Board Office Use: Legislative File Info.					
File ID Number	20-1139				
Introduction Date	6/24/20				
Enactment Number	20-1118				
Enactment Date	6/24/2020 er				



### Memo

**To** Board of Education

From Kyla Johnson-Trammell, Superintendent

Andrea Bustamante, Executive Director, Community Schools & Student Services

Martha Pena, Coordinator, After School Programs

Board Meeting Date June 24, 2020

Subject Memorandum of Understanding

Contractor: Girls Inc. of Alameda County

Services For: Bridges Academy

#### Action Requested and Recommendation

Approval by the Board of Education of Memorandum of Understanding between the District and Girls Inc. of Alameda County, Oakland, CA, for the latter to serve as lead agency for program coordination, math intervention, homework support, student supervision and a variety of enrichment services, as described in the MOU, for Bridges Academy's comprehensive After School Program, for the period of August 1, 2020 through July 31, 2021, in an amount not to exceed \$98,725.00.

#### **Background**

(Why do we need these services? Why have you selected this vendor?) The After School Education and Safety (ASES) is the result of the 2002 voter approved initiative, Proposition 49. This proposition amended California Education Code 8482 to expand and rename the former Before and After School Learning and Safe Neighborhood Partnerships Program. The ASES Program funds the establishment of local after school education and enrichment programs. These programs are created through partnerships between schools and local community resources to provide literacy, academic enrichment and safe, constructive alternatives for students in kindergarten through ninth grade. The ASES program is defined within the language of SB 638 and Education Code (EC) sections 8482 and 8484.6.

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

Competitively Bid Was this contract competitively bid? No

If no, exception:

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



#### **Attachments**

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

## After School Template for Elementary and Middle Schools Memorandum of Understanding 2020-2021 Between Oakland Unified School District and Girls Inc. of Alameda County

1.	Intent. This Memorandum of Understanding ("MOU") establishes the Oakland Unified School District's
	("OUSD") intent, contingent upon OUSD's receipt of California Department of Education and/or U.S.
	Department of Education after school grant funds, to contract with
	Girls Inc. of Alameda County ("AGENCY") to serve as the lead agency to
	provide after-school and/or summer educational programs and to serve a sufficient number of students
	and run services for a sufficient number of days to earn the core grant allocation of funding at
	<u>178/Bridges Academy</u> under the following grants:

- After School Education and Safety Program ("ASESP")
- California Department of Education ("CDE") 21st Century Community Learning Center (21st CCLC)
- Oakland Fund for Children and Youth This MOU will also outline services provided on OUSD school grounds through the Oakland Fund for Children and Youth ("OFCY") After-School Initiative funds that shall be utilized as matching funds to CDE ASESP and 21st CCLC funds.
- Private grants
- 2. **Term of MOU.** The term of this MOU shall be August 1, 2020 through July 31, 2021. The term may be extended by written agreement of both parties.
- 3. Termination by OUSD. OUSD may at any time terminate this MOU for any or no reason upon not less than five (5) days written notice to AGENCY. OUSD shall compensate AGENCY for services satisfactorily provided through the date of termination. In addition, OUSD may terminate this MOU for cause should AGENCY fail to perform any part of this MOU. In the event of termination for cause, OUSD may secure the required services from another contractor. If OUSD's cost of procuring services from another contractor exceeds the cost of providing the services pursuant to this MOU, AGENCY shall pay the additional cost.
  - a) No Premature Termination by AGENCY AGENCY hereby certifies that it is willing and able to provide required services for the full term of the MOU. AGENCY will not be permitted to unilaterally terminate the MOU or cease providing required services prior to completing the full term unless OUSD approves any change and/or unless OUSD deems immediate removal of AGENCY is necessary for cause. In the event AGENCY ceases to provide required services prior to the end of the MOU term, or is terminated for cause, OUSD may secure the required services from another contractor. If OUSD's cost of procuring services from another contractor exceeds the cost of providing the services pursuant to this MOU, or OUSD is unable to secure required services from another contractor, AGENCY shall pay any additional cost. If OUSD suffers any loss of funding or other program consequences attributable to AGENCY's premature termination, AGENCY shall pay any additional cost in addition to any damages otherwise due under this MOU.
  - b) Advance Notice by AGENCY for Coming School Year. AGENCY must provide advance notice to Principal and OUSD After School Programs Office by the end of the first semester if AGENCY cannot continue providing after school lead agency services for the succeeding school year. This date allows the school site to have sufficient time to find a new lead agency partner, and enables OUSD to work to preserve after school grant funding (including OFCY city funding) for the school.
- 4. Compensation. Contingent on OUSD receipt of California Department of Education and/or U.S. Department of Education after school grant funds and subject to grant funding levels, the ASES and 21st CCLC grant award amount for Girls Inc. of Alameda County is \$ 98,725.00 ,. AGENCY shall be entitled to compensation from these funds in accordance with the following terms and conditions:

- 4.1. Total Compensation. Subject to the provisions of 4.2 Positive Attendance and the provisions of 4.3 Administrative Fee and subject to AGENCY compliance with MOU requirements, AGENCY shall receive the amount of the grant award less OUSD's administrative fees and other site costs agreed to by the Site Administrator and AGENCY. Penalties may be assessed or payments withheld for non-compliance, including but not limited to MOU requirements, attendance reporting, fiscal invoicing, full participation at OUSD required meetings and trainings and in continuous quality improvement efforts.
- 4.2. Positive Attendance. Payment for services rendered related to the ASESP and 21st CCLC grants shall be based on actual student attendance rates (\$8.19 a day per student through ASESP and \$7.50 a day per student through 21st CCLC), not estimates, as those programs are "positive attendance based." OUSD reserves the right to modify the annual core allocation based on reported attendance. In the event that payments made to AGENCY exceed the reported attendance for the Core grant, the AGENCY will return payments to OUSD at the rate of \$8.19 a day for ASESP and \$7.50 a day for 21st CCLC per student. Documentation of attendance must be submitted through the OUSD/OFCY attendance systems in order for invoices for payment of services for the ASESP and 21st CCLC grants to be processed. Exhibit A ("Attendance Reporting Schedule 2020-2021"). In the event that the school site at which AGENCY has agreed to provide programming is closed for any emergency reason (including but not limited to reasons related to COVID-19), and AGENCY provides programming remotely pursuant to Section 5.4.5 of this Agreement, AGENCY shall calculate attendance based on student participation in AGENCY's remote programming.
- 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 2020-2021 and will not exceed

- \$\_98,725.00 in accordance with Exhibit B. **Exhibit B** ("ASESP/21st CCLC Planning Tool/Comprehensive After School Program Budget for AGENCY 2020-2021").
- 4.6. Modifications to Budget. Any modifications to the approved grant budget must be approved by OUSD, AGENCY, and CDE before expenditures of funds for modified line items are authorized. Except as expressly set forth herein, OUSD shall not be liable to AGENCY for any costs or expenses paid or incurred by AGENCY in performing services for OUSD. The granting of any payment by OUSD, or the receipt thereof by AGENCY, shall in no way lessen the liability of AGENCY to correct unsatisfactory work, although the unsatisfactory character of that work may not have been apparent or detected at the time a payment was made. Work, which does not conform to the requirements of this Agreement, may be rejected by OUSD and in that case must be replaced by AGENCY without delay.
- Program Fees. The intent of the ASESP and 21st CCLC programs is to establish local 4.7. programs that offer academic assistance and enrichment for students in need of such services regardless of their ability to pay. Though it is not against the rules to charge fees for participation in programs, the CA Department of Education discourages it because it could exclude students in need from attending and taking advantage of the after school program. Fees should not create a barrier to participation in the after school program. After school services must be equally accessible to all students targeted for services regardless of their ability to pay. Programs that propose to charge fees may not prohibit any family from participating based on their inability to pay and must offer a sliding scale of fees and scholarships for those who could not otherwise afford to participate. Any income collected from fees must be used to fund program activities specified in the grant application. AGENCY shall do full accounting of fees collected, and documentation shall be kept for 5 years for auditing purposes. If AGENCY decides to charge fees, this decision shall be made collaboratively with the Site Administrator, and AGENCY shall work collaboratively with the Site Administrator and parent leaders to develop an appropriate program fee structure for the school community. AGENCY shall provide the OUSD After School Programs Office with written documentation of the program fee structure prior to charging any program fees, and shall provide OUSD with additional documentation upon request, to ensure grant compliance. Programs that charge program fees will waive or reduce these fees for students who are eligible for free or reduced-priced meals. Programs cannot charge fees if the child is a homeless youth. as defined by the federal McKinney-Vento Homeless Assistance Act (42 U.S.C. Sec.1143a), newcomers (refugee, asylee, and unaccompanied minor), or if the child is in foster care.
- - 5.1. Student Outcomes. AGENCY shall achieve the student outcomes as described in the grant application narrative and articulated in documents from the program evaluation team. AGENCY agrees to develop school specific outcomes, as defined in partnership with the principal. AGENCY recognizes that the principal is the chief decision maker for after school and summer programs, and ensures that school site objectives are met.

  - 5.1.2. Continuous Quality Improvement (CQI). AGENCY must fully engage in continuous quality improvement (CQI) processes and complete the following steps of the CQI cycle each year, and timely submit corresponding CQI deliverables to the After School Programs Office:
    - beginning of year self-assessment using YPQA/SAPQA tool

- planning with data (using self-assessment and external assessment PQA data, and other program data as available)
- development of quality action plan (QAP) with SMART goals for program improvement
- progress check for program quality e.g. quality coaching

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

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

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5.2. <b>Oversight.</b> 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. <b>Enrollment.</b> AGENCY will enroll K through 5th grade students at 178/Bridges Academy, 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. <b>Program Hours.</b> 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. <b>Program Days.</b> The program shall be offered a minimum of 177 - 180 days during the 2020–2021 school year. AGENCY will close the ASESP and 21st CCLC program no more than a maximum of 3 days in the 2020-2021 school year for staff professional development, as permitted by Education Code. Programs that receive 21st CCLC Supplemental grant funds or private funding

weekends, and during intercession in the manner prescribed by the grant legislation and/or funder, in order to meet attendance goals required by the CA Department of Education and/or the funder.

5.4.3. Program Components. AGENCY agrees to provide programming that supports the guidelines as outlined in the ASES and 21st CCLC grants for students at 178/Bridges Academy

AGENCY acknowledges and agrees to provide programming consistent with grant guidelines understanding that:

for summer shall additionally operate a sufficient number of days and hours in the summer, on

- 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 178/Bridges Academy 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. Super Snacks/Snack/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 super snack/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 super snack/snacks/supper/beverage program shall:
  - 5.4.3.2.1. Attend annual training. In the event that the person responsible for super snack or 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 Super Snack, 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. Super Snacks and 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. Super Snack: \$3.65

5.4.3.4.2. Snack: \$1.00

5.4.3.4.3. Supper: \$3.65

- 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.
- 5.4.3.6. In accordance with guidance provided by the California Department of Education, in the event that the school site at which AGENCY has agreed to provide programming is closed for any emergency reason (including but not limited to reasons related to COVID-19), OUSD may fulfill its above-described obligations to provide after-school meals, snacks, and/or beverages through a "grab-and-go" meal distribution program, in which case AGENCY shall not be responsible for distributing after-school meals, snacks, and/or beverages.
- 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.
- 5.4.5. Remote Provision of Services. In the event that the school site at which AGENCY has agreed to provide programming is closed for any emergency reason (including but not limited to reasons related to COVID-19), AGENCY shall provide programming remotely, rather than in-person at the school site.
- 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
  - Staff Qualifications
- 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
   178/Bridges Academy
- 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).
- Transportation Requirements: The AGENCY after school and summer program staff or 6.7. subcontractors shall ensure compliance with all state laws and may transport by the use of AGENCY's own equipment, contract to provide transportation or arrange transportation by the use of other equipment to enrolled after school and summer participants provided that: (A) parent/guardians' written permission has been obtained in advance; (B) After School Program Coordinator and/or Summer Program Coordinator has confirmed that: transportation arrangements are safe and appropriate; (C) all drivers have valid California driver's license; (D) all drivers have received fingerprint clearance; (E) provided that such transport is covered under driver or registered owner's personal automobile insurance or AGENCY automobile liability insurance policy for at least \$100,000 per individual and \$300,000 per occurrence for liability for bodily injury; and \$50,000 per occurrence for liability for property damage; (F) all drivers and registered owners of private or rented vehicles used shall complete and sign declaration of driver forms assuring that: (i) the driver is at least 21 years of age and holds a current valid California driver's license;(ii) the driver has not been convicted of reckless driving or driving under the influence of drugs or alcohol within the past five years; and (iii) the driver provides proof of sufficient insurance; (G) if AGENCY transports by use of an Agency owned vehicle or arranges and/or contracts with a third party to provide this transportation, the AGENCY or organization or company with whom they contract must meet or exceed the standards required of OUSD's District approved bus vendors, including but not limited to: be licensed as a transportation provider, be certified to transport students (e.g., School Pupil Activity Bus certification) and have at least \$5,000,000 Automobile liability and \$1,000,000 General Liability insurance; which has an endorsement naming OUSD and AGENCY as additional insured; (H) arrangements have been made for additional vehicle for use in event of illness or emergency; and (I) students receive instruction in safe conduct on bus or other transport; and (J) drivers shall receive safety and emergency instructions and information which shall be kept in their vehicle, including health and emergency information for each student riding in his/her vehicle.
- 6.8. AGENCY must have reasonable confirmation that all organizations involved in the trip have demonstrated expertise and exhibit reasonably safe and reputable operating procedures and business practices appropriate to student trips.
- 6.9. Vendor is licensed to provide all proposed activities.
- 6.10. All after school program student participants on field trips, off site events or activities must be covered by medical or accident insurance. (See Incident and Injury Reporting and Accident Insurance above.)
- 6.11. ADDITIONAL REQUIREMENTS FOR HIGH RISK, OVERNIGHT, OUT OF STATE TRIPS:
- 6.11.1. Definition of High Risk Activities

