Board Office Use: Legislative File Info.								
File ID Number	18-0709							
Introduction Date	4/25/18							
Enactment Number	18-0678							
Enactment Date	4/25/18 os							



Memo

Wellio		
То	The Board of Education	
From	Kyla Johnson-Trammell, Superintendent	
Board Meeting Date (To be completed by Procurement)		
Subject	Memorandum of Understanding Amendment - 1 East Bay Agency for Children Oakland CA (contractor, City State) 192/Rise Elementary School (site/department)	
Action Requested	Approval of the Amendment to the Memorandum of Understanding between Oakland Unified School District and East Bay Agency for Children Services to be primarily provided to 192/Rise Elementary School 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 additional hours of direct service to help cover for minimum days, prep time, school staff meetings, and professional development opportunities for the After School Program.	
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 East Bay Agency for Children, Oakland, CA, for the latter to provide additional hours of direct service to help cover for minimum days, prep time, school staff meetings, and professional development opportunities for the After School Program at Rise Elementary School for the period of July 1, 2017 through August 17, 2018, in the amount of \$8,613.00, increasing the agreement from \$90,621.00 to an amount not to exceed \$99,234.00. 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 East Bay Agency for Children Services to be primarily provided to 192/Rise Elementary School the period of July 1, 2017through August 17, 2018	_for
Fiscal Impact	Funding resource name (please spell out) 6010/After School Education and Safety (ASES) Grant no exceed \$ 8,613.00	ot to
Attachments	MOU Amendment	

Copy of original MOU



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

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

Board Office Use: Legislative File Info.							
File ID Number 18-0709							
Introduction Date	4/25/18						
Enactment Number	18-0678						
Enactment Date	4/25/18 os						



AMENDMENT NO. 1 TO MEMORANDUM OF UNDERSTANDING

Th	e Oakland U	nified School	District (OUSD) and East Bay Age	ency for Children	(Agency) entered into	a Memorandum
			U) on_July 1, 2017			
1.0	If scope of materials, ac Agency agr	work changed dditional sites to ees to provide ncy for Children	ing Source has <u>changed</u> . The d: Provide the revised scope of we receive services, additional duties the following amended services will provide additional hours of direct second or the After School Program of the After School	/ork including descript s, and/or reports; attack s: ervice to help cover for m	on of expected final results a additional pages as necess animum days, prep time, school	, such as services, sary.
2.	Terms (dura	anged: The t	The term of the MOU is <u>unchanged</u> term of the MOU is extended by e is		the MOU has <u>changed</u> . (days/weeks/	months), and the
3.	Increase	ensation is ch of \$ 8,613.00	the compensation is <u>unchanged</u> . anged: The MOU price is amer to original MOU amount – F to original MOU amount– F	nded by: Funding Source: After s		
		ımulative Amou	unt of ISA(s)is not to exceed: Nine			
4.	Remaining and in full for	Provisions: orce and effec	All other provisions of the Mot as originally stated.	OU, and prior Amer	ndment(s) if any, shall re	main unchanged
5.	Amendme	nt History: 🎚	There are no prior amendments t	to this MOU. 🔲 This	MOU has previously been a	mended as follows:
	No.	Date	General Description	of Reason for Amend	ment I	Amount of ease (Decrease)
					\$	
					\$	
					\$	
[Signature by Acric President, E Superintence	y the Board o	4/26/18 Date 4/26/18	AGENCY Contractor Signa Print Name, Title	ture Ailshie	Approval requires 3/28/18 Date CFO

Scope of Work for ASES Grant Increase OUSD After School Programs 2017-18

School Site: RISE Community School

Lead Agency Partner: East Bay Agency for Children

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

- 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

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

Purpose	Description
Pay for additional critical after school staff	Benefited Afterschool Program Instructors (@ \$15.45/hr) (\$15.45/hr X 18hrs direct service X 38wks) = \$10,568 (\$15.45/hr X 23hrs extra minimum days) = \$355 (\$15.45/hr X (3hrs x 38wks= 114 prep +38hrs meeting) 152prep/mtg hours) = \$2,348 (\$15.45/hr X 70hrs/year PD)= \$1,082
N. Control of the con	(\$15.45/hr X 22hrs x 5.5wks closed days) =\$1,870 Total = \$16,223 40% of this position is now being paid for by these additional funds = \$6,506
Other	\$239 added to Agency Indirect \$1,868 added to benefits line

Date: _ Lead Agency Signature: Principal Signature:

2017-18 AFTER SCHOOL BUDGET PLANNING SPREADSHEET ELEMENTARY & MIDDLE SCHOOLS 02.2017

			-					
Site Name:	RISE Community School			ASES		OFCY Match Funds	Other School Site Funds	Other Lead Agency Funds
Site #:	192		Resource 6010	Program 1553				
		%	OUSD	Load Agency	%	Lead Agency	ouso	Lead Agency
Average #	of students to be served daily (ADA): 85	76	440.0	20.00	70		East New York	
CENTRAL	TOTAL GRANT AWARD COSTS: INDIRECT, ADMIN, EVAL, PD,		119,0	26.30		72,000.00	0.00	55,778.65
	L, SUPPLIES			والمستلب				
	OUSD Indirect (5%)		5,667.92		450			
	OUSD ASPO admin, evaluation, and training/technical assistance costs		7,415.97					
	Custodial Staffing and Supplies at 3.5%		3,707.98		100			
	TOTAL SITE ALLOCATION	enia	102,2	34.43		-		
CERTIFICA	ATED PERSONNEL		102,2	74,45				
			720010000000		W.W.			
1120	Quality Support Coach/Academic Lielson REQUIRED		2,500.00				0.00	
1120	Certificated Teacher Extended Contracts- math or ELA academic intervention (required for MS)		0.00				0.00	
1120	Certificated Teacher Extended Contracts- ELL supports				wije.			
1,120	Total certificated		2,500.00				0.00	
CLASSIFIE	D PERSONNEL		7			-		71-7-1
2205	Site Coordinator (list here, if district employee)		0.00	0.00	agu		0.00	0.00
2220	SSO (optional)		0.00				0.00	0.00
	Total classified		0.00	0.00			0.00	0.00
BENEFITS	The second of Charles							
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		0.00					
3000's	42%)		0.00					
3000's	Lead Agency benefits (rate: 25%)			19,278.51		10,157.00		10,325.24
	Total benefits		500.00	19,278.51	0.00	10,157.00	0.00	10,325.24
	ID SUPPLIES							
4310	Supplies (OUSD only, except for Summer Supplemental)		0.00			1,000.00	0.00	1,500.00
4310	Curriculum (OUSD only)		0.00				0.00	0.00
5829	Field Trips	rjā	0.00				0.00	0.00
4420	Equipment (OUSD only)	16	0.00				0.00	0.00
	Total books and supplies		0.00	0.00		1,000.00	0.00	
CONTRAC	TED SERVICES		0.00	0.00		1,000.00	0.00	1,500.00
5825	Site Coordinator		0.00	38,625.00		7,725.00		
	2 Benefited Afterschool Program Instructors (@ \$15/hr) (\$15/hr X 18hrs direct service X 38wks) = \$10,260 (\$15/hr X 23hrs extra minimum days) = \$345 (\$15/hr X (3hrs x 38wks= 114 prep +38hrs meeting) 152prep/mtg hours) = \$2,280 (\$15/hr X 70hrs/year PD)= \$1,050 (\$15/hr X 22hrs x 5.5wks closed days) =\$1,815 Total = \$15,750 \$15,750 x 2 Instructors = \$31,500		0.90					
5025				15,750.00		15,750.00		

5825 5825 5825 5825 IN-KIND DIF	3 Benefited Afterschool Program Instructors (@ \$15.45/hr) (\$15.45/hr X 18hrs direct service X 38wks) = \$10,568 (\$15.45/hr X 23hrs extra minimum days) = \$355 (\$15.45/hr X 23hrs extra minimum days) = \$355 (\$15.45/hr X (3hrs x 38wks= 114 prep +38hrs meeting) 152prep/mtg hours) = \$2,348 (\$15.45/hr X 70hrs/year PD)= \$1,082 (\$15.45/hr X 22hrs x 5.5wks closed days) =\$1,870 Total = \$16,223 \$16,223 x 3 Instructors = \$48,669 Oakland Youth Chorus Program Director Total services RECT SERVICES		0.00	22,739.02 77,114.02	19年の日本の日本の日本の日本の日本の日本の日本の日本の日本の日本の日本の日本の日本の	16,233.00 14,000.00 53,708.00	0.00 0.00 0.00	9,726.98 4,000.00 3,812.00 17,538.98 0.00
LEAD AGE	ENCY ADMINISTRATIVE COSTS							
***************************************	Lead Agency admin (4% max of total contracted \$)	700		2,841.91		7,135.00		26,414.43
SUBTOTA	Subtotals DIRECT SERVICE	22.00	4 770 00	00 000 50	-		- 100	8100
	Subtotals Direct Service Subtotals Admin/Indirect	85.00	4,779.83	96,392.53	_	64,865.00	0.00	29,364.22
TOTALS	Subtotals Admin/Indirect	15.00	15,012.04	2,841.91	茶杯杯	7,135.00		26,414.43
	Total budgeted per column	F-11	19,791.87	99,234.43	anti)	72,000.00	0.00	55,778.65
	Total BUDGETED	#####	119,02	6.30	###	72,000.00	0.00	55,778.65
	BALANCE remaining to allocate		\$0.00			\$0.00	\$0.00	\$0.00
	TOTAL GRANT AWARD/ALLOCATION TO SITE		\$119,026.30		\$72,000.00			\$55,778.65
Contract Contract	TCH REQUIREMENT: aires a 3:1 match for every grant award dollar							
Total Matc	h amount required for this grant:		39,675.43					
Facilities c	ount toward 25% of this match requirement:		9,918.86					
Remaining	match amount required:		29,756.58					
Match sho	uld be met by combined OFCY funds, other site ate dollars, and in-kind resources. This total		127,778.65					
	h amount left to meet:							

Required Signatures for Budget Approval:

Principal:	Delle 10	Date
Lead Agency:	Proce da arlie	Date



MEMORANDUM OF UNDERSTANDING 2017-2018 **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.

