance(s) will be forwarded to AGENCY or OUSD. Any adjustment required in excess of the withholding will necessitate additional adjustments to future invoices and payments.
  - 4.2.2. Administrative Charges and Reconciliation. Reconciliation process for positive attendance based grants must factor in the subtraction of administrative and other OUSD central charges, as outlined in section 4.3, from any grant amounts earned through attendance (OUSD indirect, custodial, evaluation, and After School Programs Office administrative and training/technical assistance fees).
- 4.3. **OUSD Administrative Fees.** OUSD shall charge and withhold up to 14% from the overall ASESP and 21st Century grant awards for central indirect, administrative, custodial, evaluation, and direct service training and technical assistance.
- 4.4. AGENCY Administrative Fees. AGENCY understands and agrees that it may not charge more than 4% of the total contract amount as administrative fees and that its administrative fees must be set at an appropriate dollar amount to keep the ASESP and 21st Century grants within the grant-mandated allowable 15% for total indirect/administrative costs. The agency administrative fees charged to the ASESP and 21st CCLC grants must be used for direct administrative costs and cannot be used for agency indirect costs. Direct administrative costs consist of expenditures for administrative activities that provide a direct benefit to the ASESP and 21st CCLC programs. Indirect costs consist of expenditures for administrative activities that are necessary for the general operation of the agency, but that cannot be tied to the ASESP and 21st CCLC programs.
- 4.5. Program Budget. The grant will remain as part of the site budget. Funds will be encumbered from the site budget on behalf of AGENCY for the school year 2017-2018 and will not exceed \$93,628.00 in accordance with Exhibit B. Exhibit B ("ASESP/21st CCLC Planning Tool/Comprehensive After School Program Budget for AGENCY 2017-2018").
- 4.6. Modifications to Budget. Any modifications to the approved grant budget must be approved by OUSD, AGENCY, and CDE before expenditures of funds for modified line items are authorized. Except as expressly set forth herein, OUSD shall not be liable to AGENCY for any costs or expenses paid or incurred by AGENCY in performing services for OUSD. The granting of any payment by OUSD, or the receipt thereof by AGENCY, shall in no way lessen the liability of AGENCY to correct

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

- 4.7. Program Fees. The intent of the ASESP and 21st CCLC programs is to establish local programs that offer academic assistance and enrichment for students in need of such services regardless of their ability to pay. Though it is not against the rules to charge fees for participation in programs, the CA Department of Education discourages it because it could exclude students in need from attending and taking advantage of the after school program. Fees should not create a barrier to participation in the after school program. After school services must be equally accessible to all students targeted for services regardless of their ability to pay. Programs that propose to charge fees may not prohibit any family from participating based on their inability to pay and must offer a sliding scale of fees and scholarships for those who could not otherwise afford to participate. Any income collected from fees must be used to fund program activities specified in the grant application. AGENCY shall do full accounting of fees collected, and documentation shall be kept for 5 years for auditing purposes. If AGENCY decides to charge fees, this decision shall be made collaboratively with the Site Administrator, and AGENCY shall work collaboratively with the Site Administrator and parent leaders to develop an appropriate program fee structure for the school community. AGENCY shall provide the OUSD After School Programs Office with written documentation of the program fee structure prior to charging any program fees, and shall provide OUSD with additional documentation upon request, to ensure grant compliance.
- Scope of Work. AGENCY will serve as lead agency at 131/Laurel Elementary School, will be responsible
  for operations and management of the ASESP, 21st CCLC, OFCY, and private grants contracted to
  AGENCY by OUSD for fiscal year 2017-2018. This shall include the following required activities:
  - 5.1. Student Outcomes. AGENCY shall achieve the student outcomes as described in the grant application narrative and articulated in documents from the program evaluation team. AGENCY agrees to develop school specific outcomes, as defined in partnership with the principal. AGENCY recognizes that the principal is the chief decision maker for after school and summer programs, and ensures that school site objectives are met.
    - 5.1.1. Alignment with Single Plan for Student Achievement ("Site Plan"). AGENCY will ensure the after school program aligns with OUSD and 131/Laurel Elementary School and objectives to ensure the success of students as articulated in the Site Plan. AGENCY will work in partnership with the school principal to ensure that the program components are aligned with and complement OUSD standards and school site curriculum.
    - 5.1.2. Continuous Quality Improvement (CQI). AGENCY must fully engage in continuous quality improvement (CQI) processes and complete the following steps of the CQI cycle each year, and submit corresponding CQI deliverables to the After School Programs Office on a timely basis:
      - beginning of year self-assessment using YPQA/SAPQA tool
      - planning with data (using self assessment and external assessment PQA data, and other program data as available)
      - development of quality action plan (QAP) with SMART goals for program improvement
      - year-end self-assessment and QAP progress check

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

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

- 5.2. Oversight. AGENCY will provide oversight, fiscal management, payroll services, technical assistance, and facilitation of collaboration with other service providers. Agency must ensure compliance with ASESP and 21st CCLC funding guideline requirements and follow OUSD after school policies and procedures. This includes compliance with OUSD staffing requirements and policies including No Child Left Behind and other legislative mandates.
- 5.3. Enrollment. AGENCY will enroll K through 5th grade students at 131/Laurel Elementary 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.** The program shall be offered Monday through Friday, every regular school day annually, commencing immediately upon the conclusion of the regular school day, operating a minimum of 15 hours/week, and until 6:00 pm daily. Instructional activities must include a balance of both academic and enrichment/recreation components.
- 5.4.2. Program Days. The program shall be offered a minimum of 177 180 days during the 2017 2018 school year. AGENCY will close the ASESP and 21st CCLC program no more than a maximum of 3 days in the 2017-2018 school year for staff professional development, as permitted by Education Code. Programs that receive 21st CCLC Supplemental grant funds or private funding for summer shall additionally operate a sufficient number of days and hours in the summer, on weekends, and during intercession in the manner prescribed by the grant legislation and/or funder, in order to meet attendance goals required by the CA Department of Education and/or the funder.
- 5.4.3. **Program Components.** AGENCY agrees to provide programming that supports the guidelines as outlined in the ASESP and 21st CCLC grants for students at <a href="https://doi.org/10.1007/j.cc/10.10
  - Educational and Literacy. An educational and literacy element that must provide tutoring and/or homework assistance designed to help students meet state standards in one or more of the following core academic subjects: reading/language arts, mathematics, history and social studies, or science. A broad range of activities may be implemented based on local student needs and interests.
  - Enrichment. The enrichment element must offer an array of additional services, programs and activities that reinforce and complement the school's academic program. Enrichment may include but is not limited to arts, youth development, leadership, recreation, sports, music, career awareness, college interest, service learning and other youth development activities based upon student needs and interests. All programs must offer both enrichment and recreation/physical fitness activities as core components of the after school program and summer program.
  - Family Literacy Services. In all programs receiving 21<sup>st</sup> CCLC grant funds, AGENCY shall
    assess the need for family literacy services among adult family members of the students to be
    served by the program. All programs will, at a minimum, either refer families to existing services
    or coordinate with local service providers to deliver literacy and educational development
    services.
  - Equitable Access Programming. AGENCY shall include a component for students at 131/Laurel Elementary School to support full access to program components.
  - Supplemental and Summer Services. In all programs receiving 21st CCLC Supplemental
    grant funds or private funding for summer, AGENCY will provide educational and enrichment
    programming in the summer, on weekends, and/or during intercessions. A broad range of
    activities may be implemented based on local student needs and interests, and district
    guidelines for summer programming.
  - Middle School Sports League Activities.