- 6.11.1.1. Because of concerns about the risk to student safety, the after school program coordinator shall not permit the following activities on campus or during AGENCY sponsored after school or summer program trips, events and activities unless the activity is properly supervised, students wear protective gear as appropriate, and each participant has medical or accident insurance coverage:
  - Amusement Parks
  - Interscholastic Athletic Activities
  - Bicycle riding
  - Circus Arts
  - Hiking (Moderate to rigorous terrain or length) vs short nature "walks"
  - Hang gliding
  - Horseback riding
  - Ice Skating
  - In-line or Roller Skating
  - Rock climbing, climbing walls
  - Skateboarding or use of non-motorized scooters
  - Snow sports of any kind
  - Trampoline; Jumpers
  - Motorcycling
  - Rodeo
  - Target Shooting
  - Water Activities including but not limited to: swimming, snorkeling, scuba diving, sailing, boating, kayaking, river rafting, water slides, water skiing etc.
  - Outdoor active, experiential programs (Ropes course, pulley, etc.)
  - Other activities determined by the school principal to have a high risk to student safety
- 6.11.1.2. The cost of limited OUSD student accident insurance coverage for student accidents during such activities shall be borne by OUSD.
- 6.11.1.3. Students who operate or ride as a passenger on a bicycle, non-motorized scooter or skateboard upon a street, bikeway or any other public bicycle path or trail shall wear a properly fitted and fastened bicycle helmet that meets the standards of law. Students also shall be required to wear such helmets while wearing in-line or roller skates.
- 6.11.2. Department of Justice and FBI fingerprinting and fingerprint clearance must be obtained for all non-District employee chaperones. Chaperones who continue beyond one school year will need to get fingerprint clearance once every three years from the time they begin chaperoning on after school program trips. Chaperones shall act in accordance with district policies, regulations and school rules. A person who is required to register as a sex offender pursuant to Penal Code 290 shall not serve as a chaperone on any field trip.
- 6.11.3. No chaperone shall be assigned to provide supervision or instruction of students unless he/she has submitted evidence of an examination within the past 60 days to determine that he/she is free of active tuberculosis. Chaperones whose skin test negative shall thereafter be required to take tuberculosis test every four years or sooner if deemed necessary by AGENCY.
- 6.11.4. Letter must be sent to parent(s)/guardian(s) and if it is an overnight trip, a meeting must be held for staff, chaperones, parent(s)/guardian(s) and students in advance of trip to discuss trip and safety related procedures, itinerary and questions.
- 6.11.5. Sleeping arrangements and night supervision are safe and appropriate.
- 6.11.6. **Vendor Proof of Insurance:** After School Program Coordinator and/or Summer Program Coordinator has obtained proof of insurance from all private vendors including:

- Facility
- Program

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

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

#### 6.12.3. Swimming Activities

- 6.12.3.1. Parents/guardians must provide written permission for the student to swim and must indicate the student's swimming ability. Students whose parents do not give permission for their child to swim shall be identified in advance of trip and a tracking system designed to ensure they do not enter pool or swim area.
- 6.12.3.2. Swimming facilities, including backyard pools, must be inspected by the AGENCY Executive Director and after school program staff before the trip is scheduled.
- 6.12.3.3. Owners of private pools must provide a certificate of insurance, designating OUSD and AGENCY as an additional insured, for not less than \$2,000,000 in liability coverage.
- 6.12.3.4. Lifeguards must be designated for all swimming activities. If lifeguards are not provided by the pool owner or operator, the AGENCY Executive Director shall ensure their presence. The AGENCY Executive Director shall ensure that lifeguards are Red Cross certified or equivalent and must be at least 21 years old. A swim test must be administered before any student is permitted in the deep end of the pool or swim area. A tracking system shall be designed in advance of trip to identify those students who have and have not passed the swim test.
- 6.12.3.5. The ratio of adult chaperones to students shall be at least one to ten. In grades 4-6, this ratio shall be at least one to eight. In grades K-3, this ratio shall be at least one to four.
- 6.12.3.6. Specific supervisory responsibilities shall be determined in advance to accommodate the varying swimming abilities of students. These responsibilities shall be clarified in writing and reviewed verbally before the trip.
- 6.12.3.7. Emergency procedures shall be included with written instructions to adult chaperones and staff.
- 6.12.3.8. Staff and chaperones assigned to supervise students must wear swim suits and know how to swim and be at each side of the pool or swim area actively monitoring students at all times.
- 6.12.3.9. The After School Program Coordinator and/or Summer Program Coordinator may require students to wear flotation devices, depending upon their age and swimming ability.
- 6.12.3.10. A buddy-system or other means of surveillance shall be arranged in advance and strictly enforced during swimming activities.
- 6.13. Additional Requirements for trips to East Bay Regional Park District Bodies of Water (swimming pools, lagoons, shoreline parks and lakes) and Related Facilities
- 6.13.1. At least 2 weeks prior to trip date, all persons attending trip, including, but not limited to, each and every student, teacher, instructor, chaperone, supervisor, parent, administrator, volunteer, or aide (hereinafter "participant") will provide to the School District Office of the General Counsel an

- original, properly completed, signed and dated East Bay Regional Park District Waiver (attached as Exhibit E), executed by either the participant if he or she is 18 years of age or older, or the participant's parent or legal guardian if the participant is under 18 years of age
- 6.13.2. Should AGENCY fail to provide an original, properly completed, signed and dated East Bay Regional Park District Waiver for each trip participant as defined in Section 6.13.1 above, AGENCY agrees to hold harmless, defend and indemnify OUSD, its officers, employees, volunteers and agents from all claims and actions resulting therefrom.
- 6.14. In the event that a field trip cannot proceed as planned for any reason (including but not limited to the closure of the field trip destination in response to COVID-19), AGENCY shall provide alternative programming to students (including remote programming, in the event that the school site at which AGENCY has agreed to provide programming is closed).
- 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 2020-2021. 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 2020-2021 not to exceed \$\_98,725.00 in accordance with the attached

Exhibits to this Memorandum. Invoices for payment of services shall be submitted by the 10th of each month to the OUSD After School Programs Office, utilizing the required OUSD invoicing and staff qualifications form (Exhibit F). OUSD will strive to adhere to second Accounts Payable check run per the published schedule of monthly payments if invoices are submitted in accordance with the deadlines and requirements set forth in this section and the accompanying Exhibits.

9. Ownership of Documents. AGENCY agrees that, pursuant to California law, it shall maintain program and fiscal documentation for the ASES 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 2020-2021 fiscal year to reflect additional changes resulting from such legislation.

#### 11. Conduct of Consultant

- 11.1. Staff Requirements. AGENCY must comply with all Federal and State employment and labor laws. AGENCY will adhere to the following staff requirements for each AGENCY "agent", including employees, staff of subcontracting agencies, and volunteers. AGENCY will provide OUSD with evidence of staff qualifications, consistent with invoicing requirements outlined in Section 8.3 which include:
- 11.1.1. Child Abuse and Neglect Reporting Act. AGENCY will provide at its own expense sufficient Mandated Reporter training to all AGENCY agents at least annually within their first month working with OUSD students and comply with the Child Abuse and Neglect Reporting Act (CANRA) guidelines as Mandated Reporters to report suspicions of possible child abuse to the appropriate reporting agency as stated in California Penal Code § 11164 11174.
- 11.1.2. **Tuberculosis Screening.** AGENCY agents who work with students must submit to a tuberculosis risk assessment as required by Education Code 49406 within the prior 60 days. If

tuberculosis risk factors are identified, AGENCY agents must submit to an intradermal or other approved tuberculosis examination to determine that he/she is free of infectious tuberculosis. If the results of the examination are positive, the AGENCY agent shall obtain an x-ray of the lungs. At his/her discretion, AGENCY agent may choose to submit to the examination instead of the risk assessment.

- 11.1.3. Fingerprinting of Agents. Current California Department of Justice (CDOJ) fingerprint clearance and FBI fingerprint clearance for each AGENCY agent working with students. AGENCY shall not permit its agents to come into contact with students until CDOJ and FBI clearance is ascertained, and AGENCY shall certify in writing to OUSD that none of its agents who may come into contact with pupils have been convicted of a violent or a serious felony. AGENCY shall further certify that it or its subcontracting agencies have received and reviewed fingerprint results for each of its agents, and Agency or its subcontracting agencies shall request and review subsequent arrest records for all agents who may come into contact with OUSD pupils in providing services to the District under this Agreement.
- 11.1.4. Minimum Qualifications. AGENCY staff and agents who directly supervise students and are included in the 1:20 staff to student ratio must meet the following minimum qualifications for an instructional aide: a high school diploma or its equivalency and one of the following: (a) an AA degree; or completion of 48 semester units in college; or (b) successful completion of the Instructional Assistant exam, administered by the Alameda County Office of Education. In addition, AGENCY shall provide at its own expense, First Aid and CPR Training to sufficient AGENCY staff to ensure that no less than 2 AGENCY staff members with current First Aid and CPR Training are present on site during the program each day. AGENCY must provide staff and agents adequate professional development, training, coaching and preparation time to enable staff and agent performance to meet the goals of the ASES/21st Century after school grant program and provide a safe and secure program.
- 11.2. **Removal of Staff.** In the event that OUSD, in its sole discretion, at any time during the term of this MOU, desires the removal of any AGENCY related persons, employee, representative or agent from OUSD school site and/or property, AGENCY shall immediately upon receiving notice from OUSD of such desire, cause the removal of such person or persons. In the event OUSD requests the removal of any AGENCY related persons, employee, representative or agent from OUSD school site and/or property, the OUSD site administrator shall provide to the AGENCY written, supporting rationale for the decision. OUSD After School Program Office, after conferring with Legal and the Executive Officer supporting the site, shall decide, taking all the facts and circumstances into account, if AGENCY may reassign an employee or agent to another OUSD site. Prior to the removal or change of any AGENCY staff member who is a regular part of the after school program, AGENCY shall inform the Site Administrator with as much notice as possible, and will work with the Site Administrator to ensure a smooth transition in staffing.
- 11.3. Conflict of Interest. AGENCY shall abide by and be subject to all applicable OUSD policies, regulations, statutes or other laws regarding conflict of interest. OUSD shall be permitted to hire an officer or employee of AGENCY for OUSD services in connection with or unrelated to this Agreement and AGENCY shall be permitted to hire any officer or employee of OUSD to perform any service by this Agreement, provided that the agreement attached hereto as Exhibit J is fully executed prior to the performance of any services by the officer or employee. AGENCY affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between AGENCY's family, business or financial interest and the services provided under this MOU, and in the event of change in either private interest or services under this MOU, any question regarding possible conflict of interest which may arise as a result of such change will be brought to OUSD's attention in writing.
- 11.4. Drug-Free / Smoke Free Policy. AGENCY understands that OUSD does not permit drugs, alcohol, and/or smoking at any time in any buildings and/or grounds on OUSD property. AGENCY agrees to adhere to this policy for its students, staff, visitors, employees and or subcontractors.

- 11.5. Non-Discrimination. Consistent with the policy of OUSD and California and Federal laws, AGENCY shall not engage in unlawful discrimination of students on the basis of actual or perceived physical or mental disability, medical condition, sex, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the California Penal Code. Consistent with the policy of OUSD in connection with all work performed under Contracts, AGENCY shall not engage in unlawful discrimination in employment on the basis of actual or perceived race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex or sexual orientation. AGENCY agrees to comply with applicable Federal and California laws including, but not limited to, the Americans with Disabilities Act, Section 504 of the Rehabilitation Act, Title IX and the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and OUSD policy. In addition, AGENCY agrees to require like compliance by all its subcontractor(s).
- 11.6. Bullying; Sexual Harassment. The District's Board of Education recognizes the harmful effects of bullying and sexual harassment on student learning, school attendance and participation in after school programs. In order to have a safe environments that protect students from physical and emotional harm, AGENCY shall establish student safety as a high priority and shall not tolerate sexual harassment or bullying of any student. AGENCY shall adopt a policy expressly against harassment, sexual harassment, intimidation, and bullying and ensure related training on prevention and response is accordingly provided for all AGENCY employees and agents.
- 11.7. Restorative Justice (RJ) and Positive Behavioral Interventions and Supports (PBIS). As a part of the District's commitment to eliminate disproportionality in discipline affecting African American male students, the District has initiated Restorative Justice and PBIS programs at many school sites. AGENCY is encouraged to learn more about these programs at school sites and work with District Staff to implement programs in the after school programs that support positive school climate.
- 12. Indemnification. AGENCY shall indemnify, hold harmless and defend OUSD and each of its officers, officials, employees, volunteers and agents from any loss, liability, audit fines, assessments, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by OUSD, AGENCY or any other person and from any claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of performance of this MOU. AGENCY's obligations under the preceding sentence shall apply jointly and severally regardless of whether OUSD or any of its officers, officials, employees, volunteers or agents are actively or passively negligent, but shall not apply to any loss of liability, fines, penalties, forfeitures, costs or damages caused solely by the active negligence or by the willful misconduct of OUSD. If AGENCY should subcontract all or any portion of the work or activities to be performed under this MOU, AGENCY shall require each subcontractor to indemnify, hold harmless and defend OUSD, its officers, officials, employees, volunteers or agents in accordance with the terms of the preceding paragraph.
- 13. **Insurance**. Throughout the life of the MOU, AGENCY shall pay for and maintain in full force and effect with an insurance company(s) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A/VII" in Best Insurance Rating Guide, the following policies of insurance and shall require each subcontractor to do the same:
  - 13.1. Commercial General Liability insurance which shall include contractual, products and completed operations, corporal punishment and sexual misconduct and harassment coverage, and bodily injury and property damage liability insurance with combined single limits of not less than \$1,000,000 per occurrence.
  - 13.2. **Worker's Compensation** insurance, as required by the California Labor Code, with not less than the statutory limits.

13.3. Property and Fire insurance shall provide to protect: Real Property, against risk of direct loss, commonly known as Special Form and Fire Legal Liability, to protect against liability for portions of premises leased or rented; Business Personal Property, to protect on a Broad Form, named peril bases, for all furniture, equipment and supplies of AGENCY. If any OUSD property is leased, rented or borrowed, it shall also be insured the same as real property.

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

- 14. Incorporation of Recitals and Exhibits. The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
- 15. Counterparts. This MOU and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
- 16. Program Books and Supplies. Supplies can only be purchased by OUSD, not by Lead Agency. Supplies to be used in both the school day and after school program must be joint funded, with a maximum of 50% applied to ASES/21st. The only exception is that supplies for Supplemental programming on non-school days can be purchased by the lead agency. All supplies purchased with grant funding are and remain 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. <a href="https://www.sam.gov/">https://www.sam.gov/</a>

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

#### OAKLAND UNIFIED SCHOOL DISTRICT 6/25/2020 X President, Board of Education Date State Administrator Superintendent 6/25/2020 Secretary. Date Board of Education 5/22/2020 andrea Bustamante 806EC2B9F1FE4AB **Executive Director** Date Community Schools and Student Services Dept.

