Board Office Use: Le	gislative File Info.
File ID Number	18-1222
Introduction Date	6/27/18
Enactment Number	18-1175
Enactment Date	6/27/18 er



Memo

To

Board of Education

From

Kyla Johnson-Trammell, Superintendent

Board Meeting Date

(To be completed by Procurement)

Subject

Memorandum of Understanding - East Bay Agency for Children (contractor) -

151/Sequoia Elementary School (site/department)

Action Requested

Approval by the Board of Education of the Memorandum of Understanding between the District and East Bay Agency for Children. Services to be primarily provided to 151/Sequoia Elementary School for the period of August 1, 2018

through July 31, 2019.

Background

A one paragraph explanation of why the consultant's services are needed. The After School Education and Safety (ASES) 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 and 8484.6.

Discussion

One paragraph summary of the scope of work.

Approval by the Board of Education of a Memorandum of Understanding 2018-2019 between the District and East Bay Agency for Children, Oakland, CA, for the latter to serve as lead agency for program coordination, math intervention, homework support, student supervision and a variety of enrichment services, as described in the MOU, for Sequoia Elementary School's comprehensive After School Program, for the period of August 1, 2018 through July 31, 2019, in an amount not to exceed \$103,118.00.

Recommendation

Approval by the Board of Education of a Memorandum of Understanding between the District and East Bay Agency for Children for the latter to provide Arts, Recreation, Leadership and Family Literary activities in its capacity as a Comprehensive After School Program Lead Agency at Sequoia Elementary School for the period August 1, 2018 through July 31, 2019.

Fiscal Impact

Funding resource name (please spell out): 6010/After School Education and Safety (ASES) Grant in an amount not to exceed \$103,118.00.

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. 18-1222
Department: After School Program, Sequoia Elementary School
Vendor Name: East Bay Agency for Children, Oakland, CA
Contract Term: Start Date: 8/1/2018
Annual Cost: \$103,118.00
Approved by: Martha Pena
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 for 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 the California Department of Education's ASES and/or 21st Century Community Learning Centers grant programs. Daily after school services will include academic support, enrichment, and physical activity for students, as well as family engagement activities. This organization will work in close partnership with the host school site to align after school programming with the goals and priorities of the school's SPSA. This organization will also work in close partnership with the OUSD Expanded Learning Office to ensure the program meets attendance targets, fulfills compliance requirements, and achieves youth development quality standards.
Was this contract competitively bid? Yes No V
If No, answer the following:
1) How did you determine the price is competitive?
The California Department of Education allocates site-specific grant funding to OUSD schools. The lead agency partner works in collaboration with the school site administrator to complete an after school budget plan specifying the requested after school services and agreed upon cost of services. The final contract amount for the agency is approved by the school site administrator and 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.

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

Legal 1/12/16 2

After School Template for Elementary and Middle Schools Memorandum of Understanding 2018-2019 Between Oakland Unified School District and

East Bay Agency for Children

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 after school grant funds, to contract with East Bay Agency for Children ("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
151/Sequoia Elementary School 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
- 2. **Term of MOU.** The term of this MOU shall be August 1, 2018 through July 31, 2019. The term may be extended by written agreement of both parties.
- 3. Termination by OUSD. OUSD may at any time terminate this MOU for any or no reason upon not less than five (5) days written notice to AGENCY. OUSD shall compensate AGENCY for services satisfactorily provided through the date of termination. In addition, OUSD may terminate this MOU for cause should AGENCY fail to perform any part of this MOU. In the event of termination for cause, OUSD may secure the required services from another contractor. If OUSD's cost of procuring services from another contractor exceeds the cost of providing the services pursuant to this MOU, AGENCY shall pay the additional cost.
 - a) No Premature Termination by AGENCY AGENCY hereby certifies that it is willing and able to provide required services for the full term of the MOU. AGENCY will not be permitted to unilaterally terminate the MOU or cease providing required services prior to completing the full term unless OUSD approves any change and/or unless OUSD deems immediate removal of AGENCY is necessary for cause. In the event AGENCY ceases to provide required services prior to the end of the MOU term, or is terminated for cause, OUSD may secure the required services from another contractor. If OUSD's cost of procuring services from another contractor exceeds the cost of providing the services pursuant to this MOU, or OUSD is unable to secure required services from another contractor, AGENCY shall pay any additional cost. If OUSD suffers any loss of funding or other program consequences attributable to AGENCY's premature termination, AGENCY shall pay any additional cost in addition to any damages otherwise due under this MOU.
 - b) Advance Notice by AGENCY for Coming School Year. AGENCY must provide advance notice to Principal and OUSD After School Programs Office by the end of the first semester if AGENCY cannot continue providing after school lead agency services for the succeeding school year. This date allows the school site to have sufficient time to find a new lead agency partner, and enables OUSD to work to preserve after school grant funding (including OFCY city funding) for the school.
- 4. Compensation. Contingent on OUSD receipt of California Department of Education and/or U.S. Department of Education after school grant funds and subject to grant funding levels, the ASESP and 21st CCLC grant award amount for <u>East Bay Agency for Children</u> is \$ 103,118.00 ,. AGENCY shall be entitled to compensation from these funds in accordance with the following terms and conditions:

- 4.1. Total Compensation. Subject to the provisions of 4.2 Positive Attendance and the provisions of 4.3 Administrative Fee and subject to AGENCY compliance with MOU requirements, AGENCY shall receive the amount of the grant award less OUSD's administrative fees and other site costs agreed to by the Site Administrator and AGENCY. Penalties may be assessed or payments withheld for non-compliance, including but not limited to MOU requirements, attendance reporting, fiscal invoicing, full participation at OUSD required meetings and trainings and in continuous quality improvement efforts.
- 4.2. Positive Attendance. Payment for services rendered related to the ASESP and 21st CCLC grants shall be based on actual student attendance rates (\$8.19 a day per student through ASESP and \$7.50 a day per student through 21st CCLC), 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 \$8.19 a day for ASESP and \$7.50 a day for 21st CCLC 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 2018-2019")
 - 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 2018-2019 and will not exceed \$\frac{103,118.00}{\text{Tool/Comprehensive After School Program Budget for AGENCY 2018-2019"}.
- 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. Programs that charge program fees will waive or reduce these fees for students who are eligible for free or reduced-priced meals. Programs cannot charge fees if the child is a homeless youth, as defined by the federal McKinney-Vento Homeless Assistance Act (42 U.S.C. Sec. 1143a), newcomers (refugee, asylee, and unaccompanied minor), or if the child is in foster care.
- 5. Scope of Work. AGENCY will serve as lead agency at ______151/Sequoia Elementary School will be responsible for operations and management of the ASESP, 21st CCLC, OFCY, and private grants contracted to AGENCY by OUSD for fiscal year 2018-2019. 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.

 - 5.1.2. 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 timely submit corresponding CQI deliverables to the After School Programs Office:
 - 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
 - progress check for program quality e.g. quality coaching

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 (Site Coordinators and other agency staff) are also required to participate in any OUSD sponsored CQI training provided by the OUSD After School Programs Office.

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5.3.	Enrollment.	AGENCY	will	enroll	1st	through	5th	arada	otudonto.	_4

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 2018 2019 school year. AGENCY will close the ASESP and 21st CCLC program no more than a maximum of 3 days in the 2018-20119 school year for staff professional development, as permitted by Education Code. Programs that receive 21st CCLC Supplemental grant funds or private funding for summer shall additionally operate a sufficient number of days and hours in the summer, on weekends, and during intercession in the manner prescribed by the grant legislation and/or funder, in order to meet attendance goals required by the CA Department of Education and/or the funder.
- 5.4.3. **Program Components.** AGENCY agrees to provide programming that supports the guidelines as outlined in the ASESP and 21st CCLC grants for students at <a href="https://doi.org/10.1007/j.cc/10.10
 - Educational and Literacy. An educational and literacy element that must provide tutoring and/or homework assistance designed to help students meet state standards in one or more of the following core academic subjects: reading/language arts, mathematics, history and social studies, or science. A broad range of activities may be implemented based on local student needs and interests.
 - **Enrichment.** The enrichment element must offer an array of additional services, programs and activities that reinforce and complement the school's academic program. Enrichment may include but is not limited to arts, youth development, leadership, recreation, sports, music, career awareness, college interest, service learning and other youth development activities based upon student needs and interests. All programs must offer both enrichment and recreation/physical fitness activities as core components of the after school program, and summer program if summer program is provided.
 - 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 151/Sequoia Elementary School to support full access to program components.
 - Supplemental and Summer Services. In all programs receiving 21st CCLC Supplemental grant funds or private funding for summer, AGENCY will provide educational and enrichment

programming in the summer, on weekends, and/or during intercessions. A broad range of activities may be implemented based on local student needs and interests, and district guidelines for summer programming. Supplemental and summer services may be added under this MOU. If summer services will be added, a separate MOU amendment will reflect the summer scope, summer budget and any changes in location as to summer services to be provided.

- 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 <u>15</u>1/Sequoia Elementary School
 - OUSD After School Programs Office
 - OUSD central administration departments
 - Parents/Guardians
 - Youth
 - Community organizations and public agencies
- 5.10. **Licenses.** AGENCY shall obtain and keep in force all licenses, permits, and certificates necessary for the performance of this Agreement.
- 5.11. Loss of Standing as Qualified Organization: AGENCY shall insure MOU requirements are met. Failure to do so may result in loss of standing as a qualified organization and/or termination of partnership.
- 6. Field Trip Policy. FIELD TRIPS, OFF SITE EVENTS AND OFF SITE ACTIVITIES:
 - AGENCY shall provide each Site Administrator and the OUSD After School Programs Office with a schedule of all after school program field trips and/or off site events and/or off site activities by the first day of each semester, and a schedule of all summer field trips and/or off site events and activities by the first day of the summer program, if AGENCY is providing summer services (Exhibit D)
 - AGENCY hereby certifies that after school and any summer program staff and/or subcontractors will comply with the following procedures for all field trips, off site events and off site activities:
 - 6.1. Licenses Permission Slips/Acknowledgement. Field trip/excursion permission slip must be signed by parent(s)/guardian(s) of all student participants and an acknowledgement must be signed by all adult chaperones both of which shall include the following information:
 - 6.1.1. a full description of the trip and scheduled activities
 - 6.1.2. student/adult participant health information
 - 6.1.3. "Notice of Waiver of All Claims: Education Code § 35330 provides that all persons making a field trip or excursion shall be deemed to have waived all claims against any school district, charter school, or the State of California for injury, accident, illness or death occurring during or by reason of the field trip or excursion, regardless of who holds the claims. If the field trip or excursion to which this permission slip applies is out-of-state, I hereby knowingly waive all of my and my daughter's/son's/ward's claims against any school district, charter school, and/or the State of California for injury, accident, illness or death occurring during or by reason of the out-of state field trip or excursion."

- 6.2. After school and summer program staff or subcontractors leading trip must have a written list of students attending trip.
- 6.3. No student shall be prevented from making a trip due to lack of sufficient funds.
- 6.4. After school and summer program staff or subcontractors leading trip shall have a sufficient first aid kit in his or her possession or immediately available. If the trip is conducted in areas known to be infested with poisonous snakes, this first aid kit shall contain medically accepted snakebite remedies.
- 6.5. Health Conditions/Medication: Trip participant health information will be gathered and reviewed in advance of trip and any needed revisions to supervision plan made, including making sure that chaperones understand relevant information (eg food allergies). A plan will be developed to collect, secure, and dispense prescription medications from their original containers only and consistent with physician's instructions.

