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**OAKLAND UNIFIED
SCHOOL DISTRICT**

Community Schools, Thriving Students

Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent

Board Meeting Date 8/8/18
(To be completed by Procurement)

Subject Memorandum of Understanding - East Bay Asian Youth Center (contractor) - 118/Garfield Elementary School (site/department)

Action Requested Approval by the Board of Education of the Memorandum of Understanding between the District and East Bay Asian Youth Center. Services to be primarily provided to 118/Garfield 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 Asian Youth Center, 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 Garfield Elementary School's comprehensive After School Program, for the period of August 1, 2018 through July 31, 2019, in an amount not to exceed \$207,826.00.

Recommendation Approval by the Board of Education of a Memorandum of Understanding between the District and East Bay Asian Youth Center for the latter to provide Arts, Recreation, Leadership and Family Literary activities in its capacity as a Comprehensive After School Program Lead Agency at Garfield 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 \$207,826.00.

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. 18-1377

Department: After School Program, Garfield Elementary School

Vendor Name: East Bay Asian Youth Center, Oakland, CA

Contract Term: Start Date: 8/1/2018 End Date: 7/31/2019

Annual Cost: \$ 207,826.00

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

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.

2) Please check the competitive bid exception relied upon:

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

**After School Template for Elementary and Middle Schools
Memorandum of Understanding 2018-2019
Between Oakland Unified School District and
East Bay Asian Youth Center**

1. **Intent.** This Memorandum of Understanding ("MOU") establishes the Oakland Unified School District's ("OUSD") intent, contingent upon OUSD's receipt of California Department of Education and/or U.S. Department of Education after school grant funds, to contract with East Bay Asian Youth Center ("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 118/Garfield 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 East Bay Asian Youth Center is \$ 207,826.00.** 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 ASEP and 21st CCLC grants shall be based on actual student attendance rates (\$8.19 a day per student through ASEP 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 ASEP and \$7.50 a day for 21st CCLC per student. Documentation of attendance must be submitted through the OUSD/OFY attendance systems in order for invoices for payment of services for the ASEP 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 ASEP, 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 ASEP 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 ASEP and 21st Century grants within the grant-mandated allowable 15% for total indirect/administrative costs. The agency administrative fees charged to the ASEP 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 ASEP 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 ASEP 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 \$ 207,826.00 in accordance with Exhibit B. **Exhibit B** ("ASEP/21st CCLC Planning 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.

4.7. **Program Fees.** The intent of the ASEP and 21st CCLC programs is to establish local programs that offer academic assistance and enrichment for students in need of such services regardless of their ability to pay. Though it is not against the rules to charge fees for participation in programs, the CA Department of Education discourages it because it could exclude students in need from attending and taking advantage of the after school program. Fees should not create a barrier to participation in the after school program. After school services must be equally accessible to all students targeted for services regardless of their ability to pay. Programs that propose to charge fees may not prohibit any family from participating based on their inability to pay and must offer a sliding scale of fees and scholarships for those who could not otherwise afford to participate. Any income collected from fees must be used to fund program activities specified in the grant application. AGENCY shall do full accounting of fees collected, and documentation shall be kept for 5 years for auditing purposes. If AGENCY decides to charge fees, this decision shall be made collaboratively with the Site Administrator, and AGENCY shall work collaboratively with the Site Administrator and parent leaders to develop an appropriate program fee structure for the school community. AGENCY shall provide the OUSD After School Programs Office with written documentation of the program fee structure prior to charging any program fees, and shall provide OUSD with additional documentation upon request, to ensure grant compliance. 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 118/Garfield Elementary School, will be responsible for operations and management of the ASEP, 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.

5.1.1. **Alignment with Single Plan for Student Achievement (“Site Plan”).** AGENCY will ensure the after school program aligns with OUSD and 118/Garfield Elementary School and objectives to ensure the success of students as articulated in the Site Plan. AGENCY will work in partnership with the school principal to ensure that the program components are aligned with and complement OUSD standards and school site curriculum.

5.1.2. **Continuous Quality Improvement (CQI).** AGENCY must fully engage in continuous quality improvement (CQI) processes and complete the following steps of the CQI cycle each year, and 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.

5.2. **Oversight.** AGENCY will provide oversight, fiscal management, payroll services, technical assistance, and facilitation of collaboration with other service providers. Agency must ensure compliance with ASEP and 21st CCLC funding guideline requirements and follow OUSD after school policies and procedures. This includes compliance with OUSD staffing requirements and policies including No Child Left Behind and other legislative mandates.

5.3. **Enrollment.** AGENCY will enroll K through 5th grade students at 118/Garfield Elementary School , to serve sufficient number of students and run services for a sufficient number of days to earn the full core grant allocation of funding.

5.4. Program Requirements

5.4.1. **Program Hours.** The program shall be offered Monday through Friday, every regular school day annually, commencing immediately upon the conclusion of the regular school day, operating a minimum of 15 hours/week, and until 6:00 pm daily. Instructional activities must include a balance of both academic and enrichment/recreation components.

5.4.2. **Program Days.** The program shall be offered a minimum of 177 - 180 days during the 2018 – 2019 school year. AGENCY will close the ASEP and 21st CCLC program no more than a maximum of 3 days in the 2018-2019 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 ASEP and 21st CCLC grants for students at 118/Garfield Elementary School . AGENCY acknowledges and agrees to provide programming consistent with grant guidelines understanding that:

- **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 118/Garfield 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 118/Garfield 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 duties, including understanding and implementing instructions, understanding health information for students in their group, and responding effectively in the event of an emergency. Trip attendees shall be limited to assigned school or after school program staff, students and authorized chaperones. Guests, including but not limited to friends and other family members, are strictly prohibited absent prior written approval of the after school program coordinator or AGENCY executive director. Before the trip, after school and summer program staff leading trip shall provide any adult chaperones who may accompany the students with clear information regarding their responsibilities. Chaperones shall be assigned a prescribed group of students and shall be responsible for the continuous monitoring of these students' activities. Chaperones shall not consume alcoholic beverages or be under the influence of controlled substances while accompanying and supervising students on a trip.
 - 6.6.4. When a trip is made to a place of business or industry, staff shall arrange for an employee of the host company to serve as conductor.
 - 6.6.5. Adult:Student Ratio is at least 1:10 or higher if swimming or wading or high risk trip. If the trip involves water activities, this ratio shall be revised to ensure closer supervision of elementary grade or younger students, appropriate to their ages. The ratio of adults to students on field trips and excursions shall be reasonable under the circumstances.
 - 6.6.6. Safety requirements have been met (eg: current First aid/CPR training of at least one chaperone, first aid kits, emergency contact and health info, instructions for chaperones, staff and chaperones have cell phones which are charged and available for communication).
- 6.7. **Transportation Requirements:** The 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 ASEP and 21st Century Grants.** For services rendered related to the ASEP and 21st CCLC grants, OUSD shall pay AGENCY, on a monthly basis, for appropriately documented expenses related to the ASEP and 21st CCLC grants, with a cumulative total for 2018-2019 not to exceed \$207,826.00 in accordance with the attached Exhibits to this Memorandum. Invoices for payment of services shall be submitted by the 10th of each month to the OUSD After School Programs Office, utilizing the required OUSD invoicing and staff qualifications form (**Exhibit F**). OUSD will strive to adhere to second Accounts Payable check run per the published schedule of monthly payments if invoices are submitted in accordance with the deadlines and requirements set forth in this section and the accompanying Exhibits.
9. **Ownership of Documents.** AGENCY agrees that, pursuant to California law, it shall maintain program and fiscal documentation for the ASEP and 21st CCLC programs for a minimum of five years. All documents created by AGENCY pursuant to this MOU, including but not limited to reports, designs, schedules, registration packets, early release waivers, and other materials prepared, or in the process of being prepared, for the services to be performed by AGENCY, are and shall be at the time of creation and thereafter the property of OUSD, with all intellectual property rights therein vested in OUSD at the time of creation. OUSD shall be entitled to access to and copies of these materials during the progress of the work. Any such materials in the hands of AGENCY or in the hands of any subcontractor upon completion or termination of the work shall be immediately delivered to OUSD. If any materials are lost, damaged or destroyed before final delivery to OUSD, AGENCY shall replace them at its own expense and AGENCY hereby assumes all risks of loss, damage or destruction of or to such materials. AGENCY may retain a copy of all materials produced under this MOU for its use in its general business activities.
10. **Changes**
 - 10.1. **Agency Changes.** AGENCY may, at any time, by written order, make changes consistent with Section 5 Scope of Work of this MOU. If such changes cause an increase or decrease in the budgeted cost of or the time required for performance of the agreed upon work, an equitable adjustment as mutually agreed shall be made in the limit on compensation as set forth in Section 4 or in the time of required performance as set forth in Section 5.4, or both. In the event that AGENCY encounters any unanticipated conditions or contingencies that may affect the scope of work or services and result in an adjustment in the amount of compensation specified herein, AGENCY shall so advise OUSD immediately upon notice of such condition or contingency. The written notice shall explain the circumstances giving rise to the unforeseen condition or contingency and shall set forth the proposed adjustment in compensation. Such notice shall be given to OUSD prior to the time that AGENCY performs work or services related to the proposed adjustment in compensation. Any and all pertinent changes shall be expressed in a written amendment to this MOU and signed by OUSD prior to AGENCY's implementation of such changes.

