Board Office Use: Legislative File Info.			
File ID Number 20-2452			
Introduction Date	2/10/21		
Enactment Number	21-0172		
Enactment Date	2/10/2021 lf		



Board Cover Memorandum

To Board of Education

From Kyla Johnson-Trammell, Superintendent

Sondra Aguilera, Chief Academic Officer

Andrea Bustamante, Executive Director, Community Schools & Student Services

Department

Meeting Date February 10, 2021

Subject Amendment No. 1, Memorandum of Understanding – East Bay Asian Youth

Center – Learning Pod - Roosevelt Middle School

Ask of the Board

Approval by the Board of Education of Amendment No. 1 to Memorandum of Understanding between the District and East Bay Asian Youth Center, Oakland, CA, for the latter to provide in-person learning supports to students in grades 6-8 at Roosevelt Middle School. In-person learning supports may include support with accessing technology, facilitating access to classroom zoom sessions, motivating students to complete work, providing one-to-one mentoring or encouragement, and connecting with supplemental services if needed, at no additional cost to the District, for the period August 1, 2020 through July 31, 2021 in the unchanged not to exceed amount of \$399,538.00.

Background

Due to the COVID-19 pandemic, Alameda County schools have been closed and residents have been asked to shelter in place. While compelled to shelter in place and attend school remotely, many students and families have struggled to gain access to technology or other supports necessary to help students succeed with their academic studies.

Safely provided, in-person supports for a limited number of students can help mitigate some of the issues created through remote instruction.

Discussion

Approval by the Board of Education of Amendment No. 1 to Memorandum of Understanding between the District and East Bay Asian Youth Center, Oakland, CA, for the latter to provide in-person learning supports to students in grades 6-8 at Roosevelt Middle School. In-person learning supports may include support with accessing technology, facilitating access to classroom zoom sessions, motivating students to complete work, providing one-to-one mentoring or encouragement, and connecting with supplemental services if needed, to help increase student engagement and improve student outcomes while school campuses are largely

closed, at no additional cost to the District, for the period August 1, 2020 through July 31, 2021 in the unchanged not to exceed amount of \$399,538.00.

Fiscal Impact

Original MOU not to exceed amount of \$399,538.00. (After School Education & Safety Grant (Resource 6010) for \$249,356.00; 21st Century Community Learning Centers (Resource 4124) After School Base Grant for \$128,709.00; 21st Century Community Learning Centers (Resource 4124) Equitable Access Grant for \$21,473.00)

Attachment(s)

- Amendment No. 1, Memorandum of Understanding
- Original Memorandum of Understanding

Board Office Use: Legislative File Info.		
File ID Number	20-2452	
Introduction Date	2/10/21	
Enactment Number	21-0172	
Enactment Date	2/10/2021 If	



AMENDMENT NO. 1

to

Memorandum of Understanding

This Amendment amends the attached legal agreement ("Original Agreement") and any prior amendments ("Prior Amendments," together with Original Agreement, "(Amended) Agreement"), incorporated herein by reference, which includes the following information:

- The (Amended) Agreement is between the Oakland Unified School District ("OUSD") and the below named entity or individual ("VENDOR," together with OUSD, "PARTIES"):

East Bay Asian Youth Center, Oakland, CA

- The Parties entered into the Original Agreement on the below date: **June 24, 2020**
- The Enactment Number of the Original Agreement is below: 20-1107

The PARTIES hereby agree to amend the (Amended) Agreement as stated herein.

1. Services:	☐ The scope of work of the (Amended) Agreement is <u>unchanged</u> .
	□ The scope of work of the (Amended) Agreement
	has <u>changed</u> . If the scope of work has changed:
	Provide brief description of revised scope of work
	including measurable description of expected final
	results, such as services, materials, products, and/or
	reports; select the appropriate option below:
	⊠ Revised scope of work <u>attached</u>
	☐ VENDOR agrees to provide the following
	amended services:
	Click or tap here to enter text.

	Term (duration): changed	\boxtimes	The	term	of	the	(Ame	nded)	Ag	reement	is
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3.	Compensation:	Agr Agr has (An	The The ceme character character character The character	nt is <u>ur</u> not-to nt has inged: d) Agre ease n	exc cha The eem not-to	eed enged e no ent is o-exc e to e	<u>l</u> amour <u>l</u> . If the	nt in not-to ceed ded as ount b	the -exco amo follow y:	(Ameno eed amo unt in	ded) ount
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- 4. **COVID-19**: To the extent that the Amendment did not contain the following guarantees, by signing this Amendment, VENDOR agrees that:
 - a. Through its execution of this Amendment, VENDOR declares that it is able to meet its obligations and perform the Services required pursuant to this Amendment in accordance with any shelter-in-place (or similar) order or curfew (or similar) order ("Orders") issued by local or state authorities and with any social distancing/hygiene (or similar) requirements.
 - b. VENDOR agrees to notify OUSD within twelve (12) hours if VENDOR or any employee, subcontractor, agent, or representative of VENDOR tests positive for COVID-19, shows or reports symptoms consistent with COVID-19, or reports to VENDOR possible COVID-19 exposure.
 - c. VENDOR agrees to immediately adhere to and follow any OUSD directives regards health and safety protocols including, but not limited to, providing OUSD with information regarding possible exposure of OUSD employees to VENDOR or any employee,

- subcontractor, agent, or representative of VENDOR and information necessary to perform contact tracing.
- d. VENDOR shall bear all costs of compliance with this Paragraph.
- 5. **Remaining Provisions**: All other provisions of the (Amended) Agreement remain unchanged and in full force and effect as originally stated.
- 6. **Amendment Publicly Posted**. This Amendment, its contents, and all incorporated documents are public documents and will be made available by OUSD to the public online via the Internet.

7. Signature Authority.

- a. Each PARTY has the full power and authority to enter into and perform this Amendment, and the person(s) signing this Amendment on behalf of each PARTY has been given the proper authority and empowered to enter into this Amendment.
- b. Notwithstanding subparagraph (a), only the Superintendent, Chiefs, Deputy Chiefs, and the General Counsel has authority to sign contracts for OUSD and only under limited circumstances, which required ratification by the OUSD Governing Board. VENDOR agrees not to accept the signature of another other OUSD employee as having the proper authority and empowered to enter into this Amendment or as legally binding in any way.
- 8. Amendment Contingent on Governing Board Approval. OUSD shall not be bound by the terms of this Amendment unless and until it has been (i) formally approved by OUSD's Governing Board or (ii) validly and properly executed by the OUSD Superintendent, the General Counsel, or a Chief or Deputy Chief authorized by the Education Code or Board Policy, and no payment shall be owed or made to VENDOR absent such formal approval or valid and proper execution.

REST OF PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the PARTIES hereto agree and execute this Amendment and to be bound by its terms and conditions:

VEND	OR		- DocuSigned by:
Name: David Kakishiba	Signature:		David Kakishiba -FA553AB9F4304DD
Position: <u>Executive Director</u>		Date:	1/11/2021
By its signature, VENDOR acknowled demand compensation pursuant to this particularly OUSD, validly and properly Amendment is validly and properly exempitten communication from any individual OUSD Governing Board, the OUSD Second Counsel, stating that OUSD has a second condition on the above date.	s Amendment payees are cuting this ecuted and shall dual, other than uperintendent, contained property and pro-	orior to Amend I not re the Pl or the Co pperly	the PARTIES, Iment until this ly on verbal or resident of the DUSD General executed this
ous	SD		
Name: Shanthi Gonzales	Signature:	narl	ng"
Position: President, Board of Education Board President Superintendent Chief/Deputy Chief	Date: _2/11/202		
Name: Kyla Johnson-Trammell	Signature:		Proper
Position: Secretary, Board of Education	1	Date:	2/11/2021

Amended Scope of Work

VENDOR will provide in-person learning supports to students in grades 6-8 at Roosevelt Middle School. In-person learning supports may include (but are not limited to) support with accessing technology, facilitating access to classroom zoom sessions, motivating students to complete work, providing one-to-one mentoring or encouragement, and connecting with supplemental services if needed, and other supports as directed by OUSD.

As set forth in Paragraph 4 of this Amendment, VENDOR agrees to perform these services in accordance with any shelter-in-place (or similar) orders ("SIP orders"), and to immediately follow all OUSD directives regarding health and safety protocols. Specifically, VENDOR shall deliver services in cohorts with student:staff ratios that comply with SIP orders and OUSD directives. In addition, VENDOR shall ensure that all staff participate in wellness checks (including proof of negative COVID-19 test results) in accordance with OUSD policies and directives.

Board Office Use: Legislative File Info.			
File ID Number	20-1228		
Introduction Date	6/24/20		
Enactment Number	20-1107		
Enactment Date	6/24/2020 os		



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: East Bay Asian Youth Center Services For: Roosevelt Middle School

Action Requested and Recommendation

Approval by the Board of Education of Memorandum of Understanding between the District and East Bay Asian Youth Center, Oakland, CA, for the latter to serve as lead agency for program coordination, math intervention, homework support, student supervision and a variety of enrichment services, as described in the MOU, for Roosevelt Middle School's comprehensive After School Program, for the period of August 1, 2020 through July 31, 2021, in an amount not to exceed \$399,538.00.

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.

The general purpose of the 21st Century Community Learning Centers (21st CCLC) program is to establish or expand community learning centers that provide students with academic enrichment opportunities along with activities designed to complement the students' regular academic program. California Education Code (EC) section 8421 further defines the purpose of the 21st CCLC High School ASSETS program as (1) creating incentives for establishing locally driven after school enrichment programs that partner schools and communities to provide academic support and safe, constructive alternatives for high school pupils in the hours after the regular school day, and (2) assisting pupils in passing the high



school exit examination for public school programs.

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): <u>6010/After School Education and Safety (ASES) Grant; 4124/21st</u> Century Community Learning Centers 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 East Bay Asian Youth Center

1.	Intent. This Memorandum of Understanding ("MOU") establishes the Oakland Unified School District's
	(OOSD) Intent, contingent upon OUSD's receipt of California Department of Education and/or LLS
	Department of Education after school grant funds to contract with
	East Bay Asian Youth Center ("AGENCY") to serve as the load 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 212/Roosevelt Middle School under the following grants:
	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 <u>East Bay Asian Youth Center</u> is \$ 399,538.00 ,. 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

- \$ 399,538.00 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. **Scope of Work.** AGENCY will serve as lead agency at _____212/Roosevelt Middle School will be responsible for operations and management of the ASESP, 21st CCLC, OFCY, and private grants contracted to AGENCY by OUSD for fiscal year 2020-2021. This shall include the following required activities:
 - 5.1. Student Outcomes. AGENCY shall achieve the student outcomes as described in the grant application narrative and articulated in documents from the program evaluation team. AGENCY agrees to develop school specific outcomes, as defined in partnership with the principal. AGENCY recognizes that the principal is the chief decision maker for after school and summer programs, and ensures that school site objectives are met.
 - 5.1.1. Alignment with Single Plan for Student Achievement ("Site Plan"). AGENCY will ensure the after school program aligns with OUSD and ______212/Roosevelt Middle School and objectives to ensure the success of students as articulated in the Site Plan. AGENCY will work in partnership with the school principal to ensure that the program components are aligned with and complement OUSD standards and school site curriculum.
 - 5.1.2. Continuous Quality Improvement (CQI). AGENCY must fully engage in continuous quality improvement (CQI) processes and complete the following steps of the CQI cycle each year, and timely submit corresponding CQI deliverables to the After School Programs Office:
 - beginning of year self-assessment using YPQA/SAPQA tool

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

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

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

S	Oversight. AGENCY will provide oversight, fiscal management, payroll services, technical sistance, and facilitation of collaboration with other service providers. Agency must ensure ampliance with ASESP and 21st CCLC funding guideline requirements and follow OUSD after thool policies and procedures. This includes compliance with OUSD staffing requirements and olicies including No Child Left Behind and other legislative mandates.
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5.3					through	8th	grade	students	a
		oosevelt Mic			, to serve	sufficient	number	of stude	nte
	and run services f	or a sufficien	t number o	of days to ea	rn the full co	re grant a	llocation	of funding	g.

