

Board Office Use: Legislative File Info.			
File ID Number	22-1018		
Introduction Date	5/11/22		
Enactment			
Number	22-0859		
Enactment Date	5-25-2022 CJH		

Board Cover Memorandum

To Board of Education

From Kyla Johnson-Trammell, Superintendent

Sondra Aguilera, Chief Academic Officer

Meeting Date May 11, 2022

Subject Amendment to Memorandum of Understanding 2021-2022

Agreement with Oakland Leaf Foundation

Ask of the Board

X Approve Amendment to Memorandum of Understanding 2021-2022

with Oakland Leaf Foundation

☐ Ratify Amendment to [Type] Agreement with [Vendor]

Background and Recommendatio

In September 2021 the California Department of Education announced funding increases for ASES and 21st Century programs and a new Expanded Learning Opportunities Program to support out-of-school time programs beginning with the 2021-2022 school year. As a result of the funding increases, the per-student-per-day reimbursement rate for ASES and 21st Century Programs has been increased to \$10.18 per student per day.

Vendor will increase compensation for after school staff and will fund Restorative Justice Facilitator position for students in the after school program at EnCompass Academy.

Term Start Date: 8/1/21 End Date: 7/31/22

Not-To-Exceed **Amount**

\$135,430.00

Competitively

Bid

No

If the Service Agreement/Contract was not competitively bid and the not-toexceed amount is more than \$96,700, list the exception(s) that applies (requires Legal review/approval and may require a resolution): [Exception]

In-Kind
Contributions

District staff monitor budgets and grant compliance requirements. District provides space for after school programs.

Funding Source(s)

Resource 6010 – After School Education and Safety Grant in the amount of \$135,430.00

Attachment(s)

- Amendment No. 1, Memorandum of Understanding 2021-2022
- Revised Budget
- Original Memorandum of Understanding 2021-2022, Enactment No. 21-1098

AMENDMENT NO. 1

to

Title of Original Contract/Agreement Memorandum of Understanding 2021-2022

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

- The (Amended) Agreement is between the Oakland Unified School District ("OUSD") and the below named entity or individual ("VENDOR," together with OUSD, "PARTIES"):
 - Full Name of Vendor Oakland Leaf Foundation
- The Parties entered into the Original Agreement on the below date:

 [Enactment Date (June 23, 2021)]
- The Enactment Number of the Original Agreement is below: Enactment No. (21-1098)

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

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

Description of revision(s) to scope of Vendor will increase compensation for after school staff and will fund Restorative Justice Facilitator position for students in the after school program at EnCompass Academy.

2.	Term (duration):	□ I he term of the (Amended) Agreement is <u>unchanged</u>
		☐ The term of the (Amended) Agreement has <u>changed</u> .
		If the term has changed: The parties agree to amend the
		below original End Date of the (Amended) Agreement
		to the below new End Date:
		Original End Date: Original End Date Click or tap to enter a date.
		New End Date: New End Date Click or tap to enter a date.
3.	Compensation:	☐ The not-to-exceed amount in the (Amended)
		Agreement is <u>unchanged</u>
		Agreement has <u>changed</u> . If the not-to-exceed amount
		has changed: The not-to-exceed amount in the
		(Amended) Agreement is amended as follows:
		☑ Increase not-to-exceed amount by:
		\$ Change in NTE Amount (30,433.00).
		☐ Decrease not-to-exceed amount by:
		\$ Change in NTE Amount (Click or tap here to enter text.)
		The new not-to-exceed amount under the
		(Amended) Agreement, as herein amended, is
		\$\text{New Not-to-Exceed Amount (135,430.00)}.
		·

- 4. **COVID-19**: To the extent that the Agreement did not contain the following guarantees, by signing this Amendment, VENDOR agrees that:
 - a. Through its execution of this Amendment, VENDOR declares that it is able to meet its obligations and perform the Services required pursuant to this Amendment in accordance with any shelter-in-place (or similar) order or curfew (or similar) order ("Orders") issued by local or state authorities and with any social distancing/hygiene (or similar) requirements.
 - b. VENDOR agrees to notify OUSD within twelve (12) hours if VENDOR or any employee, subcontractor, agent, or representative of VENDOR tests positive for COVID-19, shows or reports symptoms consistent with COVID-19, or reports to VENDOR possible COVID-19 exposure.
 - c. VENDOR agrees to immediately adhere to and follow any OUSD directives regards health and safety protocols including, but not limited to, providing OUSD with information regarding possible exposure of

- OUSD employees to VENDOR or any employee, subcontractor, agent, or representative of VENDOR and information necessary to perform contact tracing, as well as complying with any OUSD testing and vaccination requirements.
- d. VENDOR shall bear all costs of compliance with this Paragraph.
- 5. **Remaining Provisions**: All other provisions of the (Amended) Agreement remain unchanged and in full force and effect as originally stated.
- 6. **Amendment Publicly Posted**. This Amendment, its contents, and all incorporated documents are public documents and will be made available by OUSD to the public online via the Internet.
- 7. Signature Authority.
 - a. Each PARTY has the full power and authority to enter into and perform this Amendment, and the person(s) signing this Amendment on behalf of each PARTY has been given the proper authority and empowered to enter into this Amendment.
 - b. Notwithstanding subparagraph (a), only the Superintendent, Chiefs, Deputy Chiefs, and the General Counsel has authority to sign contracts for OUSD and only under limited circumstances, which required ratification by the OUSD Governing Board. VENDOR agrees not to accept the signature of another other OUSD employee as having the proper authority and empowered to enter into this Amendment or as legally binding in any way.
- 8. Amendment Contingent on Governing Board Approval. OUSD shall not be bound by the terms of this Amendment unless and until it has been (i) formally approved by OUSD's Governing Board or (ii) validly and properly executed by the OUSD Superintendent, the General Counsel, or a Chief or Deputy Chief authorized by the Education Code or Board Policy, and no payment shall be owed or made to VENDOR absent such formal approval or valid and proper execution.

REST OF PAGE IS INTENTIONALLY LEFT BLANK

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

VENDOR

Name: Melissa Mendez Ochoa Signature: Mulissa Mundun Odusa

Position: Executive Director Date: 4/14/2022

One of the terms and conditions to which VENDOR agrees by its signature is subparagraph (e) of Paragraph 8 (Compensation), which states that VENDOR acknowledges and agrees not to expect or demand payment for any Services performed prior to the PARTIES, particularly OUSD, validly and properly executing this Agreement until this Agreement is validly and properly executed and shall not rely on verbal or written communication from any individual, other than the President of the OUSD Governing Board, the OUSD Superintendent, or the OUSD General Counsel, stating that OUSD has validly and properly executed this Agreement. VENDOR specifically acknowledges and agrees to this term/condition on the above date.

002D	OUSL
------	------

Name: Sondra Aguilera	Signature:	Sondra aguilera
Position: Chief Academic Officer	Date:	4/14/2022
☐ Board President		
☐ Superintendent		
□ Chief/Deputy Chief/Exe	cutive Director	
Name: <u>Kyla Johnson-Trammell</u>	Signature: _	Top of the same

Date: 5-26-2022

Template approved as to form by OUSD Office of the General Counsel.