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

- 5.4.3.1. Snacks/Supper/Beverages: AGENCY shall meet Federal and State meal and snack requirements and all meals and snacks must be provided by OUSD Nutrition Services department. Nutrition Services shall:
  - 5.4.3.1.1. Provide meals and beverages that meet State and Federal standards;
  - 5.4.3.1.2. Provide the number of meals and beverages requested by AGENCY unless/until Nutrition Services determines that AGENCY's participation is lower than the snack/meal/beverage count provided by the AGENCY, in which case, the number will be adjusted;
  - 5.4.3.1.3. Provide all supplies including utensils, napkins, forks, required;
  - 5.4.3.1.4. Support compliance by AGENCY with required State and Federal administrative requirements;
  - 5.4.3.1.5. Provide annual training to AGENCY.
- 5.4.3.2. Each AGENCY participating in the Nutrition Services snack/meal/beverage program shall:
  - 5.4.3.2.1. Attend annual training. In the event that the person responsible for snack distribution changes, AGENCY will make arrangements with Nutrition Services for training of new employees or representative of the AGENCY;
  - 5.4.3.2.2. Complete After School Snack and Supper Menu Production Worksheets (MPW) on a daily basis;
  - 5.4.3.2.3. Ensure meal count is accurate:
  - 5.4.3.2.4. Submit completed MPW to cafeteria staff by the next business day:
  - 5.4.3.2.5. Return leftovers to cafeteria;
  - 5.4.3.2.6. Ensure that only students are served and receive food from the program;
  - 5.4.3.2.7. Ensure that meals are not removed from campus
  - 5.4.3.2.8. Immediately report to OUSD Site Coordinator and Nutrition Services any concerns related to food safety or food contamination
- 5.4.3.3. AGENCY will be billed at the rates immediately below, for meals by Nutrition Services under the following conditions.
  - 5.4.3.3.1. MPW not completed and submitted by the next business day:
  - 5.4.3.3.2. Snacks are ordered and not picked up
- 5.4.3.4. In addition to any applicable liability associated with audit findings. AGENCY will be charged the following for each meal that OUSD is unable to claim due to AGENCY's failure to comply with program requirements:
  - 5.4.3.4.1. Snack: \$1.00

5.4.3.4.2. Supper: \$3.50

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

- 5.8. **Meeting Participation.** AGENCY will participate in technical assistance, training, orientation, monthly meetings and other support and resource development activities provided by OUSD and collaborative partners in conducting program planning, implementation, and evaluation. These include required regular meetings with the school principal or other identified designee to ensure collaboration with the school vision. AGENCY staff will participate in meetings facilitated by the OUSD After School Programs Office to address program quality, program improvement and general troubleshooting.
- 5.9. **Relationships.** AGENCY will maintain six essential collaborative relationships to ensure partnerships towards effective program implementation:
  - Administration, faculty, and staff of 131/Laurel Elementary 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 (eg food allergies). A plan will be developed to collect, secure, and dispense prescription medications from their original containers only and consistent with physician's instructions.

#### 6.6. Supervision

- 6.6.1. AGENCY Executive Director must review and approve supervision plan.
- 6.6.2. Trip as structured is appropriate to age, grade level and course of study.
- 6.6.3. Chaperones are all AGENCY employees or subcontractors, parent(s)/guardian(s), or other authorized chaperones and are 21 or older. After School and Summer Program Coordinators and lead trip staff are satisfied that all chaperones are willing and able to perform required duites, including understanding and implementing instructions, understanding health information for students in their group, and responding effectively in the event of an emergency. Trip attendees shall be limited to assigned school or after school program staff, students and authorized chaperones. Guests, including but not limited to friends and other family members, are strictly prohibited absent prior written approval of the after school program coordinator or AGENCY executive director. Before the trip, after school and summer program staff leading trip shall provide any adult chaperones who may accompany the students with clear information regarding their responsibilities. Chaperones shall be assigned a prescribed group of students and shall be responsible for the continuous monitoring of these students' activities. Chaperones shall not consume alcoholic beverages or be under the influence of controlled substances while accompanying and supervising students on a trip.
- 6.6.4. When a trip is made to a place of business or industry, staff shall arrange for an employee of the host company to serve as conductor.
- 6.6.5. Adult:Student Ratio is at least 1:10 or higher if swimming or wading or high risk trip. If the trip involves water activities, this ratio shall be revised to ensure closer supervision of elementary grade or younger students, appropriate to their ages. The ratio of adults to students on field trips and excursions shall be reasonable under the circumstances.
- 6.6.6. Safety requirements have been met (eg: current First aid/CPR training of at least one chaperone, first aid kits, emergency contact and health info, instructions for chaperones, staff and chaperones have cell phones which are charged and available for communication).
- Transportation Requirements: The after school and summer program or subcontractors shall ensure compliance with all state laws and may transport by the use of its own equipment, contract to provide transportation or arrange transportation by the use of other equipment to enrolled after school and summer participants provided that: (A) parent/guardians' written permission has been obtained in advance; (B) After School Program Coordinator and/or Summer Program Coordinator has confirmed that: transportation arrangements are safe and appropriate; (C) all drivers have valid California driver's license; (D) all drivers have received fingerprint clearance; (E) provided that such transport is covered under driver or registered owner's personal automobile insurance or AGENCY automobile liability insurance policy for at least \$100,000 per individual and \$300,000 per occurrence for liability for bodily injury; and \$50,000 per occurrence for liability for property damage; (F) all drivers and registered owners of private or rented vehicles used shall complete and sign declaration of driver forms assuring that: (i) the driver is at least 21 years of age and holds a current valid California driver's license;(ii) the driver has not been convicted of reckless driving or driving under the influence of drugs or alcohol within the past five years; and (iii) the driver provides proof of sufficient insurance; (G) if AGENCY transports by use of an Agency owned vehicle or arranges and/or contracts with a third party to provide this transportation, the AGENCY or organization or company with whom they contract must meet or exceed the standards required of OUSD's District approved bus vendors, including but not limited to: be licensed as a transportation provider, be certified to transport students (e.g., School Pupil

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

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

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

#### 6.11.1. Definition of High Risk Activities

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

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

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

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

#### 6.12.3. Swimming Activities

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

- 6.12.3.6. Specific supervisory responsibilities shall be determined in advance to accommodate the varying swimming abilities of students. These responsibilities shall be clarified in writing and reviewed verbally before the trip.
- 6.12.3.7. Emergency procedures shall be included with written instructions to adult chaperones and staff.
- 6.12.3.8. Staff and chaperones assigned to supervise students must wear swim suits and know how to swim and be at each side of the pool or swim area actively monitoring students at all times.
- 6.12.3.9. The After School Program Coordinator and/or Summer Program Coordinator may require students to wear flotation devices, depending upon their age and swimming ability.
- 6.12.3.10. A buddy-system or other means of surveillance shall be arranged in advance and strictly enforced during swimming activities.
- 6.13. Additional Requirements for trips to East Bay Regional Park District Bodies of Water (swimming pools, lagoons, shoreline parks and lakes) and Related Facilities
  - 6.13.1. At least 2 weeks prior to trip date, all persons attending trip, including, but not limited to, each and every student, teacher, instructor, chaperone, supervisor, parent, administrator, volunteer, or aide (hereinafter "participant") will provide to the School District Office of the General Counsel an original, properly completed, signed and dated East Bay Regional Park District Waiver (attached as Exhibit E), executed by either the participant if he or she is 18 years of age or older, or the participant's parent or legal guardian if the participant is under 18 years of age
  - 6.13.2. Should AGENCY fail to provide an original, properly completed, signed and dated East Bay Regional Park District Waiver for each trip participant as defined in Section 6.13.1 above, AGENCY agrees to hold harmless, defend and indemnify OUSD, its officers, employees, volunteers and agents from all claims and actions resulting therefrom.
- 7. Financial Records. AGENCY agrees and understands that OUSD is responsible for fiduciary and programmatic oversight for the expenditure of the ASESP and 21st CCLC grant funds contracted to AGENCY by OUSD for fiscal year 2017-2018. AGENCY will function as a sub recipient of funding and as such will follow all required fiscal guidelines and meet outlined standards as referenced in applicable Federal and State sub recipient guidelines for the federal 21st Century Community Learning Centers grant program, CFDA Number 84.287, awarded by the Office of Elementary and Secondary Education Academic Improvement and Teacher Quality Programs office. Sub recipients that receive over \$500,000 of federal funds are required to undergo an annual audit and communicate findings to OUSD, as requested. AGENCY will ensure that all contracted funds of this MOU are expended as per grant guidelines.
  - 7.1. Accounting Records. AGENCY will maintain its accounting records based upon the principles of fund accounting.
  - 7.2. Disputes. AGENCY shall make all records related to ASESP, 21ST CCLC available to OUSD for review. OUSD and AGENCY shall meet and confer regarding any disputes as to the amount of actual expenses before taking any action to collect funds.