5.4. Program Requirements

- 5.4.1. Program Hours. The program shall be offered Monday through Friday, every regular school day annually, commencing immediately upon the conclusion of the regular school day, operating a minimum of 15 hours/week, and until 6:00 pm daily. Instructional activities must include a balance of both academic and enrichment/recreation components.
- 5.4.2. Program Days. The program shall be offered a minimum of 177 180 days during the 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 for summer shall additionally operate a sufficient number of days and hours in the summer, on weekends, and during intercession in the manner prescribed by the grant legislation and/or funder, in order to meet attendance goals required by the CA Department of Education and/or the funder.
- 5.4.3. **Program Components.** AGENCY agrees to provide programming that supports the guidelines as outlined in the ASES and 21st CCLC grants for students at 212/Roosevelt Middle School . AGENCY acknowledges and agrees to provide programming consistent with grant guidelines understanding that:
 - Educational and Literacy. An educational and literacy element that must provide tutoring and/or homework assistance designed to help students meet state standards in one or more of the following core academic subjects: reading/language arts, mathematics, history and social studies, or science. A broad range of activities may be implemented based on local student needs and interests.
 - Enrichment. The enrichment element must offer an array of additional services, programs and
 activities that reinforce and complement the school's academic program. Enrichment may
 include but is not limited to arts, youth development, leadership, recreation, sports, music,
 career awareness, college interest, service learning and other youth development activities
 based upon student needs and interests. All programs must offer both enrichment and
 recreation/physical fitness activities as core components of the after school program, and
 summer program if summer program is provided.
 - Family Literacy Services. AGENCY shall assess the need for family literacy services among adult family members of the students to be served by the program. All programs will, at a

- minimum, either refer families to existing services or coordinate with local service providers to deliver literacy and educational development services.
- Equitable Access Programming. AGENCY shall include a component for students at
 212/Roosevelt Middle School to support full access to
 program components.
- Supplemental and Summer Services. In all programs receiving 21st CCLC Supplemental grant funds or private funding for summer, AGENCY will provide educational and enrichment programming in the summer, on weekends, and/or during intercessions. A broad range of activities may be implemented based on local student needs and interests, and district guidelines for summer programming. Supplemental and summer services may be added under this MOU. If summer services will be added, a separate MOU amendment will reflect the summer scope, summer budget and any changes in location as to summer services to be provided.
- Middle School Sports League Activities.

 All programs participating in the Middle School Sports League must include those activities in their Program Planning tool and Program Schedule. Middle School Sports League activities, including but not limited to on and off site practices and games, are subject to the field trip policy high risk field trip activities requirements provided in this agreement. All sports participants and volunteers must have on file a completed Middle School Sports Release of Liability and Assumption of Risk prior to participation (attached hereto as Exhibit E (1)).
- 5.4.3.1. 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 ______212/Roosevelt Middle School
- OUSD After School Programs Office
- OUSD central administration departments
- Parents/Guardians
- Youth
- Community organizations and public agencies
- 5.10. Licenses. AGENCY shall obtain and keep in force all licenses, permits, and certificates necessary for the performance of this Agreement.
- 5.11. Loss of Standing as Qualified Organization: AGENCY shall insure MOU requirements are met. Failure to do so may result in loss of standing as a qualified organization and/or termination of partnership.
- 6. Field Trip Policy. FIELD TRIPS, OFF SITE EVENTS AND OFF SITE ACTIVITIES:

- AGENCY shall provide each Site Administrator and the OUSD After School Programs Office
 with a schedule of all after school program field trips and/or off site events and/or off site
 activities by the first day of each semester, and a schedule of all summer field trips and/or off
 site events and activities by the first day of the summer program, if AGENCY is providing
 summer services (Exhibit D)
- AGENCY hereby certifies that after school and any summer program staff and/or subcontractors will comply with the following procedures for all field trips, off site events and off site activities:
- 6.1. Licenses Permission Slips/Acknowledgement. Field trip/excursion permission slip must be signed by parent(s)/guardian(s) of all student participants and an acknowledgement must be signed by all adult chaperones both of which shall include the following information:
- 6.1.1. a full description of the trip and scheduled activities
- 6.1.2. student/adult participant health information
- 6.1.3. "Notice of Waiver of All Claims: Education Code § 35330 provides that all persons making a field trip or excursion shall be deemed to have waived all claims against any school district, charter school, or the State of California for injury, accident, illness or death occurring during or by reason of the field trip or excursion, regardless of who holds the claims. If the field trip or excursion to which this permission slip applies is out-of-state, I hereby knowingly waive all of my and my daughter's/son's/ward's claims against any school district, charter school, and/or the State of California for injury, accident, illness or death occurring during or by reason of the out-of state field trip or excursion."
- 6.2. After school and summer program staff or subcontractors leading trip must have a written list of students attending trip.
- 6.3. No student shall be prevented from making a trip due to lack of sufficient funds.
- 6.4. After school and summer program staff or subcontractors leading trip shall have a sufficient first aid kit in his or her possession or immediately available. If the trip is conducted in areas known to be infested with poisonous snakes, this first aid kit shall contain medically accepted snakebite remedies.
- 6.5. Health Conditions/Medication: Trip participant health information will be gathered and reviewed in advance of trip and any needed revisions to supervision plan made, including making sure that chaperones understand relevant information (eg food allergies). A plan will be developed to collect, secure, and dispense prescription medications from their original containers only and consistent with physician's instructions.
- 6.6. Supervision
- 6.6.1. AGENCY Executive Director must review and approve supervision plan.
- 6.6.2. Trip as structured is appropriate to age, grade level and course of study.
- 6.6.3. Chaperones are all AGENCY employees or subcontractors, parent(s)/guardian(s), or other authorized chaperones and are 21 or older. After School and Summer Program Coordinators and lead trip staff are satisfied that all chaperones are willing and able to perform required duites, including understanding and implementing instructions, understanding health information for students in their group, and responding effectively in the event of an emergency. Trip attendees shall be limited to assigned school or after school program staff, students and authorized chaperones. Guests, including but not limited to friends and other family members, are strictly prohibited absent prior written approval of the after school program coordinator or AGENCY executive director. Before the trip, after school and summer program staff leading trip shall provide any adult chaperones who may accompany the students with clear information regarding their responsibilities. Chaperones shall be assigned a prescribed group of students and shall be

- responsible for the continuous monitoring of these students' activities. Chaperones shall not consume alcoholic beverages or be under the influence of controlled substances while accompanying and supervising students on a trip.
- 6.6.4. When a trip is made to a place of business or industry, staff shall arrange for an employee of the host company to serve as conductor.
- 6.6.5. Adult:Student Ratio is at least 1:10 or higher if swimming or wading or high risk trip. If the trip involves water activities, this ratio shall be revised to ensure closer supervision of elementary grade or younger students, appropriate to their ages. The ratio of adults to students on field trips and excursions shall be reasonable under the circumstances.
- 6.6.6. Safety requirements have been met (eg: current First aid/CPR training of at least one chaperone, first aid kits, emergency contact and health info, instructions for chaperones, staff and chaperones have cell phones which are charged and available for communication).
- Transportation Requirements: The AGENCY after school and summer program staff or subcontractors shall ensure compliance with all state laws and may transport by the use of AGENCY's own equipment, contract to provide transportation or arrange transportation by the use of other equipment to enrolled after school and summer participants provided that: (A) parent/guardians' written permission has been obtained in advance; (B) After School Program Coordinator and/or Summer Program Coordinator has confirmed that: transportation arrangements are safe and appropriate; (C) all drivers have valid California driver's license; (D) all drivers have received fingerprint clearance; (E) provided that such transport is covered under driver or registered owner's personal automobile insurance or AGENCY automobile liability insurance policy for at least \$100,000 per individual and \$300,000 per occurrence for liability for bodily injury; and \$50,000 per occurrence for liability for property damage; (F) all drivers and registered owners of private or rented vehicles used shall complete and sign declaration of driver forms assuring that: (i) the driver is at least 21 years of age and holds a current valid California driver's license;(ii) the driver has not been convicted of reckless driving or driving under the influence of drugs or alcohol within the past five years; and (iii) the driver provides proof of sufficient insurance; (G) if AGENCY transports by use of an Agency owned vehicle or arranges and/or contracts with a third party to provide this transportation, the AGENCY or organization or company with whom they contract must meet or exceed the standards required of OUSD's District approved bus vendors, including but not limited to: be licensed as a transportation provider, be certified to transport students (e.g., School Pupil Activity Bus certification) and have at least \$5,000,000 Automobile liability and \$1,000,000 General Liability insurance; which has an endorsement naming OUSD and AGENCY as additional insured; (H) arrangements have been made for additional vehicle for use in event of illness or emergency; and (I) students receive instruction in safe conduct on bus or other transport; and (J) drivers shall receive safety and emergency instructions and information which shall be kept in their vehicle, including health and emergency information for each student riding in his/her vehicle.
- 6.8. AGENCY must have reasonable confirmation that all organizations involved in the trip have demonstrated expertise and exhibit reasonably safe and reputable operating procedures and business practices appropriate to student trips.
- 6.9. Vendor is licensed to provide all proposed activities.
- 6.10. All after school program student participants on field trips, off site events or activities must be covered by medical or accident insurance. (See Incident and Injury Reporting and Accident Insurance above.)
- 6.11. ADDITIONAL REQUIREMENTS FOR HIGH RISK, OVERNIGHT, OUT OF STATE TRIPS:
- 6.11.1. Definition of High Risk Activities

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

- Facility
- Program

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

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

6.12.3. Swimming Activities

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

- original, properly completed, signed and dated East Bay Regional Park District Waiver (attached as Exhibit E), executed by either the participant if he or she is 18 years of age or older, or the participant's parent or legal guardian if the participant is under 18 years of age
- 6.13.2. Should AGENCY fail to provide an original, properly completed, signed and dated East Bay Regional Park District Waiver for each trip participant as defined in Section 6.13.1 above, AGENCY agrees to hold harmless, defend and indemnify OUSD, its officers, employees, volunteers and agents from all claims and actions resulting therefrom.
- 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 \$399,538.00 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. https://www.sam.gov/

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

for the	6/25/2020
 President, Board of Education State Administrator Superintendent 	Date
If the have	6/25/2020
Secretary, Board of Education	Date
andrea Bustamante	5/27/2020
Executive Director Community Schools and Student	Date Services Dept

AGENCY David kakishiba Agency Director Signature Date

David Kakishiba Executive Director

Print Name, Title

Attachments:

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

Clifford Hong	5/27/2020	Lagoons, Shoreline Park
Principa 5DA257704CS	Date	Facilities • Exhibit E (1) Middle S
Mark Triplett	5/27/2020	 Liability and Assumption Exhibit F. Invoicing and Exhibit G. Fiscal Process Exhibit H. Certificates of
Network Superintendent	Date	 Exhibit I. Statement of C Exhibit J. Agreement
Sondra Aguilera	5/27/2020	Separate Employment by
Chief Academic Officer Continuous School Improvement	Date	Logislativa Ella IB

MOU template approved by Office of the General Counsel May 2020

ks and Lakes) and Related

- School Sports Release of of Risk
- d Staff Qualifications Form
- dures and Policies
- of Insurance
- Qualifications
- to Allow Distinct and y OUSD and AGENCY

20-1228 Legislative File ID:

Exhibit A

Attendance Reporting Schedule

After Sc	fied School District hool Programs Reporting Schedule
Wontnly 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

