Board Office Use: Le	gislative File Info.
File ID Number	18-0731
Introduction Date	4/25/18
Enactment Number	18-0693
Enactment Date	4/25/18 er



Memo

То	The Board of Education	
From	Kyla Johnson-Trammell, Superintendent	
Board Meeting Date (To be completed by Procurement)	<u></u>	
Subject	Memorandum of Understanding Amendment - 1 Bay Area Community Resources San Rafael CA (contractor, City State) 221/Elmhurst Community Prep (site/department)	
Action Requested	Approval of the Amendment to the Memorandum of Understanding between Oakland Unified School District and Bay Area Community Resources Services to be primarily provided to 221/Elmhurst Community Prep the period of July 1, 2017through 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 for additional hours for direct service to help cover for minimum days, prep time, and professional development opportunities for line staff to ensure that they are will-trained and well-supported to deliver high quality services to students and to ensure their participation in continuous quality improvement processes.	
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 Bay Area Community Resources, San Rafael, CA, for the latter to provide additional hours for direct service to help cover for minimum days, prep time, and professional development opportunities for line staff to ensure that they are will-trained and well-supported to deliver high quality services to students and to ensure their participation in continuous quality improvement processes for the After School Program at Elmhurst Community Prep for the period of July 1, 2017 through August 17, 2018, in the amount of \$11,854.00, increasing the agreement from \$172,520.00 to an amount not to exceed \$184,374.00. All other terms and conditions of the agreement remain in full force and effect.	
Recommendation	Approval of the Amendment to the Memorandum of Understanding between Oakland Unified School District and Bay Area Community Resources Services to be primarily provided to 221/Elmhurst Community Prep 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 \$11,854.00	t 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.

Legislative File ID No. 18-0731
Department: 221/Elmhurst Community Prep
Vendor Name: Bay Area Community Resources
Contract Term: Start Date: 07/01/2017 End Date: 08/17/2018
Annual Cost: \$ 11,854.00
Approved by: Martha Pena
Is Vendor a local Oakland business? Yes No V
Why was this Vendor selected?
This organization has demonstrated experience and capacity serving in the after school lead agency role. This organization successfully met all requirements of OUSD's Lead Agency Request for Qualifications process and has been approved as a qualified lead agency partner by the OUSD Expanded Learning Office.
Summarize the services this Vendor will be providing.
This organization will provide comprehensive after school services for Oakland students, following the requirements set forth by OUSD and by the California Department of Education's ASES and/or 21st Century Community Learning Center grant programs. Daily after school services will include academic support, enrichment, and physical activity for students, as well as family engagement activities. This organization will work in close partnership with the host school site to align after school programming with the goals and priorities of the school's SPSA. This organization will also work in close partnership with the OUSD Expanded Learning Office to ensure the program meets attendance targets, fulfills compliance requirements, and achieves youth development quality standards.
Was this contract competitively bid? Yes No
If No, answer the following:
1) How did you determine the price is competitive?
The California Department of Education allocates site-specific grant funding to OUSD schools. The lead agency partner works in collaboration with the school site administrator to complete an after school budget plan specifying the requested after school services and agreed upon cost of services. The final contract amount for the agency is approved by the school site administrator and by the OUSD Expanded Learning Office, once budget plans are approved for compliance and program plans meet CDE requirements. The lead agency leverages additional funding and in-kind resources to augment the contracted amount from OUSD to support high quality program implementation.

Legal 1/12/16 1

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

Board Office Use: Leg	islative File Info.
File ID Number	18-0731
Introduction Date	4/25/18
Enactment Number	18-0693
Enactment Date	4/25/18 er



AMENDMENT NO. 1 TO MEMORANDUM OF UNDERSTANDING

The	e Oakland U	nified School	District (OUSD) and Ba	y Area Commi	unity Resources	(Agency) ente	ered into a Memorandum
	of Unders	standing (MOI	J) on July 1, 2017	T	he parties agree to	amend that Agr	eement as follows:
1.	If scope of materials, and Agency agroup Bay Area Comdevelopment of the scope of th	work changed dditional sites to ees to provide nmunity Resource opportunities for l		cope of work onal duties, ar if services: urs for direct se are will-trained	including descriptiond/or reports; attach ervice to help cover for and well-supported to	n of expected fina additional pages a minimum days, prep deliver high qualitys	time, and professional services to students and to
2.	Terms (dura	nanged: The t	The term of the MOU is <u>u</u> erm of the MOU is ext	ended by ar		ne MOU has <u>chanc</u> (days	<u>aed</u> . /weeks/months), and the
	amended e	expiration date	is				,
3.			he compensation is <u>unch</u>			ation has <u>changed</u>	
			anged: The MOU pric		•	F1-1 0 1	0.54 (4000) 0
			to original MOU a		-		
		umulative Amou 34,374.00.	int of ISA(s)is not to exc	eed: One Hu	indred Eighty Four Tho	usand, Three Hundr	ed Seventy Four
4.	Remaining	Provisions:	E.C.	of the MOU	, and prior Amend	lment(s) if any,	shall remain unchanged
5.	Amendme	nt History: 🔳	There are no prior ame	endments to t	his MOU. 🔲 This M	IOU has previously	been amended as follows:
	No.	Date	General D	escription of	Reason for Amendo	nent	Amount of Increase (Decrease)
							\$
							\$
							\$
Ā	signature b DAKLAND UN umu Eng	y the Board o	f Education, and/or the L DISTRICT 4/26/	Superinten		nee.	oved. Approval requires
Ž	Top The hou	<u> </u>	4/26/	18	Find Name, Title		
0	Secretary Roa	rd of Education	Date				

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

School Site: Elmhurst Middle School Lead Agency

Lead Agency Partner: Bay Area Community Resources

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
Increase after school staff pay rates	After school instructors are receiving an increase in their pay rate.
Provide additional hours of Professional Development and prep time to after school program staff	Additional hours for direct service was incorporated into the budget to help cover for minimum days and Professional Development opportunities for the line staff to ensure that they are well-trained and well-supported to deliver high quality services to students; and to ensure their participation in continuous quality improvement processes.
Pay for additional critical after school staff	Pay for additional critical after school staff Additional funding will increase hours for our Restorative Justice coordinator.
Other	N/A

Other Lead Agency Funds Lead Agency \$34,300 8 8 8 88 2 \$85,000 \$70,000 OFCY Match Funds \$750 21CCLC Supplemental Programming (school year only) [2] 3 2 \$8,000 [4] \$5,871 \$249 \$381 \$498 2 8 \$0 [36] \$0 [42] 8 122 \$0 [31] 2-% 3 8 21CCLC Family Literacy \$20,000 \$17,178 2362 \$1,246 \$623 8 8 50 (41) [21] SO (35) \$0 30 8 8 2 8 21CCLC Equitable Access 8 \$25,000 \$21,473 \$1.190 \$779 8 \$1,558 S 밇 \$4,500 [20] \$4,500 \$0 (29) \$330 [34] \$0 [40] \$990 Ξ-8 20 \$29,282 \$25,151 \$1,394 \$1,824 \$912 8 8 8 8 8 8 \$0 [28] \$0 [33] 30 (39) 2017-18 AFTER SCHOOL BUDGET PLANNING SPREADSHEET PLEMENTARY & MIDDLE SCHOOLS 02.2017 2 ASES 8 8 8 8 \$500 \$163,800 \$140,692 \$5,103 \$7,800 \$10.206 \$2,500 \$4,000 8 8 8 2 \$1,500 \$0 [32] 80 D8 \$800 [27] \$800 E Employee Benefits for Classified Staff on Extra Time-Covertime (benefits at 22%). Employee Benefits for Salaried Employees (handits at 42%) [37]. 2205 Sile Coordinator (list here, if district employee) [18] District professional development on district PD days (Bridging the Bay conference, Youth Work Methods kaltrings) [50] Certificated Teacher Extended Contracts- math or ELA academic intervention (recommended for MS) Certification Teacher Extended Contracts- math or ELA academic intervention (required for MS) William Stort [15] Employee Benefits for Certificated Teachers on Extended Contract (benefits at 20%) [26] Certificated Teacher Extended Contracts. ELL supports (16). Custodial Staffing and Supplies at 3.5% [7] CENTRAL COSTS INDIRECT ADMIN EVAL PD. CUSTODIA: SUPPLIES versos # of students to be served daily (ADA): 155 Quality Support Coacty/Academic Llaison REQUIRED Mera Herrera-8th Grade Science [14] OUSD ASPO admin, evaluation, and baining/hichrical assistance costs [6] 3000's Lead Agency benefits (rate: 25%) [43] TOTAL SITE ALLOCATION [8] TOTAL GRANT AWARD Elashumet Community Prop Cumiculum (OUSD only) [46] Equipment (OUSD only) [48] Bus fickets for students [49] OUSD Indirect (5%) [5] Total classified [25] SSO (optional) [19] Total benefits [44] CLASSIFIED PERSONNEL Field Trips 1477 BOOKS AND SUPPLIES Succies [45] 123 Sits Nerre: \$,000 3000°s 4310 1120 1120 4310 4420 1120 1120 2220 5828

	Curticulum	1000		State .		300								8750		
	Trainings	10		25		100			60		000			\$500		
	Youth Incentives	6	İ		1	1					0			21,000		
	Communications					100			1 10				t	\$280		
	Total books and supplies [51]		20 2500	8	8	05	8	3	- No.	8	05	8	0\$	\$8,460	8	9
CONTRAC	CONTRACTED SERVICES				ı											
8	Interim Program Coordinator - Clark Harney - \$45,780 selary + \$11,440 (25%Fringe) = \$57,200 rest	1000	\$46.117	831	_	1355			gener					\$12.083		
	Program Coordinator - Darfelle Vigay - \$6,500+ \$1 62525% Frince) = \$8.053		ESO CE			56.042					(total					
	Program Assistant - Tavla Council - \$21/hr x 30 hs/kx x 40 whs = \$25,200+ 86,300 (25% Fringe) = \$31,580	233	000-003	Q		1070		\$10,520	and the		2.11					
	After School Instructor - Efrain Gutterrez - \$17ftr X 22 Instruct X 37 wts = \$13,638 + \$3,460 (#5% Frings) = \$17,288		\$13,712	CI.		ete (vi		\$3,586	1253		150					
5825	Temporary After School Instructor -Blaurica Neil - \$18.75/r X (Oteralwk X 12 wks = \$2,250 + \$563 (25% Frings) = \$2,813	ahg	\$2.813	e		11000			2016		S414					
	After School Instructor -TBD - \$18/fir X 12/ra/kk X 34 wkg = \$7.344 + \$1.838 (25% Frfrigs) = \$9.180		\$9,180	0					S.S.		7.0					
	After School Instructor - Samuel Waltace - \$18.50 An X.15 hts/W. X.37 Was 57,631 + \$1,908 (25% Fringt) = \$9,539		\$2,078	1651							460			\$7,084		7
5825	Americans STEM instructor - Jeanine Coleman - \$14,000 (50% ASP) + \$14,000 (50% match from National Service) = \$28,000			(E)				, 1000	ZAUE)					\$14,000		\$14,000
	Americorps instructor - TBD - \$14,080 (\$0% ASP) + \$14,000 (\$0% match from National Service) ** S2A,000	lte!	\$14,000	0												\$14,000
5825	COI Meeting Time, unscheduled minimum days = \$3,061 (53)	9	\$1,779	gi.		\$1,282		250	100							
_	Supplemental Programming - 268 ftrs X \$20/hr = \$5.340 + \$1,2335 (25% Fringe) = \$6,675	7		100					52-4				089'9\$			
5825	Family Listson - Leatle Lopez - \$17,178 (OUSD Side) [54]								\$17,178	89	100					
8	After School Instructor/Sports Coach - Aaron Smith - \$17/hr x 37 hrawk x 37 wks= \$22,273 + \$5,818 (25% Frings) = \$29,081	_^^	\$10,683	3		\$17,128		\$1,280	238							
	Additional Inques for direct service	100	\$9,080								H	+	+			
	Independent contractor - sagments salazar - \$62,500			il.	1	19					i i	+	+	1	\$62,500	
90.03	Sperk - STEM Programing - \$5,200 (55) Girls Inc - STEM and Girls Group Programming -	3 5		l by					L as				"	\$16,000		
	After School Support Staff - Shayma Shapiro - 5900	36) in the		311								\$1,000		
5825	BACR Program Manager- \$10,200 + \$2,550 (25%) Fringe) = \$12,750	100		121		3/			214		HOS			\$12,750		
	Total services (58)		\$131,481	3	8	\$24,452	\$0	\$15,386	\$17,178	8 80	3	0\$	\$6,680	\$68,117	\$62,500	\$28,000
d GNIX	INKIND DIRECT SERVICES	100	-		r			ľ		L		ŀ	H			\$2,500
	BACR Support Staff					Ţģ.										\$1,000
	BACR Administrative Assistant				+				201			-	+	+		\$1,600
	Traingings (CPS, Classmorn Management, Lesson Planning, BACR In-House trainings, etc.) - \$1,200	2 _{vons}		100		357					100					\$1,200
	Volunieer Time			(1)	1	Ó					lő!		+	+	1	8
1	Subconfractors	181.6			1	7 13		000	100		0/15	ŀ	+	t	T	8
	Other In-Kind Providors Total value of in-kind direct services			18									-	+	93	28,300
AD AG	LEAD AGENCY ADMINISTRATIVE COSTS													J.		
	Lead Agency admin (4% max of total contracted 5) [59]	65	116,53			6888		\$597	No.		8006		\$181	\$8,423	\$7.500	SI
SUBTOTALS	als:				i					Ĭ			i			