10.2. **Changing Legislation.** AGENCY understands that changes in Federal, or state legislation or District policy may impact funding levels, grant requirements, and responsibilities of AGENCY during an academic school year. This MOU may be amended during the 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

Aimee Eng

8/9/18

- President, Board of Education
 State Administrator
 Superintendent

Date

AGENCY

[Signature]

Agency Director Signature

8/15/18

Date

David K. Light, Executive Director

Print Name, Title

J. H. [Signature]

8/9/18

Secretary,
Board of Education

Date

Ande Busfamante

7/9/18

Executive Director
Community Schools and Student Services Dept.

Date

[Signature]

6/11/18

Principal

Date

James W. Martin

7/16/18

Network Superintendent

Date

[Signature]

7/16/18

Chief Academic Officer
Continuous School Improvement

Date

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

MOU template approved by Legal April, 2018

Exhibit A

Attendance Reporting Schedule

| Oakland Unified School District After School Programs Attendance Reporting Schedule | |
|--|--|
| Monthly Attendance Period | Deadline to Input Attendance Data into Cityspan |
| July 1 – July 31, 2018 | August 10, 2018 |
| August 1 - August 30, 2018 | September 8, 2018 |
| September 1-30, 2018 | October 10, 2018 |
| October 1-30, 2018 | November 9, 2018 |
| November 1-30, 2018 | December 8, 2018 |
| December 1-31, 2018 | January 10, 2019 |
| January 1-31, 2019 | February 9, 2019 |
| February 1-28, 2019 | March 9, 2019 |
| March 1-31, 2019 | April 10, 2019 |
| April 1-30, 2019 | May 10, 2019 |
| May 1-31, 2019 | June 8, 2019 |
| June 1-30, 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

| | | | | | | | | |
|---|---|------------|---------------------------|------------------|------------------------------|--------------------|-------------------------|-------------|
| Site Name: Garfield Elementary School | | | | | | | | |
| Site #: 118 | | | | | | | | |
| Average # of students to be served daily (ADA): 167 | % | ASES | Resource 0010 Program 155 | OFCY Match Funds | Program Fees (if applicable) | Other Agency Funds | Other Lead Agency Funds | |
| TOTAL GRANT AWARD | | OUSD | Lead Agency | % | Lead Agency | Lead Agency | OUSD | Lead Agency |
| | | 245,454.30 | | | 90,870.00 | 5,000.00 | 0.00 | 0.00 |

CENTRAL COSTS: INDIRECT, ADMIN, EVAL, PD, CUSTODIAL, SUPPLIES

| | | | | | | | | |
|--|--|------------|--|--|--|--|--|--|
| OUSD Indirect (5%) | | 11,688.30 | | | | | | |
| OUSD ASPO admin, evaluation, and training/technical assistance costs | | 15,293.10 | | | | | | |
| Custodial Staffing and Supplies at 3.5% | | 7,646.55 | | | | | | |
| TOTAL SITE ALLOCATION | | 210,826.35 | | | | | | |

CERTIFICATED PERSONNEL

| | | | | | | | | |
|------|---|--|----------|--|--|--|--|------|
| 1120 | Quality Support Coach/Academic Liaison (REQUIRED) | | 2,500.00 | | | | | 0.00 |
| 1120 | Certificated Teacher Extended Contracts- math or ELA academic intervention (required for MS) | | 0.00 | | | | | 0.00 |
| 1120 | Certificated Teacher Extended Contracts- ELL supports | | | | | | | |
| 1120 | Certificated Teacher Extended Contracts- math or ELA academic intervention (recommended for MS) | | | | | | | 0.00 |
| | Total certificated | | 2,500.00 | | | | | 0.00 |

CLASSIFIED PERSONNEL

| | | | | | | | | |
|------|--|--|------|------|--|--|--|------|
| 2205 | Site Coordinator (list here, if district employee) | | 0.00 | 0.00 | | | | 0.00 |
| 2220 | SSO (optional) | | 0.00 | | | | | 0.00 |
| | | | 0.00 | | | | | |
| | | | 0.00 | | | | | |
| | Total classified | | 0.00 | 0.00 | | | | 0.00 |

BENEFITS

| | | | | | | | | |
|--------|--|--|--------|------|--|--|--|------|
| 3000's | Employee Benefits for Certificated Teachers on Extended Contract (benefits at 20%) | | 500.00 | | | | | |
| 3000's | Employee Benefits for Classified Staff on Extra Time/Overtime (benefits at 22%) | | 0.00 | | | | | |
| 3000's | Employee Benefits for Salaried Employees (benefits at 42%) | | 0.00 | | | | | |
| 3000's | Lead Agency benefits (rate 25%) | | | 0.00 | | | | |
| | Total benefits | | 500.00 | 0.00 | | | | 0.00 |

BOOKS AND SUPPLIES

| | | | | | | | | |
|------|---|--|------|--------|------|------|------|------|
| 4310 | Supplies (OUSD only, except for Summer Supplemental) | | 0.00 | | | | | 0.00 |
| 4310 | Curriculum (OUSD only) | | 0.00 | | | | | 0.00 |
| 5829 | Field Trips | | 0.00 | | | | | 0.00 |
| 4420 | Equipment (OUSD only) | | 0.00 | | | | | 0.00 |
| | Bus tickets for students | | | | | | | |
| | District professional development on district PD days (Bridging the Bay conference, Youth Work Methods trainings) | | | 500.00 | | | | |
| | Total books and supplies | | 0.00 | 500.00 | 0.00 | 0.00 | 0.00 | 0.00 |

