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OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Andrea Bustamante, Executive Director, Community Schools & Student Services
Martha Pena, Coordinator, After School Programs

Board Meeting Date June 26, 2019

Subject Memorandum of Understanding
Contractor: YMCA of the East Bay
Services For: West Oakland Middle School

Action Requested and Recommendation

Approval by the Board of Education of Memorandum of Understanding between the District and YMCA of the East Bay, 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 West Oakland Middle School's comprehensive After School Program, for the period of August 1, 2019 through July 31, 2020, in an amount not to exceed $69,663.00.

Background
(Why do we need these services? Why have you selected this vendor?)

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.

This organization has demonstrated experience and capacity in serving in the after school lead agency role. This organization successfully met all of the requirements of OUSD's Request for Qualifications process and has been approved as a qualified lead agency partner by the OUSD Expanded Learning Office.

Competitively Bid Was this contract competitively bid? No
If no, exception:

Fiscal Impact Funding resource(s): 6010/After School Education and Safety (ASES) Grant

Attachments

- Memorandum of Understanding

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

After School Template for Elementary and Middle Schools
Memorandum of Understanding 2019-2020
Between Oakland Unified School District and
YMCA of the East Bay

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 YMCA of the East Bay ("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 204/West Oakland Middle 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, 2019 through July 31, 2020. 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 ASES and 21st CCLC grant award amount for YMCA of the East Bay is $ 69,663.00 . AGENCY shall be entitled to compensation from these funds in accordance with the following terms and conditions:

4.1. **Total Compensation. Subject to the provisions of 4.2 Positive Attendance and the provisions of 4.3 Administrative Fee and subject to AGENCY compliance with MOU requirements, AGENCY shall receive the amount of the grant award less OUSD's administrative fees and other site costs agreed to by the Site Administrator and AGENCY. Penalties may be assessed or payments withheld for non-compliance, including but not limited to MOU requirements, attendance reporting, fiscal invoicing, full participation at OUSD required meetings and trainings and in continuous quality improvement efforts.**

4.2. **Positive Attendance.** Payment for services rendered related to the ASESP and 21st CCLC grants shall be based on actual student attendance rates ($8.19 a day per student through ASESP and $7.50 a day per student through 21st CCLC), not estimates, as those programs are "positive attendance based." OUSD reserves the right to modify the annual core allocation based on reported attendance. In the event that payments made to AGENCY exceed the reported attendance for the Core grant, the AGENCY will return payments to OUSD at the rate of $8.19 a day for ASESP and $7.50 a day for 21st CCLC per student. Documentation of attendance must be submitted through the OUSD/OFCY attendance systems in order for invoices for payment of services for the ASESP and 21st CCLC grants to be processed. Exhibit A ("Attendance Reporting Schedule 2019-2020")

4.2.1. **Reconciliation Process for Positive Attendance Based Grant Funds**. OUSD will adjust the payment of the "positive attendance based" grants based on quarterly review of monthly invoices and attendance for services rendered related to the ASESP, 21ST CCLC (Core Grant) for any adjustments resulting from the reconciliation of the attendance reports for that quarter's months. The attendance reconciliation process will assess the program's performance with respect to the required compliance with the grant mandated attendance rates. Based on the review, financial adjustments of additional payment or additional withholding will be made. Any remaining balance(s) will be forwarded to AGENCY or OUSD. Any adjustment required in excess of the withholding will necessitate additional adjustments to future invoices and payments.

4.2.2. **Administrative Charges and Reconciliation.** Reconciliation process for positive attendance based grants must factor in the subtraction of administrative and other OUSD central charges, as outlined in section 4.3, from any grant amounts earned through attendance (OUSD indirect, custodial, evaluation, and After School Programs Office administrative and training/technical assistance fees).

4.3. **OUSD Administrative Fees.** OUSD shall charge and withhold up to 14% from the overall ASESP and 21st Century grant awards for central indirect, administrative, custodial, evaluation, and direct service training and technical assistance.

4.4. **AGENCY Administrative Fees.** AGENCY understands and agrees that it may not charge more than 4% of the total contract amount as administrative fees and that its administrative fees must be set at an appropriate dollar amount to keep the ASESP and 21st Century grants within the grant-mandated allowable 15% for total indirect/administrative costs. The agency administrative fees charged to the ASESP and 21st CCLC grants must be used for direct administrative costs and cannot be used for agency indirect costs. Direct administrative costs consist of expenditures for administrative activities that provide a direct benefit to the ASESP and 21st CCLC programs. Indirect costs consist of expenditures for administrative activities that are necessary for the general operation of the agency, but that cannot be tied to the ASESP and 21st CCLC programs.

4.5. **Program Budget.** The grant will remain as part of the site budget. Funds will be encumbered from the site budget on behalf of AGENCY for the school year 2019-2020 and will not exceed $\$$ 69,663.00 in accordance with Exhibit B. **Exhibit B** ("ASESP/21st CCLC Planning Tool/Comprehensive After School Program Budget for AGENCY 2019-2020").

4.6. **Modifications to Budget.** Any modifications to the approved grant budget must be approved by OUSD, AGENCY, and CDE before expenditures of funds for modified line items are authorized. Except as expressly set forth herein, OUSD shall not be liable to AGENCY for any costs or expenses paid or incurred by AGENCY in performing services for OUSD. The granting of any payment by

OUSD, or the receipt thereof by AGENCY, shall in no way lessen the liability of AGENCY to correct unsatisfactory work, although the unsatisfactory character of that work may not have been apparent or detected at the time a payment was made. Work, which does not conform to the requirements of this Agreement, may be rejected by OUSD and in that case must be replaced by AGENCY without delay.

4.7. **Program Fees.** The intent of the ASESP and 21st CCLC programs is to establish local programs that offer academic assistance and enrichment for students in need of such services regardless of their ability to pay. Though it is not against the rules to charge fees for participation in programs, the CA Department of Education discourages it because it could exclude students in need from attending and taking advantage of the after school program. Fees should not create a barrier to participation in the after school program. After school services must be equally accessible to all students targeted for services regardless of their ability to pay. Programs that propose to charge fees may not prohibit any family from participating based on their inability to pay and must offer a sliding scale of fees and scholarships for those who could not otherwise afford to participate. Any income collected from fees must be used to fund program activities specified in the grant application. AGENCY shall do full accounting of fees collected, and documentation shall be kept for 5 years for auditing purposes. If AGENCY decides to charge fees, this decision shall be made collaboratively with the Site Administrator, and AGENCY shall work collaboratively with the Site Administrator and parent leaders to develop an appropriate program fee structure for the school community. AGENCY shall provide the OUSD After School Programs Office with written documentation of the program fee structure prior to charging any program fees, and shall provide OUSD with additional documentation upon request, to ensure grant compliance. 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 204/West Oakland Middle School, will be responsible for operations and management of the ASESP, 21st CCLC, OFCY, and private grants contracted to AGENCY by OUSD for fiscal year 2019-2020. 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 204/West Oakland Middle 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 ASESP and 21st CCLC funding guideline requirements and follow OUSD after school policies and procedures. This includes compliance with OUSD staffing requirements and policies including No Child Left Behind and other legislative mandates.

5.3. **Enrollment.** AGENCY will enroll 6th through 8th grade students at 204/West Oakland Middle 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 2019 – 2020 school year. AGENCY will close the ASESP and 21st CCLC program no more than a maximum of 3 days in the 2019-2020 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 ASES and 21st CCLC grants for students at 204/West Oakland Middle 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.** 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 204/West Oakland Middle 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 204/West Oakland Middle School
- OUSD After School Programs Office
- OUSD central administration departments
- Parents/Guardians
- Youth
- Community organizations and public agencies

5.10. **Licenses.** AGENCY shall obtain and keep in force all licenses, permits, and certificates necessary for the performance of this Agreement.

5.11. **Loss of Standing as Qualified Organization**: AGENCY shall insure MOU requirements are met. Failure to do so may result in loss of standing as a qualified organization and/or termination of partnership.

6. **Field Trip Policy. FIELD TRIPS, OFF SITE EVENTS AND OFF SITE ACTIVITIES:**

- AGENCY shall provide each Site Administrator and the OUSD After School Programs Office with a schedule of all after school program field trips and/or off site events and/or off site activities by the first day of each semester, and a schedule of all summer field trips and/or off site events and activities by the first day of the summer program, if AGENCY is providing summer services (**Exhibit D**)
- AGENCY hereby certifies that after school and any summer program staff and/or subcontractors will comply with the following procedures for all field trips, off site events and off site activities:

6.1. **Licenses Permission Slips/Acknowledgement.** Field trip/excursion permission slip must be signed by parent(s)/guardian(s) of all student participants and an acknowledgement must be signed by all adult chaperones both of which shall include the following information:

6.1.1. a full description of the trip and scheduled activities

6.1.2. student/adult participant health information

6.1.3. "**Notice of Waiver of All Claims**: Education Code § 35330 provides that all persons making a field trip or excursion shall be deemed to have waived all claims against any school district, charter school, or the State of California for injury, accident, illness or death occurring during or by reason of the field trip or excursion, regardless of who holds the claims. If the field trip or excursion to which this permission slip applies is out-of-state, I hereby knowingly waive all of my and my daughter's/son's/ward's claims against any school district, charter school, and/or the State of California for injury, accident, illness or death occurring during or by reason of the out-of state field trip or excursion."

6.2. After school and summer program staff or subcontractors leading trip must have a written list of students attending trip.

6.3. No student shall be prevented from making a trip due to lack of sufficient funds.

6.4. After school and summer program staff or subcontractors leading trip shall have a sufficient first aid kit in his or her possession or immediately available. If the trip is conducted in areas known to be infested with poisonous snakes, this first aid kit shall contain medically accepted snakebite remedies.