6.6. Supervision

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

for liability for property damage; (F) all drivers and registered owners of private or rented vehicles used shall complete and sign declaration of driver forms assuring that: (i) the driver is at least 21 years of age and holds a current valid California driver's license; (ii) the driver has not been convicted of reckless driving or driving under the influence of drugs or alcohol within the past five years; and (iii) the driver provides proof of sufficient insurance; (G) if AGENCY transports by use of an Agency owned vehicle or arranges and/or contracts with a third party to provide this transportation, the AGENCY or organization or company with whom they contract must meet or exceed the standards required of OUSD's District approved bus vendors, including but not limited to: be licensed as a transportation provider, be certified to transport students (e.g., School Pupil Activity Bus certification) and have at least \$5,000,000 Automobile liability and \$1,000,000 General Liability insurance; which has an endorsement naming OUSD and AGENCY as additional insured; (H) arrangements have been made for additional vehicle for use in event of illness or emergency; and (I) students receive instruction in safe conduct on bus or other transport; and (J) drivers shall receive safety and emergency instructions and information which shall be kept in their vehicle, including health and emergency information for each student riding in his/her vehicle.

- 6.8. AGENCY must have reasonable confirmation that all organizations involved in the trip have demonstrated expertise and exhibit reasonably safe and reputable operating procedures and business practices appropriate to student trips.
- 6.9. Vendor is licensed to provide all proposed activities.
- 6.10. All after school program student participants on field trips, off site events or activities must be covered by medical or accident insurance. (See Incident and Injury Reporting and Accident Insurance above.)
- 6.11. ADDITIONAL REQUIREMENTS FOR HIGH RISK, OVERNIGHT, OUT OF STATE TRIPS:
 - 6.11.1. Definition of High Risk Activities
 - 6.11.1.1. Because of concerns about the risk to student safety, the after school program coordinator shall not permit the following activities on campus or during AGENCY sponsored after school or summer program trips, events and activities unless the activity is properly supervised, students wear protective gear as appropriate, and each participant has medical or accident insurance coverage:
 - Amusement Parks
 - Interscholastic Athletic Activities
 - Bicycle riding
 - Circus Arts
 - Hiking (Moderate to rigorous terrain or length) vs short nature "walks"
 - Hang gliding
 - Horseback riding
 - Ice Skating
 - In-line or Roller Skating
 - Rock climbing, climbing walls
 - Skateboarding or use of non-motorized scooters
 - Snow sports of any kind
 - Trampoline; Jumpers
 - Motorcycling
 - Rodeo
 - Target Shooting
 - Water Activities including but not limited to: swimming, snorkeling, scuba diving, sailing, boating, kayaking, river rafting, water slides, water skiing etc.
 - Outdoor active, experiential programs (Ropes course, pulley, etc.)

- Other activities determined by the school principal to have a high risk to student safety
- 6.11.1.2. The cost of limited OUSD student accident insurance coverage for student accidents during such activities shall be borne by OUSD.
- 6.11.1.3. Students who operate or ride as a passenger on a bicycle, non-motorized scooter or skateboard upon a street, bikeway or any other public bicycle path or trail shall wear a properly fitted and fastened bicycle helmet that meets the standards of law. Students also shall be required to wear such helmets while wearing in-line or roller skates.
- 6.11.2. Department of Justice and FBI fingerprinting and fingerprint clearance must be obtained for all non-District employee chaperones. Chaperones who continue beyond one school year will need to get fingerprint clearance once every three years from the time they begin chaperoning on after school program trips. Chaperones shall act in accordance with district policies, regulations and school rules. A person who is required to register as a sex offender pursuant to Penal Code 290 shall not serve as a chaperone on any field trip.
- 6.11.3. No chaperone shall be assigned to provide supervision or instruction of students unless he/she has submitted evidence of an examination within the past 60 days to determine that he/she is free of active tuberculosis. Chaperones whose skin test negative shall thereafter be required to take tuberculosis test every four years or sooner if deemed necessary by AGENCY.
- 6.11.4. Letter must be sent to parent(s)/guardian(s) and if it is an overnight trip, a meeting must be held for staff, chaperones, parent(s)/guardian(s) and students in advance of trip to discuss trip and safety related procedures, itinerary and questions.
- 6.11.5. Sleeping arrangements and night supervision are safe and appropriate.
- 6.11.6. **Vendor Proof of Insurance:** After School Program Coordinator and/or Summer Program Coordinator has obtained proof of insurance from all private vendors including:
 - Facility
 - Program

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

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

6.12.3. Swimming Activities

- 6.12.3.1. Parents/guardians must provide written permission for the student to swim and must indicate the student's swimming ability. Students whose parents do not give permission for their child to swim shall be identified in advance of trip and a tracking system designed to ensure they do not enter pool or swim area.
- 6.12.3.2. Swimming facilities, including backyard pools, must be inspected by the AGENCY Executive Director and after school program staff before the trip is scheduled.
- 6.12.3.3. Owners of private pools must provide a certificate of insurance, designating OUSD and AGENCY as an additional insured, for not less than \$2,000,000 in liability coverage.
- 6.12.3.4. Lifeguards must be designated for all swimming activities. If lifeguards are not provided by the pool owner or operator, the AGENCY Executive Director shall ensure their presence. The AGENCY Executive Director shall ensure that lifeguards are Red Cross certified or

equivalent and must be at least 21 years old. A swim test must be administered before any student is permitted in the deep end of the pool or swim area. A tracking system shall be designed in advance of trip to identify those students who have and have not passed the swim test.

- 6.12.3.5. The ratio of adult chaperones to students shall be at least one to ten. In grades 4-6, this ratio shall be at least one to eight. In grades K-3, this ratio shall be at least one to four.
- 6.12.3.6. Specific supervisory responsibilities shall be determined in advance to accommodate the varying swimming abilities of students. These responsibilities shall be clarified in writing and reviewed verbally before the trip.
- 6.12.3.7. Emergency procedures shall be included with written instructions to adult chaperones and staff.
- 6.12.3.8. Staff and chaperones assigned to supervise students must wear swim suits and know how to swim and be at each side of the pool or swim area actively monitoring students at all times.
- 6.12.3.9. The After School Program Coordinator and/or Summer Program Coordinator may require students to wear flotation devices, depending upon their age and swimming ability.
- 6.12.3.10. A buddy-system or other means of surveillance shall be arranged in advance and strictly enforced during swimming activities.
- 6.13. Additional Requirements for trips to East Bay Regional Park District Bodies of Water (swimming pools, lagoons, shoreline parks and lakes) and Related Facilities
 - 6.13.1. At least 2 weeks prior to trip date, all persons attending trip, including, but not limited to, each and every student, teacher, instructor, chaperone, supervisor, parent, administrator, volunteer, or aide (hereinafter "participant") will provide to the School District Office of the General Counsel an original, properly completed, signed and dated East Bay Regional Park District Waiver (attached as Exhibit E), executed by either the participant if he or she is 18 years of age or older, or the participant's parent or legal guardian if the participant is under 18 years of age
 - 6.13.2. Should AGENCY fail to provide an original, properly completed, signed and dated East Bay Regional Park District Waiver for each trip participant as defined in Section 6.13.1 above, AGENCY agrees to hold harmless, defend and indemnify OUSD, its officers, employees, volunteers and agents from all claims and actions resulting therefrom.
- 7. Financial Records. AGENCY agrees and understands that OUSD is responsible for fiduciary and programmatic oversight for the expenditure of the ASESP and 21st CCLC grant funds contracted to AGENCY by OUSD for fiscal year 2018-2019. AGENCY will function as a sub recipient of funding and as such will follow all required fiscal guidelines and meet outlined standards as referenced in applicable Federal and State sub recipient guidelines for the federal 21st Century Community Learning Centers grant program, CFDA Number 84.287, awarded by the Office of Elementary and Secondary Education Academic Improvement and Teacher Quality Programs office. Sub recipients that receive over \$500,000 of federal funds are required to undergo an annual audit and communicate findings to OUSD, as requested. AGENCY will ensure that all contracted funds of this MOU are expended as per grant guidelines.
 - 7.1. Accounting Records. AGENCY will maintain its accounting records based upon the principles of fund accounting.
 - 7.2. Disputes. AGENCY shall make all records related to ASESP, 21ST CCLC available to OUSD for review. OUSD and AGENCY shall meet and confer regarding any disputes as to the amount of actual expenses before taking any action to collect funds.

8. Invoicing

- 8.1. Billing Structure. AGENCY shall only invoice for actual expenditures incurred. Supporting documentation must be presented along with monthly invoices upon request. Billing details must be provided upon request to OUSD to ensure compliance with related sub recipient and grant guidelines.
- 8.2. **Unallowable Expenses.** AGENCY may not purchase computers or capital equipment using ASES, 21st Century Core Grant, 21st Century Direct Access, or 21st Century Family Literacy funds.
- 8.3. Invoice Requirements. AGENCY will submit invoices with evidence of the following staff qualifications for each AGENCY employee and AGENCY agent, including employees of subcontracting agencies and volunteers: TB Clearance, current CA Department of Justice and FBI fingerprint clearance, and Instructional Aide requirement. AGENCY will utilize the required OUSD invoicing and staff qualifications form (Exhibit F) for regular invoice submission.
- 8.4. **Submission of Invoices.** AGENCY must submit invoices to OUSD on a timely and regular basis for services rendered. OUSD will not accept invoices submitted more than thirty days beyond the end of each fiscal quarter. No invoices will be accepted more than 30 days past the end of June 30 of the contractual fiscal year. AGENCY must also submit invoices according to specific invoicing deadlines as outlined by OUSD to ensure timely processing. **(Exhibit G)**
- 8.5. Submission of Invoices for ASESP and 21st Century Grants. For services rendered related to the ASESP and 21st CCLC grants, OUSD shall pay AGENCY, on a monthly basis, for appropriately documented expenses related to the ASESP and 21ST CCLC grants, with a cumulative total for 2018-2019 not to exceed \$103,118.00 in accordance with the attached Exhibits to this Memorandum. Invoices for payment of services shall be submitted by the 10th of each month to the OUSD After School Programs Office, utilizing the required OUSD invoicing and staff qualifications form (Exhibit F). OUSD will strive to adhere to second Accounts Payable check run per the published schedule of monthly payments if invoices are submitted in accordance with the deadlines and requirements set forth in this section and the accompanying Exhibits.
- 9. Ownership of Documents. AGENCY agrees that, pursuant to California law, it shall maintain program and fiscal documentation for the ASESP and 21st CCLC programs for a minimum of five years. All documents created by AGENCY pursuant to this MOU, including but not limited to reports, designs, schedules, registration packets, early release waivers, and other materials prepared, or in the process of being prepared, for the services to be performed by AGENCY, are and shall be at the time of creation and thereafter the property of OUSD, with all intellectual property rights therein vested in OUSD at the time of creation. OUSD shall be entitled to access to and copies of these materials during the progress of the work. Any such materials in the hands of AGENCY or in the hands of any subcontractor upon completion or termination of the work shall be immediately delivered to OUSD. If any materials are lost, damaged or destroyed before final delivery to OUSD, AGENCY shall replace them at its own expense and AGENCY hereby assumes all risks of loss, damage or destruction of or to such materials. AGENCY may retain a copy of all materials produced under this MOU for its use in its general business activities.

10. Changes

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

10.2. Changing Legislation. AGENCY understands that changes in Federal, or state legislation or District policy may impact funding levels, grant requirements, and responsibilities of AGENCY during an academic school year. This MOU may be amended during the 2018-2019 fiscal year to reflect additional changes resulting from such legislation.