CONTRACTED SERVICES

| | | | | | | | | |
|------|--|--|------|-----------|--|--|--|--|
| 5825 | Site Coordinator (list here if CBO staff) 1 staff/\$33.61/H/40H/40W | | 0.00 | 53,781.81 | | | | |
| 5825 | Literacy academic instructors (required for ES) 1 staff/\$20.30/H/25H/37W | | | 18,778.00 | | | | |
| 5825 | Math academic instructors (required for ES) 1 staff/\$20.30/H/25H/37W | | 0.00 | 18,778.00 | | | | |

| | | | | | | | | |
|----------------|---|--|--|-----------|------------|-----------|------|------|
| 5825 | Academic Instructors 5 staff/\$20 3/H/25H/37W | | | 93,888.00 | | | | |
| 5825 | Subcontractors (please list each specific subcontracting agency) | | | 0.00 | | | | |
| 5825 | Academic instructors/Reading Specialists 1 staff/\$20 3/H/18H/29W | | | | | 10,596.00 | | |
| 5825 | STEM instructors (required for middle school) | | | | | | | |
| 5825 | College/career readiness facilitator (recommended for MS) | | | | | | | |
| 5825 | Restorative Justice Lead Facilitator (recommended for 21st Century sites that have a school-day RJ coordinator) | | | 0.00 | | | | |
| 5825 | Family Liaison (recommended for 21st Century sites) | | | | | | | |
| 5825 | Program Director - 1 staff/\$57 75/H/4h/W/40W | | | 9,240.00 | | | | |
| 5825 | Enrichment Coordinator - 1 staff/\$51 60/H/20h/W/40W | | | | | 41,280.00 | | |
| 5825 | Mental Health consultant (optional) | | | 0.00 | | | | |
| 5825 | Staff time to participate in Continuous Quality Improvement trainings and meetings (required) | | | | | | | |
| 5825 | Enrichment Facilitator 1 staff/\$50 00/H/2 30H/34W | | | 7,000.00 | | 7,000.00 | | |
| 5825 | Enrichment Facilitator 1 staff/\$50 00/H/2 30H/34W | | | | | 4,000.00 | | |
| 5825 | Program Activities - purchase enrichment, homework support materials, curriculum, etc - funded by OFCY | | | | | 18,989.00 | | |
| 5825 | | | | | | | | |
| Total services | | | | 0.00 | 201,465.81 | 81,865.00 | 0.00 | 0.00 |

| | | | | | | | | |
|--|--|--|--|--|--|--|------|------|
| IN-KIND DIRECT SERVICES | | | | | | | | |
| | | | | | | | 0.00 | 0.00 |
| | | | | | | | 0.00 | 0.00 |
| Total value of in-kind direct services | | | | | | | 0.00 | 0.00 |

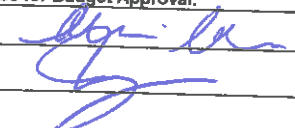
| | | | | | | | | |
|---|---|--|--|----------|--|----------|----------|------|
| LEAD AGENCY ADMINISTRATIVE COSTS | | | | | | | | |
| | Lead Agency admin (4% max of total contracted \$) | | | 5,860.54 | | 9,005.00 | 3,000.00 | 0.00 |

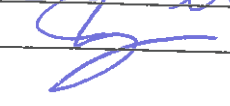
| | | | | | | | | |
|------------------|--------------------------|--|-----------|------------|-----|-----------|----------|------|
| SUBTOTALS | | | | | | | | |
| | Subtotals DIRECT SERVICE | | 6,670.34 | 201,965.81 | ### | 81,865.00 | 0.00 | 0.00 |
| | Subtotals Admin/Indirect | | 30,957.61 | 5,860.54 | ### | 9,005.00 | 3,000.00 | 0.00 |

| | | | | | | | | |
|---------------|--------------------------------------|-----|------------|------------|-----|-----------|----------|------|
| TOTALS | | | | | | | | |
| | Total budgeted per column | | 37,627.95 | 207,826.35 | | 90,870.00 | 3,000.00 | 0.00 |
| | Total BUDGETED | ### | 245,454.30 | | ### | 90,870.00 | 3,000.00 | 0.00 |
| | BALANCE remaining to allocate | | 0.00 | | | | | |
| | TOTAL GRANT AWARD/ALLOCATION TO SITE | | 245,454.30 | | | | | |

| | |
|--|-----------|
| ASES MATCH REQUIREMENT: | |
| ASES requires a 3:1 match for every grant award dollar awarded | |
| Total Match amount required for this grant: | 81,818.10 |
| Facilities count toward 25% of this match requirement: | 20,454.53 |
| Remaining match amount required: | 61,363.58 |
| Match should be met by combined OFCY funds, other site funds, private dollars, and in-kind resources. This total equals: | 0.00 |
| Total Match amount left to meet: | 61,363.58 |

Required Signatures for Budget Approval:

Principal:  Date: 4/11/18

Lead Agency:  Date: 4/11/18



OUSD EXPANDED LEARNING PROGRAMS
After School Program Plan
ELEMENTARY SCHOOLS · 2018-2019

| | |
|--|--|
| School Site Garfield Elementary School | |
| Lead Agency EBAYC | Date April 9, 2018 |
| Name of After School Program EBAYC @ Garfield | After School Site Coordinator Name (if known at this time): Nikita Williams |
| Principal Signature | Lead Agency Signature |

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.*

167 Projected daily attendance for 2018-19 school year program

Program Operations for the 2018-19 school year 08 / 13 / 18 05 / 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.

| | | |
|-----------|-----------|-----------|
| T / B / D | T / B / D | T / B / D |
|-----------|-----------|-----------|

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

58

*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)

The after school program can absorb extra staff hours for the 38 regular minimum days in the school year. However, any additional minimum days are not accounted for in the budget. We would like the school to assist us in developing a strategy to support the after school staff's increased work hours on the additional minimum days. Garfield currently holds 20 additional minimum days which amounts to approximately \$4,690 (20 days at \$234.50 per day - 2 hours x 7 staff x \$16.75 an hour)

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)

The school administration will explore available funds to address the shortfall.

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:

(342 Characters)

EBAYC youth will be able to grow two to three reading level with support from mentor during reading club.
 EBAYC youth will be able to show a increase of 15% in SMI in (2nd to 5th grade) by the end of the school year with students using ST-Math at after school program.

Targeted Populations to Be Served

Which grade levels will you serve in this program? (Check all that apply.)

- TK
- K
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12

| Describe who your program will serve. | Specify how students are selected. | Identify recruitment strategies. |
|---|--|---|
| Homeless youth | OUSD data dashboard | EBAYC coordinator will reach out to school day Teachers and Principal for recommendations, COST recommendations, Family Resource Center recommendations, etc. and conduct individualized outreach to families |
| Foster youth | OUSD data dashboard | EBAYC coordinator will reach out to school day Teachers and Principal for recommendations, COST recommendations, Family Resource Center recommendations, etc. and conduct individualized outreach to families |
| Newcomers INCLUDES REFUGEES/ASYLEES/ UNACCOMPANIED IMMIGRANT YOUTH (UIY) | Reach out to school day ELL coach for student data and OUSD newcomer department. | EBAYC coordinator will reach out to school day Teachers and Principal for recommendations, COST recommendations, Family Resource Center recommendations, etc. and conduct individualized outreach to families |
| Other: | | |

Modifications For High Need Transitional Students

How will you **modify your enrollment and attendance policies** to make your program accessible for foster, homeless, and newcomer students who transition into the school mid-year? (1,150 Characters)

All foster, homeless and newcomer youth are prioritized and enrolled into the after school program. One important system we will follow is the Golden Ticket process as established by OUSD.

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)

In EBAYC we work closely with the school day to ensure our program is supporting academic growth of African American students. We provide personalized support to our scholars by working close with the school day teachers and the student's family to know each student's academic level on the SRI or SMI. We work collaboratively to provide academic support in reading and math. Students are able to access the adaptive learning software during the after school program as they use during the school day.