6.5. **Health Conditions/Medication:** Trip participant health information will be gathered and reviewed in advance of trip and any needed revisions to supervision plan made, including making sure that chaperones understand relevant information (eg food allergies). A plan will be developed to collect, secure, and dispense prescription medications from their original containers only and consistent with physician's instructions.

6.6. **Supervision**

6.6.1. AGENCY Executive Director must review and approve supervision plan.

6.6.2. Trip as structured is appropriate to age, grade level and course of study.

6.6.3. Chaperones are all AGENCY employees or subcontractors, parent(s)/guardian(s), or other authorized chaperones and are 21 or older. After School and Summer Program Coordinators and lead trip staff are satisfied that all chaperones are willing and able to perform required duites, including understanding and implementing instructions, understanding health information for students in their group, and responding effectively in the event of an emergency. Trip attendees shall be limited to assigned school or after school program staff, students and authorized chaperones. Guests, including but not limited to friends and other family members, are strictly prohibited absent prior written approval of the after school program coordinator or AGENCY executive director. Before the trip, after school and summer program staff leading trip shall provide any adult chaperones who may accompany the students with clear information regarding their responsibilities. Chaperones shall be assigned a prescribed group of students and shall be responsible for the continuous monitoring of these students' activities. Chaperones shall not consume alcoholic beverages or be under the influence of controlled substances while accompanying and supervising students on a trip.

6.6.4. When a trip is made to a place of business or industry, staff shall arrange for an employee of the host company to serve as conductor.

6.6.5. Adult:Student Ratio is at least 1:10 or higher if swimming or wading or high risk trip. If the trip involves water activities, this ratio shall be revised to ensure closer supervision of elementary grade or younger students, appropriate to their ages. The ratio of adults to students on field trips and excursions shall be reasonable under the circumstances.

6.6.6. Safety requirements have been met (eg: current First aid/CPR training of at least one chaperone, first aid kits, emergency contact and health info, instructions for chaperones, staff and chaperones have cell phones which are charged and available for communication).

6.7. **Transportation Requirements:** The AGENCY after school and summer program staff or subcontractors shall ensure compliance with all state laws and may transport by the use of AGENCY's own equipment, contract to provide transportation or arrange transportation by the use of other equipment to enrolled after school and summer participants provided that: (A) parent/guardians' written permission has been obtained in advance; (B) After School Program Coordinator and/or Summer Program Coordinator has confirmed that: transportation arrangements are safe and appropriate; (C) all drivers have valid California driver's license; (D) all drivers have received fingerprint clearance; (E) provided that such transport is covered under driver or registered owner's personal automobile insurance or AGENCY automobile liability insurance policy for at least $100,000 per individual and $300,000 per occurrence for liability for bodily injury; and $50,000 per occurrence

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

6.8. AGENCY must have reasonable confirmation that all organizations involved in the trip have demonstrated expertise and exhibit reasonably safe and reputable operating procedures and business practices appropriate to student trips.

6.9. Vendor is licensed to provide all proposed activities.

6.10. All after school program student participants on field trips, off site events or activities must be covered by medical or accident insurance. (See Incident and Injury Reporting and Accident Insurance above.)

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

6.11.1. **Definition of High Risk Activities**

6.11.1.1. Because of concerns about the risk to student safety, the after school program coordinator shall not permit the following activities on campus or during AGENCY sponsored after school or summer program trips, events and activities unless the activity is properly supervised, students wear protective gear as appropriate, and each participant has medical or accident insurance coverage:

- Amusement Parks
- Interscholastic Athletic Activities
- Bicycle riding
- Circus Arts
- Hiking (Moderate to rigorous terrain or length) vs short nature "walks"
- Hang gliding
- Horseback riding
- Ice Skating
- In-line or Roller Skating
- Rock climbing, climbing walls
- Skateboarding or use of non-motorized scooters
- Snow sports of any kind
- Trampoline; Jumpers
- Motorcycling
- Rodeo
- Target Shooting
- Water Activities including but not limited to: swimming, snorkeling, scuba diving, sailing, boating, kayaking, river rafting, water slides, water skiing etc.
- Outdoor active, experiential programs (Ropes course, pulley, etc.)

- Other activities determined by the school principal to have a high risk to student safety

6.11.1.2. The cost of limited OUSD student accident insurance coverage for student accidents during such activities shall be borne by OUSD.

6.11.1.3. Students who operate or ride as a passenger on a bicycle, non-motorized scooter or skateboard upon a street, bikeway or any other public bicycle path or trail shall wear a properly fitted and fastened bicycle helmet that meets the standards of law. Students also shall be required to wear such helmets while wearing in-line or roller skates.

6.11.2. Department of Justice and FBI fingerprinting and fingerprint clearance must be obtained for all non-District employee chaperones. Chaperones who continue beyond one school year will need to get fingerprint clearance once every three years from the time they begin chaperoning on after school program trips. Chaperones shall act in accordance with district policies, regulations and school rules. A person who is required to register as a sex offender pursuant to Penal Code 290 shall not serve as a chaperone on any field trip.

6.11.3. No chaperone shall be assigned to provide supervision or instruction of students unless he/she has submitted evidence of an examination within the past 60 days to determine that he/she is free of active tuberculosis. Chaperones whose skin test negative shall thereafter be required to take tuberculosis test every four years or sooner if deemed necessary by AGENCY.

6.11.4. Letter must be sent to parent(s)/guardian(s) and if it is an overnight trip, a meeting must be held for staff, chaperones, parent(s)/guardian(s) and students in advance of trip to discuss trip and safety related procedures, itinerary and questions.

6.11.5. Sleeping arrangements and night supervision are safe and appropriate.

6.11.6. **Vendor Proof of Insurance:** After School Program Coordinator and/or Summer Program Coordinator has obtained proof of insurance from all private vendors including:

- Facility
- Program

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

6.12.1. No swimming or wading shall be allowed on trips unless planned and approved in advance.

6.12.2. When wading in the ocean, bay, river or other body of water as part of a planned, supervised outdoor education activity, after school program staff shall provide for a number of chaperones to exceed the normal one to ten ratio and shall instruct both chaperones and students of the real and potential risks inherent in such activities and the precautions necessary for their safety.

6.12.3. **Swimming Activities**

6.12.3.1. Parents/guardians must provide written permission for the student to swim and must indicate the student's swimming ability. Students whose parents do not give permission for their child to swim shall be identified in advance of trip and a tracking system designed to ensure they do not enter pool or swim area.

6.12.3.2. Swimming facilities, including backyard pools, must be inspected by the AGENCY Executive Director and after school program staff before the trip is scheduled.

6.12.3.3. Owners of private pools must provide a certificate of insurance, designating OUSD and AGENCY as an additional insured, for not less than $2,000,000 in liability coverage.

6.12.3.4. Lifeguards must be designated for all swimming activities. If lifeguards are not provided by the pool owner or operator, the AGENCY Executive Director shall ensure their presence. The AGENCY Executive Director shall ensure that lifeguards are Red Cross certified or

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

6.12.3.5. The ratio of adult chaperones to students shall be at least one to ten. In grades 4-6, this ratio shall be at least one to eight. In grades K-3, this ratio shall be at least one to four.

6.12.3.6. Specific supervisory responsibilities shall be determined in advance to accommodate the varying swimming abilities of students. These responsibilities shall be clarified in writing and reviewed verbally before the trip.

6.12.3.7. Emergency procedures shall be included with written instructions to adult chaperones and staff.

6.12.3.8. Staff and chaperones assigned to supervise students must wear swim suits and know how to swim and be at each side of the pool or swim area actively monitoring students at all times.

6.12.3.9. The After School Program Coordinator and/or Summer Program Coordinator may require students to wear flotation devices, depending upon their age and swimming ability.

6.12.3.10. A buddy-system or other means of surveillance shall be arranged in advance and strictly enforced during swimming activities.

6.13. **Additional Requirements for trips to East Bay Regional Park District Bodies of Water (swimming pools, lagoons, shoreline parks and lakes) and Related Facilities**

6.13.1. At least 2 weeks prior to trip date, all persons attending trip, including, but not limited to, each and every student, teacher, instructor, chaperone, supervisor, parent, administrator, volunteer, or aide (hereinafter "participant") will provide to the School District Office of the General Counsel an original, properly completed, signed and dated East Bay Regional Park District Waiver **(attached as Exhibit E)**, executed by either the participant if he or she is 18 years of age or older, or the participant's parent or legal guardian if the participant is under 18 years of age

6.13.2. Should AGENCY fail to provide an original, properly completed, signed and dated East Bay Regional Park District Waiver for each trip participant as defined in Section 6.13.1 above, AGENCY agrees to hold harmless, defend and indemnify OUSD, its officers, employees, volunteers and agents from all claims and actions resulting therefrom.

7. **Financial Records.** AGENCY agrees and understands that OUSD is responsible for fiduciary and programmatic oversight for the expenditure of the ASESP and 21st CCLC grant funds contracted to AGENCY by OUSD for fiscal year 2018-2019. AGENCY will function as a sub recipient of funding and as such will follow all required fiscal guidelines and meet outlined standards as referenced in applicable Federal and State sub recipient guidelines for the federal 21st Century Community Learning Centers grant program, CFDA Number 84.287, awarded by the Office of Elementary and Secondary Education Academic Improvement and Teacher Quality Programs office. Sub recipients that receive over $500,000 of federal funds are required to undergo an annual audit and communicate findings to OUSD, as requested. AGENCY will ensure that all contracted funds of this MOU are expended as per grant guidelines.

7.1. **Accounting Records.** AGENCY will maintain its accounting records based upon the principles of fund accounting.

7.2. **Disputes.** AGENCY shall make all records related to ASESP, 21ST CCLC available to OUSD for review. OUSD and AGENCY shall meet and confer regarding any disputes as to the amount of actual expenses before taking any action to collect funds.

8. **Invoicing**

8.1. **Billing Structure.** AGENCY shall only invoice for actual expenditures incurred. Supporting documentation must be presented along with monthly invoices upon request. Billing details must be provided upon request to OUSD to ensure compliance with related sub recipient and grant guidelines.