11. Conduct of Consultant

- 11.1. 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:
 - 11.1.1. Child Abuse and Neglect Reporting Act. AGENCY will provide at its own expense sufficient Mandated Reporter training to all AGENCY agents 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.
 - 11.1.2. **Tuberculosis Screening.** AGENCY agents who work with students must submit to a tuberculosis risk assessment as required by Education Code 49406 within the prior 60 days. If tuberculosis risk factors are identified, AGENCY agents must submit to an intradermal or other approved tuberculosis examination to determine that he/she is free of infectious tuberculosis. If the results of the examination are positive, the AGENCY agent shall obtain an x-ray of the lungs. At his/her discretion, AGENCY agent may choose to submit to the examination instead of the risk assessment.
 - 11.1.3. 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.
 - 11.1.4. 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.
- 11.2. 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.
- 11.3. 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.
- 11.4. 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.
- 11.5. **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).
- 11.6. 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.
- 11.7. 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 and shall require each subcontractor to do the same:
 - 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. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
- 15. **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.
- 16. 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/

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

OAKLAND UNIFIED SCHOOL DISTRICT

Amen any

6/28/18

President, Board of Education

State Administrator

Superintendent

Date

Print Name, Title

9412-han	6/28/18
Secretary, Board of Education	Date
24.4 5. 24004.511	
and Brotamak	6-4-201F
Executive Director	Date
Community Schools and Student Service	es Dept.
Principal	5-24-18 Date
Metwork Superintendent	O le
/Shot	415/18
Chief Academic Officer	Date

MOU template approved by Legal April, 2018

Continuous School Improvement

Attachments:

- Exhibit A. Attendance Reporting Schedule
- Exhibit B. Planning Tool/Comprehensive After School Program Budget
- Exhibit C. Enrollment Packet, including Early Release Waiver
- **Exhibit D.** List of Anticipated Field Trips, Off Site Events and Off Site Activities
- Exhibit E. Waiver for use of East Bay Regional Park District Bodies of Water (Swimming Pools, Lagoons, Shoreline Parks and Lakes) and Related Facilities
- Exhibit 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

Oakland Unified School District After School Programs Attendance Reporting Schedule					
Deadline to Input Attendance Data into Cityspan					
August 10, 2018					
September 8, 2018					
October 10, 2018					
November 9, 2018					
December 8, 2018					
January 10, 2019					
February 9, 2019					
March 9, 2019					
April 10, 2019					
May 10, 2019					
June 8, 2019					
June 15, 2019					

Exhibit B

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

(Template distributed separately)

INSERT HERE

2018-19 AFTER SCHOOL BUDGET PLANNING SPREADSHEET ELEMENTARY & MIDDLE SCHOOLS 02 2018 Program Other Lead Fees (if Agency Name: Sequoia Elementary **ASES** applicable) **Funds** Site #: 151 Resource 6010, Program 1553 OUSD Lead Agency Lead Agency Lead Agency % 83 Average # of students to be served daily (ADA) TOTAL GRANT AWARD 122,850.00 100,000.00 60,000.00 CENTRAL COSTS: INDIRECT, ADMIN, EVAL. PD. CUSTODIAL, SUPPLIES 5,850.00 OUSD Indirect (5%) OUSD ASPO admin, evaluation, and training/technical 7,654.21 assistance costs Custodial Staffing and Supplies at 3.5% 3.827.10 TOTAL SITE ALLOCATION 105,518.69 CERTIFICATED PERSONNEL 2,000.00 1120 Quality Support Coach/Academic Liaison (REQUIRED) Certificated Teacher Extended Contracts- math or ELA 1120 academic intervention (required for MS) 0.00 1120 Certificated Teacher Extended Contracts- ELL supports Certificated Teacher Extended Contracts- math or ELA 1120 academic intervention (recommended for MS) 2.000.00 Total certificated CLASSIFIED PERSONNEL 2205 Site Coordinator (list here, if district employee) 2220 SSO (optional) Total classified 0.00 0.00 0.00 BENEFITS Employee Benefits for Certificated Teachers on Extended 400.00 3000's Contract (benefits at 20%) Employee Benefits for Classified Staff on Extra 3000's Time/Overtime (benefits at 22%) 0.00 0.00 3000's Employee Benefits for Salaried Employees (benefits at 42%) 3000's 20,037.10 Lead Agency benefits (rate: 25%) 17,355.52 3,524.45 400.00 20.037.10 Total benefits 17,355.52 3,524.45 BOOKS AND SUPPLIES 4310 1,500.00 Supplies (OUSD only, except for Summer Supplemental) 1,000.00 4310 Curriculum (OUSD only) 5829 Field Trips 4420 Equipment (OUSD only) District professional development on district PD days (Bridging the Bay conference, Youth Work Methods trainings)

	Total books and supplies		0.00	0.00		1,000.00	1,500.00
ONTRAC	TED SERVICES						
5825	Site Coordinator			40,579.00		8,116.00	
5825	1 Benefited Afterschool Program Instructor (@ \$17/hr) (\$17/hr X 17hrs direct service X 38wks) = \$10,982 (\$17/hr X 30hrs extra for minimum days) = \$510 (\$17/hr X (2.5hrs x 38wks= 95 prep +38hrs meeting) 133prep/mtg hours) = \$2,261 (\$17/hr X 70hrs/year PD)= \$1,190 (\$17/hr X 20hrs x 5wks closed days) =\$1,700 Total = \$16,643			8,321.00	V	8,321.00	
	1 Benefited Afterschool Program Instructor (@ \$17.05/hr) (\$17.05/hr X 17hrs direct service X 38wks) = \$11,014 (\$17.05/hr X 30hrs extra for minimum days) = \$511 (\$17.05/hr X (2.5hrs x 38wks= 95 prep +38hrs meeting) 133prep/mtg hours) = \$2,267 (\$17.05/hr X 70hrs/year PD)= \$1,193 (\$17.05/hr X 20hrs x 5wks closed days) =\$1,705 Total = \$16,690			8,345.00		8,345.00	
	2 Afterschool Program Instructors (@\$16.50/hr) (\$16.50/hr X 15hrs direct service X 38wks) = \$9,405 (\$16.50/hr X 30hrs extra for minimum days) = \$495 (\$16.50/hr X (2.5hrs x 38wks= 95 prep +38hrs meeting) 133prep/mtg hours) = \$2,194 (\$16.50/hr X 70hrs/year PD)= \$1,155 Total = \$13,249 \$13,249 x 2 Instructors = \$26,498			13,249.00		13,249.00	
5825	1 Afterschool Program Instructor (@ \$16.50/hr) (\$16.50/hr X 13hrs direct service X 38wks) = \$9,151 (\$16.50/hr X 30hrs extra for minimum days) = \$495 (\$16.50/hr X (2.5 hrs x 38wks= 95 prep +38hrs meeting) 133 prep/mtg hours) = \$2,194 (\$16.50/hr X 50hrs/year PD)= \$825 Total = \$11,665			6,390.39		5,274.00	
	1 Afterschool Enrichment Instructor (@ \$22.92/hr) (\$22.92/hr X 4.5hrs direct service X 38wks) = \$3,919 (\$22.92/hrX (1hr x 38wks= 38 prep +38hrs meeting) 76 prep/mtg hours) = \$1,694 (\$22.92/hr X 40hrs/year PD)= \$916						
	Total = \$6,529			3,264.00		3,264.00	
5825	Drumming (contractor)			0.00		4,000.00	200.00
ij	Gardening (contractor)						1,980.00
	Science (contractor)						5,610.00
FOOT						15,415.00	4,000.00
5825	Program Director					10,410.00	7,000.0
5825	Talalasadasa		0.00	80,148.39		65,984.00	11,790.0
	Total services		0.00	60,146.33	-	63,964.00	11,780.0
IN-KIND E	DIRECT SERVICES				_		
_							
100							V.232
	Total value of in-kind direct services	///			==300		0.0
LEAD A	GENCY ADMINISTRATIVE COSTS			,			
	Lead Agency admin (4% max of total contracted \$)			2,933.20		15,800.00	43,075.0
SUBTO	ALS					12500552700	
il	Subtotals DIRECT SERVICE	85.00	4,237.01		_	84,339.52	16,814.4
	Subtotals Admin/Indirect	15.00	15,494.30	2,933.20	###	15,800.00	43,075.0
TOTALS							
	Total budgeted per column		19,731.31	103,118.69		100,139.52	59,889.4

Total BUDGETED	#####	122,850.00	###	100,139.52	59,889.45
BALANCE remaining to allocate		0.00		-139.52	110.55
TOTAL GRANT AWARDVALLOCATION TO SITE		122,850.00		100,000.00	60,000.00
ASES MATCH REQUIREMENT:					
ASES requires a 3.1 match for every grant award dollar award	ed				
Total Match amount required for this grant:		40,950.00			
Facilities count toward 25% of this match requirement:		10,237.50			
Remaining match amount required:		30,712.50			
W. C. J. C.	ds.	8117			
Match should be met by combined OFCY funds, other site fundation of the state of th	,	60,000.00			

Required Signatures for Budget Approval:

Principal:	Roch	Date: # 4 - 12 - 18
Lead Agency:	Rebu lal	Date: 4 13 8





School Site Sequoia Elementary	
Lead Agency East Bay Agency for Children	Date 4/13/18
Name of After School Program Sequoia Healthy Start Afterschool Program	After School Site Coordinator Name (if known at this time):
Principal Signature 10 U	Lead Agency Signature 2 2 Land

SECTION 1: PROGRAM OPERATIONS Average Daily Attendance, Program Dates, Minimum Days & Enrollment

To be compliant with grant requirements, the after school program must commence immediately upon the conclusion of the regular day, operate a minimum of 15 hours/week, and be open until at least 6pm on every school day for elementary and middle schools. (EC 8483) Programs are required to operate all 180 days of the school year.

*CDE allows programs to close for a maximum of 3 days during the school year for professional development. Families must be notified of these program closure dates in advance, and the lead agency must maintain documentation of professional development activities offered on these dates, including training agenda and staff sign in sheets.

85 Projected daily attendance for 2018–19 school year program

Program Operations for the 2018-19 school year

First Day
Aug / 13 / 18

Last Day May / 30 / 19

List the three days (if any) your program plans to close this year for PD. The program must be open every other day of the school year.

08 / 13 / 18

08 / 14 / 18

05 / 30 / 19

SECTION 1: PROGRAM OPERATIONS, continued

Minimum Days

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

Projected Number of Minimum Days for School Year 2018-19

52

*School should provide lead agency with a calendar of minimum days before the 1st day of school

Describe funding plan to operate program on the minimum days indicated above, including additional school resources (if any). (560 Characters)

ASES and Parent Fees will be used to cover the additional costs to programming.

Please note that the grants from CDE do not increase funding for minimum days. If the school adds additional minimum days beyond the projected number above, **what school funds will be utilized** to fund these additional hours of program? (560 Characters)

There are no additional school funds. These additional days will be covered by parent fees.

Enrollment Process & Timeline



✓ Attach your enrollment timeline to this document. Describe how your school will identify and recruit students beginning in Spring 2018. Indicate how families will be notified of 2018-19 enrollment before the last day of school.

Important dates to include in your timeline:

- April June: Spring enrollment for 2018-19 programs.
- Families will be notified of 2018-19 after school enrollment before the last day of school, June 2018.
- After school programs begin on first 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**, **2018**, except for slots reserved for transitional students (i.e., Foster and Homeless youth; Newcomers) entering the school mid-year.
- All programs must maintain waitlists after program slots are filled.

SECTION 2: PROGRAM DESIGN & PRIORITIES

List 2-3 program goals for students:

11 12 (342 Characters)

Enhance student's learning experiences by providing safe, engaging enrichment/academic activities & allowing students to explore and excel in areas of interest. Develop and support peer and adult relationships through SEL practices.

Targeted Populations to Be Served Describe who your

Which grade levels will	Describe who your program will serve.	Specify how students are selected.	Identify recruitment strategies.
you serve in this program? (Check all	Target Population(s)	Specific Data to Inform Selection of Program Participants	Targeted Recruitment Strategies
that apply.) ⊤K K ✓ 1	Homeless youth	Demographic Data	Referrals from the school day
✓ 2 ✓ 3 ✓ 4 ✓ 5	Foster youth	Demographic Data	Referrals from the school day
7 8 9 10	Newcomers includes refugees/asylees/ UNACCOMPANIED IMMIGRANT YOUTH (UIY)	ELL Data	Referrals from the school day ELL Teacher

Modifications For High Need Transitional Students

Other:

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?