Subtotals DIRECT SERVICE [59]	AS IGN	\$7.248	\$131,881 R& IB	RS IN	\$438	\$24,452		\$5,864	\$15,386 87 16		\$17,677	8		\$120	\$6.680	\$78,577	\$62,500	\$34,300
Subtotate Adminindirect (55)		\$20,659	\$3,911		\$3,693	\$695		\$3,163	\$697		\$2,622			\$1,009	\$191	\$8,423	87,500	S
TOTALS																		
Total budgeted per column [89]		806 723	\$135,892	W	54,131	\$25,151	DES	\$9,017	\$15,983	EX.	000'02\$	OS.	100	\$1,129	\$58,871	\$85,000	000 025	\$34,300
Total BUDGETED IS7	100 76	\$163,800	900	100	\$29,282		100	\$25,000		100	\$20,000		100	\$8,000		\$85,000	\$70,000	\$34,300
BALANCE remetring to allocate [73]	200	3	A SHEET		8			8		133	8	No.	Sept. 100	19 C G	1778	S	ALC: 18	の大変ない
TOTAL GRANT AWARDMALDCATTON TO STE	77	6163,800	00		292,853		350	\$28,000			\$20,000	1	遊	\$8,000		864,000	ST0.000	834,300
amendo.		W. C. L. C.																
Total Match amount required for this grant:		54,600.00																
Facilities count toward 25% of this match requirement:		13,650,00																
Remaining match amount required:		40,950.00																
Match should be met by combined OFCY funds, other site funds, private dollars, and in-kind resources. This total equals.		112,300,00																
Total Match amount left to meet		-71 350 00																

Date
1
- 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.

- Agency and OUSD contract originator reach agreement on modification to original MOU.
 Agency and OUSD contract originator complete an MOU amendment together.
 If the MOU total amount has increased, OUSD contract originator creates new requisition.

3. If the 4. OUS	e MOU total a BD contract o	amount has in riginator subn	creased, Ot nits amendn	JSD contract nent packet fo	originator crea or approval wit	ates new hin two v	veeks of	on. creating the requis	sition.
V	When the MC	U amendmer	nt is approve	d, Procureme	ent will add ad	ditional f	unds to th	ne original Purcha	se Order.
The Legal De	partment mu	st review and	approve all	amendments	that do not us	se the O	USD temj	olate MOU Amend	dment form.
				Agency	/ Informatio				
Agency Nam		ay Area Commu	unity Resourc	es	Agency's C	ontact F	Person	Martin Weinstein	
Street Addre		'1 Carlos Drive	04-4-	Ta.	Title			Chief Executive Of	ficer
City	San Rafael	OLICD	State	CA	Telephone	1.0	Email	415-755-2321	ora
Zip Code	94903		Vendor Nu		l001628 Form and Bo			mweinstein@bacr.o	org
Attachments	S ■ Ame	ended Scope Iditional con e met the Fir	e of work (N sultants wil ngerprinting	Not Required I be working J/Backgroun	d if Amendme on site, atta d Investigatio	ent is or ch agen on and h	nly for a c ncy letter nave a ne	change in the fur verifying addition egative tuberculo	nal consultants
	لعسمنا	Com	pensation	– Must be	within OUS		g Guidel	ines	
Original MOU	J Amount	\$ 172,52	0.00		Original PO			P1801877	
Amended MC	OU Amount	\$ 11,854	.00		New Requis	ition Nun	nber	R0183481	
New Total MOU Amount \$184,374.00									
					t Information				
Resource # Resource Name					Org Key#			Object Code	Amount
6010 ASES Grant 2				22	211553401			5825	\$ 11,854.00
								5825	
								5825	
								5825	
			OU	SD Contract	Originator In	formation	on		
Name of OU	SD Contact	Kilian Be	tlach			Email		Ki	ilian.Betlach @ousd.org
Telephone		510-639-	2888			Fax	510-639-	2891	
Site/Dept. Na	ame	221/Elml	nurst Commu	nity Prep					
					g (in order of				
increased t	by Procuremer	nt. Signing this	document affi	irms that to you	ır knowledge ad approved.	ditional se	ervices wer	ed and the Purchase re not provided befor List https://www.sar	Order amount has been re the amendment was m.gov
Please sign ur	nder the appro	priate column.			Approved			Denied – Reason	
Please sign under the appropriate column.				CM	ALLE				3/28/18
1. Site Admir	listrator				-				200 W
Site Admir Resource		applicable		M					3-29-08
2. Resource	Manager, if	applicable xecutive Offic	er	2					3.28.18
2. Resource	Manager, if a	xecutive Offic	er	2	- 1-				
Resource Network o Cabinet (0)	Manager, if a or Regional E Chief / Deput	xecutive Offic		2	1				
2. Resource 3. Network o 4. Cabinet (0 5. Superinter	Manager, if a or Regional E Chief / Deput ndent or Boa	xecutive Office	on	2	- 1				

gislative File Info.
17-1613
8/23/17
17-1243
8/24/10 0052



Memo

To

Board of Education

From

Kyla Johnson-Trammell, Superintendent

Board Meeting Date

August 23, 2017

Subject

Memorandum of Understanding - Bay Area Community Resources (Contractor) - 221/Elmhurst Community Prep (site)

Action Requested

Approval of a Memorandum of Understanding (MOU) between District and Bay Area Community Resources, for services to be provided primarily to Elmhurst Community Prep.

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. The general purpose of the 21st Century Community Learning Center (21st CCLC) program is to establish or expand community learning centers that provide students with academic enrichment opportunities along with activities designed to complement the students' regular academic program. California Education Code (EC) Section 8421 further defines the purpose of the 21st CCLC High School ASSETs program as (1) creating incentives for establishing locally driven after school enrichment programs that partner schools and communities to provide academic support and safe, constructive alternatives for high school pupils in the hours after the regular school day, and (2) assisting pupils in passing the high school exit examination for public school programs.

DiscussionOne paragraph summary of the scope of work.

Approval by the Board of Education of a Memorandum of Understanding 2017-2018 between the District and Bay Area Community Resources, San Rafael, 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 Elmhurst Community Prep's comprehensive After School Program for the period of July 1, 2017 through August 17, 2018, in the amount of \$172,520.00.



Recommendation

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

Fiscal Impact

Funding Resource: 6010/After School Education and Safety (ASES) Grant and 21st CCLC Grant in an amount not to exceed \$172,520.00.

Attachments

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



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

Legislative File ID No. 17-1613
Department: After School Program, Elmhurst Community Prep
Vendor Name: Bay Area Community Resources, San Rafael, CA
Contract Term: Start Date: 7/1/2017 End Date: 8/17/2018
Annual Cost: \$ 172,520.00
Approved by: Julia Ma/Julie McCalmont
Is Vendor a local Oakland business? Yes 🗸 No 🗌
Why was this Vendor selected?
This organization has demonstrated experience and capacity serving in the after school lead agency role. This organization successfully met all requirements of OUSD's Lead Agency Request for Qualifications process and has been approved as a qualified lead agency partner by the OUSD Expanded Learning Office.
Summarize the services this Vendor will be providing.
This organization will provide comprehensive after school services for Oakland students, following the requirements set forth by OUSD and by the California Department of Education's ASES and/or 21st Century Community Learning Center grant programs. Daily after school services will include academic support, enrichment, and physical activity for students, as well as family engagement activities. This organization will work in close partnership with the host school site to align after school programming with the goals and priorities of the school's SPSA. This organization will also work in close partnership with the OUSD Expanded Learning Office to ensure the program meets attendance targets, fulfills compliance requirements, and achieves youth development quality standards.
Was this contract competitively bid? Yes No No
If No, answer the following:
How did you determine the price is competitive?
The California Department of Education allocates site-specific grant funding to OUSD schools. The lead agency partner works in collaboration with the school site administrator to complete an after school budget plan specifying the requested after school services and agreed upon cost of services. The final contract amount for the agency is approved by the school site administrator and by the OUSD Expanded Learning Office, once budget plans are approved for compliance and program plans meet CDE requirements. The lead agency leverages additional funding and in-kind resources to augment the contracted amount from OUSD to support high quality program implementation.