#### 8. Invoicing

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

- 8.3. Invoice Requirements. AGENCY will submit invoices with evidence of the following staff qualifications for each AGENCY employee and AGENCY agent, including employees of subcontracting agencies and volunteers: TB Clearance, current CA Department of Justice and FBI fingerprint clearance, and Instructional Aide requirement. AGENCY will utilize the required OUSD invoicing and staff qualifications form (Exhibit F) for regular invoice submission.
- 8.4. Submission of Invoices. AGENCY must submit invoices to OUSD on a timely and regular basis for services rendered. OUSD will not accept invoices submitted more than thirty days beyond the end of each fiscal quarter. No invoices will be accepted more than 30 days past the end of June 30 of the contractual fiscal year. AGENCY must also submit invoices according to specific invoicing deadlines as outlined by OUSD to ensure timely processing. (Exhibit G)
- 8.5. Submission of Invoices for ASESP and 21st Century Grants. For services rendered related to the ASESP and 21st CCLC grants, OUSD shall pay AGENCY, on a monthly basis, for appropriately documented expenses related to the ASESP and 21st CCLC grants, with a cumulative total for 2017-2018 not to exceed \$93,628.00 in accordance with the attached Exhibits to this Memorandum. Invoices for payment of services shall be submitted by the 10th of each month to the OUSD After School Programs Office, utilizing the required OUSD invoicing and staff qualifications form (Exhibit F). OUSD will strive to adhere to second Accounts Payable check run per the published schedule of monthly payments if invoices are submitted in accordance with the deadlines and requirements set forth in this section and the accompanying Exhibits.
- 9. Ownership of Documents. AGENCY agrees that, pursuant to California law, it shall maintain program and fiscal documentation for the ASESP and 21st CCLC programs for a minimum of five years. All documents created by AGENCY pursuant to this MOU, including but not limited to reports, designs, schedules, registration packets, early release waivers, and other materials prepared, or in the process of being prepared, for the services to be performed by AGENCY, are and shall be at the time of creation and thereafter the property of OUSD, with all intellectual property rights therein vested in OUSD at the time of creation. OUSD shall be entitled to access to and copies of these materials during the progress of the work. Any such materials in the hands of AGENCY or in the hands of any subcontractor upon completion or termination of the work shall be immediately delivered to OUSD. If any materials are lost, damaged or destroyed before final delivery to OUSD, AGENCY shall replace them at its own expense and AGENCY hereby assumes all risks of loss, damage or destruction of or to such materials. AGENCY may retain a copy of all materials produced under this MOU for its use in its general business activities.

#### 10. Changes

- 10.1. Agency Changes. AGENCY may, at any time, by written order, make changes consistent with Section 5 Scope of Work of this MOU. If such changes cause an increase or decrease in the budgeted cost of or the time required for performance of the agreed upon work, an equitable adjustment as mutually agreed shall be made in the limit on compensation as set forth in Section 4 or in the time of required performance as set forth in Section 5.4, or both. In the event that AGENCY encounters any unanticipated conditions or contingencies that may affect the scope of work or services and result in an adjustment in the amount of compensation specified herein, AGENCY shall so advise OUSD immediately upon notice of such condition or contingency. The written notice shall explain the circumstances giving rise to the unforeseen condition or contingency and shall set forth the proposed adjustment in compensation. Such notice shall be given to OUSD prior to the time that AGENCY performs work or services related to the proposed adjustment in compensation. Any and all pertinent changes shall be expressed in a written amendment to this MOU and signed by OUSD prior to AGENCY's implementation of such changes.
- 10.2. Changing Legislation. AGENCY understands that changes in Federal, or state legislation or District policy may impact funding levels, grant requirements, and responsibilities of AGENCY during an academic school year. This MOU may be amended during the 2017-2018 fiscal year to reflect additional changes resulting from such legislation.

#### 11. Conduct of Consultant

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

- private interest or services under this MOU, any question regarding possible conflict of interest which may arise as a result of such change will be brought to OUSD's attention in writing.
- 11.5. Drug-Free / Smoke Free Policy. AGENCY understands that OUSD does not permit drugs, alcohol, and/or smoking at any time in any buildings and/or grounds on OUSD property. AGENCY agrees to adhere to this policy for its students, staff, visitors, employees and or subcontractors.
- 11.6. Non-Discrimination. Consistent with the policy of OUSD and California and Federal laws, AGENCY shall not engage in unlawful discrimination of students on the basis of actual or perceived physical or mental disability, medical condition, sex, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the California Penal Code. Consistent with the policy of OUSD in connection with all work performed under Contracts, AGENCY shall not engage in unlawful discrimination in employment on the basis of actual or perceived race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex or sexual orientation. AGENCY agrees to comply with applicable Federal and California laws including, but not limited to, the Americans with Disabilities Act, Section 504 of the Rehabilitation Act, Title IX and the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and OUSD policy. In addition, AGENCY agrees to require like compliance by all its subcontractor(s).
- 11.7. Bullying; Sexual Harassment. The District's Board of Education recognizes the harmful effects of bullying and sexual harassment on student learning, school attendance and participation in after school programs. In order to have a safe environments that protect students from physical and emotional harm, AGENCY shall establish student safety as a high priority and shall not tolerate sexual harassment or bullying of any student. AGENCY shall adopt a policy expressly against harassment, sexual harassment, intimidation, and bullying and ensure related training on prevention and response is accordingly provided for all AGENCY employees and agents.
- 11.8. Restorative Justice (RJ) and Positive Behavioral Interventions and Supports (PBIS). As a part of the District's commitment to eliminate disproportionality in discipline affecting African American male students, the District has initiated Restorative Justice and PBIS programs at many school sites. AGENCY is encouraged to learn more about these programs at school sites and work with District Staff to implement programs in the after school programs that support positive school climate.
- 12. Indemnification. AGENCY shall indemnify, hold harmless and defend OUSD and each of its officers, officials, employees, volunteers and agents from any loss, liability, audit fines, assessments, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by OUSD, AGENCY or any other person and from any claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of performance of this MOU. AGENCY's obligations under the preceding sentence shall apply jointly and severally regardless of whether OUSD or any of its officers, officials, employees, volunteers or agents are actively or passively negligent, but shall not apply to any loss of liability, fines, penalties, forfeitures, costs or damages caused solely by the active negligence or by the willful misconduct of OUSD. If AGENCY should subcontract all or any portion of the work or activities to be performed under this MOU, AGENCY shall require each subcontractor to indemnify, hold harmless and defend OUSD, its officers, officials, employees, volunteers or agents in accordance with the terms of the preceding paragraph.
- 13. Insurance. Throughout the life of the MOU, AGENCY shall pay for and maintain in full force and effect with an insurance company(s) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A/VII" in Best Insurance Rating Guide, the following policies of insurance:
  - 13.1. Commercial General Liability insurance which shall include contractual, products and completed operations, corporal punishment and sexual misconduct and harassment coverage, and bodily injury

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

- 13.2. **Worker's Compensation** insurance, as required by the California Labor Code, with not less than the statutory limits.
- 13.3. Property and Fire insurance shall provide to protect: Real Property, against risk of direct loss, commonly known as Special Form and Fire Legal Liability, to protect against liability for portions of premises leased or rented; Business Personal Property, to protect on a Broad Form, named peril bases, for all furniture, equipment and supplies of AGENCY. If any OUSD property is leased, rented or borrowed, it shall also be insured the same as real property.

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

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

Community Schools and Student Services Dept.