AGENCY Docusing	ned by: Urgil	5/19/2020
Agency Director S	gnature	Date
Julayne Virgil		utive Officer
Print Name, Title		
ttachments:		

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

Anita Iverson-Comelo	5/19/2020
Principal Principal	Date
Eathern Amold D3350D2272C6402	5/22/2020
Network Superintendent	Date
Sondra Aguilera B072CB8033AD406	5/22/2020
Chief Academic Officer Continuous School Improvement	Date

Lagoons, Shoreline Parks and Lakes) and Related Facilities

- Exhibit E (1) Middle School Sports Release of Liability and Assumption of Risk
- Exhibit F. Invoicing and Staff Qualifications Form
- Exhibit G. Fiscal Procedures and Policies
- Exhibit H. Certificates of Insurance
- Exhibit I. Statement of Qualifications
- Exhibit J. Agreement to Allow Distinct and Separate Employment by OUSD and AGENCY

Legislative File ID:	20-1139	
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MOU template approved by Office of the General Counsel May 2020

#### Exhibit A

#### Attendance Reporting Schedule

After Sc	fied School District hool Programs Reporting Schedule
Monthly Attendance Period	Deadline to Input Attendance Data into
July 1 – July 31, 2020	August 10, 2020
August 1 - August 30, 2020	September 8, 2020
September 1-30, 2020	October 9, 2020
October 1-30, 2020	November 9, 2020
November 1-30, 2020	December 8, 2020
December 1-31, 2020	January 11, 2021
January 1-31, 2021	February 9, 2021
February 1-28, 2021	March 9, 2021
March 1-31, 2021	April 9, 2021
April 1-30, 2021	May 10, 2021
May 1-31, 2021	June 8, 2021
June 1-30, 2021	June 15, 2021

#### Exhibit B

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

(Template distributed separately)

## **INSERT HERE**

Site Name: I Site #:  Site #:  Average # 0  CENTRAL COUSTODIAL	AFTER SCHOOL BUDGET PLATARY & MIDDLE SCHOOLS 01.2020  Bridges  of students to be served daily (ADA): 83  TOTAL GRANT AWARD COSTS: INDIRECT, ADMIN, EVAL, PD, L, SUPPLIES  OUSD Indirect (5.00%)  OUSD ASPO admin, evaluation, and training/technical assistance costs	% 	Resource 6010	ASES , Program 1553 Lead Agency	%	OFCY Match Funds	Other Lead Agency Funds
Site Name: I Site #:  Site #:  Average # 0  CENTRAL COUSTODIAL	Bridges  of students to be served daily (ADA):  TOTAL GRANT AWARD  COSTS: INDIRECT, ADMIN, EVAL, PD, L, SUPPLIES  OUSD Indirect (5.00%)  OUSD ASPO admin, evaluation, and training/technical	<u>%</u>	OUSD	, Program 1553 Lead Agency	0/	Match	
Name: I Site #: Average # o CENTRAL C CUSTODIAL	of students to be served daily (ADA):  TOTAL GRANT AWARD  COSTS: INDIRECT, ADMIN, EVAL, PD, L, SUPPLIES  OUSD Indirect (5.00%)  OUSD ASPO admin, evaluation, and training/technical	%	OUSD	, Program 1553 Lead Agency	9/	Match	
Average # 0	TOTAL GRANT AWARD COSTS: INDIRECT, ADMIN, EVAL, PD, L, SUPPLIES OUSD Indirect (5.00%) OUSD ASPO admin, evaluation, and training/technical	%	OUSD	Lead Agency	0/		
CENTRAL C CUSTODIAI	TOTAL GRANT AWARD COSTS: INDIRECT, ADMIN, EVAL, PD, L, SUPPLIES OUSD Indirect (5.00%) OUSD ASPO admin, evaluation, and training/technical	%		,	0/		
CENTRAL C CUSTODIAI	TOTAL GRANT AWARD COSTS: INDIRECT, ADMIN, EVAL, PD, L, SUPPLIES OUSD Indirect (5.00%) OUSD ASPO admin, evaluation, and training/technical	70	133,1	60.00		Lead Agency	Lead Agency
CENTRAL C CUSTODIAI	COSTS: INDIRECT, ADMIN, EVAL, PD, L, SUPPLIES OUSD Indirect (5.00%) OUSD ASPO admin, evaluation, and training/technical		100,1		70	95,000.00	0.00
(	OUSD Indirect (5.00%) OUSD ASPO admin, evaluation, and training/technical			00.00		00,000.00	0.00
(	OUSD ASPO admin, evaluation, and training/technical		6,341.38				
			8,297.13				
	Custodial Staffing and Supplies at 3.5%		4,148.57				
	TOTAL SITE ALLOCATION		114,3	81.92			
	TED PERSONNEL		.,,-				
1120	Quality Support Coach/Academic Liaison		2,500.00				
	Certificated Teacher Extended Contracts- math or ELA academic intervention (required for MS)		0.00				
1120	Certificated Teacher Extended Contracts- ELL supports						
	academic intervention (recommended for MS)						
	Total certificated		2,500.00			0.00	0.00
CLASSIFIE	D PERSONNEL						
2205	Site Coordinator (list here, if district employee)		0.00	0.00			0.00
2220	SSO (optional)		9,800.00				
,	Security Guard		0.00				
			0.00				
	Total classified		9,800.00	0.00		0.00	0.00
	Employee Benefits for Certificated Teachers on Extended Contract (benefits at 24.5%)		612.50				
	Employee Benefits for Classified Staff on Extra Time/Overtime (benefits at 28%)		2,744.00				
	Employee Benefits for Salaried Employees (benefits at 42%)		0.00				
	Lead Agency benefits (rate: 25%)			11,091.87		10,557.00	6,478.05
	Total benefits		3,356.50	11,091.87		10,557.00	6,478.05
BOOKS AN	ID SUPPLIES						
4310	Supplies (OUSD only, except for Summer Supplemental)		0.00				0.00
	Curriculum (OUSD only)		0.00				0.00
5829 I	Field Trips		0.00				0.00
4420 I	Equipment (OUSD only)		0.00				0.00
ſ	Bus tickets for students						
ľ	Program Supplies						8,000.00
,	Professional Development for Site Staff			500.00			
	Total books and supplies		0.00	500.00		0.00	8,000.00
	TED SERVICES						-,
;	Site Coordinator (1.0 FTE Liliana Sandoval x 40 hours x 44 weeks x \$28.41)			50,001.60			10,000.00
5825	Program Manager (.42 FTE) Maria Ramirez					11,500.00	17,480.00

Academic Literacy Instructors (8 Instructors x 28 hours x 44   23,944.21   53,730.00   33,187.01									
Subcontractors (1 Instructors x 17-19 hours x 38 weeks x 312,101 overall)	5825	Academic/Literacy Instructors (6 Instructors x 26 hours x 44 weeks x \$16-17 an hour)			23,944.21		53,730.00	33,187.01	
Sale		Subcontractors (1 instructors x 17-19 hours x 38 weeks x \$12,101 overall)			10,008.15				
Assistant Coordinator (1 assistant x 32 hours x 44 weeks x 319 an hour)   12	5825	Literacy Specialist (.13 FTE)					5 150 00		
Total value of in-kind direct services   0.00   83,953.96   70,380.00   92,357.86	5825	Assistant Coordinator (1 assistant x 32 hours x 44 weeks x					0,100.00		
N-KIND DIRECT SERVICES		Total services		0.00	83.953.96		70 380 00		
Total value of in-kind direct services	IN-KIND	DIRECT SERVICES			35,000.00		10,000.00	32,307.00	
Total value of in-kind direct services								0.00	
Lead Agency admin (4% max of total contracted \$)   3,179.58   14,063.00   0.00								0.00	
Lead Agency admin (4% max of total contracted \$)   3,179.58   14,063.00   0.00									
Lead Agency admin (4% max of total contracted \$)   3,179.58   14,063.00   0.00									
Lead Agency admin (4% max of total contracted \$)   3,179.58   14,063.00   0.00								1 1 1 1 1	
Lead Agency admin (4% max of total contracted \$)   3,179.58   14,063.00   0.00		Total value of in-kind direct services						0.00	
Subtotals DIRECT SERVICE   85.00   17,647.81   95,545.84   ####   80,937.00   106,845.91	LEAD A	GENCY ADMINISTRATIVE COSTS					38 410		
Subtotals DIRECT SERVICE   85.00   17,647.81   95,545.84   ####   80,937.00   106,845.91									
Subtotals DIRECT SERVICE   85.00   17,647.81   95,545.84   ####   80,937.00   106,845.91					3,179.58		14,063.00	0.00	
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#### OUSD Expanded Learning Programs -After-School Program ELEMENTARY/MIDDLE & HIGH SCHOOLS - 2020-2021

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

SECTION 1: SCHOOL SITE AND AFTER-S	SCHOOL PR	OGRAM INFORMATION	+ 3	
School Site Name: Bridges Academy a	t Melrose	School Type ( <u>Underline below</u> )  Elementary (TK-5)  Elementary/Middle (TK-8)  Middle (6-8)  High School (9-12)  - Alternative High School  - Continuation High School  - Comprehensive High School		
<b>CDS Code:</b> <i>(This is a 14-digit code, search he</i> 01612596002075	ere)	After-School Lead Agency: Girl Inc Of Alameda County		
Principal Name: Anita Comelo	Principal S	Signature and date:  Docusigned by:  Anita Iverson—Comelo	5/19/2020	
Lead Agency Director Name: Maria Ramirez	Lead Ager	ncy Director Signature and date:  Docusigned by:  Julyne Virgil	5/19/2020	
After-School Site Coordinator Name: Liliana Sandoval	After-School Site Coordinator Signature and date:  Docusigned by:  Julyue Virgil  449FFFA22E8F484  5/19/2020			



## SECTION 2: PROGRAM OPERATIONS Average Daily Attendance, Program Dates, Minimum Days & Enrollment

To be compliant with grant requirements, the after-school program must commence immediately upon the conclusion of the regular day, operate a minimum of 15 hours/week, and be open until at least 6:00 pm on every school day for elementary and middle schools (EC 8483). Programs are required to operate all 180 days of the school year.

Projected daily attendance for 2020-21 school year program.

85

**Program Operations for the 2020-2021 school year.** First Day: August 10, 2020 Last Day: May 27, 2021

**UPDATED ED CODE:** Per CDE Education Code Section 8483.7(c) allows programs to close for a <u>maximum of 3 days</u> <u>during a calendar year (not a school year)</u> for staff development. Families and school site personnel 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. **This should be uploaded no later than 5 business days after the closure day.** 

<u>Fill out this Google Form to identify the three days</u> (if any) your program plans to close this year for PD. The program must be open all other days of the school year. (Updates for any date changes are due September 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. There is an expectation already established for the 36 weekly minimum days, however if the school is planning on more than these and 10 extra days for report card conferencing you should discuss how the staffing fees for these extra days will be funded in partnership with the school day.

#### Projected Number of Minimum Days for School Year 2020-2021: 48

\*Schools should provide the lead agency with a calendar of minimum days for the 1st day of school. Is your school-day bell schedule attached? Yes

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, identify school-site funds to be utilized to fund these additional hours of programs?

Girls Inc. will cover the costs to cover all additional program hours caused by minimum days. This will ensure that program starts directly after school and until 6pm daily.



#### **SECTION 3a: PROGRAM MODEL.**

Average Daily Attendance, Program Dates, Minimum Days & Enrollment

Which of the following program models will your site operate as for 2020-2021? (If you choose **Extended Day**, please explain why using this link.)

**Program Model: Traditional After School** 

<u>Traditional After-School</u>: Voluntary program, open to all students, with enrollment priorities targeting certain students.

**Extended Day Program:** After-school-program classes offered to an entire group of students from targeted grades and/or for all students of the school after the end of the regular bell schedule. (Note: extended day classes must not appear on the school bell schedule)

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

Which grade levels will be served by this program? (List or give a range below)

K, 1, 2, 3, 4, 5

#### **ENROLLMENT PROCESS & TIMELINE**



Attach your enrollment timeline to this document

*Important dates to include in your timeline:* 

- April June: Spring enrollment for 2020-21 programs.
- Families will be notified of 2020 -21 after school enrollment before the last day of school, May 29, 2020.
- After school programs begin on the first day of school when enrollment is at a minimum 75% capacity.
- August September: new school year enrollment of families for remaining program slots.
- Remaining program slots will be filled by **September 30, 2020**, 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.

Describe how your school will identify and recruit students beginning of Spring 2020. Indicate how families will be notified of 2020-2021 enrollment before the last day of school.

Our Program Coordinator and Manager will work with the school Principal and Quality Support Coach to identify students who are in need of academic, social emotional support, and/or siblings of returning students. One or more of the following strategies will be used to recruit participants: informational flyers/invitation to join program home to families, school referral forms, Coordinator outreach to families, school outreach/follow-up (when needed), open house/orientation. Continuing families notified

<sup>\*\*</sup>This may look different for <u>High School and Continuation schools</u> based on alternative schedules and intersession. Please include the items above that are applicable to your schedule and recruitment process.



immediately. New families will be put on an enrollment list as applications are turned in and notified as to their enrollment status in program based on available spaces in program and literacy need.

## 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

#### Complete the following questions for Section 3b:

To the best of your knowledge, how many Golden Tickets were distributed in the 2019-20 school year? (please estimate: 0-5 students, 6-10, or 10+ more)
 0-5

How will you make your program more accessible to serve the needs of Golden Ticket students/families?

Our program will set aside 5 spaces in program for students whose families submit a Golden Ticket, as well as continuously prioritize enrollment of these students in program throughout the year if the initial spaces fill. Our Program Coordinator and Manager will work with the school (Principal, Quality Support Coach and/or other identified school personnel), OUSD Expanded Learning Office and McKinney-Vento Office to identify students who are high need and what supports (academic, SEL, language, etc.) are needed both in transitioning into the program and once they are in program. As with all youth we enroll into program, participant updates will be discussed and assessed regularly/as needed (while maintaining necessary confidentiality) at collaborative meetings to ensure that both after school program and school day staff are supporting students' successes, areas of concern, and/or additional supports needed to aid their success in program. Modification to attendance policies will be made for students whose families have received a Golden Ticket, based on student & family needs, to ensure that they are not removed from program in the case of poor attendance or leaving program early. Our Program Coordinator/Manager will collaborate to create



attendance incentives and plans for students to encourage and support increased school and program attendance.

- CDE and OUSD have established district-wide guidelines for Target Population and Enrollment in ASES and 21st Century After School Programs. With these guidelines, each school will create a site-specific After School Enrollment Policy that will be made public to the school community. Describe 1-3 enrollment priorities that will be made public and why?
  - 1) Youth in academic need who are below or far below grade level in reading. Our after school programming for k-5 grade youth is geared toward supporting the district and school goals of getting students to reading level before leaving elementary school.
  - 2) Youth with social-emotional support needs. As a youth development organization, we are committed to creating a safe and supportive environment that will support students in developing social-emotional and 21<sup>st</sup> century skills.
  - 3) Youth who are recommended from school day administration and staff who have special circumstances. Our organization works to support the school day which includes taking recommendations on enrolling youth whose families need additional supports and resources including the after school program.