 If the MOU total amount has increased, OUSD contract originator creates new requisition. OUSD contract originator submits amendment packet for approval within two weeks of creating the requisition. 											
,	When the MOU amendment is approved, Procurement will add additional funds to the original Purchase Order.										
The Legal De	The Legal Department must review and approve all amendments that do not use the OUSD template MOU Amendment form.										
				Agency	Informatio	n					
Agency Name East Bay Agency for Children				Agency's C	ontact I	Person	Josh	Leonard			
Street Address 303 Van Buren Avenue			Title				f Executive Offi	cer			
City	Oakland			CA					268-3770		
Zip Code	94610		Vendor Nur		V001647		Email	Josh	.Leonard@eba	c.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 with the Fingerprinting/Background Investigation and have a negative tuberculosis status. Compensation – Must be within OUSD Billing Guidelines				ultants							
		Com	pensation -	– Must be v				ines		2.5	
Original MOU Amount \$90,621.00			.00		Original PO	Number	•		P1801865		
Amended Mo	OU Amount	\$8,613.	00		New Requis	ition Nur	mber		R0183464		
New Total M	OU Amount	\$99,234	.00								
1000				Budge	t Information						
Resource #	Resource	Name		Org Key#			Object Code		P	mount	
6010	ASES (3rant		1921553401			5825		\$ 8	3,613.00	
									5825		
								5825			
								5825			
		11 14 1	ous	D Contract	Originator In	formati	on		100		
Name of OU	SD Contact	Samanth	a Keller		Email Samantha.Keller (r @ousd.org			
Telephone		510-729-	7732		Fax 510-729-7734						
Site/Dept. N	ame	192/Rise	Elementary S	chool							
					g (in order of						
Additional se increased	ervices above ori by Procurement. OUSD Admini	Signing this	document affin	ms that to you ຄ	r knowledge ad approved.	ditional s	ervices wer	e not	provided before	the amer	ount has been ndment was
			s mar mis ver		_	LXOIGGC	T		ied – Reason	901	Date
	nder the appropr	nate column.		Cal	Approved		<u>u</u>		ileu - Neason		2/20/10
Site Admi Resource	Manager, if a	onlicable		5100							3-29-18
	or Regional Ex		er								10176
	Chief / Deputy			Snd E	Anil						
5. Superinte	ndent or Board	d of Education	on								
Legal – Req	uired if not stand	lard MOU Am	endment								
Procuremer	t Date Rec	eived									

Board Office Use: Le	gislative File Info.
File ID Number	17-1558
Introduction Date	8/23/17
Enactment Number	17-1726
Enactment Date	8/23/17 -C



Memo

To

Board of Education

From

Kyla Johnson-Trammell, Superintendent

Board Meeting Date

August 23, 2017

Subject

Memorandum of Understanding - East Bay Agency for Children (contractor) - 192/Rise Elementary School (site)

Action Requested

Approval of a Memorandum of Understanding (MOU) between District and East Bay Agency for Children, for services to be provided primarily to Rise 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 East Bay Agency for Children, Oakland, CA, for the latter to serve as lead agency for program coordination, math intervention, homework support, student supervision and a variety of enrichment services for Rise Elementary School's comprehensive After School Program for the period of July 1, 2017 through August 18, 2018, in the amount of \$90,621.00.

Recommendation

Approval by the Board of Education of a Memorandum of Understanding (MOU) between the District and East Bay Agency for Children for the latter to provide Arts, Recreation, Leadership and Family Literary activities in its capacity as a Comprehensive After School Program Lead Agency at Rise Elementary School for the period July 1, 2017 through August 18, 2018.

Fiscal Impact

Funding Resource: <u>6010/After School Education and Safety (ASES) Grant</u> in an amount not to exceed <u>\$90,621.00</u>.

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. 17-1558
Department: After School Program, Rise Elementary School
Vendor Name: East Bay Agency for Children, Oakland, CA
Contract Term: Start Date: 7/1/2017 End Date: 8/18/2018
Annual Cost: \$ 90,621.00
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 compilance requirements, and achieves youth development quality standards.
Was this contract competitively bid? Yes No No
If No, answer the following:
1) How did you determine the price is competitive?
The California Department of Education allocates site-specific grant funding to OUSD schools. The lead agency partner works in collaboration with the school site administrator to complete an after school budget plan specifying the requested after school services and agreed upon cost of services. The final contract amount for the agency is approved by the school site administrator and by the OUSD Expanded Learning Office, once budget plans are approved for compliance and program plans meet CDE requirements. The lead agency leverages additional funding and in-kind resources to augment the contracted amount from OUSD to support high quality program implementation.

2)	Pleas	se check the competitive bid exception relied upon:
	ᆜ	Educational Materials
	\Box	Special Services contracts for financial, economic, accounting, legal or administrative services
	Ц	CUPCCAA exception (Uniform Public Construction Cost Accounting Act)
		Professional Service Agreements of less than \$87,800 (increases a small amount on January 1 of each year)
	Ц	Construction related Professional Services such as Architects, DSA Inspectors, Environmental Consultants and Construction Managers (require a "fair, competitive selection process)
	Ш	Energy conservation and alternative energy supply (e.g., solar, energy conservation, co-generation and alternate energy supply sources)
	ᆜ	Emergency contracts [requires Board resolution declaring an emergency]
	Ц	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
	Ц	Perishable Food
	Ц	Sole Source
	ᆜ	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

East Bay Agency for Children

- 1. Intent. This Memorandum of Understanding ("MOU") establishes the Oakland Unified School District's ("OUSD") intent, contingent upon OUSD's receipt of California Department of Education and/or U.S. Department of Education after school grant funds, to contract with <u>East Bay Agency for Children</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>192/Rise</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>East Bay Agency for Children</u> is \$90,621. AGENCY shall be entitled to compensation from these funds in accordance with the following terms and conditions:

- 4.1 Total Compensation. Subject to the provisions of 4.2 Positive Attendance and the provisions of 4.3 Administrative Fee and subject to AGENCY compliance with MOU requirements, AGENCY shall receive the amount of the grant award less OUSD's administrative fees and other site costs agreed to by the Site Administrator and AGENCY. Penalties may be assessed or payments withheld for non-compliance, including but not limited to MOU requirements, attendance reporting, fiscal invoicing, full participation at OUSD required meetings and trainings and in continuous quality improvement efforts.
- 4.2. Positive Attendance. Payment for services rendered related to the ASESP and 21st CCLC grants shall be based on actual student attendance rates (\$7.50 a day per student), not estimates, as those programs are "positive attendance based." OUSD reserves the right to modify the annual core allocation based on reported attendance. In the event that payments made to AGENCY exceed the reported attendance for the Core grant, the AGENCY will return payments to OUSD at the rate of \$7.50 a day per student. Documentation of attendance must be submitted through the OUSD/OFCY attendance systems in order for invoices for payment of services for the ASESP and 21st CCLC grants to be processed. Exhibit A (Attendance Reporting Schedule 2017-2018")
 - 4.2.1. Reconciliation Process for Positive Attendance Based Grant Funds. OUSD will adjust the payment of the "positive attendance based" grants based on quarterly review of monthly invoices and attendance for services rendered related to the ASESP, 21ST CCLC (Core Grant) for any adjustments resulting from the reconciliation of the attendance reports for that quarter's months. The attendance reconciliation process will assess the program's performance with respect to the required compliance with the grant mandated attendance rates. Based on the review, financial adjustments of additional payment or additional withholding will be made. Any remaining balance(s) will be forwarded to AGENCY or OUSD. Any adjustment required in excess of the withholding will necessitate additional adjustments to future invoices and payments.
 - 4.2.2. Administrative Charges and Reconciliation. Reconciliation process for positive attendance based grants must factor in the subtraction of administrative and other OUSD central charges, as outlined in section 4.3, from any grant amounts earned through attendance (OUSD indirect, custodial, evaluation, and After School Programs Office administrative and training/technical assistance fees).
- 4.3. **OUSD Administrative Fees.** OUSD shall charge and withhold up to 14% from the overall ASESP and 21st Century grant awards for central indirect, administrative, custodial, evaluation, and direct service training and technical assistance.
- 4.4. **AGENCY Administrative Fees.** AGENCY understands and agrees that it may not charge more than 4% of the total contract amount as administrative fees and that its administrative fees must be set at an appropriate dollar amount to keep the ASESP and 21st Century grants within the grant-mandated allowable 15% for total indirect/administrative costs. The agency administrative fees charged to the ASESP and 21st CCLC grants must be used for direct administrative costs and cannot be used for agency indirect costs. Direct administrative costs consist of expenditures for administrative activities that provide a direct benefit to the ASESP and 21st CCLC programs. Indirect costs consist of expenditures for administrative activities that are necessary for the general operation of the agency, but that cannot be tied to the ASESP and 21st CCLC programs.
- 4.5. **Program Budget.** The grant will remain as part of the site budget. Funds will be encumbered from the site budget on behalf of AGENCY for the school year 2017-2018 and will not exceed \$90,621 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.

- Program Fees. The intent of the ASESP and 21st CCLC programs is to establish local programs 4.7. that offer academic assistance and enrichment for students in need of such services regardless of their ability to pay. Though it is not against the rules to charge fees for participation in programs, the CA Department of Education discourages it because it could exclude students in need from attending and taking advantage of the after school program. Fees should not create a barrier to participation in the after school program. After school services must be equally accessible to all students targeted for services regardless of their ability to pay. Programs that propose to charge fees may not prohibit any family from participating based on their inability to pay and must offer a sliding scale of fees and scholarships for those who could not otherwise afford to participate. Any income collected from fees must be used to fund program activities specified in the grant application. AGENCY shall do full accounting of fees collected, and documentation shall be kept for 5 years for auditing purposes. If AGENCY decides to charge fees, this decision shall be made collaboratively with the Site Administrator, and AGENCY shall work collaboratively with the Site Administrator and parent leaders to develop an appropriate program fee structure for the school community. AGENCY shall provide the OUSD After School Programs Office with written documentation of the program fee structure prior to charging any program fees, and shall provide OUSD with additional documentation upon request, to ensure grant compliance.
- 5. Scope of Work. AGENCY will serve as lead agency at <u>192/Rise</u>, will be responsible for operations and management of the ASESP, 21st CCLC, OFCY, and private grants contracted to AGENCY by OUSD for fiscal year 2017-2018. This shall include the following required activities:
 - 5.1. Student Outcomes. AGENCY shall achieve the student outcomes as described in the grant application narrative and articulated in documents from the program evaluation team. AGENCY agrees to develop school specific outcomes, as defined in partnership with the principal. AGENCY recognizes that the principal is the chief decision maker for after school and summer programs, and ensures that school site objectives are met.
 - 5.1.1. Alignment with Single Plan for Student Achievement ("Site Plan"). AGENCY will ensure the after school program aligns with OUSD and 192/Rise 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 coπesponding CQI trainings provided by the OUSD After School Programs Office.