2000													
2020-	21 AFTER SCHOOL BUDGET PLA TARY & MIDDLE SCHOOLS 01.2020	ANN	ING SPE	READSH	EE.	Γ							
LEMEN	TARY & MIDDLE SCHOOLS 01.2020												
Site Name:	ROOSEVELT MIDDLE SCHOOL			ASES		210	CCLC Core		21CCL	C Equitable Access		OFCY Match Funds	Other Lead Agency Funds
Site #:			Resource 6010), Program 1553		Resource 421	4, Program		Resource 412	4, Program			
verage #	of students to be served daily (ADA): 297	%	OUSD	Lead Agency	%	OUSD	Lead Agency	%	OUSD	Lead Agency	%	Lead Agency	Lead Agency
	TOTAL GRANT AWARD		296,8	347.03		149,85	0.00		25,00	00.00		110,000.00	45,000.00
ENTRAL USTODI	COSTS: INDIRECT, ADMIN, EVAL, PD, AL, SUPPLIES												
	OUSD Indirect (5.00%)		14,135.57			7,135.71			1,190.48				
	OUSD ASPO admin, evaluation, and training/technical assistance costs		18,495.14			9,336.45			1,557.63				
	Custodial Staffing and Supplies at 3.5%		9,247.57			4,668.22			778.82				
	Gustourar Starring and Supplies at 3.3%		3,247.37			4,000.22			110.02				
	TOTAL SITE ALLOCATION		254,9	968.74		128,70	9.61		21,47	73.08			
ERTIFIC	ATED PERSONNEL												
1120	Quality Support Coach/Academic Liaison		2,500.00			0.00			0.00				
1120	Certificated Teacher Extended Contracts- math or ELA academic intervention (required for MS)		0.00			0.00			0.00				
1120	Certificated Teacher Extended Contracts- ELL supports												
1120	academic intervention (recommended for MS)												
A S S I E I	Total certificated ED PERSONNEL		2,500.00			0.00			0.00			0.00	0.00
2205	Site Coordinator (list here, if district employee)		0.00	0.00									0.00
2220	SSO (optional)		0.00			0.00			0.00				
			0.00										
	Total algorities		0.00	0.00		0.00	0.00		2.22	0.00		0.00	0.00
ENEFITS	Total classified		0.00	0.00		0.00	0.00		0.00	0.00		0.00	0.00
	Employee Benefits for Certificated Teachers on Extended		040 ==										
3000's	Contract (benefits at 24.5%) Employee Benefits for Classified Staff on Extra		612.50			0.00			0.00				
3000's	Time/Overtime (benefits at 28%)		0.00			0.00			0.00			\vdash	
3000's	Employee Benefits for Salaried Employees (benefits at 42%)		0.00			0.00			0.00				
3000's	Lead Agency benefits (rate: 25%)		242.52	0.00			0.00						
OKS 4	Total benefits		612.50	0.00		0.00			0.00			0.00	
	ND SUPPLIES						0.00		0.00	0.00		5.00	0.00
	ND SUPPLIES Supplies (OLISD only, except for Summer Supplemental)		2 500 00				0.00		0.00	0.00			
4310 4310	ND SUPPLIES Supplies (OUSD only, except for Summer Supplemental) Curriculum (OUSD only)		2,500.00 0.00				0.00		0.00	0.00			0.00
4310 4310	Supplies (OUSD only, except for Summer Supplemental)						0.00			0.00			0.00
4310	Supplies (OUSD only, except for Summer Supplemental) Curriculum (OUSD only) Field Trips Equipment (OUSD only)		0.00				0.00		-	0.00			0.00
4310 4310 5829	Supplies (OUSD only, except for Summer Supplemental) Curriculum (OUSD only) Field Trips		0.00				0.00			0.00			0.00 0.00 0.00
4310 4310 5829	Supplies (OUSD only, except for Summer Supplemental) Curriculum (OUSD only) Field Trips Equipment (OUSD only)		0.00 0.00 0.00	500.00									0.00 0.00 0.00 0.00
4310 4310 5829 4420	Supplies (OUSD only, except for Summer Supplemental) Curriculum (OUSD only) Field Trips Equipment (OUSD only) Bus tickets for students Professional Development for Site Staff Total books and supplies		0.00			0.00	0.00		0.00			0.00	0.00 0.00 0.00
4310 4310 5829 4420	Supplies (OUSD only, except for Summer Supplemental) Curriculum (OUSD only) Field Trips Equipment (OUSD only) Bus tickets for students Professional Development for Site Staff Total books and supplies		0.00 0.00 0.00	500.00			0.00					0.00	0.00 0.00 0.00 0.00
4310 4310 5829 4420 ONTRAC	Supplies (OUSD only, except for Summer Supplemental) Curriculum (OUSD only) Field Trips Equipment (OUSD only) Bus tickets for students Professional Development for Site Staff Total books and supplies Tield SERVICES Site Coordinator (100% FTE for 12 Months) Academic Instructors (14 Employees @ 37 weeks x 25 hours		0.00 0.00 0.00	23,250.00			0.00			0.00			0.00 0.00 0.00 0.00
4310 4310 5829 4420 DNTRAC 5825 5825	Supplies (OUSD only, except for Summer Supplemental) Curriculum (OUSD only) Field Trips Equipment (OUSD only) Bus tickets for students Professional Development for Site Staff Total books and supplies TED SERVICES Site Coordinator (100% FTE for 12 Months)		0.00 0.00 0.00	500.00			0.00					0.00	0.00 0.00 0.00 0.00
4310 4310 5829 4420 5825 5825 5825 5825	Supplies (OUSD only, except for Summer Supplemental) Curriculum (OUSD only) Field Trips Equipment (OUSD only) Bus tickets for students Professional Development for Site Staff Total books and supplies TED SERVICES Site Coordinator (100% FTE for 12 Months) Academic Instructors (14 Employees @ 37 weeks x 25 hours x 518) Enrichment Facilitators (List each staff position individually) Subcontractors (please list each specific subcontracting		0.00 0.00 0.00	23,250.00 190,918.64 0.00			0.00			0.00		0.00	0.00 0.00 0.00 0.00
4310 4310 5829 4420 ONTRAC 5825 5825 5825 5825	Supplies (OUSD only, except for Summer Supplemental) Curriculum (OUSD only) Field Trips Equipment (OUSD only) Bus tickets for students Professional Development for Site Staff Total books and supplies SIED SERVICES Site Coordinator (100% FTE for 12 Months) Academic Instructors (14 Employees @ 37 weeks x 25 hours x \$18) Enrichment Facilitators (List each staff position individually)		0.00 0.00 0.00	23,250.00 190,918.64			0.00			0.00		0.00	0.00 0.00 0.00 0.00
4310 4310 5829 4420 DNTRAC 5825 5825 5825 5825	Supplies (OUSD only, except for Summer Supplemental) Curriculum (OUSD only) Field Trips Equipment (OUSD only) Bus tickets for students Professional Development for Site Staff Total books and supplies TED SERVICES Site Coordinator (100% FTE for 12 Months) Academic Instructors (14 Employees @ 37 weeks x 25 hours x 518) Enrichment Facilitators (List each staff position individually) Subcontractors (please list each specific subcontracting		0.00 0.00 0.00	23,250.00 190,918.64 0.00			0.00			0.00		0.00	0.00 0.00 0.00 0.00
4310 4310 5829 4420 DNTRAC 5825 5825 5825 5825 5825	Supplies (OUSD only, except for Summer Supplemental) Curriculum (OUSD only) Field Trips Equipment (OUSD only) Bus tickets for students Professional Development for Site Staff Total books and supplies IED SERVICES Site Coordinator (100% FTE for 12 Months) Academic Instructors (14 Employees @ 37 weeks x 25 hours x \$18) Enrichment Facilitators (List each staff position individually) Subcontractors (please list each specific subcontracting agency) STEM instructors College/career readiness facilitator (recommended for MS)		0.00 0.00 0.00	23,250.00 190,918.64 0.00			0.00			0.00		0.00	0.00 0.00 0.00 0.00
4310 4310 5829 4420 5825 5825 5825 5825	Supplies (OUSD only, except for Summer Supplemental) Curriculum (OUSD only) Field Trips Equipment (OUSD only) Bus tickets for students Professional Development for Site Staff Total books and supplies SIED SERVICES Site Coordinator (100% FTE for 12 Months) Academic Instructors (14 Employees @ 37 weeks x 25 hours x \$18) Enrichment Facilitators (List each staff position individually) Subcontractors (please list each specific subcontracting agency) STEM instructors College/career readiness facilitator (recommended for MS) Other Staff		0.00 0.00 0.00	23,250.00 190,918.64 0.00			0.00			0.00		0.00	0.00 0.00 0.00 0.00
4310 4310 5829 4420 5825 5825 5825 5825 5825 5825	Supplies (OUSD only, except for Summer Supplemental) Curriculum (OUSD only) Field Trips Equipment (OUSD only) Bus tickets for students Professional Development for Site Staff Total books and supplies IED SERVICES Site Coordinator (100% FTE for 12 Months) Academic Instructors (14 Employees @ 37 weeks x 25 hours x \$18) Enrichment Facilitators (List each staff position individually) Subcontractors (please list each specific subcontracting agency) STEM instructors College/career readiness facilitator (recommended for MS)		0.00 0.00 0.00	23,250.00 190,918.64 0.00			0.00			0.00		0.00	0.00 0.00 0.00 0.00
4310 4310 5829 4420 DNTRAC 5825 5825 5825 5825 5825 5825 5825 582	Supplies (OUSD only, except for Summer Supplemental) Curriculum (OUSD only) Field Trips Equipment (OUSD only) Bus tickets for students Professional Development for Site Staff Total books and supplies TED SERVICES Site Coordinator (100% FTE for 12 Months) Academic Instructors (14 Employees @ 37 weeks x 25 hours x 518) Enrichment Facilitators (List each staff position individually) Subcontractors (please list each specific subcontracting agency) STEM instructors College/career readiness facilitator (recommended for MS) Other Staff Family Liaison		0.00 0.00 0.00	23,250.00 190,918.64 0.00			0.00			0.00		0.00	0.00 0.00 0.00 0.00
4310 4310 5829 4420 DNTRAC 5825 5825 5825 5825 5825 5825 5825 582	Supplies (OUSD only, except for Summer Supplemental) Curriculum (OUSD only) Field Trips Equipment (OUSD only) Bus tickets for students Professional Development for Site Staff Total books and supplies TED SERVICES Site Coordinator (100% FTE for 12 Months) Academic Instructors (14 Employees @ 37 weeks x 25 hours x 518) Enrichment Facilitators (List each staff position individually) Subcontractors (please list each specific subcontracting agency) STEM instructors College/career readiness facilitator (recommended for MS) Other Staff Family Liaison		0.00 0.00 0.00	23,250.00 190,918.64 0.00			0.00			0.00		0.00	0.00 0.00 0.00 0.00
4310 4310 5829 4420 5825 5825 5825 5825 5825 5825 5825 58	Supplies (OUSD only, except for Summer Supplemental) Curriculum (OUSD only) Field Trips Equipment (OUSD only) Bus tickets for students Professional Development for Site Staff Total books and supplies SIED SERVICES Site Coordinator (100% FTE for 12 Months) Academic Instructors (14 Employees @ 37 weeks x 25 hours x \$18) Enrichment Facilitators (List each staff position individually) Subcontractors (please list each specific subcontracting agency) STEM instructors College/career readiness facilitator (recommended for MS) Other Staff Family Liaison (recommended for 21st Century sites) Mental Health consultant (optional) Staff time to participate in Continuous Quality Improvement		2,500.00 0.00	23,250.00 190,918.64 0.00			0.00			0.00		0.00	0.00 0.00 0.00 0.00
4310 4310 5829 4420 5825 5825 5825 5825 5825 5825 5825 58	Supplies (OUSD only, except for Summer Supplemental) Curriculum (OUSD only) Field Trips Equipment (OUSD only) Bus tickets for students Professional Development for Site Staff Total books and supplies IED SERVICES Site Coordinator (100% FTE for 12 Months) Academic Instructors (14 Employees @ 37 weeks x 25 hours x \$18) Enrichment Facilitators (List each staff position individually) Subcontractors (please list each specific subcontracting agency) STEM instructors College/career readiness facilitator (recommended for MS) Other Staff Family Liaison (recommended for 21st Century sites) Mental Health consultant (optional) Staff time to participate in Continuous Quality Improvement process		2,500.00 0.00	23,250.00 190,918.64 0.00			0.00			0.00		0.00	0.00 0.00 0.00 0.00
4310 4310 5829 4420 DNITRAGE 5825 5825 5825 5825 5825 5825 5825 582	Supplies (OUSD only, except for Summer Supplemental) Curriculum (OUSD only) Field Trips Equipment (OUSD only) Bus tickets for students Professional Development for Site Staff Total books and supplies SIED SERVICES Site Coordinator (100% FTE for 12 Months) Academic Instructors (14 Employees @ 37 weeks x 25 hours x \$18) Enrichment Facilitators (List each staff position individually) Subcontractors (please list each specific subcontracting agency) STEM instructors College/career readiness facilitator (recommended for MS) Other Staff Family Liaison (recommended for 21st Century sites) Mental Health consultant (optional) Staff time to participate in Continuous Quality Improvement		2,500.00 0.00	23,250.00 190,918.64 0.00			0.00 23,250.00 70,096.75			18,906.00		0.00 46,500.00 33,388.00	0.00 0.00 0.00 0.00
4310 4310 5829 4420 ONTRAC 5825 5825 5825 5825 5825 5825	Supplies (OUSD only, except for Summer Supplemental) Curriculum (OUSD only) Field Trips Equipment (OUSD only) Bus tickets for students Professional Development for Site Staff Total books and supplies TED SERVICES Site Coordinator (100% FTE for 12 Months) Academic Instructors (14 Employees @ 37 weeks x 25 hours x \$18) Enrichment Facilitators (List each staff position individually) Subcontractors (please list each specific subcontracting agency) STEM instructors College/career readiness facilitator (recommended for MS) Other Staff Family Liaison (recommended for 21st Century sites) Mental Health consultant (optional) Staff time to participate in Continuous Quality Improvement process Program Activities (Field Trips)		2,500.00 0.00 0.00 0.00	500.00 23,250.00 190,918.64 0.00 0.00 0.00 27,600.00		0.00	0.00 23,250.00 70,096.75 27,600.00 4,185.00		0.00	0.00 18,906.00		0.00 46,500.00 33,388.00 15,674.00	0.00 0.00 0.00 0.00
4310 4310 5829 4420 	Supplies (OUSD only, except for Summer Supplemental) Curriculum (OUSD only) Field Trips Equipment (OUSD only) Bus tickets for students Professional Development for Site Staff Total books and supplies SITED SERVICES Site Coordinator (100% FTE for 12 Months) Academic Instructors (14 Employees @ 37 weeks x 25 hours x \$18) Enrichment Facilitators (List each staff position individually) Subcontractors (please list each specific subcontracting agency) STEM instructors College/career readiness facilitator (recommended for MS) Other Staff Family Liaison (recommended for 21st Century sites) Mental Health consultant (optional) Staff time to participate in Continuous Quality Improvement process Program Assistant (3 Employees @ 40 weeks 4 50 hours x \$23) Program Activities (Field Trips)		2,500.00 0.00 0.00 0.00	23,250.00 190,918.64 0.00 0.00		0.00	0.00 23,250.00 70,096.75			0.00 18.906.00		0.00 46,500.00 33,388.00	0.00 0.00 0.00 0.00
4310 4310 5829 4420 5825	Supplies (OUSD only, except for Summer Supplemental) Curriculum (OUSD only) Field Trips Equipment (OUSD only) Bus tickets for students Professional Development for Site Staff Total books and supplies TED SERVICES Site Coordinator (100% FTE for 12 Months) Academic Instructors (14 Employees @ 37 weeks x 25 hours x \$18) Enrichment Facilitators (List each staff position individually) Subcontractors (please list each specific subcontracting agency) STEM instructors College/career readiness facilitator (recommended for MS) Other Staff Family Liaison (recommended for 21st Century sites) Mental Health consultant (optional) Staff time to participate in Continuous Quality Improvement process Program Activities (Field Trips)		2,500.00 0.00 0.00 0.00	500.00 23,250.00 190,918.64 0.00 0.00 0.00 27,600.00		0.00	0.00 23,250.00 70,096.75 27,600.00 4,185.00		0.00	0.00 18,906.00		0.00 46,500.00 33,388.00 15,674.00	0.00 0.00 0.00 0.00
4310 4310 5829 4420 4420 5825	Supplies (OUSD only, except for Summer Supplemental) Curriculum (OUSD only) Field Trips Equipment (OUSD only) Bus tickets for students Professional Development for Site Staff Total books and supplies SITED SERVICES Site Coordinator (100% FTE for 12 Months) Academic Instructors (14 Employees @ 37 weeks x 25 hours x \$18) Enrichment Facilitators (List each staff position individually) Subcontractors (please list each specific subcontracting agency) STEM instructors College/career readiness facilitator (recommended for MS) Other Staff Family Liaison (recommended for 21st Century sites) Mental Health consultant (optional) Staff time to participate in Continuous Quality Improvement process Program Assistant (3 Employees @ 40 weeks 4 50 hours x \$23) Program Activities (Field Trips)		2,500.00 0.00 0.00 0.00	500.00 23,250.00 190,918.64 0.00 0.00 0.00 27,600.00		0.00	0.00 23,250.00 70,096.75 27,600.00 4,185.00		0.00	0.00 18,906.00		0.00 46,500.00 33,388.00 15,674.00	0.00 0.00 0.00 0.00
4310 4310 5829 4420 	Supplies (OUSD only, except for Summer Supplemental) Curriculum (OUSD only) Field Trips Equipment (OUSD only) Bus tickets for students Professional Development for Site Staff Total books and supplies SITED SERVICES Site Coordinator (100% FTE for 12 Months) Academic Instructors (14 Employees @ 37 weeks x 25 hours x \$18) Enrichment Facilitators (List each staff position individually) Subcontractors (please list each specific subcontracting agency) STEM instructors College/career readiness facilitator (recommended for MS) Other Staff Family Liaison (recommended for 21st Century sites) Mental Health consultant (optional) Staff time to participate in Continuous Quality Improvement process Program Assistant (3 Employees @ 40 weeks 4 50 hours x \$23) Program Activities (Field Trips)		2,500.00 0.00 0.00 0.00	500.00 23,250.00 190,918.64 0.00 0.00 0.00 27,600.00		0.00	0.00 23,250.00 70,096.75 27,600.00 4,185.00		0.00	0.00 18,906.00		0.00 46,500.00 33,388.00 15,674.00	0.00 0.00 0.00 0.00
4310 4310 5829 4420 5825	Supplies (OUSD only, except for Summer Supplemental) Curriculum (OUSD only) Field Trips Equipment (OUSD only) Bus tickets for students Professional Development for Site Staff Total books and supplies SITED SERVICES Site Coordinator (100% FTE for 12 Months) Academic Instructors (14 Employees @ 37 weeks x 25 hours x \$18) Enrichment Facilitators (List each staff position individually) Subcontractors (please list each specific subcontracting agency) STEM instructors College/career readiness facilitator (recommended for MS) Other Staff Family Liaison (recommended for 21st Century sites) Mental Health consultant (optional) Staff time to participate in Continuous Quality Improvement process Program Assistant (3 Employees @ 40 weeks 4 50 hours x \$23) Program Activities (Field Trips)		2,500.00 0.00 0.00 0.00	500.00 23,250.00 190,918.64 0.00 0.00 0.00 27,600.00		0.00	0.00 23,250.00 70,096.75 27,600.00 4,185.00		0.00	0.00 18,906.00		0.00 46,500.00 33,388.00 15,674.00	0.00 0.00 0.00 0.00
4310 4310 5829 4420 	Supplies (OUSD only, except for Summer Supplemental) Curriculum (OUSD only) Field Trips Equipment (OUSD only) Bus tickets for students Professional Development for Site Staff Total books and supplies SITED SERVICES Site Coordinator (100% FTE for 12 Months) Academic Instructors (14 Employees @ 37 weeks x 25 hours x \$18) Enrichment Facilitators (List each staff position individually) Subcontractors (please list each specific subcontracting agency) STEM instructors College/career readiness facilitator (recommended for MS) Other Staff Family Liaison (recommended for 21st Century sites) Mental Health consultant (optional) Staff time to participate in Continuous Quality Improvement process Program Assistant (3 Employees @ 40 weeks 4 50 hours x \$23) Program Activities (Field Trips)		2,500.00 0.00 0.00 0.00	500.00 23,250.00 190,918.64 0.00 0.00 0.00 27,600.00		0.00	0.00 23,250.00 70,096.75 27,600.00 4,185.00		0.00	0.00 18,906.00		0.00 46,500.00 33,388.00 15,674.00	0.00 0.00 0.00 0.00