#### **SECTION 4: PROGRAM COMPONENTS**

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

#### Educational and Literacy Component that includes tutoring/ homework assistance in the core subjects (language arts, math, history /social science, etc.)

Describe how the after-school program will provide the educational & literacy component.

How are students building academic skills? How are social-emotional academic development being integrated? (Include specific strategies for creating a <u>safe & supporting environment through encouragement and active engaged learning.</u>)

Our after-school program will provide one hour daily of literacy intervention to increase student reading levels by at least one year as measured by SRI. Students engage with Common Core-aligned, culturally responsive, and data-informed literacy activities to provide targeted support that meet their individual literacy and social-emotional needs. In alignment with the school day, we offer dual-immersion literacy instruction to our K-2 grade participants, focusing on skills and strategies to master students' home language of Spanish first. Through



participating in activities such as read alouds, literacy centers, Reader's Theater, academic discussions, and guided reading, students become more engaged, confident, and capable readers and writers. As with all of the program activities we provide, our daily literacy activities have infused strategies to support the development of participants' SEL skills, providing opportunities to strengthen peer and adult relationships, take positive risks and build self-awareness and self-management.

# Educational Enrichment Component that offers students engaging activities in a variety of areas (fine arts, career technical education, presentation, etc.)

Describe how the after-school program will offer educational enrichment activities. (Include specific strategies designed to foster <u>skill-building</u>; <u>youth voice and leadership and diversity, access and equity.</u>)

Daily enrichment activities will give youth the opportunity to explore diverse, engaging, culturally and developmentally appropriate activities designed with youth development principles to meet physical, social and cognitive needs. Enrichment classes will occur daily Mon.-Fri. for 45 minutes. Enrichment activities include: 1) Bodies in Motion - provides physical activity, nutrition, health and wellness strategies, while teaching youth to take care of their bodies through motor skill development activities. 2) Clubs - includes hands-on enrichment and community building activities to meet the unique needs, interests and group dynamic of each class. 3) Leadership - a participatory approach for youth to learn about leadership qualities, community leaders, respecting their community, exploring problems, resources, and strategies to be change agents. 4) STEAM (Science, Technology, Engineering, Art and Math) - provides high-quality, hands-on learning to build youth confidence in applying design skills, improve academic success and boost interest in STEM while integrating the arts.

#### Physical Activity other than recess that is structured and supervised with a warm-up, structured physical activities and a cool down. (This should happen for all students in the program.)

Describe how the after-school program will provide <u>structured physical activity</u> for all participants. (Include specific strategies to promote <u>healthy choices and behaviors</u>.)

In addition to the Bodies in Motion component mentioned above, which will occur once per week for 45 minutes and provides physical activity, nutrition and health and wellness strategies, while teaching youth to take care of their bodies through motor skill development activities, the after-school program will provide 30 minutes of structured recreation daily Monday-Friday. Structured recreation will occur near the start of program and facilitators will each provide sports and fitness activities that students will vote on and rotate every 5-7 weeks. Youth will be able to participate in various activities that will give them access to both traditional sports/activities that they are familiar with as well as activities that they would not normally have access to or opportunities in which to participate.

CDE expects **Elementary** programs to offer 30-60 minutes of developmentally appropriate, <u>daily</u> **physical activity** (to help meet CDE recommendation of 60 daily minutes of moderate to vigorous physical activity for youth) **This is not 'free play' or recess.** (We understand Middle and High will



vary based on sports programs and scheduling. Please explain how the after-school program will address physical activity in your program, including type, frequency, and target population. All students should have the opportunity for physical activity).

- · Plan and evaluate (review fitness test results, track minutes, etc.)
- · Include a variety of activities throughout the year

Do you have staff that is certified through **CoachingCorps** who will be returning for the 20-21 school year?

Certified staff will not be returning next school year.

Do you have a coach trained through OUSD **Oakland Athletic League** or other organizations?

No

**If the program does not have either of the above,** how does your site or agency plan to train those staff members supporting physical activity expectations?

Girls Inc. will train our staff members with physical activity expectations during our one-week program specific training before the school year begins. In addition to the training staff will receive physical activity and structure play curriculum. Coordinators will continue to support their program leaders throughout the school year with curriculum and any necessary additional training or resources.

#### Family Literacy Component that includes literacy activities and other educational services that engage adult family members of students.

## Describe how the after-school program provides opportunities to promote literacy and/or other educational services to adult family members of students?

We provide opportunities to promote literacy and other educational services to families in a number of ways. Each year, our schools host a Family Read Night—dedicated to supporting literacy. At the event, we provide resources to families on how to promote and engage with literacy at home. Our programs also host Family Showcases, where students display or perform elements of the literacy program to families as a way to show what they have learned in the after-school program. In collaboration with our Pathways Counseling Center, we also host Family Communication Nights at our sites, where families learn how to communicate with their youth with issues that arise at school, such as bullying and handling emotions.

- 1. Please complete and attach the program schedule for 2020-2021 that reflects the program components identified above.
- 2. Fill out the <u>attached template</u> to describe program components then link them into this document. Program component description link: linked to the <u>spreadsheet</u> create a drop-box option (a) CDE--academic, enrichment, physical activity "use the same title".



\*In the fall, sites are required to resubmit updated program schedules. **This schedule should be clearly** aligned with the supports identified in section 4.

#### Academic Alignment with School Day and District Priorities

Please provide a short narrative that identifies how the after-school program will support school goals aligned with district student learning goals in the appropriate grade level box below.

- Collaborate with the school site 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.

#### **OUSD Student Learning Goals:**

- 1- All students build relationships to feel connected and engaged in learning
  - 2- All students continuously grow towards meeting or exceeding standards in English Language Arts
  - 3- All students continuously grow towards meeting or exceeding standards in Math
  - 4- English Learner students continuously develop their language, reaching English Fluency in 6 years or less
- 5- All students grow a year or more in Reading each year
- **6-** All Students graduate college-, career-, and community-ready

<u>How will after-school program further these OUSD Learning Goals?</u> (Choose 2-3 to focus on for the 20-21 School Year)

Our program prioritizes groups of students that Principal Anita Comelo has identified as populations they will be targeting for their school goals. Bridges Academy has set a goal for reclassification of ELL students based on the LPAC test, and SRI scores. Bridges Academy is also targeting students who are below or far below in ELA and math based on SBAC data, as well as underserved populations such as newcomers, African Americans and students with disabilities. Reduction of chronic absences was also identified as an area of improvement for the school.

Girls Inc. programming will support by emphasizing vocabulary development, and reading comprehension through exposure to complex texts in read alouds with extension activities that align with common core standards and help students make meaning, discuss ideas and write about literature. All program staff are trained on and use ELL best practices in facilitation, literacy intervention and youth development that support students' language acquisition, emotional safety and SEL skills.

Girls Inc. will emphasize STEM in their enrichment programming to support students in deepening their understanding of cause and effect, strategic thinking skills and expand their critical thinking skills.

To support with reducing chronic absenteeism, Program Coordinators will work with school leadership teams (eg: COST, Attendance Team) through communication with the principal, admin staff and QSC to be a part of interventions for students at risk of chronic absenteeism. After school program will incentivize attendance and leverage relationships with students and families to keep youth engaged in school.



#### SECTION 5: CONTINUOUS QUALITY IMPROVEMENT (Alignment with CDE and OUSD)

To increase the effectiveness of a program, it is critical to engage in an ongoing continuous cycle of assessment, planning, and improvement. While the process should be carried out at the site level, documentation of this process should be submitted by the grantee.

This cycle of improvement revolves around twelve critical standards—the **Quality Standards for Expanded Learning in California**—which were developed in partnership between the California Department of Education's (CDE) After School Division and the California Afterschool Network (CAN) Quality Committee.

#### POINTS OF SERVICE Quality Standards & PROGRAMMATIC Quality Standards

<u>Fill out this Google Form to identify where your program is with CDE's quality standards.</u> <u>Google Form Resources:</u>

<u>Definitions: CDE Quality Standards</u> <u>Unpacked: CDE Quality Standards & CQI Spectrum</u> Scoring Key: CDE Quality Standards & CQI Process

PROGRAM SELF-ASSESSMENT	TRUTH * HO	TRUTH * HOPE * CHANGE * CURIOSITY (THC²)					
Highlight the stakeholders who participated in the Program Self-Assessment in 2019-2020	Internal evaluator District administrator Program director Parents/guardians Advisory group	External evaluator Certificated staff Site coordinator Students Other stakeholders _Qua	School administrator Classified staff Site-level/line staff Community partners ality Support Coach				
TRUTH What is currently happening in the program? Use data to identify the truth about 1-2 self-selected aspects of the program.	Identify the after-school program data point(s) in the narrative below. Could include: student feedback (youth survey, interviews or focus groups), internal program observation or external observation.  Over all the data shows we need a better alignment with the day school's culture. We need to find ways to equally support the needs of all of our students. As after-school program, we need to learn the language and the strategies being used with our students during the day.  Program Leaders should execute lessons as trained as much as possible. The basics of what we do should not be altered.						
HOPE What is the dream for the program in these							



areas as identified by students, families, parents, staff and site support team?	The hope for Bridges is that we can better serve our community as a resource to help link day school and After-school program. We hope to bring equity to our students and their families by providing different opportunities.  I hope the day school teachers can respect and trust in the work we do with our Bridges students and families.
CHANGE What steps will be taken to make the shifts needed to realize the HOPE identified above?	The steps that will be taken to better support our HOPE is: community building, sitting in COST meetings and possibly having Restorative Justice training with After-School program staff.  Moving forward, I would love to have the Program Leaders sit in the day school classroom to observe their strategies/culture.  The day school teachers and Program Leaders should know each other by first names.
CURIOSITY  What deeper questions or inquiries are coming up? Something that needs more time to think about to make long-term shifts.	Are we doing enough? I believe the biggest question for my team and I is if we are actually being supportive enough for our students and their families.  How can we merge the day school's culture without losing the essence of Girls Inc?

#### **SECTION 6: Facilities**

- (a) Plan with the school site administrator which rooms and outside spaces the after-school program will use Monday Friday from the start of the program to 6. Make sure to include bathrooms and snack area.
- (b) Lead Agency Director, will go into <u>Facilitron website to complete facilities usage requests</u> no later than May 15, 2020. Visit Facilitron website at: <u>www.facilitron.com/dashboard/login</u>

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
Room 6 – Classroom/ASP Office	20-25	2:50-6:00 W-1:20-7 :00	Playground/Yar d	85	2:50-6:00 W-1:20-6:00
Room 4- Classroom	20-25	2:50-6:00 W-1:20-6 :00	Bathrooms	4-8	2:50-6:00 W-1:20-6:00
Portable L	20-25	2:50-6:00 W-1:20-6 :00			
Portable C (1 <sup>st</sup> Semester)	20-25	2:50-6:00 W-1:20-6 :00			
Portable D (2 <sup>nd</sup> Semester)	20-25	2:50-6:00 W-1:20-6 :00			
Portable H (1 <sup>st</sup> Semester)	20-25	2:50-6:00 W-1:20-6 :00			
Portable F (2 <sup>nd</sup> Semester)	20-25	2:50-6:00 W-1:20-6 :00			
Room 1- Classroom (1 <sup>st</sup> Semester)	20-25	2:50-6:00 W-1:20-6 :00			
Room 5- Classroom	20-25	2:50-6:00			



After-School Programs					of Programs		
(2 <sup>nd</sup> Seme	emester)			W-1:20-6 :00			
	Room 7-Classroom (1 <sup>st</sup> Semester)		20-25	2:50-6:00 W-1:20-6 :00			
Room 3-Classroom (1 <sup>st</sup> semester)		20-25	2:50-6:00 W-1:20-6 :00				
Room K-Classroom (2 <sup>nd</sup> Semester)			20-25	2:50-6:00 W-1:20-6 :00			
Room 2-Classroom (1 <sup>st</sup> Semester)		20-25	2:50-6:00 W-1:20-6 :00				
Room E-Classroom (2 <sup>nd</sup> Semester)		20-25	2:50-6:00 W-1:20-6 :00				
Cafeteria		20-25	2:50-6:00 W-1:20-6 :00				
Bathrooms			4-8	2:50-6:00 W-1:20-6 :00			
In addition, choose up to 5 other dates the program will use space <u>outside of normal program hours</u> .  Please specify which space will be needed (IE: showcases, events and family engagement). <u>Be advised any additional dates/spaces used outside of these dates, the lead agency will be responsible for facilities cost.</u>							
Name of Event	Winter Family Night	Potential Date	12-16-202 0	Number of Students	120	Hours of Use/Room Numbers	1:20-6:30 Cafeteria/classrooms

Name of Event	Winter Family Night	Potential Date	12-16-202 0	Number of Students	120	Hours of Use/Room Numbers	1:20-6:30 Cafeteria/classrooms
Name of Event	Spring Family Night	Potential Date	5-12-2021	Number of Students	120	Hours of Use/Room Numbers	1:20-6:30 cafeteria/classrooms
Name of Event	Family Literacy Night	Potential Date	3-12-2021	Number of Students	120	Hours of Use/Room Numbers	2:50-6:30 cafeteria/classrooms
Name of	Family	Potential	4-14-2021	Number	120	Hours of	1:20-6:30



Event	Communication Workshop	Date	of Students	Use/Room Numbers	cafeteria/classrooms
Name of Event		Potential Date	Number of Students	Hours of Use/Room Numbers	

SECTION 7a: PROGRAM FEES					
Will this after-school program charge program fees for 2020-2021  Yes No If, "YES, program fees will be charged," please complete the following assurances. Both the Principal and Lead Agency boxes must be initialed.					
Principal	Lead Agency	ASSURANCES			
		Our program <b>will not turn away</b> 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 <b>communicate</b> in writing and verbally to parents/guardians that an eligible child will not be turned away from program participation due to the inability to pay.			
		Per CDE, our programs will communicate in writing and publically to parents/guardians program fee expectations in language parents can understand. This should be included in your enrollment applications, posted in your school (publicly accessible), parent handbooks and any marketing materials. Ensure that all documentation is accessible to families. This means they should be translated into the major languages used by the families in your school.			
		Our program will publicize the <b>program fee structure</b> in written program materials for school leaders, parents/guardians, and/or community members (i.e. communication letter, meetings agenda, etc.).			
		Our program shall not charge a fee to a family for a child if the program once notified that the child is a <b>homeless youth</b> , as defined by the federal McKinney-Vento Homeless Assistance Act (42 U.S.C. Section 1143.a), <b>or for a child who the program knows is in foster care</b> .			
		Our program will provide <b>receipts</b> to parents/guardians for each payment made.			
		The lead agency will <b>manage funds</b> 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. This will be turned in quarterly.			
		The Use of Fees: Any fees collected by programs shall be used for program activities, services for students, and program administrative costs. CDE guidance calls for all programs to "keep accurate records of fees collected, and fees should be tracked separately from the grant funds received." Keep documents in the event of an annual financial audit and/or Federal Program Monitoring (FPM). Families who receive free and reduced lunch should be prioritized for no cost program admission.			