- 5.2. Oversight. AGENCY will provide oversight, fiscal management, payroll services, technical assistance, and facilitation of collaboration with other service providers. Agency must ensure compliance with ASESP and 21st CCLC funding guideline requirements and follow OUSD after school policies and procedures. This includes compliance with OUSD staffing requirements and policies including No Child Left Behind and other legislative mandates.
- 5.3. Enrollment. AGENCY will enroll <u>K</u> through <u>5th</u> grade students at <u>192/Rise</u>, to serve sufficient number of students and run services for a sufficient number of days to earn the full core grant allocation of funding.

5.4. Program Requirements

- 5.4.1. **Program Hours.** The program shall be offered Monday through Friday, every regular school day annually, commencing immediately upon the conclusion of the regular school day, operating a minimum of 15 hours/week, and until 6:00 pm daily. Instructional activities must include a balance of both academic and enrichment/recreation components.
- 5.4.2. Program Days. The program shall be offered a minimum of 177 180 days during the 2017 2018 school year. AGENCY will close the ASESP and 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 192/Rise. AGENCY acknowledges and agrees to provide programming consistent with grant guidelines including, but not limited to:
 - Educational and Literacy. An educational and literacy element that must provide tutoring and/or homework assistance designed to help students meet state standards in one or more of the following core academic subjects: reading/language arts, mathematics, history and social studies, or science. A broad range of activities may be implemented based on local student needs and interests.
 - Enrichment. The enrichment element must offer an array of additional services, programs and activities that reinforce and complement the school's academic program. Enrichment may include but is not limited to arts, youth development, leadership, recreation, sports, music, career awareness, college interest, service learning and other youth development activities based upon student needs and interests. All programs must offer both enrichment and recreation/physical fitness activities as core components of the after school program and summer program.
 - Family Literacy Services. In all programs receiving 21st CCLC grant funds, AGENCY shall assess the need for family literacy services among adult family members of the students to be served by the program. All programs will, at a minimum, either refer families to existing services or coordinate with local service providers to deliver literacy and educational development services.
 - Equitable Access Programming. AGENCY shall include a component for students at 192/Rise 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 192/Rise
 - 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 Silps/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 Walver 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 certified or equivalent and must be at least 21 years old. A swim test must be administered before any student is permitted in the deep end of the pool or swim area. A tracking system shall be designed in advance of trip to identify those students who have and have not passed the swim test.
- 6.12.3.5. The ratio of adult chaperones to students shall be at least one to ten. In grades 4-6, this ratio shall be at least one to eight. In grades K-3, this ratio shall be at least one to four.

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

8. Invoicing

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

- 8.3. Invoice Requirements. AGENCY will submit invoices with evidence of the following staff qualifications for each AGENCY employee and AGENCY agent, including employees of subcontracting agencies and volunteers: TB Clearance, current CA Department of Justice and FBI fingerprint clearance, and Instructional Aide requirement. AGENCY will utilize the required OUSD invoicing and staff qualifications form (Exhibit F) for regular invoice submission.
- 8.4. **Submission of Invoices.** AGENCY must submit invoices to OUSD on a timely and regular basis for services rendered. OUSD will not accept invoices submitted more than thirty days beyond the end of each fiscal quarter. No invoices will be accepted more than 30 days past the end of June 30 of the contractual fiscal year. AGENCY must also submit invoices according to specific invoicing deadlines as outlined by OUSD to ensure timely processing. **(Exhibit G)**
- 8.5. Submission of Invoices for ASESP and 21st Century Grants. For services rendered related to the ASESP and 21st CCLC grants, OUSD shall pay AGENCY, on a monthly basis, for appropriately documented expenses related to the ASESP and 21ST CCLC grants, with a cumulative total for 2017-2018 not to exceed \$90,621 in accordance with the attached Exhibits to this Memorandum. Invoices for payment of services shall be submitted by the 10th of each month to the OUSD After School Programs Office, utilizing the required OUSD invoicing and staff qualifications form (Exhibit F). OUSD will strive to adhere to second Accounts Payable check run per the published schedule of monthly payments if invoices are submitted in accordance with the deadlines and requirements set forth in this section and the accompanying Exhibits.
- 9. Ownership of Documents. AGENCY agrees that, pursuant to California law, it shall maintain program and fiscal documentation for the ASESP and 21st CCLC programs for a minimum of five years. All documents created by AGENCY pursuant to this MOU, including but not limited to reports, designs, schedules, registration packets, early release waivers, and other materials prepared, or in the process of being prepared, for the services to be performed by AGENCY, are and shall be at the time of creation and thereafter the property of OUSD, with all intellectual property rights therein vested in OUSD at the time of creation. OUSD shall be entitled to access to and copies of these materials during the progress of the work. Any such materials in the hands of AGENCY or in the hands of any subcontractor upon completion or termination of the work shall be immediately delivered to OUSD. If any materials are lost, damaged or destroyed before final delivery to OUSD, AGENCY shall replace them at its own expense and AGENCY hereby assumes all risks of loss, damage or destruction of or to such materials. AGENCY may retain a copy of all materials produced under this MOU for its use in its general business activities.

10. Changes

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

11. Conduct of Consultant

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

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

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

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

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

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

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

President, Board of Education

☐ State Administrator

☐ Superintendent

Secretary,

Board of Education

Community Schools and Student Services Dept.

Attachments:

Agency Director

Print Name, Title

Exhibit A. Attendance Reporting Schedule

Sidnature

Exhibit B. Planning Tool/Comprehensive After School Program Budget

GD.

- Exhibit C. Enrollment Packet, including Early Release Waiver
- Exhibit D. List of Anticipated Field Trips, Off Site **Events and Off Site Activities**
- Exhibit E. Waiver for use of East Bay Regional Park District Bodies of Water (Swimming Pools,

Principal 6/21/17

Network Superintendent 7/31/17

Deputy Superintendent Academic & Social Emotional Learning

MOU template approved by Legal May, 2017

Lagoons, Shoreline Parks and Lakes) and Related Facilities

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

Exhibit A

Attendance Reporting Schedule

ed School District ool Programs sporting Schedule
Deadline to Input Attendance Data Into Cityspan
August 10, 2017
September 8, 2017
October 10, 2017
November 9, 2017
December 8, 2017
January 10, 2018
February 9, 2018
March 9, 2018
April 10, 2018
May 10, 2018
June 8, 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

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 * CDE allows programs to close for a maximum of 3 days during the school year for professional development. Families must be notified of these August 21-22, 2017 and June 7, 2018 program closure dates in advance, and the lead agency must maintain documentation of professional development activities offered on these To be compliant with grant requirements, the after school program must commence immediately upon the conclusion of the regular day, August 23, 2017 ASES and 21st Century Community Learning Center (21st CCLC) After School Program Plan June 6, 2018 East Bay Agency for Children 85 4 12 17 SECTION 2: PROGRAM OPERATIONS: Average Daily Attendance, Program Dates, Minimum Days Lead Agency Signature: List the three days (If any) your program plans to close this year for PD. The program must be **OUSD After School Programs** Lead Agency: **Elementary Schools** 2017 - 2018 Date: First Day of Program Operations for the 2017-18 school year Last Day of Program Operations for the 2017-18 school year After School Site Coordinator Name (if known at this time): Projected Daily Attendance during School Year 2017-2018 dates, including training agenda and staff sign in sheets. are required to operate all 180 days of the school year. RISE Community Afterschool Program open every other day of the school year. SECTION 1: School Site Information Name of After School Program: RISE Community School Principal Signature Ruth Snowden Minimum Days School Site:

When a school holds minimum days, the after school program is required to begin as soon as the school day ends, and run a long day until 6pm. Minimum days have significant impact on after school staffing and budget. Thus, during the program planning process, school leadership and 50 Total minimum days (12 extra nonthe lead agency partner must discuss the anticipated number of minimum days for the program year, and discuss shared resources to fund Omir for School Voor 2017-2018 minimum day programming.

Projected Number of Minimum Days for School Tear 2017-2019	
*School should provide lead agency with a calendar of minimum days before the 1st day of	Wednesday minimum days)
school.	
Describe funding plan to operate program on the minimum days indicated above, including	EBAC will utilize ASES and OFCY funds to

N. O. C. C.	current programming on those dates
additional school resources (it any).	משאסור אוספומוווווווו סוו מוכפר בפנכם
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
- Extended Day Program: additional class periods offered to students after the end of the regular bell schedule, for targeted grades and/or for all students of the school (Note: extended day classes must **not** appear on the school bell schedule)
- Blended/Hybrid: combination of some extended day and some traditional after school programming

Description and Rationale for Selection of Lead Agency

and social inequities. EBAC is committed to reducing barriers that contribute to disparities in wellness for socio-economically disadvantaged and Founded in 1952 by local parents, EBAC's mission is to improve the well-being of children, youth and families by reducing the Impact of trauma racially marginalized families by building a comprehensive, place-based continuum of accessible, trauma-informed and culturally relevant Describe how the selected Lead Agency partner will support the school's plans for Full Service Community School development. services that build resiliency, aid in recovery, and, where possible, prevent exposure to adverse childhood experiences.

Informed Collaborative, provided by multilingual and multicultural staff that benefit 20,000 Alameda County children and their families annually. EBAC's service areas include Family and Community Wellness; Intensive Behavioral Health; School Based Behavioral Health; and Trauma Ninety-five percent served are low-income and from communities of color (primarily African American, Limited English Proficient, newly immigrated, refugees and/or migrants).

developmental experiences children need to thrive and grow into healthy adulthood. EBAC is well qualified to serve as the site's lead afterschool through the OUSD's Request for Qualifications process in early 2015, EBAC was recognized as an organization that demonstrated strengths in all year. EBAC's strength is providing academic and enrichment opportunities through quality youth development programming that promotes the program originally under OUSD from 1995-2005 and currently under Education for Change, a charter school management group, since 2005 at EBAC will be entering our second school year as lead agency at RISE Community School's Afterschool Program beginning in the 2017-18 school provider, as we currently serve in this capacity at three Oakland Unified School District (OUSD) schools: Sequoia Elementary since 1999, East performance areas. As a result, EBAC is one of only six agencies (out of 18) recommended by OUSD for expansion to additional school sites. Achieve Academy. All of our afterschool programs have consistently received excellent ratings from independent evaluators. Additionally, Oakland PRIDE Elementary since 2013, and Peralta Elementary since 2013. In addition, EBAC serves as the lead agency for an afterschool

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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 narked below, fill in the specific priority and multi-year goal from the school's SPSA plan.