8.2. **Unallowable Expenses.** AGENCY may not purchase computers or capital equipment using ASES, 21st Century Core Grant, 21st Century Direct Access, or 21st Century Family Literacy funds.

8.3. **Invoice Requirements.** AGENCY will submit invoices with evidence of the following staff qualifications for each AGENCY employee and AGENCY agent, including employees of subcontracting agencies and volunteers: TB Clearance, current CA Department of Justice and FBI fingerprint clearance, and Instructional Aide requirement. AGENCY will utilize the required OUSD invoicing and staff qualifications form **(Exhibit F)** for regular invoice submission.

8.4. **Submission of Invoices.** AGENCY must submit invoices to OUSD on a timely and regular basis for services rendered. OUSD will not accept invoices submitted more than thirty days beyond the end of each fiscal quarter. No invoices will be accepted more than 30 days past the end of June 30 of the contractual fiscal year. AGENCY must also submit invoices according to specific invoicing deadlines as outlined by OUSD to ensure timely processing. **(Exhibit G)**

8.5. **Submission of Invoices for ASESP and 21st Century Grants.** For services rendered related to the ASESP and 21st CCLC grants, OUSD shall pay AGENCY, on a monthly basis, for appropriately documented expenses related to the ASESP and 21ST CCLC grants, with a cumulative total for 2019-2020 not to exceed $ 69,663.00 in accordance with the attached Exhibits to this Memorandum. Invoices for payment of services shall be submitted by the 10th of each month to the OUSD After School Programs Office, utilizing the required OUSD invoicing and staff qualifications form **(Exhibit F).** OUSD will strive to adhere to second Accounts Payable check run per the published schedule of monthly payments if invoices are submitted in accordance with the deadlines and requirements set forth in this section and the accompanying Exhibits.

9. **Ownership of Documents.** AGENCY agrees that, pursuant to California law, it shall maintain program and fiscal documentation for the ASESP and 21st CCLC programs for a minimum of five years. All documents created by AGENCY pursuant to this MOU, including but not limited to reports, designs, schedules, registration packets, early release waivers, and other materials prepared, or in the process of being prepared, for the services to be performed by AGENCY, are and shall be at the time of creation and thereafter the property of OUSD, with all intellectual property rights therein vested in OUSD at the time of creation. OUSD shall be entitled to access to and copies of these materials during the progress of the work. Any such materials in the hands of AGENCY or in the hands of any subcontractor upon completion or termination of the work shall be immediately delivered to OUSD. If any materials are lost, damaged or destroyed before final delivery to OUSD, AGENCY shall replace them at its own expense and AGENCY hereby assumes all risks of loss, damage or destruction of or to such materials. AGENCY may retain a copy of all materials produced under this MOU for its use in its general business activities.

10. **Changes**

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

10.2. **Changing Legislation.** AGENCY understands that changes in Federal, or state legislation or District policy may impact funding levels, grant requirements, and responsibilities of AGENCY during an academic school year. This MOU may be amended during the 2019-2020 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. **Program Books and Supplies.** Supplies can only be purchased by OUSD, not by Lead Agency. Supplies to be used in both the school day and after school program must be joint funded, with a maximum of 50% applied to ASES/21st. The only exception is that supplies for Supplemental programming on non-school days can be purchased by the lead agency. All supplies purchased with grant funding is and remains the property of OUSD and must remain at the site.

17. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:** The District certifies to the best of its knowledge and belief, that it and its principals: Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, verifies that this vendor does not appear on the Excluded Parties List. https://www.sam.gov/

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

OAKLAND UNIFIED SCHOOL DISTRICT

Aimee Eng — 6/27/29

☒ President, Board of Education
☐ State Administrator
☐ Superintendent

Date

[signature] — 6/27/19

Secretary,
Board of Education — Date

DocuSigned by:
Andrea Bustamante
806EC2B9F1FE4AB... — 5/31/2019

Executive Director
Community Schools and Student Services Dept. — Date

DocuSigned by:
Nika Ummat
F28DB1A4D4664F7... — 5/31/2019

Principal — Date

DocuSigned by:
Mark Triplett
E3C1BA2F482C458... — 5/31/2019

Network Superintendent — Date

DocuSigned by:
Sondra Aguilera
B07CB8033AD406... — 6/1/2019

Chief Academic Officer — Date

AGENCY

DocuSigned by:
Quisqueya Rodriguez
ACFECA8F8A104F6... — 5/31/2019

Agency Director Signature — Date

Quisqueya Rodriguez — Associate Executive Director

Print Name, Title

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

Legislative File ID: 19-1142

MOU template approved by Office of the General Counsel May, 2019

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, 2019	**August 10, 2019**
August 1 - August 30, 2019	**September 8, 2019**
September 1-30, 2019	**October 10, 2019**
October 1-30, 2019	**November 9, 2019**
November 1-30, 2019	**December 8, 2019**
December 1-31, 2019	**January 10, 2020**
January 1-31, 2020	**February 9, 2020**
February 1-28, 2020	**March 9, 2020**
March 1-31, 2020	**April 10, 2020**
April 1-30, 2020	**May 10, 2020**
May 1-31, 2020	**June 8, 2020**
June 1-30, 2020	**June 15, 2020**

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 01.2019

			ASES		21CCLC Core		21CCLC Equitable Access		ASES Kids Code		21CCLC Supplemental Programming (school year only) [2]		OECY Match Funds	Program Fees (if applicable)		Other Lead Agency Funds
Site Name:	West Oakland Middle School															
Site #:	204.00															
Average # of students to be served daily (ADA)	67	% [1]	OUSD	Lead Agency	OUSD	Lead Agency	OUSD	Lead Agency	OUSD	Lead Agency	OUSD	Lead Agency	Lead Agency	Lead Agency		Lead Agency
	TOTAL GRANT AWARD		98,473.00		0.00		0.00		0.00		0.00 [4]					
CENTRAL COSTS: INDIRECT, ADMIN, EVAL, PD, CUSTODIAL, SUPPLIES																
	OUSD Indirect (3.99%) [5]		3,269.01		0.00		0.00		0.00		0.00					
	OUSD ASPD admin, evaluation, and training/technical assistance costs [6]		7,815.10		0.00		0.00		0.00		0.00					
	Custodial Staffing and Supplies at 3.8% [7]		3,868.10		0.00		0.00		0.00		0.00					
	TOTAL SITE ALLOCATION [8]	[9]	84,619.89	[10]	0.00	[11]	0.00	[12]	0.00	[13]	0.00					
CERTIFICATED PERSONNEL																
1120	Quality Support Coach/Academic Liaison (Highly Recommended) [14]		2,500.00		0.00		0.00		0.00		0.00				0.00	
1120	Certificated Teacher Extended Contracts- math or ELA academic intervention (required for MS) [15]		0.00		0.00		0.00		0.00		0.00				0.00	
1120	Certificated Teacher Extended Contracts- ELL supports [16]															
1120	Certificated Teacher Extended Contracts- math or ELA academic intervention (recommended for MS)														0.00	
	Total certificated [17]		2,500.00		0.00		0.00		0.00		0.00				0.00	
CLASSIFIED PERSONNEL																
2205	Site Coordinator (list here, if district employee) [18]		0.00	0.00											0.00	0.00
2220	SSO (optional) [19]		9,800.00		0.00		0.00 [20]		[21]		[22]				0.00	
	[23]		0.00													
	[24]		0.00													
	Total classified [25]		9,800.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00
BENEFITS																
3000's	Employee Benefits for Certificated Teachers on Extended Contract (benefits at 20%) [26]		500.00 [27]		0.00 [28]		0.00 [29]		0.00 [30]		0.00 [31]					
3000's	Employee Benefits for Classified Staff on Extra Time/Overtime (benefits at 22%)		2,156.00 [32]		0.00 [33]		0.00 [34]		0.00 [35]		0.00 [36]					
3000's	Employee Benefits for Salaried Employees (benefits at 42%) [37]		0.00 [38]		0.00 [39]		0.00 [40]		0.00 [41]		0.00 [42]					
3000's	Lead Agency benefits (15% rate icludes FICA, SUI, retirement, worker's comp) [43]			7,839.30									14,684.00			
	Total benefits [44]		2,656.00	7,839.30	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	14,684.00		0.00	0.00
BOOKS AND SUPPLIES																
4310	Supplies (OUSD only, except for Summer Supplemental) [45]		0.00												0.00	0.00
4310	Curriculum (OUSD only) [46]		0.00												0.00	0.00
5829	Field Trips [47]		0.00	1,500.00											0.00	0.00
4420	Equipment (OUSD only) [48]		0.00												0.00	0.00
	Transportation: 2 buses for field trips [49]					0.00							2,000.00			
	Family Engagement events [50]			500.00									750.00			
	Office supplies (notebooks, folders, pens, paper, ink cartridges)												1,000.00			
	Participant Incentives												1,000.00			
	Program supplies												5,000.00			