	Lead Agency admin (4% max of total contracted \$)			7,087.60			3,577.86			596.91		14,438.00	45,000.00	
SUBTOT	ALS													
	Subtotals DIRECT SERVICE	85.00	10,051.33	242,268.64	****	2,240.75	125,131.75	***	373.83	20,876.17	###	95,562.00	0.00	
	Subtotals Admin/Indirect	15.00	37,439.45	7,087.60		18,899.64	3,577.86	***	3,153.09	596.91	###	14,438.00	45,000.00	
TOTALS														
	Total budgeted per column		47,490.79	249,356.24		21,140.39	128,709.61		3,526.92	21,473.08		110,000.00	45,000.00	
	Total BUDGETED	####	296,8	47.03	###	149,85	50.00	###	25,00	0.00	###	110,000.00	45,000.00	
	BALANCE remaining to allocate		0.	00		0.0	10		0.0	10				
	TOTAL GRANT AWARD/ALLOCATION TO SITE		296,8	47.03		149.85	0.00		25.00	0.00				
	TO THE GIVEN ANABALLO GRIDA TO SHE		230,0	41.03		149,00	00.00		25,00	0.00	1000			
ASES M	ATCH REQUIREMENT:	1000	30											
ASES red	ATCH REQUIREMENT: quires a 3:1 match for every grant award dollar													-
ASES rec awarded.	quires a 3:1 match for every grant award dollar													
ASES rec awarded. Total Mat	quires a 3:1 match for every grant award dollar		98,949.01											
ASES rec awarded. Total Mat	quires a 3:1 match for every grant award dollar		98,949.01 24,737.25											
ASES rec awarded. Total Mat Facilities	quires a 3:1 match for every grant award dollar													
ASES rec awarded. Total Mat Facilities	quires a 3:1 match for every grant award dollar ch amount required for this grant: count toward 25% of this match requirement:		24,737.25											
ASES rec awarded. Total Mat Facilities Remainin	quires a 3:1 match for every grant award dollar ch amount required for this grant: count toward 25% of this match requirement: g match amount required: ould be met by combined OFCY funds, other site		24,737.25 74,211.76											
ASES rec awarded. Total Mat Facilities Remainin Match sh funds, pri	quires a 3:1 match for every grant award dollar ch amount required for this grant: count loward 25% of this match requirement: g match amount required: ould be met by combined OFCY funds, other site vate dollars, and in-kind resources. This total equal	s:	24,737.25 74,211.76 #REF!											
ASES rec awarded. Total Mat Facilities Remainin Match sh- funds, pri	quires a 3:1 match for every grant award dollar ch amount required for this grant: count toward 25% of this match requirement: g match amount required: ould be met by combined OFCY funds, other site	s:	24,737.25 74,211.76											
ASES rec awarded. Total Mat Facilities Remainin Match sh- funds, pri	quires a 3:1 match for every grant award dollar ch amount required for this grant: count loward 25% of this match requirement: g match amount required: ould be met by combined OFCY funds, other site vate dollars, and in-kind resources. This total equal	S:	24,737.25 74,211.76 #REF!											
ASES recawarded. Total Mat Facilities Remainin Match sh funds, pri Total Mat	quires a 3:1 match for every grant award dollar ch amount required for this grant: count toward 25% of this match requirement: g match amount required: could be met by combined OFCY funds, other site vate dollars, and in-kind resources. This total equal ch amount left to meet:	5.	24,737.25 74,211.76 #REF!											
ASES recawarded. Total Matt Facilities Remainin Match sh funds, pri Total Mat	quires a 3:1 match for every grant award dollar ch amount required for this grant: count toward 25% of this match requirement: g match amount required: puld be met by combined OFCY funds, other site vate dollars, and in-kind resources. This total equal ch amount left to meet:	s:	24,737.25 74,211.76 #REF!			5/2	7/2020							
ASES recawarded. Total Mat Facilities Remainin Match sh funds, pri Total Mat	quires a 3:1 match for every grant award dollar ch amount required for this grant: count toward 25% of this match requirement: g match amount required: build be met by combined OFCY funds, other site vate dollars, and in-kind resources. This total equal ch amount left to meet:	s:	24,737.25 74,211.76 #REF!		Date:	5/27	7/2020							



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

School Site Name:	School Type (Underline below)
Roosevelt Middle School	Elementary (TK-5)
Noosevert Wildere School	Elementary/Middle (TK-8) Middle (6-8)
	High School (9-12)
	- Alternative High School
	Continuation High SchoolComprehensive High School
CDS Code: (This is a 14-digit code, search her	After-School Lead Agency:
01612596057087	EBAYC
Principal Name:	Principal Signature and date:
Clifford Hong	Clifford Hong
Lead Agency Director Name:	Lead Agency Director Signature and date:
Nhi Chau	DocuSigned by: 5/26/2020
After-School Site Coordinator Name:	After-School Site Coordinator Signature and date:
Marisela De Anda	DocuSigned by: 5/26/2020



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.

