Board Office Use: Legislati	ve File Info.			
File ID Number 20-0955				
Introduction Date	6/3/20			
Enactment Number	20-0890			
Enactment Date	6/10/2020 lf			



between

Memo Tο Board of Education Kyla Johnson-Trammell, Superintendent From Martha Pena, Coordinator, After School Programs **Board Meeting** June 3, 2020 Date Amendment No. 2 to Memorandum of Understanding Subject Contractor: Citizen Schools Services For: Westlake Middle School **Action Requested** Approval by the Board of Education of Amendment No. 2 to and Memorandum of Understanding Recommendation Oakland Unified School District and Citizen Schools Redwood City, CA ____, for the latter to alter MOU scope of work to provide services in a manner consistent with local shelter-in-place orders as outlined in attached COVID amendment for the after school program at Westlake Middle School for the period of August 1, 2019 through July 31, 2020, with the continued MOU not to exceed amount of \$134,463.00. All other terms and conditions remain in full force and effect for the period of August 1, 2019 through July 31, 2020 in an amount not to exceed 134,463 **Prior Contract** The Agreement was previously approved by the Board on _____June 26,2019 (Enactment No. 19-1103). Modification This amendment modifies the scope of work. All other provisions remain the same. **Competitively Bid** Was this contract competitively bid? No If no, exception:

Funding resource(s): No Fiscal Impact **Fiscal Impact**

Attachments

Contract Amendment

Copy of original contract and all prior amendments (if any)

Board Office Use: Legisla	ative File Info.
File ID Number	20-0955
Introduction Date	6/3/20
Enactment Number	20-0890
Enactment Date	6/10/2020 lf



AMENDMENT NO. 2 TO

Memorandum of Understanding

This Amendment amends Unified School District (OUSD) and <u>Citize</u> (Contractor) entered into on <u>June</u> Agreement as follows:	en Schools	between Oakland
If the scope of work has changed: Pro expected final results, such as services <u>Revised scope of work atta</u> Contractor will alter MOU scope of work t	e of work is <u>unchanged</u> . ovide brief description of revised scope of work includi s, materials, products, and/or reports; attach additiona <u>ached</u> . OR OR CONTRACTOR agrees to provide the fol to provide services in a manner consistent with local shelter r school program at Westlake Middle School.	ing measurable description of al pages as necessary. Ilowing amended services:
		ontract has <u>changed</u> .
If the term has changed: The contract extend the contract throughJuly 31, 2	t term began on <u>August 1, 2019</u> and expires on 2020	The parties agree to
3. Compensation: 🗹 The contra	act price is <u>unchanged</u> .	has <u>changed</u> .
	e contract price is amended by to original contract amount. to original contract amount.	
The new contract total is One Hundred	Thirty Four Thousand, Four Hundred Sixty Thre Dollars (134,463)

- 4. Remaining Provisions: All other provisions of the Agreement, and prior Amendment(s) if any, shall remain unchanged and in full force and effect as originally stated.
- 5. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion: CONTRACTOR certifies to the best of his/her/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, certifies that this vendor does not appear on the Excluded Parties List (https://www.sam.gov/).

PO No. PO20-03050

Req No.

Amendment

6. Approval: Approval requires signature by the Board of Education and/or the Superintendent as its designee. This Amendment shall be deemed approved when it has been signed by the Board of Education, and/or the Superintendent as its designee.

OAKLAND UNIFIED SCHOOL DISTRICT	6/11/2020	CONTRACTOR DocuSigned by: Emily Mclann	5/4/2020
President, Board of Education Superintendent	Date	Contractor Signature	Date
Chief or Deputy Chief		Emily McCann	Chief Executive Officer
If the have	6/11/2020	Print Name, Title	
Secretary, Board of Education	Date		

Form approved by OUSD General Counsel for 2018-19 FY

FOR OUSD PURPOSES ONLY - The following information is not part of the Contract.

		OUSD Internal Rou	Iting		
Ser Pro	vices above original contract cannot be provide ocurement.	d before the amendn	nent is fully ap	oproved and the PO amou	int is increased by
		Signature - App	proved	Denied - Reason	Date
1.	Administrator/Manager	Development by:			5/4/2020
2.	Resource Manager (if restricted funds)	Aloya Taifor Martha Pe			5/4/2020
3.	Network Superintendent/Executive Director	Mark Tridett	-		5/6/2020
4.	Chief/Deputy Chief	La stantistication - Decadigree by.	1		5/6/2020
5.	Legal (if increase takes contract above \$90,200)	Soudra lo			
6.	Superintendent, Board of Education	Signature on the lega	al contract		

Alignment with Single Plan for Student Achievement - SPSA (required if using State or Federal Funds)

Please select:

Action Item included in Board Approved SPSA (no additional documentation required)-Item Number:_____

- Action Item added as modification to Board Approved SPSA Submit the following documents to the Resource Manager either electronically via email of scanned documents, fax or drop off.
 - a. Relevant page of SPSA with action item highlighted. Page must include header with the word "Modified", modification date, school site name, both principal and school site council chair initials and date.
 - b. Meeting announcement for meeting in which the SPSA modification was approved.
 - c. Minutes for meeting in which the SPSA modification was approved indicating approval of the modification.
 - d. Sign-in sheet for meeting in which the SPSA modification was approved.

Amendment No. 2 – Memorandum of Understanding VendorID: <u>001075</u> Vendor Name: <u>Citizen Schools</u> After School Program – Westlake Middle School

COVID Amendment

This Amendment modifies the attached Agreement, incorporated herein by reference, between the Oakland Unified School District ("OUSD") and [Citizen Schools] ("CONTRACTOR", together with OUSD, "PARTIES").

- A. **Recitals**. Both OUSD and CONTRACTOR agree to the following recitals:
 - On Friday, March 13, 2020 at 6:00pm, OUSD ceased in-person instruction at all OUSD school sites. Subsequently, OUSD cancelled in-person instruction for the remainder of the school year.
 - The Alameda County Public Health Officer issued a number of shelter-in-place orders that prohibited non-essential work and travel. These effectively prohibited, among other things, non-essential work and travel as well as in-person instruction at all OUSD school sites.
 - The Governor issued a series of Executive Orders that directed "all individuals living in the State of California to stay home or at their place of residence." As with the orders by the Alameda County Public Health Officer, these Executive Orders also prohibited non-essential work and travel as well as in-person instruction at all OUSD school sites.
- B. **Term**. Unless the term of the Agreement ends on or after August 15, 2020, the Agreement is hereby modified to authorize OUSD, at its sole discretion, to extend the term to any date up to and including August 15, 2020; provided that OUSD may only extend the term if CONTRACTOR is unable to perform under the Agreement, as modified herein, for all or part of the time that in-person instruction is prohibited. OUSD may only extend the term for the length of time that CONTRACTOR was unable to perform due to the effective prohibition against in-person instruction.
- C. **Scope of Work**. The scope of work described in the Agreement is hereby modified to enable CONTRACTOR to provide the services described in the Agreement by any means that are consistent with COVID-19-related local, state, and federal orders (including, but limited to, those referenced above in the Recitals), provided that OUSD agrees, in writing, that doing so will provide a meaningful benefit to OUSD. Only a site administrator or central office OUSD employee may give such written permission.
- D. Invoicing. The Agreement is modified such that, for services performed on or after March 14, 2020 and that are permitted by Paragraph C above, CONTRACTOR must first receive written permission from OUSD to invoice OUSD for such services. Only a central office OUSD employee may give such written permission; an OUSD employee assigned to a school site may not give such written permission. Any invoice submitted pursuant to this paragraph must, at a minimum, include the following for each date (on or after March 14, 2020) on which an invoiced service was performed: the date and the length of time; a description of the service performed; a description of the individual(s) who performed the service; the medium by which the service was performed (e.g., virtually); and whom at OUSD received and benefited from the service. At its discretion, OUSD may require additional information included in an invoice.

E. Electronic Signatures. This Amendment and all future amendments and supplements to the Agreement may be executed in one or more counterparts, all of which shall constitute one and the same amendment. Any counterpart may be executed and delivered by facsimile or other electronic signature (including portable document format) by either of the parties and, notwithstanding any statute or regulations to the contrary (including, but not limited to, Government Code section 16.5 and the regulations promulgated therefrom), the counterpart shall legally bind the signing party and the receiving party may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received. This section constitutes a waiver by each party of the requirements and constraints on electronic signatures found in statute and regulations including, but not limited to, Government Code section 16.5 and the regulations including, but not limited to, Government Code section 16.5 and the result of the requirements and constraints on electronic signatures a waiver by each party of the requirements and constraints on electronic signatures found in statute and regulations including, but not limited to, Government Code section 16.5 and the regulations promulgated therefrom.

