Board Office Use: Leg	Board Office Use: Legislative File Info.				
File ID Number	21-1362				
Introduction Date	6/30/21				
Enactment Number	21-1224				
Enactment Date	6/30/2021 er				



Board Cover Memorandum

То	Board of Education
From	Kyla Johnson-Trammell, Superintendent Sondra Aguilera, Chief Academic Officer
Meeting Date	June 30, 2021
Subject	Memorandum of Understanding 2021-2022 – Girls Inc. of Alameda County - After School Program – Allendale Elementary School
Ask of the Board	Approval by the Board of Education of Memorandum of Understanding 2021- 2022 between the District and Girls Inc. of Alameda County, Oakland, CA, for the latter to serve as lead agency for program coordination, math intervention, homework support, student supervision and a variety of enrichment services, as described in the MOU, for Allendale Elementary School's comprehensive After School Program, for the period of August 1, 2021 through July 31, 2022, in an amount not to exceed \$98,726.00.
Background	The After School Education and Safety (ASES) is the result of the 2002 voter approved initiative, Proposition 49. This proposition amended California Education Code 8482 to expand and rename the former Before and After School Learning and Safe Neighborhood Partnerships Program. The ASES Program funds the establishment of local after school education and enrichment programs. These programs are created through partnerships between schools and local community resources to provide literacy, academic enrichment and safe, constructive alternatives for students in kindergarten through ninth grade. The ASES program is defined within the language of SB 638 and Education Code (EC) sections 8482 and 8484.6.
Discussion	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. The school Principal has selected this agency from the list of approved lead agency partners.
Fiscal Impact	After School Education and Safety (ASES) Grant/Resource 6010 in the amount of \$98,726.00

Attachment(s)

- Memorandum of Understanding 2021-2022
- Budget and Program Plan
- Certificate of Insurance
- Statement of Qualifications
- Excluded Parties List Printout

After School Template for Elementary and Middle Schools Memorandum of Understanding 2021-2022 Between Oakland Unified School District and

Girls Inc. of Alameda County

- Intent. This Memorandum of Understanding ("MOU") establishes the Oakland Unified School District's ("OUSD") intent, contingent upon OUSD's receipt of California Department of Education and/or U.S. Department of Education after school grant funds, to contract with Girls Inc. of Alameda County ("AGENCY") to serve as the lead agency to provide after-school and/or summer educational programs and to serve a sufficient number of students and run services for a sufficient number of days to earn the core grant allocation of funding at 101 Allendale Elementary School under the following grants:
 - After School Education and Safety Program ("ASESP")
 - California Department of Education ("CDE") 21st Century Community Learning Center (21st CCLC)
 - Oakland Fund for Children and Youth This MOU will also outline services provided on OUSD school grounds through the Oakland Fund for Children and Youth ("OFCY") After-School Initiative funds that shall be utilized as matching funds to CDE ASESP and 21st CCLC funds.
 - Private grants
- 2. Term of MOU. The term of this MOU shall be August 1, 2021 through July 31, 2022. 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. If OUSD's cost of procuring services from another contractor exceeds the cost of providing the services pursuant to this MOU, or OUSD is unable to secure required services from another contractor, AGENCY shall pay any additional cost. If OUSD suffers any loss of funding or other program consequences attributable to AGENCY's premature termination, AGENCY shall pay any additional cost in addition to any damages otherwise due under this MOU.

b) Advance Notice by AGENCY for Coming School Year. AGENCY must provide advance notice to Principal and OUSD After School Programs Office by the end of the first semester if AGENCY cannot continue providing after school lead agency services for the succeeding school year. This date allows the school site to have sufficient time to find a new lead agency partner, and enables OUSD to work to preserve after school grant funding (including OFCY city funding) for the school.

4. Compensation. Contingent on OUSD receipt of California Department of Education and/or U.S. Department of Education after school grant funds and subject to grant funding levels, the ASES and 21st CCLC grant award amount for Girls Inc. of Alameda County Is \$98726.00 ,. 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 (\$8.88 a day per student through ASES 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 \$8.88 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 2021-2022"). 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 administration 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 2021-2022 and will not exceed \$ 98726.00 in accordance with Exhibit B. Exhibit B ("ASESP/21st CCLC Planning Tool/Comprehensive After School Program Budget for AGENCY 2021-2022").

*

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 ASES and 21st CCLC programs is to establish local programs that offer academic assistance and enrichment for students in need of such services regardless of their ability to pay. Though it is not against the rules to charge fees for participation in programs, the CA Department of Education discourages it because it could exclude students in need from attending and taking advantage of the after school program. Fees should not create a barrier to participation in the after school program. After school services must be equally accessible to all students targeted for services regardless of their ability to pay. Programs that propose to charge fees may not prohibit any family from participating based on their inability to pay and must offer a sliding scale of fees and scholarships for those who could not otherwise afford to participate. Any income collected from fees must be used to fund program activities specified in the grant application. AGENCY shall do full accounting of fees collected, and documentation shall be kept for 5 years for auditing purposes. If AGENCY decides to charge fees, this decision shall be made collaboratively with the Site Administrator, and AGENCY shall work collaboratively with the Site Administrator and parent leaders to develop an appropriate program fee structure for the school community. AGENCY shall provide the OUSD After School Programs Office with written documentation of the program fee structure prior to charging any program fees, and shall provide OUSD with additional documentation upon request, to ensure grant compliance. Programs that charge program fees will waive or reduce these fees for students who are eligible for free or reduced-priced meals. Programs cannot charge fees if the child is a homeless youth, as defined by the federal McKinney-Vento Homeless Assistance Act (42 U.S.C. Sec.1143a), newcomers (refugee, asylee, and unaccompanied minor), or if the child is in foster care. Any site receiving 21st Century Community Learning Center (CCLC) must report all fees collected (i.e.- registration fees, family fees, application fees, etc.) to OUSD After-School Program Office for CDE reporting.

- 5. Scope of Work. AGENCY will serve as lead agency at **101** Allendale Elementary 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 2021-2022. 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 101 Allendale Elementary School 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 Truth, Hope, Change, Curiosity tool
 - planning with data (using self-assessment and other program data as available)

- development of quality action plan with SMART goals for program improvement
- progress check for program quality e.g. quality coaching

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

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

- 5.2. Oversight. AGENCY will provide oversight, fiscal management, payroll services, technical assistance, and facilitation of collaboration with other service providers. Agency must ensure compliance with ASESP and 21st CCLC funding guideline requirements and follow OUSD after school policies and procedures. This includes compliance with OUSD staffing requirements and policies including No Child Left Behind and other legislative mandates.
- 5.3. Enrollment. AGENCY will enroll 1 through 5 grade students at 101 Allendale Elementary School , to serve sufficient number of students and run services for a sufficient number of days to earn the full core grant allocation of funding.

5.4. Program Requirements

- 5.4.1. **Program Hours.** The program shall be offered Monday through Friday, every regular school day annually, commencing immediately upon the conclusion of the regular school day, operating a minimum of 15 hours/week, and until 6:00 pm daily. Instructional activities must include a balance of both academic and enrichment/recreation components.
- 5.4.2. Program Days. The program shall be offered a minimum of 177 180 days during the 2021–2022 school year. AGENCY will close the ASESP and 21st CCLC program no more than a maximum of 3 days in the 2021-2022 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 101 Allendale Elementary School AGENCY acknowledges and agrees to provide programming consistent with grant guidelines understanding that:
 - Educational and Literacy. An educational and literacy element that must provide tutoring and/or homework assistance designed to help students meet state standards in one or more of the following core academic subjects: reading/language arts, mathematics, history and social studies, or science. A broad range of activities may be implemented based on local student needs and interests.
 - Enrichment. The enrichment element must offer an array of additional services, programs and activities that reinforce and complement the school's academic program. Enrichment may include but is not limited to arts, youth development, leadership, recreation, sports, music, career awareness, college interest, service learning and other youth development activities based upon student needs and interests. All programs must offer both enrichment and recreation/physical fitness activities as core components of the after school program, and summer program if summer program is provided.
 - Family Literacy Services. 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 101 Allendale Elementary School to support full access to program components.
- Supplemental and Summer Services. In all programs receiving 21st CCLC Supplemental grant funds or private funding for summer, AGENCY will provide educational and enrichment programming in the summer, on weekends, and/or during intercessions. A broad range of activities may be implemented based on local student needs and interests, and district guidelines for summer programming. Supplemental and summer services may be added under this MOU. If summer services will be added, a separate MOU amendment will reflect the summer scope, summer budget and any changes in location as to summer services to be provided.

Middle School Sports League Activities.

All programs participating in the Middle School Sports League must include those activities in their Program Planning tool and Program Schedule. Middle School Sports League activities, including but not limited to on and off site practices and games, are subject to the field trip policy high risk field trip activities requirements provided in this agreement. All sports participants and volunteers must have on file a completed Middle School Sports Release of Liability and Assumption of Risk prior to participation (attached hereto as Exhibit E (1)).

- 5.4.3.1. 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. **Provision of Services During COVID-19 Pandemic.** AGENCY shall perform all services in accordance with any COVID-19-related federal, state, and/or local orders, and shall immediately follow all OUSD directives regarding health and safety protocols. 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 **101**

Allendale Elementary School

- OUSD After School Programs Office
- OUSD central administration departments
- Parents/Guardians
- Youth
- Community organizations and public agencies
- 5.10. Licenses. AGENCY shall obtain and keep in force all licenses, permits, and certificates necessary for the performance of this Agreement.
- 5.11. Loss of Standing as Qualified Organization: AGENCY shall insure MOU requirements are met. Failure to do so may result in loss of standing as a qualified organization and/or termination of partnership.