Position: Secretary, Board of Education

2021-22 AFTER SCHOOL BUDGET PLANNING SPREADSHEET

Site				OFCY	Other
Name:	EnCompass Academy		ASE	S Match Funds	Lead
Site #:	181	%	Resource 6010, Progran		Agency
Average a	# of students to be served daily (A 83.29		OUSD Lea	d Lead	Lead
Werage			Agend		Agency
	TOTAL GRANT AWARD		152,612.13	77600	63025.45
	OUSD Indirect (5.00%)		7,267.24		
	OUSD ASPO admin, evaluation, and training/t		9,508.54		
	Custodial Staffing and Supplies at 3.5%		4,754.27		
	21/22 Carryover		13733		
	TOTAL SITE ALLOCATION		144,815.07		
1120	Quality Support Coach/Academic Liaison		2500		
1120	Certificated Teacher Extended Contracts- mai		0		
1120	Certificated Teacher Extended Contracts- ELL		O O		
1120	Certificated Teacher Extended Contracts- mar				
	Total certificated		2500	0	0
2205	Site Coordinator (list here, if district employe		0		0
2220	SSO (optional)		4900		
			0		
	Total classified			0 0	0
3000's	Employee Benefits for Certificated Teachers of		612.50		
3000's	Employee Benefits for Classified Staff on Extr		1372		
3000's	Employee Benefits for Salaried Employees (be		0		
3000's	Lead Agency benefits (rate: 25%)			0	
	Total benefits		1,984.50	0 0	0
4310	Supplies		0		4546.54
4310	Curriculum		0		4340.34
5829	Field Trips		0		0
					J

4420	Equipment (including computers - OUSD only		0			10000
	Bus tickets for students					
	Professional Development for Site Staff Total books and supplies		0	500 500	0	14546.54
	Total books and supplies		U	300	U	14340.34
5825	Program Director		0	0	6776.29	
5825	Program Manager (1 staff * \$25.75/hr * 40hr			49592.5	9659	
5825	Program Assistant (1 staff * \$20/hr *30 hrs/w				31044.13	
5825	Program Instructor (1 staff * \$18/hr * 21.5 hr			19746.41		
5825	Program Instructor (1 staff * \$20.94/hr * 20 h			21680.28	452.28	
5825	Program Instructor (1 staff * \$18.50/hr * 21.5			14166.69		FC00 71
5825 5825	Restorative Justice Facilitator (1 staff * \$19/h Girls Inc. Of Alameda County			19625.09 475.79	22500	5609.71 7024.21
5825	America Scores			6000	22300	7024.21
5825				0000		
5825						
5825						
5825						
5825						
	Total services		0	131286.76	70431.7	12633.92
						0
	Total value of in-kind direct services					0
	Lead Agency admin (4% max of total contract			3,643.81	9658.3	35844.99
	Subtotals DIRECT SERVICE	86.24	11.666.55	131786.76	70431.7	27180.46
	Subtotals Admin/Indirect	13.76	19,248.01	3,643.81	9658.3	35844.99
	Total budgeted per column		30,914.56	135,430.57	80090	63025.45

Total BUDGETED	100.00	166 245 12	20000	63025.45
	100.00	166,345.13	80090	63025.45
BALANCE remaining to allocate		0.00	-2490	
TOTAL GRANT AWARD/ALLOCATION TO SIT	I	166,345.13		
ASES MATCH REQUIREMENT:				
ASES requires a 3:1 match for every grant award dollar				
Total Match amount required for this grant:		50,870.71		
Facilities count toward 25% of this match requirement:		12,717.68		
Remaining match amount required:		38,153.03		
Match should be met by combined OFCY funds, other s	;	140625.45		
Total Match amount left to meet:	<u> </u>	102,472.42		

Required Signatures for Budget Approval:

Principal: Lead Agency

Board Office Use: Leg	gislative File Info.
File ID Number	21-1285
Introduction Date	6/23/21
Enactment Number	21-1098
Enactment Date	6/23/2021 lf



Board Cover Memorandum

To

Board of Education

From

Kyla Johnson-Trammell, Superintendent Sondra Aguilera, Chief Academic Officer

Meeting Date

June 23, 2021

Subject

Memorandum of Understanding 2021-2022 - Oakland Leaf Foundation - After

School Program – EnCompass Academy

Ask of the Board

Approval by the Board of Education of Memorandum of Understanding 2021-2022 between the District and Oakland Leaf Foundation, 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 EnCompass Academy's comprehensive After School Program, for the period of August 1, 2021 through July 31, 2022, in an amount

not to exceed \$104,997.00.

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

\$104,997.00

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

Oakland Leaf Foundation

- 1. Intent. This Memorandum of Understanding ("MOU") establishes the Oakland Unified School District's ("OUSD") intent, contingent upon OUSD's receipt of California Department of Education and/or U.S. Department of Education after school grant funds, to contract with Oakland Leaf Foundation ("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 181 EnCompass Academy 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 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 Oakland Leaf Foundation Is \$ 104997.00 ... 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 administrative activities that are necessary for the general operation of the agency, but that cannot be tied to the ASESP and 21st CCLC programs.
- 4.5. Program Budget. The grant will remain as part of the site budget. Funds will be encumbered from the site budget on behalf of AGENCY for the school year 2021-2022 and will not exceed \$ 104997.00 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 181 EnCompass Academy , 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.

 - 5.1.2. 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 TK through 5 grade students at 181 EnCompass Academy , to serve sufficient number of students and run services for a sufficient number of days to earn the full core grant allocation of funding.

5.4. Program Requirements

- 5.4.1. **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 181

 EnCompass Academy . 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 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 181

EnCompass Academy

- OUSD After School Programs Office
- OUSD central administration departments
- Parents/Guardians
- Youth
- Community organizations and public agencies
- 5.10. Licenses. AGENCY shall obtain and keep in force all licenses, permits, and certificates necessary for the performance of this Agreement.
- 5.11. Loss of Standing as Qualified Organization: AGENCY shall insure MOU requirements are met. Failure to do so may result in loss of standing as a qualified organization and/or termination of partnership.
- 6. Field Trip Policy. FIELD TRIPS, OFF SITE EVENTS AND OFF SITE ACTIVITIES:
 - AGENCY shall provide each Site Administrator and the OUSD After School Programs Office
 with a schedule of all after school program field trips and/or off site events and/or off site
 activities by the first day of each semester, and a schedule of all summer field trips and/or off site

- events and activities by the first day of the summer program, if AGENCY is providing summer services ($\mathbf{Exhibit}\ \mathbf{D}$)
- 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 \$104997.00 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 should subcontract all or any portion of the work or activities to be performed under this MOU, AGENCY shall require each subcontractor to indemnify, hold harmless and defend OUSD, its officers, officials, employees, volunteers or agents in accordance with the terms of the preceding paragraph.
- 13. Insurance. Throughout the life of the MOU, AGENCY shall pay for and maintain in full force and effect with an insurance company(s) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A/VII" in Best Insurance Rating Guide, the following policies of insurance and shall require each subcontractor to do the same:
 - 13.1. Commercial General Liability insurance which shall include contractual, products and completed operations, corporal punishment and sexual misconduct and harassment coverage, and bodily injury and property damage liability insurance with combined single limits of not less than \$1,000,000 per occurrence.
 - 13.2. Worker's Compensation insurance, as required by the California Labor Code, with not less than the statutory limits.
 - 13.3. Property and Fire insurance shall provide to protect: Real Property, against risk of direct loss, commonly known as Special Form and Fire Legal Liability, to protect against liability for portions of premises leased or rented; Business Personal Property, to protect on a Broad Form, named peril bases, for all furniture, equipment and supplies of AGENCY. If any OUSD property is leased, rented or borrowed, it shall also be insured the same as real property.

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

- 14. Incorporation of Recitals and Exhibits. The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
- 15. **Counterparts**. This MOU and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
- 16. Program Books and Supplies. Supplies can 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

marboy	6/24/2021
☑ President, Board of Education☐ State Administrator☐ Superintendent	Date
Jof Pf-have	6/24/2021
Secretary, Board of Education	Date
andrea Bustamante	5/21/2021
Executive Director Community Schools and Student Services	Date Dept.
Principal	5/21/2021 Date
Monica Thomas	5/26/2021
Network Superintendent	Date
Sondra Aguilera	5/26/2021
Chief Academic Officer Continuous School Improvement	Date

AGENCY

Mulissa Munder Odusa 5/21/2021
Agency Director Signature Date

Melissa Mendez Ochoa
Print Name, Title

Executive Director

Attachments:

- Exhibit A. Attendance Reporting Schedule
- Exhibit B. Planning Tool/Comprehensive After School Program Budget
- Exhibit C. Enrollment Packet, including Early Release Waiver
- Exhibit D. List of Anticipated Field Trips, Off Site Events and Off Site Activities
- Exhibit E. Waiver for use of East Bay Regional Park District Bodies of Water (Swimming Pools, Lagoons, Shoreline Parks and Lakes) and Related Facilities
- Exhibit E (1) Middle School Sports Release of Liability and Assumption of Risk
- Exhibit F. Invoicing and Staff Qualifications Form
- Exhibit G. Fiscal Procedures and Policies
- Exhibit H. Certificates of Insurance
- Exhibit I. Statement of Qualifications
- Exhibit J. Agreement to Allow Distinct and Separate Employment by OUSD and AGENCY