Students are also able to gain leadership skills in our program by leading different climate builders with other students in the program. Students also practice social-emotional skills in each lesson; Academic Mentors are expected to support the students with the three SEL signature practices. EBAYC staff also support students through the Student Success Team process (SST) so that we know how to support the students who are in our program. We work with the Coordination of Services Team (COST) to ensure we support the families who are in the after school program. With all of the supports in place we hope to see our students grow in each area. Below is a list of services and activities that further support African American scholars:

- *Partnership with the African American Manhood Development program
- *Family reading and math nights
- *Family Literacy nights
- *Cross-grade Buddy systems
- *One to one Guided Level Reading support
- *Coordinating with school day academic parent meetings such as the Academic Parent Teacher Team meetings and Parent Teacher One to Ones
- *ST-Math and Accelerated Reader
- *Weekly Science
- *Showcase/performance for Black History Month
- *OUSD MLK Oratorical fest
- * TALK IT OUT solution-based problem solving, a component of Building Intentional Communities
- *Recognition ceremonies (Reading Awards, Math Awards, Attendance Awards, Leadership Awards)
- *Wide range of sports and enrichment activities
- *Intentional role-model orientation of our staff

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) |
|---|--|---|--|
| <p>By 2020, 85% of 3rd graders will be reading on grade level.</p> | <p>Daily Homework Center: youth are supported in developing critical study skills and completing their homework.</p> | <p>All students, students who are 2 years or more behind on grade level in reading.</p> | <p>85% of youth will complete their homework 95% of the time</p> |
| | <p>Reading case management: Fifteen 2nd graders will be case managed by a Reading Specialist The Reading Specialist will support the student and family in setting reading goals; tracking progress; and coordinating support with the school day program.</p> | <p>2nd Grade students that are multiple years behind.</p> | <p>60% of case managed students will accelerate reading growth to 1.5 year</p> |
| | <p>Weekly Literacy Hour: youth engage in APSO literacy lessons for a hour each week.</p> | <p>Our ELL students that are below grade level and approaching grade level.</p> | <p>Students performing Proficient on the SRI will increase by 15 percentage points</p> |

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)

Social Emotional Skills development is a major priority across all EBAYC elementary after school programs. All Program Directors, Program Assistants and Academic Mentors are expected to know the SEL framework and corresponding learning standards and to embed SEL signature practices in all lessons. As such, we provide specific trainings throughout the year on embedding SEL signature practices in lesson planning, as well as applying the SEL framework to everyday student engagement. When providing coaching and feedback to line staff, Program Directors will include, as a professional development focus, staff capacity and development in providing students with meaningful opportunities to practice SEL skills. In doing so, Directors are mindful in their own SEL development in providing staff this level of coaching and feedback.

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?

- | | |
|---|--|
| <input checked="" type="checkbox"/> COST team (Coordination of Services Team) | <input checked="" type="checkbox"/> School Culture/Climate Committee |
| <input checked="" type="checkbox"/> SST (Student Study Team) | <input checked="" type="checkbox"/> School Safety Committee |
| <input checked="" type="checkbox"/> SSC (School Site Council) | <input checked="" type="checkbox"/> Other |
| <input type="checkbox"/> ILT (Instructional Leadership Team) | Specify: <input type="text"/> |
| <input type="checkbox"/> PTA | |
| <input checked="" type="checkbox"/> Attendance Team/Workgroup | |
| <input type="checkbox"/> SPSA Site Planning team | |

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

(320 Characters)

Street Soccer, UC Berkeley Resident's Hall Association and Nexplore

Describe **how you will collaborate** with the partners listed above.

(320 Characters)

Partnerships are established by fee-for-service contract or in-kind service.

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 | If teachers develop a deep understanding of the common core standards, rigorous reading and writing instruction and differentiated instruction (for ELLs, African American in the number of proficient (ELL, African American, Low Income, newcomer) students on ELA formative and summative assessments (F&P, On Demand Writing, SBAC, SRI). | Our program plans on supporting students with Guided Level Reading built into the Homework Center. Target students will be ELL, African American students and low income students who are multiple years behind and approaching grade level. We will support youth in building and articulating reasoning and supporting arguments. |
| Mathematics | If teachers develop a deep understanding of the mathematical practices, CCMS, differentiated instruction and academic discussion (for ELLs, African American, Low Income, newcomers, students with disabilities,etc), then students will develop prerequisite skills that will lead to conceptual understanding of Common Core). | Students will engage in ST Math for 3.5 hours a week during Homework Center. |
| School Culture and Climate | If staff and teachers are provided Professional Development on school wide PBIS expectations, implement a curriculum that explicitly teaches the SEL competencies, and provide ongoing family engagement opportunities for (ELLs, African American, Low Income, GATE, newcomers, students with disabilities,etc) | Staff will have more scheduled time for enrichment and be able to integrate PBIS and SEL practices. Students will be able to participate in enrichment classes that support with school day culture and climate with sports, nutrition and SEL skill building. |
| Family & Student Engagement | We want to see a 10% increase in parent/ family attendance in our Academic Parent Teacher Team (APTT) Meetings. | We will outreach to families and support with families attending the school day APPT and One to one meetings. |
| Attendance | N/A | |

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

 **AA** PRINCIPAL INITIALS

  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 | Homework center (5 hours a week) | Garfield students will show a 1.5 year increase in SRI. | All ASP students | Garfield students will show a 1.5 year increase in SRI. |
| Literacy Instruction (1 HOUR PER WEEK FOR STUDENTS IN GRADES K-5) | Literacy 1 hour A week | If teachers develop a deep understanding of the common core standards, rigorous reading and writing instruction and differentiated instruction (for ELLs, African American, Low Income, newcomers | All ASP students | Increase by 10 percentage points the percent of students (3rd-5th grade) reading at or above grade level as measured by SRI. Reach goal is 15% increase. |
| Math Instruction (1 HOUR PER WEEK FOR STUDENTS IN GRADES K-5) | ST-Math 30 mins. daily | If teachers develop a deep understanding of the mathematical practices, CCMS, differentiated instruction and academic discussion. | All ASP students | Garfield scholars will build math proficiency, as measured by Garfield scholars completing 75% of the STmath curriculum |
| Other: | | | | |

Quality Support Coach

Describe your **plans to utilize the Quality Support Coach** to support alignment with the school day.(920 Char.) Our coach will help and support our students with reading and math. Our coach will also train the staff 5 times in one year on different reading and math strategies to help support all students. The coach will access and analyze SRI and SMI data and provide strategic direction of academic programs. The coach will conduct observations and coaching sessions and build productive relationships with staff and students. The coach will also ensure that the Site Coordinator is informed of key school day information and scheduling.

SECTION 4: PROGRAM COMPONENTS, continued

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.

| 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 | Targeted Skills (check) | | | | | | | | Identified By (check) | | | |
|---|---|---|-------------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|--------------------------|--------|
| | | | Academic skill dev. | Arts learning | College/Career Readiness | Health & Wellness | Social/Emotional Learning | STEM/Technology | Youth Leadership | Parents | Students | QAP | School | Other: |
| Science 2 hours a week | School need | All ASP students | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | |
| Theater and performance 6 weeks 3 hours a week | QAP and School day | All ASP students will be able to recite a poem, sing, skit or plays | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | |
| Art 3 hours a week | QAP | All ASP students | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | |
| Cooking 3 hours a week | QAP | All ASP student | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | |

SECTION 4: PROGRAM COMPONENTS, continued

Enrichment, continued

| 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 | Targeted Skills (check) | | | | | | | Identified By (check) | | | | |
|---|---|-------------------|-------------------------------------|--------------------------|-------------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|--------------------------|-------------------------------------|-------------------------------------|--------------------------|--------------------------|--------|
| | | | Academic skill dev. | Arts learning | College/Career Readiness | Health & Wellness | Social/Emotional Learning | STEM/Technology | Youth Leadership | Parents | Students | QAP | School | Other: |
| Building Intentional Communities weekly 1 hour a week | QAP | All ASP students | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |



SECTION 4: PROGRAM COMPONENTS, continued

Physical Activity/Recreation

Please **list recreation activities** your program will offer.

| Description of Program/ Activity & Frequency (hrs/week) (140 Characters) | SPSA/QAP goal(s) or school need supported by activity | Target Population | Identified By (check) | | | | |
|---|---|---------------------|-------------------------------------|-------------------------------------|-----|-------------------------------------|--------|
| | | | Parents | Students | QAP | School | Other: |
| Street Soccer | School need | 4th and 5th graders | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | | <input checked="" type="checkbox"/> | |
| Flag Football | School need | 2nd and 3rd graders | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | | <input checked="" type="checkbox"/> | |
| | | | | | | | |
| | | | | | | | |

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:

- Positive Behavioral Intervention and Supports (PBIS)
- 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)

EBAYC staff and students utilize a range of restorative practices and social emotional learning practices. School and lead agency will partner to ensure that the after school program is aligned in supporting these efforts. The goals of the partnership are to transform school culture and climate with planning meetings, sharing ideas, fostering collaborative leadership, and collaborating to sponsor school wide events.