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

• AGENCY shall provide each Site Administrator and the OUSD After School Programs Office with a schedule of all after school program field trips and/or off site events and/or off site activities by the first day of each semester, and a schedule of all summer field trips and/or off site

events and activities by the first day of the summer program, if AGENCY is providing summer services (Exhibit D)

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

- 6.6.4. When a trip is made to a place of business or industry, staff shall arrange for an employee of the host company to serve as conductor.
- 6.6.5. Adult:Student Ratio is at least 1:10 or higher if swimming or wading or high risk trip. If the trip involves water activities, this ratio shall be revised to ensure closer supervision of elementary grade or younger students, appropriate to their ages. The ratio of adults to students on field trips and excursions shall be reasonable under the circumstances.
- 6.6.6. Safety requirements have been met (eg: current First aid/CPR training of at least one chaperone, first aid kits, emergency contact and health info, instructions for chaperones, staff and chaperones have cell phones which are charged and available for communication).
- Transportation Requirements: The AGENCY after school and summer program staff or 6.7. subcontractors shall ensure compliance with all state laws and may transport by the use of AGENCY's own equipment, contract to provide transportation or arrange transportation by the use of other equipment to enrolled after school and summer participants provided that: (A) parent/guardians' written permission has been obtained in advance; (B) After School Program Coordinator and/or Summer Program Coordinator has confirmed that: transportation arrangements are safe and appropriate; (C) all drivers have valid California driver's license; (D) all drivers have received fingerprint clearance; (E) provided that such transport is covered under driver or registered owner's personal automobile insurance or AGENCY automobile liability insurance policy for at least \$100,000 per individual and \$300,000 per occurrence for liability for bodily injury; and \$50,000 per occurrence for liability for property damage; (F) all drivers and registered owners of private or rented vehicles used shall complete and sign declaration of driver forms assuring that: (i) the driver is at least 21 years of age and holds a current valid California driver's license;(ii) the driver has not been convicted of reckless driving or driving under the influence of drugs or alcohol within the past five years; and (iii) the driver provides proof of sufficient insurance; (G) if AGENCY transports by use of an Agency owned vehicle or arranges and/or contracts with a third party to provide this transportation, the AGENCY or organization or company with whom they contract must meet or exceed the standards required of OUSD's District approved bus vendors, including but not limited to: be licensed as a transportation provider, be certified to transport students (e.g., School Pupil Activity Bus certification) and have at least \$5,000,000 Automobile liability and \$1,000,000 General Liability insurance; which has an endorsement naming OUSD and AGENCY as additional insured; (H) arrangements have been made for additional vehicle for use in event of illness or emergency; and (I) students receive instruction in safe conduct on bus or other transport; and (J) drivers shall receive safety and emergency instructions and information which shall be kept in their vehicle, including health and emergency information for each student riding in his/her vehicle.
- 6.8. AGENCY must have reasonable confirmation that all organizations involved in the trip have demonstrated expertise and exhibit reasonably safe and reputable operating procedures and business practices appropriate to student trips.
- 6.9. Vendor is licensed to provide all proposed activities.
- 6.10. All after school program student participants on field trips, off site events or activities must be covered by medical or accident insurance. (See Incident and Injury Reporting and Accident Insurance above.)

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

6.11.1. Definition of High Risk Activities

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

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

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

6.12.3. Swimming Activities

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

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

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

agrees to hold harmless, defend and indemnify OUSD, its officers, employees, volunteers and agents from all claims and actions resulting therefrom.

- 6.14. In the event that a field trip cannot proceed as planned for any reason (including but not limited to the closure of the field trip destination in response to COVID-19), AGENCY shall provide alternative programming to students (including remote programming, in the event that the school site at which AGENCY has agreed to provide programming is closed).
- 7. Financial Records. AGENCY agrees and understands that OUSD is responsible for fiduciary and programmatic oversight for the expenditure of the ASESP and 21st CCLC grant funds contracted to AGENCY by OUSD for fiscal year 2021-2022. 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 2021-2022 not to exceed \$98726.00 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 2021-2022 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 shall require each subcontract or indemnify, hold harmless and defend OUSD, its officers, officials, employees, volunteers or agents, 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 be purchased by OUSD and by the Lead Agency. A Lead Agency cannot exceed \$2,500 in supply purchases. 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. 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.

OAKLAND UNIFIED SCHOOL DISTRICT

OAKLAND UNIFIED SCHOOL DI	STRICT	AGENCY	
marboy	7/1/2021	Julayne Virgil	5/26/2021
President, Board of Education	Date	Agency Director Signature	Date
State Administrator			
Superintendent		<u>Julayne Virgil</u> Print Name, Title	Chief Executive Officer
Jef 14-towe	7/1/2021	Attachments:	
		• Exhibit A. Attendance Re	
Secretary, Board of Education	Date	• Exhibit B. Planning To	ool/Comprehensive After
		School Program Budget	
DocuSigned by:		• Exhibit C. Enrollment Release Waiver	Packet, including Early
Andrea Bustamante	5/27/2021	• Exhibit D. List of Anticip	ated Field Tring Off Sita
Executive 28% Diffector	Date	Events and Off Site Activi	
Community Schools and Student Services		• Exhibit E. Waiver for u	
	Dopt.	Park District Bodies of V	Water (Swimming Pools,
DocuSigned by:		Lagoons, Shoreline Parks	
10M	5/24/2021	Facilities	
Principal	Date	• Exhibit E (1) Middle Se Liability and Assumption of	
DocuSigned by:		• Exhibit F. Invoicing and	
Lakesha Martin	5/27/2021	• Exhibit G. Fiscal Procedu	ires and Policies
Network Superintendent	Date	• Exhibit H. Certificates of	
i tetwork supermendent	Date	• Exhibit I. Statement of Qu	
1000000 NAME 2001		• Exhibit J. Agreement	
DocuSigned by:	5/27/2021	Separate Employment by (
Sondra Aguilera	5/2//2021	nden 1 🖬 🕬 🥰	
Chief ^{B0/2CB8033AD406} Officer	Date		
Continuous School Improvement			

MOU template approved by Office of the General Counsel March 2021

Legislative File ID: 21-1362

Exhibit A

Attendance Reporting Schedule

After Sci	Oakland Unified School District After School Programs Attendance Reporting Schedule					
Monthly Attendance Period	Deadline to Input Attendance Data into AERIES					
July 1 – July 31, 2021	August 10, 2021					
August 1 - August 30, 2021	September 10, 2021					
September 1-30, 2021	October 11, 2021					
October 1-30, 2021	November 10, 2021					
November 1-30, 2021	December 10, 2021					
December 1-31, 2021	January 10, 2022					
January 1-31, 2022	February 10, 2022					
February 1-28, 2022	March 10, 2022					
March 1-31, 2022	April 12, 2022					
April 1-30, 2022	May 10, 2022					
May 1-31, 2022	June 10, 2022					
June 1-30, 2022	July 15, 2022					

Exhibit B

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

(Template distributed separately)

INSERT HERE



OAKLAND UNIFIED SCHOOL DISTRICT Community Schools, Theying Students

	EL	EMENTA	ARY & MIDDLE SCH	OOLS 01.2020	D				
Site Name	₩Allendale			ASES	OFCY Match	Program Fees	Other School	Other Lead	
9121			S. Statis	ASES	Funds	Program Fees (if applicable)	Site Funds	Other Lead Agency Funds	
	tudents to be served daily (ADA): 83.31	%	Resource 6010, P						
verage # or s	tudents to be served daily (ADA): 83.31 TOTAL GRANT AWARD		OUSD 133,169	Lead Agency	Lead Agency 95000	Lead Agency	OUSD	Lead Agency	
ENTRAL COS	TS: INDIRECT, ADMIN, EVAL, PD, SUPPLIES		155,105	.40	95000	A A A A A A A A A A A A A A A A A A A		Contractor of	
CONCOMMENT.	OUSD Indirect (5.00%)		6,341.40						
	OUSD ASPO admin, evaluation, and training/technical assistance costs		8,297.16						
	Custodial Staffing and Supplies at 3.5%		4,148.58			and a second			
						Long and			
ERTIFICATED	TOTAL SITE ALLOCATION DERSONNEL		114,382	.26					
1120	Quality Support Coach/Academic Liaison		2500				0		
1120	Certificated Teacher Extended Contracts- math or ELA academic intervention (required for MS)		0				0		
1120	Certificated Teacher Extended Contracts- ELL supports								
1120	Certificated Teacher Extended Contracts- math or ELA								
1120	academic intervention (recommended for MS)								
							0		
	Total certificated		2500		0	0	0	0	
2205	ERSONNEL Site Coordinator (list here, if district employee)						La La La	La Castingo	
2220	SSO (optional)		9800				0	0	
	Security						U		
	Total classified		0 9800	0	0	0			
ENEFITS			3000		0	0	0	0	
3000's	Employee Benefits for Certificated Teachers on Extended Contract (benefits at 24.5%)		612.50						
3000's	Employee Benefits for Classified Staff on Extra Time/Overtime (benefits at 28%)	197.00	2744						
3000's	Employee Benefits for Salaried Employees (benefits at		0						
2000%	42%) Lead Agency benefits (rate: 25%)								
2000	Total benefits		3,356.50	10207	10270	0	0	9927	
OOKS AND SU 4310				CAR AND AN	ALC: NO			THE REAL PROPERTY.	
4310	Supplies Curriculum		0				0	0	
5829	Field Trips		0				0	0 1600	
4420	Equipment (including computers - OUSD only)		0				0	0	
	Program Supplies							8000	
	Bus tickets for students								
	Professional Development for Site Staff			500					
ONTRACTED S	Total books and supplies SERVICES		0	500	0	0	0	9600	
5825	Site Coordinator - Alma Manzana - 1.0 FTE x40 hours x 44 weeks x 528.00		0	48533		COLOR STRUCTURE		9707	
5825	Program Manager (.26 FTE Virgtrese McGee)				11050			6500	
5825	Academic/Literacy Instructors (6 instructors x 26 hours x 44 wks x \$16-17 an hr)			34116	43333			35807	
5825	Literacy Specialist (.17 FTE)			0	6437			5293	
5825	Assistant Coordinator (1 assistant x 32 hours x 44 wks x 19 an hr)				10000			8876	
5825									
5825 5825									
5825									
5825									
5825 5825									
5825									
		20	1	1					