# OUSD Expanded Learning Department After-School Programs

SECTION 7b: PROGRAM FEES (Contin	nued)
Describe how the school/program plans to collect program fees and who will be exempt from paying fees or received a reduced fee?	n/a
Describe how all fees collected will be used for after-school programming.	n/a
Describe how fees will be communicated to school leaders/school community.	n/a
☐ Attach a copy of written evidence handbook, etc. meeting with agenda	e of the program fee materials/process (i.e. parent letters, parent a/minutes?



# OUSD EXPANDED LEARNING PROGRAMS Partner Assurances & Agreements 2020–2021

School Site
Bridges Academy at Melrose

Lead Agency Girls Inc. of Alameda County

Date 4/17/20

Name of After School Program
Girls Inc. Afterschool Program

Girls Inc. Afterschool Program

Docusigned by:
Liliana Sandoval

Lead Agency Signature

Docusigned by:
Liliana Sandoval

Lead Agency Signature

Lead Agency Signature

Lead Agency Signature

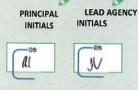
Lead Agency Signature

Docusigned by:
Liliana Sandoval

#### Assurances for Grant Compliance & After School Alignment with School Day

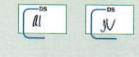
Principal and Lead Agency representative will **review and discuss** each assurance below. Please note **hyperlinks** for the following documents referenced below:

- Grant Assurances signed by OUSD Superintendent
- · Quality Support Coach Role Description
- Site Administrator and Lead Agency Director/Site Coordinator have reviewed the CA Dept. of Education's ASES and/or 21st CCLC Grant Assurances
   understand mandated grant compliance elements.
- Site Administrator and Site Coordinator will meet at least once monthly to ensure program is meeting identified goals. (Bi-weekly check-ins are recommended.)
- Site will provide the after-school program with appropriate facilities and resources
  in support of program goals, including office space with internet and phone access
  for the Site Coordinator, and safe storage for program records.
- 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.)
- 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

PRINCIPAL INITIALS INITIALS 6. School will share student outcome data to better refine program (Attendance data, test scores, Report Cards, IEP's, etc). Site Coordinator will share relevant student and program data with school. 7. Site Administrator and lead agency partner have reviewed the **Quality Support Coach** keyresponsibilities, 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. 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. al 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 al 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). Anita herson-Comelo Julayne Virgil PRINCIPAL SIGNATURE LEAD AGENCY SIGNATURE

#### **After School Safety and Emergency Planning**

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including
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Level_ cident
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<b>y keys</b> for
s and if
1

# After School Safety and Emergency Planning, continued SSO Staffing Check one: Site will utilize after school and/or school day funds to pay Extra time/Over time (ET/OT) for an after school SSO. Site does not need an SSO. Site does not have the resources to fund an after school SSO. Docusigned by: Multa Murson—Comuls PRINCIPAL SIGNATURE LEAD AGENCY SIGNATURE

#### Continuous Quality Improvement (CQI)

In collaboration with the community, the Expanded Learning Department cultivates transformative experiences for children through adults on their journey as they become thriving, productive leaders.

OUSD's after-school programs will engage in an ongoing continuous cycle of assess, plan, and improve. While the process should be carried out at the site level, documentation of this process should be submitted by the grantee.

#### **Continuous Quality Improvement**

In accordance with California Education Code sections 8484 and 8427, all After School Education and Safety (ASES), 21st Century Community Learning Centers (21st CCLC) grants, and 21st Century High School After School Safety and Enrichment for Teens (ASSETs) programs in California shall engage in a data-driven continuous quality improvement (CQI) process based on the Quality Standards. It is expected that each site keeps a copy of its Quality Improvement Plan available on site for review. (i.e Program Planning Tool)

#### **Quality Standards**

California's Expanded Learning Quality Standards assess "Quality" from programmatic, staff, and participant levels. This cycle of improvement revolves around twelve critical standards—the Quality Standards for Expanded Learning in California.

The CDE language for CQI is Assess-Plan-Improve, in OUSD the language has shifted to: *Truth-Hope-Change*; and *Curiosity (THC2)*. The THC2 was co-developed in partnership with community partners. This new process makes the CQI accessible, flexible, and sustainable.

- Lead agency will budget adequately to ensure program staff participate in collaborative steps in the CQI process of Truth, Hope, Change, and Curiosity framework.
- Site Coordinator will participate in meetings/ trainings to develop their knowledge in leading continuous quality improvement process.
- Lead agency and Site Coordinator will become familiar with the OUSD Expanded Learning CQI process i.e. Frequently Ask Questions (FAQ).
- Lead agency and Site Coordinator will familiarize and engage the Quality Standards for Expanded Learning in California.
- Lead agency director will provide support and ensure completion of Section 5 of the Continuous Quality Improvement in the program planning tool:
- Site Coordinator will share the Program Planning
  Tool with the Site Administrator and school staff.

Lead agency and Site Coordinator will complete annual data-collection process to support continuous quality improvement--e.g. Student survey, parent feedback, etc.

Anita lurson-Comclo

PRINCIPAL SIGNATURE

Docusigned by:
Julyur Virgil
419FFFA22E8FA84.
LEAD AGENCY SIGNATURE

#### **ADDENDUM #1**

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

School Site	
Lead Agency	
Middle School Athletics	
community building. OUSD encourages after s league, which consists of after school sports property on extended contract, and/or classified staff on athletics. Sites will allocate \$1,500 to implement be used to purchase sports equipment and support on site and in the after-school office and can of	es that the after-school program will be offering students this year
Girls Cross Country Boys Cross Country Girls Basketball Boys Basketball Boys Basketball	Is Soccer  ys Soccer Is Track and Field ys Track and Field Is Volleyball
I understand I will submit a Schedule of Fiel program's after school athletic games and program's after school at the school at	in middle school sports will complete an OUSD Release of
PRINCIPAL SIGNATURE	LEAD AGENCY SIGNATURE

#### **ADDENDUM #2**

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

ASSETs Program Schedule	
Must be completed by all programs that receive or have cur	rently applied for ASSETs funding.
<b>Describe your planned programming</b> on weekends, during the 2020-2021 school year. Your plans must match	
Number of non-school days you plan to offer during the 2020-2021 fiscal year (JULY1,2020-JUNE30,2021)	
Dates of Service	
Proposed Hours of Operation	
Description of program activities: (describe goals of include any programming geared to internships or requiring off	
PRINCIPAL SIGNATURE	LEAD AGENCY SIGNATURE

#### **ADDENDUM #3** COMPLETED BY SITES WITH EQUITABLE ACCESS GRANTS ONLY

21<sup>St</sup> Century and ASSETs Equitable Access

#### **Equitable Access**

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

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

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

program	that make it possible for students to participate in
How will your 21st CCLC/ASSETs program support population(s) of students in your program will recessive supplemental grant? Please describe your planne with your Equitable Access budget.	
PRINCIPAL SIGNATURE	LEAD AGENCY SIGNATURE

# Program Schedule Decription

				Which required CDE	Explain how the activity is meeting CDE
				component does this	requirements. How are you ensuring it is
				activity meet?	high-quality?
Items Prog	Program Title	Description	Staff	Use drop down menu	
					and one objects line and simple and
					Our academic nour Will provide one nour
					daily of literacy littervellitori to littrease student reading levels as measured by SBI.
					Students engage with Common Core-aligned,
					culturally responsive, and data-informed
		<b>GIRLStart</b> will be			literacy activities to provide targeted support
		provided for two			that meet their individual literacy and social-
		groups of 1 <sup>st</sup> -3 <sup>rd</sup>			emotional needs. Students are also held
		grade girls, who will			accountable to their progress through
		participate in Read			personalized learning for the upper grades
		Alouds and			and SIPPS (Systematic Instruction in
		intentional			Phonological Awareness, Phonics, and Sight
					Words) for the younger grades. Daily literacy
		פארפוואוסוו מכנואונופא,			activities have infused strategies to support
		Phonemic			the development of participants' SEL skills,
		Awareness and			providing opportunities to strengthen peer
		Phonics instruction,			and adult relationships, take positive risks
		independent reading Natalie Esquivel	Natalie Esquivel	Educational and	and build self-awareness and self-
1 Aca	1 Academic GirlStart 1/2	and fluency activities Navarro	Navarro	Literacy Component	management.

			_		
					Our academic hour will provide one hour
					daily of literacy intervention to increase
					student reading levels as measured by SRI.
					Students engage with Common Core-aligned,
					culturally responsive, and data-informed
		BoySOAR will be			literacy activities to provide targeted support
		provided for two			that meet their individual literacy and social-
		groups of 1 <sup>st</sup> -3 <sup>rd</sup>			emotional needs. Students are also held
		grade bovs, who will			accountable to their progress through
		State 29/5, mile million			personalized learning for the upper grades
		אורייקר שיש			and SIPPS (Systematic Instruction in
		Alouns allu			Phonological Awareness, Phonics, and Sight
		Intentional			Words) for the younger grades. Daily literacy
		extension activities,			activities have infused strategies to support
		Phonemic			the development of participants' SEL skills,
		Awareness and			providing opportunities to strengthen peer
		Phonics instruction,			and adult relationships, take positive risks
		independent reading		Educational and	and build self-awareness and self-
2	2 Academic BoySOAR 1/2 and fluency activities Jasmine Cabrera	and fluency activities	Jasmine Cabrera	Literacy Component	management.

				Our academic hour will provide one hour
				daily of literacy intervention to increase
				student reading levels as measured by SRI.
				Students engage with Common Core-aligned,
				culturally responsive, and data-informed
	<b>GIRLStart</b> will be			literacy activities to provide targeted support
	provided for two			that meet their individual literacy and social-
	groups of 1 <sup>st</sup> -3 <sup>rd</sup>			emotional needs. Students are also held
	grade girls, who will			accountable to their progress through
	oracionato in Road			personalized learning for the upper grades
	pai ricipare III nega			and SIPPS (Systematic Instruction in
	Alouds and			Phonological Awareness, Phonics, and Sight
	Intentional			Words) for the younger grades. Daily literacy
	extension activities,			activities have infused strategies to support
	Phonemic			the development of participants' SEL skills,
	Awareness and			providing opportunities to strengthen peer
	Phonics instruction,			and adult relationships, take positive risks
	independent reading		Educational and	and build self-awareness and self-
3 Academic GirlStart 3	and fluency activities Hodaliz Gamino	Iodaliz Gamino	Literacy Component	management.

Empowered and			
Academically			
Motivated) will be			
provided for two			
coed groups of 4 <sup>th</sup> -			
5 <sup>th</sup> graders, who will			
participate in			
activities including			Our academic hour will provide one hour
Book Clubs with			daily of literacy intervention to increase
Academic Discussion			student reading levels as measured by SRI.
and intentional			Students engage with Common Core-aligned,
extension activities,			culturally responsive, and data-informed
independent reading			literacy activities to provide targeted support
and exploration of			that meet their individual literacy and social-
complex text using			emotional needs. Students are also held
Non-Fiction articles.			accountable to their progress through
Fach academic hour			personalized learning for the upper grades
component will			and SIPPS (Systematic Instruction in
component will			Phonological Awareness, Phonics, and Sight
complement school			Words) for the younger grades. Daily literacy
day learning in a run,			activities have infused strategies to support
enriching way to			the development of participants' SEL skills,
meet the needs of			providing opportunities to strengthen peer
youth in an			and adult relationships, take positive risks
afterschool		Educational and	and build self-awareness and self-
	Akilah Morrison	Literacy Component	management.
	vill be two of 4 <sup>th</sup> - vho will uding vith scussion nal ivities, reading on of using using vill schour vill school in a fun, y to eds of	Academically  Motivated) will be provided for two coed groups of 4 <sup>th</sup> -  5 <sup>th</sup> graders, who will participate in activities including Book Clubs with Academic Discussion and intentional extension activities, independent reading and exploration of complex text using Non-Fiction articles. Each academic hour complement school day learning in a fun, enriching way to meet the needs of youth in an afterschool	n '' '' '' '' '' '' '' '' '' '' '' '' ''

	Empowered and			
	Academically			
	Motivated) will be			
	provided for two			
	coed groups of 4 <sup>th</sup> -			
	5 <sup>th</sup> graders, who will			
	participate in			
	activities including			Our academic hour will provide one hour
	Book Clubs with			daily of literacy intervention to increase
	Academic Discussion			student reading levels as measured by SRI.
	and intentional			Students engage with Common Core-aligned,
	extension activities,			culturally responsive, and data-informed
	independent reading			literacy activities to provide targeted support
	and exploration of			that meet their individual literacy and social-
	complex text using			emotional needs. Students are also held
	Non-Fiction articles.			accountable to their progress through
	Fach academic hour			personalized learning for the upper grades
	component will			and SIPPS (Systematic Instruction in
	component win			Phonological Awareness, Phonics, and Sight
	complement school			Words) for the younger grades. Daily literacy
	day learning in a run,			activities have infused strategies to support
	enriching way to			the development of participants' SEL skills,
	meet the needs of			providing opportunities to strengthen peer
	youth in an			and adult relationships, take positive risks
Academic TEAM 4/5	afterschool			and build self-awareness and self-
6 Boys	environment.	Jaime Sanchez	Educational and Litera management.	management.

	Daily enrichment			
	activities will give all			
	students the			
	opportunity to			
	explore diverse,			
	engaging, culturally			
	and developmentally			
	appropriate			
	activities designed			
	to meet physical,			
	social and cognitive			
	needs. Each class			
	will serve a group of			
	15-20 youth in			
	appropriate spaces,			Daily enrichment activities will give youth the
	such as the gym,			opportunity to explore diverse, engaging,
	playground, library,			culturally and developmentally appropriate
	classrooms, school			activities designed with youth development
	garden and	All Program		principals to meet physical, social and
7 Academic Enrichment	auditorium.	Leaders (rotations)	Leaders (rotations) Educational Enrichmer cognitive needs.	cognitive needs.