Legal 1/12/16

2)	Pleas	se check the competitive bid exception relled upon:
	닏	Educational Materials
	Ц	Special Services contracts for financial, economic, accounting, legal or administrative services
	\sqsubseteq	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)
	Ц	Construction related Professional Services such as Architects, DSA Inspectors, Environmental Consultants and Construction Managers (require a "fair, competitive selection process)
	ᆜ	Energy conservation and alternative energy supply (e.g., solar, energy conservation, co-generation and alternate energy supply sources)
	닏	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]
	ᆜ	Piggyback" Contracts with other governmental entitles
	닐	Perishable Food
	\sqcup	Sole Source
	Ц	Change Order for Material and Supplies if the cost agreed upon in writing does not exceed ten percent of the original contract price
	Ш	Other, please provide specific exception

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

Bay Area Community Resources

- 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>Bay Area Community Resources</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>221/Elmhurst Community Prep</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.
- Compensation. The ASESP and 21st CCLC grant award amount for <u>Bay Area Community Resources</u> is \$172,520. AGENCY shall be entitled to compensation from these funds in accordance with the following terms and conditions:

- 4.1. Total Compensation. Subject to the provisions of 4.2 Positive Attendance and the provisions of 4.3 Administrative Fee and subject to AGENCY compliance with MOU requirements, AGENCY shall receive the amount of the grant award less OUSD's administrative fees and other site costs agreed to by the Site Administrator and AGENCY. Penalties may be assessed or payments withheld for non-compliance, including but not limited to MOU requirements, attendance reporting, fiscal involcing, full participation at OUSD required meetings and trainings and in continuous quality improvement efforts.
- 4.2. Positive Attendance. Payment for services rendered related to the ASESP and 21st CCLC grants shall be based on actual student attendance rates (\$7.50 a day per student), not estimates, as those programs are "positive attendance based." OUSD reserves the right to modify the annual core allocation based on reported attendance. In the event that payments made to AGENCY exceed the reported attendance for the Core grant, the AGENCY will return payments to OUSD at the rate of \$7.50 a day per student. Documentation of attendance must be submitted through the OUSD/OFCY attendance systems in order for invoices for payment of services for the ASESP and 21st CCLC grants to be processed. Exhibit A (Attendance Reporting Schedule 2017-2018")
 - 4.2.1. Reconciliation Process for Positive Attendance Based Grant Funds. OUSD will adjust the payment of the "positive attendance based" grants based on quarterly review of monthly invoices and attendance for services rendered related to the ASESP, 21ST CCLC (Core Grant) for any adjustments resulting from the reconciliation of the attendance reports for that quarter's months. The attendance reconciliation process will assess the program's performance with respect to the required compliance with the grant mandated attendance rates. Based on the review, financial adjustments of additional payment or additional withholding will be made. Any remaining balance(s) will be forwarded to AGENCY or OUSD. Any adjustment required in excess of the withholding will necessitate additional adjustments to future invoices and payments.
 - 4.2.2. Administrative Charges and Reconciliation. Reconciliation process for positive attendance based grants must factor in the subtraction of administrative and other OUSD central charges, as outlined in section 4.3, from any grant amounts earned through attendance (OUSD indirect, custodial, evaluation, and After School Programs Office administrative and training/technical assistance fees).
- 4.3. **OUSD Administrative Fees.** OUSD shall charge and withhold up to 14% from the overall ASESP and 21st Century grant awards for central indirect, administrative, custodial, evaluation, and direct service training and technical assistance.
- 4.4. **AGENCY Administrative Fees.** AGENCY understands and agrees that it may not charge more than 4% of the total contract amount as administrative fees and that its administrative fees must be set at an appropriate dollar amount to keep the ASESP and 21st Century grants within the grant-mandated allowable 15% for total indirect/administrative costs. The agency administrative fees charged to the ASESP and 21st CCLC grants must be used for direct administrative costs and cannot be used for agency indirect costs. Direct administrative costs consist of expenditures for administrative activities that provide a direct benefit to the ASESP and 21st CCLC programs. Indirect costs consist of expenditures for administrative activities that are necessary for the general operation of the agency, but that cannot be tied to the ASESP and 21st CCLC programs.
- 4.5. **Program Budget.** The grant will remain as part of the site budget. Funds will be encumbered from the site budget on behalf of AGENCY for the school year 2017-2018 and will not exceed \$172,520 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>221/Elmhurst Community Prep</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 221/Elmhurst Community Prep and objectives to ensure the success of students as articulated in the Site Plan. AGENCY will work in partnership with the school principal to ensure that the program components are aligned with and complement OUSD standards and school site curriculum.
 - 5.1.2. Continuous Quality Improvement (CQI). AGENCY must fully engage in continuous quality improvement (CQI) processes and complete the following steps of the CQI cycle each year, and submit corresponding CQI deliverables to the After School Programs Office on a timely basis:
 - beginning of year self-assessment using YPQA/SAPQA tool
 - planning with data (using self assessment and external assessment PQA data, and other program data as available)
 - · development of quality action plan (QAP) with SMART goals for program improvement
 - year-end self-assessment and QAP progress check

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

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

- 5.2. Oversight. AGENCY will provide oversight, fiscal management, payroll services, technical assistance, and facilitation of collaboration with other service providers. Agency must ensure compliance with ASESP and 21st CCLC funding guideline requirements and follow OUSD after school policies and procedures. This includes compliance with OUSD staffing requirements and policies including No Child Left Behind and other legislative mandates.
- 5.3. Enrollment. AGENCY will enroll <u>6th</u> through <u>8th</u> grade students at <u>221/Elmhurst Community Prep</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 <u>221/Elmhurst Community Prep</u>. 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 221/Elmhurst Community Prep 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 221/Elmhurst Community Prep
 - 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 Sllps/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 6.7. ensure compliance with all state laws and may transport by the use of its own equipment, contract to provide transportation or arrange transportation by the use of other equipment to enrolled after school and summer participants provided that: (A) parent/guardians' written permission has been obtained in advance; (B) After School Program Coordinator and/or Summer Program Coordinator has confirmed that: transportation arrangements are safe and appropriate; (C) all drivers have valid California driver's license; (D) all drivers have received fingerprint clearance; (E) provided that such transport is covered under driver or registered owner's personal automobile insurance or AGENCY automobile liability insurance policy for at least \$100,000 per individual and \$300,000 per occurrence for liability for bodily injury; and \$50,000 per occurrence for liability for property damage; (F) all drivers and registered owners of private or rented vehicles used shall complete and sign declaration of driver forms assuring that: (i) the driver is at least 21 years of age and holds a current valid California driver's license;(ii) the driver has not been convicted of reckless driving or driving under the influence of drugs or alcohol within the past five years; and (iii) the driver provides proof of sufficient insurance; (G) if AGENCY transports by use of an Agency owned vehicle or arranges and/or contracts with a third party to provide this transportation, the AGENCY or organization or company with whom they contract must meet or exceed the standards required of OUSD's District approved bus vendors, including but not limited to: be licensed as a transportation provider, be certified to transport students (e.g., School Pubil

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. Involcing

- 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. **Unailowable 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 \$172,520 in accordance with the attached Exhibits to this Memorandum. Invoices for payment of services shall be submitted by the 10th of each month to the OUSD After School Programs Office, utilizing the required OUSD invoicing and staff qualifications form (Exhibit F). OUSD will strive to adhere to second Accounts Payable check run per the published schedule of monthly payments if invoices are submitted in accordance with the deadlines and requirements set forth in this section and the accompanying Exhibits.
- 9. Ownership of Documents. AGENCY agrees that, pursuant to California law, it shall maintain program and fiscal documentation for the ASESP and 21st CCLC programs for a minimum of five years. All documents created by AGENCY pursuant to this MOU, including but not limited to reports, designs, schedules, registration packets, early release waivers, and other materials prepared, or in the process of being prepared, for the services to be performed by AGENCY, are and shall be at the time of creation and thereafter the property of OUSD, with all intellectual property rights therein vested in OUSD at the time of creation. OUSD shall be entitled to access to and copies of these materials during the progress of the work. Any such materials in the hands of AGENCY or in the hands of any subcontractor upon completion or termination of the work shall be immediately delivered to OUSD. If any materials are lost, damaged or destroyed before final delivery to OUSD, AGENCY shall replace them at its own expense and AGENCY hereby assumes all risks of loss, damage or destruction of or to such materials. AGENCY may retain a copy of all materials produced under this MOU for its use in its general business activities.

10. Changes

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

11. Conduct of Consultant

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

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

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

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

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

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

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

OAKLAND UNIFIED SCHOOL DISTR	Stulo Date	AGENCY Agency Director Signature A District Life Will (C.)	2_
Superintendent Secretary, Board of Education	<u> </u>	Print Name, Title Attachments: Exhibit A. Attendance Reporting Schedule Exhibit B. Planning Tool/Comprehensive School Program Budget Exhibit C. Enrollment Packet, including	
Deputy Chief Community Schools and Student Services	7/3/(17 Date Dept.	 Release Waiver Exhibit D. List of Anticipated Field Trips, Off Events and Off Site Activities Exhibit E. Waiver for use of East Bay Reg Park District Bodies of Water (Swimming P 	f Site ijonal

JE/BIN	6/12/17
Principal	Date
Network Superintendent	li/zi/ja Date
Shot	7/3/17
Deputy Superintendent	Date
Academic & Social Emotional Lea	rning

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

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

Exhibit B

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

(Template distributed separately)

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Eimhurst Community Prep	Lead Agency: Bay Area Community Resources
WOX/	Lead Agency Signature
Afterschool Site Coordinator Name (if known at this time): Date: / Darielle Vigav	Date: April 15, 2017
Name of After School Program: FCP Extended Learning Time	
SECTION 2: PROGRAM OPERATIONS: Average Daily Attendence, Program Dates, Minimum Days To be compliant with grant requirements, the offer school program must commence immediately upon the conclusion of the regular day, opera minimum of 3 hours/day, and be open until at least 6pm on every school day for elementary and middle schools. (EC 8483) Programs are requi	Dates, Minimum Days Innerice immediately upon the conclusion of the regular day, oper- for elementary and middle schools. (EC 8483) Programs are requ
to operate all 180 days of the school year. • CDE allows programs to close for a maximum of 3 days during the school year for professional development. Families must be notified of these programs to close for a maximum of a days and the lead agency must maintain documentation of professional development activities affered on these dates, including training agenda and staff sion in sheets.	ear for professional development. Families must be notified of the neutrion of professional development activities affered on these
Projected Daily Attendance during School Year 2017-2018	134 students
First Day of Program Operations for the 2017-18 school year	August 22, 2017
Last Day of Program Operations for the 2017-18 school year	June 6, 2018
List the three days (if any) your program plans to close this year for PD. The program must be operery other day of the school year.	orogram must be op August 21, 2017 January 8, 2018 June 7, 2018
Minimum Days When a school holds minimum days, the after school program is required to begin as soon as the school day ends, and run a long day until form	begin as soon as the school day ends, and run a long day until 6pm

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

lead agency partner must discuss the anticipated number of infilmin cays for the program year, and discuss shared resources to find minimised day programming.	iar, and discuss snared resources to hind minimin
Projected Number of Minimum Days for School Year 2017-2018	38 Wednesday Minimum Days 1:00
*School should provide lead agency with a calendar of minimum days before the 1st day of	15 Early Release Days 12:30
Describe funding plan to operate program on the minimum days indicated above, including	Included in 2017-2018 budget projections.
additional school resources (if any).	
Please note that the ASES and 21st Century grant from CDE does not increase funding for	No school funds will be used to staff program
minimum days. If the school adds additional minimum days beyond the projected number	for minimum days.
above, what school funds will be utilized to fund these additional hours of program?	
SECTION 3: Program Mode! and Lead Agency Selection	
For 2017-2018, my site will operate the following program model:	
 X Traditional After School: voluntary program open to all students, with enrollment priorities targeting certain students	targeting certain students
Extended Day Braces. Additional class periods offered to students offer the end of the regular hell schedule for tameted analyse and/or for	ular hell schedule for taraeted andes and/or for
students of the school (Note: extended day classes must not appear on the school bell schedule)	(i)
 	Iramming
Description and Rationale for Selection of Lead Agency Describe how the selected tead Agency partner will support the school's plans for Full Service Community School development.	Community School development.
The BACR philosophy about after school programs extends far beyond keeping children safe. We believe in providing a nurturing and enjoyable	e believe in providing a nurturing and enjoyable

development into all activities. Just as important, we see the schools, students, and parents as our partners, and we believe it is our responsibil fostering volunteerism, and building community. As a large diverse community agency, BACR has the organizational capacity and infrastructure to understand and meet their needs. This approach to after school programs is consistent with the BACR mission of serving youth and families, environment where students can improve their academic and life skills. We believe in integrating the principles and practices of youth maintain high quality programming while expanding our services.