OAKLAND UNIFIED SCH Docusigned by: Sondra Aguilura Chilef of Deputy Chief	OOL DISTRICT 5/6/2020 Date	CONTRACTOR DocuSigned by: Emily Mclann Contractor Signature	5/4/2020 Date
<u>Sondra Aguilera, Chief A</u> Print Name, Title	cademic Officer	<u>Emily McCann, Chief E</u> Print Name, Title	xecutive Officer
Jody London President	Date		
Kyla Johnson-Trammell Secretary	Date		

Previously approved as to form by OUSD General Counsel



OAKLAND UNIFIED

ity Schools, Thriving Studen

AMENDMENT ROUTING FORM 2018-2019

Amendment No. 2 to Memorandum of Understanding

Directions

Services beyond the original contract cannot be provided until the amendment is fully approved and PO is increased by Procurement.

- 1. To be eligible for an amendment, term end date of the contract cannot not be expired. If expired, a new contract is necessary.
- 2. Insert the amendment number (i.e. if this is the first amendment enter "1," second enter "2," etc.) at the top of the amendment.
 - 3. If contract total amount has increased, the scope of work must change.

4. OUSD contract originator creates new requisition with the original PO number referenced in the item description. When the contract amendment is approved, Procurement will add additional funds to the <u>original</u> Purchase Order.

- Attachment Checklist
- Contract amendment packet including Board Memo and Amendment Form
- Board approved copy of the original contract and any prior Amendments.

and a bring the		Contractor Information			5 214 421		
Contractor Name	Citizen Schools	Contractor's Co	ontact	Emily McCann			
OUSD Vendor ID #	001075	Title		Chief Executive Officer			
Street Address	330 Twin Dolphin Drive	City, State	Redwood City, CA Zip Code		Zip Code	94085	
Telephone	(617) 695-2300	Email (required)	emilymccann@citizenschools.org				

		Compensation	n and Terms		1 1 1 1 1 1	
Current Contract Amount	\$134,463.00	OUSD Vendor ID #	001075	Start Date of Original Contract	8/1/2019	
Amount of Increase		Original PO #		Current Term End Date	7/31/2020	
Amount of Decrease		New Requisition #		New Term End Date*		
New Total Contract Amount	134,463	% Change		*Must be no more than five years from the start date		

 Budget Information (If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition)

 Requisition No.
 Budget Number
 Resource Name
 Amount

 Image: Completing requisition
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	Contract History	
OUSD Enactment #	Exact Name of Contract	Contract Amount
19-1103	19-1210 - Memorandum of Understanding - Citizen Schools - After School	
OUSD Enactment #		Increase/Decrease Amoun
20-0114		\$55,476.00
	19-1103 OUSD Enactment #	19-1103 19-1210 - Memorandum of Understanding - Citizen Schools - After School OUSD Enactment # General Description of Reason for Amendment

	Sector Sector	OL	JSD Contract Originator Inform	nation		120 - 2 - 2 - 2 - 2	and the	and the state of the state of the	
Nar	ne of OUSD Contact	Maya Taylor			Email	maya.taylo	r	@ousd.org	
Site	e/Dept. Name Westlake Middle School			Site # 213				510-879-2130	
Serv	vices above original co		I and Routing (in order of app fore the amendment is fully appro						
-			Signature - Approved	ved ar		nied - Reason		Date	
1.	Administrator/Mar	nager	Blace Tailor					5/4/2020	
2.	Resource Manager	(if restricted funds)	Martia Pina					5/4/2020	
3.	Network Superinte	ndent/Executive Director	Mark Triplett		-		-	5/6/2020	
4.	Chief/Deputy Chief		CENCIMAT AND AND ADDRESS BY.					5/6/2020	
5.		kes contract above \$92,600)	Sendra Aquitera		-			-1-1	
6,	Superintendent, Bo		Signature on the legal contract				-		

Board Office Use: Legislati	ve File Info.
File ID Number	19-2544
Introduction Date	1/22/20
Enactment Number	20-0114
Enactment Date	1/22/2020 lf



Memo					
То	Board of Education				
From	Kyla Johnson-Trammell, Superintendent				
	Martha Pena, Coordinator, After School Programs				
Board Meeting Date	January 22, 2020				
Subject	Amendment No. 1 to Memorandum of Understanding				
Contractor: Citizen Schools					
	Services For: Westlake Middle School				
Action Requested and	<u>Approval</u> by the Board of Education of Amendment No Memorandum of Understanding	<u>1</u> to between			
Recommendation		between			
	Oakland Unified School District and <u>Citizen Schools</u> Redwood City, CA, for the latter to	,			
	hire two additional staff members to provide instruction in Englis and will expand availability of after school students for an additio Contractor will create 8th grade Academy to support students in requirements, help them understand high school options proces requirements, and introduce them to a variety of college and care period of August 1, 2019 through July 31, 2020, in the additional increasing the MOU not to exceed amount from \$78,987.00 to \$1 conditions of the MOU remain in full force and effect	onal thirty students. fulfilling their promotion s and graduation eer opportunities for the amount of \$55,476.00,			
	for the period of <u>August 1, 2019</u> through <u>July 31, 2020</u> in an	amount not to exceed			
	134,463				
Prior Contract	The Agreement was previously approved by the Board on No. <u>19-1103</u>).	June 26,2019 (Enactment			
Modification	This amendment modifies the scope of work and compensation All other provisions remain the same.	n.			
Competitively Bid	Was this contract competitively bid? No				
F1	If no, exception:				
Fiscal Impact	Funding resource(s): After School Education and Safety (ASES/60	010)			
Attachments	 Contract Amendment Copy of original contract and all prior amendments (if any 	y)			

Board Office Use: Legisla	ative File Info.
File ID Number	19-2544
Introduction Date	1/22/20
Enactment Number	20-0114
Enactment Date	1/22/2020 lf



AMENDMENT NO. 1 TO

Memorandum of Understanding

This Amendment amends Unified School District (OUSD) and <u>Citizen Se</u> (Contractor) entered into on <u>June 26, 2</u> Agreement as follows:	chools	between Oakland gree to amend that				
If the scope of work has changed: Provide expected final results, such as services, ma <u>Revised scope of work attache</u> Contractor will hire two additional staff memi expand availability of after school students for students to support them in fulfilling their pro- graduation requirements, and introduce then colleges and universities for students in the A	work is <u>unchanged</u> . The scope of work has <u>ch</u> e brief description of revised scope of work including meas aterials, products, and/or reports; attach additional pages <u>ed.</u> OR CONTRACTOR agrees to provide the following a abers to provide instruction in English Language Arts and Math or an additional thirty students. Contractor will also create an <i>A</i> omotion requirements, educate them regarding high school o m to a variety of college and career opportunities and provide After School Program at Westlake Middle School.	surable description of as necessary. amended services: ematics and will Academy for 8th grade				
 2. Term (duration): The term of the contract is <u>unchanged</u>. The term of the contract has <u>changed</u>. If the term has changed: The contract term began on <u>August 1, 2019</u> and expires on The parties agree to extend the contract through <u>July 31, 2020</u>. 						
If the compensation has changed: The compensation has changed has change	rice is <u>unchanged</u> . If the contract price has <u>cha</u> ntract price is amended by to original contract amount. to original contract amount. rty Four Thousand, Four Hundred Sixty The Dollars (<u>134,463</u>	<u>nged</u>)				

- 4. Remaining Provisions: All other provisions of the Agreement, and prior Amendment(s) if any, shall remain unchanged and in full force and effect as originally stated.
- 5. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion: CONTRACTOR certifies to the best of his/her/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, certifies that this vendor does not appear on the Excluded Parties List (<u>https://www.sam.gov/</u>).

PO No. PO20-03050

Req No. VR20-05677

Amendment

6. Approval: Approval requires signature by the Board of Education and/or the Superintendent as its designee. This Amendment shall be deemed approved when it has been signed by the Board of Education, and/or the Superintendent as its designee.

OAKLAND UNIFIED SCHOOL DISTRICT		CONTRACTOR	
Jody that	1/23/2020	Emily Mclann	12/4/2019
President, Board of Education	Date	Contractor Signature	Date
Superintendent Chief or Deputy Chief		Emily McCann	Chief Executive Officer
Jef. Rf have	1/23/2020	Print Name, Title	
Secretary, Board of Education	Date		

Form approved by OUSD General Counsel for 2018-19 FY

FOR OUSD PURPOSES ONLY - The following information is not part of the Contract.

		OUSD Internal Routing		
Ser Pro	vices above original contract cannot be provide curement.	d before the amendment is fully ap	oproved and the PO amou	nt is increased by
		Signature - Approved	Denied - Reason	Date
1.	Administrator/Manager	Docusioned by: Maria Tailor		12/4/2019
2.	Resource Manager (if restricted funds)	TCE873E9750342F. Docusigned by: Martia Pina		12/4/2019
3.	Network Superintendent/Executive Director	Docusigned by: Mark tright		12/17/2019
4.	Chief/Deputy Chief	E3C15A2F482C463 . DocuSigned by:		12/18/2019
5.	Legal (if increase takes contract above \$90,200)	Soudra Aquilera Borze Bossacado .		
6.	Superintendent, Board of Education	Signature on the legal contract		

Alignment with Single Plan for Student Achievement – SPSA (required if using State or Federal Funds)

Please select:

Action Item included in Board Approved SPSA (no additional documentation required)-Item Number:

Action Item added as modification to Board Approved SPSA – Submit the following documents to the Resource Manager either electronically via email of scanned documents, fax or drop off.

a. Relevant page of SPSA with action item highlighted. Page must include header with the word "Modified", modification date, school site name, both principal and school site council chair initials and date.