5825		12.46				-		
Te	otal services		0	82649	70819.77	0		
IN-KIND DIRECT	SERVICES	Contraction of the		02049	70819.77	0	0	66183
							0	٥
							D	
	tal value of in-kind direct services						0	0
	MINISTRATIVE COSTS			a service of the service of the		The state of the	A CALLER OF	COLUMN TO A
SUBTOTALS	ad Agency admin (4% max of total contracted s)		3180	13810			0
	btotals DIRECT SERVICE		and the second	Longer de la				
	btotals Admin/Indirect	85.00	17,647.82	95546	81190	0	0	85711
TOTALS	blotais Admin/Indirect	15.00	16,795.82	3180	13810			0
and the second	tal budgeted per column				Standing of the state	and the second		
		100.0	34,443 64	98726	95000	0	0	85711
	tal BUDGETED	100.0	133,169	40	95000	0	0	85711
	LANCE remaining to allocate		0.00					
TO	TAL GRANT AWARD/ALLOCATION TO SITE		133,169.	40				
							Contraction of the second	No. of Concession, Name
SES MATCH								
REQUIREMEN			Carline .					
ASES requires a 3:1	match for every grant award dollar awarded.							
	t required for this grant:		44,389.80					
acilities count towa	ard 25% of this match requirement:		11,097.45					
temaining match a			33,292.35					
latch should be mi Iollars, and in-kind	et by combined OFCY funds, other site funds, priv resources. This total equals:	rate	95000					
	t left to meet:		-61,707.65					

Required Signatures fo Principal:	Budget Approval:	5/24/2021
Lead Agency:	-DocuSigned by: 1009C20337024FB	5 /20 /2024
	Virginse Mille	5/20/2021

Allendale OUSD Expanded Learning Programs -After-School Program

ELEMENTARY/MIDDLE & HIGH SCHOOLS - 2021-2022

ASES and 21st Century After-School Program Plan

		🖉 E	lementry (TK-5)
		Ω ε	lementary/Middle (TK-8)
			fiddle (6-8)
School Site Name:	Allendale	School Type: 🛛 🗎	ligh School (9-12)
			Alternative High School
			Continuation High School
			Comprehensive High School
DS Code: (This is a 14	-digit code, search <u>here</u>)		Comprehensive Figh School
	1612596001630	After-School Lead Age	ncy: Girls Inc. of Alameda County
and a state of the second second			
Principal Name:	Desiree Miles	Principal Signature and	date:
ead Agency Director lame:	Virgtrese McGee	Lead Agency Director Signature	and date: Understand by
fter-School Site Coordinator Name:	Alma Manzano	After-School Site Coordinator Si date:	100 1000000
rojected daily attend	Jance for 2021-2022 school year progr for the 2021-2022 school year. First Da Per CDE Education Code Secti school year. Yor staff developm and the lead agency must man	ram. 83 y: August 9, 2021 Last Day: May 26, 2022 on 8483.7(c) allows programs to close for nent. Families and school site personnel m	a <u>maximum of 3 days during a calendar year (not o</u> ust be notified of these program closure dates in advanc
rojected daily attend rogram Operations f PDATED ED CODE: dentify the three day hanges are due Septer	Jance for 2021-2022 school year progr for the 2021-2022 school year. First Da Per CDE Education Code Secti school year. Yor staff developm and the lead agency must mar including training agenda and day. s (if any) your program plans to close thi mber 2021).	ram. 83 y: August 9, 2021 Last Day: May 26, 2022 on 8483.7(c) allows programs to close for nent. Families and school site personnel m ntain and upload documentation of profe staff sign-in sheets. This should be uplow s year for PD. The program must be open	use the notified of these program closure dates in advance sisonal development activities offered on these dates, aded no later than 5 business days after the closure all other days of the school year. (Updates for any date
rojected daily attenc rogram Operations I PDATED ED CODE:	Jance for 2021-2022 school year progr for the 2021-2022 school year. First Da Per CDE Education Code Secti school year. Yor staff developm and the lead agency must mar including training agenda and day. s (if any) your program plans to close thi mber 2021).	ram. 83 y: August 9, 2021 Last Day: May 26, 2022 on 8483.7(c) allows programs to close for tent. Families and school site personnel m ntain and upload documentation of profe staff sign-in sheets. This should be uploa	a <u>maximum of 3 days during a calendar year (not a</u> ust be notified of these program closure dates in advanc ssional development activities offered on these dates, aded no later than 5 business days after the closure
rojected daily attend rogram Operations f PDATED ED CODE: Identify the three day nanges are due Septer 1st: 10/29/ inimum Days. When 00 pm. Minimum days gency partner must dis tere is an expectatio r report card conferen	Jance for 2021-2022 school year progr for the 2021-2022 school year. First Da Per CDE Education Code Secti school year. Yor staff developm and the lead agency must mai including training agenda and day. s (if any) your program plans to close thi mber 2021. 2021 2nc a school holds minimum days, the after- shave a significant impact on after-scho scuss the anticipated number of minimum already established for the 26 work	ram. 83 y: August 9, 2021 Last Day: May 26, 2022 on 8483.7(c) allows programs to close for ient. Families and school site personnel m tain and upload documentation of profe staff sign-in sheets. This should be upload s year for PD. The program must be open te 4/8/2022 school program is required to begin as soo ol staff and budget. Thus, during the program tays for the program, and discuss s ty minimum days, however if the schoo affing fees for these extra days will be	a <u>maximum of 3 days during a calendar year (not a</u> ust be notified of these program closure dates in advanc ssional development activities offered on these dates, aded no later than 5 business days after the closure all other days of the school year. (Updates for any date

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

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

Which of the following program models will your site operate as for 2021-2022? (If you choose Extended Day, please explain why using this link.)

	Please o	nly select ONE of the opt	ions below		
Program Model:	Traditional After-school	Extended Program		Blended/Hybrid	
Which grade levels will be served by this program?		ТК			
		к			
		1			
		2			
		3			
		4			
		5			
		6			
		7			
		8			
		9			
		10	\Box		
		11	\Box		
		12			

ENROLLMENT PROCESS & TIMELINE

Instructions:

Please navigate to the folder for the your school. Once inside the folder, click the pencil button in the top right corner. After the dropdown list appears, select 'Upload or Import'. Next, click on the drag or browse window and upload the Enrollment Timeline file. Please name your file in this format: SchoolName_EnrollmentTimeline

Please check the box below after completing the above instructions

Enrollment Timeline has been uploaded to Program Plan folder

Important dates to include in your timeline

April - June: Spring enrollment for 2021-2022 programs.

Families will be notified of 2021-2022 after school enrollment before the last day of school, May 27, 2021.

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, 2021, 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.

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. Make sure to include a description of 1-3 enrollment priorities that will be made public and why.

**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. Describe how your school will identify and recruit students beginning of Spring 2021. Indicate <u>how</u> families will be notified of 2021-2022 enrollment before the last day of school.

	Golden Ticket?
Perfederal statute. Cal	
an receive a Golden T	fornia Education Code and Oakland Unified School District policy, any students identified by the OUSD Transitional Student and Family U cket. Transitional students are by definition:
- Any C in foste	PUSD student who is a homeless youth, as defined by the federal *McKinney-Vento Homeless Assistance Act (42 U.S.C. Sec. 1143a), who r care, or is designated as an unaccompanied minor.
- Any C U.S.C.	PUSD student who identifies as a newcomer, refugee or as an asylee.*Subtitle VII-B of the McKinney-Vento Homeless Assistance Act (4, § 11431 et seq.)
	- Establishes the definition of homeless used by schools
	- Ensures that children and youth experiencing homelessness have immediate and equal access to public education
	- Provides for educational access, stability, and support to promote school success
	- Needed to address the unique barriers faced by many homeless students
	ar program more accessible to serve the needs of Golden Ticket students/families?

SECTION 4: PROGRAM COMPONENTS	
<u>CDE</u> requires that programs must provide a safe environment ar educational enrichment component, which may include, but r (EC Section 8482.6); and provide opportunities for physical activ	nd include an educational component that provides tutoring and/or homework assistance; and an not limited to STEAM, recreation, prevention and other Social Emotional Learning (SEL) activities vity. (EC Section 8483.3[c][7])
Educational and Literacy Component that includes tutoring/	Describe how the after-school program will provide the educational & literacy component.

Respond Below:

Our after-school program will provide one hour daily of literacy intervention to increase student reading levels by at least one year as measured by SRI. Students engage with Common Core-aligned, culturally responsive, and datainformed literacy activities to provide targeted support that meet their individual literacy and social-emotional needs. Through participating in activities such as read alouds, literacy centers, Reader's Theater, academic discussions, and guided reading, students become more engaged, confident, and capable readers and writers. Our component lessons have English Language Learner supports that can be modified depending on group needs. Students are developing comprehension and analyzation skills across the grades. Students are engaging in academic discussions using sentence starters (stems). Our internal assessment (DIBELS) is used to inform student grouping for guided reading and center differentiation for k-3. For students in 4-5 the book club models allows for additional support for struggling readers such as scaffolded content and opportunities for teacher-led close readings. As with all of the program activities we provide, our daily literacy activities have infused strategies to support the development of participants' SEL skills, providing opportunities to strengthen peer and adult relationships, take positive risks and build self-awareness and self-management.

Homework assistance in the core subjects (language arts, math, history /social science, etc.)