	District professional development on district PD days (Bridging the Bay conference, Youth Work Methods trainings) [51]			500.00															
	Site cell phone [52]															500.00			
	Total books and supplies [53]		0.00	2,500.00		0.00	0.00		0.00	0.00		0.00	0.00		0.00	0.00	10,250.00	0.00	0.00	0.00
CONTRACTED SERVICES																			
5825	Site Coordinator (list here if CBO staff) [54]		0.00	0.00													50,000.00			
5825	1 Assistant Site Coordinator (727 hrs X $18.54/hr) [55]			13,479.00																
5825	1 Group Leader @ $15.50 Academic support & art enrichment (727 total group leader hrs X $15.50/hr) + $434 (16 additional minimum days x 1.75 hrs x $15.50) [56]		0.00	11,269.00																
5825	1 Group Leader @ $15.97 Academic support & sport enrichment 727 total hrs x $15.97/hr) $447 (16 additional minimum days x 1.75 hrs x $15.97) [57]			12,057.00																
5825	1 Group Leader @ $15.97 Academic support & STEM enrichment 727 total hrs x $15.97/hr) $447 (16 additional minimum days x 1.75 hrs x $15.97) [58]			12,057.00																
5825	YMCA After School Program Director (5%)			3,400.00																
5825	Contract services for new enrichments such as MESA, Hip hop for change, Berkeley Chess club [59]			3,500.00																
5825	[60]																			
5825	[61]																			
5825	[62]																			
5825	Staff time to participate in Continuous Quality Improvement trainings and meetings (required) [63]			1,762.29																
5825																				
5825																				
5825																				
	Total services [64]		0.00	57,534.29		0.00	0.00		0.00	0.00		0.00	0.00		0.00	0.00	50,000.00	0.00	0.00	0.00
IN-KIND DIRECT SERVICES																				
	YMCA memberships for staff $798*5 ppl [65]																		0.00	3,990.00
	YMCA meeting & training space																		0.00	5,000.00
	YMCA staff program scholarships																			10,000.00
	YMCA Associate Executive Director support (10%)																			8,500.00
	YMCA ASP Director support (25%)																			17,000.00
	Total value of in-kind direct services																		0.00	44,490.00
LEAD AGENCY ADMINISTRATIVE COSTS																				
	Lead Agency admin (4% max of total contracted $), [66]			1,800.00			0.00			0.00			0.00			0.00	11,240.10			0.00
SUBTOTALS																				
	Subtotals DIRECT SERVICE [67]	65.81	16,638.62	57,863.59	#DIV/0! [69]	0.00	0.00	#DIV/0! [70]	0.00	0.00	#DIV/0! [71]	0.00	0.00	#DIV/0! [72]	0.00	0.00	74,334.00	0.00	0.00	44,490.00
	Subtotals Admin/Indirect [73]	14.19	12,169.79	1,800.00	#VALUE!	0.00	0.00	#VALUE!	0.00	0.00	#VALUE!	0.00	0.00	#VALUE!	0.00	0.00	11,240.10			0.00
TOTALS																				
	Total budgeted per column [74]		28,808.41	59,663.59		0.00	0.00		0.00	0.00		0.00	0.00		0.00	0.00	85,574.10	0.00	0.00	44,490.00
	TOTAL BUDGETED [75]	100.0	88,473.00		[77]	0.00		[78]	0.00		[79]	0.00		[80]	0.00		88,174.10	0.00	0.00	44,490.00
	BALANCE remaining to allocate [81]		0.00			0.00			0.00			0.00			0.00 [82]					
	TOTAL GRANT AWARD/ALLOCATION TO SITE [83]		88,473.00			0.00			0.00			0.00			0.00					

ASES MATCH REQUIREMENT	
ASES requires a 3:1 match for every grant award dollar awarded.	
Total Match amount required for this grant:	32,824.33

Facilities count toward 25% of this match requirement:	8,206.0
Remaining match amount required:	24,618.2
Match should be met by combined OFCY funds, other site funds, private dollars, and in-kind resources. This total equals:	0.0
Total Match amount left to meet:	24,618.25

Required Signatures for Budget Approval:

Principal:		Date: 5/6/19
Lead Agency:		Date: 5/3/19

OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

OUSD Expanded Learning Programs -After-School Program

ELEMENTARY/MIDDLE & HIGH SCHOOLS - 2019-2020

ASES and 21st Century Community Learning Center (21st CCLC) After-School Program Plan

SECTION 1: SCHOOL SITE AND AFTER-SCHOOL PROGRAM INFORMATION	
School Site Name: West Oakland Middle School	**School Type (check one)** ❑ Elementary (K-5) ❑ Elementary (K-8) ✓ Middle (6-8) ❑ High School (9-12) ❑ Continuation High School ❑ Comprehensive High School
CDS Code: 01 61259 0115626	**After-School Lead Agency:** YMCA of the East Bay
Is this school-site committed to a new lead agency for 2019-2022? No	
Principal Name Neha Ummat	**Principal Signature and date:** 5/6/19
Lead Agency Director Name: Quisqueya Rodriguez	**Lead Agency Director Signature and date:** 5/3/19
After-School Site Coordinator (if known at this time): Carlos Perez	**After-School Site Coordinator Signature and date:** not YMCA employee yet.

SECTION 2: 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 6:00 pm on every school day for elementary and middle schools (EC 8483). Programs are required to operate all 180 days of the school year.

Projected daily attendance for 2019-20 school year program.	67

Program Operations for the 2019-2020 school year.
First Day: **August 12, 2019** Last Day: **May 26, 2020**

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 and upload documentation of professional development activities offered on these dates, including training agenda and staff sign-in sheets.

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.

Date: September 28, 2019	Date: May 28, 2020	Date: May 27, 2020

Minimum Days. When a school holds minimum days, the after-school program is required to begin as soon as the school day ends, and execute programming until 6:00 pm. Minimum days have a significant impact on after-school staff 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 2019-2020: 16 additional days
**School should provide lead agency with a calendar of minimum days for the 1st day of school.*
☐ **School-day bell schedule attached**

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-site funds will be utilized to fund these additional hours of programs?

We have added into the budget additional funds for 16 additional days; The YMCA of the East Bay will cover cost for additional programming on added additional minimum days.

SECTION 3a: PROGRAM MODEL.
Average Daily Attendance, Program Dates, Minimum Days & Enrollment

For 2019-2020, your 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: *a combination of some extended day and some traditional after-school programming (If you are conducting a blended/hybrid program, please use the section below to explain your program model type.)*

Which grade levels will be served in this program? (check all that apply.)

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

ENROLLMENT PROCESS & TIMELINE ☐ **Attach your enrollment timeline to this document**

Important dates to include in your timeline:

- ***April - June:*** *Spring enrollment for 2019-20 programs.*
- *Families will be notified of 2019-20 after school enrollment before the **last day of school**, May 30, 2019.*
- *After school programs begin on the **first day of school** when enrollment is 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, 2019**, except for slots reserved for transitional students (i.e., Homeless, foster youth; Newcomers) entering the program for the first time and/or mid-year*
- *All programs must maintain **waitlists** after program slots are filled.*

*****This may look different for High School and Continuation schools based on alternative schedules and intersession. Please include the items above that are applicable to you schedule and recruitment process.***

Describe how your school will identify and recruit students beginning of Spring 2019. Indicate how families will be notified of 2019-2020 enrollment before the last day of school.

Starting April 8, 2019, all school families will be informed through PA announcements that applications are now available. Currently enrolled students will have the application packet and letter sent home with them during sign out.
During the month of April, a meeting will be held with the ASP Site Coordinator and Principal Neha Ummat

to determine school and agency enrollment priorities targeting certain students. On May 10 2019, families will be notified via letter and email if they are enrolled in the program.
In August during new student enrollment week (prior to the first day of school), a registration table will be set up and applications for new families will be accepted until the program has been enrolled to capacity.

SECTION 3b: PROGRAM MODEL. (Continued)
Average Daily Attendance, Program Dates, Minimum Days & Enrollment

Who can receive the Golden Ticket?

Per federal statute, California Education Code and Oakland Unified School District policy, any students identified by the OUSD Transitional Student and Family Unit can receive a *Golden Ticket*. Transitional students are by definition:

- Any OUSD student who is a homeless youth, as defined by the federal ***McKinney-Vento Homeless Assistance Act** (42 U.S.C. Sec. 1143a)*, who is in foster care, or is designated as an unaccompanied minor.
- Any OUSD student who identifies as a newcomer, refugee or as an asylee.***Subtitle VII-B of the McKinney-Vento Homeless Assistance Act (42 U.S.C. § 11431 et seq.)***
    - *Establishes the definition of homeless used by schools*
    - *Ensures that children and youth experiencing homelessness have immediate and equal access to public education*
    - *Provides for educational access, stability, and support to promote school success*
    - *Needed to address the unique barriers faced by many homeless students*

How does your program support students and their families who submit a "Golden Ticket?"

Once the program is aware of the families McKinney-Vento Status, the Site Coordinator will arrange to meet with the family as soon as possible to provide the following: enrollment forms, program orientation, and the start date for their child. Students will be enrolled as soon as possible. The Site Coordinator will check in with the family frequently to ensure a smooth transition and introduction to the program.

How will you modify your enrollment and attendance policies to ensure compliance with the "Golden Ticket" policy, in order to make your program accessible for foster, homeless, and newcomer students who transition into the program during enrollment and/or mid-year?

Students with Golden Tickets will be enrolled as soon as possible and will be exempt from all waitlist policies and procedures. Additionally, the Site Coordinator will obtain information from the family and the student about the child to determine the group and group leader that will be best for the student at the time of enrollment. If additional modifications are needed, all special circumstances will be documented (such as Early Release Policies) and the program will make the appropriate accommodations for the family.

SECTION 4: PROGRAM COMPONENTS

*CDE requires that programs must provide a safe environment and include an **educational component** that provides tutoring and/or homework assistance; and an **educational enrichment** component, which may include, but not limited to STEAM, recreation, prevention and other Social Emotional Learning (SEL) activities (EC Section 8482.6); and provide opportunities for **physical activity.** (EC Section 8483.3[c][7])

List 2-3 program goals which will support meeting these CDE program requirements.

1. Social Emotional Learning (SEL): This school year, the YMCA of the East Bay plans to focus (SEL) through creating leadership opportunities for students. We plan to accomplish this by developing a Youth Advisory Committee designed to give students a platform for Youth Voice, Choice, and Leadership in the after school program.

2. Physical Activity: We recently made adjustments to our after school schedule to include 30 minutes of physical activity time from 4:00pm-4:30pm Monday, Tuesday, Thursday, and Friday; and from 1:30 pm-2:00 pm every Wednesday. During this time, students are given a choice between 3 physical activities (planned and led by the YMCA group leaders). Activities range ranging from yoga/stretching, to a featured sport on the field, black top games such as 4 square, and jump rope. We instituted this starting in February and have had positive response from the students and staff.