SECTION 4: SCHOOL PROPETIES 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 programment are expected to support the school's goals for: 1) Conditions for Student Learning and 2) Family and Student Engagement ASES and 21st CCLC Middle School After School Programs 2017-2018

three things	three things the school will focus on in the next 3 years.*		
(Select at least 1 additional priority)	Priority Area	Specific Priority (as written in SPSA)	Multi-Year Goal (as written in SPSA)
×	Mathematics	Students access multi-tiered, personalized academic support	These have not been developed in the schools transformation plan yet.
×	Conditions for Student Learning/Culture & Climate (required)	Students focus on skills over grades while also helping teachers create a skill-based (not grades-based) instructional program / helping teachers collaborate to create curriculum and practices that allow students to show master of their skill	These have not been developed in the schools transformation plan yet
×	Family and Student Engagement (required)	Students and community feel empowered and have healthy relationships while also helping teachers have more authentic, trusting relationships	These have not been developed in the schools transformation plan yet

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

Priority Area Describe that	Describe the after school activities that will support this school priority/goal	Target Population	Measurable Outcomes	Frequency & Schedule
		4		(hrs/wk)
Mathematics	Students will utilize a blended learning platform to	6th and 7th grade	Student growth based on exit	2-3 hours
	build basic math skills during the thursday/friday skill	students	ticket assessments they take	Wed-Friday
	time. We will collaborate with the Mr. Short to identify the best platform and place our students in a class to		during academic time.	
	worksheets and small group instruction.			
	SBAC worksheets to practice skills they have already mastered under that platform			30 min-1hr
Culture &	Launch Week of program will be an opportunity for	There would be a	Students understanding and	August,
Climate	afterschool leaders to reinforce school day culture. We	special focus for 6th	compliance with policies	November,
	will explicitly teach students what the schools PREP	grade because they are	based on the number of	December,
	values look like during program time, and how policies	new to middle school.	referrals given during	January and
	such as uniform and cell phone are enforced.	Activities would look a	program.	April
		little different for the		
		7th and 8th graders.		
	PREP store (Eagles Nest) for after school specific items	This would be open to	Part of the student incentives	Wednesday
	such as paper, pencils, water bottles, popsicles during	students in after school	budget will go toward this	and Friday
	hotter months and hot chocolate during colder	who have earned PREP	store.	
	months.	bucks.	The state of the s	
Conditions	Homework completion competitions monthly. We will	All students will get	Teachers will track homework	Monday-Thur
for Learning	be tracking the school value of prepared by tracking	homework tracked in	on a paper sheet and they	sday
	homework completion and rewarding prizes to	each class. Information	will be entered weekly in a	
	students who class reached their goal.	will be posted in the	document and file them	
			Neme.	

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

	The second secon	the lead.		
Conditions	Academic space will be a split between homework and We are going to target	We are going to target	Student folders will have	Thursday and
for Learning	specific skill building. Students will focus on basic skills students who were in	students who were in	For cognitive skills we will	Friday
	such as, multiplication, division, fractions, simple	summer school from	use the rubrics teachers use	
	equations, identifying problems, finding multiple	the start and students	to track growth on things like	
	and writhe efrone centences. Each marking region will	who have below a 2.0.	making a claim. Students will	
	have a specific focus for students to work on	Other students will get	keep a folder of sample work	
****	mastering.	a choice of which skill	that is reviewed and tracker	
	,	they want to work on	over the year.	
		during homework.		
Family &	Parent orientation held separate from the back to	60% of families	Sign in sheets	September
Student	school night general introduction and explain program			
Engage-	benefits, policy and procedures.			
ment	Utilize the talking points to have bi weekly	60% of families	Based on the number of	bi-weekly
(required)	communication with parents around program and		parents who opt into the	
	events.		messaging system.	
	Fall and Spring student showcase with large focus on	60% of families	Students will make	October and
	parent outreach.		personalized invites to	April
			parents.	

college, career, and community ready. To meet this strategic goal, middle schools must prepare their students to be high school ready by the till in OUSD's Pathway to Excellence Strategic Plan, ultimately the entire OUSD school system is working toward the goal to prepare all students to SECTION 5: OUSD STRATEGIC TARGETS - MIDDLE SCHOOL they graduate from the 8th grade. High School Recainest: OUSD measures high school readiness by the percentage of 8th graders who meet the following criteria at the end of til 8th grade: a 2.5 or better GPA: no Ds or Fs in Math or English; no suspensions; and at least a 96% attendance rate for their 8th grade year. Preparing for high school and being "high school ready" begins well before the 8th grade year. Starting with 6th graders, middle school after sol programs can play an important role, collaboration with the school day, to support students to be high school ready.

Examples of activities middle school after school programs can do in partnership with the school day to support high school resainess may include

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

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I	inteducation nights to learn about high school requirements and discuss high school readiness indicators
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	Host parent
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	Host parent
	 Host parent

Work with students to monitor their grades on AERES and provide targeted academic mentoring and/or tutoring to students falling beil in their classes

Help communicate attendance or behavior concerns to parents

Hold celebrations to admowledge students' progress on grades, attendance, good behavior, etc.

He teachers on extended contract to provide targeted intervention to students struggling in Math or English

Begin high school readiness discussions early with 6th and 7th graders

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Discuss with your Site Administrator possible ways your after school program can support high school readiness. Complete the following matrix indicate how your after school program will work in partnership with your school to support students to meet any of the indicators above that relate to the high school readiness target.

ובושנה נס נחב ז	relate to the nigh school readiness target.	The same of the sa		
District Strategic Target	Describe the ASP activities that will support this district strategic target	Tergot Popularitan	Mersurable Outcomes	Frequency/ Schedule (hrs/wk)
High School Readiness	Understanding A-G requirements and high school transcripts and the importance of extracurricular activities. This would be a partnership between the after school program and OUSD Guidance Counselors, Elmhurst and possibly a high school. → Help students and parents understand the high school options "More than just a social club" → Grades matter; understanding the high school transcript. → A-g Requirements how to meet them and what I need to know. → The power of clubs why extracurricular matter	8th grade students	1. Students will be able to identify classes that meet the requirements vs. those that do not. 2. Students will be able to describe the A-G requirements. 3. Students can prepare a list of classes and activities they want to participate in when transitioning to high school.	Spring April
	Reviewing the high school roadmap data night with parents. Partnership with data night and help parents to understand why these specific pieces of data are	6th and 7th graders	Attendance at workshops	Fall Data Night

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	important to student high readiness.	high school and college			
SECTION 6: A Use this section	SECTION 6: ADDITIONAL ACADEMICS Use this section to list any other academic	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.	y listed in Sections 4	and 5 above that will be of	fered.
Academic acti based on sour	vities should be al igned with id instructional strategies ali	Academic activities should be aligned with school goals and support specific student achievement needs defined by the school. Activities should based on sound instructional strategies aligned with the regular school day program.	cific student achiev day program.	ement needs defined by the	: scitaol, Activities should
Please Include Recommende • Teach	Please Include the following OUSD After School requiren Recommanded Middle School Academic Programming: • Teachers on extended contract to provide after s	nclude the following OUSD After School requirements, if not already listed above: randed Middle School Academic Programming: Teachers on extended contract to provide after school intervention in math, language/literacy, or English language development	eady listed above: ion in math, languag	ge/literacy, or English langu	ge development
Your program 1) Homework 5) Language d	Your program can offer a range of academic supports including: 1) Homework Support 2) Tutoring 3) Academic skill building 5) Language development for English Language Learners	uding	eted intervention o	4) Targeted intervention or direct instruction by credentialed teacher	ntialed teacher
Description of program/ activity	Target Population	Arademic Support (choose one)	SPSA goal(s) or school need supported by activity	Medalimble Dutcomes	Frequency (ins/week; 8 of wasks)
		☐ Academic Skill Building ☐ ELL Language develop. ☐ Homework Support ☐ Targeted Intervention or Instruction by Cred. Teacher ☐ Tutoring			
SECTION 7: El	SECTION 7: ENGICHMENT & PHYSICAL ACTIVITY / RECREATION Please list any additional enrichment activities your program will	AL ACTIVITY / RECREATION : activities your program will offer, that are not already listed in Sections 4, 5, and 6 above.	hat are not already I	isted in Sections 4, 5, and 6	above.
OUSD Middle	OUSD Middle School After School Programs will receive curriculum and professional develop	OUSD Middle School After School Programs will receive curriculum and professional development to implement the following new enrichment	professional develog	oment to implement the fol	lowing new enrichment

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

Required takatile School Enrichment components:

- MESA programming one hour/week (sites will receive support with MESA implementation)
- STEM programming one hour/week (coding and/or other STEM curriculum and professional development will be provided)
- Career exploration programming

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 21" Century grants. Enrichment activities can

Measurable Outcome Quantity and quality of Students performances working on a phy steal and audience feedback. with their mentor and experience to families and the community. project and meeting benchmarks as set by completing a project he MESA timeline. throughout the year. projects completed Students will be Students will be Youth growth in each quarter. All technical skills present their ☐ Academic skill develop.
☐ College/Career Readiness
☐ Social/Emotional Learning
☐ STEM/fechnology ☐ College/Career Readiness
☐ Health and Wellness
☐ Social/Emotional Learning
☐ Youth Leadership ☐ Academic skill develop.
☐ College/Career Readiness
☐ Health and Wellness
☐ STEM/Technology
☐ Youth Leadership ☐ Arts learning ☐ Social/Emotional Learning ☐ Youth Leadership Turgeted Sicilia O Arts learning Target Population grade students each mostly 7th and 8th Wednesday for 10 hrs/mnex;#or Open to all grades & Frequency 50 7th and 8th Audition Only weeks each All grades semester. A-Bester. graders positive school climate. STEM, arts learning, and student engagement. College and career College and career Culture and Arts SPSA goal(s) or Campus Culture Supported by school need readiness readiness activity. Student Identified
School Identified
OUSD Mandidated ☐ Student Identified ☐ School Identified ☐ Parent Identified ☐ Student Identified School Identified Description of Program/ Activity | Rationals combining MESA with STEM with partners 7th and 8th grade students the school day arts teacher students workplace. Students will spend 20 school day dance teacher. Students have performed at a RJ conference summer and high school. Students Visual Arts: In collaboration with professional dance companies in collaboration with the identified Dance: In collaboration with the the ASP Instructor working in hours in the Fall and 20 in the will be preparing to apply to at UC Berkeley and the 2017 (Tuesday, Wednesday and Spark Mentorship Program with professionals at their MESA/SIEM. We will be Spring offsite with at the Malcolm X Jazz Festival. professionals workplace (Monday, Tuesday and school day teacher. (Wednesday) Thursday) Thursday)

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

will work on projects and school beautification projects (Monday, Tuesday and	☐ Other (specify)		3		completed projects are visual around campus throughout the year with changing exhibits.
OR CONTRACTOR OF THE PROPERTY	Student identified School identified Parent identified	Skills	Open to all grades	☐ Academic skill develop. ☐ Arts learning ☐ College/Career Readiness ☐ Health and Wellness ☐ Social/Emotional Learning ☐ STEM/Technology ☐ Youth Leadership	How students perform in the competitions on the weekends
	Student Identified School Identified Parent Identified	Skills	Open to all and mostly students in debate	☐ Academic skills develop. ☐ College/Career Readiness ☐ Health and Wellness ☐ Social/Emotional Learning ☐ Youth Leadership	Growth in techniques and skills over the quarter.
	Student Identified School Identified Parent Identified	Campus culture	Try outs done for each sport all skill levels welcome	□ Academic skills develop. □ College/Career Readiness □ Health and Wellness □ Social/Emotional Learning □ Youth Leadership	Youth skill develop ment, character, and performance at games.
	Student Identified School Identified Parent identified	All	6th grade only class 7/8th collaborative	☐ Academic skill develop. ☐ Arts learning ☐ College/Career Readiness ☐ Health and Wellness ☐ Social/Emotlonal Learning ☐ STEM/Technology ☐ Youth Leadership	Completion of projects and performance in competitive activities

SECTION 8: FAMILY ENGAGEMENT / FAMILY LITERACY

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

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

development. For 21" Century grantees who receive Family Literacy funding: The activities listed below must align to your 21" Century Ramily Family literacy is a required component of all 21st Century afterschool 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 Liberacy budget plan.