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

Respond Below:

Youth will receive academic assistance regularly with a focus on creating a productive learning environment through component specific group agreements that emphasize a growth mindset, prioritization and planning as well as encouraging peer support and collaboration, Program staff will receive training on the Girls Inc. asset based approach to academic assistance which includes intentional praise, acting as a 'guide on the side' for learners and highlighting process over products to support academic growth. As a literacy based program, regular program activities will focus on building literacy skills, youth will be encouraged to include time spent reading during other program activities as a part of their reading logs as applicable so that other homework time can be focused on other core subjects.

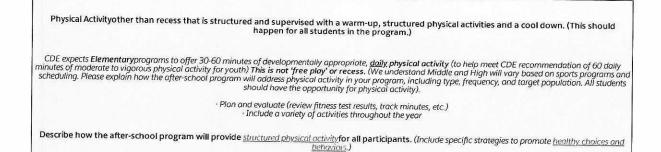
Educational Enrichment Component that offers students engaging activities in a variety of areas (fine arts, career technical education, presentation, etc.)

How does the after-school program choose which educational enrichment activities are offered? (Include specific strategies designed to foster skill-building; youth voice and leadership and diversity, access and equity.)

Respond Below:

After school program selects educational enrichment components that will give youth the opportunity to explore diverse, engaging, culturally, and developmentally appropriate activities designed with youth development principals to meet physical, social, and cognitive needs. Enrichment classes will occur daily Mon.-Fri. for 45 minutes. Enrichment activities include: **1)** Bodies in Motion - provides physical activity, nutrition, health, and wellness strategies while teaching youth to take care of their bodies through motor skill development activities. **2)** Clubs - includes hands-on

enrichment and community-building activities to meet the unique needs, interests, and group dynamic of each class. **3) Leadership** - a participatory approach for youth to learn about leadership qualities, community leaders, respecting their community, exploring problems, resources, and strategies to be change agents. **4) STEAM (Science, Technology, Engineering, Art and Math)** - provides high-quality, hands-on learning to build youth confidence in applying design skills, improve academic success and boost interest in STEM while integrating the arts.



Respond Below:

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

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

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

Respond Below:

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

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

How does the after-school program choose which educational enrichment activities are offered? (Include specific strategies designed to foster skill-building, youth voice and leadership and diversity, access and equity.)

Respond Below:

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

1. Complete the program schedule from or upload your program schedule.

a. Make sure your program schedule includes:

i. Class/Activity title i.e. African Dance not just enrichment

ii. Day and time offered

b. Complete this form to design program component <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

How will the after-school program further these OUSD Learning Goals? (Choose 2-3 to focus on for the 2021-22 School Year)

Respond Below:

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

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

Girls Inc. will emphasize STEM in their enrichment programming to support students in deepening their understanding of cause and effect, strategic thinking skills and expand their critical thinking skills. We will also be intentionally integrating blended learning into our academic programming to more strongly align with the approach of the school day.

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

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

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

This cycle of improvement revolves around twelve critical standards-the <u>Quality Standards for Expanded Learning in California</u>-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

Fill out this Google Form to identify where your program is with E's quality standards. Google Form

Resources:

Definitions: CDE Quality Standards

Unpacked: CDE Quality Standards & CQI Spectrum

Scoring Key: CDE Quality Standards & CQI Process

PROGRAM SELF-ASSESSMENT TRUTH * HOPE * CHANGE * C	CURIOSITY (THC ²)		
Indicato which at a laboration of the state	Internal evaluator	External evaluator	School administrator
	District administrator	Certificated staff	Classified staff
Indicate which stakeholders who participated in the Program Self-Assessment in 2020-2021	Program director	Site coordinator	Site-level/line staff
	Parents/guardians	□ Students	Community partners
	C Advisory group	Other stakeholders:	

Identify the after-school program data point(s) in the norrative below. Could include: student feedback (youth survey, interviews or focus groups), internal program observation or external observation

TRUTH What is currently happening in the program? Use data to identify the truth about 1-2 self-selected aspects of the program.

Respond Below:

Although attendance can fluctuate with distant learning, this hasn't prevented program leaders from building strong relationships with students. After-school staff create space for social-emotional development, group discussions on current events, deliver STEM-focused activities and offer homework and literacy support. Our students show their commitment to Girls Inc. by attending the program, engaging in group and literacy activities, and by sharing their appreciation to each other through our daily shout-outs at the end of the program.

HOPE

What is the dream for the program in these oreas as identified by students, families, parents, staff and site support team?

Respond Below:

One of the biggest concerns within the Allendale community as we continue to remain virtual is that of consistent attendance. We hope to continue building connections with families, day school teachers, and school staff to increase student attendance. We also hope, during the hybrid transition, to recruit new families and inspire families to re-join us.

Another hope within the Allendale team is to increase the communication between day school and the after-school program. Having full-circle communication will have a greater impact on student attendance and can also offer support catered to students' individual needs.

> CHANGE What steps will be taken to make the shifts needed to realize the HOPE identified above?

Respond Below:

The Allendale team was able to continue working with day school teachers, community support team, and reconnect with families through teacher referrals, and wellness calls. We call families who have low attendance to offer tech support in hopes that they will re-join the program. We also call our families that regularly attend to give them positive feedback about their students.

Something that we can do more of is sending out communication to the Allendale day teachers/staff about our tutoring schedule to help increase attendance. Also, communicating more with day school teachers about student behaviors and developing different approaches or methods to better support our students.

CURIOSITY What deeper questions or inquiries are coming up? Something that needs more time to think about to make long-term shifts.

Respond Below:

How can After-school and day school work together to develop a strong plan to support and build relationships with non-English/Spanish speaking families and students?

How do we teach/coach/train Program Leaders to support our English Learner students in developing in the area of Literacy reading and writing and creating differentiation lessons?

	and the second second				1			
Indoors (specify room numbers and space names)					Outdoors			
Room Number & Name of Space		# of Students	s Hours to be used		Room Number & Name of Space	# of Students	Hours to be used	
Room 7 Classroom		20-25	2:45-6:15pm/ Wed. 1:30- 6:15pm		Playground	120	2:45:6:15pm /Wed. 1:30- 6:15pm	
First Trimester: 2,10, 11, 15, and 19		20-25	2:45-6:15pm/ Wed. 1:30- 6:15pm					
Second Trimester: 3,7,8,18, 21 and 22		20-25	2:45-6:15pm/ Wed. 1:30- 6:15pm					
Cafeteria		120	0 2:45-6:15pm/ Wed. 1:30- 6:15pm					
8 Bathrooms		120	2:45-6:15pm/ \ 6:15pm	Wed. 1:30-				
In addition,	, choose up to 5 other dates i	the program will use	space <u>outside</u>	of normal pro	gram hours. Please specify which	h space will be i	needed (IE: showcases, eve	
Name of Event	Family Literacy Night	Potential Date	10/21/2021	Number of Students		or facilities cost. Hours of Use/Room Numbers	4:30-7:00pm/ Cafeteria	
Name of Event	Winter Family Night	Potential Date	12/16/2021	Number of Students	120	Hours of Use/Room Numbers	4:30-7:00pm/ Cafeteria	

Name of Event	Spring Family Night	Potential Date	5/19/2022	Number of Students	120	Hours of Use/Room Numbers	4:30-7:00pm/ Cafeteria
Name of Event	Family Communication Workshop	Potential Date	2/17/2022	Number of Students		Hours of Use/Room Numbers	4:30-7:00pm/ Cafeteria
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 2021-2022 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 awayany 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 chill 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 (Continued)
Describe how the school/program plans to collect program
fees and who will be exempt from paying fees or received a
reduced fee?

Q.

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
leaders/school community.	
Instructions:	
Please navigate to the folder for the your school. Once inside the 'Upload or Import'. Next, click on the drag or browse window and format: SchoolName_DocumentName	folder, click the pencil button in the top right corner. After the dropdown list appears, select upload your Enrollment Timeline file. Please name your file in this
Please check the box below after completing the above instr	
A copy of written evidence of the program fee agenda/minutes) has been uploaded into the	materials/process (i.e. parent letters, parent handbook, etc. meeting with Program Plans folder

 $\tilde{\mathbf{x}}$

OUSD EXPANDED LEARNING PROGRAMS

Partner Assurances & Agreements 2021-2022

School Site

Allendale Elementary

l. ..

1. .

Lead Agency	Date
Girls Inc. of Alameda County	4/16/2021
Name of After School Program	After School Site Coordinator Name (if known at this time)
Girls Inc. of Alameda County	Alma Marzano

After School Safety and Emergency Planning

1. The 2021–2022 Comprehensive School Site Safety Plan includes the <u>After School Emergency Plan</u>. The Site Administrator and After School Program (ASP) Site Coordinator will update the After-School Emergency Plan annually by discussing and aligning plans and procedures for after school and school day safety, including emergency preparedness and crisis response.

ndicate all actions ti nd emergency resp	hat will occur to ensure after school program safety and alignment with school day procedures for emergency preparedness onse:
۲	Site Administrator and ASP Site Coordinator will meet at beginning of school year to update After School Emergency Plan collaboratively.
Ø	Site will share Comprehensive School Site Safety Plan with after school partner.
۲	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.
Ø	School will provide after school staff with access to disaster supplies and other resources in case there is an emergency after school.
Ø	Site Administrator and ASP Site Coordinator will meet regularly to review after school incidences and update safety plans asneeded.
	The completed After School Emergency Plan (ASEP) will be submitted to Expanded Learning Programs Office by 10/1/21.
D	Other:
the second se	

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.

Staff will meet with principal to discuss and align lockdown, fire /earthquake procedures, schedule drills and create / review safety plan

3. Principal and Site Coordinator have reviewed the OUSD After School Emergency/Crisis 1st Level Response Notification Protocol and understand expectations regarding communication and incident reporting when an issue involving after school

Yes

		No	0
Facility Keys			
It is critical th the After-Sch	at the After-School Site Coordinator has access to facility keys in order to ensure safety after school should a lockdown solProgram have access to facility keys for all areas where after school programming occurs?	or lockout be need	led. Wi
	Yes 🗹	No 🗍	
If no, indicate	how the school campus will be secured if crisis should occur during after school hours and if lockdown is necessary:		
		61	
		1.5	
SO Staffing			
heck One:			
0	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.		
C.	Site does not have the resources to fund an after school SSO.		