- b. Meeting announcement for meeting in which the SPSA modification was approved.
- c. Minutes for meeting in which the SPSA modification was approved indicating approval of the modification.
- d. Sign-in sheet for meeting in which the SPSA modification was approved.

	TARY & MIDDLE SCHOOLS 01.2019							
Site					OFC Mate	h Fees (if		Other Lead
	Westlake			ASES	Fund	Is applicable)	Site Funds	Agency Funds
Site #:	213.00	199	Resturce 6010		-			
age #	of students to be served daily (ADA) #REF!	%	OUSD	Lead Agency	% Lead Agen	cy Lead Agency	OUSO	Lead Agency
TRAL	TOTAL GRANT AWARD COSTS: INDIRECT, ADMIN, EVAL, PD,		177,5	59.20	100,000.0	0	0.00	0.00
TODIA	AL, SUPPLIES		1	1000				
	OUSD Indirect (5.00%) OUSD ASPO admin, evaluation, and training/technical	-	8,455.20					
	assistance costs	-	11,062.88			_		
	Custodial Staffing and Supplies at 3.5%	Sec.	5,531.44					
	TOTAL SITE ALLOCATION		152,5	00.69				
TIFIC/	ATED PERSONNEL		102,5	09.00	State Lang			
20	Quality Support Coach/Academic Liaison (Highly Recommended)		2,500.00				0.00	
20	Certificated Teacher Extended Contracts- math or ELA academic intervention (required for MS)							
			2,500.00				0.00	
20 20	Certificated Teacher Extended Contracts- ELL supports Certificated Teacher Extended Contracts- main of ELX academic intervention (recommended for MS)	-						
	Total certificated		5,000.00		100		0.00	
SIFIE	DPERSONNEL						0.00	
	Site Coordinator (list here, if district employee)		0.00	0.00			0.00	0.00
20	SSO (optional)		9,874.00				0.00	
			0.00					
	Total classified	1000	9,874.00	0.00			0.00	0.00
FITS							0.00	0.00
0's	Employee Benefits for Certificated Teachers on Extended Contract (benefits at 20%)		1,000.00					
0's	Employee Benefits for Classified Staff on Extra	1.20			611 1	1		
	Time/Overtime (benefits at 22%) Employee Benefits for Salaried Employees (benefits at		2,172.28					
	42%) Lead Agency benefits (rate: 25%)		0.00	24,591.25	14 664 7			
_	Total benefits		3,172.28	24,591.25	14,661.7 14,661.7			0.00
S AN	D SUPPLIES							0.00
10	Supplies (OUSD only, except for Summer Supplemental)		0.00		5,000.0		0.00	0.00
	Curriculum (OUSD only)		0.00				0.00	0.00
	Field Trips Equipment (OUSD only)		0.00	5,000.00	2,000.0	·	0.00	0.00
ľ		1	0.00		Sy		0.00	0.00
	STEAM Materials				1,800.0			
	Bus tickets for students			767.70	200.04			
	District professional development on district PD days Bridging the Bay conference, Youth Work Methods							
	rainings)			500.00				
	ech academies coding & enginereering COP			1,000.00				
the second second	Fotal books and supplies	202	0.00	7,267.70	9,000.00	0.00	0.00	0.00
	Site Coordinator (list here if CBO staff)		0.00	60,000,00	20,689.00			
	iteracy academic instructors (required for ES)		0.00	3,200.00	20,009.00	1		
	Aath academic instructors (required for ES)		0.00	3,200.00				
-	Enrichment Facilitators	-		19,745.00	28,658.00			
5 a	Subcontractors (please list each specific subcontracting gency)			0.00				
5 5	TEM instructors (required for middle school)			6,000.00				
5 0	College/career readiness facilitator (recommended for MS)			4,200.00	15 000 00			
		-		4,200.00	15,000.00	1		

	Family Liaison					r	Т	Т	No.
5825	(recommended for 21st Century sites)				-	1,000.00			
5825									
5825	Mental Health consultant (optional)	1	0.00						-
5825	Staff time to participate in Continuous Quality Improvement trainings and meetings (required)			1,020.00		1,000.00			
5825						8,300.00			
5825									
5825									
	Total services	100	0.00	98,365.00		74,647.00	0.00	0.00	0.00
N-KIND D	IRECT SERVICES							The Transferr	The state of the
								0.00	0.00
					1			0.00	
		1			20		1		
	Total value of in-kind direct services							0.00	0.00
EADAC	ENCY ADMINISTRATIVE COSTS			-	-				
LADAC	ENCT ADMINISTRATIVE COSTS				-				
	Lead Agency admin (4% max of total contracted \$)	22		4,239,45		1,691.25			0.00
UBTOT,	ALS						Contraction of the	Statistics of the	0.00
	Subtotals DIRECT SERVICE	85.00	20,701.37	130,223.95	1400	98,308.75	0.00	0.00	0.00
	Subtotals Admin/Indirect	15.00	22,394.43	4,239.45	Color Street	1,691.25	0.00		0.00
OTALS				.,		1,001120	0.00		0.00
	Total budgeted per column		43,095,80	134,463.40		100,000,00	0.00	0.00	0.00
	Total BUDGETED	####	177,55		###	100,000.00	0.00	0.00	0.00
							0.00		
	BALANCE remaining to allocate		0.0		15.5	1.1.1.1.1.1.1	11 - 11 - 11 - 11 - 11 - 11 - 11 - 11	Backson .	0.00
	BALANCE remaining to allocate		0.0	0	152	1 1		a Franker	0.00
				0					0.00
	BALANCE remaining to allocate		0.0	0					0.00
050 440	BALANCE remaining to allocate		0.0	0					0.00
SES MA	BALANCE remaining to allocate		0.0	0					0.00
	BALANCE remaining to allocate		0.0	0					0.00
SES req	BALANCE remaining to allocate TOTAL GRANT AWARD/ALLOCATION TO SITE TCH REQUIREMENT: uires a 3:1 match for every grant award dollar awarded.		0.0	0					0.00
SES required	BALANCE remaining to allocate TOTAL GRANT AWARD/ALLOCATION TO SITE TCH REQUIREMENT: uires a 3:1 match for every grant award dollar awarded. ch amount required for this grant:		0.0 177,55 59,186,40	0					0.00
SES requisited to the second s	BALANCE remaining to allocate TOTAL GRANT AWARD/ALLOCATION TO SITE TCH REQUIREMENT: uires a 3:1 match for every grant award dollar awarded. ch amount required for this grant: sount toward 25% of this match requirement:		0.0 177,55 59,186.40 14,796.60	0					0.00
SES requisited to the second s	BALANCE remaining to allocate TOTAL GRANT AWARD/ALLOCATION TO SITE TCH REQUIREMENT: uires a 3:1 match for every grant award dollar awarded. ch amount required for this grant:		0.0 177,55 59,186,40	0					0.00
SES required to the second sec	BALANCE remaining to allocate TOTAL GRANT AWARD/ALLOCATION TO SITE TCH REQUIREMENT: uires a 3:1 match for every grant award dollar awarded. th amount required for this grant. sount toward 25% of this match requirement: p match amount required:		0.0 177,55 59,186.40 14,796.60	0					0.00
SES required acilities of the second	BALANCE remaining to allocate TOTAL GRANT AWARD/ALLOCATION TO SITE TCH REQUIREMENT: uires a 3:1 match for every grant award dollar awarded. ch amount required for this grant: sount toward 25% of this match requirement:		0.0 177,55 59,186,40 14,796,60 44,389,80	0					0.00
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OAKLAND UNIFIED SCHOOL DISTRICT

AMENDMENT ROUTING FORM 2018-2019

Amendment No. 1 to Memorandum of Understanding

Directions

Services beyond the original contract cannot be provided until the amendment is fully approved and PO is increased by Procurement.

- 1. To be eligible for an amendment, term end date of the contract cannot not be expired. If expired, a new contract is necessary.
- 2. Insert the amendment number (i.e. if this is the first amendment enter "1," second enter "2," etc.) at the top of the amendment.
- 3. If contract total amount has increased, the scope of work must change.

4. OUSD contract originator creates new requisition with the original PO number referenced in the item description. When the contract amendment is approved, Procurement will add additional funds to the original Purchase Order.

Attachment

Checklist

- Contract amendment packet including Board Memo and Amendment Form ۰ •
- Board approved copy of the original contract and any prior Amendments.