297

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: 36

*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, see attached

Please note that the grants from CDE do not increase funding for minimum days. If the school adds additional minimum days beyond the projected number above, identify school-site funds to be utilized to fund these additional hours of programs?

EBAYC has budgeted for and can absorb the cost of the 36 minimum days in the school year. However, any additional minimum day(s) that exceed the 36 minimum days are not accounted for in our budget and would need the school to assist in developing a strategy to 1) support the after school staff's increased work hours on additional minimum days (\$52.50/day/staff) or 2)agreement that program will operate until 6:00 p.m. but not at maximum capacity.



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)

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

Which grade levels will be served by this program? (List or give a range below) 6, 7, 8

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 <u>how</u> families will be notified of 2020-2021 enrollment before the last day of school.

Beginning in Spring of 2020, the after school program will hold meetings to share process for program enrollment with the entire school community. We will work with school day admin/staff to identify and target students who may need additional support from after school services. Families will be notified if their child has been accepted or waitlisted and would need to confirm acceptance by May 22, 2020.

^{**}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.

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
 - o Provides for educational access, stability, and support to promote school success
 - Needed to address the unique barriers faced by many homeless students
- 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)

There were 0 golden tickets distributed during the 2019-2020 school year.

- How will you make your program more accessible to serve the needs of Golden Ticket students/families?
 - Our program practices the strategy of always having 95% of program enrollment to ensure attendance goals are met, however we hold 5% of afterschool slots for transitional students and students with high needs to enroll throughout the remainder of the school year.
- 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?
 - Our program prioritizes the following three target populations: Students in need of academic support and intervention to improve or sustain academic performance; English Language Learners and or Newcomers; and Students from socio-economically disadvantaged families/backgrounds.

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.

The EBAYC at Roosevelt After School Program will engage all students in weekly program components such as Study Hall, Academic Time, and Building Intentional Communities. During Study Hall, all students will receive homework support. The goal is for students to work towards completing and understanding homework assignments. During this time, staff check in with students regarding any missing assignments shown in their jupiter grades log. Study Hall is four times a week for 1 hour each session. During Academic Time, all students will participate in a reading program called Reading with Relevance once a week. The goal is for students' performance to show an increase in SRI data. SRI data will be monitored in the fall, winter, and spring. SRI data will be disaggregated to monitor the specific student groups of English Learners. During BIC, all students will participate in opening and closing circles to connect the days learning to social-emotional development. BIC is integrated on a daily basis.

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>

The EBAYC at Roosevelt After School Program will continue to assist students with academic/homework assistance in core subject classes. Mentors will also be able to push-in during the school day to support students. Weekly math and reading intervention sessions will be offered to students to allow them to practice the skills necessary for core subjects. Program utilizes Teach-to-One program for math and Reading with Relevance for literacy. In addition, all students will participate in daily opening and closing circles to connect the days learning to social-emotional development.

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</u> and diversity, access and equity.)

The EBAYC at Roosevelt After School Program will offer multiple educational enrichment activities through STEM programming, Sports, Arts and Crafts, Career exploration, yearbook, and cooking. Students will be able to engage in hands-on activities from brainstorming, designing/creating pages, layouts and design of the yearbook. Students will be able to gain skills of teamwork, being a leader, and creativity



through different enrichment offerings. Enrichment classes are normally assigned once staff come on board. It is important to have enrichment classes that staff are interested in and have some type of expertise to have high quality programming.

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>.)

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

The EBAYC at Roosevelt After School Program will allow students the opportunity to participate in activities that include various sports offered such as flag football, soccer, basketball, volleyball, lacrosse and/or dance class. Program also allows and encourages staff to use indoor techniques to encourage physical activity such as stretching, exercises and quick energizers to keep students moving and active. Students will also get the opportunity to participate in physical activity through monthly student vs staff games.

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

I do not have any staff that is certified through Coaching Corps.

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

I do not have any staff that is a coach trained through OUSD Oakland Athletic League.

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?

Since my site does not have a staff trained/certified through Coaching Corps or Oakland Athletic League, I will reach out to individuals and find out how this can be done.

Family Literacy Component that includes literacy activities and other educational services

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

The EBAYC at Roosevelt After School Program conducts monthly family events to



that engage adult family members of students.

provide families an opportunity to understand what their child is learning and how their child is progressing (academically, social-emotionally, etc.). We often collaborate with the school day to host events and lend support (translation, facilitation, child care, etc.) in bridging the home and school.

- 1. Please complete and attach the program schedule for in 2020-2021 that reflects the program components identified above. See Roosevelt Schedule here
- 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)

This year, the after school program will focus on the following OUSD student learning goals;

- 1- All students build **relationships** to feel connected and engaged in learning Strategy: Through our BIC curriculum and daily opening/closing circles, all students and staff will build strong relationships which will allow for engaged learning
- **2-** All students continuously grow towards meeting or exceeding standards in **English Language Arts**Strategy: Through our academic intervention piece, all students who are struggling with content, grades, etc will get the opportunity to have one to one support by program staff. This will be taking place 4 days out of the week.
- **3** All students continuously grow towards meeting or exceeding standards in **Math**Strategy: Through our academic intervention piece, all students who are struggling with content, grades, etc will get the opportunity to have one to one support by program staff. This will be taking place 4 days out of the week.



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

PROGRAM SELF-ASSESSMENT	T 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	School administrator Classified staff Site-level/line staff Community partners
TRUTH What is currently happening in the program? Use data to identify the truth about 1-2 self-selected aspects of the program.	out The EBAYC at Roosevelt After School Program is going through some schedu		g through some schedule urvey developed for eds of our community.
The EBAYC at Roosevelt After School Program hopes that all program of mirror what the community wants/needs. As we look closely and work program in these areas as identified by students, families, parents, staff and site. The EBAYC at Roosevelt After School Program hopes that all program of mirror what the community wants/needs. As we look closely and work program improvement, there will be a student, parent and school/staff administered annually. Every year, the population of students/families is slightly changing and the needs might also need some adjusting to repopulation.		k closely and work on nt and school/staff survey students/families we serve	



support team?	However, one hope in particular that comes to mind is to be more connected with families. The parent participation and involvement during the school day and after school program is low.
CHANGE What steps will be taken to make the shifts needed to realize the HOPE identified above?	A step that will be taken to make shifts is to connect more with parents through talking points and through our jupiter ed/grades platform. All program staff will work towards building healthy relationships with families by communicating with all families at least once a week. Staff will be encouraged to send weekly messages to families regarding their child's academics, attendance, behavior, etc. With this data we went from 3 days of enrichment to 5. However another need was the opportunity to build healthier and positive relationships. With that said, we also incorporated Community Building Fridays.
CURIOSITY What deeper questions or inquiries are coming up? Something that needs more time to think about to make long-term shifts.	There are no deeper questions or inquiries that come to mind at the moment.

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
Cafeteria Gym Auditorium	300	3 - 6 pm 2 - 6 (Wed)	Blacktop	300	3pm - 6pm 2pm - 6pm (Wed)
Bathroom (bottom floor)	300	3 - 6 pm 2 - 6 (Wed)	Courtyard	100	3pm - 6pm 2pm - 6pm (Wed)
Room 122, 120, 116	60	3 - 6 pm 2 - 6 (Wed)			
Room 114, 111, 110	60	3 - 6 pm 2 - 6 (Wed)			
Room 109, 106, 105	60	3 - 6 pm 2 - 6 (Wed)			
Room 104, 103, 103A	60	3 - 6 pm 2 - 6 (Wed)			

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 Celebration and Showcase	Potential Date	12/18/20	Number of Students	300 students and families	Hours of Use/Room Numbers	5:30pm to 7pm in Auditorium
Name of Event	End of the Year Celebration and Showcase	Potential Date	5/21/21	Number of Students	300 students and families	Hours of Use/Room Numbers	5:30pm to 7pm in Auditorium
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 x 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 will not turn away any eligible student from program participation due to the inability to pay program fees. We understand that the California Education Code prohibits program fees from being a barrier to program participation	
		Our program will communicate in writing and verbally to parents/guardians that an eligible child will not be turned away from program participation due to 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 program fee structure 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 homeless youth , as defined by the federal McKinney-Vento Homeless Assistance Act (42 U.S.C. Section 1143.a), or for a child who the program knows is in foster care .	
		Our program will provide receipts to parents/guardians for each payment made.	
		The lead agency will manage funds raised by program fees according to standard accounting practices and will provide quarterly Income Statements to the Principal and OUSD Expanded Learning Office detailing amount collected from program fees and expenditures. 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.	



SECTION 7b: PROGRAM FEES (Contin	SECTION 7b: PROGRAM FEES (Continued)		
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	of the program fee materials/process (i.e. parent letters, parent a/minutes?		



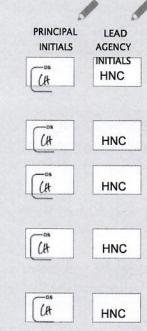
OUSD EXPANDED LEARNING PROGRAMS Partner Assurances & Agreements 2020–2021

School Site Roosevelt Middle School	
Lead Agency East Bay Asian Youth Centert	Date 05//06/2020
Name of After School Program	After School Site Coordinator Name (if known at this time): Mariasela de Anda
Principal Signature	Lead Agency Signature Docusigned by:
Cufford Hong 4BDB5DA257704C5	327B5A2F60A54AE

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 CADept. of Education's ASES and/or 21st CCLC Grant Assurances
 , and 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	AGENCY
6	School will share student outcome data to better refine program (Attendance data,	CA	HNC
	test scores, Report Cards, IEP's, etc). Site Coordinator will share relevant student and program data with school.		
7.	Site Administrator and lead agency partner have reviewed the Quality Support Coach key responsibilities , and understand this role is critical for strengthening staff practices and program quality. Site Administrator will identify and recruit a certificated, qualified individual to serve as the After-School Quality Support Coach .	CA	HNC
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.	CA	HNC
9.	Site will invite Site Coordinator to participate on school committees (ie. SSC, COST, SST, Culture Climate team, SPSA planning team, etc) to ensure coordination of services.	Cat	HNC
10	D. 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.	CA	HNC
1	Leadagencywill registerwith/update OUSD provider database. In order to maintain accurate, up-to-date information on the services provided, the Lead Agency shall register in OUSD's provider database, update schools of operation prior to commencing services for school year 2019 – 20, and update during the current school year if schools of operation change.	CA	HNC
12	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.).	CA	HNC
13	B. 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).	CA	HNC
•	Occusioned by: Clifford Hong	d	,
	PRINCIPAL SIGNATURE LEAD AGENCY SIGNA	ATURE	