Allendale OUSD Expanded Learning: After-School Programs

2021-2022 Modification Program Plan

ELEMENTARY/MIDDLE & HIGH SCHOOLS

ASES and 21st Century Community Learning Center (21st CCLC)

Modification Program Plan: Given the uncertainty of the school reopening model, this document will: → Develop a clear work plan that supports students' learning in partnership with the school site to prepare for any model for reopening in the 21-22 school year.

 \rightarrow Support collaboration with schools and Lead agencies to determine their reopening plans.

Non-Negotiable Compliance Considerations Expanded Learning Guidelines

When designing the Expanded Learning program model, please consider all of the following factors.

- ASES, 21st CCLC, and ASSETS funding will not increase based on the program model.
- Sites will be required to run 180 days of programming.
- Sub-contractors partnerships and how they will fit into this program model
- No supplanting (Programs are required to provide supplementing/enrichment programs and can not provide any instructional minutes)

Expanded Learning Program Models

Given the constant uncertainty due to COVID-19, the Expanded Learning Office is asking all Expanded Learning Partners and Site Leadership Teams to design programming for multiple reopening models to ensure we can meet our communities' needs in the fall.

Possible modified program models:

- Distance Learning Support
- In-person with modifications based on State and County Safety guidelines.
 - If the sites are in any type of hybrid programming where some are on and some students are off-campus. Expanded Learning funds are to be prioritized for in-person programming.
 - This modification occurs when students come back part-time or not all students come back in person. I.E. small pod instruction with only 12-14 students present in each class.

GUIDING QUESTIONS - Staffing

ease answe e.	r the following questions to help guide program contingency planning. Staffing is the key ingredient to making these decisions for ea
	How many full-time employees does the expanded learning program employ? (i.e., site coordinators)
	How many part-time employees?
	3
	How many hours do the part-time employees work?

Does the program have	subcontractors that provide service?
no	

MODIFIED SCOPE OF WORK

Please Indicate below how the Expanded Learning Program will support each possible modification. Check all that apply. (Keep in mind that Expanded Learning funds should be used to support enrichment for students. If staff is supporting school day make sure to set aside dedicated for them to provide this service.)

Distance Learning :

- Expanded Learning staff will be generally present (via Zoom) from __am/pm to __am/pm
- Expanded Learning staff will virtually support 1:1 with a student(s)____ groups of students____.
- Expanded Learning staff will virtually support teachers directly.
- C Expanded Learning staff will lead and facilitate programming independently of the school day
- Expanded Learning staff will assist with specific subjects.

List subjects below:

Please briefly describe how the program will support distance learning:

Our after-school program will be provided daily through zoom generally from the hours of 2:00 pm to 4:30 pm. Our after-school program will provide 45 minutes daily of virtual literacy intervention to increase student reading levels by at least one year as measured by SRI. Students engage with Common Core-aligned, social-emotional needs. In addition to literacy support our after-school program will provide daily enrichment activities of 20 minutes per day. Daily enrichment activities will give youth the opportunity to explore diverse, engaging, culturally and developmentally appropriate activities designed with youth development principals to meet physical, social and cognitive needs. 1-2 times per week, staff will facilitate Bodies in Motion which provide, private activities of a divitional activity, nutrition, to identify areas of additional academic support needed during school day instruction. As with all of the program activities we used, staff have infused strategies to support the development of participants' SEL skills, providing opportunities to strengthen peer and adult relationships, take positive risks and build self-awareness and self-management.

In-person Modified by State and County Health Guidelines:

- Expanded Learning staff are in person with a small cohort, based on county POD guidelines
- Expanded Learning staff will provide programming for 3 hours after the school day ends.
- Expanded Learning staff will provide distance learning support for student or 1:1 tutoringExpanded Learning staff will support in-person students daily
- Expanded Learning staff will virtually support students on days when all students are virtual

Please briefly describe how the program will support distance learning:

Our after-school program will be provided daily through zoom generally from the hours of 2:00 pm to 4:30 pm. Our after-school program will provide 45 minutes daily of virtual literacy intervention to increase student reading levels by at least one year as measured by SRI. Students engage with Common Core-aligned, social-emotional needs. In addition to literacy support our after-school program will provide daily enrichment activities of 20 minutes per day. Daily enrichment activities will give youth the opportunity to explore diverse, engaging, culturally and developmentally appropriate activities designed with youth development principals to meet physical, social and cognitive needs. 1-2 times per week, staff will facilitate Bodies in Motion which provides virtual physical activity, nutrition, health and wellness strategies, while teaching youth to take care of their bodies through motor skill development activities. We will be working with school day instruction. As with all of the program activities we provide, our daily literacy activities and build self-awareness and self-management.

SECTION 3: PAR	TNERSHIP & COMMUNICATION ASSURANCE
How will the s	ite operationalize communication between the lead agency staff and school faculty? Are there existing spaces that the coordinator or instructors should be invited into to improve alignment between the school faculty and expanded learning staff?
D	PBIS
	Staff Meetings
0	Grade level Collaboration
	COST .
	Yén aki'é kanan n
	If a shift happens how do you collaboratively transition from fully remote learning to in-person learning modified? (i.e. Keep in mind impact, staff readiness, budget, space, and county/state guidelines.) What are the steps/considerations for the transition?
	We would need to discuss space allocation to ensure appropriate ratios, timeline of when and the hours of if adjusting from remote to in person, recruitment for students who may need afterschool support, and access to PPE. The site team will have monthly meetings including the Principal, Site Coordinator and Agency Director. The site team will do 'walk throughs' of both school day and after school classes to support alignment in learning goals and culture/climate by creating opportunities for feedback and discussion on how to create more alignment. Based on these conversations and the guidelines provided by the state/county/OUSD, the team will determine what kind of support after school staff could provide in a hybrid model and whether or not it would align with the ASP role in moving forward the district priorities and SPSA goal as outlined in the program plan. If an appropriate role could be filled by ASP staff in the case of hybrid or learning pods, the next step would be to determine the capacity of the site staff to fulfill that role including, the impact on their personal safety/comfort, their schedule/hours and the flexibility within that if a time shift is needed, as well as the training and support that would be required for a transition to in-person from fully remote.

Allendale ENROLLMENT PROCESS AND TIMELINE: 2021-2022 School Year

	Timeline	After School Enrollment Steps/Process	Individual(s) responsible
1	April 19 to May 29, 2021	Current participants will be called by the after school program staff to re-enroll for the 2021-2022 school year.	Site Coordinator Program Manager Program Leaders Program Assistant
2	August (early) 2021	Summer mailing to interested/referred families	Site Coordinator
3	August (late) 2021	Mandatory family orientation Families sign Family Handbook After school program begins on the 1st day of school, with enrollment at a minimum 75% capacity.	Site Coordinator Assistant
4	August 2021	Enrollment for After School Program will restore, new students will start program on August 24th	Site Coordinator Assistant
5	August-September 2021	New school year enrollment of families for remaining program slots. Remaining program slots will be filled by September 2020. Program will maintain a waitlist after program slots are filled.	Site coordinator Assistant Support from: Teacher Referrals, Principal/Quality Support Coach
5	September 2021-May 2022	Continued recruitment of students, via waitlist or referrals, to fill any vacancies during the school year (except for slots reserved for transitional students). Student who are on the waitlist wild be contacted at the end of each trimesters by Afterschool Program coordinator or Assistant.	Site coordinator Assistant Support from: Teacher Referrals, Principal Quality Support Coach
,	September 2021- May 2022	114 students are enrolled into program on a first come, first serve basis and Girls Inc. Prioritizes students as follow: Returning student and siblings Students that need literacy support Teacher/COST/Admin recommendation: transitional youth, ELL, Chronic absenteeism, social emotional support Case by Case based on principal recommendation	Site coordinator Assistant

Allendale Elementary Daily Bell Schedule 2021-2022

7:45 Doors Open

8:00 Breakfast is served

8:27 Warning Bell Rings

8:30 School Begins

10:00 Primary Recess (15 Minutes Grades TK, K, 1, 2)

10:30 Upper Grade Recess (15 Minutes, Grades 3, 4, 5)