Educational and literacy Component that includes tutoring/ homework assistance in the core subjects (language arts, math, history /social science, etc.)	**Describe how your after-school program will provide the educational & literacy component.** **How are students building academic skills? How are you integrating social-emotional academic development?** *(Include specific strategies for creating a Safe & supporting environment through encouragement and Active engaged learning.)* Monday, Tuesday and Thursday, students are given 45 minutes for homework. During this time, staff will float throughout the room to check in on students, see if they need assistance, and offer learning support. If 3 or more students need help on an assignment, the group leader with gather the students together and lead the students through the assignment to work on it as a group allowing students to share their thoughts with each other and learn from one another. On Wednesdays, students participate in "academic focused clubs" led by the YMCA staff, including options like: book club, debate club, creative writing club. Students are able to choose the club they will participate in on Wednesdays for each semester.

Educational Enrichment Component that offers students engaging activities in a variety of areas (fine arts, career technical education, presentation, etc.)	**Describe how your after-school program will offer educational enrichment activities.** *(Include specific strategies designed to foster skill - building; youth voice and leadership and diversity, access and equity.)* We offer a variety of enrichment activities led by YMCA staff as well as several subcontractors throughout the year. Each semester, students are given the opportunity to share ideas on what type of enrichments they would like to see offered, as well as choose or "sign up" for the class they want to participate in for the entire semester. The YMCA led enrichments fall into 3 categories: (1) Art, including visual or performing art, (2) science, which could range from cooking, to robotics to STEM experiments, and (3) sports. Additional enrichments are offered at WOMS through our community partners (subcontractors) such as Lacrosse (through Oakland Lacrosse), Art Esteem and Tech Bridge.
Physical Activity other than recess that is structured and supervised with a warm-up, structured physical activities and a cool down. (This should happen for **all** students in the program.)	**Describe how your after-school program will provide structured physical activity for all participants.** *(Include specific strategies to promote Healthy Choice and Behaviors.)* *CDE asks programs to offer 30-60 minutes of developmentally appropriate, **daily** physical activity (to help meet CDE recommendation of 60 daily minutes of moderate to vigorous physical activity for youth) **This is not 'free play' or recess.*** *· Plan and evaluate (review fitness test results, track minutes, etc.)* *· Include a variety of activities throughout the year* YMCA of the East Bay after school program will offer 30 minutes of developmentally appropriate physical activity daily. Our schedule includes 30 minutes of physical activity time from 4:00pm-4:30pm Monday, Tuesday, Thursday, and Friday; and from 1:30 pm-2:00 pm every Wednesday. During this time, students are given a choice between 3 physical activities (planned and led by the YMCA group leaders). Activities range from yoga/stretching, to a featured sport on the field, black top games such as 4 square, and jump rope, obstacle course, and relays.
Family Literacy Component that includes literacy activities and other educational services that adult family of students.	**Describe how your after-school program provides opportunities to promote literacy and/or other educational services to adult family members of students?** YMCA of the East Bay will partner with each school site Principal and community service coordinator to host a family literacy night. Promotion of Family Literacy Night will take place 2-3 months in advance.

Academic Alignment with School Day and District Priorities

Please provide a short narrative that identifies how you will support school goals aligned with district priorities.

- **Collaborate with your school administrator and consult the School Site Plan to align with the school day.**
- **Consult the descriptions below for the District's priorities for elementary, middle and high school.**

Elementary OUSD Strategic Strategies

In OUSD's Pathway to Excellence Strategic Plan, ultimately the entire OUSD school system is working toward the goal to make sure ***students are reading at or above grade level and English learners are reaching English fluency.***

Indicate how your after-school program will work collaboratively with your school partner to make progress toward achieving this target for the 2019-20 school year.

N/A

MIDDLE_ ***OUSD Strategic Targets***

In OUSD's Pathway to Excellence Strategic Plan, ultimately the entire OUSD school system is working toward the goal to ***prepare all students to be college, career, and community ready****. To meet this strategic goal, middle schools must prepare their students to be high school ready by the time they graduate from the 8th grade.*

Indicate how your after-school program will work collaboratively with your school partner to make progress toward achieving this target for the 2019-20 school year.

YMCA staff will collaborate with the school site principal to determine what college and career readiness efforts are in progress at the site. Once that is determined, the after school program will utilize the enrichment designated block (2-3 times quarterly) to have conversations and host activities around college and careers. The after school program will support college and career fairs that take place after school, as well as take students on a tour of 2 campuses per school year.

High School OUSD Strategic Strategies

Academic activities should be aligned with school goals. Your after-school program should plan to offer a range of academic supports to support students to learn and practice skills and knowledge related to core academic content. There should also be an intentional learning space which allows students to work independently with support.

N/A

Please include the following OUSD High School After-School requirements:

For Comprehensive high schools:

- Academic mentoring for 9th graders at risk of failing classes
- Academic supports and mentoring for 10th–12th grade students taking credit recovery

For Alternative Ed. high schools:

- College and career readiness activities

☐ **Attach your program schedule for in 2019-2020**

**In the fall, sites are required to resubmit updated program schedule.*

SECTION 5a: CONTINUOUS QUALITY ASSESSMENT (Alignment with CDE and OUSD)
An effective program improvement process is ongoing and involves a continuous cycle of assessment, planning, and improvement. While the process should be carried out at the site level, documentation of this process should be submitted by the grantee. This cycle of improvement revolves around twelve critical standards—the Quality Standards for Expanded Learning in California—which were developed in partnership between the California Department of Education's (CDE) After School Division and the California After School Network (CAN) Quality Committee.
Staff will intentionally create a climate where students are safe,supported, and encouraged to practice emotional safety as well as self management. • Staff will hold community building circles everyday for the first month of programming, and on Fridays for the remainder of the year for intentional culture building. • Staff will implement warm welcome routines, and hold weekly meetings with student advisory/leadership committee.

PROGRAM SELF-ASSESSMENT	
Name the stakeholders who participated in the Program Self-Assessment in 2018-2019? Please check which stakeholders were involved in your CQI process.	☐ Internal evaluator ☐ School administrator ☐ Certified staff ✓ Program director ☐ Site level staff ☐ Students ☐ Advisory group ☐ External evaluator ☐ District administrator ☐ Classified staff ✓ Site coordinator ☐ Parents/guardians ☐ Community partners ☐ Other stakeholders _____
What are some key discoveries you made doing the program self-assessment? *(Strengths, areas of improvement)*	A key discovery we made during our self-assessment was that our current strength is in creating a safe environment. Although we still have room to grow in this area, the fact that our team provides a safe space for students without an SSO was a positive discovery.
Which Quality Standards will the program focus on for improvement in the	1. Supportive Environment (specifically creating a warm welcome and encouragement) 2. Engagement (student planning and reflection)

2019 - 2020 school year?	
Describe how the program will address **the improvement in this area?** *(please include program structures, staffing practices and partnerships.)*	1. **Supportive Environment:** Next year we will focus on building community through more positive and intentional warm welcome activities. We will work to train the staff on executing community building activities and implement them each day from the start of program. Community building activities will take place everyday from 3:45-4 as well as during the designated enrichment time for the month of August to build rapport and trust with staff and students alike. 2. **Engagement**: To address student engagement, we will focus on multiple planning strategies and reflection. One way we will seek to improve in planning strategies is to create more opportunities for students to plan activities. We want to accomplish this through student run special events. We hope to create a student advisory committee for the events the students want to have (carnival, dance, showcase) so they can participate in the process. We also seek to include more intentional reflection time correlated to homework and academics: providing more activities for students to organize and plan what they want to accomplish during academic/homework time, and then reflect back on if they met their goal or not. Also offer incentives when students meet their goal.
What is one key data point from your program profile that will be a focus for the upcoming school year? *(Please include a summary of the data you are responding to.)*	One key data point that will be a focus for our team next year is: using multiple reflection strategies. We scored a 1 in this focus area. We will train staff on new ways to initiate reflection with middle school students specifically, and how to integrate reflection into homework and enrichment time.

SECTION 5b: Continuous Quality Assessment (CQI): POINT OF SERVICES Quality Standards & PROGRAMMATIC Quality Standards

CQI Phase Key:
0 equals limited awareness of the Quality Standard and the CQI process.
1 equals working knowledge of the Quality Standard and the CQI process.
2 equals success using the Quality Standard and the CQI process.
3 equals mastery using the Quality Standard and the CQI process.

From a scale of 0 to 3 rate your program on the following Point of Service Quality Standards.		***From a scale of 0 to 3 rate your program on the following Programmatic Quality Standards.***	
1. Safe and supportive environment	1	**1.Quality staff**	1
2. Active and engaged learning	2	**2. Clear vision, mission, and purpose**	1
3. Skill building	1	**3. Collaborative partnership**	2
4. Youth voice/leadership	1	**4. Continuous quality improvement**	2
5. Healthy choice and behaviors	2	**5. Program Management**	1
6. Diversity, access, and equity	1	**6.** Sustainability	1

SECTION 6: Facilities

Plan with your site administrator which rooms and outside spaces your after-school program will use Monday - Friday from the start of program to 6.

Indoors (specify room numbers and space names)			Outdoors		
Room Number & Name of Space	# of Students	Hours to be used	Room Number & Name of Space	# of Students	Hours to be used
Cafeteria	84	M,T,Th,F: 3:45-6pm W: 1-6pm	field	40	M,T,Th,F: 3:45-6pm W: 1-6pm
Room # 125, 126	20	M,T,Th,F: 3:45-6pm W: 1-6pm	Black top	20	M,T,Th,F: 3:45-6pm W: 1-6pm
Staff lounge #120A	40	12-6pm			
Gym	40	M,T,Th,F: 3:45-6pm W: 1-6pm			
Library	30	Wed 1-3pm			

In addition choose up to 5 other dates you will use space outside of your normal program hours. Please specify which space will be needed (IE: showcases, events and family engagement). Be advised any additional dates/spaces used outside of these dates; the organization will be responsible for facilities cost.