After School Safety and Emergency Planning

1.	The 2020–2021 Comprehensive School Site Safety Plan includes the After School Emergency Plan The Site Administrator and After School Program (ASP) Site Coordinator will update the After-School
	Emergency Plan annually by discussing and aligning plans and procedures for after school and school day
	safety, including emergency preparedness and crisis response. Indicate all actions that will occur to
	ensure after school program safety and alignment with school day procedures for emergency
	preparedness and emergency response: ✓ Site Administrator and ASP Site Coordinator will meet at beginning of school year to update After School
	Emergency Plan collaboratively.
	Site will share Comprehensive School Site Safety Plan with after school partner.
	School day and after school programs will coordinate emergency drill schedules & procedures (ie.
	earthquake, fire, and lockdown drills).
	After School staff will participate in site-level faculty safety trainings.
	School will provide after school staff with access to disaster supplies and other resources in case there is an emergency after school.
	Site Administrator and ASP Site Coordinator will meet regularly to review after school incidences and
	update safety plans as needed.
	The completed After School Emergency Plan (ASEP) will be submitted to Expanded Learning Programs
	Office by 10/1/20.
	Other. SPECIFY:
2.	List the training and resources the school will provide after school staff on safety procedures, including lockdown procedures and communication protocols for crisis response.
2	Principal and Site Coordinator have reviewed the OUSD After School Emergency/Crisis 1st Level
J.	Response Notification Protocol and understand expectations regarding communication and incident reporting when an issue involving after school safety occurs.
.	ailita. Mara
	acility Keys
	s critical that the After-School Site Coordinator has access to facility keys in order to ensure safety after hool should a lockdown or lockout be needed. Will the After-School Program have access to facility keys for
	areas where after school programming occurs? Yes No
lf r	no, indicate how the school campus will be secured if crisis should occur during after school hours and if
	ckdown is necessary:
	<u> </u>

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: LEAD AGENCY SIGNATURE S2785A2F60A5AAE. 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. <u>Frequently Ask Questions (FAQ)</u>.
- 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.

Docusigned by:

Liffer L House
RRINGPAL SIGNATURE

LEAD AGENCY SIGNATURE

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

School Site	XXECHOGXEDGENZEX IV/KOKHGXSSCHOKOLX	Roosevelt Middle School	M.
Lead Agency	East Bay Asian Youth Center		

Middle School Athletics

Sports are an exciting way to keep students engaged in school, and to support health & wellness and community building. OUSD encourages after school programs to participate in the OUSD middle school sports league, which consists of after school sports practices and games on the weekend. Lead agency staff, teachers on extended contract, and/or classified staff on extra time/overtime can serve as coaches for middle school athletics. Sites will allocate \$2,500 to implement a comprehensive after-school sports program. These funds will be used to purchase sports equipment and supplies. All supplies purchased with after-school funds will remain on site and in the after-school office and can only be used for after-school programs sports.

Below are all the middle school sports activities that the after-school program will be offering students this year in partnership with the Oakland Athletic League.

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

Girls Soccer
Boys Soccer

bys Soccer

Girls Track and FieldBoys Track and Field

★ Girls Volleyball

✓ I understand that my middle school sports activities will be listed on my 2020–2021 program schedule.

I understand I will submit a Schedule of Field Trips and Off-Campus Activities form each semester, listing my program's after school athletic games and practices.

I understand that all students participating in middle school sports will complete an OUSD Release of Liability and Assumption of Risk form for Middle School Sports League Activities.

I understand that individuals providing coaching for middle school sports will need to go through the OUSD coaches hiring process.

Docusigned by:

(Lifford Hong
PRINCIPALISMENTURES

■ Boys Volleyball

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.
Describe your planned programming 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 (JULY 1, 2020-JUNE 30, 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

21st Century and ASSETs Equitable Access

Equitable Access

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

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

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

How will your 21st CCLC/ASSETs program suppor	
population(s) of students in your program will rece	eive extra support through the Equitable Access ed use of Equitable Access funds. Your plans must align
with your Equitable Access budget.	ed use of Equitable Access funds. Your plans must dright
PRINCIPAL SIGNATURE	LEAD AGENCY SIGNATURE

Program Schedule Decription	Jedule [Decription			
				Which required CDE component does this activity meet?	Explain how the activity is meeting CDE requirements. How are you ensuring it is high-quality?
Items Program Title		Description	Staff	Use drop down menu	
Supper		We will designate a place for students to sign into program. We will ensure all students have access to eat supper. We will ensure students clean up after themselves and remain seated in their area.	۷II	N/A	This program component/activity is meeting CDC requirements because it aligns with one or more of the 12 quality standards. We will ensure that it is high quality through weekly observations of all program offerings and check-ins with all staff.
Enrichment	<u> </u>	We will engage students in learning through hands-on inclusive activities. We will allow students to focus and express their creativity to have fun. We will become proficient in creating lesson plans.	All	This program compone requirements because quality standards. We very through weekly observeducational Enrichment/Phys check-ins with all staff.	This program component/activity is meeting CDC requirements because it aligns with one or more of the 12 quality standards. We will ensure that it is high quality through weekly observations of all program offerings and check-ins with all staff.
	> = > = > >	We will try our best to help every student complete their homework. We will try our best to make sure students utilize homework time to finish current and late homework. We will reinforce TTO and/or reading once HW is done. We will award instant incentives such as "EBAYC Bucks"			This program component/activity is meeting CDC requirements because it aligns with one or more of the 12 quality standards. We will ensure that it is high quality through weekly observations of all program offerings and check-ins with all staff.
Study Hall	Ę	for students who finish homework or show improvement.	All	Educational and Literacy Con	
Academics	> > > \(\tilde{	We can practice engaged reading. We can practice writing. We can create art activities stemmed from books that the students have read.	ΙΡ	This program compone requirements because quality standards. We through weekly observ Educational and Literacy Con check-ins with all staff.	This program component/activity is meeting CDC requirements because it aligns with one or more of the 12 quality standards. We will ensure that it is high quality through weekly observations of all program offerings and check-ins with all staff.
Community Building (by class)		Staff can use activities to create community inclusiveness. Staff can use activities to create classroom agreements. Staff can use activities to create a sense of belonging and to solve common issues amongst.	I V	This program compone requirements because i quality standards. We v through weekly observa Educational Enrichment/Phys check-ins with all staff.	This program component/activity is meeting CDC requirements because it aligns with one or more of the 12 quality standards. We will ensure that it is high quality through weekly observations of all program offerings and check-ins with all staff.
Program Wide Community Building		Staff can use activities to create community inclusiveness. Staff can use activities to create classroom agreements. Staff can use activities to create a sense of belonging and to solve common issues amongst.	All	This program compone requirements because quality standards. We very through weekly observed through weekly observed through with all staff.	This program component/activity is meeting CDC requirements because it aligns with one or more of the 12 quality standards. We will ensure that it is high quality through weekly observations of all program offerings and check-ins with all staff.
Transitioning		We will provide a space for students to take a break, prepare and get ready for academic time. We will provide a space for students to self care.	All	N/A	This program component/activity is meeting CDC requirements because it aligns with one or more of the 12 quality standards. We will ensure that it is high quality through weekly observations of all program offerings and check-ins with all staff.
Dismissal	> >	We will designate a place for students to sign out of program We will provide a safe space for students to be picked up	۷II	N/A	This program component/activity is meeting CDC requirements because it aligns with one or more of the 12 quality standards. We will ensure that it is high quality through weekly observations of all program offerings and check-ins with all staff.

2020-2021 After School Program Schedule	gram Schedule			*ADD description and ex	*ADD description and explaination of CDE requirements, etc. on the other tab.	her tab.
School Site: Roosevelt Middle School	lle School			•		
Lead Agency: EBAYC						
Name of Program: EBAYC @ Roosevelt	Roosevelt					
School Day End Time on Regu	School Day End Time on Regular Days (according to Bell Schedule): 3:16pm	chedule): 3:16pm				
School Day End Time on Min.	School Day End Time on Minimum Days (according to Bell Schedule): 1.52pm	Schedule): 1:52pm				
Monday	Tuesday	Wednesday	Thursday	Friday		
3:16 - 3:45	3:16 - 3:45	1:52 - 2:30	3:16 - 3:45	3:16 - 3:45		
Sign-in/Supper	Sign-in/Supper	Sign-in/Supper	Sign-in/Supper	Sign-in/Supper		
1	0000		007	3:45 to 4:30		
3:45 to 4:30	3:45 to 4:30	2:30 to 3:30	3:45 to 4:30	Community Building		
		EIIIICIIIII		(by class)		
4:30 - 4:45 Toolision	4:30 - 4:45	3:30 - 3:45 Tanaities	4:30 - 4:45 Turnini	4:30 - 4:45 Tablities		
Iransition	Iransition	ıransıtıon	Iransition	Iransition		
4:45 - 5:45	4:45 - 5:45		4:45 - 5:45	4:45 - 5:45		
Study Hall	Study Hall	3:45 - 4:45	Study Hall	Program Wide		
(HW and TTO)	(HW and TTO)	Academics	(HW and TTO)	Community Building		
5:45 - 6:00	5:45 - 6:00	4:45 - 5:45	5:45 - 6:00	5:45 - 6:00		
Transition for	Transition for	Study Hall	Transition for	Transition for		
Dismissal	Dismissal	(HW and TTO)	Dismissal	Dismissal		
		5:45 - 6:00				
6:00 - 6:16	6:00 - 6:16	Transition for	6:00 - 6:16	6:00 - 6:15		
Dismissal	Dismissal	Dismissal	Dismissal	Dismissal		
Program Closure	Program Closure	91:9 - 0:9	Program Closure	Program Closure		
6:16	6:16	Dismissal	6:16	6:16		
		Program Closure				
		6:16				

Roosevelt Middle School Bell Schedule 2020-2021

Advisory Day (M/F)

Period	Time
Block 1 (77 min)	8:30 - 9:47
Advisory (40 min)	9:51 - 10:31
Block 2 (77 min)	10:35 - 11:52
Lunch (42 min)	11:52 - 12:34
Block 3 (77 min)	12:38 - 1:55
Block 4 (77 min)	1:59 - 3:16

Regular Day (T/Th)

•	
Period	Time
Block 1 (88 min)	8:30 - 9:58
Block 2 (88 min)	10:02 - 11:30
Lunch (42 min)	11:30 - 12:12
Block 3 (88 min)	12:16 - 1:44
Block 4 (88 min)	1:48 - 3:16

Minimum Day (W)

Period	Time
Block 1 (67 min)	8:30 - 9:37
Block 2 (67 min)	9:41 - 10:48
Block 3 (67 min)	10:52 - 11:59
Lunch (42 min)	11:59 - 12:41
Block 4 (67 min)	12:45 - 1:52

20-21 EBAYC at Roosevelt Middle School Enrollment Process & Timeline

Timeline	After School Enrollment Steps/Process
May 2020	Program enrollment announcement
May 2020	Release of applications
May 2020 to June 12	Window for applications to be accepted
June 22, 2020	Families notified of program enrollment
July 10, 2020	Families confirm acceptance and submit intake package
August 3, 2020	New school year enrollment for remaining slots
August 10, 2020	First day of program
August 19, 2020	Program orientation for parents/guardians
September 30, 2020	Remaining program slots filled *except slots for transitional students (homeless, foster, new comers)
Aug 2020 - May 2021	Waitlist maintained

Target Population(s)	Specific Data to Inform Selection of Program Participants
Students in need of academic support and intervention to improve or sustain academic performance	Staff referral/recommendation
English Language Learners and/or New Comers	Academic performance data (i.e. SRI, ELPAC)
Students from socio-economically disadvantaged families/backgrounds	FRL data and data from COST or SST

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 parti School Program.	cipate in the 2020-21 _			
Name of School:				
Student's Name			Grade	Date of Birth
Parent/Guardian Name (Please print	Signature		To	day's Date
Home Address	City		Zip	
Home Phone	Work Phone	Cell Phone	e	
EMERGENCY CONTACT INFO in case of emergency, please contact:	Relationship		Phone: woi	rk/home/cell
lame	Relationship		Phone: wor	·k/home/cell
oes your child have health coverage?	YesYes	No		
ame of Medical Insurance	Policy/ Insurance #	Primary	/ Insured's I	Name
mail	Email	-		
authorize After-School Program Staff ecessary for my child during the Afte	to furnish and/or obtain r-School Program.	emergency m	edical treat	ment which may b
arent/Guardian Name	Signature			Date

RELEASE OF LIABILITY I understand the nature of the After-School program and that participation is voluntary. I understand that the Oakland Unified School District is not responsible for loss, damage, illness, or injury to person or property as a result of participation in the After-School program. I hereby release and discharge the Oakland Unified School District and its officers, employees, agents, and volunteers from any and all claims for injury, illness, death, loss or damage as a result of participation in the After-School program. Parent/Guardian Signature Date AFTER-SCHOOLPROGRAM ATTENDANCE POLICIES I understand that my child is expected to participate fully in the After-School program: Elementary School students are expected to participate in the After-School program every day until 6pm, for a total of 15 hours per week. Middle School students who participate in the After-School program at least 3 days per week until 6pm, for a minimum total of 9 hours per week will be given priority for enrollment. I understand that eligible students who are able to fulfill these attendance requirements have priority for enrollment and that if my child cannot fully participate, my child may lose his/her spot in the program. I understand that my child (in 2nd grade or higher) must sign in to program daily and my child (applicable to high school students) or his/her parent/guardian must sign out of program daily.