Traditionally Sequoia has had very few students who transfer to the school after the start of the school year. If students transfer to the school mid-year and are considered high need for afterschool care, we will prioritize them and make space for them in the program.

SECTION 2: PROGRAM DESIGN & PRIORITIES

Addressing Needs of Underserved/Vulnerable Populations

Reducing the disproportionate suspension rates of African American students is a key priority for OUSD.

Please describe any special efforts your after school program is taking to support the school engagement, social-emotional well-being, and/or academic success of African American students at your school (ie. Manhood Development, Ethnic Studies curriculum, recognition ceremonies for student accomplishments, Black professionals as role models or mentors, etc.). (3,940 Characters)

As an agency our mission is: "East Bay Agency for Children improves the well-being of children, youth and families by reducing the impact of trauma and social inequities." Training around diversity is a priority with EBAC. Here are some of the training topics our staff have received: Fatherhood, Culturally Inclusive Leadership Development, Diversity in Management, Trauma Informed Practices, Guidelines for Safe Interactions with Youth (deescalation strategies) and Developing a Cultural Lens to Effectively Work with LGBTQ Identified Youth; Defining Inclusion, Unconscious Bias and How to Address It. EBAC is also considering working with Brother's on the Rise to train staff on how to work with boys of color.

communities we serve.) We also work closely with the mental health clinician on site.

Site Coordinator also support the school-day in their efforts. EBAC strives to recruit a diverse applicant pool of candidates applying for our afterschool staff positions. (We want our staff to reflect the make-up of our students as well as come from the Our enrichment class, Junior Coaches supports student mentorship and team-building.

SECTION 3: ALIGNMENT WITH DISTRICT & SCHOOL PRIORITIES

OUSD Strategic Targets

The following target is from OUSD's Pathway to Excellence Strategic Plan for 2015–2020. Our entire Oakland school system, together with community partners, will work collaboratively to achieve these targets for all students.

Grade Level Reading: By 2020, the percentage of 3rd grade students who are reading on grade level will increase to 85 percent.

Complete the matrix to indicate how your after school program will work collaboratively with your school partner to make progress toward achieving this target for the 2018-19 school year.

District Strategic Target	Describe the ASP activities that will support this district strategic target (444 Characters)	Target Population (192 Characters)	Measurable Outcomes (300 Characters)
By 2020, 85% of 3rd graders will be reading on grade level.	During academic time, students will focus on completing their reading logs with staff supervision. Staff will be trained on how to most effectively support student silent reading and how to properly do interactive read a louds and questioning strategies.	1st-5th graders	75% of students will improve reading/literacy performance measured by SRI or F & P scores.

SECTION 3: ALIGNMENT WITH DISTRICT & SCHOOL PRIORITIES, continued

Social and Emotional Learning (SEL)

Developing SEL skills in students and adults who work in the Oakland school system is a key priority for OUSD_SEL includes the following skills: self-management, self-awareness, social awareness, relationship skills, and responsible decision-making.

Please **indicate which strategies** will be used to support Social Emotional Learning. Check all that apply. Intentional Skill Development for students

- ✓ Instructional Methods and Curriculum
- ✓ Targeted program components focused on developing SEL 5 components
- ✓ Intentional PD to develop SEL skills in program staff so they can model for students (i.e. 3 Signature Practices)

Describe how you will intentionally develop SEL skills:

(320 Characters)

EBAC programs have built in the SEL 3 signature practices into their lesson plans and programs. Our programs use various curriculum such as Building Intentional Communities, the Toolbox, and Caring School communities to support SEL work both with students and staff. At Sequoia in particular, the school uses the Toolbox curriculum and is also a PBIS site. Our afterschool program participated in the PBIS PLC offered by OUSD last year and has aligned their program practices with the school day practices. SEL is very important to the work that EBAC does and we believe that adults and youth need to work on their social emotional skills.

Coordination to Support the Whole Child

In the Full Service Community School model, the school becomes a hub of services where various types of service providers come together, work together, and coordinate their efforts to meet the holistic needs of students and families.

The after school **Site Coordinator or Director will actively participate** in which of the following school group(s), in order to increase alignment between after school and school day efforts?

- ✓ COST team (Coordination of Services Team)
- ✓ SST (Student Study Team)
- ✓ SSC (School Site Council)
- ILT (Instructional Leadership Team)
- PTA
- ✓ Attendance Team/Workgroup
- ✓ SPSA Site Planning team

✓ School Culture/Climate Committee

School Safety Committee

Other

Specify:

Any other groups that the school and program see fit.

List key community partners whom you will actively collaborate with to accomplish the goals of your program. (320 Characters)

Sequoia School, Be the Change Consulting (training), OUSD ASP Office, Sequoia PTO, Mental Health Clinicians.

Describe how you will collaborate with the partners listed above.

(320 Characters)

We get a lot of training from Be the Change, OUSD ASPO and attend school day trainings that are suitable for ASP staff. We work with the mental health clinician to support the needs of our students. We also work with the Sequoia PTO to support family engagement and other school needs.

SECTION 3: ALIGNMENT WITH DISTRICT & SCHOOL PRIORITIES, continued

Program Activities Aligned to SPSA Goals

List your school site priorities for each priority area.

Describe the activities your program will offer to support the school priority areas.

Priority Area	List the language from the school SPSA that describes school site goals and/or actions related to this area. (200 Characters)	Describe the after school activities that will support this school priority/goal. (200 Characters)
English Language Arts	All 2nd-5th graders will make one year or more growth as measured on the SRI. Students at or above grade level on the baseline assessment will grow at least one year. Students below grade level at the baseline assessment will make at least 1.5 years growth. On SBAC we will decrease the number of kids at NOT MET by 10%.	Afterschool Academic staff will provide at least one hour of literacy support using the literacy curriculum provided by the District PLC. (Staff will attend a Literacy/Language PLC where they will receive and be trained on this afterschool friendly curriculum.)
Mathematics	65% of students will perform at or above grade level on the SBAC Math Test. We will decrease the number of students at NOT MET by 10%.	Afterschool Academic staff will provide at least 1 hour of math support for all students during afterschool.
School Culture and Climate	ToolBox will be implemented in 100% of all classrooms.	Afterschool Program staff will utilize the 12 ToolBox Skills and the school's PBIS practices in all of our classes in order to be aligned with the school day practices. Staff will be trained in school PBIS and ToolBox.
Family & Student Engagement	Engage parents in academically focused workshops through the lens of equity and closing the achievement gap. Additionally, engaging parents in monthly opportunities for walkthroughs to observe and engage in instructional practices related to ToolBox, PBIS, Reading and Writing Workshop, and small group math instruction.	Afterschool program will also support parent walk throughs to observe our program and instructional practices.
Attendance		

These after school activities were jointly created and agreed to by the Principal and Lead Agency.



PRINCIPAL INITIALS



RL LEAD AGENCY INITIALS

SECTION 4: PROGRAM COMPONENTS

Academics

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

Your program can offer a range of academic supports including:

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

	List of program (96 Characters) (FREQUENCY: HRS/WK)	SPSA/QAP goal(s) or school need supported by activity	Target population	Measurable Outcomes
Homework Support	Sequoia does not have Homework so we provide reading support 1 hr/wk	ELA Standards	1st-5th graders	75% of students will improve reading/literacy performance measured by SRI or F &P scores.
Literacy Instruction (1 HOUR PER WEEK FOR STUDENTS IN GRADES K-5)	Literacy Centers 1 hr/wk	ELA Standards	1st-5th graders	75% of students will improve reading/literacy performance measured by SRI or F &P scores.
Math Instruction (1 HOUR PER WEEK FOR STUDENTS IN GRADES K-5)	Math Centers 1 hr/wk	Math Standards	1st-5th graders	75% of students will improve math performance measured by SMI or CEOL scores.
Other:				

Quality Support Coach

Describe your plans to utilize the Quality Support Coach to support alignment with the school day. (920 Char.)

The QSC will provide our staff with training and coaching around literacy practices. Since, Sequoia is a no homework school, we focus our academic time on completing reading logs. The QSC will train staff on strategies to support student silent reading and how to properly do interactive read a louds and questioning strategies. QSC will also do individual staff observations and coaching.

Enrichment

Please **list enrichment activities** your program will offer. Enrichment activities and physical activity/recreation are required components of the ASES, 21st Century and ASSETs grants.

			Tar	get	ed	Skil	ls (q	hed	ck)	1	de	ntif	ied I	By (check)
Description of Program/ Activity & Frequency (hrs/week) (210 Characters)	Single Plan for Student Achievement (SPSA)/Quality Action Plan (QAP) goal(s) or school need supported by activity	Target Population	Academic skill dev.	Arts learning	College/Career Readiness	Health & Wellness	Social/Emotional Learning	STEM/Technology	Youth Leadership	Parents	Students	QAP	School	Other:
Gardening: Students get hands on experience working in the garden, learning healthy nutritional habits, planting, composting and sustainable agricultures.	Balanced Literacy and Math Climate and Character Building	1st-5th grade	✓			√	✓	1	1	1	√		•	
Drumming: Students express their creativity through drums and music. The students are empowered to find their own style in this class.	Balanced Literacy and Math Climate and Character Building	1st-5th Grade	✓	✓			✓			✓	✓		✓	
Junior Coaches: Students gain leadership experience and grow their skills by choosing and implementing playground activities, and providing conflict resolution to peers.	Climate and Character Building	3rd-5th graders	✓	Management - Manag	✓	200	✓		✓	✓	✓	5000	✓	
Iron Chefs (Cooking & Nutrition): Students focus on learning the nutritional value of the foods they eat. Students cook and learn how to make healthy snack options.	Building	3rd-5th graders	1	V. Barbara	\		- Address - Addr		\	~	•	•	✓	

Enrichment, continued

			Ta	rge	ted	Ski	lis (che	ck)		lde	ntif	ied	By (check)
Description of Program/ Activity & Frequency (hrs/week) (210 Characters)	Single Plan for Student Achievement (SPSA)/Quality Action Plan (QAP) goal(s) or school need supported by activity	Target Population	Academic skill dev.	Arts learning	College/Career Readiness	Health & Wellness	Social/Emotional Learning	STEM/Technology	Youth Leadership	Parents	Students	QAP	School	Other:
LEGOs: Students focus on creating Lego structures by reading detailed diagrams. Legos helps develop student's fine motor skills and critical thinking skills.	Balanced Literacy and Math Climate and Character Building	1st-5th Grade	✓	1	✓		✓	✓	✓	✓	1		✓	
Creative Club: Students explore their creativity through various arts and crafts projects by using assorted art mediums.	Balanced Literacy and Math Climate and Character Building	3rd-5th graders	✓	✓			✓	✓	✓	✓	✓		✓	
Lights, Camera, Shine: Students practice acting and improvisation skills to build self-esteem as they work together to put on a play.	Balanced Literacy Climate and Character Building	3rd-5th graders	✓	✓	1		✓		✓	✓	✓	0000000	✓	
Around the World: Students "travel" to various countries on each continent and learn about their listory and culture through art, games, music and food.	Balanced Literacy Climate and Character Building	3rd-5th graders	✓	✓		✓	✓		✓	✓		-	✓	

Physical Activity/Recreation

Please list recreation activities your program will offer.

				ldei	ntif	ied	By (check)
Description of Program/ Activity & Frequency (hrs/week) (140 Characters)	SPSA/QAP goal(s) or school need supported by activity	Target Population	Parents	Students	QVP	School	Other
Recreation: Students participate in team sports while developing sportsmanship, leadership, conflict resolution & community-building skills	Climate and Character Building	1st-5th graders	✓	✓		✓	
Team Building: Student participate in activities that promote leadership, team building and cooperative skills. Older youth work with younger youth.	Climate and Character Building	1st-5th graders	✓	✓		✓	
					2		

Culture & Climate

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

The following are strategies that OUSD schools are taking to create positive school culture and climate. **Select** at least one strategy to implement:

1	Positive Behavioral Intervention and Supports (i	BIS
	Restorative Justice/Restorative Practices (RJ)	

What practices does your program have to **support culture and climate? How will you align** these practices with school day efforts? (1,900 Characters)

Our programs have many strategies to support school culture and climate.