Lunch

<u>TK/K</u>

11:30-11:50 Cafeteria

11:55-12:10 Playground

1/2/SDC

11:30-11:45 Playground

11:50-12:10 Cafeteria

3rd Grade

12:10-12:30 Cafeteria

12:35-12:50 Playground

4th and 5th Grade

12:15-12:30 Playground

12:35-12:50 Cafeteria

1:20 Dismissal on Minimum Day

2:45 Dismissal

10 × -			Which required CDE component does this activity meet?	Explain how the activity is meeting CDE requirements. How are you ensuring it is high-quality?
Program Title 1 GIRLStart k/1	Description	Staff	Use drop dawn menu	n a nigradowy:
	GRUStart will be provided for two groups of k-bit grade gets, who will participate in Road Alouds and insertional Anomaton a chivites, Phanemic Awareness and Phonics instruction, independent reading and fluency activities;	Aliya Robin	Educational and Literacy Component	Our academic hour will provide one hour daily of litency intervention to inter- tituterin read-rg litevits as measured by SRI. Students engages with Common Generalizents (charady response), and charady offened literation of the engages of the students and the student of the student of the engages of the students are also held accountable to their programs through personal dearming (or the upper grades and SRPS Systematic Information on Phonologies Americanse, Prenice, and Sight Wardal Just the spronger grades. Daily Iteracy and the students and the students and the student of participant's provide strategies to appoint the development of participant's provide students and built self-immangement.
2 GIRLStart 2/3	GIRLStart vill be provided for two groups of fo-3rd grade girls, who will participate in Read Alouds and intentional extension activities, Phonemic Awareness and Phonics instruction, independent reading and fluence activities.	TBD	Educationel and Literacy Component	
	fluency activities,			One acatemis hour will provide one hour doily of literacy intervention to index student meding levels as measured by SII. Students engage with Common Core-aligned, culturally response, and data-indirand literacy activities to meets. Students are slow held accountable to they program broad hours hereing for the upper grades and SIPE Systematic Transition in Phenologic Americans, Phone, and Sign Wood) for the younge grades, Dak Jitteracy and the program of the student of the student program. The students are deline provide graduational student program broads built for the solution of the student accountable to they program broads built intervi- and the students and student accountable to the student program. The students are student accountable to the student accountable to the student program. The student student was the student accountable to the student accountable to the student student was the positive make and Duild solf-avarences and self-mangement.
3 BoySOAR k/1 and 2/3	Bog/SUR/will be provided for two groups of k-3rd grade boys, who will participate in Read Alouds and instantional source on a structure, thronomic Awareness and Phonics instruction, independent reading and fluency activities	TED	Educational and Literacy Component	Our accidence from will provide one hour dialy of (acces), antervention to increase statement nearing leaves as measured by SRI. Students anguings neutric Connersion Conselligents Claritative responses, and dialay informed leaves and acceleration provide targeted support that meet their individual literacy and scalar-enrolling meases. Students are also held accountable to taking integration to the provide charanterises, Private and SIPPS (Systematic Instruction in Phonologic Anartimese, Private, and Sight Yoon). In the younge grades, Daily literacy anartimese, Private and Sight Yoon). In the younge grades, Daily literacy advises, providing opportunities to strengthen pees and soluti relationships, side providing opportunities to strengthen pees and soluti relationships, side
4 TEAM 4/5 Boys	YEAM (Together Empowered and Academically Motivated) will be provided for two a group of 4th-Stn	Shabnam Shamsuddin	Educational and Literacy Component	
	grader boy, whe will participate in activities including Book Clube with Academic Document and total exercision activities, and participation and and participation of complex text using North Club and Club exercision activities, and the second sec	n 2000 r. et al anna cuire a 6 de si		Our activitient from will provide one hour daily of freezely intervention to increase tradient material planets as massaure by SSL Subschneine engine over Conner von One-alignets, claurally response, and claural indication dans daily and the provide lagetest support harm met their indicates all frances and sectors and provide lagetest support harm met their indicates all frances and sectors and provide lagetest support harm met their indicates all frances and provide lagetest support harmonic theory indicates and the sectors of the observa- tioning for the upper grades and SSTE Systematic frances in the observa- tioning for the upper grades and SSTE Systematic frances. Daily filteracy Assessments, Phones, and Sight Wordb for the parager grades. Daily filteracy daily, providing composituation to emprise prevale and the tab provide table positive miss and build self-overtries and self-management.
5 TEAM 4/3 Girls	TESM (Together Empowered and Academically Matiweted) will be provided for two a group of ken-5th ronder spike view improvident and and the studies in the spike of the spike	Adia Mathews	Educational and Literacy Component	Our scademin hour will provide one hour statly of literacy intervention to increa trackent marking list will be provided one hour statly of literacy intervention constraints and the status of the status of the status of the status provide targeted support that meet their individual literacy and scade-kerotion meets. Stateff are also will account action and any status of the status provide targeted support that meet their individual literacy and scade-kerotion meets. Stateff are also will account account and the state of the state state of the state of the state of the state of the state of the state water ways. Provide a strategies to support the development of participancy activates how individual strategies to strate prime the state of the state of the submitter mide and board strategies to strate state in a status relations, take providing opportunities to strate state and state intervent.

Allendale Program Schedule 2021-22

Page 1 of 6

Allendale Program Schedule 2021-22

6	S Clubs	Clubb includes handson enrichment and/or Community Building activities selected by instructure. (6 groups, 1/week for 75m, gender specific, grades in-5)	Vanessa Davreson/ Asia Mathews/ Aliya Robin/ Shabnam Shamsuddin	Educational Enrichment/Physical Activity	As an additional choice-based sencitoment opportunity, clubs account as will give youth the opportunity to explore diverge, engaging, collutally and developmentally appropriate activities resegnativity and development principals to meet physical, social and cognitive needs.
7	Recreation-Structured Play (1- 5)	During necessation, youth will be participane in 30 minutes of structured physical activity based on yourn interest.	All Staff	Physical Activity	Sinutured econotion will occur near the start of program and facilitation will each provide sponse and times activities that students will note on and relate every 57 week Youth will be approximately approximately and the student give them access to both toadicanal spons/activities into it activities that we will an activities that they would not normally have access to or opportunities in whech to participate.
8	Hamework (1-5)	During homework, youth will receive 3045 minutes of structured homework support.	All Staff	Educational and Literacy Component	Daily homework support will infused strategies to support the academic development of participants while, providing opportunities to build self- awareness and self-management in an academic environment.
	-				
				-	
				-	

(**x**)

Page 2 of 6

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 participate in the 2021-2022 After-School Program.

Name of School:			
Student's Name		Grade	Date of Birth
Parent/Guardian Name (Please print)	Signature	· · · · · · · · · · · · · · · · · · ·	Today's Date
Home Address	City	Zip	
Home Phone	Work Phone	Cell Phone	
EMERGENCY CONTACT INFOR In case of emergency, please contact:	MATION		
Name Re	lationship	Phone: wo	rk/home/cell
Name Re	Relationship		rk/home/cell
Does your child have health coverage?	Yes	No	
Name of Medical Insurance Po	licy/ Insurance #	Primary Insured's	Name
Email	Email	_	
I authorize After-School Program Staf may be necessary for my child during	f to furnish and/or obta the After-School Progra	in emergency medic am.	al treatment which

Parent/Guardian Name

Signature

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.

\checkmark

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 <u>every day</u> <u>until 6pm, for a total of 15 hours per week</u>.
- Middle School students who participate in the After-School program <u>at least 3 days per week</u> 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 <u>6:00 p.m.</u> Students will not be released to go home from the After-School Program until they are signed out by the parent/guardian or one of the individuals listed below unless parent/guardian has completed and returned a Waiver of Pick Up Policy:

V

Parent/Guardian Signature

Date

When I am unable to pick my child up, I give After-School Program staff permission to release my child to:

Name/Relationship

Phone Numbers: Home/Work/Cell

Name/Relationship

Phone Numbers: Home/Work/Cell

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

PERMISSION TO EVALUATE PROGRAMS AND TRACK STUDENT PROGRESS

For the 2021-2022 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.

				I
Ľ			1	ł
L	Y	9	١.	f
	í	٩	١	İ

Parent/Guardian/Caretaker Signature

Date

PHOTO/VIDEO RELEASE

During your child's attendance in the After-School Program, s/he may participate in an activity that is being photographed or videotaped; these photographs/video recordings may be used for promotional purposes.

My child _____may ____may not

be photographed/videotaped by the After-School program for promotional purposes.

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



Parent/Guardian Signature

Date

SPECIAL NOTE REGARDING PROGRAM FEES

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

EARLY RELEASE WAIVER (OPTIONAL)

ELEMENTARY AND MIDDLE SCHOOL STUDENTS

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

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

Based on the OUSD Early Release Policy, families can request Early Release of their child from the After-School Program for any of the following reasons:

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

School Site: _____

Name of Program: _____

Name of Student: _____

Grade: _____

I request early release of my child from the After-School Program at ______ o'clock p.m. (Please check reason)

l am concerned for my child's safety in returning home by him/herself after dark.

Lam unavailable to pick my child up after this time.

Other: ______

I hereby release and discharge the Oakland Unified School District and its officers, employees, agents and volunteers from all claims for injury, illness, death, loss or damage arising from my child's early release from the After-School Program.

 \checkmark

Parent/Guardian Signature

Date

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

FOR STUDENTS AGES 12 AND OLDER ONLY

School Site:

Name of Program: ______Name of Student: _____

Grade: _____

Date of Birth of Student: _____

If I arrive, later than the dismissal time or am unable to pick up my child at the end of the After-School Program:

□ I give the After-School Program staff permission to release my child from the After-School Program without supervision.

I hereby release and discharge the Oakland Unified School District and its officers, employees, agents, and volunteers from all claims for injury, illness, death, loss or damage arising from the release of my child without supervision if I arrive later than dismissal time or am unable to pick up my child at the end of the After-School Program day.

 \checkmark

Parent/Guardian/Caretaker Signature

Date

After-School Programs, 2021-2022

AFTER-SCHOOLPROGRAM NAME:					
AFTER-SCHOOLPROGRAM NAME:					
STUDENT HEALTH FORM STUDENT INFORMATION					
tudent's Name Date of Birth					
Grade in 2021-22	Language spoken in the home				
PADENT/CHADDIAN INFORMATION					
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	elephone				
1	elephone				
EMERGENCY					
In case of emergency, please contact:					
Name: Rel	ationship to student:				
Phone Number:					
HEALTH					
Please check if your child has any of these Healt	h Conditions and requires management after school:				
HEALTH CONDITION	MEDICATION				
Severe Allergy to:	□ Student has EpiPen® at school				
Asthma	□ Student has inhaler at school				
Diabetes	Student has medication at school				
□ Seizures	□ Student has medication at school				
Sickle Cell Anemia	□ Student has medication at school				
Cystic Fibrosis	□ Student has medication at school				
Other conditions:	□ Student has medication at school				

Medical History that may be of importance _____ List any Allergies: Medications needed during the school day: Medications needed After-School hours:

SPECIAL INSTRUCTIONS

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

See your School Nurse/Health Services for more information.