Legislative File ID: 21-1285

MOU template approved by Office of the General Counsel March 2021

Exhibit A

Attendance Reporting Schedule

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



2021-22 AFTER SCHOOL BUDGET PLANNING SPREADSHEET

ELEMENTARY & MIDDLE SCHOOLS 01.2020

Site Name:	■ EnCompass Academy			ASES	OFCY Match Funds	Other Lead Agency Funds
Site #:	▶181	%	Resource 6010, Program	1553		
Average # of st	udents to be served daily (ADA): 83.31		OUSD Lead A		Load Agency	Load Access
	TOTAL GRANT AWARD		133,169,40	gericy	Lead Agency 77600	Lead Agency 72231,76
CENTRAL COST CUSTODIAL, SI	S: INDIRECT, ADMIN, EVAL, PD,	CONT		AT SE	THE STATE OF THE S	72231.70
	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			
	TOTAL SITE ALLOCATION	MII	11/ 202 25		eate 28th	
CERTIFICATED	Section (Control of the Control of t		114,382.26			
1120	Quality Support Coach/Academic Liaison		2500			
1120	Certificated Teacher Extended Contracts, math or ELA			-		
1120	academic intervention (required for MS)		0			
1120	Certificated Teacher Extended Contracts- ELL supports					
1120	Certificated Teacher Extended Contracts- math or ELA academic intervention (recommended for MS)					
	Total certificated		2500			
CLASSIFIED PE	RSONNEL		2500		0	0
ALC: NO STATE OF THE PARTY OF T	Site Coordinator (list here, if district employee)	incollect	o			0
200000 680	SSO (optional)		4900			0
					100.000.00	
			0			
	Total classified		4900	0	0	0
BENEFITS			CHELL CONTROL OF A SECURITION	1985	AND THE PARTY OF T	Section and
3000's	Employee Benefits for Certificated Teachers on Extended Contract (benefits at 24.5%)		612.50			
50003	Employee Benefits for Classified Staff on Extra Time/Overtime (benefits at 28%)		1372			
3000's	Employee Benefits for Salaried Employees (benefits at 42%)		0			500 July 1984
	Lead Agency benefits (rate: 25%)			_0		
ATTOCA NAME OF TAXABLE PARTY.	Total benefits		1,984.50	0	0	0
BOOKS AND SU						
	Supplies		0	II.		4546.54
	Curriculum Field Trips		0			0
100000000000000000000000000000000000000	Field Trips	27/37	0			0
7120	Equipment (including computers - OUSD only)		0			0
	Bus tickets for students					

	rofessional Development for Site Staff			500		
	otal books and supplies		0	500	0	4546.54
NTRACTED SE				ONE RE		WASHIN
	rogram Director		0	0	5983.64	
W	rogram Manager (1 staff * \$23.54/hr * 40 hr/wk * 52 eeks + 13.07% Taxes/WC [\$6396])			46132.56	9226.51	
3623 W	ogram Assistant (1 staff * \$18.36/hr * 32 hr/wk * 39 eeks + 4.5 mtg hrs/mo * 9 months + 30 PD hours + 8.07% Taxes/WC [\$3164])				27371.6	
3023 W	rogram Instructor (1 staff * \$17.85/hr * 21.5 hrs/wk * 37 eeks + 2.5 mtg hrs/mo * 9 + 107 PD/training hours + 8.07% Taxes/WC [\$2072])			17276.64	645.86	
5825 Pr 5825 w	ogram Instructor (1 staff * \$19.9/hr * 21.5 hrs/wk * 37 eeks + 2.5 mtg hrs/mo * 9 months + 107 PD/training ours + 13.07% Taxes/WC [\$2310])			19260.99	720.04	
5825 Pr	ogram Instructor (1 staff * \$17.53/hr * 21.5 hrs/wk * 37 eeks + + 2.5 mtg hrs/mo * 9 months + 107 PD/training ours + 13.07% Taxes/WC [\$2035])			16970.6	634.41	
5825 hr	estorative Justice Facilitator (1 staff * \$18.36/hr * 25 s/wk * 38 weeks + 3.5 mtg hrs/mo * 9 months + 62.5 PD s +13.07% Taxes/WC [\$2,424])			0		20967.25
5825 Gi	rls Inc. Of Alameda County			0	26000	4000
5825 Ar	merica Scores		739/	1677.38		4322.62
5825						
5825			Halles Harris			
5825						
5825						
	55500					
F00F						
5825						
- W. W.	tal services		0	101318.17	70582.06	29289.87
KIND DIRECT S	SERVICES					SEW MARK
						0
			70.4			
						2.00
	al value of in-kind direct services MINISTRATIVE COSTS				G1050-2	0
Victoria de la constante de la			MEDICAL STREET	and agranuative and	MAN STATE OF THE S	CAR CLARY
BTOTALS	ad Agency admin (4% max of total contracted \$)			3,179.59	7017.94	38395.35
	btotals DIRECT SERVICE	or as		ROMENT SOMEONES		ACTED!
	btotals DIRECT SERVICE	85.00	11,375.82	101818.17	70582.06	33836.41
ALS	ototals Adminy Indirect	15.00	16,795.82	3,179.59	7017.94	38395.35
	al budgeted per column		20 174 6	10/ 007 75		
		100.0	28,171.64	104,997.76	77600	72231.76
	al BUDGETED	0	133,16	9.40	77600	72231.76
	LANCE remaining to allocate	77277	0.00	0		
ТО	TAL GRANT AWARD/ALLOCATION TO SITE		133,16	9.40		

ASES MATCH REQUIREMEN T:	
ASES requires a 3:1 match for every grant award dollar awarded.	
Total Match amount required for this grant:	44,389.80
Facilities count toward 25% of this match requirement:	11,097.45
Remaining match amount required:	33,292.35
Match should be met by combined OFCY funds, other site funds, private dollars, and in-kind resources. This total equals:	149831.76
Total Match amount left to meet:	-116,539.41

Required Signatures for Budget Approval:

Principal:	VIII.	Decusioned by:		5/21/2021	
Lead Agency:	Blanna Masis	1059F3017A054B0	5/21/2021		
	B2C8FBA2992A492				

EnCompass OUSD Expanded Learning Programs -After-School Program

ELEMENTARY/MIDDLE & HIGH SCHOOLS - 2021-2022

ASES and 21st Century After-School Program Plan

		75	
		☐ Elementa	ry/Middle (TK-8)
School Site Name: EnCompass A		☐ Middle (6-	8)
	EnCompass Academy	School Type:	ol (9-12)
		🔾 - Alternati	ve High School
			tion High School
			nensive High School
CDS Code: (This is a 14-	digit code, search <u>here</u>)		
	01 61259 0102988	After-School Lead Agency:	Oakland Leaf Foundation
Principal Name:	Minh-tram Nguyen	Principal Signature and date:	Occusigned by
Lead Agency Director Name:	● Johanna Masis	Lead Agency Director Signature and date	Docubigaed by: Johanna Masis
After-School Site	Isaac Ruelas	After-School Site Coordinator Signature	DOMESTIC SOCIAL LAND
Coordinator Name:		date:	
SECTION 2: PROGRAM Average Daily Attenda	1 OPERATIONS nce, Program Dates, Minimum Da	date:	
SECTION 2: PROGRAM Average Daily Attenda	1 OPERATIONS Ince, Program Dates, Minimum Da	date:	
SECTION 2: PROGRAM Average Daily Attenda To be compliant with gr nours/week, and be ope the school year.	1 OPERATIONS Ince, Program Dates, Minimum Da	date: Bys & Enrollment Ogram must commence immediately upon the concluded for elementary and middle schools (EC 8483)	
SECTION 2: PROGRAM Average Daily Attenda To be compliant with gr hours/week, and be ope the school year. Projected daily attend	OPERATIONS Ince, Program Dates, Minimum Da ant requirements, the after-school pr en until at least 6:00 pm on every sch lance for 2021-2022 school year pr	date: Bys & Enrollment Ogram must commence immediately upon the concluded the conclusion of the conc	

Minimum Days. When a school holds minimum days, the after-school program is required to begin as soon as the school day ends, and execute programming until 6:00 pm. Minimum days have a significant impact on after-school staff and budget. Thus, during the program planning process, school leadership and the lead agency partner must discuss the anticipated number of minimum days for the program year, and discuss shared resources to fund minimum day programming. There is an expectation already established for the 36 weekly minimum days, however if the school is planning on more than these and 10 extra days for report card conferencing you should discuss how the staffing fees for these extra days will be funded in partnership with the school day.