- 1) We use asset based language (all staff are trained on asset based language)
- 2) We meet students were they are and recognize that all students are individuals who have different learning styles and experiences. (All staff are trained in trauma informed practices.)
- 3) We have shared values and behavior expectations from school day to afterschool.
 - * Sequoia is a PBIS school and uses the Toolbox curriculum. Our staff also follow the PBIS principals and practices as well as utilizing the same tools and language from Toolbox curriculum.
 - * We have a staff member who sits on the PBIS team and shares best practices and school day initiatives with afterschool.
 - * Using same behavior flowchart as school day (i.e. how to respond to various behaviors)
 - * Changed behavior report to match Universal Referral Form used by school day
- 4) Site Coordinator sits on the School Culture/Climate team in order to ensure our practices are aligned.
- 5) Coordinator connects with Principal on a regular basis.
- 6) Beginning of the year training with school day and afterschool staff so everyone is aligned.

Family Engagement / Family Literacy

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

After school programs can help foster parent involvement, connect families to the larger school community, and communicate important information related to the regular school day programs.

After school family engagement efforts should be aligned with school day efforts, and support school goals for family involvement. A variety of activities may be offered, including parent workshops, family celebrations, parent-and-child-together activities, parent leadership and volunteer opportunities.

Family literacy is a required component of all 21st Century after school programs. Family literacy services support the educational goals of adult family members, connect them to resources and services in the community, and increase their ability to support their student's learning and development.

SPSA/QAP goal(s) or school need supported by activity	Describe how this activity is connected to student achievement	Measurable Outcome	Alignment with school day family engagement / efforts or resources
Climate and Character Building Parent Engagement and Involvement	Family events are hosted throughout the year to bring families together to celebrate our students' achievements.	Families feel more connected to the school.	Supports school-day by supporting families and creating a sense of community.
	or school need supported by activity Climate and Character Building Parent Engagement	climate and Character Building Parent Engagement and Involvement SPSA/QAP goai(s) this activity is connected to student achievement Family events are hosted throughout the year to bring families together to celebrate our students'	climate and Character Building Parent Engagement and Involvement This activity this activity is connected to student achievement This activity is connected to utcome This activity is connected to student achievement This activity Is a

SECTION 5: CONTINUOUS QUALITY IMPROVEMENT PROCESS

OUSD ASPO's utilize a Continuous Quality Improvement (CQI) process to improve staff practices with students. We utilize a cycle of assess, plan, and improve to observe staff behavior and student experiences, identify areas of strength and improvement, and then provide staff support to improve.

Respond the the following prompts based upon your 2017–18 Program Quality Assessment (PQA) observations and Quality Action Plan (QAP) goals.

What areas did your program identify as strengths?	(735 Characters)
 Staff provide a warm welcome by greeting all students, being (Supportive Environment: Warm Welcome) and staff create materials and ideas (Supportive Environment: Active Engage 	g warm and respectful and having a positive body language lessons that provide opportunities for active engagement with ement).
 Staff ask open-ended questions to check for understanding of students opportunities to provide feedback about their lessor 	(Supportive Environment: Encouragement) and staff provide ns (Engagement: Reflection).
What areas did your program identify as needing imp 1. Our staff are working on incorporating at least one student porture. Planning).	
2. Staff are also working on providing at least one small group	activity per class offering (Interaction: Belonging).
ndicate the priority 2–3 Youth Work Method Training	sessions that best align with your line staff's
professional development needs for 2018–19.	
Introduction to the Active-Participatory Approach	✓ Planning & Reflection
✓ Active learning	Reframing Conflict
Ask-Listen-Encourage	✓ Structure and Clear Limits
Building Community	✓ Youth Voice
Cooperative Learning	Teen Advisory Council
Homework Help	

SECTION 6: PROGRAM SCHEDULE & MODEL

Program Schedule



✓ **Submit your program schedule for 2018-19** as an attachment, using the standard program schedule template. The after school schedule must indicate the school name, program name, and the program year. Please note that programs will be asked to submit updated program schedules at the beginning of both the Fall and Spring semesters. The Program Schedule must clearly show when all after school activities listed in this program plan will be taking place.



Also submit a copy of the school bell schedule for the 2018-19 school year.

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

Program Model

For 2018-2019, my site will operate the following program model:

✓ Traditional After School: voluntary program open to all students, with enrollment priorities targeting certain students

Extended Day Program: additional class periods offered to students after the end of the regular bell schedule, for targeted grades and/or for all students of the school (Note: extended day classes must not appear on the school bell schedule)

Blended/Hybrid: combination of some extended day and some traditional after school programming

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.

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

List after school anticipated HRS/WK.	classes/activities that will be facilitated by teachers on extended contract. INCLUDE (1,150 Characters)
N/A	

SECTION 7: PROGRAM FEES

If, "YES, program fees will be charged," please **complete** the following assurances. Both the Principal and Lead Agency partner should initial.

Principal	Lead Agency	Assurances
DB	RY	Our program will not turn away any eligible student from program participation due to inability to pay program fees. We understand that California Education Code prohibits program fees from being a barrier to program participation.
NG	RL	Our program will communicate in writing and verbally to parents/guardians that an eligible child will not be turned away from program participation due to inability to pay.
NB	RL	Our program will publicize the program fee structure in written program materials for parents/guardians.
De	FL	Our program shall not charge a fee to a family for a child if the program knows that the child is a homeless youth , as defined by the federal McKinney-Vento Homeless Assistance Act (42 U.S.C. Sec. 1143a), or for a child who the program knows is in foster care .
NUL	122	Our program will provide receipts to parents/guardians for each payment made.
KB	PJ	The lead agency will manage funds raised by program fees according to standard accounting practices, and will provide quarterly Income Statements to the Principal and OUSD Expanded Learning Office detailing amount collected from program fees and expenditures.
NB	RL	The lead agency will establish a letter of agreement directly with the school site, indicating that all program fees collected will be expended only at this school site for after school expenditures; will be carried over to the following fiscal year if funds remain; and will remain at the school site if there is a change in lead agency partner.

	Please attach a copy of written program materials describing the 2018-19 program fee structure
U	(i.e., parent letter, parent handbook, etc.).

PRINC!PAL SIGNATURE

LEAD AGENCY SIGNATURE





School Site Sequoia Elementary	
Lead Agency East Bay Agency for Children	Date 4/13/18
Name of After School Program Sequoia Healthy Start Afterschool Program	After School Site Coordinator Name (if known at this time):
Principal Signature On home	Lead Agency Signature Pupe Ly

Assurances for Grant Compliance & 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:

- Grant Assurances signed by OUSD Superintendent
- Quality Support Coach Role Description
- 1. Site Administrator and Lead Agency Director/Site Coordinator have reviewed the CA Dept of Education's ASES and/or 21st Century Grant Assurances o, and understand mandated grant compliance elements.
- 2. Site Administrator and Site Coordinator will **meet at least once monthly** to ensure program is meeting identified goals. (*Bi-weekly check-ins are recommended.*)
- Site will provide the after school program with appropriate facilities and resources
 in support of program goals, including office space with internet and phone access
 for the Site Coordinator, and safe storage for program records.
- Site Administrator will share the School Site Safety Plan with the Site Coordinator and discuss appropriate policies and procedures to ensure safety during the after school hours. (See page 3 for details on After School Safety Plan requirements.)
- 5. Site Administrator and Site Coordinator understand the program must meet **CDE attendance targets** in order to retain grant funding. Site and program will work collaboratively to ensure strong student recruitment and retention.

























Assurances for Grant Compliance & After School Alignment with School Day, continued

LEAD **PRINCIPAL** AGENCY **INITIALS** INITIALS 6. School will share student outcome data to better refine program (Attendance data, test scores, Report Cards, IEP's, etc). Site Coordinator will share relevant student and program data with school. 7. Site Administrator and lead agency partner have reviewed the Quality Support Coach key responsibilities %, and understand this role is critical for strengthening staff practices and program quality. Site Administrator will identify a certificated, qualified individual to serve as the After School Quality Support Coach. 8. Site will invite Site Coordinator and appropriate staff to participate in faculty meetings and professional development opportunities, in order to ensure consistency in standards of teaching and learning, and positive school culture & climate. 9. Site will invite Site Coordinator to participate on school committees (ie. SSC, COST, SST, Culture Climate team, SPSA planning team, etc) to ensure coordination of services. 10. Site Administrator is aware that CDE does not increase after school grant funding for minimum days, and that programs are required to operate until 6pm on minimum days. If additional minimum days are added to the school schedule next year, site will allocate resources to help offset the cost of additional hours of programming. 11. Lead agency will register with/update OUSD provider database. In order to maintain accurate, up-to-date information on the services provided, the Lead Agency shall register in OUSD's provider databse, update schools of operation prior to commencing services for school year 2018-19, and update during the current school year if schools of operation change. 12. Lead Agency will ensure that appropriate After School staff participate in OUSD Expanded Learning Office meetings and professional development throughout the year including: mandatory After School August Institute, ongoing site coordinator meetings; continuous quality improvement (CQI) trainings; agency director meetings; various professional learning communities (time commitment varies); local conferences (i.e., annual Bridging the Bay conference), and other relevant district trainings (i.e., safety, PBIS, etc.) 13. Site and Lead Agency understand that professional development helps ensure program quality Lead agency is committed to providing/accessing professional development opportunities for after school staff, based on needs identified by program data. The lead agency will adequately budget for staff time to participate in professional development over the course of the year (for key line staff, recommended at least 20 hours of PD/year). Run PRINCIPAL SIGNATURE

After School Safety and Emergency Planning

	The 2019–2020 Comprehensive School Site Safety Plan includes the After School Emergency Plan The Site Administrator and After School Program (ASP) Site Coordinator will update the After School Emergency Plan annually by discussing and aligning plans and procedures for after school and school day safety, including emergency preparedness and crisis response. Indicate all actions that will occur to ensure after school safety and alignment with school day procedures for emergency preparedness and emergency response: Site Administrator and ASP Site Coordinator will meet at beginning of school year to update After School Emergency Plan collaboratively. Site will share Comprehensive School Site Safety Plan with after school partner. School day and after school programs will coordinate emergency drill schedules & procedures (ie. earthquake, fire, and lockdown drills). After School staff will participate in site-level faculty safety trainings. School will provide after school staff with access to disaster supplies and other resources in case there is an emergency after school. Site Administrator and ASP Site Coordinator will meet regularly to review after school incidences and update safety plans as needed. The completed After School Emergency Plan (ASEP) will be submitted to Expanded Learning Programs Office by 10/1/18. Other. Specify:		
2.	List the training and resources the school will provide after school staff on safety procedures, including lockdown procedures and communication protocols for crisis response.		
	School site will train SCon all safety procedures, including lockout/lockdown and communication protocols. SC will train all afterschool staff. All emergency procedures are written in afterschool instructor manuals and posted at sites. SC is trained in OUSD Emergency Preparedness protocols		
3.	Principal and Site Coordinator have reviewed the OUSD After School Emergency/Crisis 1st Level Response Notification Protocol and understand expectations regarding communication and incident reporting when an issue involving after school safety occurs.		
It so al	acility Keys is critical that the After School Site Coordinator has access to facility keys in order to ensure safety after thool should a lockdown or lockout be needed. Will the After School Program have access to facility keys for I areas where after school programming occurs? Yes No		
	no, indicate how the school campus will be secured if crisis should occur during after school hours and if ockdown is necessary:		
N	I/A		

After School Safety and Emergency Planning, continued

SSO Staffing	
Check one:	
	pay Extra time/Over time (ET/OT) for an after school SSO.
Site does not need an SSO.	
Site does not have the resources to fund an after sci	hool SSO
Ω	
Now a	Reba lal
PRINCIPAL SIGNATURE	LEAD AGENCY SIGNATURE

Continuous Quality Improvement (CQI)

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

- self-assessment using Youth Program Quality Assessment (YPQA)/School Age Program Quality Assessment (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 goals for program improvement
- 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).