		Contractor Information						
Contractor Name	Citizen Schools	Contractor's C	ontact	Emily McCann				
OUSD Vendor ID #	001075	Title		Chief Executive Officer				
Street Address 330 Twin Dolphin Drive		City, State	City, State Re		Redwood City, CA Zip Code 940			
Telephone	(617) 695-2300	Email (required)	emilymccann@citizenschools.org			21003		

Compensation and Terms						
Current Contract Amount	\$78,987.00	OUSD Vendor ID #	001075	Start Date of Original Contract	8/1/2019	
Amount of Increase	55,476	Original PO #	PO20-03050	Current Term End Date	7/31/2020	
Amount of Decrease		New Requisition #	VR20-05677	New Term End Date*		
New Total Contract Amount	134,463	% Change	70.23	*Must be no more than five years from the start da		

Requisition No.	Budget Number	Resource Name	Amount
VR20-05677	010-6010-0-1110-4000-5825-213-2130-1553-0106-99999	ASES	\$ 55,476.00
			\$ 0.00
			\$ 0.00
			\$ 0.00

		Contract History		
	OUSD Enactment #	Exact Name of Contract	Contract Amount	
Agreement	19-1103	19-1210 - Memorandum of Understanding - Citizen Schools - After School	\$78,987.00	
Amend #	OUSD Enactment #	General Description of Reason for Amendment	increase/Decrease Amount	

		OL	JSD Contract	Originator Inform	ation		States and St	1918	
Nan	ne of OUSD Contact	Maya Taylor				Email	maya.taylo	r	@ousd.or
Site/Dept. Name Westlake Middle School					Site	# 213		Phone	510-879-2130
		Approva	and Routin	g (in order of appr	roval s	steps)		100	
Serv	ices above original co	ontract cannot be provided be	fore the amen	dment is fully approv	ved an	d the P	O amount is ii	ncrease	d by Procurement.
	1		Signat	ure - Approved		De	enied - Reason	n	Date
1.	Administrator/Ma	nager	Maya Taylor						12/4/2019
2.	Resource Manager	(if restricted funds)	- 1CE873E9750342F	Docusioned by: Martha Pena					12/4/2019
3.	Network Superinte	endent/Executive Director	Mark Triplett			5.0° - 1° - 1° - 1° - 1° - 1° - 1°			12/17/2019
4.	Chief/Deputy Chie	f	E3C16A2F482C495	- DocuSigned by:					12/18/2019
5.	Legal (if increase ta	kes contract above \$92,600)	1	Sondra Aguilera					
6.	Superintendent, B	pard of Education	Signature on the legal contract						

Board Office Use. Legislative File Info.					
	File ID Number	19-1210			
1	Introduction Date	6/26/19 19-1103			
	Enactment Number	19-1103 -			
	Enactment Date	6/26/19 er			



Memo

То	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	<u>June 26, 2019</u>
Subject	Memorandum of Understanding
	Contractor: Citizen Schools
	Services For: Westlake Middle School

Action Requested and Recommendation Approval by the Board of Education of Memorandum of Understanding between the District and Citizen Schools, Redwood City, 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 Westlake Middle School's comprehensive After School Program, for the period of August 1, 2019 through July 31, 2020, in an amount not to exceed \$78,987.00.

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:
 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

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• Statement of Qualifications

After School Template for Elementary and Middle Schools Memorandum of Understanding 2019-2020 Between Oakland Unified School District and Citizen Schools

- 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 Education of after school grant funds, to contract with Citizen Schools ("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 213/Westlake 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 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.

- 4.1. 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 \$<u>78,987.00</u> 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

After School MOU for Elementary and Middle Schools, 2019-2020, page 2 of 38 Rev. 5/13 /2019

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

- **Program Fees.** The intent of the ASESP and 21st CCLC programs is to establish local programs. 4.7. that offer academic assistance and enrichment for students in need of such services regardless of their ability to pay. Though it is not against the rules to charge fees for participation in programs, the CA Department of Education discourages it because it could exclude students in need from attending and taking advantage of the after school program. Fees should not create a barrier to participation in the after school program. After school services must be equally accessible to all students targeted for services regardless of their ability to pay. Programs that propose to charge fees may not prohibit any family from participating based on their inability to pay and must offer a sliding scale of fees and scholarships for those who could not otherwise afford to participate. Any income collected from fees must be used to fund program activities specified in the grant application. AGENCY shall do full accounting of fees collected, and documentation shall be kept for 5 years for auditing purposes. If AGENCY decides to charge fees, this decision shall be made collaboratively with the Site Administrator, and AGENCY shall work collaboratively with the Site Administrator and parent leaders to develop an appropriate program fee structure for the school community. AGENCY shall provide the OUSD After School Programs Office with written documentation of the program fee structure prior to charging any program fees, and shall provide OUSD with additional documentation upon request. to ensure grant compliance. Programs that charge program fees will waive or reduce these fees for students who are eligible for free or reduced-priced meals. Programs cannot charge fees if the child is a homeless youth, as defined by the federal McKinney-Vento Homeless Assistance Act (42 U.S.C. Sec.1143a), newcomers (refugee, asylee, and unaccompanied minor), or if the child is in foster care.
- 5. Scope of Work. AGENCY will serve as lead agency at <u>213/Westlake Middle School</u>, will be responsible for operations and management of the ASESP, 21st CCLC, OFCY, and private grants contracted to AGENCY by OUSD for fiscal year 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 ______213/Westlake 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 <u>6th</u> through <u>8th</u> grade students at <u>213/Westlake Middle School</u>, to serve sufficient number of students and run services for a sufficient number of days to earn the full core grant allocation of funding.

5.4. Program Requirements

- 5.4.1. **Program Hours.** The program shall be offered Monday through Friday, every regular school day annually, commencing immediately upon the conclusion of the regular school day, operating a minimum of 15 hours/week, and until 6:00 pm daily. Instructional activities must include a balance of both academic and enrichment/recreation components.
- 5.4.2. Program Days. The program shall be offered a minimum of 177 180 days during the 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 outlined in the ASES as and 21st CCLC grants for students at 213/Westlake 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 213/Westlake 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 _____ 213
 - 213/Westlake 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 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 \$<u>78,987.00</u> 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 school 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.

Acma Eng	6/27/19	Elisha Muskat 5/28/2019
 President, Board of Education State Administrator Superintendent 	Date	Agency Director Signature Date Elisha Muskat Director of Finance Operation
Pf 19-tone	6/27/19	Print Name, Title Attachments: Exhibit A. Attendance Reporting Schedule
Secretary, Board of Education	Date	 Exhibit B. Planning Tool/Comprehensive After School Program Budget
Andrea Bustamante	5/29/2019	 Exhibit C. Enrollment Packet, including Early Release Waiver Exhibit D. List of Anticipated Field Trips, Off Site
Executive Director Community Schools and Student	Date Services Dept.	 Events and Off Site Activities Exhibit E. Waiver for use of East Bay Regional Park District Bodies of Water (Swimming Pools
Maya Taylor	5/27/2019	Lagoons, Shoreline Parks and Lakes) and Related Facilities • Exhibit E (1) Middle School Sports Release of
Principal	Date	Exhibit F. Invoicing and Staff Qualifications Form
-Docusigned by: Mark Triplett -E3C18A2E482C455	5/31/2019	 Exhibit G. Fiscal Procedures and Policies Exhibit H. Certificates of Insurance Exhibit I. Statement of Qualifications
Network Superintendent	Date	 Exhibit J. Agreement to Allow Distinct and Separate Employment by OUSD and AGENCY
Docusigned by: Soudra Aguilera B072CB8033AD406	6/1/2019	
Chief Academic Officer	Date	Legislative File ID: 19-1210

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

Exhibit A

Attendance Reporting Schedule

After Sci	fied School District hool Programs 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 1 0, 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)

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2019-20 AFTER SCHOOL BUDGET PLANNING SPREADSHFEFT



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 AF	TER-SCHOOL PR	OGRAM INFORMATION
School Site Name: Westlake Mide	dle School	School Type (check one) Elementary (K-5) Elementary (K-8) X Middle (6-8) High School (9-12) Continuation High School Comprehensive High School
CDS Code: 01612596057095		After-School Lead Agency: Citizen Schools
Is this school-site committed to a	new lead agend	ry for 2019-2022? Yes No
Principal Name: Maya Taylor	Principal Signa	ture and date: 1a Jayl 4.26.19
Lead Agency Director Name: Sheree West	Lead Agency D	irector Signature and date:
After School Site Coordinator (if known at this time): TBD	After School Si	te Coordinator Signature and date: TBD



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. 120 Projected daily attendance for 2019-20 school year program. Program Operations for the 2019-2020 school year. Last Day: May 28, 2020 First Day: August 12, 2019 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 open every other day of the school year. Date: 5/17/19 Date: 11/21/19 Date: 2/7/2020 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: *School should provide lead agency with a calendar of minimum days for the 1st day of school. X 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? Citizen Schools' staffing model is budgeted to allow for uninterrupted coverage of the additional Extended Learning Time hours on minimum days without the need for additional school resources. We will also collaborate with the school day to align our staffing and program to meet the needs of minimum days. Citizen Schools' Americorps' staffing model is budgeted to allow for uninterrupted coverage of the additional Extended Learning Time hours on minimum days without the need for additional school resources. We will also collaborate with the school day to align our staffing and program to meet the needs of minimum days.