(Select at least 1 additional	(Select at Priority Area Specific Priority and Item in SPSA) additional	Specific Priority (as written in SPSA)	Multi-Year Goal (as written in SPSA)
priority)	English Language Arts	Literacy	By June 2018, 20% of students will score proficient on SBAC ELA.
	Mathematics		
×	Culture and Climate (required)	Office Referrals	By June 2018, 80% of students will report feeling connected and cared for at school as measured by the California Healthy Kids
×	Family and Student Engagement (required)	Family Engagement	By June 2018, 75% of parents will complete the California Healthy Kids Survey, with 95% reporting positive interactions with the school.
	Additional Priority Area (if any) identified in school's SPSA plan: (Specify:		

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

Priority Area	Priority Describe the after school activities that will support this Target Population Area school priority/goal	Target Population	Measurable Outcomes	Frequency & Schedule (hrs/wk)
English Language Arts	During academic time, students will focus on completing their reading logs with supervision. Staff will be trained on how to most effectively support student silent	1st.5th graders	75% of students will improve 2 hours/week reading/literacy performance measured by SRI scores.	2 hours/weel

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

tics School ASP staff will utilize Building Intentional Communities and activities to support relationship building amongst the and Students and between the staff and students. Climate (required) Climate Blasters (BIC) will be utilized for the first week of school in order to build community Student Giscuss student behavior informally. Engage- ment	ASP staff will utilize Building Intentional Communities activities to support relationship building amongst the students and between the staff and students.	1 st -5 th graders	80% of students will report that they have an adult they can go to in the ASP based on OFCY surveys	1 hour/ week
ag a	ng Intentional Communities onship building amongst the staff and students.	1 st -5 th graders	80% of students will report that they have an adult they can go to in the ASP based on OFCY surveys	1 hour/ week
10 B 8 4 4	ng Intentional Communities onship building amongst the staff and students. be utilized for the first week of	1st-5th graders	80% of students will report that they have an adult they can go to in the ASP based on OFCY surveys 80% of students will report	1 hour/ week 2 hours/ day
1 n g s z 1	ng Intentional Communities onship building amongst the staff and students. be utilized for the first week of	1st-5m graders	80% of students will report that they have an adult they can go to in the ASP based on OFCY surveys 80% of students will report	1 hour/ week
ا ا ا ا ا ا ا ا ا ا ا ا ا ا ا ا ا ا ا	be utilized for the first week of	1st-5th graders	80% of students will report	2 hours/day
80 to 9	ommunity		that they have an adult they can go to in the ASP based on OFCY surveys	for 1 week
2 to 9	111111111111111111111111111111111111111			
(position)	ily at pick up time and will informally.	1st-5th graders	80% of families will report "the after school staff listen to me when I have a question or comment" based on EBAC parent surveys.	daily
	Staff will mingle with families at ASP family engagement activities.	1st-5th graders	80% of families will report "the adults in this program care about my child" based on EBAC parent surveys.	At events
Additional			1000	
Priorfty (specify:				

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

community partners, will work collaboratively to achieve these targets for all students.

Grade Leve Complete tl	Grade Level Reading: By 2020, the percentage of 3rd grade students who are reading on grade level will increase to 85 percent. Complete the matrix to indicate how your after school program will work collaboratively with your school partner to make progress toward achieving this target for the 2017-18 school year.	ho are reading on grade k k collaboratively with you	evel will increase to 85 percent. r school partner to make progre	iss toward
District Strategic Target	Describe the ASP activities that will support this district strategic target	Target Population	Measurable Outcomes	Frequency/ Schedule (hrs/wk)
By 2020, 85% of 3rd graders will be	By 2020, During academic time, students will focus on completing 85% of 3rd their reading logs with supervision. Staff will be trained graders on how to most effectively support student silent will be reading.	1 st -5 th graders	75% of students will improve reading/literacy performance measured by SRI scores.	2 hours/week
reading on grade	()			

SECTION 6: ADDITIONAL ACADEMICS

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

Academic activities should be aligned with school goals and support specific student achievement needs defined by the school. Activities should be based on sound instructional strategies aligned with the regular school day program.

Please include the following OUSD After School requirements, if not already listed above:

Required Elementary Academic Programming:

- 1 hour of likeracy instruction per week for all students and
 - 1 hour of math instruction per week for all students

(Curriculum and PD will be provided by OUSD or can be provided by school site.)

Your program can offer a range of academic supports including:

1) Homework Support 2) Tutoring 3) Academic skill building 4) Targeted intervention 5) Direct instruction (literacy, math) 6) Language development for English Language Learners

Description of	Target Population	Academic Support (choose	SPSA goal(s) or Measu	Measurable Outcomes	Frequency (hrs/week
program/		one)	school need		# of weeks)
activity			supported by		1
			activity		

Reading Support	1 st -5 th graders	 ★ Academic Skill Bullding ☆ ASP Literacy curriculum ☆ ASP Math curriculum ★ ELL Language develop. ❖ Homework Support ❖ Targeted Intervention or Instruction by Cred. Teacher ★ Tutoring 	ELA Standards	75% of students will improve reading/literacy performance measured by SRI scores.	1 hour/week
Literacy	1 st -5 th graders	Academic Skill Building ASP Literacy curriculum ⇔ ASP Math curriculum ELL Language develop. ⇔ Homework Support ⇔ Targeted Intervention or Instruction by Cred. Teacher ™ Tutoring	ELA Standards	75% of students will improve reading/literacy performance measured by SRI scores.	1 hour/week
Math	1st-5th graders	R Academic Skill Building ASP Literacy curriculum EASP Math curriculum ELL Language develop. Homework Support Targeted Intervention or Instruction by Cred. Teacher	Math Standards	75% of students will improve math performance measured by SMI scores.	1 hour/week
Homework Help	1st-5 th graders	A Academic Skill Building ↑ ASP Literacy curriculum ↑ ASP Math curriculum ELL Language develop. P Homework Support ↑ Targeted Intervention or Instruction by Cred. Teacher	Support below grade level students in reaching key grade level Bevel Math and ELA standards	80% of students will report that this program helps them complete their homework	2 hours/week

Please list any additional enrichment activities your program will offer, that are not already listed in Sections 4, 5, and 6 above. SECTION 7: ENRICHMENT & PHYSICAL ACTIVITY / RECREATION

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

Description of Program/ Activity Rationale		SPSA goal(s) or school need supported by activity	Target Population & Frequency (hrs/week; # of weeks)	Targeted Skills	Measurable Outcome
Visual Arts: taught by a specialized art teacher skilled in teaching art to lower grade students. Engagement in various mediums of art will produce work that can be showrased to families.		Balanced Literacy and Math Climate and Character Building	1st & 5 th graders 2.5 hours/week	 ★ Academic skill develop. ★ Arts learning ♠ College/Career Readiness ♦ Health and Wellness ★ Social/Emotional Learning ♠ STEM/Technology ★ Youth Leadership 	StudentattendanceStudent andparentsatisfaction
Gardening/Nutrition: Students get hands on experience working in the garden, learning healthy nutritional habits, planting, composting and sustainable	Student Identified School Identified Parent Identified Other (specify)	Balanced Literacy and Math Climate and Character Building	3rd graders 2.5 hours/week	Academic skill develop. Arts learning College/Career Readiness Health and Wellness Social/Emotional Learning STEM/Technology ∨outh Leadership	StudentattendanceStudent andparentsatisfaction
OYC: Students participate in choral class. They learn to sing songs and build community	Student Identified School Identified Parent Identified Other (specify)	Climate and Character Building	1st graders 2.5 hours/week	 ⇔ Academic skill develop. ➡ Arts learning ⇔ College/Career Readiness ⇔ Health and Wellness ➡ Social/Emotional Learning ⇔ STEM/Technology ➡ Youth Leadership 	Student attendanceStudent and parent satisfaction
Mindfulness/Reflection: Designed to check in with students and their families at the end of the day. Students can use this time to finish their homework or play board games.	Student Identified School Identified Parent Identified Other (specify)	Climate and Character Bullding	1 st -5 th 1 hour and 15 mins/week	 ♦ Academic skill develop. ♦ Arts learning ♦ College/Career Readiness ₱ Health and Wellness ₱ Social/Emotional Learning ♦ STEM/Technology ♦ Youth Leadership 	 Student attendance Student and parent satisfaction
Teambuilding: all grade levels participate in a variety of teambuilding and community building activities.	Student Identified School Identified Parent Identified Other (specify)	Climate and Character Building	1 st -5 th 35 mins/week	 Academic skill develop. Arts learning College/Career Readiness Health and Wellness 	StudentattendanceStudent andparent

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

BILG/Sports: in grade level 8 Student Identified Climate and College/Career Readleres Student swill have 8 Student Identified Climate and Climate restorable listice Leadership Students will have be althy and active Climate and Climat					▼ Social/Emotional Learning	satisfaction
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	predictions, observe and take				Learning	
⇔ Youth Leadership	notes.				STEM/Technology	
					☼ Youth Leadership	

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.

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

development. For 21st Century grantees who receive Family Literacy funding: The activities listed below must align to your 21st Century Family 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

Literacy budget plan.				A Prairie and a sale and advent
Type of Activity and Frequency	SPSA goal(s) or Describe how school need connected to supported by activity achievement	Describe how this activity is connected to student achievement	Measurable Outcome	Alignment with school day family engagement / family literacy efforts or resources
Family Events (Showcases, Movie Nights, Cultural Events, Carníval, and Potlucks)	Climate and Character Building Parent Engagement and Involvement	Family events are hosted throughout the year to bring families together to celebrate our students' achievements.	Families will feel more connected to the school.	Supports school-day by supporting families and creating a sense of community.