- 15. Incorporation of Recitals and Exhibits. The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
- 16. **Counterparts**. This MOU and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
- 17. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion: The District certifies to the best of its knowledge and belief, that it and its principals: Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, verifies that this vendor does not appear on the Excluded Parties List. https://www.sam.gov/portal/public/SAM

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

OAKLAND UNIFIED SCHOOL DISTRICT    President Goard of Education   Date     State Administrator     Superintendent	AGENCY  Agency Director Signature  Toshim Alvarado Mara, CEO  Print Name, Title
Secretary, Date  Board of Education	<ul> <li>Attachments:</li> <li>Exhibit A. Attendance Reporting Schedule</li> <li>Exhibit B. Planning Tool/Comprehensive After School Program Budget</li> <li>Exhibit C. Enrollment Packet, including Early Release Waiver</li> <li>Exhibit D. List of Anticipated Field Trips, Off Site</li> </ul>
Deputy Chief Date	Events and Off Site Activities  Exhibit E. Waiver for use of East Bay Regional

Park District Bodies of Water (Swimming Pools,

Principal Date

Deputy Superintendent Academic Social Emotional Learning

Lagoons, Shoreline Parks and Lakes) and Related Facilities

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

MOU template approved by Legal May, 2017

File ID Number: 17-1680 Introduction Date: 9-13-17 Enactment Number: 17-1295 Enactment Date: 9-13-1141 Bv:

#### Exhibit A

#### Attendance Reporting Schedule

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

#### Exhibit B

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

(Template distributed separately)

#### **INSERT HERE**

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otal Matc	h amount required for this grant		37,600,00					
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Required Signatures to Sudget Approver
Principet
Load Agency:





ASES and 21° Century Community Learning Center (21° CCLC) After School Program Plan Elementary Schools 2017 - 2018	Elementary Schools 2017 - 2018	Chool Program Plan	
SECTION 1: School Site Information			
School Site:	Lead Agency:		
Principal Signature	Lead Agency Signature:	MXXW	
After School Site (bookingtor Name It known at this time):	Date: 4/24/17		
Name of After School Program:	THE LAUREL AFTER SCHOOL PROGRAM	JL PROGRAM	
SECTION 2: PROGRAM OPERATIONS: Average Dally Attendance, Program Dates, Minimum Days  To be compliant with grant requirements, the after school program must commence immediately upon the conclusion of the regular day, operate a minimum of 3 hours/day, and be open until at least 6pm on every school day for elementary and middle schools. (EC 8483) Programs are required to operate all 180 days of the school year.  **CDE allows programs to close for a maximum of 3 days during the school year for professional development. Families must be notified of these	Program Dates, Minimum Day must commence immediately on every school day for element school year for professional designation of the school year for professional designation of the school year for professional designation	upon the conclusion of the regular day, stary and middle schools. (EC 8483) Programs evelopment. Formilies must be notified of these and development, activities offered on these	
program cosure dates in davance, and the read agency must maintain documentation of professional development occurries agreed on these dates, including training agenda and staff sign in sheets.	an accumentation of profession	יותו מבענוסטוובווו מכועוווכא פולפובת סוו מוכאב	
Projected Daily Attendance during School Year 2017-2018		83	
First Day of Program Operations for the 2017-18 school year		8/21/2017	
Last Day of Program Operations for the 2017-18 school year		6/7/2018	
List the three days (if any) your program plans to close this year for open every other day of the school year.	to close this year for PD. The program must be	11/17; 1/26; 3/29	1
after	luired to begin as soon as the s	school program is required to begin as soon as the school day ends, and run a long day until 6pm.	

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

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the lead agency partner must discuss the anticipated number of minimum days for the program year, and discuss shared resources to fund	ar, and discuss shared resources to fund
Projected Number of Minimum Days for School Year 2017-2018 *School should provide lead genery with a calendar of minimum days hefore the 1st day of	Approximately 53 based on the current year:
school.	conferences, 2 for end of the marking
Describe funding plan to operate program on the minimum days indicated above, including	The regular day program will make office &
additional school resources (if any).	program supplies available to the After School
	Program to neip reduce this cost and to free up funds for full program implementation on
	minimum days.
Please note that the ASES grant from CDE does not increase funding for minimum days. If the	
school adds additional minimum days beyond the projected number above, what school funds	
will be utilized to fund these additional hours of program?	
SECTION 3: Program Model and Lead Agency Selection	
For 2017-2018, my site will operate the following program model:	
🗵 Traditional After School: voluntary program open to all students, with enrollment priorities targeting certain students	eting certain students
   Textended Day Program: additional class periods offered to students after the end of the regular bell schedule, for targeted grades and/or for	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)	
 	ming
Description and Rationale for Selection of Lead Agency	unity Crhool douglonment
Describe now the selected Lead Agency partification will support the school and support the selection of the Child Strategic Plan the Safe Passages After School Program partnership with the Laurel community will strive	nership with the Laurel community will strive
to develop a "true authentic collaboration" that supports the goals of a thriving student community. Among other goals, Safe Passages After	A. Among other goals. Safe Passages After
School program will support the school's Full Service Community School Quality Indicator 1 goal – to provide quality-learning experiences for	o provide quality-learning experiences for
School program will support the school Siran School School and the school date and the second also	wolco furthern the offerts to consent broader

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

students by ensuring that students are provided a quality extended day program. The program also furthers the efforts to support broader

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

# SECTION 4: SCHOOL PRIORITIES AND GOALS IN SPSA

In collaboration with school leadership, review the school's priorities and goals listed in its 2017-18 SPSA school site plan. All after school programs are expected to support the school's goals for: 1) Culture and Climate and 2) Family and Student Engagement Additionally, identify at least 1 other priority area from the list below that your afterschool program will intentionally support. For each of the priority area marked below, fill in the specific priority and multi-year goal from the school's SPSA plan.

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

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

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

## SECTION 6: ADDITIONAL ACADEMICS

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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 QUSD After School requirements, if not already listed above:

Required Elementary Academic Programming:

1 hour of literacy instruction per week for all students and

1 hour of math instruction per week for all students
 (Curriculum and PD will be provided by OUSD or can be provided by school site.)

1) Homework Support 2) Tutoring 3) Academic skill building 4) Targeted intervention 5) Direct instruction (literacy, math) Your program can offer a range of academic supports including: 6) Language development for English Language Learners

Description or program/ activity	Target Population	Academic Support (choose one)	SPSA goal(s) or school need supported by activity	Measurable Outcomes	Frequency (hrs/week; # of weeks)
Students scoring below grade level are pulled out of the academic instruction period of the ASP for half an hour of individual tutoring for reading (M-F).	Students who score in the range of standard not met and standard nearly met on SBAC tests.	☐ Homework Support 図 Tutoring ☐ Skill Building 図Academic Intervention ☐ Other	Increase by 5 points the percent of students (3rd-5th grade) Meeting or Exceeding Standard as measured by SBAC.	Increase in district administered reading standards based test between fall and spring assessments.	3 hrs/week 36 weeks
Students scoring below grade level are pulled out of the academic instruction period of the ASP for half an	Students who score in the range of standard not met and standard nearly met on SBAC tests.	☐ Homework Support 区 Tutoring ☐ Skill Building 区Academic Intervention ☐ Other	Increase by 5 points the percent of students (3rd-5th grade)	Increase in district administered math standards based test between fall and spring assessments.	3 hrs/week 36 weeks

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			measured by SBAC.		
Σ	All students enrolled	☐ Homework Support	Increase by 5	Increase in district	6 hrs/week
	in grades 2" through		points the	administered reading	30 Weeks
<u></u>	2		percent or	Standards based test	
covered for each		Academic intervention	Students (Stu-	Detween Ian and Spiring	
story: background,		☐ Other	oth grade)	assessments	
vocabulary,			Meeting or		
reading, and			Exceeding		
comprehension and			Standard as		
theme.			measured by SBAC.		
Community Building	All students enrolled	☐ Homework Support	Increase by 10	School & program climate	1.5 hrs/week
	in grades 2nd through		percentage	OFCY vouth surveys, CHKS.	36 weeks
	= 1000 = 10000 = 1000 = 1000 = 1000 = 1000 = 10000 = 10000 = 10000 = 10000 = 10000 = 10000 = 10000 = 10000 = 10000 = 10000 = 10000 = 10000 = 1	X Skill Building	points the		
		O Acceptance of the Control of the C	nimbor of		
		Academic Intervention			
		Officer Officer	students		
			responding that		
			they feel that		
			they fell close		
			to people at		
			school.		
ASPO approved	All students enrolled	☐ Homework Support	Increase by 5	Increase in district	4 hrs/week
.⊑	in grades 2 <sup>nd</sup> through	☐ Tutoring	points the	administered math standards	36 weeks
	2#2	Skill Building	percent of	based test between fall and	
		☐ Academic Intervention	students (3rd-	spring assessments.	
		Other	5th grade)		
			Meeting or		
•			Exceeding		
			Standard as		
			measured by		
			SBAC.		