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

Type of Activity and Frequency	SPSA gpat(s) or school need supported by activity	Describe how this activity is connected to student achievament	Measurable Gutcome	Alignment with achool day family engagement / family literacy efforts or resources
Family Craft Night	Campus Culture and family engagement	Fun and relationships with our newest families.	Student and family participation	This is usually an engagement event for 6th grade families. We use this to engage the whole family and inform them about opportunities to get involved on campus.
African American Culture Celebration	Campus Culture and family engagement	Connecting families and teachers in informal settings helps build relationships.	Parents attend and see what students on campus have worked on. Collaborative art work.	It is an opportunity for after school to showcase things they have learned and to celebrate the culture of many students.
Family Literacy/Data Nights	Family Engagement	Connect families with	Families understand student stands in mastery.	Engaging families around student mastery and skill growth.
Lights on AfterSchool	Family Engagement and Campus Culture	Connect with families	Families and school community to see the things that have been learned over the course of the first quarter.	This is a great check in point after back to school night and before student led conferences to engage with families.

CHON 9: PROCRAM SCHEDULE

- Submit your program schedule as an attachment, using the standard program schedule template. The after school schedule must indical the school name, program name, and the program year. Please note that programs will be asked to submit updated program schedules the beginning of both the Fall and Spring semesters. न
- The Program Schedule must clearly show when all after school activities listed in the Sections 4 7 will be taking place. <u>a</u>
- c) Make sure program schedule clearly shows when the following middle school program requirements will take place:

- MESA programming one hour/week (sites will receive support with MESA implementation)
- STEM programming one hour/week (coding and/or other STEM curriculum and professional development will be provided)
- Career exploration programming
- 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 b 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 3:10 pm, then the after school program must begin at 3:10 pm and run until 6:10 pm)

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

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

celebrating good ottendance, informing parents about the importance of attendance, uncovering what challenges students/jamilies are facing the cause them to miss school, regularly monitoring student attendance data, contacting families to let them know their child was missed at school, In partnership with the school day, afterschool programs can play an important role in supporting student attendance by doing things like in addition to providing meaningful after school learning experiences that help keep students engaged and coming.

attendance, and support studen is and families who are struggling with attendance. Select or 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.

Strategies to Support Attendance	Action Steps
a) Recruit and address the needs of students who are at risk of chronic absenteeism.	Looking at 2016-2017 attendance and reach out
	to families early about next year expectations
b) Inform parents about the importance of attendance and encourage parents to help each Parents will get a phone call if students miss more	Parents will get a phone call if students miss more
other get their students to class.	than two days or are leaving early more than

			twice without page 4 completed in the
c) Track studen	c) Track students with poor program attendance and reach out to find out why and how attendance could be improved.	each out to find out why and how	Use city span reports and have instructor lead communication for families
d) Celebrate go students for atta	d) Celebrate good attendance and/or offer meaningful incentives to attract and reward students for attending our program.	l incentives to attract and reward	Monthly recognition for students with above 80% attendance.
SECTION 11: IN After school pro-	SECTION 11: TRANSFORMING SCHOOL CULTURE AND CLIMATE After school programs can play a critical role in support the school's efforts to transform supportive places for all students to stay engaged, be successful, and thrive.	s claware t the school's efforts to transform scho ged, be successful, and thrive.	SECTION 11: TRANSFORMING SCHOOL CULTURE AND CLIMATE After school programs can play a critical role in support the school's efforts to transform school culture and climate, helping to make schools positive, supportive places for all students to stay engaged, be sixcessful, and thrive.
The following all Positive Restoral all Social all	The following are strategies that OUSD schools are taking to Positive Behavioral Intervention and Supports (PBIS) Restorative Justice/Restorative Practices (RJ) Social and Enotional Learning (SEL)	schools are taking to create positive school culture and climate: 1 and Supports (PBIS) Practices (RJ) SEL)	d climate:
After school and positive culture	After school and school day partners can collaborate and i positive culture and climate from 8am - 6pm for students.	nd intentionally align their efforts arounts.	After school and school day partners can collaborate and intentionally align their efforts around these strategies, in order to create seamless, positive culture and climate from 8am - 6pm for students.
a) Discuss with matrix by select program will do Participa Participa Participa Align wi Align wi Observe Observe	ass with your Site Administrator which strategies your school is using to support positive school by selecting at least one strategy that the school day and after school programs will work into a will do to align with school day efforts for each nelected strategy. This may including any of Participate in site-level professional development (PD) together with school day staff Participate in district-sponsor ed PD, including PD offered by the Expanded Learning Office Participate in relevant school committees (i.e. Culture and Climate Committee, COSI, ILI, etc.) Align with school day curriculum and practices Align with school day curriculum and structures Observe school day classrooms to align expectations and practices Other ways to align (please specify)	es your school is using to support position day and after school programs will who nefected strategy. This may including ent (PD) together with school day staffed by the Expanded Learning Culture and Climate Committee, COST, ations and practices.	a) Discuss with your Site Administrator which strategies your school is using to support positive school culture and climate. Complete the follow 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 nelected strategy. This may including any of the following action steps for alignment: • Participate in site-level professional development (PD) together with school day staff • Participate in relevant school committees (ie, Culture and Climate Committee, CDSI, ILI, etc.) • Align with school day curriculum and practices • Align with school day curriculum and structures • Observe school day classrooms to align expectations and practices • Other ways to align (please specify)
Select at least 1 strategy:	Stratogy	What will the after school program	What will the after school program do to align with school day efforts in this area?
×	Positive Behavioral Intervention and Supports (PBIS)	We are aligned to the school values and expectations. Students are expethe PREP values of being professional, respectful, engaged and prepared	Positive Behavioral Intervention and We are aligned to the school values and expectations. Students are expected to uphold Supports (PBIS)

Social and Emotional b) Reducing the disproportionate susp- after school program is taking to suppo- students at your school (ie. Manhood I professionals as role models or mentor in the Full Service Community School in together, and coordinate their efforts t	Social and Emotional Learning (SEL) SI Security Social and Emotional Learning (SEL) SI after school program is taking to support the school engastudents at your school (ie. Manhood Development, Ethn professionals as role models or mentors, etc.). SECTION 12: Coordination with Other Service Providers in the Full Service Community School model, the school in the Full Service Community School model, the school in the Full Service Community School model.	SEL practices will be structured	Social and Emotional Learning (SEL) SEL practices will be used as a framework for all enrichment and sports b) Reducing the disproportionate suspension rates of African American students is a key priority for OUSD. Please describe any special efforts waster school program is taking to support the school engagement, social emotional well-being, and/or academic success of African American students at your school (ie. Manhood Development, Ethnic Studies curriculum, recognition ceremonies for student accomplishments, Black professionals as role models or mentors, etc.). SECTION 12: Coordination with Other Service Providers In the Full Service Community School model, the school becomes a hub of services where various types of service providers came together, and coordinate their efforts to meet the holistic needs of students and families. The after school Site Coordinator or Director will actively participate in MCOST team (Coordination of Services Team)
b) Reducing the dispression is students at your school professionals as role in the Full Service Control to the Full Service Control together, and coordinates.	oportionate suspension rates of A is taking to support the school engol (ie. Manhood Development, Ether ation with Other Service Provide nation with Other Service Provide naturality School model, the school	African American sku gagement, social-em hnic Studies curriculi rs 1 becomes a hub of s	dents is a key priority for OUSD. Please describe any special efforts y notional well-being, and/or academic success of African American um, recognition ceremonies for student accomplishments, Black services where various types of service providers come together, world standies.
SECTION 12: Coording to the Full Service Control to the Pull Service Control to grether, and coording	ation with Other Service Provide pranuity School model, the school	rs becomes a hub of	services where various types of service providers come together, words and families.
SECTION 12: Coording In the Full Service Corr together, and coording	ation with Other Service Provide manuity School model, the school	rs becomes a hub of	services where various types of service providers come together, words and families.
	together, and coordinate their efforts to meet the holistic needs of students and families.	מכ שקבונו עו מתוצבייה	⊠COST team (Coordination of Services Team)
The after school Site C	The after school Site Coordinator or Director will actively participate in	ly participate in	
which of the following school group(s),	s school group(s), in order to increase alignment	ase alignment	SST (Student Study Team)
between after school a	between after school and school day efforts?		☐ SSC (School Site Council)
tu			☐ ILT (Instructional Leadership Team) ☐ PTA
			☐ Attendance Team/Workgroup
			SPSA Site Planning team Spsa Site Planning team Spsa Site Planning team Spsa Site Planning team Spsa Site Planning team Spsa Site Planning team Spsa Site Planning team Spsa Site Planning team Spsa Site Planning team Spsa Site Planning team Spsa Site Planning team Spsa Spsa Spsa Spsa Spsa Spsa Spsa S
			School Culture/Climate Committee
			☐ School Safety Committee
			🛭 Other (specify) Restorative Discipline Team
List key community pa	List key community partners whom you will actively collaborate with to		Oakland After School Programs Office, Oakland Fund for Children and
accomplish the goals of your program.	of your program.		Youth, Americorps, back, ECP ASP Coordinator, Principal, Assistant, Principal, Community Schools Manager
		× 101133	
List all subcontractors who will be paid	who will be paid to deliver after school services.		Americorps, SPARK, Girls Inc

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Identify other service providers and support personnel at your school (ie.	support personnel at your school (ie. Community School Manager, school based health center nurse, parer
school psychologist, School Based Health Center staff, counselor, mental liaison specified for after school and teachers.	liaison specified for after school and teachers.
health therapist, school nurse, parent liaison, etc.) whom you will actively	
collaborate with to accomplish the goals of vour program.	

Section 13: 2017-18 After School Enrollment Policy for Elmhurst Community Prep Middle School

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

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

Priority Enrollment and Transitions Support for High Need Populations of Students

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

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

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

Additional Notes:

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

above, then by law, you must accept a kindergarten family that desires program services, even if your program prioritizes students in grades 1-5.)

13a) TARGET POPULATION FOR AFTER SCHOOL PROGRAM:

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

Which grade levels will you serve in this program? 6th - 8th

Terget Population(s)	Specific Data to Inform Selection of Program Participants	Targeted Recruitment Strategies
Homeless youth	Identified by school administration	A list of students will be generated by school administration. Program Coordinator will communicate with Principal and COST Team to ensure students are represented in ASP.
Foster youth	Identified by school administration	A list of students will be generated by school administration. Program Coordinator will communicate with Principal and COST Team to ensure students are represented in ASP.
English language learners and/or Newcomers	CELT Scores	Utilizing school support to communicate with families. Encourage students to sign up for language classes to help push their literacy.

136) 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?

Program Coordinator will meet with principal in August to get list of incoming high need students. After school program will hold slots in grad levels for these students. Program Coordinator and principal will discuss throughout the year.

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.

Idiniles will be inclined of 2017.	of 2017-10 efficient before the last day of school, Julie 7, 2017.	
Timeline	After School Enrollmant Steps/Process	Individual(s) responsible
April 2017	Outreach to parents, teachers, community re:	Site Coordinator & Staff
	open enrollment and target population	
April 2017	Distribute Applications	Site Coordinator & Administrative
		Assistant
May 2017	Talk with Teachers/administrators/parents to gain	Site Coordinator with: Teachers,
	additional demographic information to assess	Principal, Parent, Academic Liaison,
	student needs	Counselor, Resource Specialist
		Site Coordinator
June 2017	Review Applications and interview parents if	Site Coordinator & Administrative
	needed	Assistant
June 2017	Send Acceptance and Denial Letters for 2017-2018	
***	year	Site Coordinator & Administrative
		Assistant
August 2017	Host Orientation for Accepted Students & Parents	Site Coordinator & ASP Program Staff

Important dates to include in your timeline:

April – June: Spring enrollment for 2017-18 programs.