OAKLAND UNIFIED SCHOOL DISTRICT

Notes: purpose: Program Operations: planning the every day, projected hours, projected students attending for ASP. Allowed 3days of closure for PD training, on top of school-PDs, minimum days (& week-long early release) increase the contact hours of after school program, need coordination explicit communication with school admin/principal, & how school and lead agency will hold extra hours Surprising: question about additional funds outside of CDE grants, good/necessary, OFCY grant+ other \$ Challenge: communicating with school site, prioritizing detailed real calendar with upcoming events

SECTION 3a: PROGRAM MODEL.

Average Daily Attendance, Program Dates, Minimum Days & Enrollment

For 2019-2020, my site will operate the following program model:

- □ <u>Traditional After School</u>: 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)
- X <u>Blended/Hybrid</u>: a combination of some extended day and some traditional after-school programming (<u>If you are conducting a blended/hybrid program, please use the section below to explain your program model type</u>.)

Citizen Schools will provide an extended school day for all 6th graders and opt-in after-school programming for 7th and 8th graders.

Citizen Schools programming supplements Westlake's initiatives by increasing students' access to caring adults, providing additional academic programming, connecting with the greater community through apprenticeships with local volunteers, and involving students' families in school-based experiences, activities, and events.

The CS campus leader works closely with Westlake administrative team to align goals, priorities, and initiatives. CS staff participate in school-and district-based PD events to extend OUSD programming into the ELT space.

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

TK I KI 1 I 2 I 3 I 4 I 5 I 6 X 7 X 8 X 9 I 10 I 11 I 12 I

ENROLLMENT PROCESS & TIMELINE X 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.



OAKLAND UNIFIED SCHOOL DISTRICT

OUSD Expanded Learning Department

After-School Programs

- 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.

Specify your program enrollment process and 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.

Westlake administrators will include program information in any communication being sent out to families, and include Citizen Schools' in events and info sessions as scheduled across spring, summer, and fall. School and program are aligned in orientation and attendance guidelines for all Westlake 6th graders, and will support one another to hold this as norm. Citizen Schools will also partner with the community manager to connect with potential incoming 6th graders and local feeder schools

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?"



OAKLAND UNIFIED SCHOOL DISTRICT

OUSD Expanded Learning Department After-School Programs

The Citizen Schools' program at Westlake is staffed such that it can accommodate changes in the school's enrollment. The program components are designed to scaffold individualized placement. The Campus Director works closely with school administrator to ensure mid-year additions are placed in a way that optimizes their learning and social integration.

Students who meet one or more of these high-need categories will be immediately enrolled into program. Should this enrollment impact the 20:1 program student:staff ratio, additional support will be provided by agency director, and attendance review will be used to maintain compliance.

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?

SECTION 4: PROGRAM COMPONENTS

*<u>CDE</u> 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. Monday- Friday, Citizen Schools will provide a structured academic space that includes tutoring, homework help, interventions, and/or pre-reviewing of subject matter
- 2. In collaboration with the daytime staff, two times a week, Citizen Schools staff will pre-teach Math lessons to 6th grade students in preparation of the next day lessons.
- 3. Two times a week, Citizen Schools will offer apprenticeship classes that are rooted in STEAM, and SEL best practices
- 4. Every day Citizen Schools will provide opportunities for students to participate in structured sports play

Educational and literacy Composition that includes tutoring/ home assistance in the	academic development? (include specific strategies for creating a <u>Safe & supporting</u>
subjects (langua arts, math, histo /social science,	 - Citizen Schools at Westlake will participate in Every Monday Matters where every week Students will participate in intentional SEL curriculum



	 Citizen Schools at Westlake will provide structured homework spaces staffed by Teaching Fellows who have intimate content knowledge based on their participation in classroom instruction during the school day. This space will allow students to work on and complete their homework assignments daily. -Citizen School at Westlake will host SEL based circles every Friday to create safe and supportive classrooms
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 <u>skill - building; youth voice and leadership</u> <u>and diversity, access and equity.</u>) Quality Standard #3: Skill building in action Programmatic Level: The program supports projects and activities in which participants demonstrate mastery by working toward a final product or presentation. All students will participate in 2 unique Apprenticeship courses per semester (4 per year). These courses are designed to bring in experts from a variety of fields (engineering, music, coding, arts, and more) to partner with our Teaching Fellows to teach hands-on classes rooted in experiential learning practices with a showcase at the end of each semester to display skills developed and lessons learned.
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 program.)	 Describe how your after-school program will provide structured physical activity for all participants. (Include specific strategies to promote <u>Healthy Choice and Behaviors</u>.) Quality Standard # 5: Healthy Choices and Behaviors; The program incorporates nutrition and physical activity into all facets of program design At Westlake, students participate in 30 minutes of recess everyday after snack Students have the opportunity to participate in structured soccer and/or basketball games daily. These games include; a warm up, tournament style games and a cool down Students will have access to sports apprenticeships two days a week Students will participate in weekly 'town hall' meetings where team building activities are played
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? CS will partner with day shift teachers and administrators to support schoolwide literacy events like the Book Fair CS' two WOW events at the end of each semester will include components that allow for students to reteach content to parents and community members through engaging activities.
	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.

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.

- CS takes high school/career readiness very seriously with regards to the students we serve. Programming is designed to offer a mix of opportunities to reinforce concepts learned during the school day as well as expand students' learning beyond that gained in a traditional core classroom environment. Time and space for academic work is given during AIM time, where students bring classwork and homework to complete alongside small groups of peers with the support of a staff member who spends time each day pushing into students' classrooms in order to gain insight into the concepts that need to be taught. On alternating days we
- Through Citizen Schools, students' final middle school year is spent in Eighth Grade Academy (8GA), a capstone program focused on helping students navigate the transition from middle school to high school. Students receive 1:1 tutoring in the Writing Program, develop 21st century skills in the Apprenticeship program, navigate a rigorous high school choice process, and attend weekend college visits. Every element of 8GA is focused on providing students with access to a variety of college and career pathways and building students' academic and professional skills to ensure they are prepared for high school, college, and career.

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.



For Comprehensive high schools:

OAKLAND UNIFIED

SCHOOL DISTRICT

- 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

X 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)
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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 <u>Quality Standards for Expanded Learning in</u> <u>California</u>—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.

-	Plan (QAP)practices that yo	ou plan to implement in 2019-2020
3 PROGRAM SELF-ASSESSMENT		
Name the stakeholders who participated in the Program Self-Assessment in 2018-2019? Please check which stakeholder were	 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



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 Transitioning Sites

SECTION 1: SCHOOL SITE AND AFTER-SCHOOL PROGRAM INFORMATION				
School Site Name: Site Coordinator Name:				
Westlake Middle School	Lai Saechao			
After-school Lead Agency: EBAYC	What date did you upload your self-assessment score to Scores Reporter? 3/5/19			

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 <u>Quality Standards for Expanded Learning in</u> <u>California</u>—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.

Name 2-3 Quality Action Plan (QAP) practices that you plan to implement in 2019-2020

Safe Environment-The school have many exits and entrances. If after school was allowed to have all after school program classes either all on the blacktop or all in the main building, this will help eliminate outsiders getting on campus and exiting that allow others to get back on campus. This can help with smoother transitions/dismissal, less students wandering in areas where staff can't see them, and lockdowns will be more secure and easier to contain due to the close proximity of all the classes.

Collaborative Partnerships- to intentionally build and support collaborative relationships among internal and external stakeholders to achieve program goals with student, families and community voices. Maintain 2018-2019 partnerships and bring in new partnerships when necessary.

Quality Staff/Active Engaged Learning- The program recruits and retains high quality staff and volunteers who are focused on creating a positive learning environment, and provides ongoing professional development based on assessed staff needs. Specifically, allocating more time and resources to support staff how they can provides opportunities for all youth to choose among content alternatives and not where their choices are limited to discrete choices presented by the mentor. This can support the interest of the student when they're allow to decide how they want to participate in their own way they know best verses restricting them to just one option of a specific choice.