Identify the three days (if any) your program plans to close this year for PD. The program must be open all other days of the school year. (Updates for any date changes are due September 2021).

2nd: 1/3/2022

Projected Number of Minimum Days for School Year 2021-2022: 16

1st: 9/24/2021

SECTION 1: SCHOOL SITE AND AFTER-SCHOOL PROGRAM INFORMATION

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

lo additional funding nee ichool day will continue h	ded as these hours ha	ave been included in	n our budget fored	casting.		
025	O Maria Silversia No.		ays per year.			

	or 2021-2022? (If you choose E	nly select ONE of the opt		
Program Model:	Traditional After-school	Extended Program	ions below	☐ Blended/Hybrid
Which grade levels will be served by this program?		TK		1842
		к	•	
		1		
		2		
		3	•	
		4	$\mathbf{\mathscr{D}}$	
		5	•	
		6		
		7		
		8		
	₽	9		
		10		
		11		
		12		

ENROLLMENT PROCESS & TIMELINE

Instructions:

Please navigate to the folder for 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 families</u> will be notified of 2021-2022 enrollment before the last day of school.

		PROGRAM MODEL. (Continued) Average Daily Attendance, Program Dates, Minimum Days & Enrollment
- Any OUSD student who is a homeless youth, as defined by the federal *McKinney-Vento Homeless Assistance Act (42 U.S.C. Sec. 1143a), who is in foster care, or is designated as an unaccompanied minor. - Any OUSD student who identifies as a newcomer, refugee or as an asylee.*Subtitle VII-B of the McKinney-Vento Homeless Assistance Act (42 U.S.C. § 11431 et seq.) - Establishes the definition of homeless used by schools - Ensures that children and youth experiencing homelessness have immediate and equal access to public education - Provides for educational access, stability, and support to promote school success - Needed to address the unique barriers faced by many homeless students Complete the following questions for Section 3b: - To the best of your knowledge, how many Golden Tickets were distributed in the 2020-2021 school year? 1 - How will you make your program more accessible to serve the needs of Golden Ticket students/families?	Who can recei	eive the Golden Ticket?
- Any OUSD student who identifies as a newcomer, refugee or as an asylee.* Subtitle VII-B of the McKinney-Vento Homeless Assistance Act (42 U.S.C. § 11431 et seq.) - Establishes the definition of homeless used by schools - Ensures that children and youth experiencing homelessness have immediate and equal access to public education - Provides for educational access, stability, and support to promote school success - Needed to address the unique barriers faced by many homeless students Complete the following questions for Section 3b: - To the best of your knowledge, how many Golden Tickets were distributed in the 2020-2021 school year? 1 - How will you make your program more accessible to serve the needs of Golden Ticket students/families?	Per federal stat can receive a G	atute, California Education Code and Oakland Unified School District policy, any students identified by the OUSD Transitional Student and Family Ur Golden Ticket. Transitional students are by definition:
- Establishes the definition of homeless used by schools - Ensures that children and youth experiencing homelessness have immediate and equal access to public education - Provides for educational access, stability, and support to promote school success - Needed to address the unique barriers faced by many homeless students Complete the following questions for Section 3b: - To the best of your knowledge, how many Golden Tickets were distributed in the 2020-2021 school year? 1 - How will you make your program more accessible to serve the needs of Golden Ticket students/families?		- Any OUSD student who is a homeless youth, as defined by the federal *McKinney-Vento Homeless Assistance Act (42 U.S.C. Sec. 1143a), who in foster care, or is designated as an unaccompanied minor.
- Ensures that children and youth experiencing homelessness have immediate and equal access to public education - Provides for educational access, stability, and support to promote school success - Needed to address the unique barriers faced by many homeless students Complete the following questions for Section 3b: - To the best of your knowledge, how many Golden Tickets were distributed in the 2020-2021 school year? 1 - How will you make your program more accessible to serve the needs of Golden Ticket students/families?		- Any OUSD student who identifies as a newcomer, refugee or as an asylee.*Subtitle VII-B of the McKinney-Vento Homeless Assistance Act (42 U.S.C. § 11431 et seq.)
- Provides for educational access, stability, and support to promote school success - Needed to address the unique barriers faced by many homeless students Complete the following questions for Section 3b: - To the best of your knowledge, how many Golden Tickets were distributed in the 2020-2021 school year? - How will you make your program more accessible to serve the needs of Golden Ticket students/families?		- Establishes the definition of homeless used by schools
- Provides for educational access, stability, and support to promote school success - Needed to address the unique barriers faced by many homeless students Complete the following questions for Section 3b: - To the best of your knowledge, how many Golden Tickets were distributed in the 2020-2021 school year? - How will you make your program more accessible to serve the needs of Golden Ticket students/families?		 Ensures that children and youth experiencing homelessness have immediate and equal access to public education
- Needed to address the unique barriers faced by many homeless students Complete the following questions for Section 3b: - To the best of your knowledge, how many Golden Tickets were distributed in the 2020-2021 school year? - How will you make your program more accessible to serve the needs of Golden Ticket students/families?		 Provides for educational access, stability, and support to promote school success
- To the best of your knowledge, how many Golden Tickets were distributed in the 2020-2021 school year? - How will you make your program more accessible to serve the needs of Golden Ticket students/families?		 Needed to address the unique barriers faced by many homeless students
Our data indicates that holding two Golden Tickets per grade available until September and one Golden Ticket per grade available after September is sufficient to meet the needs of students at this site who qualify for Golden Tickets.	- How will you m	make your program more accessible to serve the needs of Golden Ticket students/families?
		Our data indicates that holding two Golden Tickets per grade available until September and one Golden Ticket per grade available after September is sufficient to meet the needs of students at this site who qualify for Golden Tickets.

SECTION 4: PROGRAM COMPONENTS	
CDE requires that programs must provide a safe environment an educational enrichment component, which may include, but n (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:

To include the educational components, we will continue to partner with Girls Inc. to serve 1st-3rd grade girls for literacy support. This will be based on returning students and on teacher referrals. The Oakland Leaf staff will be trained on SIPPS in order to support the implementation of this during ASP hours. This is another educational component where we will provide literacy instruction and intervention. To include physical activity component, educational enrichment, and social emotional component we will continue to partner with America Scores to support soccer (all-year), poetry (Sept-Dec), and service-learning (February-May) for 3rd and 4th graders.

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 strotegies for creating a <u>safe 8 supporting environment through encouragement and active engaged learning.</u>)

Respond Below:

We will continue to provide homework assistance and this will be carried out in small groups. Our staff will be well versed in the use of all digital platforms used for the instruction of core subjects (language arts, math, history/social science, etc.). The focus of language arts support will be in helping students gain proficiency with SIPPS and sight words. In the area of math we will provide tutoring to individual students as needed for intervention.

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:

Through the partnership with America Scores, we will continue to offer poetry from, September to December, as our fine arts enrichment that allows the students to develop and use their voice. It is a wonderful program highlighting students voices. Through Oakland Leaf staff we will offer gardening as an enrichment program. This garden is maintained and developed by staff and students and allows opportunities for leadership. The remaining Oakland Leaf classes will incorporate enrichments that help students develop their oratory skills both in-person and on digital platforms as a way of building their self-esteem, confidence and voice. Oakland Leaf staff would also be providing fine arts and digital projects incorporating leadership, cyber safety, while leaning into their voices and building community.

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

minutes of moderate to vigorous physical activity for youth) This is not 'free play' or recess. (We understand Middle and High will vary based on sports programs and scheduling. Please explain how the after-school program will address physical activity in your program, including type, frequency, and target population. All students should have the opportunity for physical activity).

· Plan and evaluate (review fitness test results, track minutes, etc.)

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

Respond Below:

We plan to have 30 min. of physical activity during program daily. Depending on the program schedule, this 30-mins will either be held by individual classes or all together by grade level splits e.g. K-2nd and 3-5th. Outdoor availability will need to include coordination with the shared-site school, Acorn Woodland. This would include structured exercise class beginning with a warm up, then followed by a physical activity and would end with a calm down activity. This would take place daily with all students and activities would vary by age group.

Family Literacy Componentthat 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:

Girls Inc holds their program-specific family literacy nights of which there is 1 per semester.