Name of Event	Lights on Afterschool	Potential Date	10/24/19	Number of Students	80	Hours of Use/Room Numbers	Playground, field
Name of Event	Family Literacy Night	Potential Date	March 2020	Number of Students	50	Hours of Use/Room Numbers	Cafeteria
Name of Event	Winter showcase	Potential Date	Dec 2019	Number of Students	75	Hours of Use/Room Numbers	Cafeteria
Name of Event	Spring showcase	Potential Date	May 2020	Number of Students	75	Hours of Use/Room	Cafeteria

						Numbers	
Name of **Event**		**Potential Date**		**Number of Students**		**Hours of Use/Room Numbers**	

SECTION 7a: PROGRAM FEES

Will this after-school program charge program fees for 2019-2020 ☐ **Yes** **X No**
If, **"YES, program fees will be charged,"** *please complete the following assurances. Both the Principal and Lead Agency partner must initial.*

Principal	Lead Agency	ASSURANCES
		Our program **will not turn away** any eligible student from program participation due to the inability to pay program fees. We understand that the California Education Code prohibits program fees from being a barrier to program participation.
		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.
		Our program will publicize the **program fee structure** in written program materials for school leaders, parents/guardians, and/or communities members (i.e. communication letter, meetings agenda, etc.)
		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. Section 1143.a), **or for a child who the program knows is in foster care**.
		Our program will provide **receipts** to parents/guardians for each payment made.
		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. **(DUE DATES: October 31st, February 28th, June 28th)**
		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 the following fiscal year if funds 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.

SECTION 7b: PROGRAM FEES (Continued)	
Describe how your school/program plans to collect program free and who will be exempt from paying fees or received a reduced fee?	N/A
Describe how all fees collected will be used on site for direct service in your after-school program.	N/A
Describe how fees will be communicated to school leaders/school community.	N/A
☐ **Attach a copy of written evidence of your program fee materials/process (i.e. parent letters, parent handbook, etc. meeting with agenda/minutes?**	

OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

OUSD EXPANDED LEARNING PROGRAMS

Partner Assurances & Agreements

2019–2020

School Site: West Oakland Middle School	
Lead Agency: YMCA of the East Bay	Date: 5/3/2019
Name of After School Program: YMCA After School Program	After School Site Coordinator Name (if known at this time): Carlos Perez
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

	PRINCIPAL INITIALS	LEAD AGENCY INITIALS
1. Site Administrator and Lead Agency Director/Site Coordinator have reviewed the **CA Dept. of Education's ASES and/or 21st CCLC Grant Assurances**, and understand mandated grant compliance elements.	NV	QP
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.)*	NV	QP
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.	NV	QP
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.)*	NV	QP
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.	NV	QP

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.	NU	QP
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 and recruit a certificated, qualified individual to serve as the **After-School Quality Support Coach**.	NU	QP
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.	NU	QP
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.	NU	QP
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.	NU	QP
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 2019 – 20, and update during the current school year if schools of operation change.	NU	QP
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 ASPO Summer 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.)*.	NU	QP
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).	NU	QP

PRINCIPAL SIGNATURE

LEAD AGENCY SIGNATURE

After School Safety and Emergency Planning

1. The 2020–2021 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 program safety and alignment with school day procedures for emergency preparedness and emergency response:**
   - [x] Site Administrator and ASP Site Coordinator will meet at beginning of school year to update After School Emergency Plan collaboratively.
   - [x] Site will share Comprehensive School Site Safety Plan with after school partner.
   - [x] School day and after school programs will coordinate emergency drill schedules & procedures (ie. earthquake, fire, and lockdown drills).
   - [x] After School staff will participate in site-level faculty safety trainings.
   - [x] School will provide after school staff with access to disaster supplies and other resources in case there is an emergency after school.
   - [x] Site Administrator and ASP Site Coordinator will meet regularly to review after school incidences and update safety plans as needed.
   - [x] The completed After School Emergency Plan (ASEP) will be submitted to Expanded Learning Programs Office by 10/1/19.
   - [ ] 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.

   Site Coordinator & Program Director will work with school principal to provide safety manual & training for after school staff.

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. [x] 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? [x] Yes [ ] No

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

SSO Staffing

Check one:

- [x] 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. (This process is in review and tools will be updated throughout the year.)

- self-assessment using Youth Program Quality Assessment (YPQA)/School Age Program Quality Assessment (SAPQA) tool
- planning with data (using self-assessment and external assessment PQA data, and other program data as available)
- development of quality action plan (QAP) with goals for program improvement
- QAP progress check

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

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

Review and mark all commitments:

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

PRINCIPAL SIGNATURE

LEAD AGENCY SIGNATURE

ADDENDUM #1

COMPLETED BY MIDDLE SCHOOL AFTER SCHOOL PROGRAMS ONLY

Middle School Sports

School Site: West Oakland Middle School

Lead Agency: YMCA of the East Bay

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 the after-school program will be offering students this year in partnership with the OUSD Middle School Sports League.

- [x] Co-ed Flag Football
- [ ] Girls Cross Country
- [ ] Boys Cross Country
- [x] Girls Basketball
- [x] Boys Basketball
- [x] Girls Soccer
- [x] Boys Soccer
- [ ] Girls Track and Field
- [ ] Boys Track and Field
- [x] Girls Volleyball
- [ ] Boys Volleyball
- [ ] Other:

PLEASE DESCRIBE:

- [ ]
- [x] I understand that my middle school sports activities will be listed on my 2019–20 program schedule.
- [x] 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.
- [x] 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 2019-20 school year. Your plans must match your proposed program budget.

Number of non-school days you plan to offer during the 2019-2020 fiscal year (JULY 1, 2019–JUNE 30, 2020)	
Dates of Service	
Proposed Hours of Operation	

Description of program activities: *(describe goals of programming, target audience, planned activities, etc.) Please include any programming geared to internships or requiring off campus travel.)*

PRINCIPAL SIGNATURE

N/A

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 CCLC Equitable Access funding.

Some 21st CCLC 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 CCLC/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

N/A

West Oakland Middle School Schedule 2019-20

	Monday	Tuesday	Wednesday	Thursday	Friday
1-1:30			community building 1:15-1:30 physcial activity 1:30-2		
1:30-2:30			wed clubs 2-3		
2:30-3:30	Prep	Prep	supper 3:15-3:45	2:00-3:00 Staff Meeting 3:00-3:30 prep	Prep
3:30-3:45	Supper	Supper		Supper	Supper
3:45-4	Community building	Community building	3:45-4:45 boys/girls group aart esteem 3:30-5:15 tech bridge 3:30-5:15	Community building	Community building
4:00-4:30	Physical Activity:	Physical Activity:		Physical Activity:	Physical Activity:
4:30-5:15	Art Esteem Power hour: homework	Power hour: homework	4:45-5:30 Project choice	Power hour: homework	Enrichment (4:30-5:30)
5:15-5:50	Enrichment	Enrichment:	5:30-6 quiet time music, games in lounge	Enrichment:	
5:50-6:00	Sign Out	Sign Out	Sign Out	Sign Out	Sign Out

YMCA of the East Bay

West Oakland Middle School

Enrollment Timeline 2019-2020SY

Timeline	After School Enrollment Steps/Process
April 8-April 26	After school registration forms available and returned
May 10-May 14	Notification of Acceptance (Letters in person or mail)
May 15th	Parent Orientation #1
May 15-May 31	After school registration forms available if not at capacity
September 4	or mail)
September 11	Parent Orientation #2

OAKLAND UNIFIED SCHOOL DISTRICT

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 2019-20 _____ 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-SCHOOLPROGRAM 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 who participate in the After-School program **at least 3 days per week until 6pm, for a minimum total of 9 hours per week** will be given priority for enrollment.

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 2019-2020 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 who to participate in the After-School program **at least 3 days per week until 6pm, for a minimum total of 9 hours will be given priority**.

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, 2019-20

AFTER-SCHOOLPROGRAM NAME: _____

SCHOOL SITE: _____

STUDENT HEALTH FORM

STUDENT INFORMATION

Student's Name_____ Date of Birth _____

Grade in 2019-20 _____ 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
□ Severe Allergy to: _____	□ Student has EpiPen® at school
□ Asthma	□ Student has inhaler at school
□ Diabetes	□ Student has medication at school
□ Seizures	□ Student has medication at school
□ Sickle Cell Anemia	□ Student has medication at school
□ Cystic Fibrosis	□ Student has medication at school
□ Other conditions: _____	□ Student has medication at school

Medical History that may be of importance _____

List any Allergies: _____

Medications needed during the school day: _____

Medications needed After-School hours: _____

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 D

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

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

Contact Information:			
Site Name		Lead Agency Name	
Name of Contact Person		Email	
Telephone		Fax	

The following Field Trips, Off Site Events and Off Site Activities for the After School Program will occur during:

- ☐ Fall Semester- August 21, 2019 to January 19, 2020
- ☐ Spring Semester- January 22, 2020 to June 7, 2020
- ☐ Summer Program (Specify dates: _____ to _____

Name of Field Trip, Off Site Event, and/or Off Site Activities	Date(s)	Time(s)

Site Coordinator Signature _____ Date_____

Lead Agency Director Signature _____ Date_____

Site Administrator Signature _____ _____Date_____

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 andeffect.