AUTHORIZATION TO TREAT MINOR

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

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

Date:	Parent/Guardian Signature:
Print Name:	
Does your child have vision problems	?
Have you ever been notified that you	r child has difficulty seeing?
Is your child supposed to wear glasses	s?

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

Exhibit D

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

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

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

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

)

- □ Fall Semester- August 9, 2021 to December 17, 2021
- □ Spring Semester- January 3, 2022 to May 26, 2022
- Summer Program (Specify dates: ______ to ______

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

Site Coordinator Signature	Date	
Lead Agency Director Signature	Date	
Site Administrator Signature	Date	

Exhibit E

EAST BAY REGIONAL PARK DISTRICT

WAIVER AND RELEASE OF LIABILITY AND INDEMNITY AGREEMENT

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

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

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

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

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

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

Date:

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

EBRPD Waiver - Swim Use

Rev. 3/09

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

OAKLAND UNIFIED SCHOOL DISTRICT AND ______ 20___20___ MIDDLE SCHOOL SPORTS LEAGUE ACTIVITIES

RELEASE OF LIABILITY AND ASSUMPTION OF RISK

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

- 1. I am familiar with the Middle School Sports League Activities and facility rules and agree that I and my child will follow them. I understand that the recreational activities or use of the facilities or equipment carries inherent risks which cannot be eliminated regardless of the presence of coaches or other care taken to avoid injury. I understand that, in the event that a Middle School Sports League school site is closed for any emergency reason (including but not limited to reasons related to COVID-19), the Middle School Sports League shall provide physical programming remotely, rather than in-person at the school site, and that this remote physical activity likewise carries inherent risks. I understand that OUSD and ______ are not responsible for loss, damage, illness, or injury, or death, to person or property as a result of use of the facilities or equipment or participation in the Middle School Sports League activities (including remote physical activity) offered after school and on designated weekend days as scheduled.
- 2. As parent/guardian, I certify that my child is physically fit and medically able to participate in the Middle School Sports League activities and that parent/guardians have not been advised otherwise by a qualified medical person. I authorize OUSD, ______, or Middle School Sports League staff to furnish and/or obtain emergency medical treatment which may be necessary for me or my child during Middle School Sports League activities. Participant and/or parent/guardian agree to pay all costs associated with medical care and transportation for the participant as provided by law.
- 3. As parent/guardian, I have reviewed the schedule(s) for Middle School Sports League activities and understand that weather permitting the Middle School Sports League activities generally run after school and on designated weekend days of each month as scheduled. Parent/Guardians understand that they are responsible for transporting their child/children and picking up their children promptly at the end of the program and that there is no OUSD or ______ supervision for children after the Middle School Sports League program ends.
- 4. I agree as an adult participant, or the Parent/Guardian of a minor participant, to grant the right and permission to photograph and/or record me or my child/ward in connection with Middle School Sports League and to use the photograph and/or recording for all purposes.

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

SIGNATURE

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

Participant Name (print)

Grade

Date of Birth

Today's Date _____

School

OAKLAND UNIFIED SCHOOL DISTRICT AND ______ 20___20___ MIDDLE SCHOOL SPORTS LEAGUE ACTIVITIES

Participant Name (print)	Grade	Date of Birth
School		
Home Address	City	Zip
Home Phone Work Phone	Cell Phone	Email Address
In case of emergency please contact:		
Name Relationshi	ip	Phone: work/home/cell
<u> If the Participant Is A Minor (under age 1</u>	<u>8):</u>	
Print name of Parent or Legal Guardian of Mind	or	
Home Address	City	Zip
Home Phone Work Phone	Cell Phone	Email Address
SIGNATURE (Participant or Parent/Legal Guardian if u	under age of 18)	Today's Date
Student Participant Health Conditions	inder age of 18)	
□ Severe Allergy to: □ Asthma □ Student has an inhaler at schoo □ Diabetes □ Student has medication at schoo □ Seizures □ Student has medication at schoo	l ol	Student has an Epi-pen at school
 Sickle Cell Anemia Student has medication Other condition(s):	on at school	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: ______ (COMPLETE INFORMATION ON BOTH SIDES)

_____ Subscriber/Policy No. _____



INVOICING AND STAFF QUALIFICATIONS FORM

2021-2022

Basic Directions

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

1. Employee, agent or subcontractor name.

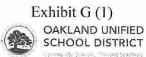
2. ATI #. This is the fingerprint clearance number assigned by the Department of Justice.

Current TB Clearance. Current means within the last 4 years. This documentation should be maintained in Lead Agency files and copies must be upload to the Google Folder.
 IA Requirement. No Child Left Behind Law requires that any staff who diverses that any

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.

ncy Information	
Agency's Contact Person Contact Phone	
	Contact Person

ATI #	Current TB Clearance Documentation on File	IA Requirement Documentation on File
	Yes No	Yes No
		Documentation on File Yes Yes



PROCEDURE FOR INVOICING Oakland Unified School District Comprehensive After School Programs 2021-2022

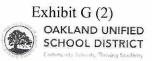
The following procedures are required in submitting invoices that utilize 21st Century and/or ASES funding:

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

Invoices due to our office by 5:00 pm on:	Accounts Payable checks to be mailed on:		
August 10, 2021	August 25, 2021		
September 10, 2021	September 22, 2021		
October 11, 2021	October 23, 2021		
November 10, 2021	November 20, 2021		
December 10, 2021	December 21, 2021		
January 10, 2022	January 25, 2022		
February 10, 2022	February 26, 2022		
March 10, 2022	March 23, 2022		
April 11, 2022	April 30, 2022		
May 10, 2022	May 28, 2022		
June 10, 2022 for May invoices	June 25, 2022		
June 15, 2022 for Final Billing	TBD		

The tentative schedule for OUSD payments is anticipated as follows:

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 2021-2022

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

Paying OUSD Certificated Employees (Teachers)

- Academic Liaisons and Extended Contract teachers should submit a "Request for Extended Contract" IN ADVANCE to approve all projected work to be completed, using appropriate Budget string (Object Code usually -1120 or -1122)
- The FIRST submission of the 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 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 Extended Contracts and Time Sheets <u>must be submitted to the OUSD After School Programs Office</u> in order to be processed and paid. We are located at 1000 Broadway, Suite 150.
- Union Contract rate for teachers on extended contracts is \$38.50/hr.
- ٠
- Once the Request for Extended Contract has been submitted and approved, only timesheets are required to be submitted for subsequent payments.

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 30, 2021	October 31, 2021			
October 31, 2021	November 30, 2021			
November 30, 2021	December 22, 2021			
December 22, 2021	January 31, 2022			
January 31, 2022	February 28, 2022			
February 28, 2022	March 31, 2022			
March 31, 2022	April 30, 2022			
April 30, 2022	May 31, 2022			
May 31, 2022	June 30, 2022			

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 2021-2022

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 After School Programs Office at 1000 Broadway, Suite 150.
- ◆ All SSO ET/OT forms must be submitted to the SSO Office at <u>1000 Broadway</u>, Suite 150.
- Any other ET/OT forms for 21st Century and ASES classified staff must be delivered to After School Programs Office in order to be processed and paid. Please see payment schedule in chart below. <u>Forms</u> <u>that are submitted after the due dates listed below will be paid on the following Payroll Issue Date</u>. We are located at 1000 Broadway, Suite 150.
- <u>Rate varies depending on employee's hourly rate</u>

ET/OT Forms Due to After School Programs Office on the following anticipated dates:	OUSD Anticipated Payroll Issue Dates
September 15, 2021	September 29, 2021
September 29, 2021	October 12, 2021
October 12, 2021	October 29, 2021
October 29, 2021	November 15, 2021
November 15, 2021	November 30, 2021
November 30, 2021	December 15, 2021
December 15, 2021	December 29, 2021
December 22, 2021	January 12, 2022
January 12, 2022	January 31, 2022
January 31, 2022	February 15, 2022
February 15, 2022	February 28, 2022
February 28, 2022	March 15, 2022
March 15, 2022	March 31, 2022
March 31, 2022	April 15, 2022
April 15, 2022	April 29, 2022
April 29, 2022	May 13, 2022
May 13, 2022	May 31, 2022
May 31, 2022	June 15, 2022
June 15, 2022	June 29, 2022