Oakland Leaf classes will hold these events: December Winter Expo; February/Early March for African American Heritage Night; Late-March/Early April for HerStory month; and the Spring Expo in May.

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:

We offer a variety of clubs based on staff skills and student interests. These clubs have included arts and crafts, painting, digital arts development, book club, dance etc. We work on multiple projects within these clubs and then share them collectively during our In Lak'Ech showcase. Students are able to participate in a club of their choice which they vote on.

https://docs.google.com/spreadsheets/d/1DfYSNWK295uEiUEKI8DZ0nsYjZs8yFbEniT-v5RIX1U/edit#gid=1107257643

- 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 attached template to describe program components then link them into this document. Program component description link: linked to the spreadsheet 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:

We will provide support towards students attaining their learning goals for English Language Arts (#2), Reading (#5) and Math (#3). Staff will be well versed in all digital platforms used in the instruction of these core subjects so they can provide effective support to student learning in these areas. The focus in English Language Arts and reading is small group support with SIPPS and sight words, and with math. Our staff will provide individualized tutoring for students as well.

CTION 5: CONTINUOUS QUALITY IMPROVEMENT (Alignment with CDE and OUSD)
ncrease the effectiveness of a program, it is critical to engage in an ongoing continuous cycle of assessment, planning, and improvement. While the process uld be carried out at the site level, documentation of this process should be submitted by the grantee.
s cycle of improvement revolves around twelve critical standards—the <u>Quality Standards for Expanded Learning in California</u> —which were developed in mership between the California Department of Education's (CDE) After School Division and the California Afterschool Network (CAN) Quality Committee.
INTS 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)		
	☐ Internal evaluator☐ District administrator	External evaluatorCertificated staff	School administrator Classified staff
Indicate which stakeholders who participated in the Program Self-Assessment in 2020-2021	Program director	Site coordinator Students	✓ Site-level/line staff ✓ Community partners

	to rate(its/guatulatis	tar Students	a community para
	☐ Advisory group	Other stakeholders:	
entify the after-school program data point(s) in the servation or external observation	narrative below. Could include: student	feedback (youth survey, interviews or f	ocus groups), internal program
What is currently happening i	TRUTH in the program? Use data to identify th	he truth about 1-2 self-selected aspec	ts of the program
What is currently happening i	TRUTH in the program? Use data to identify ti	he truth about 1-2 self-selected aspec	ts of the program.
What is currently happening i	TRUTH in the program? Use data to identify ti	ne truth about 1-2 self-selected aspec	ts of the program.

important. Social & Emotional safety and the well-being of students continues to be prioritized by all program adults. Self-assessment observations indicated that youth have positive interactions with ASP staff. Given the technological challenges that students and families experience, ASP staff use multiple modalities (Zoom, phone calls, face-to-face) to ensure that communication with students and families is uninterrupted.

HOPE

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

Respond Below:

The Hope is to utilize SEL best practices to support youth as they transition to in-person on site school and address SEL issues they faced while they were quarantined and were engaged in distance learning. Another focus is utilizing all digital platforms to support the academic success of all students.

CHANGE

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

Respond Below:

The following steps will be taken to achieve our HOPE regarding SEL and academic goals for students.

- Gather student input regarding their SEL and academic
- Prioritize student SEL and academic needs
- Develop a strategy for addressing those needs including the allocation of staff time to best serve the students and their identified needs
- Training of staff on digital platforms they are not yet familiar with

	The state of the s
CHRIDGE	
	CUNTOCTAL

Respond Below:

What are best practices for staff retention?

How do we build on our relationship with students to enlarge their role from participants to recruiters of the peers? What are the next steps for strengthening our relationship with the school administration and staff?

SECTION	i: Facilities						
	(a) Plan with the school site add program to 6. Make sure to	ninistrator whic include bathroo	h rooms and o ms and snack a	utside spaces ireas.	the after-school program	will use Monday - Frida	ay from the start of the
	(b) Lead Agency Director, will go www.facilitron.com/dashboard	into <u>Facilitron w</u> I <u>/login</u>	ebsite to com	plete facilities	<u>usage requests</u> no later th	an May 15, 2021. Visit	Facilitron website at:
Indoors (s	pecify room numbers and space r	iames)			Outdoors		
Room Nun Name of Sp		# of Students	Hours to be u	ised	Room Number & Name of Space	# of Students	Hours to be used
Classroom 25, 25, 27	s: 12, 13, 14, 15, 16, 17, 22, 23, 24	20/class	3:00-6:15p Wed 1:00-6:15	Бр	Big Yard	75	3-3:30p + Wed 1:15-1:30p
Cafeteria		84	3:00-3:30p Wed 2-6p		Kinder yard	40	3-3:30p + Wed 1:15-1:30p
Bathrooms yard.	s: cafeteria; hallways; near big	84	3:00-6:15p Wed 1:00-6:15	ip	Ampitheater	84	Wed 1:30-2:30p
12.00							
In addition and family e	, choose up to 5 other dates the engagement). <u>Be advised any additi</u>	program will use onal dates/space:	space <u>outside</u> sused outside o	of normal pro f these dates, th	ogram hours. Please specif ne lead agency will be respon	y which space will be rapible for facilities cost.	needed (IE: showcases, events
Name of Event	Staff training	Potential Date	8/4/2021	Number of Students	TBD	Hours of Use/Room Numbers	1:00-5:00p Cafeteria
Name of Event	Winter Expo	Potential Date	12/10/2021	Number of Students	84-100	Hours of Use/Room Numbers	6:00-8:00p Cafeteria
Name of Event	African American Heritage Month celebration	Potential Date	3/4/2022	Number of Students	84-100	Hours of Use/Room Numbers	6:00-8:00p Cafeteria
Name of Event	Spring Expo	Potential Date	5/13/2022	Number of Students	84-100	Hours of Use/Room Numbers	6:00-8:00p Cafeteria
Name of Event		Potential Date	- Hr	Number of Students		Hours of Use/Room Numbers	

SECTION 7a: PROGRAM FEES		
Will this after-school program charge program fees for 2021-2022	☐ Yes	☑ No
If, "YES, program fees will be charged," please complete the following assurances. Both the	ne 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 child will not be turned away from program participation due to the inability to pay. Per CDE, our programs will communicate in writing and publically to parents/guardians program fee expectations in language parents can understand. This should be included in your enrollment applications, posted in your school (publicly accessible), parent handbooks and any marketing materials. Ensure that all documentation is accessible to families. This means they should be translated into the major languages used by the families in your school.
		Our program will publicize the program fee structure in written program materials for school leaders, parents/guardians, and/or community members (i.e. communication letter, meetings agenda, etc.).
		Our program shall not charge a fee to a family for a child if the program once notified that the child is a homeless youth, as defined by the federal McKinney-Vento Homeless Assistance Act (42 U.S.C. Section 1143.a), or for a child who the program knows is in foster care.
		Our program will provide receiptsto 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?	N/A
Describe how all fees collected will be used for after-school programming.	N/A

Describe how fees will be communicated to school leaders/school community.	N/A
Instructions:	
Please navigate to the folder for the your school. Once inside th 'Upload or Import'. Next, click on the drag or browse window and format: SchoolName_DocumentName	e folder, click the pencil button in the top right comer. After the dropdown list appears, select d upload your Enrollment Timeline file. Please name your file in this
Please check the box below after completing the above ins	tructions
	ee materials/process (i.e. parent letters, parent handbook, etc. meeting with he Program Plans folder

OUSD EXPANDED LEARNING PROGRAMS

Partner Assurances & Agreements 2021-2022

School Site	
EnCompass Academy	
Lead Agency	Date
Oakland Leaf	
Name of After School Program	After School Site Coordinator Name (if known at this time)
EnCAS	Isaac Ruelas

After School Safety and Emergency Planning 1. The 2021–2022 Comprehensive School Site Safety Plan includes the After School Emergency Plan. The Site Administrator and After School Program (ASP) Site Coordinator will update the After-School Emergency Plan annually by discussing and aligning plans and procedures for after school and school day safety, including emergency preparedness and crisis response. Indicate all actions that will occur to ensure after school program safety and alignment with school day procedures for emergency preparedness