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 _____ **Today's Date** _____
(Participant or Parent/Legal Guardian if under age of 18)

_____ _____ _____
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 _____ **Today's Date** _____
(Participant or Parent/Legal Guardian if under age of 18)

Student Participant Health Conditions

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

Medications needed during the school day:

_____

Medications needed after school hours:

_____

Special Instructions:

_____

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

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

Exhibit F

OAKLAND UNIFIED SCHOOL DISTRICT

INVOICING AND STAFF QUALIFICATIONS FORM

2019-2020

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

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

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

Exhibit G (1)

OAKLAND UNIFIED SCHOOL DISTRICT

PROCEDURE FOR INVOICING
Oakland Unified School District
Comprehensive After School Programs 2019-2020

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, 2019	August 25, 2019
September 8, 2019	September 22, 2019
October 10, 2019	October 24, 2019
November 9, 2019	November 21, 2019
December 8, 2019	December 21, 2019
January 10, 2020	January 25, 2020
February 9, 2020	February 27, 2020
March 9, 2020	March 23, 2020
April 10, 2020	April 25, 2020
May 10, 2020	May 23, 2020
June 7, 2020 for May invoices	June 22, 2020
June 15, 2020 for Final Billing	TBD

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

Exhibit G (2)

OAKLAND UNIFIED SCHOOL DISTRICT

PROCEDURES for PAID INSERVICE/EXTENDED CONTRACTS and TIME SHEETS OUSD CERTIFICATED TEACHERS 2019-2020

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

Paying OUSD **Certificated Employees** (Teachers)

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

Paid In-service/Extended Contract Timesheets Due to After School Programs Office on the following anticipated dates:	**OUSD Anticipated Payroll Issue Dates ***Please note: Allow 45 days processing time for the first submission. Future submissions take approximately 5 weeks .***
September 15, 2019	October 20, 2019
October 16, 2019	November 22, 2019
November 15, 2019	December 22, 2019
December 15, 2019	January 22, 2020
January 12, 2020	February 22, 2020
February 15, 2020	March 22, 2020
March 15, 2020	April 20, 2020
April 16, 2020	May 22, 2020
May 15, 2020	June 22, 2020
June 7, 2020	June 29, 2020

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

Exhibit G (3)

OAKLAND UNIFIED SCHOOL DISTRICT

PROCEDURES for EXTENDED TIME and/or OVERTIME FORMS (ET/OT)
for OUSD CLASSIFIED EMPLOYEES 2019-2020

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, 2019	September 29, 2019
September 29, 2019	October 12, 2019
October 12, 2019	October 31, 2019
October 31, 2019	November 15, 2019
November 15, 2019	November 30, 2019
November 30, 2019	December 15, 2019
December 15, 2019	December 29, 2019
December 22, 2019	January 12, 2020
January 12, 2020	January 31, 2020
January 31, 2020	February 15, 2020
February 15, 2020	February 28, 2020
February 28, 2020	March 15, 2020
March 15, 2020	March 29, 2020
March 29, 2020	April 14, 2020
April 13, 2020	April 30, 2020
April 30, 2020	May 15, 2020
May 15, 2020	May 31, 2020
May 31, 2020	June 15, 2020
June 7, 2020	June 29, 2020

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

Exhibit H

Certificates of Insurance and Additional Insured Endorsement

INSERT HERE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/29/2018

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
Arthur J. Gallagher & Co.
Insurance Brokers of California, Inc., # 0726293
1255 Battery Street #450
San Francisco CA 94111

CONTACT NAME: Marina Konshina
PHONE (A/C, No, Ext): 415-536-4057 FAX (A/C, No): 415-536-5743
E-MAIL ADDRESS: Marina_Konshina@ajg.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : NOVA Casualty Company	42552
INSURER B : Berkshire Hathaway Homestate Insurance Company	20044
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
YMCA of the East Bay
aka YMCA of the Central Bay Area
2111 Martin Luther King Jr. Way
Berkeley CA 94704

COVERAGES **CERTIFICATE NUMBER: 1299988303** **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	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	Y		CFY-ML-10000016-01	7/1/2018	7/1/2019	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$ 1,000,000
	POLICY [ ] PRO-JECT [ ] LOC						GENERAL AGGREGATE	$ 5,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY			CFY-AU-10000013-01	7/1/2018	7/1/2019	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
							Comp.Deduct-$100	$ Coll $1000
A	X UMBRELLA LIAB [ ] OCCUR			CFY-UM-10000013-01	7/1/2018	7/1/2019	EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED [ ] RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N	N / A		YMWC801226	7/1/2018	7/1/2019	X PER STATUTE [ ] OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH)						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Social Services Professional			CFY-ML-10000016-01	7/1/2018	7/1/2019	$1,000,000/$3,000,000	Per Occurrence/Agg

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Oakland Unified School District is included as additional insured as respects General Liability per attached endorsement where required by written contract.

CERTIFICATE HOLDER

Oakland Unified School District
1000 Broadway, Suite 680
Oakland CA 94607

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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b. Paragraph **6.** of **SECTION III – LIMITS OF INSURANCE**, is deleted and replaced by the following:
   6. Subject to Paragraph **5.** above, the Damage To Premises Rented To You limit is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises while rented to you, or temporarily occupied by you with permission of the owner, caused by fire, lightning, explosion, smoke, water or leaks from automatic fire protective systems. The Damage To Premises Rented To You limit will apply to all damage proximately caused by the same "occurrence", whether such damage results from fire, lightning, explosion, smoke, water or leaks from automatic fire protective systems, or any combination of any of these.
   The Damage To Premises Rented To You limit will be the higher of:
   (1) $1,000,000; or
   (2) The amount shown on the Declarations for Damage To Premises Rented To You.

6. **INVITEE PROPERTY DAMAGE LEGAL LIABILITY**
   a. The following is added to subparagraph **(4)** of **j. Damage To Property**:
   However, this exclusion does not apply to "property damage" to your "invitee's" personal property in your care, custody or control caused by fire, lightning, explosion, smoke, water, leaks from automatic fire protective systems; or vandalism or malicious mischief:
   (a) On premises you own or rent or on ways next to premises you own or rent; and
   (b) Arising out of your operations.
   For the purposes of this endorsement, personal property does not include any of the following:
   (a) Accounts, bills, currency, food stamps or other evidences of debt; deeds, money, notes, or securities;
   (b) Contraband, or property in the course of illegal transportation or trade; or
   (c) Blueprints, documents, drawings, manuscripts, records or valuable papers.
   b. The following is added to **SECTION III – LIMITS OF INSURANCE**:
   Subject to Paragraph **5.** above, the most we will pay under Coverage **A** for the sum of all damages sustained by all "invitees" because of "property damage" to personal property of such "invitees" in your care, custody or control is $15,000.
7. Paragraph **2. Exclusions** is amended to add the following exclusion:
   Willful Violation Of A Penal Code Or Statute
   "Bodily injury", "incidental medical malpractice liability" or "property damage" arising out of the willful violation of a penal code, statute or regulation relating to the sale or distribution of pharmaceuticals by or with the knowledge or consent of the insured.

C. **SECTION I – COVERAGES, COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY**, Paragraph **2. Exclusions** is amended as follows:
1. Subparagraph **a. Knowing Violation Of Rights Of Another** is amended to add the following:
   This exclusion does not apply to "personal and advertising injury" caused by malicious prosecution.
2. Subparagraph **e. Contractual Liability** is deleted and replaced by the following:
   e. Advertising injury for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.
   This provision does not apply if **COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY** is excluded by endorsement.

D. **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B,** Paragraph **1.** is amended as follows:
1. The limit in subparagraph **b.** is increased to $2,500.
2. The limit in subparagraph **d.** is increased to $500 a day.

E. **ADDITIONAL INSUREDS**
1. **SECTION II - WHO IS AN INSURED** is amended to include, as an additional insured, any person(s) or organization(s) for whom a written contract or written agreement between you and such person(s) or organization(s) exists and requires such person(s) or organizations(s) to be added as an additional insured to your Policy, but only for liability arising out of "bodily injury," "property damage," or "personal and advertising injury".
   a. This endorsement applies only if the written contract or written agreement is:
   (1) Currently in effect or becomes effective during the term of this Policy; and
   (2) Executed prior to the "bodily injury", "property damage", or "personal and advertising injury".

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j. If the additional insured is a controlling interest, that person(s) or organization(s) is an additional insured but only for their liability arising out of:
   (1) Their financial control of you; or
   (2) Premises they own, maintain or control while you lease or occupy those premises.
   (3) Their requirements for certain performance placed upon you, as a non-profit organization, in consideration for funding or financial contributions you receive from them; or

   As respects Paragraph **j.(2)** above, this insurance does not apply to:
   (1) Structural alterations, new construction or demolition operations performed by or on behalf of the person or organization; or
   (2) Any "occurrence" which takes place after you cease to be a tenant in that premises.

k. If the additional insured is a vendor, that person(s) or organization(s) is only an additional insured with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, but only if this Policy provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
   (1) This insurance afforded to the vendor does not apply to:
      (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
      (b) Any express warranty unauthorized by you;
      (c) Any physical or chemical change in the product made intentionally by the vendor;
      (d) Repackaging, except when unpacked under the instructions of the manufacturer for the sole purpose of inspection, demonstration, testing or the substitution of parts and then repackaged in the original container;
      (e) Any failure by the vendor to make inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of "your products";
      (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of "your products";
      (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
      (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
         (i) The exceptions contained in subparagraphs **(d)** or **(f)**; or
         (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of "your products".
   (2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

l. If the additional insured is a member or volunteer this insurance only applies with respect to their liability for your activities or activities they perform on your behalf;

m. If the additional insured is a trustee or member of the Board of Governors this insurance only applies with respect to their duties as such;

3. With respect to the insurance afforded to an additional insured as provided in Paragraphs **E.1.** and **E.2.** above, the most we will pay on behalf of the additional insured is the amount of insurance:
   a. Required by the contract or agreement; or
   b. Available under the applicable Limits of Insurance shown in the Declarations;
   whichever is less.

4. With respect to the insurance afforded to an additional insured as provided in Paragraphs **E.1.** and **E.2.** above, this insurance shall not increase the applicable Limits of Insurance shown in the Declarations.