PROGRAM SELF-ASSESSN	IENT			
Name the stakeholders who participated in the Program Self-Assessment this past year? Please check which stakeholder were involved in your CQI process.	 Internal evaluator School administrator District administrator Certified staff Classified staff Program director Site coordinator Site level staff Parents/guardians Students Community partners Advisory group Other stakeholders 			
What are some key discoveries you made doing the program self-assessment? (Strengths, areas of improvement)	The strength was that all staff had their lesson plans and try to go through it according to plan even with having to deal with behavior interruptions along the way. The staff can improve on providing more content alternative choices during the planning session. The leaders provide a choice, but allowing more choices that the students are interest in allow students for deeper thinking and engagement.			
Which Quality Standards will you focus on for improvement for the 2019 - 2020 school year?	Safe environment Collaborative Partnerships Quality Staff/Active Engaged Learning			
Describe how you will address the improvement in this area? (please include program structures, staffing practices and partnerships.)	Safe environment: This area is a discussion needed with school admin as soon as any planning for the 2019-2020 school year takes place. Unfortunately, this is not possible right now with the school year ending soon. However, this can help the new agency tremendously. Collaborative Partnerships: This will start right away with internal and external partners. Assess what is working and if there are any concerns, address them but also allow feedback when necessary. Based on student interest, reach out to other partners who can provide the resources or bring in new partners. Quality Staff/Active Engaged Learning: More one to one lesson planning sessions right away. Also revisiting our Program Quality Assessment Performance specifically what we need to improve on. Providing resources and professional development for it.			
What is one key data point form your program	ENGAGEMENT (Choice) -Allocating more time and resources to support staff how they can provides opportunities for all youth to choose among content alternatives and not where their choices are limited to discrete choices presented by the mentor. This can support the interest of the student when they're allow to decide			



	profile that you are going to focus on in the upcoming school	how they want to participate in their own way they know best verses restricting them to just one option of a specific choice.
	year. (Please include	
	a summary of the	
	data you are	
	responding to.)	
Ī		

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.

r program on <u>Quality</u>	From a scale of 0 to 3 rate your program on the following <u>Programmatic Quality Standards.</u>		
3	1.Quality staff 2		
2	2. Clear vision, mission, and purpose	3	
2	3. Collaborative partnership	3	
3	4. Continuous quality improvement	2	
2	5. Program Management	2	
3	6. Sustainability	2	
	2 <u>uality</u> 3 2 2 3 3 2	Qualityfollowing Programmatic Quality Standard31.Quality staff32. Clear vision, mission, and purpose23. Collaborative partnership24. Continuous quality improvement35. Program Management	



SECTION 6: Facilities

Plan with your site a	administrator which rooms and outside spaces your after-school program will use
Monday - Friday fro	m 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
303	20	3:15-6:15	Cafeteria	100	3:15-6:15
306	20	3:15-6:15	Yard	100	3:15-6:15
307	20	3:15-6:15			
308	20	3:15-6:15			
21	20	3:15-6:15			
23	20	3:15-6:15			

In addition choose up to 5 other dates you will use space <u>outside of your normal program hours</u>. Please specify which space will be needed 1 (E: showcases, events and family engagement.) <u>Be advised any</u> additional dates/space used outside of these dates; the organization will be responsible for facilities cost.

Name of Event	Showcase Event	Potential Date	12/13/2019	Number of Students	100	Hours of Use	5pm-7pm
Name of Event	Showcase Event	Potential Date	5/16/19	Number of Students	100	Hours of Use	5pm-7pm
Name of Event		Potential Date		Number of Students		Hours of Use	
Name of Event		Potential Date		Number of Students		Hours of Use	
Name of Event		Potential Date		Number of Students	<u> </u>	Hours of Use	<u> </u>



SECTION 7a: PROGRAM FEES

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 parents/guardians.
		Our program shall not charge a fee to a family for a child if the program's materials for parents/guardians.
		Our program shall not charge a fee to a family for a child if they 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.
	_	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 for after-school site if there is a change in lead agency partner.
		Our program will provide an artifact of program fees share/communicated school leaders, parents, and/or communities members (i.e. communication letter, meetings agenda, etc.)
		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 parents/guardians.
		Our program shall not charge a fee to a family for a child if the program's materials for parents/guardians.



SECTION 7b: PROG	RAM 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?	
Describe how all fees collected will be used on site for direct service in your after-school program.	
Describe how fees will be communicated to school leaders/school community.	
□ Attach a copy of handbook, etc. mee	written evidence of your program fee materials/process (i.e. parent letters, parent eting with agenda/minutes?



OUSD EXPANDED LEARNING PROGRAMS

Partner Assurances & Agreements 2019–2020

School Site Westlake Middle School	
Lead Agency	Date
Citizen Schools	April 26, 2019
Name of After School Program	After School Site Coordinator Name (if known at this time):
Citizen Schools	TBD
Principal Signature Maya Jay	Lead Agency Signature

Assurances for Grant Compliance & After School Alignment with School Day

Principal and Lead Agency representative will **review and discuss** each assurance below. Please note **hyperlinks** for the following documents referenced below:

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















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

- 6. School will share student outcome data to better refine program (Attendance data, test scores, Report Cards, IEP's, etc). Site Coordinator will share relevant student and program data with school.
- 7. Site Administrator and lead agency partner have reviewed the Quality Support Coach key responsibilities, and understand this role is critical for strengthening staff practices and program quality. Site Administrator will identify and recruit a certificated, qualified individual to serve as the After-School Quality Support Coach.
- 8. Site will invite Site Coordinator and appropriate staff to participate in faculty meetings and professional development opportunities, in order to ensure consistency in standards of teaching and learning, and positive school culture & climate.
- 9. Site will invite Site Coordinator to participate on school committees (ie. SSC, COST, SST, Culture Climate team, SPSA planning team, etc) to ensure coordination of services.
- 10. Site Administrator is aware that CDE does not increase after school grant funding for minimum days, and that programs are required to operate until 6pm on minimum days. If additional minimum days are added to the school schedule next year, site will allocate resources to help offset the cost of additional hours of programming.
- 11 Lead agency will register with/update OUSD provider database. In order to maintain accurate, up-to-date information on the services provided, the Lead Agency shall register in OUSD's provider 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.
- 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.).
- 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).

Maya 5

PRINCIPAL SIGNATURE







LEAD

INITIALS











LEAD AGENCY SIGNATURE

After School Safety and Emergency Planning

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

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.

Afterschool staff will attend staff meetings when reviewing these procedures. There will also be drills during afterschool hours

3. Principal and Site Coordinator have **eviewed** the OUSD After School Emergency/Crisis 1st Level_ <u>ResponsedJotification Pretocol</u> and understand expectations regarding communication and <u>incident</u> <u>reporting</u> when an issue involving after school safety occurs. Yes No

Facility Keys

It is critical that the After-School Site Coordinator has			
school should a lockdown or lockout be needed. Will the	e After-Sch	oli Progra	m have access to facility keys for
all areas where after school programming occurs?	Yes	No	

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

After School Safety and Emergency Planning, continued

SSO Staffing

Check one:

ET/OT) for an 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.

Maya Jayl

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

Maya

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.

LEAD AGENCY SIGNATURE

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

School Site Westlake Middle School	
Lead Agency Citizen Schools	

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.

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

- Girls Soccer Boys Soccer

- Girls Track and Field Boys Track and Field
- **Girls Volleyball**

Boys Volleyball Other:	
PLEASE DESCRIBE:	

- I understand that my middle school sports activities will be listed on my 2019-20 program schedule.
- I understand I will submit a Schedule of Field Trips and Off-Campus Activities form each semester, listing my program's after school athletic games and practices.
- I understand that all students participating in middle school sports will complete an OUSD Release of Liability and Assumption of Risk form for Middle School Sports League Activities.
- I understand that individuals providing coaching for middle school sports will need to go through the OUSD coaches hiring process.

GP Maya Jaye EAD 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.

tember 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

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 21stCCLC 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.

C.F.

PRINCIPAL SIGNATURE



Westlake Middle School Bell Schedule 2019-2020

Modified Block Schedule

(Monday, Thursday, Friday) (regular schedule)

Period	Time	# of Minutes
1	8:45 AM - 9:45 AM (with announcements & breakfast)	60
2	9:49 AM - 10:44 AM	55
3	10:48 AM - 11:43 AM	55
4	11:47 AM - 12:42 PM	55
LUNCH	12:42 PM - 1:17 PM	35
5	1:21 PM - 2:16 PM	55
6	2:20 PM - 3:15 PM	55

Tuesday- 1,3,5 and Wednesday- 2,4,6 (modified block)

Period	Time	Minutes
1/2	8:45 AM - 10:15 AM (with announcements & breakfast)	90
3/4	10:19 AM - 11:49 AM	90
LUNCH	11:49 AM - 12:25 PM	36
5/6	12:30 PM - 2:00 PM	90

Timeline	After School Enroliment Steps/Process	Individual(s) responsible
April 2019	Begin enrollment packet distributed with registration materials for entering/rising students.	Campus Director in collaboration with Site Leadership
June 28, 2019	Notify registered familys of enrollment status (round 1)	Campus Director in collaboration with Site Leadership
Summer 2019	Outreach and information available to student and families during registration and orientation events. Staff present and participating in these events.	Campus Director in collaboration with Site Leadership. Agency Director supports over summer breaks.
August 5, 2019	Notify registered familys of enrollment status (round 2)	
August 12, 2019	First day of school. Program Opens	Campus Director in collaboration with Site Leadership
Fall 2019	Parent information Sessions during orientation and opening week of the school year to drive enrollment/registration.	Campus Directorin collaboration with Site Leadership.
Fall 2019	Outreach to all 6th grade families of students not registered for program to generate interest, grow enrollment or wait- list.	Campus Director in collaboration with Site Leadership