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.
- The Program Schedule must clearly show when all after school activities listed in the Sections 4 7 will be taking place.
- Make sure program schedule clearly shows when the following elementary program requirements will take place: One hour/week of literacy instruction for students in grades K-5 Û
 - One hour/week of math instruction for students in grades K-5
- d) Submit a copy of the school bell schedule for the 2017-18 school year.

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

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

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

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

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.

a) Recruit and address the needs of students who are at risk of chronic absenteeism. b) Inform parents about the importance of attendance and encourage parents to help each other get their students to class. c) Track students with poor program attendance and reach out to find out why and how attendance could be improved. c) Track students with poor program attendance and reach out to find out the importance of attending school and try to find out the school day attendance team and support the school with any families that may show up on their caseload that are in the afterschool program. C) Track students with poor program attendance and reach out to find out the importance of attendance team and support the school with any families that may show up on their caseload that are in the afterschool program. C) Track students about the importance of attendance of attendance and will also sit on the importance of attendance team and support the school with any families that may show up on their caseload that are in the afterschool program. C) Track students with poor program attendance and reach out to find out how afterschool can help support parents efforts. SC will also sit on the importance of attendance team and support the school with any families that may show up on their caseload that are in the afterschool program. C) C sends letters to parents about the importance of attendance attendance. C) Track students with poor program attendance and reach out to find out how afterschool can help support parents efforts. SC will also sit on the importance of attendance, most can be aftered to a support parents efforts. C) Track students about the importance of attendance team meetings and will be appread to a support the school with any families that may show up on their caseload that are in the after school will be appeared to a support parents and support the school will be appeared to a support parents and support parents are contacted when after school will be appeared to a support parents and support par	Strategies to Support Attendance	Action Steps
4	 a) Recruit and address the needs of students who are at risk of chronic absenteeism. 	SC will participate in the attendance team meetings and will support students and families in the afterschool program.
	b) Inform parents about the importance of attendance and encourage parents to help each other get their students to class.	SC sends letters to parents about the importance of attendance. SC helps the school in getting this message out to families in our afterschool program.
	c) Track students with poor program attendance and reach out to find out why and how attendance could be improved.	Attendance is monitored daily and families are contacted when attendance is an issue. We work with families on educating them on the importance of attending school and try to find out how afterschool can help support parents efforts. SC will also sit on the school day attendance team and support the school with any families that may show up on their caseload that are in the afterschool program.
	d) Calabrate good attendance and/or offer meaningful incentives to attract	Give out awards at Showcases i.e. perfect attendance, most

	T
and reward students for attending our program.	improved attendance etc. Student of the month
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	s to transform school culture and climate, helping to make schools
positive, supportive places for all students to stay engaged, be successful, and thrive.	and thrive.

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

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

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

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

Positive Behavioral Interventior and Supports (PBIS) Restorative Justice/Restorative Practices (RJ)	ntervention	Pier Lea Besterothis listing Manager We would like to have the RIM train all of our
Restorative Justice/R Practices (RJ)	Restorative	Transfer of train all of Our
riactics (19)		Afterschool staff at the beginning of the year on RISE's Restorative expectations and
	ā	practices.
Social and Emotional Learning	(SEL)	Site Coordinator will incorporate the school values and behavior systems into the
;	5	climate are aligned. School will also invite SC to attend and participate in the climate and

resources with the afterschool staff. RISE has been selected to participate in an SEL pilot this upcoming year. Afterschool will be incorporated into the overall school plans including all professional development.

staff positions. Currently we have two African American male afterschool instructors at this site. (We want our staff to reflect the make-up of our Site Coordinator will support the school-day in their efforts. We strive to have a diverse applicant pool of candidates applying for our afterschool students.) EBAC is also considering working with Brother's on the Rise to partner with them for both training on how to work with boys of color. EBAC Site Coordinator did participate in a Fatherhood Training which was about developing systems and policies for engaging our student's professionals as role models or mentors, etc.). fathers.

work and together work	In the Full Service Community School model, the school becomes a hub of services where various types of service providers community School model, the school becomes a hub of services where various types of service providers community school model, the school becomes a hub of services where various types of service providers are community school model.	f students and families.
SECTION 12: Coordination with Other Service Providers	In the Full Service Community School model, the school become	together, and coordinate their efforts to meet the holistic needs of students and families.

the holistic needs of students and families.	s and families.
The after school Site Coordinator or Director will actively participate in	★ COST team (Coordination of Services Team)
hish of the following school grounds), in order to increase alignment	▼ SST (Student Study Team)
William of the following serious growth?	⇔ SSC (School Site Council)
	⇔ ILT (Instructional Leadership Team)
	★ Attendance Team/Workgroup
	▼ SPSA Site Planning team
	■ School Culture/Climate Committee
	▼ School Safety Committee
	♦ Other (specify)
int have community partners whom you will actively collaborate with to	We will be sharing the campus with Higher Ground and therefore will
List key community parties a morning community accomplish the goals of your program.	be working closely with them during afterschool hours.
	Oakland Youth Chorus and if funding available Destiny Arts
List all subcontractors who will be paid to deliver since services and subcontractors and	Community School Manager, Restorative Justice Manager, School
Identify other service providers and support personner at your source from the control of the co	Day Teachers. Quality Support Coach, Mental Health Clinician,
school psychologist, school based riealtil Cellical start, Counselor, morning	Possiure Teachers Attendance Clerks. Custodian and School
health therapist, school nurse, parent lialson, etc.) whom you will actively	Nesource 1 cacille 3, Acceltant con 100 and 10
collaborate with to accomplish the goals of your program.	Secretary.

	■ School Culture/Climate Committee
	₩ School Safety Committee
	☼ Other (specify)
List key community partners whom you will actively collaborate with to	We will be sharing the campus with Higher Ground and therefore will
accomplish the goals of your program.	be working closely with them during afterschool hours.
List all subcontractors who will be paid to deliver after school services.	Oakland Youth Chorus and if funding available Destiny Arts
a;	Community School Manager, Restorative Justice Manager, School
school psychologist, School Based Health Center staff, counselor, mental	Day Teachers, Quality Support Coach, Mental Health Clinician,
) whom you will actively Resource Teachers, Attendance Clerks, Custodian and School
collaborate with to accomplish the goals of your program.	Secretary.

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? 1st-5th Grades

Target Population(s)	Specific Data to Inform Selection of Program Participants	Targeted Recruitment Strategies
Homeless youth	Demographic Data	Referrals from the school day
Foster youth	Demographic Data	Referrals from the school day
English language learners and/or	ELL Data	Referrals from the school day ELL Teacher
Students in need of additional academic	Student District Benchmark scores and	Send letters to families and/or call families
support	teacher referrals	
Title 1 Students	Students who are receiving FRL	Send letters to families and/or call families
Students in need of being engaged in	Teacher referrals and parent/caregiver	Send letters to families and/or call families
learning	feedback	
Students in need of social and emotional	Teacher and counselor referrals	Send letters to families and/or call families
support		
Students with siblings already enrolled in	Enrollment	Send letters to families and/or call families

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?

If students transfer to the school mid-year and are considered high need for afterschool care, we will do our best to make space available for them. If space is unavailable they will move to the top of the waiting list.

13c) ENROLLMENT PROCESS AND TIMELINE:

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

Timeline	After School Enrollment Steps/Process	Individual(s) responsible
		Site Coordinator, Principal and
May 2017	Look at student District Benchmark scores and rike list.	Quality Support Coach
May 2017	Contact school-day teachers and school counselor for referrals.	Site Coordinator
	Inform families of enrollment process and release applications for	Site Coordinator
Last week of May 2017	2017-2018 school year and begin accepting applications	
By end of June	Notify families who will be enrolled for the 2017-2018 school year.	Site Coordinator
Ry end of June	Notify families on the waiting list for 2017-2018 school year.	Site Coordinator

Important dates to include in your timeline:

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

13d) School Support for Program Recruitment

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

program manuals will be available in the front office. School will send out a ROBO call to all families letting families know when applications are School administration and school day teachers will promote and refer students to the afterschool program. The Afterschool applications and ready.

Principal Signature:

Lead Agency Signature:

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

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

Principal	Lead	2017 – 18 Assurances for Grant Compliance and After School Alignment with School Day
initials	Agency	
SK	2	 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	20	2) Site Administrator and Site Coordinator will meet at least once monthly to ensure program is meeting identified
4	25	3) Site will provide the after school program with appropriate facilities and resources in support of program goals, including office space with internet and phone access for the Site Coordinator, and safe storage for program records.
4	37	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.
S	2	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.
5	47	Ta ►
当	2	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.
当	3	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.
S	الم الم	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.
4	好	10) Site Administrator is aware that CDE does not increase after school grant funding for minimum days, and that programs are required to operate until 6pm on minimum days. If additional minimum days are added to the school schedule next year, site will allocate resources to help offset the cost of additional hours of programming.

Principal Signature: Support Halbelle

alen be

Lead Agency Signature:

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

Section 15: After School Quality Support Coach

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

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

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

Quality Support Coaching Planning

- a) Please identify who will fulfill the Quality Support Coach role for 2017-18:
- A credentialed teacher on staff who has effective skills and experiences in coaching and/or adult learning
 - A qualified professional who is part of the school staff
 An OUSD coach connected to the school (i.e. LCI Litera
 Other individual (please specify in detail):
- An OUSD coach connected to the school (i.e. LCI Literacy or Math coach, BTSA coach, etc.)

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:

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Feachers on Extended Contract for Direct Service
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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.

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

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

Principal Signature:

Lead Agency Signature:

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.
- School day and after school programs will coordinate emergency drill schedules & procedures (ie. earthquake, fire, and lockdown drills).
 - After School staff will participate in site-level faculty safety trainings.
- School will provide after school staff with access to disaster supplies and other resources in case there is an emergency after school.
 - Site Administrator and ASP Site Coordinator will meet regularly to review after school incidences and update safety plans as needed.
- Other. Specify:
- B) Describe the training and resources the school will provide after school staff on safety procedures, including lockdown procedures and communication protocols for crisis response.

School site will train Site Coordinator on all safety procedures, including lockdown procedures and communication protocols. Site Coordinator will then train all afterschool program staff at the beginning of the school year. All emergency procedures are also written in afterschool program instructor manuals. EBAC also has a Safety Training Binder at all sites. Site Coordinator was trained this year in Emergency Preparedness protocols for the district. 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.