SECTION 4: PROGRAM COMPONENTS, continued

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.

| Type of Activity and Frequency (340 Characters) | 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 |
|---|---|--|---|--|
| Parent Action Team | School Need | Parents and caregivers participate in specific meetings that help them gain leadership skills to support with school wide changes and student needs. | Five EBAYC parent leaders will regularly meet to support program improvement or street safety | This parent body compliments the school day Family Leadership structure by engaging parents as leaders who identify issues and support the school in implementing solutions. |
| Family Learning Nights | School Need | Parents and caregivers participate in specific information-sharing and skill-building activities that help support their child's learning. Activities include: Building Relationships with Your Child's Academic Mentor and Teacher; Understanding the Scholastic Reading Index; Family Mathathon; and Understanding Pathways to College | 80% of participants' parents will attend the Family Nights Support school day family engagement strategy called "Focused Five" | These nights compliment the Focused Five family engagement structure that seeks to develop parent and teacher relationships and parent capacity to support learning at home. |

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 to 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)

1. Based on peer and external observations, we found that a program strength is the indicator Belonging in the Interaction domain: staff provides structured opportunities with the purpose of helping children get to know each other. Cultivating a sense of belonging is focus for our program as we serve one of the most diverse student populations in the district. There are over 22 languages represented at Garfield and many youth are newcomers or English Language Learners. It is critical that we ensure youth feel safe, supported and celebrated for who they are.
2. Based on peer and external observations, we found that a program strength is the indicator Interaction with Adults in the Interaction domain: staff consistently works side by side with children. We identified this area of improvement last year and worked hard to consistently practice and provide peer feedback in doing this. All staff take time to do the very same activity youth are asked to do. We found that interactions between staff and youth are more meaningful; staff have more empathy for what students need in doing complex activities.

What areas did your program identify as **needing improvement**?

(735 Characters)

1. Our staff need to improve in the Planning indicator of the Engagement domain: Staff creates an opportunity for all children to make plans. Staff will be trained and coached in incorporating and facilitating planning time in all enrichment activities. Depending on the enrichment, planning activities can range from 5 to 15 minutes in duration. Staff will use preparation time to share their lessons with each other and provide feedback.
2. Another way we need to improve our capacity to support youth in Planning is for staff to use two or more planning strategies in a session. Staff will "try out" at least 10 different planning strategies in the first 8 weeks of program in the coming year. They will debrief with the Site Coordinator and their peers about how the strategies "landed" with their youth, creating a bank of the most effective strategies to pull from. We hope to see planning become a natural step in each of our sessions and activities, as it gives youth an opportunity to practice critical thinking skills and cooperative learning.

Indicate the priority 2-3 **Youth Work Method Training sessions** that best align with your line staff's professional development needs for 2018-19.

- | | |
|--|---|
| <input type="checkbox"/> Introduction to the Active-Participatory Approach | <input checked="" type="checkbox"/> Planning & Reflection |
| <input type="checkbox"/> Active learning | <input type="checkbox"/> Reframing Conflict |
| <input checked="" type="checkbox"/> Ask-Listen-Encourage | <input type="checkbox"/> Structure and Clear Limits |
| <input checked="" type="checkbox"/> Building Community | <input type="checkbox"/> Youth Voice |
| <input type="checkbox"/> Cooperative Learning | <input type="checkbox"/> Teen Advisory Council |
| <input type="checkbox"/> 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.





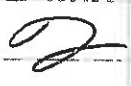


List after school classes/activities that will be facilitated by teachers on extended contract. INCLUDE ANTICIPATED HRS/WK. (1,150 Characters)

N/A

SECTION 7: PROGRAM FEES

Will your after school program **charge program fees** for the 2018-19 school year? Yes No

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 |
|-----------|---|---|
| AA |  | 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. |
| AA |  | 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. |
| AA |  | Our program will publicize the program fee structure in written program materials for parents/guardians. |
| AA |  | 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 . |
| AA |  | Our program will provide receipts to parents/guardians for each payment made. |
| AA |  | 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. |
| AA |  | 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 (i.e., parent letter, parent handbook, etc.).

PRINCIPAL SIGNATURE

LEAD AGENCY SIGNATURE

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.

How will EBAYC Garfield identify and recruit students:

High-needs students are identified in partnership with the school day administration and teams.

How will families be notified:

Letter confirmation, bulletin board and phone calls or face to face contact

| Timeline | After School Enrollment Steps/Process | Individual(s) responsible |
|-------------------------|--|---------------------------|
| March 2018 | Program Enrollment Family Meeting and Interest forms released | EBAYC ASP Director |
| April 2018 | ASP Interest Forms Due | EBAYC ASP Director |
| May 2018 | ASP enrollment and waitlist is determined in accordance with enrollment guidelines | EBAYC ASP Director |
| June 4, 2018 | ASP Enrollment Confirmed and families are notified of enrollment status | EBAYC ASP Director |
| August 2018 | Mandatory Parent Orientation | EBAYC ASP Director |
| August - September 2018 | Any remaining enrollment slots will be filled | EBAYC ASP Director |

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.

EBAYC Tuition Policy 2018-2019
Elementary & Middle School - Summer and After School Programs

Program Tuition: Tuition is assessed uniformly across all elementary and middle school after school programs and summer program. Revenue generated from tuition collection is used to support the operations of these programs.

A tuition payment is due on the stated date on the invoice. The tuition rate applies to all students enrolled in the program, with the exception of sibling discount and/or approved Tuition Reduction form.

EBAYC will continue to accept students under each program's existing enrollment guidelines. A family's ability to pay tuition is not a factor in the acceptance of a student into our programs. We will not turn away any student for their inability to make a payment.

Payment Method: Families have the choice of paying quarterly (every 3 months), or monthly or for the whole year in one payment in cash, check, money order, or credit card. A bounced check will be assessed a \$25 penalty fee. After three bounced checks, families will be required to make payments in cash, money order, or credit card.

Full Year Payment Discount: A \$15 discount is applied if a Full-Year Payment is made in one installment by **October 10, 2018**. This discount does not apply in the Summer Program.

Sibling Discount: The first student pays the full tuition amount and a \$70 discount is applied for each additional sibling enrolled in an EBAYC program. A sibling is defined as each of two or more children, or offspring, having one or both parents/guardians in common - a brother or sister, or any children a parent or guardian is financially liable for. Guardians must show proof of students listed as dependent on the most recent tax return form.

Tuition Reduction: Tuition Reduction forms are reviewed after it has been fully completed and submitted with all required documentations. Families will be notified within fifteen (15) business days of submission. Upon approval of the Tuition Reduction form, parents may either accept the discount or they can appeal the decision, please see your Program Director for the Tuition Reduction Appeal Form. Sibling and \$15 Full-Year Payment Discounts cannot be combined with Tuition Reduction discount; and the greater of the discounts will be applied to your invoice.

Refunds: Prorated refunds will be made as a result of withdrawal or dismissal from the program. A prorated refund will be provided upon receipt of a thirty (30) business days with advance written notice for program withdrawal from parents or guardians. Refunds are only processed during the current school year of withdrawal, or dismissal, in the form of a check. If the check is not cashed in 90 days, or by June 1, it will be forfeited as a donation to EBAYC. Refunds are not available to families who pay in full before submitting an approved Tuition Reduction Form.