		2019-2020 After School Program Schedule	chedule		
School Site: Westlake			the many states in the		
Lead Agency: Citizen Schools	100IS				
Name of Program: Citizen Schools	t Schools			a Warman and a second	A REAL PROPERTY OF A REAL PROPERTY AND A REAL PROPERTY OF A REAL PROPE
School Day End Time on Reguar Days: 3:15	Reguar Days: 3:15				- Annual Antonio and a set in a second set is the set
School Day End Time on Minimum Days: 1:40	Minimum Days: 1:40			A NUMBER OF A LOOKER OF	
			Early Release Day	and the second sec	
Time Block	Monday	Tuesday	Wednesday	Thursday	Fridav
3:15-3:45	Physical Activity Warmup, Structured Activity, Cool Down	Physical Activity Warmup, Structured Activity, Cool Down	Physical Activity Physical Activity Warmup, Structured Activity, Cool Warmup, Structured Activity, Cool Down	Warmup, Str	Warmup, S
3:45-4:05	Snack and Homeroom	Snack and Homeroom	Snack and Homeroom	Snack and Homeroom	Snack and Homemore
4:05-5:00	Homework/AIM/Academic League		Homework/AIM/Academic League		
5:00-6:00					Choice Time
	Clubs	Apprenticeships	Clubs	Apprenticeships	Homework Support and Tutoring
6:00	Dismissal From Program	Dismissal From Program	Dismissal From Program	Dismissal From Program	Diemieeal From Drocram

Exhibit C



Date

PARENT PERMISSION AND RELEASE ANDSTUDENT INFORMATION

OAKLAND UNIFIED SCHOOL DISTRICT

ASES and/or 21st CENTURY ELEMENTARY & MIDDLE SCHOOL AFTER-SCHOOL PROGRAMS

	_		
	Gra	ide	Date of Birth
Signature		To	oday's Date
City	Zip)	
Work Phone	Cell Phone		
RMATION Relationship	Ph	one: wo	ork/home/cell
			ork/home/cell
Relationship	Ph	one: wo	n ky nomey cen
Relationship	Ph No	one: wo	si ky nomey een
-			· ·
	Signature City Work Phone PRMATION	Gra Signature City Zip Work Phone Cell Phone PRMATION	Grade Signature To City Zip Work Phone Cell Phone RMATION

Signature

Parent/Guardian Name

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

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 <u>at least 3 days per week until 6pm,</u> 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 <u>6:00 p.m</u>. 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.

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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 <u>at least 3 days per week until 6pm</u>, 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.

Lam 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:

l 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	E:
STUDENT HEALTH FORM <u>STUDENT INFORMATION</u> Student's Name	
Grade in 2019-20	
PARENT/GUARDIAN INFORMATION Parent/Guardian Name (First, Last)	
Student's Home Address	
Phone (home)	
	arent/Guardian Work #
Name of Child's Doctor	Telephone
EMERGENCY In case of emergency, please contact: Name:	Relationship to student:
Phone Number:	
HEALTH	
	e Health Conditions and requires management after school:
HEALTH CONDITION	MEDICATION
Severe Allergy to:	□ Student has EpiPen® at school
🗆 Asthma	
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 importa	ance
List any Allergies:	
Medications needed during the school d	ау:
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 you	r child has difficulty seeing?
Is your child supposed to wear glasses	

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

After School MOU for Elementary and Middle Schools, 2019-2020, page 26 of 38 Rev. 5/13 /2019

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		Email			
Person	_		_		
Telephone		Fax			
The following Field Trips, Off Site Even Program will occur during:	nts and Off Site	e Activities fo	r the After	School	
 Fall Semester- August 21, 2019 to January 19, 2020 Spring Semester- January 22, 2020 to June 7, 2020 Summer Program (Specify dates: to to					
Name of Field Trip, Off Site Event, and/or Off Site Activities	Dat	e(s)		Time(s)	
	_				
Site Coordinator Signature Date Date					
Lead Agency Director Signature	·	Date			

After School MOU for Elementary and Middle Schools, 2019-2020, page 27 of 38 Rev. 5/13 /2019

Date

Site Administrator Signature

Exhibit E

EAST BAY REGIONAL PARK DISTRICT

WAIVER AND RELEASE OF LIABILITY AND INDEMNITY AGREEMENT

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

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

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

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

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

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

Date:	
	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.

- 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 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	e Email Address
In case of emerge	ncy please contact:		
Name	Relations	hip	Phone: work/home/celi
<u> If the Participan</u>	<u>t Is A Minor (under age</u>	<u>18):</u>	
Print name of Pare	ent or Legal Guardian of Mi	nor	
Home Address		City	Zip
Home Phone	Work Phone	Cell Phone	e Email Address
SIGNATURE			Today's Date
	arent/Legal Guardian if	under age of 18	8)
-	ant Health Conditions		1 Student has an Eni non at school
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	dent has medication at sc dent has medication at sc		
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	(s):	0	Student has medication at school
Medications neede	ed during the school day:		
Medications neede	ed after school hours:		
Special Instruction	ns:		
available to sc with a Severe	hool staff in the event of a	n asthma attack, l n signed by you ar	nould have emergency medication low blood sugar, or allergic reaction alo nd your doctor. See your School
	ce Plan Name:		Subscriber/Policy No
(COMPLETE]	NFORMATION ON BOTH	SIDES)	

After School MOU for Elementary and Middle Schools, 2019-2020, page 30 of 38 Rev. 5/13 /2019



INVOICING AND STAFF QUALIFICATIONS FORM

2019-2020

Basic Directions

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

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	Agency's	
Name	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



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 <u>must be submitted to the OUSD After School Programs Office</u> in order to be processed and paid. We are located at 1000 Broadway, Suite 150.
- All invoices must be generated <u>on your organization's letterhead</u>. This applies to both agency and individual contractors.
- To maintain invoicing consistency so that all necessary information is included, please <u>use the attached</u> <u>invoicing format</u>. Simply cut and paste the format onto your organization's letterhead. Please utilize the sample invoice as a guide. All of the information in the top section of the invoice template MUST be completed in order to process for payment. Also, in the body of the template, a detailed breakdown of charges must be provided, including number of hours worked and hourly rate. Failure to fully complete an invoice according to these specifications may result in a delay of payment.
- All invoices should <u>cover only one calendar month</u>, i.e. the 1st through the 30th or 31st.
- <u>Contractor, Agency, Site Coordinator, and Principal signatures</u> must be secured prior to submission of invoices to the After School Programs Office. All of these signatures must be originals.
- Invoices for the month are generally <u>due in the After School Programs Office by 5:00 p.m. on the 10th of the following month</u>. 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.



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 <u>must be submitted to the OUSD After School Programs</u> <u>Office</u> 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.



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 <u>1011 Union St</u>.
- 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.
- <u>Rate varies depending on employee's hourly rate</u>

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.

Certificates of Insurance and Additional Insured Endorsement

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PRO	DDUCER					CONTA NAME;	^{CT} Tina Ho				
Ha	ys Companies					PHONE (A/C. No	o, Ext): (617)	723-7775	FAX (A/C, No)		
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Exhibit I

Statement of Qualifications

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After School MOU for Elementary and Middle Schools, 2019-2020, page 36 of 38 Rev. 5/13 /2019



Mission: Citizen Schools seeks to ensure that every adolescent has the skills, access and beliefs required to thrive as students and chart their future pathways

Vision: Citizen Schools envisions a world in which schools, companies, and families partner to provide students with a set of real-world learning experiences that prepares them for the future of work. By 2015, 1 million high need adolescents will have access to hands-on real world learning, delivered by educators in partnership with experts through our Catalyst, ELT and US2020 networks.

About Citizen Schools California: Since its founding in 1995, Citizen Schools has worked with young people growing up in low-income communities to develop their skills, confidence, and motivation through hands-on learning. Over the past two decades we've partnered with high-need middle schools and districts across eight states to expand opportunities for students and demonstrate impact. By focusing on middle school, we capitalize on this critical developmental period and inflection point, effectively setting students' sights on high school graduation and college matriculation, while building their social-emotional skills and networks so that they can realize and achieve their goals.

Citizen Schools launched its first programs in the Bay Area in 2002, and since then has partnered with schools in East Palo Alto, Daly City, Campbell, Redwood City, Oakland, and East San Jose to serve more than 10,600 students and engage 2,500 volunteers. Citizen Schools California has a track record of impact, growth, and innovation.

According to the Education Equality Index (EEI), students from Oakland's low-income families are far less likely to attend schools that provide equal educational opportunities than those in most American cities. Only two in in 10 students from low-income families in Oakland attend schools that are closing the achievement gap. Oakland earns an EEI score of 33.2, indicating it is home to an achievement gap that is bigger than 50 percent of major U.S. cities (Education Equality Index, 2016)

Across our Oakland school sites, 97% of students are non-white, 88% are eligible for free or reduced price lunch, 45% are categorized as English Language Learners, 21% are categorized as having disabilities, and only about 32% are currently proficient in math. Many of our schools have high mobility rates, which correlates with lower academic achievement. Moreover, students have to overcome challenges including instability in housing and access to health care.