Ma Yes A No

Facility Keys

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

₩ Yes 🌣 No

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

SSO Staffing: (check one)

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

Site does not need an SSO

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

Principal Signature:

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.).

- Professional development: CPR, Fire Safety, Trauma Informed Care, Coaching & Supervision, Management Trainings, Youth Development, Youth Works Methods, SAPQA Training, Building Intentional Communities, OUSD PLCs (PBIS, Science, Gardening, Math and a) What professional development, coaching, and training supports will be provided by the lead agency partner? Literacy/Language)
- b) What professional development opportunities will be provided by the school site?

Afterschool staff will be invited to all school day professional development opportunities. RISE afterschool program staff will be trained on restorative justice practices and SEL practices to support school day culture. They have also been invited to participate in the 4 day SEL training workshop.

Please review and sign off on the following:

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

Staff Wellness

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

Staff wellness is incorporated into check ins at all monthly staff meetings. Site Coordinator checks in individually with staff. EBAC encourages self-care through trainings and support groups which are held monthly.

Social and Emotional Learning (SEL)

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

the district PBIS Professional Learning Community this upcoming year. SEL is very important to the work that EBAC does. We believe that adults EBAC uses the Building Intentional Communities to support SEL work both with students and staff. Our Coordinators will also be participating in and children all need to work on their social emotional skills and that in order for students to learn these skills the adults they interact with should be modeling the same skills.

Continuous Quality Improvement (CQI)

ongoing after school grant funding from the CA Dept. of Education. The OUSD Expanded Learning Office has adopted a research-based Assess-Engaging in continuous quality improvement processes is an OUSD expectation for all schools and after school programs, and is a condition for engage 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 timely basis:

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

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

Review and mark all commtments:

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

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

Principal Signature:

Lead Agency Signature:

222

2017-18 AFTER SCHOOL BUDGET PLANNING SPREADSHEET ELEMENTARY & MIDDLE SCHOOLS 02:2017

Site Name:	RISE Community School			ASES		OFCY Match Funds	Qilier School Sine Funda	Other Lead Agency Funds
Site #:	192		Resource 6010: P	rogram 1593	м		17 - 1	
Average #	of students to be served daily (ADA) 85	%	ouse	ead Agency	%	Lead Agency	Olyano	Load Agency
Holiday	TOTAL GRANT AWARD		108,990	3,44	1111	72,000.00	0.00	70,000.00
	COSTS: INDIRECT, ADMIN, EVAL, PD.							
CDSTCODA	L SUPPLIES		5,190.40					
	OUSD Indirect (5%) OUSD ASPO admin, evaluation, and		5,195.40					
	training/technical assistance costs	0-11	6,791.18		d.			
	Custodial Staffing and Supplies at 3.5%		3.395.59					
	TOTAL SITE ALLOCATION		93,621	.27	N.			
CERTIFIC/	TED PERSONNEL					4		
1120	Quality Support Coach/Academic Liaison REQUIRED		2,500.00	ŀ		1	0.00	
1120	Certificated Teacher Extended Contracts- math or ELA academic Intervention (required for MS)		0.00				0.00	
	Certificated Teacher Extended Contracts- ELL							
1120	supports		2,500,00	- 1			0.00	
	Total certificated		2,600,00				0.00	
	DIRERSONNEL		0.00	0.00		T	0.00	0.00
2205	Site Coordinator (list here, if district employee)	-	0.00	0.00	-		0.00	0.00
2220	SSO (optional)	-	0.00				0.00	
	Total classified		0.00	0.00	ATTOMO		0.00	- 0.00
BENEFITS								T T
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 Salarted Employees (benefits		0.00					
3000's	at 42%)		0.00					
3000's	Lead Agency benefits (rate: 25%)			17,410.79		10,157.00		16,940.51
	Total benefits		500.00	17,410.79	0.00	10,157.00	0.00	18,940.51
BOOKS A	NO SUPPLIES	-						
4310	Supplies (OUSD only, except for Summer Supplemental)		0.00			1,000.00	0.00	1,500.00
4310	Curriculum (OUSD only)		0.00		1		0.00	0.00
5829	Field Trips		0.00				0.00	0.00
4420	Equipment (OUSD only)		0.00				0.00	0.00
	Total books and supplies		0.00	0.00		1,000.00	0.00	1,600.0
CONTRA	CTED SERVICES		THE RESERVE					
5825	Site Coordinator		0.00	38,625.00		7,725.00		
	2 Benefited Afterschool Program Instructors (@ \$15/hr) (\$15/hr X 18hrs direct service X 38wks) = \$10,260 (\$15/hr X 23hrs extra minimum days) = \$345 (\$15/hr X (3hrs x 38wks= 114 prep +38hrs meeting) 152prep/mtg hours) = \$2,280 (\$15/hr X 70hrs/year PD)= \$1,050 (\$15/hr X 22hrs x 5.5wks closed days) =\$1,815 Total = \$15,750		3.33	23/323/39		.,		
5825	\$15,750 x 2 Instructors = \$31,500			15,750.00		15,750.00		

5825 5825 5825	3 Benefited Afterschool Program Instructors (@ \$15.45/tr/) (\$15.45/hr X 18hrs direct service X 38wks) = \$10,588 (\$15.45/hr X 23hrs extra minimum days) = \$355 (\$15.45/hr X (3hrs x 38wks= 114 prep +38hrs meeting) 152prep/mtg hours) = \$2,348 (\$15.45/hr X 70hrs/year PD)= \$1,082 (\$15.45/hr X 22hrs x 5.5wks closed days) =\$1,870 Total = \$16,223 \$16,223 x 3 Instructors = \$48,669 Oakland Youth Chorus Program Director		C.00	16,233.00		16,233.00		16,233.00 4,000.00 3,812.00
5825	Program Prisono.	\Box						
	Total services		0.00	70,608.00		53,708.00	0.00	24,045.00
N-KIND (DIRECT SERVICES				1			
							0.00	0.00
	Total value of in-kind direct services						0.00	0,00
EAD A	GENCY ADMINISTRATIVE COSTS							
i di i di	Lead Agency admin (4% max of total contracted \$)			2,802.48		7,135.00		27,250.00
SUBTO	TALS			1111			بالتالب	
	Subtotals DIRECT SERVICE	55.00	4,629.88	88,018,79	distribution of the	64,865.00	0.00	42,485.51
	Bubtotals Admin/Indirect	1 ≤ 00	13,747.29	2,602.48	###	7,135.00		27,250.00
TOTALS		7						
	Total budgeted per column	1	18,377.17	90,621.27		72,000.00	0.00	69,735.51
	Total BUDGETED	#####	108,98		###	72,000.00	0.00	69,735.51
	BALANCE remaining to allocate	+	\$0.0	00	ш	\$0.00	\$0.00	\$264.49
	TOTAL GRANT AWARDIALLOCATION TO SITE	1 1	\$108,9	98.44		\$72,000.00		\$69.735.51
	MATCH REQUIREMENT: equires a 3.1 match for every grant award dollar d.							
Total Ma	atch amount required for this grant:		36,332.81					
Facilities	es count toward 25% of this match requirement:		9,083.20					
	ning match amount required:		27,249.61					
Match s funds, p equals:	should be met by combined OFCY funds, other site private dollars, and in-kind resources. This total	'	141,735.51					

The second secon

Required Signatures for Budget Approval	
Principal: Camput hamile	Date: 4 20 1 7
Lead Agency: 12Um (al	Date: 4/20/17



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

PARENT PERMISSION AND STUDENT INFORMATION - ELEMENTARY AND MIDDLE SCHOOLS

Name of School:	Parent Signat	ure: Date:
Student's Name	Grade	Date of Birth
Parent/Guardian Name (Pleas	e print) Email Addre	SS .
-lome Address	City	Zip
Home Phone	Work Phone	Cell Phone
	EMERGENCY CONTACT INFO	PRMATION
In case of emergency please	contact:	
Name		Phone: work/home/cell
Name Does your child have health	·	Phone: work/home/cell
Name Does your child have health of Medical Insurance	·	
Does your child have health	coverage?Yes	
Name of Medical Insurance Name of Child's Doctor I authorize After School Pro	coverage?Yes Policy/ Insurance #	No Primary Insured's Name btain emergency medical treatm

	KELE	125	OF I	-146	المالد	,			-
er	school	pro	gram	and	that	partici	pation	is	volu

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

Parent/Guardian Signature:	Date
	T RELEASE/ PICK UP POLICY
school is out and will end by 6:00 p.m	t the After School Program will begin immediately after . Students will not be released to go home from the After t by the parent/guardian or one of the individuals listed below:
Z	
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/Celi
picked up by 6:00 p.m., After School Pr	on time. The program ends by 6:00 p.m. If students are not ogram staff are required by law to report to Child Protective instances of tardiness in picking up your child will result in
PERMISSION TO EVALUAT	TE PROGRAMS AND TRACK STUDENT PROGRESS
review my child's school data (including performance indices, and demographic for the purpose of providing targeted seffectiveness of the After School Progrand any designated evaluation consultation	Program Staff and any designated evaluation consultant to but not limited to test scores, report cards, attendance, other data), and input my child's data into the after school database support and academic instruction and assessing the gram. I also give permission for After School Program staff nt to monitor my child's progress and to require my child to rpose of determining program effectiveness.
Parent/Gue	ardian Signature

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

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

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

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

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

School Site:	
Name of Program:	
Name of Student:	
Grade:	
I request early release of my child from the (please check reason)	After School Program ato'clock p.m.
 I am concerned for my child's safety in r 	eturning home by him/herself after dark.
□ I am unavailable to pick my child up after	r this time.
Other:	
As parent/guardian, I hereby release and di officers, employees, agents and volunteers t arising from my child's' early release from t	scharge the Oakland Unified School District and its from all claims for injury, illness, death, loss or damage the After School Program.
✓	
Signature of Parent/Guardian	Date

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

FOR STUDENTS AGES AND OLDER ONL	у
School Site:	
Name of Student:	
Grade:	
Date of Birth of Student:	
If I arrive later than the dismissal time or am und School Program:	able to pick up my child at the end of the After
 I give the After School Program staff permis program without supervision. 	sion to release my child from the after school
As parent/guardian, I hereby release and dischar officers, employees, agents, and volunteers from a result of the release of my child without superunable to pick up my child at the end of the Afte	all claims for injury, illness, death, loss or damage as vision if I arrive later than dismissal time or am
✓	
Signature of Parent/Guardian	Date