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

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provide students with the opportunity to apply their classroom learning in a real creatively build skills that support students' success in school and in life. Enrichr wellness, positive school climate, STEM, arts learning, and student engagement.	ortunity to apply their cla ort students' success in s e, STEM, arts learning, a	assroom learning In school and in life. Er ind student engagen	a real, hands-on v nrichment activiti nent.	provide students with the opportunity to apply their classroom learning in a real, hands-on way. Enrichment activities should intentionally and creatively build skills that support students' success in school and in life. Enrichment activities often support school goals for health and wellness, positive school climate, STEM, arts learning, and student engagement.	uld intentionally and or health and	
Description of Program/ Activity	Rationale	SPSA goal(s) or school need supported by activity	Target Population & Frequency (hrs/week; # of weeks)	Targeted Skills	Measurable Outcome	
This activity is designed to develop physical fitness, sportsmanship, self-esteem and leadership skills through organized cooperative and team building games.  General Recreation	Student Identified School Identified Parent Identified Other (specify)	Impact the student school day learning with extended educational opportunities. while exposing them to new opportunities and developing critical thinkers.	All students in 2-5 grades. 6 hrs/week 36 weeks	☐ College/Career Readiness  IX Social & Emotional Learning IX Leadership IX Academic (specify) IXHealth and Wellness I Other (specify)	Increase in district administered ELA standards based test between fall and spring assessments.	
Students will learn how the importance of health and nutrition through hands on gardening and cooking activities that incorporate math and science.  Cooking & Nutrition	☐ Student Identified ☐ School Identified ☐ Parent Identified ☒ Other (specify) In kind curriculum and resources from Alameda County	Impact the student school day learning with extended educational opportunities, while exposing them to new opportunities and developing critical thinkers.	Students in grades 3-5. 3 hrs/week 36 weeks	☐ College/Career Readiness☐ Social & Emotional Learning ⊠Leadership ⊠Academic (specify) ⊠Health and Wellness ☐ Other (specify)	Increase in district administered Math standards based test between fall and spring assessments.	
Course that teaches students how to create and manage a business. In this session the students will focus on marketing the products		student school day learning with extended	Students in grades 3-5.	Social & EmotionalIncrease in districtLearningstandards based testElearningbetween fall and	Increase in district administered ELA standards based test between fall and	

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

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

## SECTION 8: FAMILY ENGAGEMENT / FAMILY LITERACY

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

information related to the regular school day programs. After school family engagement efforts should be aligned with school day efforts, and support school goals for family involvement. A variety of activities may be offered, including: parent workshops, family celebrations, parent-After school programs can help foster parent involvement, connect families to the larger school community, and communicate important and-child-together activities, parent leadership and volunteer opportunities. Family literacy is a required component of all 21st Century after school programs. Family literacy services support the educational goals of adult family members, connect them to resources and services in the community, and increase their ability to support their student's learning and development. For 21th Century grantees who receive Family Literacy funding: The activities listed below must align to your 21th Century Family Literacy budget plan.

Type of Activity and Frequency	Type of Activity and SPSA goal(s) or school need Frequency supported by activity	Describe how this activity is Measurable Outcome connected to student achievement	Measurable Outcome	Alignment with school day family engagement / family literacy efforts or
Family Literacy Night	We will support the school wide  Family Literacy Night that connect students, teachers and reading together. All families that after hock is activities that can be a sequenced as the state of the stat	We will support the school wide       It is an annual event designed to family literacy as engage families in the process of connect students, teachers and family surveys.       It is an annual event designed to engage families in artificial that that that the process of connect students, teachers and family surveys.	Increase family literacy as measured by sign-in sheets and family surveys.	Families will perceive Laurel as a positive and inclusive environment where they

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

### SECTION 9: PROGRAM SCHEDULE

- indicate the school name, program name, and the program year. Please note that programs will be asked to submit updated program Submit your program schedule as an attachment, using the standard program schedule template. The after school schedule must schedules at the beginning of both the Fall and Spring semesters. æ
- The Program Schedule must clearly show when all after school activities listed in the Sections 4 7 will be taking place. 9
- Make sure program schedule clearly shows when the following elementary program requirements will take place: တ
  - One hour/week of literacy instruction for students in grades K-5
    - One hour/week of math instruction for students in grades K-5
- Submit a copy of the school bell schedule for the 2017-18 school year.

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

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

# SECTION 10: SATISFACTORY SCHOOL DAY ATTENDANCE AND CHRONIC ABSENCE ACTION PLAN

Improving school day attendance for all students and reducing chronic absenteeism is one of the key OUSD strategic goals. The district goal is that all students will attend school at least 95% of the required school days or more, thereby achieving satisfactory attendance. Students who attend school 90% or less of required days are considered chronically absent. Students whose attendance falls in the "grey zone" between 90% - 95% are considered at risk of chronic absenteelsm.

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 In partnership with the school day, after school programs can play an important role in supporting student attendance by doing things like school, etc., in addition to providing meaningful after school learning experiences that help keep students engaged and coming.

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

	The state of the s	
Strategies to Support Attendance	Action Steps	
a) Recruit and address the needs of students who are at risk of chronic absenteeism.	Collaborate with the principal to Identify students with individual attendance rates between 90% – 95% for the current school year.	
b) Inform parents about the importance of attendance and encourage parents to help each other get their students to class.	Targeted parent/student orientation of chronic or at risk for absenteeism with a focus on the attendance policy. Have a signed document that acknowledges the policy so parents and participants will adhere.	
c) Track students with poor program attendance and reach out to find out why and how attendance could be improved.	Send out notices quarterly to families of students that have attendance less than 90%.	
d) Celebrate good attendance and/or offer meaningful incentives to attract and reward students for attending our program.	Schedule fun activities on the highest absenteeism days to interrupt absenteeism.	
SECTION 11. TRANSCOBALING SCUCOL CHIT IDE AND CHIMATE		

## SECTION 11: TRANSFORMING SCHOOL CULTURE AND CLIMATE

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

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

- Positive Behavioral Intervention and Supports (PBIS)
- Restorative Justice/Restorative Practices (RJ)

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.

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 following matrix by selecting at least one strategy that the school day and after school programs will work intentionally to align. Detail what a) Discuss with your Site Administrator which strategies your school is using to support positive school culture and climate. Complete the for alignment:

Participate in site-level professional development (PD) together with school day staff

Participate in district-sponsored PD, including PD offered by the Expanded Learning Office

Participate in relevant school committees (ie. Culture and Climate Committee, COST, ILT, etc.)

Align with school day curriculum and practices

Align with school day routines and structures

Observe school day classrooms to align expectations and practices

Other ways to align (please specify)

Select at least Strategy 1 strategy:	Strategy	What will the after school program do to align with school day efforts in this area?
×	Positive Behavioral Intervention and Supports (PBIS)	AS staff is trained on PBSI system used at laurel during the regular day. AS staff communicates the same student expectation. AS staff will collaborate with the school staff on implementation of the SEL curriculum at Laurel.
	Restorative Justice/Restorative Practices (RJ)	
*	Social and Emotional Learning (SEL)	SEL strategies will continue to be incorporated into our model of creating peaceful and professional learning environment training for staff; these strategies become part of our program and employee evaluations in order to hold staff accountable. Staff has opportunities to model for each other, sharing ideas or alternate ways of implementing these strategies.
a a		As staff learns to develop their own SEL skills, they will use the same reflective practices to help their students actively develop their social emotional skills. Staff

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	Alameda County Food Bank PTA
List all subcontractors who will be paid to deliver after school services.	Prescott Circus Theater
Identify other service providers and support personnel at your school (ie. school psychologist, School Based Health Counselor, mental health therapist, school nurse, parent liaison, etc.) whom you will actively collaborate with to accomplish the goals of your program.	Custodial, cafeteria, school day office and teaching staff, Playworks, Lincoln Child Center.

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

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

- 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.
- absenteeism, as determined by individual attendance rates between 90 95% during the current school year. (Programs should collaborate In alignment with OUSD's strategic goal to reduce chronic absenteeism, programs should consider targeting students at risk of chronic with school site leadership to obtain student attendance data.)
- Program must enroll adequate numbers of students to meet CDE attendance targets.
- The ASES and 21\* 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 aw, you must accept a kindergarten family that desires program services, even if your program prioritizes students in grades 1-5.)

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

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

## Which grade levels will you serve in this program? TK through 5th grade

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

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

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

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

### 13c) ENROLLMENT PROCESS AND TIMELINE:

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

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

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

Important dates to include in your timeline:

- April June: Spring enrollment for 2017-18 programs.
- Families will be notified of 2017-18 after school enrollment before the last day of school, June 9, 2017.
- After school programs begin on 1st Day of school, with enrollment at a minimum 75% capacity
  - August September: New school year enrollment of families for remaining program slots.
- Remaining program slots will be filled by September 30, 2017, except for slots reserved for transitional students (ie. Foster and Homeless youth; Newcomers) entering the school mid-year.
- All programs must maintain waitlists after program slots are filled.