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

- 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* 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: BACR schools have always supported program recruitment efforts. It begins with basic referrals from principals, teachers and counselors. Refer are always based on family need, student academic needs and social needs. School staff also ensure that they inform parents during registration and orientations that there is an after school program that they can register for and how to go about doing so. School staff have applications an informational fliers at their disposal at all times

Lead Agency Signature: Principal 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 Inklate	Lead Agency trifficia	2017 – 18 Assurances for Grant Compliance and After School Alignment with School Day
211	~ / /	1) Site Administrator and Lead Agency Director/Site Coordinator have reviewed the CA Dept of Education's ASES and/
12	_ ح	21* Century Grant Assurances, and understand mandated grant compliance elements.
Sey of	4	2) Site Administrator and Site Coordinator will meet at least once monthly to ensure program is meeting identified
	7	goals. (Bi-weekly check-ins are recommended.)

ASES and 21st CCLC Middle School After School Programs

	<	3) Site will provide the after school program with appropriate facilities and resources in support of program goals,
N	7	including office space with internet and phone access for the Site Coordinator, and safe storage for program records.
0000	\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \	4) Site Administrator will share the School Site Safety Plan with the Site Coordinator and discuss appropriate policies
N	¥	and procedures to ensure safety during the after school hours.
1	Y	5) Site Administrator and Site Coordinator understand the program must meet CDE attendance targets in order to ret
1/10	₹	grant funding. Site and program will work collaboratively to ensure strong student recruitment and retention.
	7	6) School will share student outcome data to better refine program (Attendance data, test scores, Report Cards, IEP's
	7	etc). Site Coordinator will share relevant student and program data with school.
		7) Site Administrator and lead agency partner have reviewed the Quality Support Coach key responsibilities, and
11 11	5	understand this role is critical for strengthening staff practices and program quality. Site Administrator will identify a
120	ک	certificated, qualified individual to serve as the After School Quality Support Coach.
		8) Site will invite Site Coordinator and appropriate staff to participate in faculty meetings and professional developme
2110	~	opportunities, in order to ensure consistency in standards of teaching and learning, and positive school culture &
,	<u>ج</u>	dimate.
67.11	JY	9) Site will invite Site Coordinator to participate on school committees (ie. SSC, COST, SST, Culture Climate team, SPSA
M	7	planning team, etc) to ensure coordination of services.
1000		10) Site Administrator is aware that CDE does not increase after school grant funding for minimum days, and that
N	J	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.

Section 15: After School Quality Support Coach

Lead Agency Signature:

Principal Signature: 🚅

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.

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

Quality Support Coaching Planning
a) Please identify who will fulfill the Quality Support Coach role for 2017-18:
 ■ A credentialed teacher on staff who has effective skills and experiences in coaching and/or adult learning □ A qualified professional who is part of the school staff □ An OUSD coach connected to the school (i.e. LCl Literacy or Math coach, BTSA coach, etc.) □ Other individual (please specify in detail):
If known, please specify the name of the person who will fill the Quality Support Coach role, and identify his/her role in the school:
Kiera Herrera - 6th Grade Science Teacher
Teachers on Extended Contract for Direct Service In addition to a Quality Support Coach, some schools choose to have teachers on extended contract to provide direct service to students after school, such as math or literacy intervention and ELL instruction.

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

their staff capacity-building services. Teachers doing direct service work after school must be paid with an extended contract. Note these pay rd

may change if there are district pay raises next year.

Quality Support Coach is primarily responsible for providing coaching and training, and is paid at the negotiated Paid-In-Service rate of \$34.67 After school grant funds can be utilized for this direct service work. The Quality Support Coach cannot provide direct service to students. The

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

1.1st after school classes/activities that will be facilitated by teachers Anticipated hours/week for teacher on extended contract on extended contract	Anticipated hours/week for teacher on extended confract
Math Intervention	1.5 hrs/wk

Lead Agency Signature:

Principal Signature:

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

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

After School Safets; and Emergency Planning
A) The Comprehensive School Site Safety Plan includes the <u>After School Emergency Plan</u> . The Site Administrator and After School Program (ASP) S Coordinator will update the After School Emergency Plan annually by discussing and aligning plans and procedures for after school and school day safety, including emergency preparedness and crisis response.
Indicate all actions that will occur to ensure after school safety and alignment with school day procedures for emergency preparedness and emergency response:
 Site Administrator and ASP Site Coordinator will meet at beginning of school year to update After School Emergency Plan collaborativel 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.
Staff will sit in school safety training at beginning of year, which debriefs all emergency protocols.
C) Principal and Site Coordinator have reviewed the <u>OUSD After School Emergency/Crisis 1st Level Response Notification Protocol</u> and understand expectations regarding communication and <u>incident reporting</u> when an issue involving after school safety occurs.
Facking 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?
If no, indicate how the school campus will be secured if crisis should occur during after school hours and if lockdown is necessary:

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

Section 17: Professional Development and Staff Wellness

Professional Davalegement Expectation

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

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

a) What professional development, coaching, and training supports will be provided by the lead agency partner?

Coordinator Summer Institute - All Site Coordinators will participate in 3 days of training that will expand their knowledge on Youth Developmen Coordinators will have the opportunity to review their program schedule and program plan, create their year plan, plan for parent events, and Curriculum Development, Grant Compliance, Policies and Procedures, Self-Care, and Program Quality (SA-YPQA). During Summer Institute learn from a variety of experts in the after school field.

Trainings over Time - In addition to Summer Institute, coordinators will have the opportunity to participate in BACR led and outside trainings throughout the school year. These training opportunities may include Accounting/Fiscal, HR Performance, Coaching, Eval, Safety, Leadership/Supervision, Relationship Building, Policy and Procedures, Communications CPR/First Aid trainings, Bridging the Bay, and Region IV trainings. We have also purchased an online training series called "Safe Schools" where coordinators and line staff may access up to 30 modules related to after school safety and instruction techniques.

development surrounding leadership, program development and youth development. Furthermore, the Program Manager will provide space fd Team Cluster Meetings - All Site Coordinators will participate in Team Cluster Meetings led by their Program Manager monthly. During these meetings, the Program Manager will communicate updates from the district, the agency, as well as provide the team with professional the Site Coordinators to receive feedback and workshop site based concerns and program quality.

Coordinator Supervisions - All site coordinators will meet at least two times a month to discuss site progress, individual coordinator goals, staff development and other site based subjects with their supervisor. This is opportunity for 1 on 1 support. Line Staff Summer Institute - All Group Leaders will participate in a 2-day day institute that will expand their knowledge on youth development, classroom/behavior management strategies, project based lesson plans, cooperative games, emergency procedures, mandated reporting, and policies and procedures. Site Specific Staff Meetings - All Site Coordinators will have the opportunity to plan and lead their own staff meetings with their line staff. At the meetings, Site Coordinators will provide their line staff with lesson planning time, review site safety plans, plan events for students and parents and review important site information.

Line Staff Supervision - There will be time for line staff to consult with their coordinator, academic liaison and/or assigned grade teacher for consultation on student progress and lesson plan development. Staff will also be evaluated 2 times a year and undergo peer observation opportunities within site teams.

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

Culture Strategies and approval for in-class observations for line staff. Coordinators should also be able to attend any school-based meetings th may pertain to after school programing. Also, any additional trainings needed for students with specific requirements that are in the after school program. ASPO professional development will consist of the mandatory August Institute (week of Aug. 3-6), mandatory monthly site coordinator meeting hrs/month), the annual Bridging the Bay after school conference, and various professional learning communities (time commitment varies).

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 providing/accessing professional development opportunities for afterschool staff, based on needs identified by program data. My progr will adequately budget for staff time to participate in professional development over the course of the year (for key line staff, 2 0 recommended at least 20 hours of PD/year). 🗖 Yes

Staff Wellness

Please describe ways your program will work to support staff weliness over the course of the year.

wellness initiative "Find Your Balance". The goal of this program is to improve the overall wellness of BACR staff so you have a balanced life and As an agency we believe that the wellness of our staff is directly related to the overall health of our programs. This year, BACR has launched ou

provide outstanding services. Our HR department has rolled out a variety of programs in support of this goal in the past few months/year and continue to implement more. At the same time, each cluster of sites/districts is embarking on their own team wellness goals. For example, sor are integrating in their team meetings at least 5 minutes of a Wellness Exercise, whether it is a reflection, meditation, or other mindfulness activities.

Social and Emotional Learning (SEL)

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

expectations. Among the topics covered will be school wide PBIS systems and incorporating those strategies into after school program classroo After School Instructors will participate in staff training before the school year begins focused on school wide student behavior management management structures. In addition to initial training, staff will participate in monthly meetings where SEL strategies will be covered.

Continuous Quality Improvement (CQF)

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

Review and mark all commitments:

Our lead agency and school partner understand district expectations regarding the after school program's participation in the Continuous Qualil 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 improveme

Site coordinator will participate in CQI trainings to develop his/her leadership in leading continuous quality improvement processes.

☑ Lead agency director will provide coaching support and monitoring to Site Coordinator to ensure completion of a meaningful CQI process, and thoughtfully completed CQI deliverables.

Site coordinator will share CQI data with Site Administrator and school staff.

🗵 Lead agency and school partner will work collaboratively to support the implementation of the program's Quality Action Plan, includ providing staff with adequate training and resources to improve the quality of their practices.

Principal Signature:

Lead Agency Signature:

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

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

additional academic interventions/supports to struggling students (le. English Language Learners, students with special needs, etc.)

mental health support services that enable students to fully participate in the after school program

translation services, bus tickets, and other supports that make it possible for students to participate in program

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

maintained the highest attendance in support of ELL students in the entire program. That staff is also bilingual to better communicate with stud The program coordinator supports the overall implementation of program and supports for the identified groups. The soccer program has and families.

21" Century Supplemental Programming during 2017-18 School Year

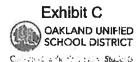
Describe your planned programming on weekends, intersession breaks, and other non-school days during the 2017-18 school year. Your supplemental program plans must match your proposed supplemental program budget.

(Please do NOT include summer program plans here; there will be a separate summer planning template.)