OUSD After School Programs 2017-2018 Student Health Form

	Student Fleditit i Vitil	
School Site:		

STUDENT INFORMATION	
Student's Name	Date of Birth
Grade in 2017-18	Language spoken in the home
PARENT/GUARDIAN INFORMATION	
Parent/Guardian Name (First, Last)	
Student's Home Address	
Phone (home)	_
Parent/Guardian Cell #	Parent/Guardian Work #
EMERGENCY In case of emergency, please contact:	
Name:	Relationship to student:
Phone Number:	
HEALTH Please check if your child has any of t school:	these Health Conditions and requires management after
☐ Severe Allergy to:	☐ Student has Epi-pen at school
□ Asthma	□ Student has inhaler at school
□ Diabetes	☐ Student has medication at school
□ Seizures	☐ Student has medication at school
□ Sickle Cell Anemia	☐ Student has medication at school
Cystic Fibrosis	Student has medication at school
Other conditions:	Student has medication at school
-	ay:

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 youl

Exhibit D

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

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

Contact Information;		
Site Name	Lead Agency Name	141
Name of Contact Person	Email	
Telephone	Fax	
The following Field Trlps, Off Site Even Program will occur during: Fall Semester- August 21, 2017 to Spring Semester- January 22, 20 Summer Program (Specify dates:	o January 19, 2018 18 to June 7, 2018	the After School
Name of Field Trip, Off Site Event, and/or Off Site Activities	Date(s)	Time(s)
4.1		
	4	, a
	*1	
		1
Site Coordinator Signature	Date_	
Lead Agency Director Signature	Date	
Site Administrator Signature	Date_	

EAST BAY REGIONAL PARK DISTRICT

WAIVER AND RELEASE OF LIABILITY AND INDEMNITY AGREEMENT

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

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

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

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

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

I have read this Agreement and understand that I am giving up substantial rights by signing it, but do so voluntarily and intend to completely release the District from the Hability 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 under 18):(Print)
Signature:	Date:
Participant Signature (if over 19) or Custodia	i Parent of Guardian Signature EBRPD Waiver – Swim Us

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

OAKLAND	UNIF	TED SC	HOOL	DISTRICT	AND			
	20_	20	MIDD	LE SCHOO	L SPORT	S LEAGUE	ACTIVITI	ES

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 ru 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

(COMPLETE INFORMATION ON BOTH SIDES)

School

OAKLAND UNIFIED SCHOOL DISTRICT AND 20__-20__ MIDDLE SCHOOL SPORTS LEAGUE ACTIVITIES Date of Birth Participant Name (print) Grade School Zip Home Address City Cell Phone Email Address Home Phone Work Phone In case of emergency please contact: Relationship Phone: work/home/cell Name If the Participant Is A Minor (under age 18): Print name of Parent or Legal Guardian of Minor Home Address City Zip Email Address Cell Phone Home Phone Work Phone Today's Date _ SIGNATURE (Participant or Parent/Legal Guardian if under age of 18) Student Participant Health Conditions Student has an Epi-pen at school ☐ Severe Allergy to: ☐ Asthma ☐ Student has an inhaler at school ☐ Diabetes ☐ Student has medication at school ☐ Selzures ☐ Student has medication at school ☐ Sickle Cell Anemia ☐ Student has medication at school ☐ Student has medication at school ☐ Other condition(s): ___ Medications needed during the school day: Medications needed after school hours: Special Instructions: All students with asthma, diabetes, and severe allergles 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. _____ Subscriber/Policy No. ___ Health Insurance Plan Name: (COMPLETE INFORMATION ON BOTH SIDES)



INVOICING AND STAFF QUALIFICATIONS FORM 2017-2018

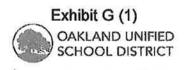
Basic Directions

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

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

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

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



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

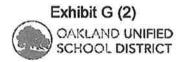
The following procedures are required in submitting invoices that utilize 21st Century and/or ASES funding:

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

The tentative schedule for OUSD payments is anticipated as follows:

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

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



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

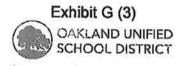
The following procedures are required in submitting fiscal forms for Paid Inservice/Extended Time for OUSD employees utilizing 21st Century and/or ASES funding:

Paying OUSD Certificated Employees (Teachers)

- Academic Liaisons should submit a Paid Inservice form and Extended Contract teachers should submit
 a "Request for Extended Contract" IN ADVANCE to approve all projected work to be completed, using
 appropriate Budget Org Key (Object Code usually -1120 or -1122)
- ◆ The FIRST submission of the Paid Inservice/Extended Contract paperwork must be accompanied by a timesheet in order to be processed by OUSD Payroll. No payment will be rendered until timesheets are submitted to our office.
- ◆ Have Employee sign Extended Contract & ALL Time Sheets
- ♦ Have Principal approve and sign Paid Inservice/Extended Contract & ALL Time Sheets
- Please be sure to submit ORIGINALS of all documents
- ◆ Please use only ONE SIDED Time Sheets
- Deliver to OUSD After School Programs Office All 21st Century and/or ASES Paid Inserivce/Extended Contracts and Time Sheets <u>must be submitted to the OUSD After School Programs</u> 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					
	The state of the s					

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. Forms that are submitted after the due dates listed below will be paid on the following Payroll Issue Date. We are located at 1000 Broadway, Suite 150.
- Rate varies depending on employee's hourly rate

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

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

Exhibit H

Certificates of Insurance and Additional Insured Endorsement

INSERT HERE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/7/2016

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED.

the	terms and conditions of the policy, tifficate holder in lieu of such endors	, ceri	ain p	policies may require an e	ndorse poilcy(ment. A stat	endorsed. Sement on th	la certificate does not d	AIVED	, subject to rights to the
PROD	V-114-004	VIII	110(8)		CONTACT Lynda Reynolds-Brown					
Cook, Disharoon & Greathouse, Inc.					PHONE (510)437-1900 FAX					
1900 Embarcadero					PHONE (AIC, No, Ext): (510) 437-1900 FAX (A/C, No): (510) 437-1979					37-1979
1	ce 206				Anoness; certificates@cdginsurance.com					
1	land CA 946	:06				-		IDING COVERAGE		NA!C#
INSUR		000	_				fits Insu	rance Alliance		
	Bay Agency for Children				INSURE					
	Van Buren Avenue			:	INSURE	RC:				2.
303	Agn baren washing				SNBURE	RD:				
Oaki					INSUR	RE:				
			~		INSURE	RF:			- 55	
				NUMBER:CL1611304				REVISION NUMBER:		
CEI	S IS TO CERTIFY THAT THE POLICIES ICATED. NOTWITHSTANDING ANY RESTIFICATE MAY BE ISSUED OR MAY	QUIF PERT	LEMEI AIN	NT, TERM OR CONDITION THE INSURANCE AFFORD	OF AN' FO RY	Y CONTRACT	OR OTHER I	DOCUMENT WITH RESPE	CT TO	MALICH THIS
EXC	CLUSIONS AND CONDITIONS OF SUCH	POL	CIES.	LIMITS SHOWN MAY HAVE	BEEN	REDUCED BY	PAID CLAIMS			
INSR LTR		HSD	SUBR WVD	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	(WW/DD/YYYY)	LIMET	18	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR							EACH OCCURRENCE DAMAGE TO RENTED	\$	1,000,000
^	OLINIO-MADE Z CCCCR	x		201608866MPO		11/14/2016	11/14/2017	DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Arry one person)	\$	20,000
	****		40					PERSONAL & ADV INJURY	:	1,000,000
	SEN'L AGGREGATE LIMIT APPLIES PER:		2.					GENERAL AGGREGATE	\$	3,000,000
	POLICY PRO- X LOC);		PRODUCTS - COMP/OP AGG	<u> </u>	3,000,000
	OTHER:							Social Service Prof Lieb - Agg	\$ \$	3,000,000
	AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT (Es sccident)	s	1,000,000
l . l	X ANY AUTO	- 5						BODILY INJURY (Per person)	\$	1,000,000
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	AULOS							(Per accident)	\$	
	Y UMBRELLA LIAB OCCUR		=					EACH OCCURRENCE	3	1,000,000
A	EXCESS LIAB CLAIMS-MADE							AGGREGATE	3	1,000,000
	DED RETENTION \$			201608866UMBNPO		11/14/2016	11/14/2017		s	
	VORKERS COMPENSATION AND EMPLOYERS' LIABILITY							PER OTH-		
I (A	NY PROPRIETOR/PARTNER/EXECUTIVE	N/A						E.L. EACH ACCIDENT	3	
1 0	OFFICER/MEMBER EXCLUDED? Mandatory in NH)	7/7						E.L. DISEASE - EA EMPLOYEE		
	yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	·	
A I	Professional Liability			201608866MPO		11/14/2014	11/14/2017	Occumence	haring .	#1 000 coc
1 1	Sexual Misconduct			201608866MPC			11/14/2017	Each Claim & Aggregate		\$1,000,000
						,,	11/11/2017	Carl Crain a Militalina		\$1,000,000
Per	DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD tot, Additional Remarks Schedule, may be attached if more space to required) Per Acord guidelines, please refer to 2nd page COMMENTS/REMARKS section for Additional Insured and special endorsement information.									
CEB	TIFICATE HOLDER				CANC	ELLATION				
Oakland Unified School District					SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN					
	Oakland Unified School District Attn:Risk Management 1000 Broadway, Suite 440					ORDANCE WI	TH THE POLK	CY PROVISIONS.		PARVED IN
	Oakland, CA 94607			,		RIZED REPRESE				
			L Reynolds-Brown/NRH							

COMMENTS/REMARKS

Oakland Unified School District, its officers employees, volunteers or agents are Additional Insured per the attached policy form #CG2026 0704, provided it is required in a written contract between the Named Insured and the Additional Insured.									
written contract between the Named Insured and the Additional	Insured.								

COPYRIGHT 2000, AMS SERVICES INC.

OFREMARK

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)

Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.