## 13d) School Support for Program Recruitment

Describe how the school will support after school program recruitment efforts. Specify how school staff will help promote the after school program, refer students, and communicate with families about program opportunities:

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

Lead Agency Signature:

Principal Signature:

ASES and 21st CCLC Elementary School After School Programs

# 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	Agency frittials	2017 – 18 Assurances for Grant Compliance and After School Alignment with School Day
9		1) Site Administrator and Lead Agency Director/Site Coordinator have reviewed the CA Dept of Education's ASES and/or 21st Century Grant Assurances, and understand mandated grant compliance elements.
5	3	2) Site Administrator and Site Coordinator will meet at least once monthly to ensure program is meeting identified goals. (Biweekly check-ins are recommended.)
4	7	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.
C	12	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	\$	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.
3	7	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.
6	1	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.
6	Z	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.
6	7	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.
6	S S	10) Site Administrator is aware that CDE does not increase after school grant funding for minimum days, and that programs
)		ASES AND 21ST COLO ETEMBERIARY SCHOOL ARET COLO ETEMBERIARY SCHOOL ARET SCHOOL FINGESCHOOL

2017-2018

are required to herate 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. ection 15: After School Quality Support Coach Lead Agency Signature: Principal Signature:

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

- Provide classroom observations, coaching support, and trainings to improve staff practices and program quality.
- gather and review data on program quality, make plans for improvement, and receive training and coaching supports aligned to improvement Support the after school program's Assess - Plan - Improve continuous quality improvement processes by helping after school programs
- 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.

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 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 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

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 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  None  None  Lead Agency Signature:	In addition to a Quality Support Coach, some schools choose to be school, such as math or literacy intervention and ELL instruction.  Please list specific after school classes/activities that will be face extended contract who are providing direct services to students a After school grant funds can be utilized for this direct service wor Quality Support Coach is primarily responsible for providing coach their staff capacity-building services. Teachers doing direct services rates may change if there are district pay raises next year.  List after school classes/activities that will be facilitated by on extended contract.  None  Principal Signature:
	s/activities that will be
Il be facilitated by teachers paid on extended contract. Important note: Teache idents after school must be paid at the negotiated rate of \$26.61/hr (per OEA cornice work. The Quality Support Coach cannot provide direct service to students. The coaching and training, and is paid at the negotiated Paid-In-Service rate of \$34 ct service work after school must be paid with an extended contract. Note these	Please list specific after school classes/activities that wi extended contract who are providing direct services to str After school grant funds can be utilized for this direct servicality Support Coach is primarily responsible for providin their staff capacity-building services. Teachers doing directes may change if there are district pay raises next year
ose to have teachers on extended contract to provide direct service to students are	Teachers on Extended Contract for Direct Service In addition to a Quality Support Coach, some schools cho school, such as math or literacy intervention and ELL inst
	Lena Why, Second Grade Teacher
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:	If known, please specify the name of the person who will
l staff Literacy or Math coach, BTSA coach, etc.)	<ul> <li>A qualified professional who is part of the school staff</li> <li>An OUSD coach connected to the school (i.e. LCI Litera</li> <li>Other individual (please specify in detail):</li> </ul>

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

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

### After School Safety and Emergency Planning

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

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

- Site Administrator and ASP Site Coordinator will meet at beginning of school year to update After School Emergency Plan collaboratively. ×
- Site will share Comprehensive School Site Safety Plan with after school partner.  $\boxtimes$
- School day and after school programs will coordinate emergency drill schedules & procedures (ie. earthquake, fire, and lockdown
- After School staff will participate in site-level faculty safety trainings.
- School will provide after school staff with access to disaster supplies and other resources in case there is an emergency after school.
- Site Administrator and ASP Site Coordinator will meet regularly to review after school incidences and update safety plans as needed.

B) Describe the training and resources the school will provide after school staff on safety procedures, including lockdown procedures and communication protocols for crisis response. This training takes place during the initial orientation and training week in August. The staff is taken on a tour of the school to familiarize them with relationship/partnership, which is a crucial element when it comes to securing our campus and students. Staff is familiarized with the emergency kits kept in each classroom. Staff has at all times a basic first aid kit on hand. All program staff orients the students with what to do in case of an the campus and oriented on the after school safety plan. Staff also has time to connect with the classroom teachers to create a positive emergency and participate in practice drills. Staff is CPR, first aid, and AED certified

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

8 0

## Section 17: Professional Development and Staff Wellness

### Professional Development Expectation

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

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

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

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

The Site Administrator will allow one hour twice per year for ASP and school day teachers to meet, review strategies, check-in about specific students, etc.

### Please review and sign off on the following:

data. My program will adequately budget for staff time to participate in professional development over the course of the year (for key line staff, Safe Passages and school partners firmly believe that professional development is critical to ensuring program quality. The after school program is committed to providing and mandating professional development opportunities for after school staff, based on needs identified by program 8 D recommended at least 20 hours of PD/year). 🗵 Yes

### Staff Wellness

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

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

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

### Social and Emotional Learning (SEL)

Developing SEL skills in students and adults who work in the Oakland school system is a key priority for OUSD. SEL includes the following skills: Describe how you will work intentionally to develop SEL skills in program staff, so that they can model SEL skills to students: self-management, self-awareness, social awareness, relationship skills, and responsible decision-making.

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

students and support SEL skill development for students.

Continuous Quality improvement (CQI)

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

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

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

Review and mark all commitments:

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

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

Principal Signature:

Lead Agency Signature:



### OAKLAND UNIFIED SCHOOL DISTRICT ASES AND 21<sup>ST</sup> CENTURY AFTER SCHOOL PROGRAMS

PARENT PERMISSION AND STUDENT INFORMATION - ELEMENTARY AND MIDDLE SCHOOLS

Name of School:		Parent Signa	ture:		_ Date:
Student's Name		Grade		Date of Birth	
Parent/Guardian Name (Please	print)	Email Addre	ess Ess		
Home Address		City	Zip		
Home Phone		ork Phone		Cell Phone	Y
E	MERGENCY CON	ITACT INFO	DRMATI	ION	
In case of emergency please co	ntact:				
Name	Relationship			Phone: work/ho	me/cell
Does your child have health cov	erage?	Yes		No	
					<b>-</b> 2
Name of Medical Insurance	Policy/ Insure	ance#	Prima	iry Insured's Nan	ne
	_	ance#	Primo	iry Insured's Nan	ie
Name of Medical Insurance  Name of Child's Doctor  I authorize After School Programay be necessary for my child of	Tele	ephone ish and/or ol	btain en		

that the Oakland Unified School District person or property as a result of particip discharge the Oakland Unified School Di	hool program and that participation is voluntary. I understand t is not responsible for loss, damage, illness, or injury to pation in the after school program. I hereby release and strict and its officers, employees, agents, and volunteers, death, loss or damage as a result of after school program
Parent/Guardian Signature:	Date
STUDEN	T RELEASE/ PICK UP POLICY
school is out and will end by 6:00 p.m.	the After School Program will begin immediately after.  Students will not be released to go home from the After by the parent/guardian or one of the individuals listed below:
<b></b>	235
Parent/Guardian/Caretaker Signature	Date
When I am unable to pick my child up, I child to:	give After School Program staff permission to release my
Name/Relationship	Phone Numbers: Home/Work/Cell
Name/Relationship	Phone Numbers: Home/Work/Cell
picked up by 6:00 p.m., After School Pro	n time. The program ends by 6:00 p.m. If students are not gram staff are required by law to report to Child Protective instances of tardiness in picking up your child will result in
	E PROGRAMS AND TRACK STUDENT PROGRESS
review my child's school data (including be performance indices, and demographic defor the purpose of providing targeted su effectiveness of the After School Progrand any designated evaluation consultant	Program Staff and any designated evaluation consultant to out not limited to test scores, report cards, attendance, other ata), and input my child's data into the after school database apport and academic instruction and assessing the ram. I also give permission for After School Program staff to monitor my child's progress and to require my child to pose of determining program effectiveness.