STUDENT RELEASE/ PICK UP POLICY

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

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

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

PERMISSION TO EVALUATE PROGRAMS AND TRACK STUDENT PROGRESS For the 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 o	:hild's atte	ndance in the Af	ter-School Proc	gram c/ho m			nes and an experience of the contract of the c
photographe	d or video	ndance in the Af	ter seriour Prog	grain, syne m	iay participat	e in an activity	y that is being
priotographic	u oi video	taped; these pho	otographs/video	o recordings i	may be used	for promotion	nal purposes
NA la ! la l							Par Poscs.

My child _____may ____may not be photographed/videotaped by the After-School program for promotional purposes.

I authorize the OUSD or any third party it has approved to photograph or videotape my child during After-School program activities and to edit or use any photographs or recordings at the sole discretion of OUSD. I understand that I and my child shall have no legal right or interest arising from the recording, including economic interest. I also agree to release and hold harmless the OUSD and any third party it has approved from and against all claims, demands, damages, and liabilities arising out of or use of the recording.

√	
Parent/Guardian Signature	Date

SPECIAL NOTE REGARDING PROGRAM FEES

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

EARLY RELEASE WAIVER (OPTIONAL)

ELEMENTARY AND MIDDLE SCHOOL STUDENTS

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

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

Progr	on the OUSD Early Release Policy, families can request Early Release of their child from the After-School ram for any of the following reasons:
	Parallel Program
	Family Emergency
	Personal Family Circumstance
	Medical appointment
	Transportation
	Community safety
	Child accident
	Other conditions, as deemed appropriate
Schoo	ol Site:
	of Program:
	of Student:
Grade	
l reque (Please	est early release of my child from the After-School Program at o'clock p.m. e check reason)
	I am concerned for my child's safety in returning home by him/herself after dark.
	I am unavailable to pick my child up after this time.
	Other:
I hereb from al Program	by release and discharge the Oakland Unified School District and its officers, employees, agents and volunteers II claims for injury, illness, death, loss or damage arising from my child's early release from the After-School m.
	Parent/Guardian Signature Date

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

FOR STUDENTS AGES 12 AND OLDER ONLY

School Site:		
Name of Program:	Name of Student:	
Grade:		
Date of Birth of Student:		
If I arrive, later than the dismissal tin	me or am unable to pick up my child at th	ne end of the After-School Program:
☐ I give the After-School Prograsupervision.	ram staff permission to release my child t	from the After-School Program without
nom an claims for injury, limess, dear	Pakland Unified School District and its off oth, loss or damage arising from the relea on unable to pick up my child at the end o	icers, employees, agents, and volunteers use of my child without supervision if I of the After-School Program day.
✓		
Parent/Guardian/Caretaker S	Signature Date	

After-School Programs, 2020-21

AFTER-SCHOOLPROGRAM NA	ME:
SCHOOL SITE:	
STUDENT HEALTH FOR STUDENT INFORMATION Student's Name	RM
Grade in 2020-21	Language spoken in the home
PARENT/GUARDIAN INFORMATION Parent/Guardian Name (First, Last)	
Student's Home Address	
Phone (home)	
Parent/Guardian Cell #	_ Parent/Guardian Work #
Name of Child's Doctor	Telephone
EMERGENCY In case of emergency, please contact:	
Name:	Relationship to student:
Phone Number:	
HEALTH .	ese Health Conditions and requires management after school:
TEALTH CONDITION	MEDICATION
Severe Allergy to:	☐ Student has EpiPen® at school
□ Astnma	□ Student has inhaler at school
□ Diabetes □ Seizures	☐ Student has medication at school
100 SERVICE NO. 100 CHOOL SERVICE SERV	☐ Student has medication at school
□ Sickle Cell Anemia □ Cystic Fibrosis	☐ Student has medication at school
	☐ Student has medication at school
Other conditions:	☐ Student has medication at school
Medical History that may be of impor	tance
	day:

SPECIAL INSTRUCTIONS

All students with asthma, diabetes, and severe allergies should have emergency medication available to After-School Program staff in the event of an asthma attack, low blood sugar, or allergic reaction along with a medical management plan (Diabetes, Severe Allergy, or Asthma Action Plan) signed by you and your doctor. The After-School Program will need to have medication for your child that is separate from the medication you provide the regular school day program.

See your School Nurse/Health Services for more information.

AUTHORIZATION TO TREAT MINOR

I give permission for the After-School Program staff to administer medication that my child may require during the After-School Program.

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

Date:	Parent/Guardian Signature:
Print Name:	
Does your child have vision problem	ns?
Have you ever been notified that yo	our child has difficulty seeing?
ls your child supposed to wear glass	es?

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).

Site Name	Land than the state of the land	
	Lead Agency Name	
Name of Contact Person	Email	
Telephone	Fax	
	Events and Off Site Activities for	the After School
☐ Fall Semester- August 10, 2☐ Spring Semester- January (☐ Summer Program (Specify d	6 2021 to May 15 2021)
Name of Field Trip, Off Site Ever and/or Off Site Activities		Time(s)
4		
te Coordinator Signature	Date_	
ead Agency Director 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 Use

Rev. 3/09

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

("OUSD"),employees or described bel 1. I am f and m or equivalent coache Sports reason progra activity responsion of the (include schedulent).	familiar with the Middle School Sports League Activities and facility rules and agree that I by child will follow them. I understand that the recreational activities or use of the facilities are so of the carries inherent risks which cannot be eliminated regardless of the presence of the solution of the care taken to avoid injury. I understand that, in the event that a Middle School school site is closed for any emergency reason (including but not limited to the school site is closed for any emergency reason (including but not limited to the school school school sports League shall provide physical sequence of the school site, and that this remote physical sequence inherent risks. I understand that OUSD and are not satisfied for loss, damage, illness, or injury, or death, to person or property as a result of use facilities or equipment or participation in the Middle School Sports League activities ling remote physical activity) offered after school and on designated weekend days as used.
or equicoache Sports reason progra activity respon of the (include schedu	ipment carries inherent risks which cannot be eliminated regardless of the presence of es or other care taken to avoid injury. I understand that, in the event that a Middle School steague school site is closed for any emergency reason (including but not limited to as related to COVID-19), the Middle School Sports League shall provide physical imming remotely, rather than in-person at the school site, and that this remote physical y likewise carries inherent risks. I understand that OUSD and are not asible for loss, damage, illness, or injury, or death, to person or property as a result of use facilities or equipment or participation in the Middle School Sports League activities ling remote physical activity) offered after school and on designated weekend days as used.
2 10 225	
otherw Sports necess parent/	ent/guardian, I certify that my child is physically fit and medically able to participate in ddle School Sports League activities and that parent/guardians have not been advised rise by a qualified medical person. I authorize OUSD,, or Middle School League staff to furnish and/or obtain emergency medical treatment which may be ary for me or my child during Middle School Sports League activities. Participant and/or guardian agree to pay all costs associated with medical care and transportation for the pant as provided by law.
after so underst childrer	ent/guardian, I have reviewed the schedule(s) for Middle School Sports League activities derstand that weather permitting the Middle School Sports League activities generally run chool and on designated weekend days of each month as scheduled. Parent/Guardians tand that they are responsible for transporting their child/children and picking up their promptly at the end of the program and that there is no OUSD orsion for children after the Middle School Sports League program ends.
	as an adult participant, or the Parent/Guardian of a minor participant, to grant the right mission to photograph and/or record me or my child/ward in connection with Middle Sports League and to use the photograph and/or recording for all purposes.
By signing this nurt or propert physical activit against OUSD,	document (Release of Liability and Assumption of Risk), I understand that if anyone is by damaged in connection with Middle School Sports League activities (including remote by), I may be found to have waived my or my child/ward's right to maintain a lawsuit, or their respective agents, directors, and employees and I am osing to participate.
SIGNATURE _	or Parent/Legal Guardian if under age of 18)

Participant	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 (Participant or Parent/Legal Guardian if under age of 18) Today's Date **Student Participant Health Conditions** ☐ Severe Allergy to: ☐ Student has an Epi-pen at school ☐ Asthma ☐ Student has an inhaler at school $\ \square$ Diabetes $\ \square$ 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) After School MOU for Elementary and Middle Schools, 2020-2021, page 32 of 40 Rev. 2/12 /2020

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.
- ATI#. This is the fingerprint clearance number assigned by the Department of Justice. 2.
- Current TB Clearance. Current means within the last 4 years. This documentation should be maintained in Lead Agency files and copies must be upload
- 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 21_{st} Century and/or ASES invoices must be submitted to the OUSD After School Programs Office in order to be processed and paid. We are located at 1000 Broadway, Suite 150.
- ◆ All invoices must be generated on your organization's letterhead. This applies to both agency and individual contractors.
- ◆ To maintain invoicing consistency so that all necessary information is included, please use the attached invoicing format. Simply cut and paste the format onto your organization's letterhead. Please utilize the sample invoice as a guide. All of the information in the top section of the invoice template MUST be completed in order to process for payment. Also, in the body of the template, a detailed breakdown of charges must be provided, including number of hours worked and hourly rate. Failure to fully complete an invoice according to these specifications may result in a delay of payment.
- ◆ All invoices should cover only one calendar month, i.e. the 1st through the 30th or 31st.
- Contractor, Agency, Site Coordinator, and Principal signatures must be secured prior to submission of invoices to the After School Programs Office. All of these signatures must be originals.
- ◆ Invoices for the month are generally due in the After School Programs Office by 5:00 p.m. on the 10th of the following month. This is not a steadfast rule; for example, the invoice for November 1-30th is due in our office on the 9th of December (the 10th is a Saturday). Invoices that are submitted after the due dates listed below will be processed the following monthly invoicing period.