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

INSERT HERE

Client#: 428018 GIRLSINC2 CERTIFICATE OF LIABILITY INSURANCE

-

-

5

-			CATE OF LIAB			Server Commence of the server	7/02	12020
	THIS CERTIFICATE IS ISSUED AS A M CERTIFICATE DOES NOT AFFIRMATIN BELOW. THIS CERTIFICATE OF INSUF REPRESENTATIVE OF PRODUCED A	ELY O	IR NEGATIVELY AMEND FY	TEND OD AI TED T	LE COMEDA	OF AFFORDED BUTT	-	
1	REPRESENTATIVE OR PRODUCER, A MPORTANT: If the certificate holder is f SUBPOGATION IS WAINED evident		E GERTIFICATE MULUER.					
	f SUBROGATION IS WAIVED, subject his certificate does not confer any rig	то тла 1	corres and conditions of the r	solicy contain nails	A PROPERTY AND	L INSURED provisions uire an endorsement. A	or be ei Statem	ndorsed. Ient on
PRO	DUGER			CONTACT Felicia				
	irsh & McLennan Agency LLC irsh & McLennan ins Agency LLC			PHONE (A/C, No, Ext): 925 48	32-9300	FAX (A/C. No	925 4	82-9390
	40 Treat Blvd #250			E-MAIL ADDRESS: felicia.n				
and the second	alnut Creek, CA 94597				INSURER(S) A	FORDING COVERAGE		NAIC #
-	URED			INSURER A : Hanover	American In	surance Company		36064
	Giris inc of Alameda Cour	itv		INSURER B : Hanovar	ALCONDUCT DATE OF ALCONDUCT			22292
	510 16th Street		-	INSURER C ; Everest	Premier Insur	rance Company		16045
	Oakland, CA 94612		-	INSURER D ; Allmeric	a Financial B	enefit Insurance		41840
			t t	INSURER E :				
CO	VERAGES CER	TIFICA	TE NUMBER:	INSURER F :		PEOLON NUMBER	-	
Т	HIS IS TO CERTIFY THAT THE POLICIES	OF IN	SURANCE LISTED BELOW HAV	E BEEN ISSUED TO		REVISION NUMBER:		VERIOD
C	ERTIFICATE MAY BE ISSUED OR MAY F XCLUSIONS AND CONDITIONS OF SUCH	POLIC	I, THE INSURANCE AFFORDED IS. LIMITS SHOWN MAY HAV	ANY CONTRACT O	R OTHER DO	CUMENT WITH RESPECT		
	TYPE OF INSURANCE	ADDL 54	BR	POLICY EFF (MM/DO/YYYY)	POLICY EXP	LIMI	18	
A	X COMMERCIAL GENERAL LIABILITY	X	ZBFD96424401			EACH OCCURRENCE	\$1.00	0.000
	CLAIMS-MADE X OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,00	0,000
						MED EXP (Any one person)	s10,0	00
	GEN'L AGGREGATE LIMIT APPLIES PER:					PERSONAL & ADV INJURY	\$1,00	0,000
	V PRO-					GENERAL AGGREGATE	\$3,00	
_	OTHER:					PRODUCTS - COMP/OP AGG	sinci \$	bed
D	AUTOMOBILE LIABILITY		AWFD96424101	07/01/2020	07/01/2021	COMBINED SINGLE LIMIT (Ea accident)	\$1,00	0,000
	X ANY AUTO OWNED AUTOS ONLY AUTOS					BODILY INJURY (Per person)	\$	
	X AUTOS ONLY AUTOS AUTOS ONLY X AUTOS ONLY					BODILY INJURY (Per accident)	\$	
	AUTOS ONLY AUTOS ONLY					PROPERTY DAMAGE (Per accident)	\$	
B	X UMBRELLA LIAB X GCCUR		D96424500	07/0/ 0000			\$	A. 1999
	EXCESS LIAB CLAIMS-MADE		1/30-12-1000	0//01/2020	07/01/2021	EACH OCCURRENCE	\$5,00	
	DED X RETENTION SU					AGGREGATE	\$5,00	<u>,000</u>
C	WORKERS COMPENSATION		CA10002249201	07/01/2020	07/01/2021	X PER OTH	\$	
	ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A				E.L. EACH ACCIDENT	\$1,000	0.000
	(Mandatory In NH)	M/A				E.L. DISEASE - EA EMPLOYEE		20 (1999) (1991)
-	DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	s1,000	0,000
A	Professional Liab		ZBFD96424401	07/01/2020	07/01/2021	\$1,000,000 Per Occ.		
						\$3,000,000 Aggrega	ite	
RE.	CRIPTION OF OPERATIONS / LOCATIONS / VEHIC Counseling Services at Youth Er ditional Insured (Gen. Liab.), per t	npowe	erment School. Oakland U	e, may be attached if mo Inified School Di	re space is requi strict is inc	nad) Iuded as		
CEF	TIFICATE HOLDER			CANCELLATION				
	Oakland Unified School I	Distric		SHOULD ANY OF T		SCRIBED POLICIES BE CA REOF, NOTICE WILL B		DBEFORE
	Attn: Risk Management 900 High Street		L	ACCORDANCE WI	TH THE POL	ICY PROVISIONS.	e Deru	FERED IN
Oakland, CA 94601-0000 Authorized Representative								
				Enda				
				© 1	968-2015 AC	ORD CORPORATION.	All right	s reserved.

ACORD 25 (2016/03) 1 of 1 The ACORD name and logo are registered marks of ACORD #S4925099/M4922300 POLICY #: ZBFD96424401

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY BROADENING ENDORSEMENT

SUMMARY OF COVERAGES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

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

1. Additional insured by Contract, Agreement or Permit

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

Additional Insured by Contract, Agreement or Permit

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

421-2915 06 15

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

Page 1 of 4

n

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

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" or the offense which caused the "personal and advertising injury" involved the rendering of or failure to render any professional services by or for you.

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

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

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

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

2. Additional Insured – Primary and Non-Contributory

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

Additional Insured – Primary and Non-Contributory

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

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

a. Primary Insurance

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

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

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

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

421-2915 06 15

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

Page 2 of 4

b. Excess Insurance

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

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

c. Method Of Sharing

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

3. Blanket Waiver of Subrogation

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

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

4. Bodily Injury Redefined

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

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

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

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

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

421-2915 06 15

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

Page 3 of 4

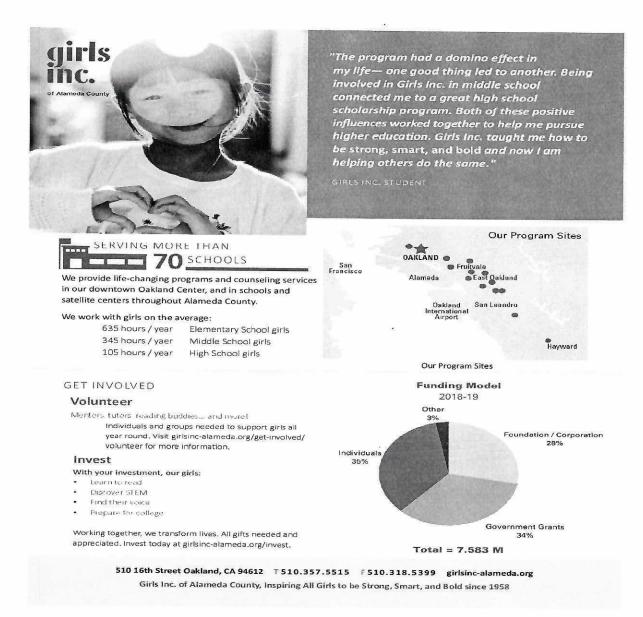
Exhibit I

Statement of Qualifications

INSERT HERE

8







April 16, 2021

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

To Whom It May Concern,

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

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

Best regards,

Why

Julayne Virgil Chief Executive Officer jvirgil@girlsinc-alameda.org 510-537-5515 ext. 224

EXHIBIT J

Agreement to Allow Distinct & Separate Employment by OUSD and AGENCY

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

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

this Agreement. Notwithstanding, EMPLOYEE understands and agrees personnel information may be exchanged between OUSD and AGENCY.

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

OAKLAND UNIFIED SCHOOL DISTRICT

- □ President, Board of Education
- □ Superintendent or Designee

Secretary, Board of Education

AGENCY

EMPLOYEE

	SAM Search Results ist of records matching your searc arch Term : girls inc. of alameda Record Status: Active	
ENTITY Girls Inc Of Ala	meda County	Status: Active
DUNS: 081846545 +4:	CAGE Code:	5H7C9 DoDAAC:
Expiration Date: 09/10/2021	Has Active Exclusion?: No	Debt Subject to Offset?: No
Address: 510 16TH ST STE 10 City: OAKLAND ZIP Code: 94612-1520	State/Provinc	e: CALIFORNIA TED STATES



MEMORANDUM OF UNDERSTANDING ROUTING FORM 2021-2022

Basic Directions

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

1. Contractor and OUSD Administrator reach agreement about scope of work and compensation.

- 2. Contractor and OUSD Administrator agreed upon terms are reflected in the Memorandum of Understanding.
- 3. OUSD Administrator verifies contractor does not appear on the Excluded Parties List.
- 4. OUSD contract originator creates the requisition on Escape.

			Agency	y Information	AND REAL PROPERTY.			
Agency Name	Girls In	nc. of Alan	neda County	Agency's Contact Pe	erson	Julayne	Virgil	
Street Address	510 16th	n Street		Title		Chief Ex	ecutive	officer
City	Oakland			Telephone	1	(510) 35	7-5515	
State	CA	Zip Code	94612	Email		jvirgil@	girlsin	c-alameda.org
OUSD Vendor Number	001841							
Anticipated Start Date	C 2021-08-	Progra Printou (www. ompensatio	sam.gov/portal/publi	d Budget or does not appear o		elines	98726.	.00
Deserves #				Information				
Resource #	Resource	Name		Budget #		Amou	unt	Req. #
6010	ASES	0	10-6010-0-1110-4000)-5825-101-1010-155	3-0106-99999	\$ 98726.0	0	21/22 Funds
						\$		21/22 Funds
					ŝ	5		21/22 Funds
					ç	\$		21/22 Funds

	OUSD	Contract Originator Informa	ation			
Name of OUSD Contact	Desiree Miles			e.miles@ousd.org		
Telephone	510-879-2101	Fax				
Site/Dept. Name	Allendale Elementary School	1		5		
		Enrollment Gra		h		
		Routing (in order of appro				
Services cannot be p	rovided before the MOU is fully approved and fore a PO was issued.	d a Purchase Order is issued. S	igning this document affirms that to	your knowledge services		
and the second s						
	ministrator verifies that this vendor does	not appear on the Excluded	Parties List (https://www.sam.g	ov)		
Please sign under the	e appropriate column.	Approved	Denied – Reason	Date		
1. Site Administrate	or	DocuSigned by:				
		4010		5/24/2021		
2. Resource Manag		Docusioned by: Martha Pena		5/26/2021		
	ntendent/Deputy Chief/Exec Dir.	Lakesha Martin		5/27/2021		
1. Cabinet (CAO, S	SBO, CFO)	42DEFD9898334F8. Docusigned by: Sondra anulera		5/27/2021		
5. Board of Educat	ion or Superintendent	B072CB8033AD406				
Procurement	Date Received					
Rev. 5/2018	_lTHIS	FORM IS NOT A CONTRAC	ст			