		Clubs includes			
		hands-on enrichment and/or			
		Community Building			
		activities selected			
		by youth. (6 groups,			
		1x/week for .75hr,			
		gender specific,			
		grades 1-3, coed			to a sich choich
		grades 4-5)			opportunity clubs activities will give vouth
		examples of clubs			the opportunity to explore diverse engaging
		are art, gardening,			culturally and developmentally appropriate
		soccer, running,		Educational	activities designed with youth development
		robotics and code	All Program	Enrichment/Physical	principals to meet physical, social and
8	8 Clubs	club.	Leaders (rotations) Activity	Activity	cognitive needs.
					Daily homework support will infused
		Homework: youth			strategies to support the academic
		will receive 30-45			development of participants while, providing
		minutes of			opportunities to build self-awareness and
		structured	All Program	Educational and	self-management in an acadmic
6	9 Homework	homework support.	Leaders	Literacy Component	environment.

Structured recreation will occur near the start of program and facilitators will each provide sports and fitness activities that students will vote on and rotate every 5-7 weeks. Youth will be able to participate in various activities that will give them access to both traditional sports/activities that they are familiar with as well as activities that they would not normally have access to or opportunities in which to participate.	
Physical Activity	
All Program Leaders	
Recreation: youth will be participate in 30 minutes of structured physical activity based on youth interest.	
Recreation (structure 10 Play)	
10	

#### Bridges Academy at Melrose School Day Schedule 2020-2021

The bell rings at 8:35. All students should line up out on the playground. **PLEASE DO NOT WAIT IN THE HALLWAY!** All teachers will meet their class out on the playground. Breakfast is served from 8:00 to 8:25. Yard supervision starts at 8:25. If your child arrives after the bell rings, please stop by the office to get a tardy slip. Thank you

for your cooperation!

	Mon., Tues., Thurs. Fri	Wednesday
	School Begins at 8:35	School Begins at 8:35
	Dismissal 2:50	Dismissal 1:20
TK-K	8:05-8:35 Teacher Prep	8:05-8:35 Teacher Prep
	8:35-9:45 Instruction	8:35-9:45 Instruction
	9:45-10:15 Recess/Organized games	9:45-10:15 Recess/Organized games
	10:15-11:00 Instruction	10:15-11:00 Instruction
	11:00-11:40 Lunch	11:00-11:40 Lunch
	11:40-1:05 Instruction	11:40-1:20 Instruction
	1:05- 1:35 Recess/Organized games	1:20 Dismissal
	1:35-2:50 Instruction	
	2:50 Dismissal	
1st-2nd	8:05-8:35 Teacher Prep	8:05-8:35 Teacher Prep
	8:35-10:20 Instruction	8:45-10:20 Instruction
	10:20-10:30 Recess	10:20-10:30 Recess
	10:30-11:25 Instruction	10:30-11:25 Instruction
	11:25-12:05 Lunch	11:25-12:05 Lunch
	12:05-1:30 Instruction	12:05-1:20 Instruction
	1:30-1:40 Recess	1:20 Dismissal
	1:40-2:50 Instruction	
	2:50 Dismissal	
3rd-4th	8:05-8:35 Teacher Prep	8:05-8:35 Teacher Prep
	8:35-10:35 Instruction	8:35-10:35 Instruction
	10:35-10:45 Recess	10:35-10:45 Recess
	10:45-11:50 Instruction	10:45-11:50 3rd Instruction
	11:50-12:30 Lunch	<b>10:45-11:55 4th Instruction</b>
	12:30-1:45 Instruction	11:50-12:30 3rd Lunch
	1:45-1:55 Recess (not for 4th)	11:55-12:30 4th Lunch
	1:55-2:50 Instruction	12:30-1:20 Instruction
	2:50 Dismissal	1:20 Dismissal
5 <sup>th &amp;</sup>	8:05-8:35 Teacher Prep	8:05-8:35 Teacher Prep
	8:35-10:50 Instruction	8:35-10:50 Instruction
SDC	10:50-11:00 Recess	10:50-11:00 Recess
	11:00-12:20 Instruction	11:00-12:25 Instruction
	12:20-1:00 Lunch	12:25-1:00 Lunch
	1:00-2:50 Instruction	1:00-1:20 Instruction
	2:50 Dismissal	1:20 Dismissal

At the end of the day, please wait out on the playground for your child. DO NOT WAIT IN THE

**HALLWAY!** The teachers will walk the children out to the playground. Supervision ends at 3:05. If children are not picked up by then, the teachers supervising the playground and the front of the school will send them or bring them to the office. Again, thank you for your cooperation!

#### Horario del dia escolar 2020-2021

La campana suena a las 8:35. Todos los estudiantes deben formarse en su lugar designado para que maestros/as los recojan. **FAVOR DE NO ESPERAR EN EL PASILLO!** El desayuno se sirve de las 8:00 a 8:25. No hay supervisión en el patio hasta las 8:25. Si su niño llega después que suena la campana, favor de pasar por la oficina. ¡Gracias por su cooperación!

cooperacion	lunes, martes, jueves, viernes	miercoles
	Escuela empieza 8:35	Escuela empieza 8:35
	Despedida 2:50	Despedida 1:20
TK-K	8:05-8:35 Preparación de maestros/as	8:05-8:35 Preparación de maestros/as
	8:35-9:45 Instrucción	8:35-9:45 Instrucción
	9:45-10:15 Recreo/Juegos organizados	9:45-10:15 Recreo/Juegos organizados
	10:15-11:00 Instrucción	10:15-11:00 Instrucción
	11:00-11:40 Almuerzo	11:00-11:40 Almuerzo
	11:40-1:05 Instrucción	11:40-1:20 Instrucción
	1:05- 1:35 Recreo/Juegos organizados	1:20 Despedida
	1:35-2:50 Instrucción	
	2:50 Despedida	
1st-2nd	8:05-8:35 Preparación de maestros/as	8:05-8:35 Preparación de maestros/as
	8:35-10:20 Instrucción	8:45-10:20 Instrucción
	10:20-10:30 Recreo	10:20-10:30 Recreo
	10:30-11:25 Instrucción	10:30-11:25 Instrucción
	11:25-12:05 Almuerzo	11:25-12:05 Almuerzo
	12:05-1:30 Instrucción	12:05-1:20 Instrucción
	1:30-1:40 Recreo	1:20 Despedida
	1:40-2:50 Instrucción	
	2:50 Despedida	
3rd-4th	8:05-8:35 Preparación de maestros/as	8:05-8:35 Preparación de maestros/as
	8:35-10:35 Instrucción	8:45-10:35 Instrucción
	10:35-10:45 Recreo	10:35-10:45 Recreo
	10:45-11:50 Instrucción	10:45-11:50 3° Instrucción
	11:50-12:30 Almuerzo	<b>10:45-11:55 4º Instrucción</b>
	12:30-1:45 Instrucción	11:50-12:30 3° Almuerzo
	1:45-1:55 Recreo ( <b>no para 4</b> °)	11:55-12:30 4° Almuerzo
	1:55-2:50 Instrucción	12:30-1:20 Instrucción
	2:50 Despedida	1:20 Despedida
5 <sup>th</sup> &	8:05-8:35 Preparación de maestros/as	8:05-8:35 Preparación de maestros/as
SDC	8:35-10:50 Instrucción	8:35-10:50 Instrucción
SDC	10:50-11:00 Recreo	10:50-11:00 Recreo
	11:00-12:20 Instrucción	11:00-12:25 Instrucción
	12:20-1:00 Almuerzo	12:25-1:00 Almuerzo
	1:00-2:50 Instrucción	1:00-1:20 Instrucción
	2:50 Despedida	1:20 Despedida

Al final del dia escolar, por favor recoja a sus niños en el patio de la escuela. <u>FAVOR DE NO ESPERAR EN EL PASILLO</u>. Los maestros caminaran a los niños hasta el patio. La supervision termina a las 3:05. Si los niños no han sido recogidos a esa hora, los maestros que supervisan el patio y el frente de la escuela los mandarán o llevarán a la oficina. ¡Nuevamente, gracias por su apoyo y cooperación!

Day- Dia	Schedule- Horario
Monday lunes الإثنين	School begins 8:35 School ends 2:50
امٍ سین	Escuela empieza 8:35 Escuela termina 2:50
	8:35 تبدأ المدرسة 2:50 تنتهي المدرسة
Tuesday  martes الثلاثاء	School begins 8:35 School ends 2:50
, , ,	Escuela empieza 8:35 Escuela termina 2:50
	8:35 تبدأ المدرسة 2:50 تنتهي المدرسة
Wednesday  miercoles  الأربعاء	School begins 8:35 School ends 1:20 ←
	Escuela empieza 8:35 Escuela termina 1:20 ←
	تبدأ المدرسة $8:35$ تنتهي المدرسة $1:20 \leftarrow$
Thursday <i>jueves</i> الخميس	School begins 8:35 School ends 2:50
الكميس	Escuela empieza 8:35 Escuela termina 2:50
	8:35 تبدأ المدرسة 2:50 تنتهي المدرسة
Friday viernes يوم الجمعة	School begins 8:35 School ends 2:50
پوم انجمت	Escuela empieza 8:35 Escuela termina 2:50
	8:35 تبدأ المدرسة 2:50 تنتهي المدرسة

# Bridges at Melrose ENROLLMENT PROCESS AND TIMELINE: 2020-2021 School Year

Timolino	After School Envellment Stone/Proces	Individual(c) recessor(ible
	Airei Janon Emoliment Japos riocess	illulvidual(s) responsible
April 13 to May 29, 2020	Current participants will be called by the after school	Site Coordinator
	program staff to re-enroll for the 2020-2021 school year.	Program Manager
		Program Leaders
		Assistant Coordinator
August (early) 2020	Summer mailing to interested/referred families	Site Coordinator
August (late) 2020	Mandatory family orientation	Site Coordinator
	Families sign Family Handbook	Assistant
	After school program begins on the 1st day of school, with	
	enrollment at a minimum 75% capacity.	
August 26 2019	Enrollment for After School Program will restore, new	Site Coordinator
	students will start program on August 24th	Assistant
August-September 2020	New school year enrollment of families for remaining	Site coordinator
	program slots.	Assistant
	Remaining program slots will be filled by September 2020.	Support from: Teacher Referrals,
	Program will maintain a waitlist after program slots are	Principal/Quality Support Coach
	filled.	
September 2020-May 2021	Continued recruitment of students, via waitlist or	Site coordinator
	referrals, to fill any vacancies during the school year	Assistant
	(except for slots reserved for transitional students).	Support from: Teacher Referrals,
	Student who are on the waitlist wild be contacted at the	Principal/ Quality Support Coach
	end of each trimesters by Afterschool Program	
	coordinator or Assistant.	
September 2020- May 2021	114 students are enrolled into program on a first come,	Site coordinator
	first serve basis and Girls Inc. Prioritizes students as follow:	Assistant
	Returning student and siblings	
	Students that need literacy support	
	Teacher/COST/Admin recommendation: transitional	
	youth, ELL, Chronic absenteeism, social emotional support	
	Case by Case based on principal recommendation	

#### Exhibit C



# PARENT PERMISSION AND RELEASE ANDSTUDENT INFORMATION

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

I give my child permission to pa School Program.	rticipate in the 2020-21 _		A
Name of School:			
Student's Name		Grad	e Date of Birth
Parent/Guardian Name (Please pr	int) Signature		Today's Date
Home Address	City	Zip	
Home Phone	Work Phone	Cell Phone	
EMERGENCY CONTACT IN In case of emergency, please conta		Phon	e: work/home/cell
Name	Relationship	Phon	e: work/home/cell
Does your child have health covera	age?Yes	No	
Name of Medical Insurance	Policy/ Insurance #	Primary Insu	red's Name
Email	Email		
authorize After-School Program S necessary for my child during the	Staff to furnish and/or obtain After-School Program.	n emergency medica	al treatment which may b
Parent/Guardian Name	Signature		Date

#### RELEASE OF LIABILITY

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

<b>✓</b>	
Parent/Guardian Signature	Date

#### AFTER-SCHOOLPROGRAM ATTENDANCE POLICIES

I understand that my child is expected to participate fully in the After-School program:

- Elementary School students are expected to participate in the After-School program every day until 6pm, for a total of 15 hours per week.
- Middle School students who participate in the After-School program at least 3 days per week until 6pm, for a minimum total of 9 hours per week will be given priority for enrollment.

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

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

#### STUDENT RELEASE/ PICK UP POLICY

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

<b>V</b>	
Parent/Guardian Signature	Date
When I am unable to pick my child up, I a	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.

#### For the 2020-2021 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	it is being
photographed or videotaped; these photographs/video recordings may be used for promotional p	urposes.

PERMISSION TO EVALUATE PROGRAMS AND TRACK STUDENT PROGRESS

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.

<b>✓</b>	
Parent/Guardian Signature	Date

#### SPECIAL NOTE REGARDING PROGRAM FEES

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

#### **EARLY RELEASE WAIVER (OPTIONAL)**

ELEMENTARY AND MIDDLE SCHOOL STUDENTS

- Elementary School students are expected to participate in the After-School program every day until 6pm, for a total of 15 hours per week.
- Middle School students who to participate in the After-School program at least 3 days per week until 6pm, for a minimum total of 9 hours will be given priority.

Eligible students who are able to fulfill these attendance requirements daily have priority for enrollment.