5. If an Additional Insured endorsement is attached to this Policy that specifically names a person or organization as an insured, then the above Subsection **E. ADDITIONAL INSUREDS** does not apply to such person(s) or organization(s).

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This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, which is available to you for your liability with respect to your conduct of the business of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations and which is issued to such partnership or joint venture.

G. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** are amended as follows:

1. **KNOWLEDGE AND NOTICE OF OCCURRENCE, OFFENSE, CLAIM OR SUIT**
   The notification requirements of Paragraphs **2.a.** and **2.b. Duties In The Event Of Occurrence, Offense, Claim Or Suit** apply only when the "occurrence", offense, claim or "suit" is known to:
   a. You, if you are an individual;
   b. A partner or member, if you are a partnership or joint venture;
   c. An officer or director, if you are an entity other than a partnership, joint venture or limited liability company;
   d. A member or manager, if you are a limited liability company; or
   e. An insurance manager, risk manager or other "employee" you designate prior to loss to give notice to us.
   Knowledge of an "occurrence," offense, claim, or "suit" by your agent, servant or "employee" shall not in and of itself constitute knowledge by you unless an individual in one of the positions listed above has actual knowledge.
2. **FAILURE TO DISCLOSE HAZARDS**
   The following is added to Paragraph **6. Representations**:
   If you unintentionally failed to disclose all hazards or prior "occurrences" existing at the inception of this Policy, but reported such error or omission to us as soon as practicable after discovery, we will not deny coverage under this Coverage Part because of such failure.
   This provision does not affect our right to collect any additional premium or exercise our right of cancellation or non-renewal.
3. **WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**
   The following is added to Paragraph **8. Transfer Of Rights of Recovery Against Others To Us**:
   We waive any right of recovery we may have against any person or organization when such waiver is required by a written contract that you have agreed to prior to any "occurrence", "suit" or the offense which caused the "bodily injury", "property damage" or "personal and advertising injury", provided that the "occurrence", "suit" or the offense which caused the "bodily injury", "property damage" or "personal and advertising injury" arises out of operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

H. **SECTION V – DEFINITIONS** is amended as follows:

1. **BODILY INJURY**
   The definition of "bodily injury" in Paragraph **3.** is deleted and replaced by the following:
   "Bodily injury" means bodily injury, "incidental medical malpractice injury", mental anguish, mental injury, shock, fright, disability, humiliation, sickness or disease sustained by a person, including death resulting from any of these at any time.
2. **PERSONAL AND ADVERTISING INJURY**
   If **COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY** is not otherwise excluded from this Policy, the definition of "personal and advertising injury" in Paragraph **14.b.** is ameded to:
   b. Malicious prosecution or abuse of process;

   The following is added:
   "Personal and advertising injury" also means "discrimination" or humiliation that results in injury to a natural person or their reputation, but only if such discrimination or humiliation is:
   (a) Not done intentionally by or at the direction of, or with the knowledge or consent of:
      i. Any insured; or
      ii. Any executive officer, director, stockholder, partner or member of any insured organization;
   (b) Not directly or indirectly related to the employment, former or prospective employment, termination of employment, or application for employment, of any person or persons by any insured;
   (c) Not prohibited by or held in violation of law, public policy, legislation, court decision or administrative ruling;
   (d) Not arising out of any "advertisement" by the insured.

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Exhibit I

Statement of Qualifications

INSERT HERE

FOR YOUTH DEVELOPMENT®
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY

YMCA of the East Bay

The mission of the YMCA of the East Bay is to empower youth, advance health, and strengthen communities. While striving to meet the health and wellness needs of the diverse population of the East Bay communities, the YMCA of the East Bay prioritizes serving the underserved communities, with a special focus on underserved youth.

For over a century, the YMCA of the East Bay has remained a stable influence; a safe, healthy, and enriching community space for youth and families in the East Bay communities. Our organization is composed of a teen center, 5 health & wellness centers, 44 school-based program sites, 17 early childhood program sites, and 2 overnight camps. Our core programs focus on three areas: early childhood impact, youth development, and healthy living for all. From cradle to career, the Y provides all youth with the tools and resources they need to succeed in life.

Early Childhood Impact With the belief that every child deserves a head start in life, we facilitate high-quality early childhood impact programs that focus on long-term academic success and wellness of each child we serve. Overwhelming evidence shows that early childhood education for disadvantaged children has the highest return public investment in the world today. According to research, 60-70% of the achievement gap between rich and poor kids is already evident by kindergarten. Our Early Childhood Impact Program offers 17 sites serving infants and children from ages 0 to 5 across the Bay Area. Our strategy is to ensure all children are ready for kindergarten by age 5 so they are in a warm, caring environment of academic and noncognitive stimulation and grow up with the curiosity and confidence to succeed in school and life.

Youth Development When school doors close, ours open. In over 40 afterschool sites, 6 community day camps, and 2 residential camps, we are supporting youth, especially those from underserved communities, in developing academic, physical, and social skills. We strive to prepare and support the youth in our community to become their best selves and grow up to be the leaders of our communities. The programming includes school-based STEM and wellness enrichment programs, camps, childcare, a college-readiness program for low-income first-generation college-bound students, and youth leadership and workforce development programs.

Healthy Living for All The YMCA of the East Bay is committed to improving the health of our communities by offering people of all ages ways to manage, maintain, and regain their health. We offer health & wellness centers that include caring, professional staff, state of the art equipment, swimming pools, and a wide range of group exercise classes and youth sports programs. Our unique variety of programs for the community addresses healthy living and disease prevention, including diabetes prevention programs, healthy values-based competitive sports programs

for all ages, and essential swim and water safety lessons for the community. Our strategy is to meet the health and fitness needs of the large and diverse population in our communities. We offer financial assistance for low- to moderate-income individuals and families to access our resources and facilities to maintain and regain their health.

Financial Responsibility, Management, & Infrastructure

Our financial integrity and sound fiscal management are made possible by our finance department. The finance department's central infrastructure consists of 2 Senior VP's of Finance, 2 Payroll Accountants, 1 Payroll Coordinator, 1 Accounting Manager, 1 Contract Compliance Specialist, and 1 Accounts Payable Specialist.

Under supervision of Cheri Mezzapelle, the Senior VP of Finance, the Accounting Manager, Contract Compliance Specialist, and Accounts Payable Specialist ensure that our organization is compliant with grant and other financial contracts and that grant funds, including the funds from OUSD are allocated to the appropriate program. This team works inter-departmentally with program staffs and other departments for accuracy in our finances and program budgets. Under the supervision of Larry Gayden, the other Senior VP of Finance, the Payroll Coordinator and two Payroll Accountants ensure payroll is processed and employees are paid by the deadline each period.

In order to ensure sound fiscal management, the finance department holds staff training and supervision, segregation of duties, defined and clear controls over vendors, cash, capital assets, business-related expenses, corporate credit cards, investments, and monthly reconciliation of all bank accounts and balance sheet accounts. Our data systems track and report transactions and are secured to avoid risks of loss or breach of privacy.

We accurately portray and report our financial status to the board, staff, donors, financial institutions, YMCA of the USA (Y-USA), and the public at all times. Staff provide accurate documentation and timely reports on fiscal activities, including reports to the board. Board members and committees review and approve all formal reports prior to submission/disclosure, including the IRS Form 990, annual reports, and audit. We conduct financial audits each fiscal year by hiring a third-party independent contractor, in order to obtain an "unqualified opinion" on the accuracy of our financial statements.

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

_____

FOR YOUTH DEVELOPMENT®
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY

April 8, 2019

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

This letter verifies that all YMCA of the East Bay employees, volunteers, and agents working in OUSD after school programs have a fingerprint clearance through the Department of Justice and FBI and have a TB clearance prior to working on OUSD school sites.

Sincerely,

Fran Gallati
President & CEO
YMCA of the East Bay

SAM Search Results
List of records matching your search for :

Search Term : ymca of the east bay*
Record Status: Active

ENTITY	Young Men's Christian Association of the East Bay	Status: Active
DUNS: 071684401	+4:	CAGE Code: 5E4V6 DoDAAC:
Expiration Date: 03/20/2020	Has Active Exclusion?: No	Debt Subject to Offset?: No
Address: 2330 Broadway City: Oakland ZIP Code: 94612-2415		State/Province: CALIFORNIA Country: UNITED STATES

OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

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

Agency Information

Agency Name	YMCA of the East Bay			Agency's Contact Person	Fran Gallati
Street Address	2330 Broadway			Title	Chief Executive Officer
City	Oakland			Telephone	510-451-8039
State	CA	Zip Code	94612	Email	fgallati@ymcaeastbay.org
OUSD Vendor Number	004722				
Attachments	☒ Proof of general liability and workers' compensation insurance ☒ Statement of qualifications ☒ Program Planning Tool and Budget ☒ 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 Funding Guidelines*

Anticipated Start Date	August 1, 2019	Date work will end	July 31, 2020	Total Contract Amount	$ 69,663.00

Budget Information

Resource #	Resource Name	Budget #	Amount	Req. #
6010	ASES	010-6010-0-1110-4000-5825-204-2040-1553-0106-99999	$ 69,663.00	19/20 Funds
			$	
			$	
			$	

OUSD Contract Originator Information

Name of OUSD Contact	Neha Ummat	Email	neha.ummat		@ousd.org	
Telephone	510-874-6788	Fax	510-874-6790			
Site/Dept. Name	204/West Oakland Middle School	Enrollment Grades	6	through	8	

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	Neha Ummat		5/31/2019
2. Resource Manager	Martha Pena		5/31/2019
3. Network Superintendent/Deputy Chief/Exec Dir.	Mark Triplett		5/31/2019
4. Cabinet (CAO, SBO, CFO)	Sandra Aguirre		6/1/2019
5. Board of Education or Superintendent			
Procurement — Date Received			

THIS FORM IS NOT A CONTRACT