Ø		
	Site Administrator and ASP Site Coordinator will meet at beginning of school year to update After School Emergen collaboratively.	cy Plan
•	Site will share Comprehensive School Site Safety Plan with after school partner.	-
Ø	School day and after school programs will coordinate emergency drill schedules & procedures (ie. earthquake, fire, drills).	and lockdov
•	After School staff will participate in site-level faculty safety trainings.	
•	School will provide after school staff with access to disaster supplies and other resources in case there is an emerge school.	ncy after
•	Site Administrator and ASP Site Coordinator will meet regularly to review after school incidences and update safety asneeded.	plans
Ø	The completed After School Emergency Plan (ASEP) will be submitted to Expanded Learning Programs Office by 10	0/1/21.
	Other:	
We will safety d	need the following trainings: lockdown drills and safety, fired drills and safety prtocols and earthquake prtocols and drills. We will also need training on school cyber bullying and tech safty protocols for staff and students.	
. Principal and Site Coo	need the following trainings: lockdown drills and safety, fired drills and safety prtocols and earthquake prtocols and drills. We will also need training on school cyber bullying and tech safty protocols for staff and students. The protocols and earthquake prtocols and strills. We will also need training on school cyber bullying and tech safty protocols for staff and students. The protocols and earthquake prtocols and strills. We will also need training on school cyber bullying and tech safty protocols for staff and students.	S

13 79 "		
SSO Staffin	3	
SSO Staffin		
Check One:		

EnCompass 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.
- → 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				
Please ansv site.	wer the following que	estions to help guide program contingency planning. Staffing is the key ingredient to making these decisions for each		
	☐ How many full-	time employees does the expanded learning program employ? (i.e., site coordinators)		
	☐ How many part	time employees?		
		rs do the part-time employees work?		
	20-30	Hrs		
	☐ Does the progra	am have subcontractors that provide service?		

77.	
MODIFIED SC	OPE OF WORK
	。
Please Indicat Learning funds service.)	e below how the Expanded Learning Program will support each possible modification. Check all that apply. (Keep in mind that Expanded 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
Distance Learn	ning:
	Expanded Learning staff will be generally present (via Zoom) fromam/pm toam/pm
	Expanded Learning staff will virtually support 1:1 with a student(s) groups of students
	Expanded Learning staff will virtually support teachers directly.
	Expanded Learning staff will lead and facilitate programming independently of the school day
23	Expanded Learning staff will assist with specific subjects.
	List subjects below:
	ELD - using SIPPS
Please briefly o	describe how the program will support distance learning:
	*
We will continu	e to provide the CDE requirements of 30-mins minimum of guided P.E., enrichment and homework support.
If staff are avai	lable for school day support, then we will communicate with the principal regarding highest priority needs where support is most needed.
kalling	
In-person Mo	dified 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 tutoring Expanded Learning staff will support in-person students
	daily
₹/	Expanded Learning staff will virtually support students on days when all students are virtual
D/	
Please briefly o	describe how the program will support distance learning:
terros sera se	
We will continu	te to provide the CDE requirements of 30-mins minimum of guided P.E., enrichment and homework support. Iable for school day support, then we will communicate with the principal regarding highest priority needs where support is most needed.
n stati die aval	tion screen day support, then we will communicate with the principal regarding highest priority needs where support is most needed.

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 instructors should be invited into to improve alignment between the school faculty and expanded learning staff?	e coordinator or
	PBIS	
•	Staff Meetings	
	Grade level Collaboration	
2	COST	
	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 will wait 2 weeks before making the pivot from distance learning to in-person. This is to ensure that the school day has communicated with the school community what the re-entry plan is [e.g. expectations, schedule, etc]; it allows time for us to get staff prepared; allows us to plan if we do not have enough staff to go in-person; and ensures that ASP staff are trained to follow in-person protocols.	

2021-22 ENCOMPASS ASP ENROLLMENT TIMELINE

When What Notes

	Week of May 3-7, 2021	Applications to current ASP youth/families will go out	C
1	Week of May 3-7, 2021	Teacher referrals go out	Ask Ms Nguyen best way to do this: email, hard copies, both
2	Week of May 10-14, 2021	Applications will be made available to the entire school	Based on the current school closure will need direction from OUSD on how to do this
3	Week of May 24-28, 2021	Teacher referrals returned to Isaac	
4	Week of May 24-28, 2021	Referrals are compiled. Conversation with the principal regarding any particular youth.	3rd and 4th graders will have priority due to SEL work we piloted in 2019-20.
5	Weeks of July 19-23, 2021	Families will be notified via Talking Points re: their enrollment status, waitlist status, and when orientations will be	Need information from school dare: when the school registration will occur
6	Week of Aug 2-6, 2021	Family Orientations	Concurrent with school day registration Orientation will be led by Alondra Campos from Girls Inc. and Isaac Ruelas From Oakland Leaf
7			
8			
9			

2021-2022 Bell Schedule		2021-2022 Horario de Campana		
(Moi	REGULAR DAYS nday, Tuesday, Thursday, Friday) Grades TK - 5	DIAS REGULARES (Lunes, Martes, Jueves, Viernes) Grados TK - 5		
8:40 AM	Line Up	8:40 AM	Formarse en la linea	
8:45 AM	Instruction Begins	8:45 AM	La clase inicia	
10:00-10:15	*TK AM Recess @ Big Yard *Kinder AM Recess @ K Yard	10:00-10:15	*(TK) Recreo de AM, en el Patio grande *(Kinder) Recreo de AM en el Patio de Kinder	
11:00-11:20 11:20-11:40	(TK) Lunch Recess @ K Yard /Lunch	11:00-11:20 11:20-11:40	(TK) Receso en el Patio de Kinder / Almuerzo	
11:10-11:30 11:30-11:50	(1st) Lunch/ Lunch Recess @ K Yard	11:10-11:30 11:30-11:50	(1ro) Almuerzo/Recreo el Patio de Kinder	
11:15-11:35 11:35-11:55	(K) Lunch Recess @ K Yard /Lunch	11:15-11:30 11:35-11:55	(Kinder) Recreo en el Patio de Kinder / Almuerzo	
11:20-11:40 11:40-12:00 PM	(2nd-3rd) Lunch Recess @ Big Yard/ Lunch	11:20-11:40 11:40-12:00 PM	(2do-3ro) Recreo/Almuerzo	
11:45-12:05 12:05-12:25	(4th-5th) Lunch Recess @ Big Yard / Lunch	11:45-12:05 12:05-12:25 PM	(4to-5to) Recreo/ Almuerzo	
1:00-1:10 PM	(K) PM Recess @ K Yard	1:00-1:10 PM	(K) Recreo PM en el Patio de Kinder	
1:40-1:50 PM	(TK) PM Recess @ K Yard (3rd-5th) PM Recess @ Big Yard	1:40-1:50 PM	(TK) Recreo de PM en el Patio de Kinder (3ro-5ro) Receso de PM, en el Patio grande	
1:20-1:35 PM	(1st-2nd) PM Recess @ Big Yard	1:20-1:35 PM	(1ro-2do) PM recreo en el Patio grande	
2:50 PM	Dismissal (Grades TK, K,1)	2:50 PM	Salida (Grados TK,K,1)	
3:00 PM	Dismissal (Grades 2-5)	3:00 PM	Salida (Grados 2-5)	
(Wedr	MINIMUM DAYS nesdays and Special Minimum Days) Grades TK-5	(Mie	DIAS MINIMOS rcoles y dias Especiales) Grados TK-5	

8:40 AM	Line-Up	8:40 AM	Formarze en la Linea
8:45 AM	Instruction Begins	8:45 AM	La clase inicia
11:00-11:15 11:20-11:40	(TK) Recess in K Yard / Lunch	11:00-11:15 11:20-11:40	(TK) Receso en el patio de Kinder/ Almuerzo
11:15-11:35 11:35-11:55	(K) Recess in K Yard / Lunch	11:15-11:30 11:35-11:55	(K) Receso en el patio de Kinder/ Almuerzo
11:10-11:30 11:30-11:50	(1st) Lunch/ Recess in K Yard	11:10-11:30 11:30-11:50	(1ro) Almuerzo/ Receso en el patio de Kinder
11:20-11:40 11:40-12:00 PM	(2nd-3rd) Recess / Lunch	11:20-11:40 11:40-12:00 PM	(2do-3ro) Receso /(Almuerzo
11:45-12:05 12:05-12:20	(4th- 5th) Recess /Lunch	11:45-12:05 12:05-12:20	(4to-5to) Receso / Almuerzo
1:15 PM	Dismissal (TK,K,1)	1:15 PM	Salida (TK,K,1)
1:30 PM	Dismissal (2nd-5th)	1:30 PM	Salida (2do-5to)
	* Instructional Recess Minutes		