CQI: Continuous quality improvement
QAP: Quality action plan
SAPQA; School Age Program Quality Assessment
YPQA; Youth Program Quality Assessment

Review and mark all commitments:

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

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

PRINCIPAL SIGNATURE

Repa lal

LEAD AGENCY SIGNATURE

Sequoia Enrollment Timeline 2018-2019

Timeline	After School Enrollment Steps/Process	Individual(s) responsible
Look at student District Benchmark scores and FRL list.		Site Coordinator, Principal and Quality Support Coach
May 2018	Contact school-day teachers and school counselor for referrals.	Site Coordinator
End of May Inform families of enrollment process.		Site Coordinator
First week of June 2018	Release applications for 2018-19 school year and begin accepting applications	Site Coordinator
Third week of June	Notify families who will be enrolled for the 2018-19 school year.	Site Coordinator
Notify families on the waiting list for 2018-19 school year.		Site Coordinator
continue accepting applications and adding students to the program until program is full and add families to waitlist once program is filled. Inform families as applications come in.		Site Coordinator

2018-19 After School Program Schedule

School Site: Sequoia Elementary

Lead Agency: East Bay Agency for Children

Name of Program: Sequoia Healthy Start Afterschool Program

School Day End Time on Regular Days (according to Bell Schedule): 3:00

School Day End Time on Minimum Days (according to Bell Schedule): 1:20

Time Block	Monday	Tuesday	Wednesday	Thursday	Friday
1:20-1:30			Sign In & Bathroom		
			Lego Club		
30)			Science Club		
1:30-3:00			Iron Chefs		
			Team Building		
3:00-3:30	Sign In/Snack/Recess	Sign In/Snack/Recess	Snack/Recess	Sign In/Snack/Recess	Sign In/Snack/Recess
	Literacy Center	Math Center		Math Center	Literacy Center
	Creative Club	Visual Arts		Visual Arts	Creative Club
3:30-4:30	Recreation	Around the World	Buday lime &	Around the World	Recreation
	Lights, Camera, Shine	Junior Coaches	Community bulling	Junior Coaches	Lights, Camera, Shine
	Gardening	Drumming		Drumming	Gardening
4:30-6:00	Academic Hour (1-5)	Academic Hour (1-5)	Academic Hour (1-5)	Academic Hour (1-5)	Academic Hour (1-5)
		Sign Out and Program	Sign Out and Program	Sign Out and Program	
6:00 PM	Sign Out and Program Closure	Closure	Closure	Closure	Sign Out and Program Closure

Important Notes:

* Please note that the after school program must start immediately at the same time that the regular school day ends. Please check the official school bell schedule for 2018-19 for the exact ending time of the regular school program. On minimum days, the after school program must start immediately at the end of minimum day.

Programs must submit this program schedule, along with a copy of the school's 2018-19 bell schedule, to the ASPO office for review and approval.

Sign-out and Program Closure cannot occur earlier than 6pm for elementary and middle school programs. Programs must operate at least 3 hours per day and at least 15 hours per week.

Programs will be asked to re-submit updated program schedules at the beginning of each semester.

Sequoia Elementary 2018-2019

715	K
8:45 - 9:50	Instruction
9:50 - 10:10	Snack/Recess
10:10 - 11:45	Instruction
11:45 - 12:30	Recess/Lunch
12:30 - 1:10	Instruction
1:10 - 2:00	Enrichments
2:00 - 2:45	Instruction
2:45	Dismissal



Minimum Day Schedules

All students are released at 1:20 on Minimum Days. On those days, please confirm arrangements have been made to ensure your child is not left in the office or on the schoolyard without supervision.

	The second secon	The second secon
And deline and	Kinder	garten
State and	8:45 - 9:50	Instruction
	9:50 - 10:10	Snack/Recess
1	10:10 - 11:45	Instruction
-	11:45 - 12:30	Recess/Lunch
-	12:30 - 1:10	Instruction
1	1:10 - 2:00	Enrichments
	2:00 - 2:45	Instruction
Annual Spinster	2:45	Dismissal



First (Grade
8:30 - 10:55	Instruction
10:55 - 11:40	Recess/Lunch
11:40 - 12:30	Enrichments
12:30 - 1:00	Instruction
1:00 - 1:20	Snack/Recess
1:20 - 3:00	Instruction
3:00	Dismissal

The second secon	
Second	l Grade
8:30 - 9:25	Instruction
9:25 - 10:15	Enrichments
10:15 - 11:20	Instruction
11:20 - 12:05	Recess/Lunch
12.05 - 1:00	Instruction
1:00 - 1:20	Recess
1:20 - 3:00	Instruction
3:00	Dismissal



Third	Grade
8.30 - 9.50	Instruction
9:50 - 10:10	Snack/Recess
10.10 - 12.10	Instruction
12:10 - 12:55	Recess/Lunch
12.55 - 2:10	Instruction
2:10 - 3:00	Enrichments
3:00	Dismissal

Fourth	Grade
8:20 - 9:15	Enrichments
9:15 - 10:30	Instruction
10:30 - 10:50	Snack/Recess
10:50 - 12:35	Instruction
12:35 - 1:20	Recess/Lunch
1:20 - 3:00	Instruction
3:00	Dismissal



	Fifth	Grade
Ì	8:20 - 9:15	Enrichments
	9:15 - 10:30	Instruction
	10:30 - 10:50	Snack/Recess
1	10:50 - 12:35	Instruction
	12:35 - 1:20	Recess/Lunch
	1:20 - 3:00	Instruction
	3:00	Dismissal

2018-2019 PROGRAM FEES

SHS offers a sliding scale for program fees. Our fee structure is designed to operate a safe, quality program at an affordable cost. Program fees allow us the ability to maintain a high level of quality despite significant reductions in grants that have traditionally supported our program. We thank all of our families for supporting our program and allowing us to maintain a high level of program quality. We do not turn any families away due to the inability to pay.

We charge 10 equal payments, starting in August with the last payment due in May. Our program fees are based on an average of school days in each billing period rather than by the exact number of days in a particular month. While some months have less school days, other months have more school days and/or minimum days. Program will be open on school days from when the bell rings until 6 pm. Our fees include all additional minimum days throughout the school year.

Program fees are based on a sliding scale according to families' GROSS (before taxes) monthly household income. We do not ask for proof of income, but expect all families to be honest and fair. By requesting a sliding scale discount and indicating your family income below you are making a financial declaration that the income stated is completely true. However, we reserve the right to request that you provide proof of family income via copies of your most recent 1040 tax forms and/or any other reasonable forms of proof that SHS may request.

- The amount you contribute will remain confidential.
- You may qualify to claim childcare credit on your income taxes. EBAC Tax ID #: 94-1358309
- Please let us know if you have financial difficulties so we can work with you to make the program accessible. Again, we do not turn any families away due to the inability to pay.

We accept cash, cashier's check, check, money order or bill pay (MADE OUT TO: East Bay Agency for Children (EBAC), 3730 Lincoln Ave, Oakland CA 94602). Please write your child's name on the memo line. Program fees are due on the 7^{th} of each month and should be given directly to the coordinator. Late invoices will be sent at the end of the month.

Please indicate your monthly household income using the chart below:

Please state the number of people in your household:
Please state the total GROSS monthly income for your household:
Please state the number of students enrolled in the SHS Program:

<u>Directions</u>: Using the scale below, look at the top row and find the number that corresponds to the number of people living in your household. Then look down the column and find the box that matches your GROSS (before taxes) household monthly income. Then look to the left and see what category you are in: full cost, moderate, reduced or low. Using the chart on the next page find the category and see what your monthly program fee will be.

Income categor	ies are based o	n GROSS month	nly income (bef	ore taxes) & Fa	mily Size
Persons in Family/Household	2	3	4	5	6
Full Cost	Over \$2,725	Over \$3,225	Over \$3,725	Over \$4,225	Over \$4,725
Moderate	\$2,225-2,725	\$2,725-3,225	\$3,225-3,725	\$3,725-4,225	\$4,225-4,725
Persons in Family/Household	2	3	4	5	6
Reduced	\$1,724-2,224	\$2,224-2,724	\$2,724-3,224	\$3,224-3,724	\$3,724-4,224
Low	\$1,223-1,723	\$1,723-2,223	\$2,223-2,723	\$2,723-3,223	\$3,223-3,723

Partial Scholarship Less than \$1,223	Less than	Less than	Less than	Less than
	\$1,723	\$2,223	\$2,723	\$3,223

	Monthly Program Fees			
Persons in Family/Household	Cost for First Child Academic & Enrichment	Cost of Additional Child	Enrichment Only	
Full cost	\$315	\$155	\$180	
Moderate	\$235	\$115	\$135	
Reduced	\$155	\$75	\$90	
Low	\$100	\$50	\$60	
Partial Scholarship	\$60	\$30	\$40	

I agree to pay a monthly family fee of \$		-
I choose make my payments installments:	monthly	biweekly
I would like to contribute an additional amount to This extra amount will be seen as a do		a student: can receive a charitable contribution tax credit.

if you pay a monthly amount of:	You are paying an hourly rate of:
\$60/month	Less than \$1/hour
\$100/month	\$1.51/hour
\$155/month	\$2.35/hour
\$235/month	\$3.56/hour
\$315/month	\$4.75/hour

Sequoia Healthy Start:

- is well aligned with the school's academic and social goals
- offers a wide array of quality enrichment programs
- is non-profit agency program and subsidized by grants and donations
- has built solid relationships with the school and staff for over 10 years
- has a long history with Sequoia families
- employs high quality and caring staff who are screened and well trained
- is an on-site program, with no need to worry about transportation

I certify that all of the information I have provided on this form is true, accurate, and complete information to the best of my knowledge. I understand that the information provided will be used in consideration of scholarship, that SHS may verify the information provided and that the deliberate misrepresentation of any information will be grounds for the denial of my application.

Parent Signature: Date:	
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Exhibit C



PARENT PERMISSION AND RELEASE AND STUDENT INFORMATION

OAKLAND UNIFIED SCHOOL DISTRICT
ASES and/or 21st CENTURY ELEMENTARY & MIDDLE SCHOOL AFTER SCHOOL PROGRAMS

I give my child permission to partic School Program.	ipate in the 2018-19 _			
Name of School:				
Student's Name			Grade	Date of Birth
Parent/Guardian Name (Please print)	Signature			oday's Date
Home Address	City		Zip	
Home Phone	Work Phone	Cell Phor		
EMERGENCY CONTACT INFO	DRMATION			
Name	Relationship		Phone: w	ork/home/cell
Name	Relationship		Phone: w	ork/home/cell
Does your child have health coverage?	? Yes	No)	
Name of Medical Insurance	Policy/ Insurance #	Prima	ry Insured'	s Name
	to furnish and/or obtain	ı emergency ı	nedical tre	atment which may
I authorize After School Program Staff necessary for my child during the Afte	er School Program.			

RELEASE OF LIABILITY

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

V	
Parent/Guardian Signature	Date

AFTER SCHOOL PROGRAM ATTENDANCE POLICIES

I understand that my child is expected to participate fully in the after school program:

- Elementary School students are expected to participate in the after school program every day until 6pm, for a total of 15 hours per week.
- Middle School students are expected to participate in the after school program at least 3 days per week until 6pm, for a minimum total of 9 hours per week of participation.

I understand that eligible students who are able to fulfill these attendance requirements have priority for enrollment and that if my child cannot fully participate, my child may lose his/her spot in the program.

I understand that my child (in 2nd grade or higher) must sign in to program daily and my child (applicable to high school students) or his/her parent/guardian must sign out of program daily.