RELEASE OF LIABILITY

\_\_\_\_Parent/Guardian Signature

PHOTO/VIDEO RELEASE
During your child's attendance in the After School Program, s/he may participate in an activity that is being photographed or videotaped; these photographs/video recordings may be used for promotional purposes.
My childmaymay not be photographed/videotaped by the After School program for promotional purposes.
I authorize the OUSD or any third party it has approved to photograph or videotape my child during After School program activities and to edit or use any photographs or recordings at the sole discretion of OUSD. I understand that I and my child shall have no legal right or interest arising from the recording, including economic interest. I also agree to release and hold harmless the OUSD and any third party it has approved from and against all claims, demands, damages, and liabilities arising out of or use of the recording.
Parent/Guardian Signature
Program Policies
<ul> <li>I understand that my child is expected to participate fully in the after school program:</li> <li>Elementary School students are expected to participate every day until 6pm, for a total of 15 hours per week.</li> <li>Middle School students are expected to participate at least 3 days per week until 6pm, for a minimum total of 9 hours per week.</li> </ul>
I understand that eligible students who can fully participate in the program have priority enrollment. If my child cannot fully participate, my child may lose his/her spot in the program.
I understand that my child (in 2 <sup>nd</sup> grade or higher) must sign in to program on a daily basis, and my child or a parent/guardian must sign out of program daily.
I understand that some OUSD after school programs may charge fees on a sliding scale in order to serve more students and provide more services. I understand that no child who is eligible for the program will be denied enrollment due to a family's inability to pay program fees.
Parent/Guardian Signature

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

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

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

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

School Site:	_	
Name of Program:	<u> </u>	
Name of Student:	_	
Grade:		
I request early release of my child from the A (please check reason)	fter School Program at	oʻclock p.m.
□ I am concerned for my child's safety in ret	urning home by him/herself after (	dark.
□ I am unavailable to pick my child up after t	his time.	
□ Other:		
As parent/guardian, I hereby release and disci officers, employees, agents and volunteers fro arising from my child's' early release from the	m all claims for injury, illness, deat	District and its th, loss or damage
<b>✓</b>	<b>-</b>	•
Signature of Parent/Guardian	Date	

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

FOI	FOR STUDENTS AGES AND OLDER ONLY	
Scho	chool Site:	
Nam	lame of Student:	
Grac	rade:	
Date	ate of Birth of Student:	
	f I arrive later than the dismissal time or am unable to pick up my child chool Program:	d at the end of the After
	I give the After School Program staff permission to release my chil program without supervision.	d from the after school
offic a res	s parent/guardian, I hereby release and discharge the Oakland Unifie fficers, employees, agents, and volunteers from all claims for injury, ill result of the release of my child without supervision if I arrive later to mable to pick up my child at the end of the After School Program day.	lness, death, loss or damage as
[	<b>✓</b>	<del></del>
	Signature of Parent/Guardian Date	

### OUSD After School Programs 2017–2018 Student Health Form

School Site: \_\_\_\_

tudent's Name	Date of Birth
rade in 2017-18	Language spoken in the home
ARENT/GUARDIAN INFORMATION	N
arent/Guardian Name (First, Last)	
itudent's Home Address	
hone (home)	<u> </u>
Parent/Guardian Cell #	Parent/Guardian Work #
MERGENCY In case of emergency, please contac	:†:
Jome :	
AUDIE:	Relationship to student:
Phone Number:	
Phone Number:  HEALTH Please check if your child has any of school:	f these Health Conditions and requires management afte
thone Number:	f these Health Conditions and requires management afte  ———————————————————————————————————
hone Number:	f these Health Conditions and requires management afte  ———————————————————————————————————
hone Number:	f these Health Conditions and requires management afte  Student has Epi-pen at school  Student has inhaler at school  Student has medication at school
Hone Number:	f these Health Conditions and requires management afte  Student has Epi-pen at school Student has inhaler at school Student has medication at school Student has medication at school
Phone Number:  HEALTH Please check if your child has any of school:	f these Health Conditions and requires management afte  Student has Epi-pen at school  Student has inhaler at school  Student has medication at school

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

See your School Nurse/Health Services for more information.

Authorization to treat 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:		to program (ii ap)
Site Name	Lead Agency Name	
Name of Contact Person	Email	4
Telephone	Fax	
The following Fleld Trips, Off Site Events Program will occur during:     Fall Semester- August 21, 2017 to   Spring Semester- January 22, 201   Summer Program (Specify dates:	January 19, 2018 8 to June 7, 2018	After School
Name of Field Trip, Off Site Event, and/or Off Site Activities	Date(s)	Time(s)
0		
	· · · · · · · · · · · · · · · · · · ·	
		-
	,	
	17	
Site Coordinator Signature	Date	
and Assess Director Observation	Date	
_ead Agency Director Signature		

### EAST BAY REGIONAL PARK DISTRICT

### WAIVER AND RELEASE OF LIABILITY AND INDERNITY AGREEMENT

Welver and Release of Liability. In consideration of being allowed to use and participate in activities at East Bay Regional Park District's facilities, including but not limited to its pools, lakes, shorelines and swimming lagoons ("Recreational Activity"), I, for myself and my speuse, my child, heirs, personal representatives, next of kin, and assigns, voluntarily agree to release, waive, discharge, and promise not to sue the East Bay Regional Park District, its officers, directors, agents, volunteers, and employees (collectively the "District") from any and all !lability for any accident, illness, injury, death, wrongful death, or property damaga/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, alipping on unever 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 disks that are not known to me or reasonably foreseeable at this time. By signing below, I acknowledge that participation in the Recreaticial Activity and the use of District facilities, equipment, and transportation is voluntary and that I knowlingly assume any and all risks, there 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 enyone 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 negigence of the District or otherwise, and agree to reimburse the District for any resulting costs, expenses, and attorneys' fees

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

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

I have read this Agreement and understand that I am giving up substantial rights by signing it, but do so vokuntarily 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 Parti	cipant is unider 18). (Print)
Signature Participant Signature (if over 18) or Custod a	Dete
	EBROD Warren - Short U

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

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

RELEASE OF LIABILITY AND ASSUMPTION OF RISK
In exchange for being permitted to participate or have my child/ward participate in activities and use equipment and facilities, I agree to release, indemnify and discharge Oakland Unified School District ("OUSD"),, and their respective agents, directors and employees on behalf of myself, my spouse/domestic partner, children, heirs, assigns, and estate as described below.
1. I am familiar with the Middle School Sports League Activities and facility rules and agree that I and my child will follow them. I understand that the recreational activities or use of the facilities or equipment carries inherent risks which cannot be eliminated regardless of the presence of coaches or other care taken to avoid injury. I understand that OUSD and are no responsible for loss, damage, illness, or injury, or death, to person or property as a result of use of the facilities or equipment or participation in the Middle School Sports League activities offered after school and on designated weekend days as scheduled.
2. As parent/guardian, I certify that my child is physically fit and medically able to participate in the Middle School Sports League activities and that parent/guardians have not been advised otherwise by a qualified medical person. I authorize OUSD,, or Middle School Sports League staff to furnish and/or obtain emergency medical treatment which may be necessary for me or my child during Middle School Sports League activities. Participant and/or parent/guardian agree to pay all costs associated with medical care and transportation for the participant as provided by law.
3. As parent/guardian, I have reviewed the schedule(s) for Middle School Sports League activities and understand that weather permitting the Middle School Sports League activities generally rule after school and on designated weekend days of each month as scheduled. Parent/Guardians understand that they are responsible for transporting their child/children and picking up their children promptly at the end of the program and that there is no OUSD or supervision for children after the Middle School Sports League program ends.
4. I agree as an adult participant, or the Parent/Guardian of a minor participant, to grant the right and permission to photograph and/or record me or my child/ward in connection with Middle School Sports League and to use the photograph and/or recording for all purposes.
By signing this document (Release of Liability and Assumption of Risk), I understand that if anyone is hurt or property damaged in connection with Middle School Sports League activities, I may be found to have waived my or my child/ward's right to maintain a lawsuit against OUSD,, or their respective agents, directors, and employees and I am voluntarily choosing to participate.
SIGNATURE Today's Date (Participant or Parent/Legal Guardian if under age of 18)
Participant Name (print) Grade Date of Birth

After School MOU for Elementary and Middle Schools, 2017-2018, page 28 of 37

(COMPLETE INFORMATION ON BOTH SIDES)