Program Schedule Decription	١
-----------------------------	---

				Which required CDE component does this activity meet?	Explain how the activity is meeting CDE requirements. How are you ensuring it is high-quality?
ms	Program Title	Description	Staff	Use drop down menu	
	Clubs	Cubs are based on student interest and staff skills. Every six weeks student interest is assessment, and based on that assessment, a new club may be formed.	All Staff	Educational Enrichment	Clubs provide a safe and supportive environment (CDE 1), provide students opportunities to exercise their voice and leadership (CDE4), and focus on skill development (CDE 3). Clubs are lead by quality staff (CDE 7) and are regularly assessed for their effectiveness (CDE 10).
	America Scores	AmericaScores combines poetry and athletics (soccer) with a goal of helping students to gain confidence, work collaborative and live healthy	America Scores Staff & Oakland Leaf Instructors (2ct)	Educational Enrichment/Physical Activity	AmericaScores conducts its activities in a safe and supportive environment (CD 1) and these are led by quality staff (CDE 7). This program is evidence of our collaborative partnership with another program (CDE 9). Students gain efficacy in skills development (CDE 3) and in making healthy choices (CDE 5).
	GirlStart Literacy	The learning experiences in this component of the program helps students gain efficacy in applying critical thinking skills to their reading and writing.	Girls Inc Instructors	Educational and Literacy Component	Girts Inc. conducts its learning experiences in a safe and supportive environme (CDE 1) that promotes diversity, access and equity (CDE 6). These activities are led by quality staff (CDE 7). Students' literacy is improved (CDE 3) and they are actively engaged in learning (CDE 2). This program is evidence of our collaborative partnership with another program (CDE 9).
	Oakland Leaf Enrichment	The anchors for Oakland Leaf enrichment is three-fold: 1) Who am 17; 2) My community; and, 3) Global Citizenship, Parallel to these anchors is a focus on Social Emotional Learning. In practical terms, the activities that are part of this enrichment include peotry reading and writing, art, movement, as well as kinesthetic activities reinforcement self-confidence and team building.	Oakland Leaf Instructors	Educational Enrichment/Physical Activity	Oakland Leaf Enrichment activities are conducted in a safe and supportive environment (CDE 1). These activities are led by quality staff (CDE 7). A focus, the activities is personal identity and the student's place in the world (CDE 6). Students develop their academic and kinesthetic skills (CDE 3) and in making healthy choices (CDE 3) in their interactions with other students. These enrichment activitities are regularly assessed for their effectiveness (CDE 10). These activities are clearly focused (CDE 8) that are aligned with the mission at purpose of Oakland Leaf.
	Scholars in Training	In addition to independent reading activities and homework support, there will be a focus on building students fundamentals in reading and math, such as sight word recognition and the basics of math computation.	All Oakland Leaf Instructors	Educational and Literacy Component	Independent reading and homework support are provided in a safe and supportive environment (CDE 1). Students' ability to do well in reading and ma are supported through a scaffolded process that begins with reading and math fundamentals (CDE 3). These activities are led by quality staff (CDE 7). These learning supports are regularly assessed for their effectiveness (CDE 10).
	Snack/Supper	Students are provided a nutritious meal by Oakland Unified School District.	Nutrition Services staff	Educational Enrichment	Meals are distributed by quality staff (CDE 7) and provide students with health choices (CDE 5) regarding their eating habits.
	Organized Play	Students have an opportunity to engage in sports and play. The sports include soccer, basketball, foursquare and tetherball.	All Oakland Leaf Instructors	Physical Activity	These actitivies are led by quality staff (CDE 7) and help students with their coordination and skill development (CDE 3), and also about healthy choices (CDE 5) regarding the need for physical exercise.
			77.0		
				AME TO SERVICE STATE OF THE SE	
			- marketin		
-					



PARENT PERMISSION AND RELEASE AND STUDENT INFORMATION

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

I give my child permission to participate in the 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	elationship	Phone: wo	rk/home/cell	
Name Re	elationship	Phone: wo	rk/home/cell	
Does your child have health coverage	?Yes	No		
Name of Medical Insurance Po	olicy/ Insurance #	Primary Insured's	s Name	
Email	Email	_		
I authorize After-School Program Staf may be necessary for my child during	ff to furnish and/or obta the After-School Progra	in emergency medic ım.	cal treatment which	
Parent/Guardian Name	Signature		Data	

RELEASE OF LIABILITY

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

√		
Parent/Guardian Signature	Date	

AFTER-SCHOOLPROGRAM ATTENDANCE POLICIES

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

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

I understand that eligible students who are able to fulfill these attendance requirements have priority for enrollment and that if my child cannot fully participate, my child may lose his/her spot in the program. I understand that my child (in 2nd grade or higher) must sign in to program daily and my child (applicable to high school students) or his/her parent/guardian must sign out of program daily.

STUDENT RELEASE/ PICK UP POLICY

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

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

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

PERMISSION TO EVALUATE PROGRAMS AND TRACK STUDENT PROGRESS

For the 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.

 ✓	
Parent/Guardian/Caretaker Signature	Date
PHOTO/VIDEO RELEASE	
During your child's attendance in the After-School Prographotographed or videotaped; these photographs/video re	m, s/he may participate in an activity that is being ecordings may be used for promotional purposes.
My childmaymay not be photographed/videotaped by the After-School program	n for promotional purposes.
I authorize the OUSD or any third party it has approved to School program activities and to edit or use any photogra understand that I and my child shall have no legal right or economic interest. I also agree to release and hold harml from and against all claims, demands, damages, and liabil	phs or recordings at the sole discretion of OUSD. I interest arising from the recording, including ess the OUSD and any third party it has approved
Parent/Guardian Signature Date	

SPECIAL NOTE REGARDING PROGRAM FEES

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

EARLY RELEASE WAIVER (OPTIONAL)

ELEMENTARY AND MIDDLE SCHOOL STUDENTS

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

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

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

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

FOR STUDENTS AGES 12 AND OLDER ONLY

Schoo	ol Site:	
Name	e of Program:Na	me of Student:
Grade	e:	
Date (of Birth of Student:	
If I arr Progra		to pick up my child at the end of the After-School
ㅁ witho	I give the After-School Program staff permiss out supervision.	ion to release my child from the After-School Program
volun witho	nteers from all claims for injury, illness, death, lo	School District and its officers, employees, agents, and oss or damage arising from the release of my child ne or am unable to pick up my child at the end of the
V _		
	Parent/Guardian/Caretaker Signature	Date

After-School Programs, 2021-2022

SCHOOL SITE:		
STUDENT HEALTH FORM STUDENT INFORMATION Student's Name		
	Language spoken in the home	
Parent/Guardian Name (First, Last)		
Student's Home Address		
Phone (home)		
Parent/Guardian Cell # Parent/	/Guardian Work #	
Name of Child's Doctor	Telephone	
EMERGENCY In case of emergency, please contact:	¥	
Name: Re	elationship to student:	
Phone Number:		
HEALTH		
HEALTH CONDITION	Ith Conditions and requires management after school:	
□ Severe Allergy to:	MEDICATION □ 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 visio	n problems?	
Have you ever been notifi	ed that your child has difficulty seeing?	
Is your child supposed to v	vear glasses?	