Policy Changes: Policies are subject to change. Notifications will be mailed 15 business days prior to effective date.

By signing below, I am stating that I have read, understood, and will comply with the above tuition policy of EBAYC.

Student Name(s)

School Site

X _____
Parent or Guardian Signature

Print Name

____/____/____
Date

2018-19 After School Program Schedule

School Site: Garfield Elementary

Lead Agency: EBAYC

Name of Program: EBAYC @ Garfield Elementary

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

School Day End Time on Minimum Days (according to Bell Schedule): 1:25pm

| Time Block | Monday | Tuesday | Wednesday | Thursday | Friday |
|------------|------------------------------|------------------------------|------------------------------|------------------------------|------------------------------|
| 1:25-1:45 | | | Snack and Sign In | | |
| 1:45-2:00 | | | BIC/Sparks | | |
| 2:00-3:00 | | | Science | | |
| 3:00-3:15 | Snack and Sign In | Snack and Sign In | Exercise Break | Snack and Sign In | Snack and Sign In |
| 3:15-4:15 | Homework Center | Homework Center | Homework Center | Homework Center | BIC |
| 4:15-4:30 | Exercise Break | Exercise Break | Exercise Break | Exercise Break | Exercise Break |
| 4:30-5:30 | Enrichment Club | Enrichment Club | Literacy | Enrichment Club | Science |
| 5:30-6:00 | Supper/ Parent Time | Supper/ Parent Time | Supper/ Parent Time | Supper/ Parent Time | Supper/ Parent Time |
| 6:00 PM | Sign Out and Program Closure | Sign Out and Program Closure | Sign Out and Program Closure | Sign Out and Program 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 2017-18 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 2017-18 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; thus, if the bell schedule ends at 3:15, programs must operate until 6:15.

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



GARFIELD ELEMENTARY SCHOOL

BELL SCHEDULE

(2018-19)

updated 4/9/2018



Free Breakfast served EVERY MORNING in classes

Monday, Tuesday, Thursday, Friday

8:35a – 2:55p

Regular Day SCHEDULE

Morning Recess

9:20 –10:00 Pre-K Recess

10:00 – 10:10 TK and K Recess

10:15 -10:25 Recess 1st and 3rd

10:30 -10:40 Recess 4/5

LUNCH

10:45a - 11:35 Transitional K

10:45a - 11:35 Kinder

11:20 - 12:00 2nd Grade

11:35 - 12:15 1st Grade

11:50 - 12:30 3rd Grade

12:10 - 12:50 4th Grade

12:20 - 1:00 5th Grade

Afternoon Recess

1:10 - 1:40 TK Recess

1:50- 2:05p K Recess

2:05 - 2:15 2nd Recess

2:20 – 2:55 Pre-K Recess (no bell)

2:55p Dismissal

Wednesday

8:35a – 1:25p

Minimum Day SCHEDULE

Morning Recess

9:20 -10:00 Pre-K Recess

9:45 to 9:55- 2nd grade

10:00 – 10:10 TK and K Recess

10:15 -10:25 Recess 1st and 3rd

10:30 -10:40 Recess 4/ 5

LUNCH

10:45 - 11:35 Transitional K

10:45 - 11:35 Kinder

11:20 - 12:00 2nd Grade

11:35 - 12:15 1st Grade

11:50 - 12:30 3rd Grade

12:10 - 12:40 4th Grade

12:20 - 12:50 5th Grade

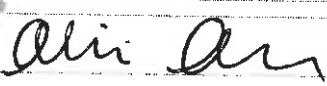
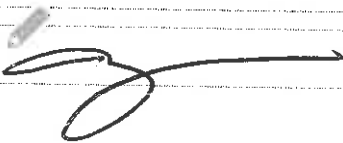
No Afternoon Recess

1:25p Dismissal



K-12

OUSD EXPANDED LEARNING PROGRAMS Partner Assurances & Agreements 2018-2019

| | |
|--|--|
| School Site Garfield Elementary School | |
| Lead Agency EBAYC | Date April 9, 2018 |
| Name of After School Program EBAYC at Garfield | After School Site Coordinator Name (if known at this time): Nikita Williams |
| Principal Signature  | Lead Agency Signature  |

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**, and understand mandated grant compliance elements.
2. Site Administrator and Site Coordinator will **meet at least once monthly** to ensure program is meeting identified goals. *(Bi-weekly check-ins are recommended.)*
3. Site will provide the after school program with appropriate **facilities and resources** in support of program goals, including office space with internet and phone access for the Site Coordinator, and safe storage for program records.
4. Site Administrator will share the **School Site Safety Plan** with the Site Coordinator and discuss appropriate policies and procedures to ensure safety during the after school hours. *(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.

| PRINCIPAL INITIALS | LEAD AGENCY INITIALS |
|---|---|
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |

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

| | PRINCIPAL INITIALS | LEAD AGENCY 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. | AA | |
| 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 . | AA | |
| 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. | AA | |
| 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. | AA | |
| 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. | AA | |
| 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 database, 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. | AA | |
| 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.). | AA | |
| 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). | AA | |


PRINCIPAL SIGNATURE


LEAD AGENCY SIGNATURE

After School Safety and Emergency Planning

1. 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.

EBAYC Site Coordinator and available staff will be included in all trainings regarding lockdown procedures and crisis response. The Principal and designated school day staff will provide ad hoc support.

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. Yes No

Facility Keys

It is critical that the After School Site Coordinator has access to facility keys in order to ensure safety after school should a lockdown or lockout be needed. Will the After School Program **have access to facility keys** for all areas where after school programming occurs? Yes No

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

After School Safety and Emergency Planning, continued

SSO Staffing

Check one:

- Site will utilize after school and/or school day funds to pay Extra time/Over time (ET/OT) for an after school SSO.
- Site does not need an SSO.
- Site does not have the resources to fund an after school SSO.




PRINCIPAL SIGNATURE




LEAD AGENCY SIGNATURE

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

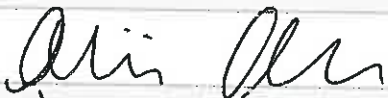
The CQI cycle is intended to be a collaborative process involving program staff, and can include other stakeholders (ie. youth leaders, school partners, parents, other community partners).

CQI: Continuous quality improvement

QAP: Quality action plan

SAPQA: School Age Program Quality Assessment

YPQA: Youth Program Quality Assessment



PRINCIPAL SIGNATURE

Review and mark all commitments:

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

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



LEAD AGENCY SIGNATURE

ADDENDUM #1
COMPLETED BY MIDDLE SCHOOL AFTER SCHOOL PROGRAMS ONLY
Middle School Sports

School Site

Lead Agency

Middle School Athletics

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

Please **identify** the middle school sports activities that your after school program will be offering students this year in partnership with the OUSD Middle School Sports League.

- Co-ed Flag Football
- Girls Cross Country
- Boys Cross Country
- Girls Basketball
- Boys Basketball

- Girls Soccer
- Boys Soccer
- Girls Track and Field
- Boys Track and Field
- Girls Volleyball

- Boys Volleyball
- Other:

PLEASE DESCRIBE:

- I understand that my middle school sports activities will be listed on my 2018-19 program schedule.
- I understand I will submit a Schedule of Field Trips and Off-Campus Activities form each semester, listing my program's after school athletic games and practices.
- I understand that all students participating in middle school sports will complete an OUSD Release of Liability and Assumption of Risk form for Middle School Sports League Activities.
- I understand that individuals providing coaching for middle school sports will need to go through the OUSD coaches hiring process.



PRINCIPAL SIGNATURE



LEAD AGENCY SIGNATURE

ADDENDUM #2
COMPLETED BY HIGH SCHOOL AFTER SCHOOL PROGRAMS ONLY
ASSETs Program Schedule

ASSETs Program Schedule

Must be completed by all programs that receive or have currently applied for ASSETs funding.