Our Approach: Expanded Learning Time: We pioneered our ELT model, in which we partner with traditional public middle schools/K-8s to expand the learning day by 3 hours for all students. The core components of this model are:

Career Exploration & Enrichment through Apprenticeships:

(including Physical Recreation and Student Leadership Development): In apprenticeships, community volunteers called "Citizen Teachers" team with our staff to mentor students while teaching their passion or profession, introducing new concepts and connecting with students. Students choose 4 apprenticeships annually (2 per semester), with topics ranging from video game programming to marketing, theater, healthy living, sports, music production, leadership, and law. The apprenticeships run for 90 minutes over the 10 week semester. At the end of each apprenticeship, students demonstrate their learning at a



community celebration called a WOW! Our asset-based approach to communities recognizes that all communities are populated with thousands of "citizens" who can teach from their own experience and

directly impact their community. We strive to ensure our apprentices and volunteer Citizen Teachers reflect Oakland's diverse culture and history and portray available local careers. Public schools alone lack the infrastructure to support these critical volunteer experiences. Citizen Schools not only recruits and trains volunteers, but develops the semester-long curriculum. Very few organizations are addressing the opportunity gap in this manner and many of our students have never met a professional in the Citizen Teacher's field.

CS prioritizes partnerships with local organizations including: Tools for Peace, WeThrive, Habitat for Humanity, Girls Who Code, Youth Alive, Women's Audio Mission, 18 Reasons, BAWT, Urban Youth Ambassadors and the Alameda County Superior Court. Non-profit partnerships bring innovative curriculum into Citizen Schools apprenticeships, enhance elements of existing programs and allow cross collaboration in reaching common goals

<u>Guided Homework Support & Academic Remediation</u>, will occur daily for all students enrolled. Students are scheduled into homogenous small groups, led by designated line staff. All 3 schools, have dual purpose, to complete daily assignment and to receive remedial support in math or ELA. Throughout the school year, our staff members work with classroom teachers to provide "push-in" and "pull-out" supplemental instruction in small groups, helping all students meet and exceed proficiency standards in literacy and/or math. Citizen Schools staff are in constant communication with the school's instructional leadership, students work according to school-sanctioned personalized learning plans, which may include additional review and repetition, strategic skill preview, and/or blended/computer-assisted learning experiences.

Citizen Schools Staff: Our current campus staffing model is 1 Campus Director and 6 AmeriCorps Teaching Fellow serving 120 students. All staff have culturally responsive and social justice teaching training as well as continued professional development during the school year.

Diversity is a very important element of our organization. At our core is equity and there is no equity without diversity. As an organization that is striving to bring equal opportunities to our youth, it is vital that our youth see themselves in those future opportunities. We work to create a diverse workforce on our campuses, our regional team and our board of advisors. More than half of our campus staff identify as people of color - 30% are first -time graduates, and 50% are bilingual and fluent in Spanish, the language besides English that is heavily spoken in our schools' communities.

Student Participation: Our program is offered free of cost to families. Enrollment in Citizen Schools is open to all students of eligible grades and recruitment is multi-faceted: conducted through presentations in classrooms, distribution of information to students and families, prominent posting of opportunities in the school buildings, lunchtime events, peer referrals, and announcements made at events such as Parent Night and parent-teacher conferences. In addition, our staff work with families of rising 6th grade students who come from feeder elementary schools.

Accomplishments: Citizen Schools is meeting student and school needs by extending the typical school day by about 40% -- adding more relevant learning activities and increasing the number of caring adults and connections to community resources. Our program is designed to focus on the skills, beliefs, and access points that are proven to impact student success, including: hands-on learning and exposure to diverse careers; academic skill building; high school readiness; and college awareness and access - 70% of our students report a mastery of a 21st century skill(s). Students who participate in Citizen Schools are:

- 2.5 times more likely to express interest in STEM careers than students nationally 2x more likely to select a college-track high school than matched peers
- Graduating from high school on time at a rate that is 20% higher than matched peers
- Enrolling in college at a rate that is 40% higher than national rate for low-income students Earning a postsecondary degree or certificate in STEM at rate 30% higher than students at all income levels

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. <u>Employment Position</u>. OUSD shall provide Employee with a written document describing the position that Employee shall perform for OUSD. AGENCY shall provide Employee with a written document describing the position that Employee shall perform for AGENCY. None of the duties performed for either employer shall interfere or conflict with their responsibilities for the other employer.
- Hours of Work. OUSD shall inform Employee of the hours of work for the OUSD employment position. AGENCY shall inform Employee of the hours of work for the AGENCY position. None of the work hours shall be overlapping. Employee shall not work any hours beyond the regular working hours for either OUSD or AGENCY unless express written approval is given by the Employer for whom the extra hours are being worked.
- 3. <u>Control & Supervision OUSD Employment.</u> 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. <u>Control & Supervision AGENCY Employment.</u> 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.
- <u>Workers Compensation Liability Insurance.</u> As required by California and federal law, each employer shall maintain workers compensation liability insurance for Employee's behalf for the employment position for which EMPLOYEE is employed by each of them.
- 6. <u>Wages.</u> 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. <u>No Joint Employer Relationship</u>. The Parties acknowledge and agree that it is not their intent to create any joint employer relationship and, instead, each employment relationship is separate and distinct as set forth in this Agreement. Notwithstanding, EMPLOYEE understands and agrees personnel information may be exchanged between OUSD and AGENCY.
- 8. <u>Termination.</u> Subject to any applicable employment laws, any Party may terminate this Agreement or any employment relationship created under this Agreement with two weeks written notice to the other Parties.

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

OAKLAND UNIFIED SCHOOL DISTRICT

□ President, Board of Education

□ Superintendent or Designee

Secretary, Board of Education

AGENCY

EMPLOYEE

.....



Citizen Schools California Sobrato Center for Nonprofits 330 Twin Dolphin Road, #115 Redwood City , CA, 95065 *tel* 650-517-5191

April 25, 2019

Martha Pena

Coordinator, Expanded Learning Programs Community Schools & Student Services Oakland Unified School District 1000 Broadway Oakland, CA 94610

Dear Ms. Pena,

This letter explains Citizen Schools policy for Tuberculosis testing, fingerprinting, and child abuse and neglect reporting in accordance to the Department of Justice.

All offers of employment or service with Citizen Schools are contingent on the successful completion of the appropriate background checks. Citizen Schools staff and volunteers are not permitted to work in an capacity with OUSD students until the following checks are performed and cleared:

- 1. A nation wide name-based check of the National Sex Offender Public Website (NSOPW), which consists of a web-based check of a centralized system (NSOPW.gov) which identifies individuals who are registered as sex offenders in States, territories or with many federally recognized Tribes.
- 2. Negative testing for tuberculosis certified by a medical professional
- 3. Either a name- or fingerprint-based search of the statewide criminal history register in the candidate's State of Residence AND in the State where the individual will serve or work.
- 4. A fingerprint-based FBI check
 - a. An FBI record check reports on all activity that is reported to the FBI by state and local law enforcement agencies. This includes information about any time that an individual has been arrested or fingerprinted. Fines and citations may or may not show up on the report, and is dependent on whether or not the jurisdiction in which the offense occurred reported that to the Bureau.

Furthermore, Citizen Schools employees must fully comply with California's Child Abuse & Neglect Reporting Act guidelines to report suspicions of potential child abuse and neglect to the appropriate reporting policies

Sincerely,

Sheree West Director of Program Citizen Schools California



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	Citizen Sa	chools	Agency's Contact Pers	Elisha Muskat
Street Address	330 Twin	Dolphin Drive, Suite	115 Title	Chief Financial Officer
City	Redwood	City	Telephone	650-517-5191
State	CA	Zip Code 9406	5 Email	elishamuskat@citizenschools.org
OUSD Vendor Number		001075		
Attachments	EStateme	ent of qualifications	vorkers' compensation insura	nce ded Parties List. (www.sam.gov/portal/public/San

	Co	mpensatio	n and Terms – M	ist be within OUP	SØ Billing Gu	lá r il)) es				
THE STATE REPORT OF A DESCRIPTION OF A D			late work will end	July 31, 2020	and the second se	act Amount	\$ 78,967.0	\$ 78,967.00		
			Budget	Information	¥					
Resource #	Resource M			Budget #	Amoun	t	Req. #			
6010	ASES	,	010-6010-0-1110-4000	-0-1110-4000-5825-213-2130-1553-0106-99998			0 1	19/20 Funds		
						\$				
						\$				
¥						\$				
			OUSD Contract C	riginator Informa	tion			-		
Name of OUSD Con	tact	Maye Taylor		Email			maya.taylor @ous			
Telephone		510-879-213	0	Fax 510-835-7170			0			
Site/Dept. Name 213/Westiake Mi			s Middle Schoo	Enrollment Grad	6 through		B			
		Арр	roval and Routing	in order of appro	valistepst					
Services cannot be proviservices were not provi	vided before the	a MOU is fully	approved and a Purcha	ase Order is issued.	Signing this doc	ument affirms	s that to your k	nowledge		
			for does not appear	on the Evoluded P	artice List (http	milhanau n-		-		
Please sign under the a	propriate colu	היות.		pproved		onied - Rea				
1. Site Administrator			Maya Taylor	Corresting time lags				Date (27/2019		
2. Resource Manage	r		Marfua Pina					29/2019		
3. Network Superinte	endent/Deputy	Chief/Exac	Datas Contractor					31/2019		
4. Cabinet (CAO, SBO, CFO)			ESCIENT MICHAE	ESCIENTERSCARE				172019		
			Sandra Agailera					L		
5. Board of Education	n or Superinte	Indent	BOT 2096035ACH 08							