STUDENT RELEASE/ PICK UP POLICY

As parent/guardian, I understand that the After School Program will begin immediately after school is out and will end by 6:00 p.m. Students will not be released to go home from the After School Program until they are signed out by the parent/guardian or one of the individuals listed below unless parent/guardian has completed and returned a Waiver of Pick Up Policy:

 ✓	
Parent/Guardian Signature	Date
When I am unable to pick my child up, I g	ive After School Program staff permission to release my child to:
Name/Relationship	Phone Numbers: Home/Work/Cell
Name/Relationship	Phone Numbers: Home/Work/Cell

REMEMBER: Please pick up your child on time at the end of stated program closure. If students are not picked up by the end of program, After School Program staff may be required to contact Child Protective Services or law enforcement. Please note: Three instances of tardiness in picking up your child will result in his/her dismissal from the program.

PERMISSION TO EVALUATE PROGRAMS AND TRACK STUDENT PROGRESS For the 2018-2019 school year, I give consent to Oakland Unified School District to disclose to After School Program Staff my child's confidential academic data (test scores, report cards, attendance, and other performance indices), and input my child's data into the database created for afterschool programs for the sole purpose of providing targeted support and academic instruction and assessing the academic effectiveness of the After School Program. I also give permission for After School Program staff to monitor my student's progress and to request my child to voluntarily participate in evaluation surveys for the purpose of determining program effectiveness. I understand that consent to disclose information and evaluate programs is not a requirement to participate in the after-school program and that I can withdraw this consent at any time by notifying the After School Program and the OUSD After School Programs office in writing. Parent/Guardian/Caretaker Signature

Date

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

V		
Parent/Guardian Signature	Date	

demands, damages, and liabilities arising out of or use of the recording.

SPECIAL NOTE REGARDING PROGRAM FEES

Some After School Programs may charge fees on a sliding scale in order to serve more students and provide more services. Programs that charge family fees will waive or reduce the cost of these fees for students who are eligible for free or reduced-priced meals. Programs cannot charge a fee if the child is a homeless youth, as defined by the federal McKinney-Vento Homeless Assistance Act (42 U.S.C. Sec.1143a), newcomers (refugee, asylee, and unaccompanied minor), or if the child is in foster care. No eligible student will be denied enrollment due to a family's inability to pay program fees.

EARLY RELEASE WAIVER (OPTIONAL)

ELEMENTARY AND MIDDLE SCHOOL STUDENTS

- Elementary School students are expected to participate in the after school program every day until 6pm, for a total of 15 hours per week.
- Middle School students are expected to participate in the after school program at least 3 days per week until 6pm, for a minimum total of 9 hours per week of participation.

Eligible students who are able to fulfill these attendance requirements daily 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 EmergencyPersonal Family Circumstance
Medical appointment
☐ Transportation
☐ Community safety
Child accident
Other conditions, as deemed appropriate
School Site:
Name of Program:
Name of Student:
Grade:
I request early release of my child from the After School Program at o'clock p.m. (Please check reason)
I am concerned for my child's safety in returning home by him/herself after dark.
□ I am unavailable to pick my child up after this time.
□ Other:
I hereby release and discharge the Oakland Unified School District and its officers, employees, agents and volunteers from all claims for injury, illness, death, loss or damage arising from my child's early release from the After School Program.
Parent/Guardian Signature Date
After School MOU for Elementary and Middle Schools, 2018-201, page 22 of 37 Rev. 5/15/2018
2 mass 3 mass for Elementary and wilddle Schools, 2018-201, page 22 of 37 Rev. 5/15/2018

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

FO	R STUDENTS AGES12 (?) AND OLDER ONLY
Sch	nool Site:
Na	me of Program:Name of Student:
Gra	nde:
Dat	te of Birth of Student:
lf I	arrive later than the dismissal time or am unable to pick up my child at the end of the After School Program:
	I give the After School Program staff permission to release my child from the After School Program without supervision.
rroi	reby release and discharge the Oakland Unified School District and its officers, employees, agents, and volunteers in all claims for injury, illness, death, loss or damage arising from the release of my child without supervision if I we later than dismissal time or am unable to pick up my child at the end of the After School Program day.
	Parent/Guardian/Caretaker Signature Date

After School Programs, 2018-19

SCHOOL SITE:	
STUDENT HEALTH FORM STUDENT INFORMATION Student's Name	Date of Birth
Grade in 2018-19	Language spoken in the home
Student's Home Address	
Phone (home)	
Parent/Guardian Cell # Parent	:/Guardian Work #
Name of Child's Doctor Telep	phone
EMERGENCY In case of emergency, please contact:	
Name: Re	lationship to student:
Phone Number:	
HEALTH Please check if your child has any of these Heal	th Conditions and requires management after school:
HEALTH CONDITION	MEDICATION
Severe Allergy to:	□ Student has EpiPen® at school
□ Asthma	☐ Student has inhaler at school
□ Diabetes	☐ Student has medication at school
□ Seizures	☐ Student has medication at school
□ Sickle Cell Anemia	☐ Student has medication at school
□ Cystic Fibrosis	☐ Student has medication at school
Other conditions:	□ Student has medication at school
Medical History that may be of importance	
List any Allergies:	
Medications needed during the school day:	
Medications needed after school hours:	
_ After School MOU for Elementary ar	nd Middle Schools, 2018-201, page 24 of 37 Rev. 5/15/2018

SPECIAL INSTRUCTIONS

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 Program staff to administer medication that my child may require during the After School Program.

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

Date:	Parent/Guardian Signature:	_
Print Name:		
Does your child have vis	ion problems?	
Have you ever been not	ified that your child has difficulty seeing?	
Is your child supposed to	o wear glasses?	

Please return this form immediately to the After School Program. Thank you!

Exhibit D

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

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

Contact Information:	and by the 1 day of the	
Name of Contact Person	Lead Agency Name Email	
Telephone	Fax	
The following Field Trips, Off Site Even Program will occur during:	ts and Off Site Activities for the	After School
 ☐ Fall Semester- August 21, 2018 t ☐ Spring Semester- January 22, 20 ☐ Summer Program (Specify dates: 	19 to June 7, 2019	
Name of Field Trip, Off Site Event, and/or Off Site Activities	Date(s)	Time(s)
Site Coordinator Signature	Date	
ead Agency Director Signature		
Site Administrator Signature		

Exhibit E

EAST BAY REGIONAL PARK DISTRICT

WAIVER AND RELEASE OF LIABILITY AND INDEMNITY AGREEMENT

Waiver and Release of Liability. In consideration of being allowed to use and participate in activities at East Bay Regional Park District's facilities, including but not limited to its pools, lakes, shorelines and swirmming 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 Name (Print)		_
Name of Custodial Parent or Guardian (if Participant is under 18	3):	
Signature: Participant Signature (if over 18) or Custodial Parent or Guardian S	Date:	
	EBRPD Waiver - S	wim Use
		Rev. 3/09

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

— — — — — — — — — — — — — — — — — — —				
RELEASE OF LIABILITY AND ASSUMPTION OF RISK				
In exchange for being permitted to participate or equipment and facilities, I agree to release, indem ("OUSD"),	inify and dischard	10 Oakland Unified Cohool District		
 I am familiar with the Middle School Sports and my child will follow them. I understand or equipment carries inherent risks which of coaches or other care taken to avoid injury responsible for loss, damage, illness, or inj of the facilities or equipment or participation offered after school and on designated week 	I that the recreat cannot be elimina I. I understand th ury, or death, to on in the Middle S	ional activities or use of the facilities ted regardless of the presence of at OUSD and are not person or property as a result of use chool Sports League activities		
 As parent/guardian, I certify that my child the Middle School Sports League activities otherwise by a qualified medical person. I a Sports League staff to furnish and/or obtain necessary for me or my child during Middle parent/guardian agree to pay all costs asso participant as provided by law. 	and that parent/g authorize OUSD, n emergency med s School Sports Le	juardians have not been advised, or Middle School dical treatment which may be		
3. As parent/guardian, I have reviewed the so and understand that weather permitting the after school and on designated weekend da understand that they are responsible for tra children promptly at the end of the program supervision for children after the Middle Scl	e Middle School S ys of each month ansporting their c n and that there i	ports League activities generally run as scheduled. Parent/Guardians hild/children and picking up their		
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 hurt or property damaged in connection with Middl have waived my or my child/ward's right to maintarespective agents, directors, and employees and I	le School Sports I ain a lawsuit agair	eague activities, I may be found to		
SIGNATURE	r age of 18)	Today's Date		
Participant Name (print)	Grade	Date of Birth		
School (COMPLETE INFORMATION ON B	OTH SIDES)			

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





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.

	Ager	icy Information	15,145
Agency Name Billing Period		Agency's Contact Person Contact Phone #	
Employee, Agent, or	ATI#	Current TB Clearance IA Requirement	

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



PROCEDURE FOR INVOICING Oakland Unified School District Comprehensive After School Programs 2018-2019

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 <u>on your organization's letterhead</u>. 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, Agency, Site Coordinator, 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 in the After School Programs Office by 5:00 p.m. on the 10th of the following month. This is not a steadfast rule; for example, the invoice for November 1-30th is due in our office on the 9th of December (the 10th is a Saturday). Invoices that are submitted after the due dates listed below will be processed the following monthly invoicing period.</u>

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, 2018	August 25, 2018				
September 8, 2018	September 22, 2018				
October 10, 2018	October 24, 2018				
November 9, 2018	November 21, 2018				
December 8, 2018	December 21, 2018				
January 10, 2019	January 25, 2019				
February 9, 2019	February 27, 2019				
March 9, 2019	March 23, 2019				
April 10, 2019	April 25, 2019				
May 10, 2019	May 23, 2019				
June 7, 2019 for May invoices	June 22, 2019				
June 15, 2019 for Final Billing	TBD				

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



PROCEDURES for PAID INSERVICE/EXTENDED CONTRACTS and TIME SHEETS OUSD CERTIFICATED TEACHERS 2018-2019

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

Paying OUSD Certificated Employees (Teachers)

- Academic Liaisons should submit a Paid Inservice form and Extended Contract teachers should submit
 a "Request for Extended Contract" IN ADVANCE to approve all projected work to be completed, using
 appropriate Budget Org Key (Object Code usually -1120 or -1122)
- ◆ The FIRST submission of the Paid Inservice/Extended Contract paperwork must be accompanied by a timesheet in order to be processed by OUSD Payroll. No payment will be rendered until timesheets are submitted to our office.
- Have Employee sign Extended Contract & ALL Time Sheets
- ♦ Have Principal approve and sign Paid Inservice/Extended Contract & ALL Time Sheets
- Please be sure to submit ORIGINALS of all documents
- Please use only ONE SIDED Time Sheets
- ◆ Deliver to OUSD After School Programs Office All 21st Century and/or ASES Paid Inserivce/Extended Contracts and Time Sheets <u>must be submitted to the OUSD After School Programs</u> Office in order to be processed and paid. We are located at 1000 Broadway, Suite 150.
- ◆ Union Contract rate for teachers is \$26.61/hr.
- ◆ <u>Union Contract rate for Academic Liaisons is \$34.67/hr.</u>
- 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, 2018	October 20, 2018				
October 16, 2018	November 22, 2018				
November 15, 2018	December 22, 2018				
December 15, 2018	January 22, 2019				
January 12, 2018	February 22, 2019				
February 15, 2019	March 22, 2019				
March 15, 2019	April 20, 2019				
April 16, 2019	May 22, 2019				
May 15, 2019	June 22, 2019				
June 7, 2019	June 29, 2019				