Describe your planned programming on weekends, intercession breaks, summer, and other non-school days during the 2018-19 school year. Your plans must match your proposed program budget.

| | |
|--|--|
| Number of non-school days you plan to offer during the 2018-2019 fiscal year (JULY 1, 2018-JUNE 30, 2019) | |
| Dates of Service | |
| Proposed Hours of Operation | |

Description of program activities: *(describe goals of programming, target audience, planned activities, etc.)*



PRINCIPAL SIGNATURE



LEAD AGENCY SIGNATURE

ADDENDUM #3
COMPLETED BY SITES WITH EQUITABLE ACCESS GRANTS ONLY
21st Century and ASSETs Equitable Access

Equitable Access

Must be completed by all programs that receive or have applied for 21st Century Equitable Access funding.

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

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

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



PRINCIPAL SIGNATURE



LEAD AGENCY SIGNATURE

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 participate in the 2018-19 _____ After School Program.

Name of School: _____

Student's Name _____ Grade _____ Date of Birth _____

Parent/Guardian Name (Please print) _____ Signature _____ Today's Date _____

Home Address _____ City _____ Zip _____

Home Phone _____ Work Phone _____ Cell Phone _____

EMERGENCY CONTACT INFORMATION

In case of emergency please contact:

Name _____ Relationship _____ Phone: work/home/cell _____

Name _____ Relationship _____ Phone: work/home/cell _____

Does your child have health coverage? Yes No

Name of Medical Insurance _____ Policy/ Insurance # _____ Primary Insured's Name _____

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

Parent/Guardian Name _____ Signature _____ Date _____

RELEASE OF LIABILITY

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



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



Parent/Guardian Signature

Date

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

School Site: _____

Name of Program: _____

Name of Student: _____

Grade: _____

I request early release of my child from the 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

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

FOR STUDENTS AGES 12 (?) AND OLDER ONLY

School Site: _____

Name of Program: _____ Name of Student: _____

Grade: _____

Date of Birth of Student: _____

If 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.

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 the release of my child without supervision if I arrive 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

AFTER SCHOOL PROGRAM NAME: _____

SCHOOL SITE: _____

STUDENT HEALTH FORM

STUDENT INFORMATION

Student's Name _____ Date of Birth _____

Grade in 2018-19 _____ Language spoken in the home _____

PARENT/GUARDIAN INFORMATION

Parent/Guardian Name (First, Last) _____

Student's Home Address _____

Phone (home) _____

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

Name of Child's Doctor _____ Telephone _____

EMERGENCY

In case of emergency, please contact:

Name: _____ Relationship to student: _____

Phone Number: _____

HEALTH

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

| HEALTH CONDITION | MEDICATION |
|---|---|
| <input type="checkbox"/> Severe Allergy to: _____ | <input type="checkbox"/> Student has EpiPen® at school |
| <input type="checkbox"/> Asthma | <input type="checkbox"/> Student has inhaler at school |
| <input type="checkbox"/> Diabetes | <input type="checkbox"/> Student has medication at school |
| <input type="checkbox"/> Seizures | <input type="checkbox"/> Student has medication at school |
| <input type="checkbox"/> Sickle Cell Anemia | <input type="checkbox"/> Student has medication at school |
| <input type="checkbox"/> Cystic Fibrosis | <input type="checkbox"/> Student has medication at school |
| <input type="checkbox"/> Other conditions: _____ | <input type="checkbox"/> Student has medication at school |

Medical History that may be of importance _____

List any Allergies: _____

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 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 vision problems? _____

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

Is your child supposed to wear glasses? _____

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

Exhibit E

EAST BAY REGIONAL PARK DISTRICT

WAIVER AND RELEASE OF LIABILITY AND INDEMNITY AGREEMENT

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

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

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

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

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

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

Participant Name _____
(Print)

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

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

EBRPD Waiver -- Swim Use

Rev. 3/09

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

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

RELEASE OF LIABILITY AND ASSUMPTION OF RISK

In exchange for being permitted to participate or have my child/ward participate in activities and use equipment and facilities, I agree to release, indemnify and discharge Oakland Unified School District ("OUSD"), _____, and their respective agents, directors and employees on behalf of myself, my spouse/domestic partner, children, heirs, assigns, and estate as described below.

1. I am familiar with the Middle School Sports League Activities and facility rules and agree that I and my child will follow them. I understand that the recreational activities or use of the facilities or equipment carries inherent risks which cannot be eliminated regardless of the presence of coaches or other care taken to avoid injury. I understand that OUSD and _____ are not responsible for loss, damage, illness, or injury, or death, to person or property as a result of use of the facilities or equipment or participation in the Middle School Sports League activities offered after school and on designated weekend days as scheduled.
2. As parent/guardian, I certify that my child is physically fit and medically able to participate in the Middle School Sports League activities and that parent/guardians have not been advised otherwise by a qualified medical person. I authorize OUSD, _____, or Middle School Sports League staff to furnish and/or obtain emergency medical treatment which may be necessary for me or my child during Middle School Sports League activities. Participant and/or parent/guardian agree to pay all costs associated with medical care and transportation for the participant as provided by law.
3. As parent/guardian, I have reviewed the schedule(s) for Middle School Sports League activities and understand that weather permitting the Middle School Sports League activities generally run after school and on designated weekend days of each month as scheduled. Parent/Guardians understand that they are responsible for transporting their child/children and picking up their children promptly at the end of the program and that there is no OUSD or _____ supervision for children after the Middle School Sports League program ends.
4. I agree as an adult participant, or the Parent/Guardian of a minor participant, to grant the right and permission to photograph and/or record me or my child/ward in connection with Middle School Sports League and to use the photograph and/or recording for all purposes.

By signing this document (Release of Liability and Assumption of Risk), I understand that if anyone is hurt or property damaged in connection with Middle School Sports League activities, I may be found to have waived my or my child/ward's right to maintain a lawsuit against OUSD, _____, or their respective agents, directors, and employees and I am voluntarily choosing to participate.

SIGNATURE _____
(Participant or Parent/Legal Guardian if under age of 18)

Today's Date _____

Participant Name (print) _____

Grade _____

Date of Birth _____

School _____

(COMPLETE INFORMATION ON BOTH SIDES)

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

Participant Name (print) _____ Grade _____ Date of Birth _____

School _____

Home Address _____ City _____ Zip _____

Home Phone _____ Work Phone _____ Cell Phone _____ Email Address _____

In case of emergency please contact:

Name _____ Relationship _____ Phone: work/home/cell _____

If the Participant Is A Minor (under age 18):

Print name of Parent or Legal Guardian of Minor _____

Home Address _____ City _____ Zip _____

Home Phone _____ Work Phone _____ Cell Phone _____ Email Address _____

SIGNATURE _____
(Participant or Parent/Legal Guardian if under age of 18)

Today's Date _____

Student Participant Health Conditions

- Severe Allergy to: _____ Student has an Epi-pen at school
- Asthma Student has an inhaler at school
- Diabetes Student has medication at school
- Seizures Student has medication at school
- Sickle Cell Anemia Student has medication at school
- Other condition(s): _____ Student has medication at school

Medications needed during the school day: _____

Medications needed after school hours: _____

Special Instructions: _____

All students with asthma, diabetes, and severe allergies should have emergency medication available to school staff in the event of an asthma attack, low blood sugar, or allergic reaction along with a Severe Allergy/Asthma Action plan signed by you and your doctor. See your School Nurse/Health Services for more information.

Health Insurance Plan Name: _____ Subscriber/Policy No. _____
(COMPLETE INFORMATION ON BOTH SIDES)



**INVOICING AND STAFF QUALIFICATIONS FORM
2018-2019**

Basic Directions

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

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

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

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

Exhibit G (1)



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

The tentative schedule for OUSD payments is anticipated as follows:

| Invoices due to our office by 5:00 pm on: | Accounts Payable checks to be mailed on: |
|--|--|
| August 10, 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.