School

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



### INVOICING AND STAFF QUALIFICATIONS FORM 2017-2018

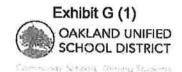
### **Basic Directions**

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

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

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

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



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

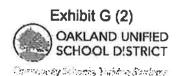
The following procedures are required in submitting invoices that utilize 21st Century and/or ASES funding:

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

The tentative schedule for OUSD payments is anticipated as follows:

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

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



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

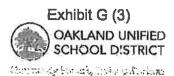
The following procedures are required in submitting fiscal forms for Paid Inservice/Extended Time for OUSD employees utilizing 21st Century and/or ASES funding:

### Paying OUSD Certificated Employees (Teachers)

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

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

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



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

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

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

- ◆ Complete "Combined ET/OT/CT and Move-Up/Acting Time Report", using appropriate Budget Org Key
- Have Employee Sign Form
- ♦ Have Site Coordinator Sign Form
- ♦ Have Principal Approve and Sign Form
- ◆ All Custodial ET/OT forms must be submitted to Custodial Services at 900 High Street.
- ◆ All SSO ET/OT forms must be submitted to the SSO Office at \_1011 Union St.
- Any other ET/OT forms for 21st Century and ASES classified staff must be delivered to Oakland SUCCESS After School Programs Office in order to be processed and paid. Please see payment schedule in chart below. <u>Forms that are submitted after the due dates listed below will be paid on</u> <u>the following Payroll Issue Date</u>. We are located at 1000 Broadway, Suite 150.
- Rate varies depending on employee's hourly rate

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

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

### Exhibit H

### Certificates of Insurance and Additional Insured Endorsement

### **INSERT HERE**



### CERTIFICATE OF LIABILITY INSURANCE

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

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

REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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	USA				AUTHORIZED REPRESENTATIVE					

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

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

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

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

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

### However:

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

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

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

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

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



### CERTIFICATE OF LIABILITY INSURANCE

5/24/2017

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(lee) 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	-	-	CONT	ACY Lisa Pe	accok			_	
CCIS Bonding and Insurance Se	rvic	88	PHON						
CCIS INSURANCE GROUP INC		E-ILA	PHONE (559) 320-2247 FAX (A/C, No); (559) 320-0299 E-MAIL ADDRESS: Lpeacock@ccisinsurance.com						
2520 W Shaw Lane, Suite 104			-Avion						
Fresno CA 937		IMOTO I	ion Ins. Fund	NAIC	#				
INSURED			The second secon	ERB:	compansar	ton ins. Fund	35076		
Safe Passages, Inc, DBA: Safe	Pas	sag		ERC:				_	
250 Frank H. Ogawa Plaza		HC.	Indu						
Suite 6306				INSURER D:					
Oakland CA 946	512	٠						<del> </del>	
COVERAGES CER	TIFIC/	ATE	NUMBER:17/18 WC	ERF:		REVISION NUMBER:			
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if yes, describe under DESCRIPTION OF OPERATIONS below			200			E.L. DISEASE - POLICY LIMIT	\$ 1,000	.000	
			1						
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHIC	LES (AC	CORD	101, Additional Remarks Schedule, ma	y be attached if m	era space is requ	ired)			

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

### Exhibit I

### Statement of Qualifications

### **INSERT HERE**

### tillit

### Safe Passages' Agency History and Qualifications

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

### Who We Are:

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

### Where We Work:

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

### What We Do:

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

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

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

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

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

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

### Successes:

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

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

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

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

- 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.
- 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.
- No Joint Employer Relationship. The Parties acknowledge and agree that it is not their intent to create any
  joint employer relationship and, instead, each employment relationship is separate and distinct as set forth
  in this Agreement. Notwithstanding, EMPLOYEE understands and agrees personnel information may be
  exchanged between OUSD and AGENCY.
- 8. <u>Termination.</u> Subject to any applicable employment laws, any Party may terminate this Agreement or any employment relationship created under this Agreement with two weeks written notice to the other Parties.

 <u>Litigation.</u> This Agreement shall be performed in Oakland, California and is governed by the Laws of the State of California. The Alameda County Superior Court shall have jurisdiction over any state court litigation initiated to enforce or interpret this Agreement.

10. <u>Integration/Entire Agreement of Parties</u>: This Agreement and the Memorandum of Understanding between AGENCY and OUSD from which this Agreement stems, constitute the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by all Parties.

11. 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. <u>Signature Authority</u>. Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been given the proper authority and empowered to enter into this Agreement.

13. Employment Contingent on Governing Board Approval: OUSD shall not be bound by the terms of this Agreement or employment of EMPLOYEE until it has been formally approved by OUSD's Governing Board, and no payment shall be owed or made to EMPLOYEE absent formal approval. This Agreement shall be deemed to be approved when it has been signed all Parties and employment of EMPLOYEE has been approved by the Governing Board.

	President, Board of Education Superintendent or Designee	
S	ecretary, Board of Education	
A	GENCY	
_		
EI	MPLOYEE	

OAKLAND UNIFIED SCHOOL DISTRICT



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

Board of Directors

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

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

Namita S. Brown, Attorney Fagen, Friedman & Fulfrost LLP

Reygan K. Harmon Ceasefire Program Director City of Oakland Police Department

Melissa Hoover Executive Director, Democracy at Work

Colin Lagon Director of Strategic Partnerships, Office of the Mayor, San Francisco; Professional Faculty, Hass School of Business, UC Berkeley

Dr. Tomás Megaña Asostant Professor, Samuel Merritt University; Attending Physician La Chnica de La Raza, Inc., Assistant Chnical Professor, Department of Pediatrics, UCSF

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

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

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

To Whom It May Concern:

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

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

Respectfully,

Josefina Alvarado Mena

CEO

Safe Passages



Josefina Alvarado-Mena

**Executive Director** 

510-238-4458

### MEMORANDUM OF UNDERSTANDING ROUTING FORM 2017-2018

### Basic Directions

Services cannot be provided until the MCU is fully approved and a Purchase Order has been issued.

Agency Information

Agency's

Telephone

Title

Contact Person

- 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.
- OUSD contract originator creates the requisition on IFAS.

250 Frank Ogawa Plaza, Suite 6306

Safe Passages

Oakland

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

State	CA	Zìp Code	94612	Email	jalva	rado@safepa	assages.org	1
OUSD Vendor No		1005510		150				
Attachments	Stateme	nt of qualificat	ons	ppensation Insuranc		st. (www.sam.ę	gov/portal/pu	ıblic/Sam/)
	Co	mpensation	and Terms – M	ust be within OUS	iD Billing G	uidelines		1111
Anticipated Start Date	July 1, 2	2017   Da	te work will end .	August 17, 2018	Total Conf	ract Amount	\$ 93,628 00	
			Budge	Unformation		18 616	8 P   1 1 P C	
Resource #	Resource N	Name	Org K	ey#	Object Code	Amount		Req.#
6010	ASES		131155	5825	\$ 93,628.00	R018	)560 	
					5825	\$		
					5825	\$		
	11.5				5825	\$		
			OUSD Contract	Originator Informa	tion			
Name of OUSD Co	ntact	John Stangl		Email		John.Stangl		@ousd.org
Telephone		510-531-6868		Fax	510-531-67	25		7
Site/Dept. Name		131/Laurel Ele	ementary School	Enrollment Grad	ies	к	through	5th
		Appr	oval and Routing	(in order of appro-	val steps)	PER COLUMN		
services were not pro	vided before a P	O was issued.		nase Order Is issued.				owledge
Please sign under the				Approved		Denied - Reas		Date
1. Site Administrato	or .		AH D	11				6/201
2. Resource Manag	er		Jun 7	Tail.	1			6/2011
3. Network Superin	tendent / Exec	utive Director	Bhow	a Mark	7)			WIN'
4. Cabinet (SBO, C			7 Si	Del				1/10/17
5. Board of Educati	on or Superint	endent /	/					

**Procurement** 

**Date Received** 

Agency Name

Street Address

City

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

Search Term : safe\* passages\* Record Status: Active

ENTITY

SAFE PASSAGES

Status:Active

DUNS: 091927272

+4:

CAGE Code: 4Q7C4

DoDAAC:

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

Debt Subject to Offset?: Yes

Address: 250 FRANK OGAWA PLZ #6306

City: OAKLAND

ZIP Code: 94612-2035

State/Province: CALIFORNIA

**Country: UNITED STATES**