The tentative schedule for OUSD payments is anticipated as follows:

Invoices due to our office by 5:00 pm on:	
August 10, 2020	Accounts Payable checks to be mailed on: August 25, 2020
September 8, 2020	
October 9, 2020	September 22, 2020
November 9, 2020	October 23, 2020
December 8, 2020	November 20, 2020
January 11, 2021	December 21, 2020
February 9, 2021	January 25, 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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

March 21, 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 be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the

certificate holder in field of such endorsement(s).				
PRODUCER License 0757776	CONTACT George Yin			
HUB International Insurance Service Inc	PHONE 925-415-1125 (AIC, No. Ext):	FAX (A/C, No): 925-905-4213		
3000 Executive Parkway Ste 300	E-MAIL ADDRESS: George Yln@bublioternational.com			
San Ramon, Ca., 94583	PRODUCER CUSTOMER ID #:			
	INSURER(S) AFFORDING COVERAGE	NAIC#		
INSURED	INSURER A: Non-Profit Insurance Alliance of Califo	rnia		
East Bay Asian Youth Center	INSURER B: Oak River Insurance Company	34630		
2025 E 12th St	INSURER C: Scottsdale Indemnity Company	15580		
0.44 1.04 04000	INSURER D:			
Oakland, CA., 94606	INSURER E:			
	INSURER F:			
COVERAGES CERTIFICATE NUMBER:	REVISION NUM	IBER:		
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTER-R	RELOW HAVE BEEN ISSUED TO THE INSURED MAKED ABOV	E EOD THE DOLLOW DEDIOD		

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

ADDL SUBR POLICY EFF POLICY EXP (MM/DD/YYYY) (MM/DD/YYYY) TYPE OF INSURANCE LIMITS **POLICY NUMBER** GENERAL LIABILITY EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) COMMERCIAL GENERAL LIABILITY \$ 1,000,000 Α CLAIMS-MADE X OCCUR MED EXP (Any one person) 10,000 201955188 06/01/2019 06/01/2020 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: PRODUCTS - COMP/OP AGG \$ 2,000,000 X POLICY AUTOMOBILE LIABILITY COMBINED SINGLE LIMIT \$ 1,000,000 (Ea accident) ANY AUTO BODILY INJURY (Per person) ALL OWNED AUTOS BODILY INJURY (Per accident) \$ SCHEDULED AUTOS PROPERTY DAMAGE 201955188 06/01/2019 06/01/2020 х HIRED AUTOS (Per accident) NON-OWNED AUTOS UMBRELLA LIAB OCCUR EACH OCCURRENCE \$ 1,000,000 **EXCESS LIAB** CLAIMS-MADE AGGREGATE 201955188 06/01/2019 06/01/2020 DEDUCTIBLE RETENTION \$ 10,000 WORKERS COMPENSATION X TORY LIMITS AND EMPLOYERS' LIABILITY
ANY PROPRIETOR/PARTNER/EXECUTIVE
OFFICER/MEMBER EXCLUDED?
(Mandatory in NH) E.L. EACH ACCIDENT \$ 1,000,000 EAWC90930 06/01/2019 06/01/2020 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 If yes, describe under DESCRIPTION OF OPERATIONS below E.L. DISEASE - POLICY LIMIT | \$ 1,000,000 **Directors & Officers** EK13254785 05/14/2019 05/14/2020 Ret: 0 each claim 1,000,000 C Employment PRactices | EK13254785 | 05/14/2019 | 05/14/2020 | Retention \$7,500 |
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Nonprofits Insurance Alliance of California Policy #2019-55188 Effective Dates 6/1/2019 to 6/1/2020 | Crime policy 2019-55188 Eff 6/1/2019 to 6/1/2020 | Limit \$5,000 | Deductible \$500 |
Sexual Abuse or Molestation-\$1,000,000 each Claim/\$2,000,000 Aggregate 000.00

Oakland Unified School District is named as additional insured as per CG2026 04 13 attached

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

p 1988-2969 ACORD CORPORATION. All rights reserved.

POLICY NUMBER: Named Insured:

20191855188

East Bay Asian Youth Center

COMMERCIAL GENERAL LIABILITY

CG 20 26 04 13

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

Oakland Unified School District Attention: Risk Management 1000 Broadway Ste 440 Oakland, Ca,, 94607

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

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

However:

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

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

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

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

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

Exhibit I

Statement of Qualifications

INSERT HERE



East Bay Asian Youth Center

Statement of Qualification

EBAYC is a non-profit youth development organization dedicated to supporting young people to be safe, smart, and socially responsible. All of our work is intentionally focused on helping young people develop the relationships, knowledge, skills, values, and aspirations they need to succeed in life. Our work with young people is long-term commitment. We provide young people a neighborhood-based continuum of supports and opportunities from elementary school through young adulthood.

EBAYC served over 3,000 youth each year through our Expanded Learning programs and intensive case management services. EBAYC program strategies resulted in higher school attendance rate and lower school suspension rate. Over the course of four decades, EBAYC consistently demonstrates high standards of program quality and performance as indicated by city, county, and school district evaluation.

Our Mission

EBAYC builds supportive relationships with young people to empower them to be safe, smart, and socially responsible.

Our Vision

EBAYC envisions young people growing to be life-long builder of a just and compassionate multi-cultural society.

Our Theory of Change

If EBAYC Provides intensive support to hard-to-reach young people most impacted by poverty, violence, and trauma; Organizes families to increase public investments to improve young's people's lives; Transform schools into neighborhood based youth and family services centers; Then EBAYC would advance its mission.

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

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

1. Employment Position. OUSD shall provide Employee with a written document describing the position that Employee shall perform for OUSD. AGENCY shall provide Employee with a written document describing the position that Employee shall perform for AGENCY. None of the duties performed for either employer shall interfere or conflict with their responsibilities for the other employer.

2. Hours of Work. OUSD shall inform Employee of the hours of work for the OUSD employment position. AGENCY shall inform Employee of the hours of work for the AGENCY position. None of the work hours shall be overlapping. Employee shall not work any hours beyond the regular working hours for either OUSD or AGENCY unless express written approval is given by the Employer for whom the extra hours are being worked.

3. Control & Supervision - OUSD Employment. During the employment position and working hours performed for OUSD, EMPLOYEE will devote their full services to OUSD and shall not engage in any work that conflicts with or compromises EMPLOYEE's best efforts to OUSD. EMPLOYEE shall be supervised by designated OUSD personnel and OUSD will provide the information, tools, and equipment necessary for such employment. OUSD shall control all aspects of the employment relationship for the work performed for OUSD. EMPLOYEE shall not use the information, tools, or equipment of OUSD in performing the work for AGENCY, without OUSD's express permission. All work product of the EMPLOYEE shall belong to the employer for whom the services were being provided at the time the work was created. AGENCY shall not have any control or supervision over EMPLOYEE during the EMPLOYEE's OUSD work hours.

4. Control & Supervision - AGENCY Employment. During the employment position and working hours performed for AGENCY, EMPLOYEE will devote their full services to AGENCY and shall not engage in any work that conflicts with or compromises EMPLOYEE's best efforts to AGENCY. EMPLOYEE shall be supervised by designated AGENCY personnel and AGENCY will provide the information, tools, and equipment necessary for such employment. AGENCY shall control all aspects of the employment relationship for the work performed for AGENCY. EMPLOYEE shall not use the information, tools, or equipment of AGENCY in performing the work for OUSD, without AGENCY's express permission. All work product of the EMPLOYEE shall belong to the employer for whom the services were being provided at the time the work was created. OUSD shall not have any control or supervision over EMPLOYEE during the EMPLOYEE's AGENCY work hours.

5. Workers Compensation Liability Insurance. As required by California and federal law, each employer shall maintain workers compensation liability insurance for Employee's behalf for the employment position for which EMPLOYEE is employed by each of them.

6. Wages. OUSD is separately and independently liable for all wages and benefits earned by EMPLOYEE for performance of the OUSD employment position. OUSD shall have no liability for any portion of wages and benefits earned by EMPLOYEE for performance of the AGENCY employment position, and AGENCY agrees to indemnify, defend, and hold harmless OUSD from any such claim. Similarly, AGENCY is separately and independently liable for all wages and benefits earned by EMPLOYEE for performance of the AGENCY employment position. AGENCY shall have no liability for any portion of wages and benefits earned by EMPLOYEE for performance of the OUSD employment position, and OUSD agrees to indemnify, defend, and hold harmless OUSD from any such claim.

7. No Joint Employer Relationship. The Parties acknowledge and agree that it is not their intent to create any joint employer relationship and, instead, each employment relationship is separate and distinct as set forth in this Agreement. Notwithstanding, EMPLOYEE understands and agrees personnel information may be

exchanged between OUSD and AGENCY.

8. Termination. Subject to any applicable employment laws, any Party may terminate this Agreement or any employment relationship created under this Agreement with two weeks written notice to the other Parties.

9. Litigation. This Agreement shall be performed in Oakland, California and is governed by the Laws of the State of California. The Alameda County Superior Court shall have jurisdiction over any state court litigation initiated to enforce or interpret this Agreement.

10. Integration/Entire Agreement of Parties: This Agreement and the Memorandum of Understanding between AGENCY and OUSD from which this Agreement stems, constitute the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by all Parties.

11. Counterparts. This Agreement and all amendments and supplements to it may be executed in counterparts,

and all counterparts together shall be construed as one document.

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

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

0	AKLAND UNIFIED SCHOOL DISTRICT
	President, Board of Education Superintendent or Designee
	ecretary, Board of Education
EN	IPLOYEE



April 15, 2020

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

Dear Ms. Pena:

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

EBAYC conducts its own background check on all employees and volunteers. EBAYC employees are not permitted to come into contact with students at any OUSD school sites until EBAYC receives their negative TB test results, fingerprint clearance and re-arrest records from the State of California - Department of Justice, and from the Federal Bureau of Investigation pursuant to Section 11105.3 of the California Penal Code and Section 15660 of the California Welfare and Institutions Code. No EBAYC employees who have been convicted of a violent or serious felony may come into contact with students. EBAYC will include the employees' ATI numbers on the invoices to OUSD, and will make available to OUSD the TB test results upon demand.

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

Sincerely,

Gianna Tran, MSW

Deputy Executive Director

East Bay Asian Youth Center

SAM Search Results List of records matching your search for :

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

No Search Results



MEMORANDUM OF UNDERSTANDING **ROUTING FORM 2019-2020**

Basic Directions

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

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

			Age	ncy Information			
Agency Name	East Bay Asian Youth Center 2025 East 12th Street Oakland			Agency's Contact Person	David Kakishiba		
Street Address				Title Telephone	Executive Director 510-533-1092		
City							
State	CA	Zip Code	94606	Email	junji@ebayc.org		
OUSD Vendor Number 001474				7,9 7 8			
Attachments	■Stater ■Progra	nent of qualificat am Planning Too	ions I and Budget	compensation insurance	arties List. (www.sam.gov/portal/public/Sam/)		

Compensation and Terms - Must be within OUSD Billing Guidelines

Anticipated Start Date	August 1,	2020	Date work will end	July 31, 2021	Total Contr	act Amount	\$ 399,538.00	
			Budge	t Information				
Resource #	Resource Name			Budget #		Amount		Req. #
6010	ASES		010-6010-0-1110-4000-5825-212-2120-1553-9999-99999		\$ 249,356.00		0/21 Funds	
4124	21st Century Core		010-4124-0-1110-4000-5825-212-2120-1887-9999-99999			\$ 128,709.00		20/21 Funds
4124 21st Century Eq Access 010		010-4124-0-1110-4000	0-4124-0-1110-4000-5825-212-2120-1886-9999-99999		\$ 21,473.00		0/21 Funds	
						\$		
			OUSD Contract	Originator Informa	ation			
Name of OUSD Co	ontact	Clifford Hon	ng	Email		clifford.hon	g	@ousd.org
Telephone	Telephone 510-535-2877		77	Fax	510-535-2883	3		
Site/Dept. Name 212/Roosevelt N		velt Middle School	School Enrollment Grades		6	through	8	
		Ap	proval and Routing	(in order of appro	oval steps)			
OUSD Admini	istrator verifies t	o was issued hat this ven	ndor does not appear		Parties List (http	os://www.sar	m.gov)	
Please sign under the appropriate column.		— Decadigment by:	With the second of the second		Denied - Reason		Date	
1. Site Administrator								15/////////////////////////////////////
			Wifford Hong	— DocuBigged by				Acceptable of the second
2. Resource Mana	ger		amenicistroics	Martin Pena				5/27/2020
2. Resource Mana	ger	Chief/Exec	Dir. Mark Triplett	Martha Pena				5/27/2020 5/27/2020 5/27/2020
Resource Mana Network Superir	ger ntendent/Deputy	Chief/Exec	Dir. Mark Triplett	Martia Pena Erwanezaresia Doublementre				5/27/2020
2. Resource Mana 3. Network Superir 4. Cabinet (CAO, \$ 5. Board of Educat	ger ntendent/Deputy BBO, CFO)		Dir. Auch tright	Martha fena				5/27/2020