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

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:

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





CERTIFICATE OF LIABILITY INSURANCE

THAYWARDSHABAZZ

DATE (MM/DD/YYYY) 06/09/2017

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in ileu of such endorsement(s). CONTACT Teresa Hayward-Shabazz Walsh Carter & Associates Insurance Services, LLC 426 California Street, #400 San Francisco, CA 94104 PHONE (A/C, No, Ext): (415) 217-6200 (AC, No): (415) 217-6201 ADDRESS: ths@walshcarter.com INSURER(S) AFFORDING COVERAGE NAIC # INSURER A : Redwood Fire & Casualty INSURED INSURER B: East Bay Agency for Children INSURER C: 303 Van Buren Ave INSURER D: Oakland, CA 94610 INSURER E : INSURER F CERTIFICATE NUMBER: COVERAGES REVISION NUMBER: THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. TYPE OF INSURANCE POLICY EFF POLICY EXP
(MM/DD/YYYY) **POLICY NUMBER** LIMITS COMMERCIAL GENERAL LIABILITY EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) CLAIMS-MADE OCCUR MED EXP (Any one person) PERSONAL & ADV INJURY GEN'L AGGREGATE LIMIT APPLIES PER: **GENERAL AGGREGATE** \$ POLICY PRODUCTS - COMPIOP AGG OTHER: AUTOMOBILE LIABILITY COMBINED SINGLE LIMIT (Ea accident) ANY AUTO BODILY INJURY (Per person) SCHEDULED OWNED AUTOS ONLY BODILY INJURY (Per accident)
PROPERTY DAMAGE
(Per accident) AUTOS ONLY **PARASSAUX** 5 UMBRELLA LIAB OCCUR **EACH OCCURRENCE** EXCESS LIAB CLAIMS-MADE AGGREGATE RETENTION\$ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY X PER STATUTE EAWC704226 07/01/2016 07/01/2017 ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) 1,000,000 E.L. EACH ACCIDENT 1,000,000 E.L. DISEASE - EA EMPLOYEE If yes, describe under DESCRIPTION OF OPERATIONS below 1,000,000 E.L. DISEASE - POLICY LIMIT DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
10 DAY NOTICE OF CANCELLATION MAY BE ISSUED TO THE NAMED INSURED FOR NONPAYMENT OF PREMILUM/ NON REPORTING OF PAYROLL. Re: Ongoing operations during policy period. CERTIFICATE HOLDER CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. **OAKLAND UNIFIED SCHOOL DISTRICT** Attn: Risk Management 1000 Broadway. Suite #440 Oakland, CA 94607 **AUTHORIZED REPRESENTATIVE**

Exhibit I

Statement of Qualifications

INSERT HERE

east bay agency for children

ADMINISTRATIVE OFFICES 303 Van Buren Ave. Oakland, CA 94610 Ph: 510.268.3770 Fx: 510.268.1073 www.EBAC.org

Statement of Qualifications

Founded in 1952, East Bay Agency for Children's (EBAC) mission is to improve the well-being of children, youth and families by reducing the impact of trauma and social inequities. EBAC's vision is to build a comprehensive, place-based continuum of accessible, trauma-informed and culturally relevant services that build resiliency, aid in recovery, and, where possible, prevent exposure to adverse childhood experiences. Our program areas are focused on reducing the barriers that contribute to disparities in wellness, academic opportunities and school success for socio-economically and racially marginalized children and youth living in at-risk, impoverished and underserved communities. EBAC serves 20,000 East Bay children and families annually. The majority has experienced or is currently experiencing Complex Trauma; 95% are low-income; and nearly all are limited English proficient, communities of color, newly immigrated, refugees and/or migrants. EBAC's multilingual and multicultural staff collectively speaks 21 languages and is rooted in the communities served. EBAC is Alameda County's largest provider of school-based Early and Periodic Screening, Diagnosis, & Treatment funded mental health services.

EBAC has 23 years of experience providing services to Oakland Unified School District (OUSD) schools and has established strong collaborative relationships with district administrators, education professionals, school communities and other service providers for the District. Our provision of wellness, educational and safety net services contribute to the hub of resources and support available through the Full Service Community Schools model. EBAC services are currently provided at 24 OUSD schools and include school based behavioral health (individual, group and family therapy); mental health and case management services for youth on or at risk of probation; special education programs and counseling enriched classrooms; coordination of the OUSD Central Family Resource Center; afterschool programs; public benefits enrollment; grief, illness and loss services; child abuse and assault prevention; case management; and translation and interpretation.

SERVICES
School-based Support Services
School-based therapy
Afterschool programs
School-based health center
Counseling enriched
specialized classrooms
Therapeutic nursery school
Family Support Services
Family resource centers
Grief and loss support
Community Education
Early childhood services
Child assault prevention
Youth Empowerment Services

BOARD OF DIRECTORS
Carl Goldberg
President
Gary Cox
V.P. Finance
Galia Phillips
V.P. Development
Marguerite Stricklin
V.P. Governance
Matthew Nelson
Secretary

Tony Barrueta
Rita Howard
Leah Hughes
Rhonda Moarts
Mimi Park
Sherry Paterra
Esther van Beers
Nutalie Van Tassel

EXECUTIVE DIRECTOR
Josh Leonard

Please remember EBAC in Your Will

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

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

1 Employment Position. OUSD shall provide Employee with a written document describing the position that Employee shall perform for OUSD. AGENCY shall provide Employee with a written document describing the position that Employee shall perform for AGENCY. None of the duties performed for either employer shall interfere or conflict with their responsibilities for the other employer.

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.

- 9. <u>Litigation</u>. This Agreement shall be performed in Oakland, California and is governed by the Laws of the State of California. The Alameda County Superior Court shall have jurisdiction over any state court litigation initiated to enforce or interpret this Agreement.
- 10. <u>Integration/Entire Agreement of Parties</u>: This Agreement and the Memorandum of Understanding between AGENCY and OUSD from which this Agreement stems, constitute the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by all Parties.
- 11. 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
	cretary, Board of Education
EN	# PLOYEE

OAKLAND UNIFIED SCHOOL DISTRICT

east bay agency for children

303 Van Buren Avenue Oakland, CA 94610 Ph: 510.268.3770

Ph: 510.268.3770 Fx: 510.268.1073 www.EBAC.org

June 9, 2017

Oakland Unified School District Attention: Risk Management 1000 Broadway, Suite 440 Oakland, CA 94607

To Whom It May Concern:

This letter is to confirm that all East Bay Agency for Children employees, interns, and volunteers are required to have DOJ & FBI fingerprint and TB clearances to be employed by EBAC and therefore to be assigned to any of our partner school districts.

We will also receive, via out agreement with the California Department of Justice, reports of any subsequent arrests for any of our employees, interns, or volunteers who received clearances through their agency.

Additionally, all of our employees, interns, and volunteers are required to renew their TB skin tests and/or chest x-rays every four years.

Proof of fingerprinting and TB testing for any staff that we assign to an OUSD school will be available to OUSD upon demand.

Sincerely,

Kevin Darby

Associate Director of Human Resources & Operations

East Bay Agency for Children

303 Van Buren Avenue

Oakland, CA 94610

510-268-3770 x1116

kevin.darby@ebac.org

SERVICES

School-Based Behavioral Health School-based therapy

ADMINISTRATIVE OFFICES

Intensive Behavioral Health
Counseling and intensive
counseling emiched desmoons
Therapeutic nursery school
Youth empowerment services

Family & Community Wellness
Afterschool programs
Child assault prevention
Early childhood services
Family resource centers
Grief and loss support
Schoolbased health center

Trauma Informed Collaborative
Til regional trauma center

BOARD OF DIRECTORS

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President

Mimi Park

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Matthew Nelson

Governance Chair

Marguerite Stricklin

Secretary

Natalie Van Tassel

Quality and Impact Chair

Mary Colby Rita Howard

Leah Hughes

Joanne Karchmer

Nate Oubre

Rhonda Morris

Tess Singha

Tim Sommer

Eather van Beers

CHIEF EXECUTIVE OFFICER
Josh Leonard

Please Remember EBAC in Your Will



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

Basic Directions

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

Agency Information

Agency's

Title

Contact Person

Josh Leonard

Chief Executive Officer

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

303 Van Buren Ave.

East Bay Agency for Children

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

	OOD VALLED DISTITUTE.			THE	Chief Executive Officer				
City	Oakland	Oakland			510-268-3770				
State	CA	Zip Code	94610	Email	Josh. Leonard@ebac.org				
OUSD Vendor No	umber	V001647							
Attachments	<u>l</u> ■ Stateme	nt of qualificat	ty and workers' con tions vendor does not ap			t. (www.sam.	gov/portal/p	ublic/Sam/)	
	Co	mpensatio	n and Terms – M	ust be within OUS	SD Billing Gr	ndelines			
Anticipated Start Date	July 2,	2017 D	ate work will end	August 18, 2018	The state of the s		\$ 90,621.00		
		11 - 5'0	Budge	Information			W. T		
Résource #	Resource	Name	Úrg Ke	ey #	Object Code			Req. #	
6010	ASES	ASES		1921553401		\$ 90,621.00 R018		0332	
						5825 \$			
					5825	\$		- in	
				***	5825	\$			
	TENTE, T.		OUSD Contract (Originator Informa	tion				
Name of OUSD Contact Samantha Keller			Email	Samantha Keller		ler	@ousd.or		
		510-729-773		Fax	510-729-7734		ICI .	(g)ousu.or	
		192/Rise		Enrollment Grades		к	through	5th	
		Арр	roval and Routing			THE RES	unougn	THE THE PERSON NAMED IN	
Services cannot be proservices were not pro	vided before a P	ne MOU is fully O was issued.		nase Order is issued.	Signing this do		_	nowledge	
Please sign under the appropriate column.				Appyoved	Denied - Reaso			Date	
1. Site Administrator			2 64	Wh			7119	1/12/	
2. Resource Manager			Sura	N _u			1,000	01141	
			- Julia					1.1201	

Procurement

3. Network Superintendent / Executive Director 4. Cabinet (SBO, CFO, CSO, Deputy Chief) 5. Board of Education or Superintendent

Date Received

Agency Name

Street Address

SAM Search Results List of records matching your search for:

Search Term : east* bay* agency* for* children*
Record Status: Active

ENTITY EAST BAY AGENCY FOR CHILDREN

Status:Active

DUNS: 070159215

+4:

CAGE Code: 34ZD6

DoDAAC:

Expiration Date: Apr 17, 2018 Has Active Exclusion?: No

Debt Subject to Offset?: No

Address: 303 VAN BUREN AVE

City: OAKLAND

ZIP Code: 94610-4340

State/Province: CALIFORNIA

Country: UNITED STATES