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



PROCEDURES for EXTENDED TIME and/or OVERTIME FORMS (ET/OT) for OUSD CLASSIFIED EMPLOYEES 2018-2019

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, 2018	September 29, 2018				
September 29, 2018	October 12, 2018				
October 12, 2018	October 31, 2018				
October 31, 2018	November 15, 2018				
November 15, 2018	November 30, 2018				
November 30, 2018	December 15, 2018				
December 15, 2018	December 29, 2018				
December 22, 2018	January 12, 2019				
January 12, 2019	January 31, 2019				
January 31, 2019	February 15, 2019				
February 15, 2019	February 28, 2019				
February 28, 2019	March 15, 2019				
March 15, 2019	March 29, 2019				
March 29, 2019	April 14, 2019				
April 13, 2019	April 30, 2019				
April 30, 2019	May 15, 2019				
May 15, 2019	May 31, 2019				
May 31, 2019	June 15, 2019				
June 7, 2019	June 29, 2019				

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

Exhibit H

Certificates of Insurance and Additional Insured Endorsement

INSERT HERE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/31/2017

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 Lynda Reynolds-Brown PRODUCER PHONE (A/C, No, Ext): E-MAIL ADDRESS: Cook, Disharoon & Greathouse, Inc. (510) 437-1900 (510) 437-1979 FAX (A/C, No); 1942 Embarcadero lbrown@cdginsurance.com **INSURER(S) AFFORDING COVERAGE** KAIC # Oakland CA 94606 Nonprofits Insurance Alliance INSURER A : INSURED INSURER B East Bay Agency for Children INSURER C: 303 Van Buren Avenue INSURER D : INSURER E : Oakland CA 94610 INSURER F: CL17103007435 **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. ADDL|SUBR POLICY EFF (MM/DD/YYYY) POLICY EXP (MM/DD/YYYY) INSR LTR TYPE OF INSURANCE POLICY NUMBER LIMITS INSD WVD COMMERCIAL GENERAL LIABILITY 1,000,000 EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) CLAIMS-MADE | X OCCUR 500,000 20,000 MED EXP (Any one person) Α 201708866NPO 11/14/2017 11/14/2018 1,000,000 PERSONAL & ADV INJURY Ŕ 3,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: GENERAL AGGREGATE PRO-JECT 3,000,000 X LOC POLICY PRODUCTS - COMP/OP AGG OTHER: Professional Liab - Agg \$ 3,000,000 COMBINED SINGLE LIMIT AUTOMOBILE LIABILITY \$ 1,000,000 ANY AUTO **BODILY INJURY (Per person)** S OWNED AUTOS ONLY HIRED SCHEDULED 201708866NPO 11/14/2017 11/14/2018 BODILY INJURY (Per accident) \$ AUTOS NON-OWNED AUTOS ONLY PROPERTY DAMAGE (Per accident) AUTOS ONLY \$ UMBRELLA LIAB X OCCUR 1,000,000 EACH OCCURRENCE \$ EXCESS LIAB Α 201708866UMBNPO 11/14/2017 11/14/2018 CLAIMS-MADE 1.000.000 AGGREGATE RETENTION \$ DED S WORKERS COMPENSATION STATUTE AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE E.L. EACH ACCIDENT N/A OFFICER/MEMBER EXCLUDED? (Mandatory in NH) E.L. DISEASE - EA EMPLOYEE if yes, describe under DESCRIPTION OF OPERATIONS below E.L. DISEASE - POLICY LIMIT \$1,000,000 Each Claim & Aggregate Improper Sexual Conduct 201708866NPO 11/14/2017 11/14/2018 Each Claim & Aggregate

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

Per Acord guidelines, please refer to 2nd page COMMENTS/REMARKS section for Additional Insured and special endorsement information.

CERTIFICATE HOLDER		CANCELLATION
Oakland Unified School District Attn:Risk Manage	ement	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
,,		AUTHORIZED REPRESENTATIVE
Oakland	CA 94607	Synata L. Keynolds Brown

\$1,000,000

Liquor Liability

COMMENTS/REMARKS

_				
	Oakland Unified School Additional Insured per	. District, its office the attached police	ers employees, volunte	eers or agents are rovided it is required in a sured.
	written contract betwe	en the Named Insured	l and the Additional Ir	isured.
				İ
				ļ.

COPYRIGHT 2000, AMS SERVICES INC.

COMMERCIAL GENERAL LIABILITY

CG 20 26 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

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

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

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

However:

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

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

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

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

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

Exhibit I

Statement of Qualifications

INSERT HERE



Trauma and social disparities inhibit, impede, and sometime preclude well-being in children, youth and families. Children can't learn when distracted by emotional or behavioral challenges they are ill-equipped to handle.

Nor can families thrive when they struggle to secure food, shelter and medical care.

East Bay Agency for Children focuses on interrupting the cycles that perpetuate adverse childhood experiences.

Children have a strong ability to overcome exposure to adversity if they and their families are given guidance and tools to build resilience and aid in recovery.

At East Bay Agency for Children, we work every day so children and families impacted by trauma can ultimately reach their full potential.

"I finally feel like someone understands what I am going through and is willing to help me help my son."

GET INVOLVED

Join us in bringing hope to struggling children and families. Volunteer, donate or advocate. A gift of your time, treasure or talent can build a brighter future for a child!





Administrative Office

303 Van Buren Ave Oakland, CA 94610 510-268-3770

For more information: 510.268.3770 Info@ebac.org



Agency Overview





Reducing the Impact of Trauma and Social Inequities

STRENGTHENING CHILDREN'S SOCIAL-EMOTIONAL HEALTH. TODAY, OUR COMPREHENSIVE CONTINUUM SEGUN IN 1952, EAST BAY AGENCY FOR CHILDREN CONTINUES TO REA BAY AREA LEADER IN OF SERVICES POSITIVELY IMPACT THOUSANDS OF CHILDREN AND FAMILIES ANNUALLY.

School-based Therapeutic Intervention

Children can act out or become withdrawn as a result of emotional triggers they don't understand and can't control. Often these behaviors result from adverse childhood experiences such as abuse or neglect; separation from a love one by death, incarceration or deportation; or the stress of living in poverty or in neighborhoods or homes impacted by violence.

Every year, East Bay Agency for Children delivers school-based treatment to support healing and building resilience in over 1,000 Alameda County children impacted by trauma.

Frauma Transformed

Trauma Transformed is the only regional center and clearinghouse serving the entire Bay Area to promote traumainformed systems.

Trauma Transformed provides trainings and policy guidance to systems of care professionals and organizations, building awareness and knowledge of trauma to reduce the re-traumatization of youth and families and the professionals who serve them. TraumaTransformed.org

Family and Community Wellness

A strong and stable family is critical to a child's long-term wellness. East Bay Agency for Children delivers services that foster family engagement and strengthen over 10,000 families and children annually. Our services:

- Enhance student achievement through quality afterschool and parent-child school readiness programs
- © connect vulnerable children and families to health insurance, dental care, food programs and other safety net and social services
- Train children and adults how to protect against child assault, abuse and neglect
- Strengthen the well-being of children, families, and school communities experiencing loss, grief, life threatening illness, trauma, and violence

Service Strategies

Our programs and services incorporate one or more of these three key strategies

- Build Resilience
- Aid Recovery
- Prevent exposure to trauma

Missin

East Bay Agency for Children's mission is to improve the well-being of children, youth and families by reducing the impact of trauma and social inequities.

We support children and families who are disproportionately impacted by poverty, violence, marginalization, loss of loved ones, or other forms of trauma.

To best serve our client's needs, our comprehensive services are trauma-informed, culturally relevant, linguistically appropriate, and primarily located on school campuses where children and families already congregate.

Outcomes

East Bay Agency for Children's staff work diligently to produce these desired and life changing results:

- Children face less emotional and physical risk
 - Children and families in all neighborhoods from diverse racial and ethnic backgrounds are healthier because they have affordable health insurance, food assistance and other public benefits they need
- Children exposed to trauma can heal, and they are better able to withstand exposure to future adversity





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

As set forth in I	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 emp	loyers, 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.
- 5. <u>Workers Compensation Liability Insurance.</u> As required by California and federal law, each employer shall maintain workers compensation liability insurance for Employee's behalf for the employment position for which EMPLOYEE is employed by each of them.
- 6. 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.

□ President, Board of Education	
□ Superintendent or Designee	
Secretary, Board of Education	
AGENCY	
EMPLOYEE	
EMPLOYEE	

OAKLAND UNIFIED SCHOOL DISTRICT



east bay agency for children

April 26, 2018

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

To Whom It May Concern:

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

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

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

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

Sincerely.

Kevin Darby

Associate Director of Human Resources & Operations

East Bay Agency for Children

303 Van Buren Avenue Oakland, CA 94610

Oakland, CA 94610 510-268-3770 x1116

kevin.darby@ebac.org

ADMINISTRATIVE OFFICES

303 Van Buren Avenue Oakland, CA 94610 Ph: 510.268.3770 Fe: 510.268.1073 www.EBAC.org

SERVICES

School-Based Behavioral Health Schoolbased therapy

Intensive Behavioral Health
Counseling and intensive
counseling enriched classrooms
Therapeutic nursery school
Youth empowement services

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

Trauma Informed Collaborative T² regional trauma center

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Leah Hughes
Joanne Karchmer
Rhonda Morris
Nate Oubre
Tim Sommer
Natalie Van Tassel

CHIEF EXECUTIVE OFFICER
losh Leonard

Please Remember EBAC in Your Will



MEMORANDUM OF UNDERSTANDING ROUTING FORM 2017-2018

Basic Directions

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

- 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.

104 53 25			Agency	Information				
Agency Name	East Bay Agency for Children		Agency's Contact Person	Josh Leonard	Josh Leonard			
Street Address	303 Van Bure	303 Van Buren Ave			Chief Executive C	Chief Executive Officer		
City	Oakland			Telephone	510-268-3770			
State	CA :	Zip Code	94610	Email	josh.leonard@eb	ac.org		
OUSD Vendor No	ımber \	/001647						
Attachments	Statement	of qualificat anning Too	ions I and Budget	pear on the Exclude	e d Parties List. (www.sam.g	ov/portal/public/Sam/)		
	Com	pensation	and Terms – M	lust be within OUS	D Billing Guidelines			
Anticipated Start Date	August 1, 2	018 Da	te work will end	July 31, 2019	Total Contract Amount	\$ 103,118.00		

	Cor	mpensation and	i Terms – M	ist be within OU:	SD Billing Gr	ridelines			
Anticipated Start Date	August 1,	2018 Date w	ork will end	July 31, 2019	Total Contr	Total Contract Amount		\$ 103,118.00	
			Budget	Information					
Resource #	Resource N	ame	arne Org Key #		Object Code	Amount		Req.#	
6010	ASES				5825	\$ 103,118.0	0		
					5825	\$			
					5825	\$			
					5825	\$			
	, , , , , ,	OU	SD Contract (Originator Informa	ition				
Name of OUSD Con	ntact	Donald Bertolo		Email		donald.bertolo		@ousd.org	
Telephone 510-531-6696			Fax	510-531-661	1				
Site/Dept. Name 151/Sequola Eler		151/Sequoia Elem	entary School Enrollment Grades		ides	1	through	5th	
	I NEW	Approva	and Routing	(in order of appro	oval steps)				
Services cannot be pro services were not prov OUSD Adminis	ided before a Po	O was issued.		ase Order is issued.				knowledge	
Please sign under the	appropriate colu	ımn.		Approved		Denied - Reas	son	Date	
Site Administrator		Duch		V++	-				
2. Resource Manager		40-					5-31-18		
3. Network Superintendent/Deputy Chief/Exec Dir.		along to more JM		Markin	a di di		5311V		
4. Cabinet (CAO, SI	BO, CFO)			Sauce 1	70.0			615/18	
5. Board of Education	on or Superinte	endent			~				
Procurement	Date Received		1						

SAM Search Results List of records matching your search for:

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

EAST BAY AGENCY FOR CHILDREN ENTITY

Status:Active

DUNS: 070159215

+4:

CAGE Code: 34ZD6

DoDAAC:

Expiration Date: Apr 17, 2019 Has Active Exclusion?: No

Debt Subject to Offset?: No

Address: 303 VAN BUREN AVE

City: OAKLAND

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

ZIP Code: 94610-4340