Number of supplemental program days you plan to offer during the 2017-18 school year:	20+ Depending on sports season games and practices.
Dates of Service:	November 20, 21, 22nd 9 saturdays in the fall dates depending on the sports season
Hours of Operation: (note that supplemental programs must operate at least 3 hours/session)	10-12 Times will vary based on the game schedule
Description of Supplemental program activities: (describe goals of programming, target audience, planned activities, etc.) This will be used to hold additional sports practice for students participating in the Oakland Athletic League and for them	Description of Supplemental program activities: (describe goals of programming, target audience, planned activities, etc.) This will be used to hold additional sports practice for students participating in the Oakland Athletic League and for them to participate in league
games during the season. This will touch both male and female studen opportunity to participate and compete with other students.	games during the season. This will touch both male and female students in all grades throughout the year. The goal is for students to have the opportunity to participate and compete with other students.
25	Lead Agency Signature:
Section 19: Addendum for Middle S	Section 19: Addendum for Middle School After School Programs Only Middle School Sports
School Site: Elmhurst Community Prep. Lead Agency: <u>Bay Ars</u>	Lead Agency: <u>Bay Area Community Resources</u>
Middle School Athletics Sports are an exciting way to keep students engaged in school, and to a school programs to participate in the OUSD middle school sports leagued agancy staff, teachers on extended contract, and/or dassified staff.	Middle School Athletics Sports are an exciting way to keep students engaged in school, and to support health & wellness and community building. OUSD encourages af school programs to participate in the OUSD middle school sports league, which consists of after school sports practices and games on the week Lead agency staff, teachers on extended contract, and/or dassified staff on extra time/evertime can serve as coaches for middle school affiliaties
Please identify the middle school sports activities that your after school program will be offering students this year in partnership with the OUSD Middle School Sports League.	X Co-ed Flag Football X Girls Cross Country X Boys Cross Country X Girls Basketball X Girls Soccer
	A DUYS HACK SING TICH

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

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



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

PARENT PERMISSION AND STUDENT INFORMATION - ELEMENTARY AND MIDDLE SCHOOLS

Name of School:		Parent Signa	ture:		Date:
Student's Name		Grade		Date of Birth	
Parent/Guardian Name (Please	print)	Email Addre	ess		
Home Address	~~~	City	Zip		
Home Phone	•	Work Phone		Cell Phone	***
E	MERGENCY	CONTACT INFO	DRMATI	ON	
In case of emergency please co	ntact:			•	
Name	Relations	hip		Phone: work/ho	ome/cell
Does your child have health cov	/erage?	Yes		No	
Name of Medical Insurance	Policy/ I	nsurance#	Prima	ry Insured's Nan	- ne
Name of Child's Doctor	_	Telephone	.,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	-	
Name of Child's Doctor I authorize After School Progray be necessary for my child		furnish and/or o		- nergency medical	treatment whic

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

RELEASE OF LIABILITY

_Parent/Guardian Signature

PHOTO/VIDEO RELEASE
During your child's attendance in the After School Program, s/he may participate in an activity that is being photographed or videotaped; these photographs/video recordings may be used for promotional purposes.
My childmaymay not be photographed/videotaped by the After School program for promotional purposes.
I authorize the OUSD or any third party it has approved to photograph or videotape my child during After School program activities and to edit or use any photographs or recordings at the sole discretion of OUSD. I understand that I and my child shall have no legal right or interest arising from the recording, including economic interest. I also agree to release and hold harmless the OUSD and any third party it has approved from and against all claims, demands, damages, and liabilities arising out of or use of the recording.
Parent/Guardian Signature
Program Policies
 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

50	School Site:	
No	Name of Program:	
No	Name of Student:	
Gr	Grade:	
	I request early release of my child from the After Scho (please check reason)	ool Program ato'clock p.m.
	□ I am concerned for my child's safety in returning ho	me by him/herself after dark.
	□ I am unavailable to pick my child up after this time.	
	Other:	
of	As parent/guardian, I hereby release and discharge the officers, employees, agents and volunteers from all claim arising from my child's' early release from the After S	ns for injury, illness, death, loss or damage
	✓	
	Signature of Parent/Guardian	Date

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

FOR STUDENTS AGES AND OLDER C	ONLY
School Site:	
Name of Student:	_
Grade:	
Date of Birth of Student:	
If I arrive later than the dismissal time or am School Program:	n unable to pick up my child at the end of the After
 I give the After School Program staff per program without supervision. 	mission to release my child from the after school
officers, employees, agents, and volunteers fr	charge the Oakland Unified School District and its rom all claims for injury, illness, death, loss or damage as pervision if I arrive later than dismissal time or am fter School Program day.
✓	
Signature of Parent/Guardian	Date

OUSD After School Programs 2017-2018 Student Health Form

School Site: _____

STUDENT INFORMATION	
Student's Name	Date of Birth
Grade in 2017-18 Lan	guage spoken in the home
PARENT/GUARDIAN INFORMATION	
Parent/Guardian Name (First, Last)	
Student's Home Address	
Phone (home)	
Parent/Guardian Cell # Par	ent/Guardian Work #
EMERGENCY In case of emergency, please contact:	
Name: Relationship to student:	
Phone Number:	
HEALTH Please check if your child has any of these school:	Health Conditions and requires management after
Severe Allergy to:	
Asthma Asthma	☐ Student has inhaler at school
□ Diabetes □ Seizures	Student has medication at school
☐ Sickle Cell Anemia	Student has medication at school
Cystic Fibrosis	☐ Student has medication at school ☐ Student has medication at school
Other conditions:	Student has medication at school
Medications needed during the school day:	

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		
Name of Contact Person	-	Email		
Telephone		Fax		
The following Fleld Trips, Off Site Events and Off Site Activities for the After School Program will occur during:				
☐ Fall Semester- August 21, 2017 to January 19, 2018 ☐ Spring Semester- January 22, 2018 to June 7, 2018 ☐ Summer Program (Specify dates: to				
Name of Field Trip, Off Site Event, and/or Off Site Activities	Dat	e(s)	Time(s)	
			s	
7-01			3)	
		11,424		
			70	
Site Coordinator Signature				
Lead Agency Director Signature				
Site Administrator Signature		Date		

EAST BAY REGIONAL PARK DISTRICT

WAIVER AND RELEASE OF LIABILITY AND INDEMNITY AGREEMENT

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

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

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

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

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

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

Participant's Name	
(Print)	
Name of Custodial Parent or Guardian (if Participa	nnt is under 18):(Print)
Signature	Date:
Participant Signature (if over 18) or Custodial Par	rant or Guardian Signatura EBRPD Walver - Swim Use Ban 140

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

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

2020 MIDDLE SCHOOL SPORTS LEAGUE ACTIVITIES		
RELEASE OF LIABILITY AND ASSUMPTION OF RISK		
In exchange for being permitted to participate or have my child/ward participate in activities and use equipment and facilities, I agree to release, indemnify and discharge Oakland Unified School District ("OUSD"),, and their respective agents, directors and employees on behalf of myself, my spouse/domestic partner, children, heirs, assigns, and estate as described below.		
1. I am familiar with the Middle School Sports League Activities and facility rules and agree that I and my child will follow them. I understand that the recreational activities or use of the facilities or equipment carries inherent risks which cannot be eliminated regardless of the presence of coaches or other care taken to avoid injury. I understand that OUSD and are not responsible for loss, damage, illness, or injury, or death, to person or property as a result of use of the facilities or equipment or participation in the Middle School Sports League activities offered after school and on designated weekend days as scheduled.		
2. As parent/guardian, I certify that my child is physically fit and medically able to participate in the Middle School Sports League activities and that parent/guardians have not been advised otherwise by a qualified medical person. I authorize OUSD,, or Middle School Sports League staff to furnish and/or obtain emergency medical treatment which may be necessary for me or my child during Middle School Sports League activities. Participant and/or parent/guardian agree to pay all costs associated with medical care and transportation for the participant as provided by law.		
3. As parent/guardian, I have reviewed the schedule(s) for MIddle School Sports League activities and understand that weather permitting the Middle School Sports League activities generally rur 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 Right		

(COMPLETE INFORMATION ON BOTH SIDES)

School

OAKLAND UNIFIED SCHOOL DISTRICT AND 20 -20 MIDDLE SCHOOL SPORTS LEAGUE ACTIVITIES Participant Name (print) Grade Date of Birth Schoo! Home Address City Zip Home Phone Work Phone Cell Phone Email Address In case of emergency please contact: Name Relationship Phone: work/home/cell If the Participant Is A Minor (under age 18): Print name of Parent or Legal Guardian of Minor City Home Address Zip Home Phone **Work Phone** Cell Phone Email Address SIGNATURE Today's Date _____ (Participant or Parent/Legal Guardian if under age of 18) **Student Participant Health Conditions** ☐ Severe Allergy to: ☐ Student has an Epi-pen at school ☐ Asthma ☐ Student has an Inhaler at school ☐ Diabetes ☐ Student has medication at school ☐ Seizures ☐ Student has medication at school ☐ Sickle Cell Anemia ☐ Student has medication at school ☐ Other condition(s): _ □ Student has medication at school Medications needed during the school day: Medications needed after school hours: Special Instructions: All students with asthma, diabetes, and severe allergies should have emergency medication available to school staff in the event of an asthma attack, low blood sugar, or allergic reaction along with a Severe Allergy/Asthma Action plan signed by you and your doctor. See your School Nurse/Health Services for more information.

Subscriber/Policy No.

Health Insurance Plan Name:

(COMPLETE INFORMATION ON BOTH SIDES)



INVOICING AND STAFF QUALIFICATIONS FORM 2017-2018

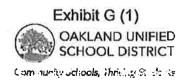
Basic Directions

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 #	

To the state of th	PRINCIPAL AND AND ADDRESS OF THE PARTY OF TH		
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
1927		☐ Yes ☐ No	□Yes □No
		☐ Yes ☐ No	□Yes □No
		☐ Yes ☐ No	∐Yes ∐No
		☐ Yes ☐ No	∐Yes ∐No
3. 3180		☐ Yes ☐ No	∐Yes ∐No
	7(1)	☐ Yes ☐ No	□Yes □No



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

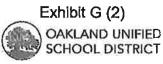
The following procedures are required in submitting Invoices that utilize 21st Century and/or ASES funding:

- 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 <u>cover only one calendar month</u>, 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.



Community Schools, Thriving Students

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

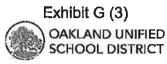
The following procedures are required in submitting fiscal forms for Paid Inservice/Extended Time for OUSD employees utilizing 21st Century and/or ASES funding:

Paying OUSD Certificated Employees (Teachers)

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

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

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



Community Schools, Thriving Students

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

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

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

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

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

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

Exhibit H

Certificates of Insurance and Additional Insured Endorsement

INSERT HERE



BAYAREA-10

KHARENCAME

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/18/2017

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 lieu of such endorsement(s). CONTACT Rebecca Rountree Vantreo Insurance Brokerage 100 Stony Point Rd, Suite 160 Santa Rosa, CA 95401 PHONE (A/C, No, Ext): (707) 546-2300 233 FAX (A/C, No): The read reserved reserves res INSURER(8) AFFORDING COVERAGE NAIC # MINIORER A: Philadelphia Indemnity Ins Co 18058 INSURED INSURER B : California Insurance Company 38865 Bay Area Community Resources, Inc. INSURER C : 171 Carlos Drive ENSURER D San Rafael, CA 94903-2005 INSURER E INSURER F COVERAGES CERTIFICATE NUMBER: REVISION NUMBER: THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. INSR ADDL SUBR POLICY EFF POLICY EXP TYPE OF INSURANCE POLICY NUMBER LIMITA X COMMERCIAL GENERAL LIABILITY Α 1,000,000 EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) CLAIMS-MADE X OCCUR 100,000 PHPK1684210 07/20/2017 07/01/2018 Х 5,000 MED EXP (Any one person) 1,000,000 PERSONAL & ADV INJURY GEN'L AGGREGATE LIMIT APPLIES PER: 2,000,000 GENERAL AGGREGATE PRO-2,000,000 POLICY PRODUCTS - COMP/OP AGG OTHER: COMBINED SINGLE LIMIT AUTOMOBILE LIABILITY 1,000,000 X ANY AUTO PHPK1684210 07/20/2017 07/01/2018 BODILY INJURY (Per person) SCHEDULED AUTOS OWNED AUTOS ONLY BODILY INJURY (Per accident)
PROPERTY DAMAGE
(Per accident) HUTES ONLY NON-SWILE A UMBRELLA LIAG OCCUR 10,000,000 EACH OCCURRENCE X EXCESS LIAB PHUB593225 CLAIMS-MADE 07/20/2017 07/01/2018 10.000.000 AGGREGATE DED X RETENTIONS 10,000 WORKERS COMPENSATION AND EMPLOYERS' LIABILITY X PER STATUTE ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) 732183680103 07/01/2017 07/01/2018 1.000.000 E.L. EACH ACCIDENT N/A 1.000.000 E.L. DISEASE - EA EMPLOYEE If yes, describe under DESCRIPTION OF OPERATIONS below 1,000,000 E.L. DISEASE - POLICY LIMIT Professional Liab PHPK1684210 07/01/2018 Each Incident 07/20/2017 1,000,000 A Abuse & Molestation PHPK1684210 07/20/2017 07/01/2018 Sublimit 1,000,000 DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Oakland Unified School District is named as an Additional Insured, per form Pi-GLD-HS 10/11 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, Ste. 440 Oakland, CA 94607 AUTHORIZED REPRESENTATIVE Kebscea

Exhibit I

Statement of Qualifications

INSERT HERE



Bay Area Community Resources After School Programs

Bay Area Community Resources (BACR) is a regional nonprofit agency founded in 1976 whose mission is to promote healthy development among youth and families, encourage service and volunteerism, and build communities. BACR has provided after-school academic support, enrichment, and physical activity programming in Bay Area communities for more than 35 years; this includes partnerships with 26 schools in the Oakland Unified School District (OUSD) after school programs since 2004. Our after school programs are designed and staffed to be safe, accessible, and effective for students (and families) who are struggling due to poverty, academic and social-emotional challenges, and other life circumstances—helping them overcome obstacles and become high achieving and joyful learners and by doing so, helping to reduce the achievement gap.