Base	ed on the OUSD Early Release Policy, families can request Early Release of their child from the After-School gram for any of the following reasons:
	Parallel Program
0	Family Emergency
	Personal Family Circumstance
_	Medical appointment
	Transportation
	Community safety
	Child accident
	Other conditions, as deemed appropriate
Scho	ol Site:
Nam	e of Program:
Nam	e of Student:
Grad	e:
l requ (Plea	uest early release of my child from the After-School Program at o'clock p.m. se check reason)
	I am concerned for my child's safety in returning home by him/herself after dark.
	I am unavailable to pick my child up after this time.
0	Other:
l here from Progr	eby release and discharge the Oakland Unified School District and its officers, employees, agents and volunteers all claims for injury, illness, death, loss or damage arising from my child's early release from the After-School am.
<b>√</b>	
	Parent/Guardian Signature Date

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

#### FOR STUDENTS AGES 12 AND OLDER ONLY

Schoo	Site:
Name	of Program:Name of Student:
Grade	
Date	f Birth of Student:
If I arr	ve, later than the dismissal time or am unable to pick up my child at the end of the After-School Program:
□ super	I give the After-School Program staff permission to release my child from the After-School Program without ision.
from a	y release and discharge the Oakland Unified School District and its officers, employees, agents, and volunteers I claims for injury, illness, death, loss or damage arising from the release of my child without supervision if I ater than dismissal time or am unable to pick up my child at the end of the After-School Program day.
<b>√</b>	
	Parent/Guardian/Caretaker Signature Date

#### After-School Programs, 2020-21

SCHOOL SHE.	MME:		
STUDENT HEALTH FOR STUDENT INFORMATION Student's Name			
Grade in 2020-21			
PARENT/GUARDIAN INFORMATION			
Student's Home Address			
Phone (home)			
Parent/Guardian Cell #	_ Parent/Guardian Work #		
Name of Child's Doctor	Telephone		
EMERGENCY n case of emergency, please contact:			
lame:	Relationship to student:		
Phone Number:			
IEALTH	Usald Coulty		
lease check if your child has any of th	nese Health Conditions and requires management after school:		
lease check if your child has any of th HEALTH CONDITION	MEDICATION		
lease check if your child has any of th HEALTH CONDITION  Severe Allergy to:	MEDICATION  □ Student has EpiPen® at school		
lease check if your child has any of th HEALTH CONDITION Severe Allergy to: Asthma	MEDICATION  □ Student has EpiPen® at school  □ Student has inhaler at school		
lease check if your child has any of th HEALTH CONDITION Severe Allergy to: Asthma Diabetes	MEDICATION  □ Student has EpiPen® at school  □ Student has inhaler at school  □ Student has medication at school		
Please check if your child has any of the HEALTH CONDITION  Severe Allergy to: Asthma Diabetes Seizures	MEDICATION  Student has EpiPen® at school  Student has inhaler at school  Student has medication at school  Student has medication at school		
Please check if your child has any of the HEALTH CONDITION  Severe Allergy to: Asthma Diabetes Seizures Sickle Cell Anemia Cystic Fibrosis	MEDICATION  Student has EpiPen® at school  Student has inhaler at school  Student has medication at school  Student has medication at school  Student has medication at school		
Please check if your child has any of the HEALTH CONDITION  Severe Allergy to: Asthma Diabetes Seizures Sickle Cell Anemia Cystic Fibrosis	MEDICATION  Student has EpiPen® at school  Student has inhaler at school  Student has medication at school  Student has medication at school  Student has medication at school		
Please check if your child has any of the HEALTH CONDITION  Severe Allergy to: Asthma Diabetes Seizures Sickle Cell Anemia Cystic Fibrosis Other conditions:	MEDICATION  Student has EpiPen® at school  Student has inhaler at school  Student has medication at school		
Please check if your child has any of the HEALTH CONDITION  Severe Allergy to: Asthma Diabetes Seizures Sickle Cell Anemia Cystic Fibrosis Other conditions:  Idedical History that may be of important and several conditions.	MEDICATION  Student has EpiPen® at school  Student has inhaler at school  Student has medication at school		
Please check if your child has any of the HEALTH CONDITION  Severe Allergy to: Asthma Diabetes Seizures Sickle Cell Anemia Cystic Fibrosis Other conditions:  Medical History that may be of importist any Allergies:	MEDICATION  Student has EpiPen® at school  Student has inhaler at school  Student has medication at school		

#### 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 vi	sion problems?
Have you ever been no	tified that your child has difficulty seeing?
Is your child supposed	o wear glasses?

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



#### Exhibit D

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

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

Contact Information:	· · · · · · · · · · · · · · · · · · ·	
Site Name	Lead Agency Name	
Name of Contact Person	Email	
Telephone	Fax	
The following Field Trips, Off Site Ever Program will occur during:     Fall Semester- August 10, 2020     Spring Semester- January 6, 202     Summer Program (Specify dates:	21 to May 15, 2021	
Name of Field Trip, Off Site Event, and/or Off Site Activities	Date(s) Time(s)	
Site Coordinator Signature	Date	
_ead Agency Director Signature		
Site Administrator Signature	Date	

#### Exhibit E

#### EAST BAY REGIONAL PARK DISTRICT

#### WAIVER AND RELEASE OF LIABILITY AND INDEMNITY AGREEMENT

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

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

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

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

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

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

Participant Name (Print)		
Name of Custodial Parent or Guardian (if Participant is under 18):		
Signature:  Participant Signature (if over 18) or Custodial Parent or Guardian Signature	Date:	
		EBRPD Waiver - Swim Us

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

23 20 MIDDLE SCHOOL SPORTS LEAGUE ACTIVITIES
RELEASE OF LIABILITY AND ASSUMPTION OF RISK
In exchange for being permitted to participate or have my child/ward participate in activities and use equipment and facilities, I agree to release, indemnify and discharge Oakland Unified School District ("OUSD"),, and their respective agents, directors and employees on behalf of myself, my spouse/domestic partner, children, heirs, assigns, and estate as described below.
1. I am familiar with the Middle School Sports League Activities and facility rules and agree that I and my child will follow them. I understand that the recreational activities or use of the facilities or equipment carries inherent risks which cannot be eliminated regardless of the presence of coaches or other care taken to avoid injury. I understand that, in the event that a Middle School Sports League school site is closed for any emergency reason (including but not limited to reasons related to COVID-19), the Middle School Sports League shall provide physical programming remotely, rather than in-person at the school site, and that this remote physical activity likewise carries inherent risks. 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 (including remote physical activity) offered after school and on designated weekend days as scheduled.
2. As parent/guardian, I certify that my child is physically fit and medically able to participate in the Middle School Sports League activities and that parent/guardians have not been advised otherwise by a qualified medical person. I authorize OUSD,, or Middle School Sports League staff to furnish and/or obtain emergency medical treatment which may be necessary for me or my child during Middle School Sports League activities. Participant and/or parent/guardian agree to pay all costs associated with medical care and transportation for the participant as provided by law.
3. As parent/guardian, I have reviewed the schedule(s) for Middle School Sports League activities and understand that weather permitting the Middle School Sports League activities generally rur after school and on designated weekend days of each month as scheduled. Parent/Guardians understand that they are responsible for transporting their child/children and picking up their children promptly at the end of the program and that there is no OUSD or supervision for children after the Middle School Sports League program ends.
4. I agree as an adult participant, or the Parent/Guardian of a minor participant, to grant the right and permission to photograph and/or record me or my child/ward in connection with Middle School Sports League and to use the photograph and/or recording for all purposes.
By signing this document (Release of Liability and Assumption of Risk), I understand that if anyone is hurt or property damaged in connection with Middle School Sports League activities (including remote physical activity), I may be found to have waived my or my child/ward's right to maintain a lawsuit against OUSD,, or their respective agents, directors, and employees and I am voluntarily choosing to participate.
SIGNATURE Today's Date
(Participant or Parent/Legal Guardian if under age of 18)

<b>Participant</b>	Name	(print)
--------------------	------	---------

Grade

**Date of Birth** 

School

(COMPLETE INFORMATION ON BOTH SIDES)

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

OAKLAND UNIFIED SCHOOL DISTRICT AND



## Invoicing and Staff Qualifications Form 2020-2021

#### **Basic Directions**

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

- 1. Employee, agent or subcontractor name.
- 2. ATI #. This is the fingerprint clearance number assigned by the Department of Justice.
- Current TB Clearance. Current means within the last 4 years. This documentation should be maintained in Lead Agency files and copies must be upload to the Google Folder.
- 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 will be maintained in Lead Agency files and a copy must be submitted to OUSD.

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

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



# PROCEDURE FOR INVOICING Oakland Unified School District Comprehensive After School Programs 2020-2021

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

- All 21st Century and/or ASES invoices must be submitted to the OUSD After School Programs Office in order to be processed and paid. We are located at 1000 Broadway, Suite 150.
- ♦ All invoices must be generated on your organization's letterhead. This applies to both agency and individual contractors.
- ◆ To maintain invoicing consistency so that all necessary information is included, please <u>use the attached invoicing format</u>. Simply cut and paste the format onto your organization's letterhead. Please utilize the sample invoice as a guide. All of the information in the top section of the invoice template MUST be completed in order to process for payment. Also, in the body of the template, a detailed breakdown of charges must be provided, including number of hours worked and hourly rate. Failure to fully complete an invoice according to these specifications may result in a delay of payment.
- ◆ All invoices should cover only one calendar month, i.e. the 1st through the 30th or 31st.
- Contractor, Agency, Site Coordinator, and Principal signatures must be secured prior to submission of invoices to the After School Programs Office. All of these signatures must be originals.
- Invoices for the month are generally due in the After School Programs Office by 5:00 p.m. on the 10th of the following month. This is not a steadfast rule; for example, the invoice for November 1-30th is due in our office on the 9th of December (the 10th is a Saturday). Invoices that are submitted after the due dates listed below will be processed the following monthly invoicing period.

The tentative schedule for OUSD payments is anticipated as follows:

Invoices due to our office by 5:00 pm on:	Accounts Payable checks to be mailed on:
August 10, 2020	August 25, 2020
September 8, 2020	September 22, 2020
October 9, 2020	October 23, 2020
November 9, 2020	November 20, 2020
December 8, 2020	December 21, 2020
January 11, 2021	January 25, 2021
February 9, 2021	February 26, 2021
March 9, 2021	March 23, 2021
April 9, 2021	April 30, 2021
May 10, 2021	May 28, 2021
June 7, 2021 for May invoices	June 25, 2021
June 15, 2021 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 2020-2021

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

#### Paying OUSD Certificated Employees (Teachers)

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

Paid In-service/Extended Contract Timesheets Due to After School Programs Office on the following anticipated dates:	OUSD Anticipated Payroll Issue Dates  ***Please note: Allow 45 days processing time for the first submission. Future submissions take approximately 5 weeks .***			
September 15, 2020	October 20, 2020			
October 15, 2020	November 22, 2020			
November 15, 2020	December 22, 2020			
December 15, 2020	January 21, 2021			
January 14, 2021	February 22, 2021			
February 15, 2021	March 22, 2021			
March 15, 2021	April 22, 2021			
April 15, 2021	May 20, 2021			
May 13, 2021	June 22, 2021			
June 7, 2021	June 29, 2021			

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 2020-2021

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

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

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

ET/OT Forms Due to After School Programs Office on the following anticipated dates:	OUSD Anticipated Payroll Issue Dates			
September 15, 2020	September 29, 2020			
September 29, 2020	October 12, 2020			
October 12, 2020	October 29, 2020			
October 29, 2020	November 15, 2020			
November 15, 2020	November 30, 2020			
November 30, 2020	December 15, 2020			
December 15, 2020	December 29, 2020			
December 22, 2020	January 12, 2021			
January 12, 2021	January 31, 2021			
January 31, 2021	February 15, 2021			
February 15, 2021	February 28, 2021			
February 28, 2021	March 15, 2021			
March 15, 2021	March 31, 2021			
March 31, 2021	April 15, 2021			
April 15, 2021	April 29, 2021			
April 29, 2021	May 13, 2021			
May 13, 2021	May 31, 2021			
May 31, 2021	June 15, 2021			
June 15, 2021	June 29, 2021			

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

## **INSERT HERE**

GIRLSINC2

ACORD.

#### CERTIFICATE OF LIABILITY INSURANCE

6/28/2019

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT Felicia McAroy				
Marsh & McLennan Agency LLC		925 482-9390			
Marsh & McLennan ins Agency LLC	E-MAIL ADDRESS: Felicia.McAroy@MarshMMA.com				
1340 Treat Blvd #250	INSURER(S) AFFORDING COVERAGE	NAIC#			
Walnut Creek, CA 94597	INSURER A : Hanover American Insurance Company	36064			
INSURED	INSURER B : Hanover Insurance Company	22292			
Girls Inc of Alameda County 510 16th Street Oakland, CA 94601	INSURER C : Everest National Insurance Company	10120			
	INSURER D : Allmerica Financial Benefit Insurance	41840			
	INSURER E:				
	INSURER F:				

COVERAGES

CERTIFICATE NUMBER:

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

ISR TR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	(MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	S
A	X COMMERCIAL GENERAL LIABILITY X		D96424400	07/01/2019	07/01/2020	EACH OCCURRENCE	\$1,000,000
	CLAIMS-MADE X OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
						MED EXP (Any one person)	s10,000
						PERSONAL & ADV INJURY	\$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE	s3,000,000
	X POLICY PRO- JECT LOC					PRODUCTS - COMP/OP AGG	sincluded
	OTHER:						\$
-	AUTOMOBILE LIABILITY		AWFD96424100	07/01/2019	07/01/2020	COMBINED SINGLE LIMIT (Ea accident)	s1,000,000
	X ANY AUTO					BODILY INJURY (Per person)	s
	OWNED SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$
	X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident)	s
				W Total			s
3	X UMBRELLA LIAB X OCCUR	· ·	D96424500	07/01/2019	07/01/2020	EACH OCCURRENCE	\$5,000,000
	EXCESS LIAB CLAIMS-MADE					AGGREGATE	\$5,000,000
	DED RETENTION \$						s
С	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		CA10002249191	07/01/2019	07/01/2020	X PER OTH-	
	ANY PROPRIETOR/PARTNER/EXECUTIVE	NIA				E.L. EACH ACCIDENT	\$1,000,000
	(Mandatory in NH)	N/A				E.L. DISEASE - EA EMPLOYEE	\$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	\$1,000,000
A	Professional Liab		D96424400	07/01/2019	07/01/2020	\$1,000,000 Ea. Occ. \$3,000,000 Annual A \$25,000 Retention	.gg.

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

Oakland Unified School District is included as Additional Insured (General Liability), per the attached.

CERTIFICATE HOLDER	CANCELLATION
Oakland Unified School District Attention: Risk Management 1000 Broadway, Suite 440	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
Oakland, CA 94607	AUTHORIZED REPRESENTATIVE
	HI: Cid

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#### THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY,

#### COMMERCIAL GENERAL LIABILITY BROADENING ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### SUMMARY OF COVERAGES

	CONTINUAL OF COVERAGES	
1.	Additional Insured by Contract, Agreement or Permit	Included
2.	Additional Insured – Primary and Non-Contributory	Included
3.	Blanket Waiver of Subrogation	Included
4.	Bodily Injury Redefined	Included
5.	Broad Form Property Damage - Borrowed Equipment, Customers Goods & Use of Elevators	Included
6.	Knowledge of Occurrence	Included
7.	Liberalization Clause	Included
8.	Medical Payments – Extended Reporting Period	Included
9.	Newly Acquired or Formed Organizations - Covered until end of policy period	Included
10.	Non-owned Watercraft	51 ft.
11.	Supplementary Payments Increased Limits	
	- Bail Bonds	\$2,500
	- Loss of Earnings	\$1000
12.	Unintentional Failure to Disclose Hazards	Included
13.	Unintentional Failure to Notify	Included

This endorsement amends coverages provided under the Commercial General Liability Coverage Part through new coverages, higher limits and broader coverage grants.