Exhibit G (2)



**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 Inservice/Extended Contracts and Time Sheets must be submitted to the OUSD After School Programs Office in order to be processed and paid. We are located at 1000 Broadway, Suite 150.
- ◆ **Union Contract rate for teachers is \$26.61/hr.**
- ◆ **Union Contract rate for Academic Liaisons is \$34.67/hr.**
- ◆ Once the Paid In-service form or Request for Extended Contract has been submitted and approved, only timesheets are required to be submitted for subsequent payments.

| Paid In-service/Extended Contract Timesheets Due to After School Programs Office on the following anticipated dates: | OUSD Anticipated Payroll Issue Dates ***Please note: Allow 45 days processing time for the first submission. Future submissions take approximately 5 weeks .*** |
|---|---|
| September 15, 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.

Exhibit G (3)



**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

INSERT HERE



EASTBAY-11

EBRITO

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/04/2018

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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).

| | | |
|--|--|--------|
| PRODUCER License # 0757776 HUB International Insurance Services Inc. P. O. Box 5076 San Ramon, CA 94583 | CONTACT NAME: Lynda Wilfz PHONE (A/C, No, Ext): (925) 415-5152 FAX (A/C, No): (951) 231-2572 E-MAIL ADDRESS: cal.cpu@hubinternational.com | |
| INSURER(S) AFFORDING COVERAGE | | NAIC # |
| INSURER A: Nonprofits' Insurance Alliance of California, Inc. | | |
| INSURER B: Oak River Insurance Company | | 34630 |
| INSURER C: | | |
| INSURER D: | | |
| INSURER E: | | |
| INSURER F: | | |

INSURED
 East Bay Asian Youth Center
 2025 E 12th St
 Oakland, CA 94606

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE | ADDITIONAL INSURED | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|--------------------|---------------|-------------------------|-------------------------|--|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROTECT <input type="checkbox"/> LOC OTHER: | X | 201855188 | 06/01/2018 | 06/01/2019 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 500,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| A | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | | 201855188 | 06/01/2018 | 06/01/2019 | COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 | | 201855188UMB | 06/01/2018 | 06/01/2019 | EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | EAWC909030 | 06/01/2018 | 06/01/2019 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |

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

NONPROFITS INSURANCE ALLIANCE OF CALIFORNIA

Policy Number: 2018-55188 | Effective Dates: 06/01/18 - 06/01/19

Sexual Abuse or Molestation - \$1,000,000 Each Claim / \$2,000,000 Aggregate

Oakland United School District, City of Oakland, its Council members, directors, officers, agents, employees and volunteers are Additional Insured with regard to General Liability when required by written contract, per the attached endorsement CG2026 04/13.

CERTIFICATE HOLDER

CANCELLATION

Oakland United School District
 Attn: Risk Management
 1000 Broadway, Suite 440
 Oakland, CA 94607

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

Samuel R. ...

POLICY NUMBER: 2018-55188
Named Insured: East Bay Asian Youth Center

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:
1. In the performance of your ongoing operations; or
 2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. 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
2. 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



Where young people grow, thrive and lead!

East Bay Asian Youth Center

Statement of Qualification

EBAYC is dedicated to supporting young people to be safe, smart, and socially responsible. EBAYC offers a continuum of integrated services to a diverse membership of youth and families in Oakland. Our goal is to support students to graduate from high school and pursue higher education. EBAYC provides trusted mentors, educational programs and grassroots policy work, so that all youth may realize their aspirations and personal path to success. Over 3,000 youth are served each year through our expanded learning programs and case management services. Our program strategies resulted in higher school attendance rates and lower school suspension rates. Over the course of four decades, EBAYC consistently demonstrates high standards of program quality and performance as indicated by city, county, and school district evaluation.

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

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

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

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

OAKLAND UNIFIED SCHOOL DISTRICT

-
- President, Board of Education
 - Superintendent or Designee

Secretary, Board of Education

AGENCY

EMPLOYEE



Where young people grow, thrive and lead.

April 16th 2018

Martha Pena
Coordinator, After School Programs
Oakland Unified School District
1000 Broadway
Oakland, CA 94610

Dear Ms. Pena,

This letter explains the East Bay Asian Youth Center (EBAYC) policy for tuberculosis testing, fingerprinting and child abuse and neglect reporting.

EBAYC employees are not permitted to come into contact with students at any OUSD school sites until EBAYC receives their negative TB test results, fingerprint clearance and re-arrest records from the State of California - Department of Justice, and from the Federal Bureau of Investigation pursuant to Section 11105.3 of the California Penal Code and Section 15660 of the California Welfare and Institutions Code. No EBAYC employees who have been convicted of a violent or serious felony may come into contact with students.

EBAYC employees fully comply with the California Child Abuse and Neglect Reporting Act guidelines to report suspicions of possible child abuse and neglect to the appropriate reporting agencies.

Sincerely,

Gianna Tran, MSW
Deputy Executive Director
East Bay Asian Youth Center

SAM Search Results
List of records matching your search for :

Search Term : east* bay* asian* youth* center*
Record Status: Active

No Search Results



MEMORANDUM OF UNDERSTANDING ROUTING FORM 2018-2019

Basic Directions

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

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

Agency Information

| | | | | | |
|--------------------|---|----------|-------------------------|--------------------|-----------------|
| Agency Name | East Bay Asian Youth Center | | Agency's Contact Person | David Kakishiba | |
| Street Address | 2025 East 12th Street | | Title | Executive Director | |
| City | Oakland | | Telephone | 510-533-1092 | |
| State | CA | Zip Code | 94606 | Email | junji@ebayc.org |
| OUSD Vendor Number | V012162 | | | | |
| Attachments | <input type="checkbox"/> Proof of general liability and workers' compensation insurance <input type="checkbox"/> Statement of qualifications <input type="checkbox"/> Program Planning Tool and Budget <input checked="" type="checkbox"/> Printout showing this vendor does not appear on the Excluded Parties List. (www.sam.gov/portal/public/Sam/) | | | | |

Compensation and Terms – Must be within OUSD Billing Guidelines

| | | | | | |
|------------------------|----------------|--------------------|---------------|-----------------------|---------------|
| Anticipated Start Date | August 1, 2018 | Date work will end | July 31, 2019 | Total Contract Amount | \$ 207,826.00 |
|------------------------|----------------|--------------------|---------------|-----------------------|---------------|

Budget Information

| Resource # | Resource Name | Org Key # | Object Code | Amount | Req. # |
|------------|---------------|------------|-------------|---------------|--------|
| 6010 | ASES | 1181553401 | 5825 | \$ 207,826.00 | |
| | | | 5825 | \$ | |
| | | | 5825 | \$ | |
| | | | 5825 | \$ | |

OUSD Contract Originator Information

| | | | | |
|----------------------|--------------------------------|-------------------|-------------------------|-----------|
| Name of OUSD Contact | Alicia Arenas | Email | alicia.arenas @ousd.org | |
| Telephone | 510-535-2860 | Fax | 510-535-2861 | |
| Site/Dept. Name | 118/Garfield Elementary School | Enrollment Grades | K | through 5 |

Approval and Routing (in order of approval steps)

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

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

| Please sign under the appropriate column. | Approved | Denied – Reason | Date |
|--|---------------|-----------------|---------|
| 1. Site Administrator | | | 6/11/18 |
| 2. Resource Manager | | | 7/3/18 |
| 3. Network Superintendent/Deputy Chief/Exec Dir. | | | 7/10/18 |
| 4. Cabinet (CAO, SBO, CFO) | | | 7/16/18 |
| 5. Board of Education or Superintendent | | | |
| Procurement | Date Received | | |