♦ BACR is the lead community agency—managing the entire program, providing staff, and delivering services at 26 schools in Oakland, 2 in Berkeley, 16 in San Francisco, 5 in Alameda, 6 in San Rafael, 8 in Antioch, 17 in West Contra Costa County, and 11 in Mt. Diablo Unified in Contra Costa County.

OUR VALUES

Provide children with a safe, nurturing and enjoyable environment after school.

and the state of the second state of the secon

- Integrate youth development practices into everything we do.
- Meet the needs of the schools, students, parents, and partner non-profits we serve.
- Empower youth by building confidence in their academic and social abilities
- Respect and embrace the sociocultural norms and history of the communities we serve in order improve the present, and sustain future generations.
- Give youth just, equal, and meaningful opportunities to learn, grow, and succeed.
- We like to have FUN! Take every opportunity to enjoy and celebrate our work.

PROGRAM MODEL

Academic Assistance

- Homework support: Students work in small groups with trained staff.
- Academic enrichment: Students get hands-on opportunities to master academic content, through robotics, chemistry lab, poetry slams, and creative writing workshops.
- Academic interventions: Students who need it get one-on-one review sessions with teachers or tutors and Supplemental Educational Services tutoring.
- Test preparation and credit recovery: High school students get help to graduate.

Enrichment

- Students explore their interests and build new skills. Visual and performing arts, community service, and student-led projects that promote pride, embody culturally-responsive activities, and integrate learning objectives in California Content Standards.
- Enrichment activities are tailored to each school site.

Recreation

Students can exercise, relax, and build social skills through organized sports, cooperative games, and free time.

Showcases

Young people get opportunities to showcase their work and share their achievements with peers and family.

EVIDENCE OF OUTCOMES

Recent Oakland elementary school surveys of youth showed positive outcomes: Students

•	I feel safe in this program.	89%
•	There is an adult at this program who cares about me.	91%
4	When I'm in this program, I feel good about myself.	87%
•	In this program, I learn how to use my time to finish	91%
8	all my school work.	

Recent Oakland middle school surveys of youth showed positive outcomes: Students

In this program, there is an adult who wants me to do my best.	87%
This program helps me to feel like a part of my school.	72%

Recent Oakland high school surveys of youth showed positive outcomes: Students

*	The adults in this program listen to what I have to say.	95%
*	This program helps me learn ways to study (like reading directions).	90%
*	Since coming to this program, I am better at setting goals for	90%
	myself.	

ADVANTAGES FOR PARTNER SCHOOLS

- **Experience and Commitment.** Over 3 decades of leading after school programs.
- ❖ Infrastructure. A strong, well-funded organization and administrative structure.
- Flexibility and Adaptability. A program tailored to each school's after school goals.
- High Quality Staff. We select and support highly committed and professional staff.
- Leveraged Resources. We have the capacity to bring AmeriCorps Members into the program. BACR continuously seeks new funding and new opportunities to add value.

CONTACT US

Any location: Marty Weinstein, Executive Director, (415) 755-2321; mweinstein@bacr.org

East Bay: Marisa Ramirez, (510) 559-3025; mramirez@bacr.org

San Francisco and Marin County: Don Blasky (415) 755-2311; dblasky@bacr.org

Visit our website: www.bacr.org

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

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

- Employment Position. OUSD shall provide Employee with a written document describing the position that Employee shall perform for OUSD. AGENCY shall provide Employee with a written document describing the position that Employee shall perform for AGENCY. None of the duties performed for either employer shall interfere or conflict with their responsibilities for the other employer.
- 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.
- 7. No Joint Employer Relationship. The Parties acknowledge and agree that it is not their intent to create any joint employer relationship and, instead, each employment relationship is separate and distinct as set forth in this Agreement. Notwithstanding, EMPLOYEE understands and agrees personnel information may be exchanged between OUSD and AGENCY.
- 8. <u>Termination.</u> Subject to any applicable employment laws, any Party may terminate this Agreement or any employment relationship created under this Agreement with two weeks written notice to the other Parties.

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

D	President, Board of Education	
	Superintendent or Designee	
Şε	ecretary, Board of Education	_
ΑŒ	GENCY	
_		
EN	MPLOYEE	

OAKLAND UNIFIED SCHOOL DISTRICT



Bay Area Community Resources

Administrative Office 171 Carlos Drive San Rafael California 94903-2005

Phone 415.444.5580 Fax 415.444.5598 Website www.bacr.org

Martin Weinstein CEO

Mary Jo Williams COO

Board of Directors

Lissa Franklin President

Nancy McEvers Anderson Bryan Breckenridge Robert Davisson Benedict Hur David Lilienstein Christina Lee Rob Ness Bud Travers Monica Vaughan Shannon Vincent April 1, 2017

To Whom It May Concern:

It is the Bay Area Community Resources policy to ensure to the best of our abilities that everyone we bring into our BACR programs to work with our clients are properly screened so as to minimize any risk, either physical or emotional, to the children and other clients we serve. We achieve this through FBI and DOJ fingerprint background checks on all our employees, independent contractors, subcontractors and volunteers working in our OUSD school programs. We are set up to receive subsequent arrest records. In addition, all staff must turn in a negative TB clearance before they begin working with our students in OUSD.

We certify that all staff meet our staff qualifications including TB clearance, and FBI/DOJ clearance before they begin working with the students. We can provide verification upon demand from OUSD. On a monthly basis this information is submitted to our district after school programs office with our invoices, indicating ATI numbers.

Sincerely,

Novio

Marisa Ramirez
Program Director
mramirez@bacr.org



MEMORANDUM OF UNDERSTANDING ROUTING FORM 2017-2018

Basic Directions

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

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

Agency Name	Bay Are	a Community F	Resources	Agency's Contact Person	Martin Weinstein			
Street Address	171 Car	os Drive		Title	Chief Executive Officer			
City	San Rafael		San Rafael Telephone	Telephone	415-755-2321			
State	CA	Zip Code	94903	Email	mweinstein@bacr.org			
OUSD Vendor No	ımber	1001628						
Attachments	State	 ■Proof of general liability and workers' compensation insurance ■Statement of qualifications ■ Printout showing this vendor does not appear on the Excluded Parties List. (www.sam.gov/portal/public/Sam/) 						

	Co	npensa	tion and Terr	ns – Mi	ist be within OU	JSD Billing Go	ndelines			
Anticipated Start Date	July 2, 2	017	Date work wil	l end	August 18, 2018	Total Cont	ract Amount	mount \$ 165,649.00		
				Budget	Information				HE WELL	
Resource #	Resource N	iame		Org Key#		Object Code	Amoun		Req. #	
6010	ASES			221155	3401	5825	\$ 124,038.	00 R018	0444	
4124	21st CCLC	Core		221187	2401	5825	\$ 25,150.0	0 R018	0445	
4124	21st CCLC - E	Access		221187	3401	5825	\$ 15,983.0	0 R018	0446	
4124	21st CCLC -	Fam Lit		221187	4401	5825	\$ 478.00	2010	0447	
			OUSD Co	ontract (Driginator Inform	nation	* VI			
Name of OUSD Contact Killan Betlach		tlach		Emall		Killan.Betlach @		@ousd.or		
Telephone 510-639-2888			2888		Fax	510-639-289	391			
Site/Dept. Name 221/Elmhu		urst Community Prep Enrollment Grad		rades	des 6th		8th			
		,	Approval and I	Routing	(in order of app	roval steps)		All The Control	31	
Services cannot be p services were not pre OUSD Admin Please sign under the	ovided before a Positive of Po	O was issu that this v	ied.	t appear	on the Excluded			am.gov)	cnowledge Date	
1. Site Administrat	tor		1			X			6/12/1	
2. Resource Mana	ger		Q	DulaMa		4	,		6/201	
3. Network Superi	ntendent / Exec	utive Dire	ctor 0	1					Hall	
4. Cabinet (SBO,	CFO, CSO, Dep	uty Chief) 3		De.			118	7/3/17	
5. Board of Educa	tion or Superint	endent		000000000				ATTICON .	1	
Procurement	Date Received				- Contraction	1			1	



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

Telephone

Title

Emall

Contact Person

Martin Weinstein

415-755-2321

Chief Executive Officer

mweinstein@bacr.org

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171 Carlos Drive

San Rafael

CA

Bay Area Community Resources

Zip Code 94903

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Claic	10/1	Zip Cot	70 10-1000	Lilian	IIIIAA	nistenit@bac	a.uig		
OUSD Vendor N	lumber	1001628							
Attachments	Statemer	nt of qualif	bility and workers' con ications his vendor does not ap	<i>5</i> 4		st. (www.sam.	.gov/portal/p	ublic/Sam/)	
	Co	mpensal	tion and Terms – \hbar	lust be within OUS	SD Billing Gr	udelines		10 Tax	
Anticipaled Start Date	July 2, 2	017	Date work will end	August 18, 2018	Total Cont	raat Amount	\$ 6,871.00		
			Budge	t Information				14-14-31	
Resource #	Resource N	Name	Org K	ey #	Object Code	Amount		Req. #	
4124	21st CCLC-Sup	plemental	92218	72101	5825	\$ 6,871.00	R0180448		
					5825	\$			
					5825	\$			
					5825	\$			
			OUSD Contract	Originator Informa	ition				
Name of OUSD C	ontact	Killan Bet	tlach	Email		Kilian.Betlad	zh c	@ousd.org	
Telephone		510-639-	2888	Fax	510-639-289	639-2891			
Site/Dept. Name		221/Elmh	nurst Community Prep	t Community Prep Enrollment Grad		8th	through	8th	
		A	Approval and Routing	in order of appro	oval steps)				
services were not pr	rovided before a P	O was issu	ully approved and a Purcled. rendor does not appea				-	nowledge	
Please sign under ti	he appropriate colu	Jmn.		Approved		Denied – Read	BON	Date	
1. Site Administra	itor			BOX				6/12/17	
2. Resource Mana	ager		Cinlia	Ma				6/2011	
3. Network Super	Intendent / Exec	utive Dire	M 34 A 44 A 4	U				1. 2.1	
4. Cabinet (SBO,	CFO, CSO, Dep	uty Chief)			13		later !	
5. Board of Educa	ation or Superint	endent						1	

Procurement

Date Received

Agency Name

Street Address

City

State

SAM Search Results List of records matching your search for:

Search Term: bay* area* community* resources* **Record Status: Active**

ENTITY BAY AREA COMMUNITY RESOURCES, INC.

Status:Active

DUNS: 102947132

+4:

CAGE Code: 3VGW8

DoDAAC:

Expiration Date: Jun 15, 2018 Has Active Exclusion?: No

Debt Subject to Offset?: No

Address: 171 CARLOS DR

City: SAN RAFAEL

ZIP Code: 94903-2005

State/Province: CALIFORNIA **Country: UNITED STATES**