#### Additional Insured by Contract, Agreement or Permit

The following is added to SECTION II - WHO IS AN INSURED:

#### Additional Insured by Contract, Agreement or Permit

- a. Any person or organization with whom you agreed in a written contract, written agreement or permit that such person or organization to add an additional insured on your policy is an additional insured only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" caused, in whole or in part, by your acts or omissions, or the acts or omissions of those acting on your behalf, but only with respect to:
- "Your work" for the additional insured(s) designated in the contract, agreement or permit;
- Premises you own, rent, lease or occupy; or
- (3) Your maintenance, operation or use of equipment leased to you.
- The insurance afforded to such additional insured described above;
  - (1) Only applies to the extent permitted by law; and
  - (2) Will not be broader than the insurance which you are required by the contract, agreement or permit to provide for such additional insured.

POLICY #: D96424400

POLICY PERIOD: 07/01/2019

TO 07/01/2020

- (3) Applies on a primary basis if that is required by the written contract, written agreement or permit.
- (4) Will not be broader than coverage provided to any other insured.
- (5) Does not apply if the "bodily injury", "property damage" or "personal and advertising injury" is otherwise excluded from coverage under this Coverage Part, including any endorsements thereto.
- c. This provision does not apply:
  - (1) Unless the written contract or written agreement was executed or permit was issued prior to the "bodily injury", "property damage", or "personal injury and advertising injury".
  - (2) To any person or organization included as an insured by another endorsement issued by us and made part of this Coverage Part.
  - (3) To any lessor of equipment:
    - (a) After the equipment lease expires; or
    - (b) If the "bodily injury", "property damage", "personal and advertising injury" arises out of sole negligence of the lessor
  - (4) To any:
    - (a) Owners or other interests from, whom land has been leased which takes place after the lease for the land expires; or
    - (b) Managers or lessors of premises if:
      - The occurrence takes place after you cease to be a tenant in that premises; or
      - (ii) The "bodily injury", "property damage", "personal injury" or "advertising injury" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor.
  - (5) To "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" or the offense which caused the "personal and

advertising injury" involved the rendering of or failure to render any professional services by or for you.

d. With respect to the insurance afforded to these additional insureds, the following is added to SECTION III – LIMITS OF INSURANCE:

The most we will pay on behalf of the additional insured for a covered claim is the lesser of the amount of insurance:

- Required by the contract, agreement or permit described in Paragraph a.; or
- Available under the applicable Limits of Insurance shown in the Declarations.

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

 Additional Insured – Primary and Non-Contributory

The following is added to SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 4. Other insurance:

Additional Insured - Primary and Non-Contributory

If you agree in a written contract, written agreement or permit that the insurance provided to any person or organization included as an Additional Insured under SECTION II – WHO IS AN INSURED, is primary and non-contributory, the following applies:

If other valid and collectible insurance is available to the Additional Insured for a loss covered under Coverages A or B of this Coverage Part, our obligations are limited as follows:

#### a. Primary Insurance

This insurance is primary to other insurance that is available to the Additional Insured which covers the

Additional Insured as a Named Insured. We will not seek contribution from any other insurance available to the Additional Insured except:

- For the sole negligence of the Additional Insured;
- (2) When the Additional Insured is an Additional Insured under another primary liability policy; or
- (3) when b. below applies.

If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in c. below. POLICY #: D96424400

POLICY PERIOD: 07/01/2019

TO 07/01/2020

#### b. Excess Insurance

- (1) This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:
  - (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
  - (b) That is Fire insurance for premises rented to the Additional Insured or temporarily occupied by the Additional Insured with permission of the owner;
  - (c) That is insurance purchased by the Additional Insured to cover the Additional Insured's liability as a tenant for "property damage" to premises rented to the Additional Insured or temporarily occupied by the Additional with permission of the owner; or
  - (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g, of SECTION I – COVERAGE A – BODILY INURY AND PROPERTY DAMAGE LIABILITY.
- (2) When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.
- (3) When this insurance is excess over other Insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:
  - (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
  - (b) The total of all deductible and self insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

#### c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each

insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first. If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers

#### 3. Blanket Waiver of Subrogation

The following is added to SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us:

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damage under this coverage form. The damage must arise out of your activities under a written contract with that person or organization. This waiver applies only to the extent that subrogation is waived under a written contract executed prior to the "occurrence" or offense giving rise to such payments.

#### 4. Bodily Injury Redefined

**SECTION V – DEFINITIONS**, Definition **3.** "bodily injury" is replaced by the following:

- "Bodily injury" means bodily injury, sickness or disease sustained by a person including death resulting from any of these at any time. "Bodily injury" includes mental anguish or other mental injury resulting from "bodily injury".
- Broad Form Property Damage Borrowed Equipment, Customers Goods, Use of Elevators
  - a. SECTION I COVERAGES, COVERAGE A BODILIY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph 2. Exclusions subparagraph j. is amended as follows:

Paragraph (4) does not apply to "property damage" to borrowed equipment while at a jobsite and not being used to perform operations.

Paragraphs (3), (4) and (6) do not apply to "property damage" to "customers goods" while on your premises nor do they apply to the use of elevators at premises you own, rent, lease or occupy.

- b. The following is added to SECTION V DEFINITIONS:
  - 24. "Customers goods" means property of your customer on your premises for the purpose of being:

POLICY PERIOD: 07/01/2019

TO 07/01/2020

- a. worked on; or
- b. used in your manufacturing process.
- c. The insurance afforded under this provision is excess over any other valid and collectible property insurance (including deductible) available to the insured whether primary, excess, contingent

#### 6. Knowledge of Occurrence

The following is added to SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 2. Duties in the Event of Occurrence, Offense, Claim or Suit:

e. Notice of an "occurrence", offense, claim or "suit" will be considered knowledge of the insured if reported to an individual named insured, partner, executive officer or an "employee" designated by you to give us such a notice.

#### 7. Liberalization Clause

The following is added to SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

#### Liberalization Clause

If we adopt any revision that would broaden the coverage under this Coverage Form without additional premium, within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this Coverage Part.

- 8. Medical Payments Extended Reporting Period
  - a. SECTION I COVERAGES, COVERAGE C MEDICAL PAYMENTS, Paragraph 1.
     Insuring Agreement, subparagraph a.(3)(b) is replaced by the following:
    - (b) The expenses are incurred and reported to us within three years of the date of the accident; and
  - b. This coverage does not apply if COVERAGE C – MEDICAL PAYMENTS is excluded either by the provisions of the Coverage Part or by endorsement.
- Newly Acquired Or Formed Organizations
   SECTION II WHO IS AN INSURED, Paragraph
   a. is replaced by the following:
  - Coverage under this provision is afforded until the end of the policy period.

#### 10. Non-Owned Watercraft

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph 2. Exclusions, subparagraph g.(2) is replaced by the following:

- g. Aircraft, Auto Or Watercraft
  - (2) A watercraft you do not own that is:
    - (a) Less than 51 feet long; and
    - (b) Not being used to carry persons or property for a charge;

This provision applies to any person who, with your consent, either uses or is responsible for the use of a watercraft.

- Supplementary Payments Increased Limits
   SECTION I SUPPLEMENTARY PAYMENTS
   COVERAGES A AND B, Paragraphs 1.b. and
   1.d. are replaced by the following:
  - 1.b.Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
  - 1.d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$1000 a day because of time off from work.
- 12. Unintentional Failure to Disclose Hazards

The following is added to SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 6. Representations:

We will not disclaim coverage under this Coverage Part if you fail to disclose all hazards existing as of the inception date of the policy provided such failure is not intentional.

#### 13. Unintentional Failure to Notify

The following is added to SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 2. Duties in the Event of Occurrence, Offense, Claim or Suit:

Your rights afforded under this policy shall not be prejudiced if you fail to give us notice of an "occurrence", offense, claim or "suit", solely due to your reasonable and documented belief that the "bodily injury" or "property damage" is not covered under this policy.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

#### Exhibit I

Statement of Qualifications

## **INSERT HERE**



**PURPOSE** 

Empower girls from underserved communities to navigate gender, economic and racial barriers to realize their full potential.

#### THE NEED

Oakland elementary students from low-income households cannot read at grade level

girls in Oakland will not graduate high school

By 8th grade, girls are half as interested in math and science as boys

#### WHO WE IMPACT

10,000

99%

97%

girls, families & community members

identify as girls of color

eligible for free and reduced price meals

#### **OUR PRIORITIES**



Strong
Mental Health Counseling
Nutrition, Sports & Fitness
Reproductive Health



Smart
Literacy
STEM Programs
College & Career Access



Bold
Leadership Development
Positive Risk-Taking
Advocacy

#### **OUR IMPACT**



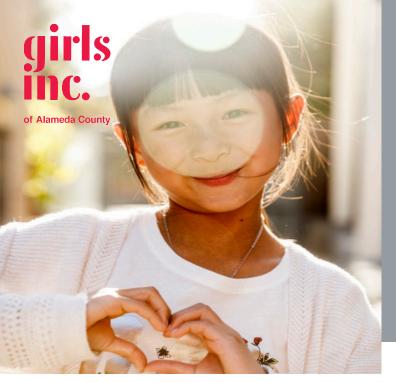
**85%** of our girls **increased** interest in STEM



Our girls are **1.5 x more likely** to read at or above grade level than their peers



**100%** of Girls Inc. seniors enroll in college and **97%** are the first in their families to do so



"The program had a domino effect in my life— one good thing led to another. Being involved in Girls Inc. in middle school connected me to a great high school scholarship program. Both of these positive influences worked together to help me pursue higher education. Girls Inc. taught me how to be strong, smart, and bold and now I am helping others do the same."

GIRLS INC. STUDENT



We provide life-changing programs and counseling services in our downtown Oakland Center, and in schools and satellite centers throughout Alameda County.

We work with girls on the average:

635 hours / year Elementary School girls
345 hours / yaer Middle School girls
105 hours / year High School girls



**Our Program Sites** 

#### **GET INVOLVED**

#### Volunteer

#### Mentors, tutors, reading buddies... and more!

Individuals and groups needed to support girls all year round. Visit girlsinc-alameda.org/get-involved/volunteer for more information.

#### **Invest**

#### With your investment, our girls:

- Learn to read
- Discover STEM
- Find their voice
- Prepare for college

Working together, we transform lives. All gifts needed and appreciated. Invest today at girlsinc-alameda.org/invest.

# Funding Model 2018-19 Other 3% Foundation / Corporation 28% Individuals 35% Government Grants 34%

Total = 7.583 M

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

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

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

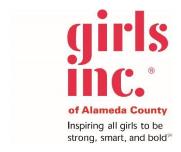
- 9. Litigation. This Agreement shall be performed in Oakland, California and is governed by the Laws of the State of California. The Alameda County Superior Court shall have jurisdiction over any state court litigation initiated to enforce or interpret this Agreement.
- 10. Integration/Entire Agreement of Parties: This Agreement and the Memorandum of Understanding between AGENCY and OUSD from which this Agreement stems, constitute the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by all Parties.

11. Counterparts. This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

12. Signature Authority. Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been given the proper authority and empowered to enter into this Agreement.

13. Employment Contingent on Governing Board Approval: OUSD shall not be bound by the terms of this Agreement or employment of EMPLOYEE until it has been formally approved by OUSD's Governing Board, and no payment shall be owed or made to EMPLOYEE absent formal approval. This Agreement shall be deemed to be approved when it has been signed all Parties and employment of EMPLOYEE has been approved by the Governing Board.

0	AKLAND UNIFIED SCHOOL DISTRICT
0	President, Board of Education Superintendent or Designee
	ecretary, Board of Education GENCY
Eľ	MPLOYEE



April 17, 2020

Oakland Unified School District Community Schools & Student Services 1000 Broadway, Suite 150 Oakland, CA. 94607

To Whom It May Concern,

This letter confirms that Girls Incorporated of Alameda County requires that all school based staff classified as employees, volunteers, and agents working in OUSD after school programs will have fingerprint clearance through the Dept. of Justice and FBI, copies of their official transcripts, and proof of a T.B. test within the last 6 months before they begin working on OUSD school sites.

Please do not hesitate to contact me should you have any questions.

Best regards,

Julayne Virgil

Chief Executive Officer

jvirgil@girlsinc-alameda.org

510-537-5515 ext. 224



# 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.

			Age	ncy Information			
Agency Name	Girls Inc of Alameda County 50 16th Street			Agency's Contact Person	Julayne Virgil		
Street Address				Title	Chief Executive Officer		
City	Oakland	Oakland		Telephone	510-357-5515		
State	CA Z	CA Zip Code		Email	jvirgil@girlsinc-alameda.org		
OUSD Vendor Number		01841			Jviigii@giiisiiic-alaifileda.org		
Attachments	■ Statement of	of qualificat anning Too	ions Land Budget	compensation insurance	arties List. (www.sam.gov/portal/public/Sam/		

	Co	mpensation	and Terms – M	ust be within OUS	SD Billing Gu	idelines			
A - 4: -! 4 - 1 Ot 1		ate work will end	July 31, 2021	Total Contract Amount		\$ 98,725.	\$ 98,725.00		
			Budget	Information					
Resource #	# Resource Name			Budget #			331-3-	Req. #	
6010	ASES	ASES 010-60		010-0-1110-4000-5825-178-1780-1553-9999-99999			0 ;	20/21 Funds	
						\$			
						\$			
						\$			
	\$61 SV		OUSD Contract C	Originator Informa	tion				
Name of OUSD Contact Anita Iverson-Com			Comelo	Email		anita.comelo @ou			
Telephone 510-535-3876 Site/Dept. Name 178/Bridges Acade			Fax	510-535-3875					
		cademy	Enrollment Grades		TK	through	5		
		Appr	oval and Routing	(in order of appro	val steps)				
Services cannot be pro- services were not provi OUSD Administ	trator verifies t	that this vendo	or does not appear	on the Excluded Pa	arties List (http	s://www.sar	n.gov)	knowledge	
. Site Administrator		mn.	A Doodhund to			Denied – Reason		Date	
			Anta hurron-Cometo				5/19/2020		
2. Resource Manager			Martia Pena				5/19/2020		
<ol><li>Network Superintendent/Deputy Chief/Exec Dir.</li></ol>			Dir. Kalleen Arnold					5/22/2020	
		4. Cabinet (CAO, SBO, CFO)		- Dussidigmed by:				5/22/2020	
. Cabinet (CAO, SB	30, CFO)			San Iva Anutore				7/22/2020	
. Cabinet (CAO, SB . Board of Education	24/2 Sec. 10	ndent		Sondra Agulera				7/22/2020	