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

Exhibit D

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

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

Contact Information:		
Site Name	Lead Agency Name	
Name of Contact Person	Email	
Telephone	Fax	
The following Field Trips, Off Site Events a will occur during: □ Fall Semester- August 9, 2021 to Dec □ Spring Semester- January 3, 2022 to N □ Summer Program (Specify dates:	ember 17, 2021 May 26, 2022	e After School Program
CARLO CONTROL OF THE PROPERTY OF THE PARTY O	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		
Site Administrator Signature		

Exhibit E

EAST BAY REGIONAL PARK DISTRICT

WAIVER AND RELEASE OF LIABILITY AND INDEMNITY AGREEMENT

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

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

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

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

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

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

Participant Name (Print)		
Name of Custodial Parent or Guardian (if Participant is u	ınder 18):	
Signature: Participant Signature (if over 18) or Custodial Parent or G	Date: uardian 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

2020 MIDDLE SCHOOL SPORTS LEAGUE ACTIVITIES		
RELEASE OF LIABILITY AND ASSUMPTION OF RISK		
In exchange for being permitted to participate or have my child/ward participate in activities and use equipment and facilities, I agree to release, indemnify and discharge Oakland Unified School District ("OUSD"),, and their respective agents, directors and employees on behalf of myself, my spouse/domestic partner, children, heirs, assigns, and estate as described below.		
1. I am familiar with the Middle School Sports League Activities and facility rules and agree that I and my child will follow them. I understand that the recreational activities or use of the facilities or equipment carries inherent risks which cannot be eliminated regardless of the presence of coaches or other care taken to avoid injury. I understand that, in the event that a Middle School Sports League school site is closed for any emergency reason (including but not limited to reasons related to COVID-19), the Middle School Sports League shall provide physical programming remotely, rather than in-person at the school site, and that this remote physical activity likewise carries inherent risks. I understand that OUSD and are not responsible for loss, damage, illness, or injury, or death, to person or property as a result of use of the facilities or equipment or participation in the Middle School Sports League activities (including remote physical activity) offered after school and on designated weekend days as scheduled.		
2. As parent/guardian, I certify that my child is physically fit and medically able to participate in the Middle School Sports League activities and that parent/guardians have not been advised otherwise by a qualified medical person. I authorize OUSD,, or Middle School Sports League staff to furnish and/or obtain emergency medical treatment which may be necessary for me or my child during Middle School Sports League activities. Participant and/or parent/guardian agree to pay all costs associated with medical care and transportation for the participant as provided by law.		
3. As parent/guardian, I have reviewed the schedule(s) for Middle School Sports League activities and understand that weather permitting the Middle School Sports League activities generally rur after school and on designated weekend days of each month as scheduled. Parent/Guardians understand that they are responsible for transporting their child/children and picking up their children promptly at the end of the program and that there is no OUSD or supervision for children after the Middle School Sports League program ends.		
4. I agree as an adult participant, or the Parent/Guardian of a minor participant, to grant the right and permission to photograph and/or record me or my child/ward in connection with Middle School Sports League and to use the photograph and/or recording for all purposes.		
By signing this document (Release of Liability and Assumption of Risk), I understand that if anyone is hurt or property damaged in connection with Middle School Sports League activities (including remote physical activity), I may be found to have waived my or my child/ward's right to maintain a lawsuit against OUSD,, or their respective agents, directors, and employees and I am voluntarily choosing to participate.		
SIGNATURE Today's Date (Participant or Parent/Legal Guardian if under age of 18)		

Grade

Date of Birth

Participant Name (print)

School		
OAKLAND UNIFIED SCHOOL DISTRIC 2020 MIDDLE		EAGUE ACTIVITIES
Participant Name (print)	Grade	Date of Birth
School		
Home Address	City	Zip
Home Phone Work Phone	Cell Phone	e Email Address
In case of emergency please contact:		
Name Relati	ionship	Phone: work/home/cell
If the Participant Is A Minor (under a	age 18):	
Print name of Parent or Legal Guardian o	f Minor	
Home Address	City	Zip
Home Phone Work Phone	Cell Phone	e Email Address
SIGNATURE		Today's Date
(Participant or Parent/Legal Guardia	1.550)
Student Participant Health Condition Severe Allergy to:		Student has an Epi-pen at school
 □ Asthma □ Student has an inhaler at an inhal	school school	
☐ Other condition(s):		Student has medication at school
Medications needed during the school day	y:	
Medications needed after school hours:		
Special Instructions:		

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

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



INVOICING AND STAFF QUALIFICATIONS FORM 2021-2022

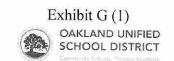
Basic Directions

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.
- 3. Current TB Clearance. Current means within the last 4 years. This documentation should be maintained in Lead Agency files and copies must be upload to the Google Folder.
- 4. IA Requirement. No Child Left Behind Law requires that any staff who directly supervise students and are included in the 20:1 student-to-adult ratio meet the IA requirement. This documentation will be maintained in Lead Agency files and a copy must be submitted to OUSD.

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

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



PROCEDURE FOR INVOICING Oakland Unified School District Comprehensive After School Programs 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 <u>cover only one calendar month</u>, i.e. the 1st through the 30th or 31st.
- <u>Contractor</u>, <u>Agency</u>, <u>Site Coordinator</u>, <u>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</u> in the After School Programs Office by 5:00 p.m. on the 10th of the following month. This is not a steadfast rule; for example, the invoice for November 1-30th is due in our office on the 9th of December (the 10th is a Saturday). Invoices that are submitted after the due dates listed below will be processed the following monthly invoicing period.

The tentative schedule for OUSD payments is anticipated as follows:

Invoices due to our office by 5:00 pm on:	Accounts Payable checks to be mailed on:	
August 10, 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	

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.

•

• 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 1000 Broadway, 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. Forms that are submitted after the due dates listed below will be paid on the following Payroll Issue Date. We are located at 1000 Broadway, Suite 150.
- Rate varies depending on employee's hourly rate

ET/OT Forms Due to After School Programs Office on the following anticipated dates:	OUSD Anticipated Payroll Issue Dates		
September 15, 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

HIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AN ERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXT ELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A EPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. PORTANT: If the certificate holder is an ADDITIONAL INSURED, the possible NOGATION IS WAIVED, subject to the terms and conditions of the is certificate does not confer rights to the certificate holder in lieu of subjects. It is certificate does not confer rights to the certificate holder in lieu of subjects. It is certificate does not confer rights to the certificate holder in lieu of subjects. It is certificate does not confer rights to the certificate holder in lieu of subjects. It is certificate does not confer rights to the certificate holder in lieu of subjects. It is certificate does not confer rights to the certificate holder in lieu of subjects. It is certificate does not confer rights to the certificate holder in lieu of subjects. It is certificate does not confer rights to the certificate holder in lieu of subjects. It is certificate does not confer rights to the certificate holder in lieu of subjects. It is certificate does not confer rights to the certificate holder in lieu of subjects. It is certificate does not confer rights to the certificate holder in lieu of subjects. It is certificate does not confer rights to the certificate holder in lieu of subjects. It is certificate does not confer rights to the certificate holder in lieu of subjects. It is certificate does not confer rights to the certificate holder in lieu of subjects. It is certificate holder in lieu of subjects. It is certificate does not confer rights and confer rights	END OR ALTE CONTRACT E licy(ies) must policy, certain uch endorseme CONTACT NAME: PHONE (AC No, Ext): E-MAIL ADDRESS:	t have ADI in policies pent(s). Aliyyah Ha (510) 54 aharvey@l	OVERAGE A I THE ISSUII DITIONAL IN may require rvey 8-8200	REFORDED BY THE POL NG INSURER(S), AUTHO ISURED provisions or b an endorsement. A sta	ICIES RIZED
SUBROGATION IS WAIVED, subject to the terms and conditions of the place conditions of the place conditions and conditions of the place conditions and conditions of subsections of subsect	policy, certain sch endorseme CONTACT NAME: PHONE (A/C. No. Ext): F-MAIL ADDRESS:	n policies ent(s). Aliyyah Ha (510) 54 aharvey@f	may require rvey 8-8200	an endorsement. A sta	e endorsed. lement on
Ity Insurance Service ember of United Valley Aliston Way eley CA 94710 Gakland Leaf Foundation	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	Aliyyah Ha (510) 54 aharvey@I	8-8200	I FAX	
ember of United Valley Aliston Way elley CA 94710 Castland Leaf Foundation	PHONE (A/C, No, Ext): E-MAIL ADDRESS:	(510) 54 aharvey@f	8-8200	I FAX	
ember of United Valley Aliston Way elley CA 94710 Castland Leaf Foundation	ADDRESS:	aharvey@I			(510) 548-61-
Allston Way eley CA 94710 RED Cakland Leaf Foundation	INSURER A:		Idalltidacuran	(A/C, No):	(310) 348-01-
eley CA 94710 ABED Cakland Leaf Foundation		INS			
Cakland Leaf Foundation				ance of California (NIAC)	99 99
		11 77 77		ance Company	25
	INSURER B:	Traction C	Justically misur	and Company	
	INSURER C:				
	INSURER D :				
Oakland CA 94607	INSURER E:				
VERAGES CERTIFICATE NUMBER: CL2010514	INSURER F:			DEVICION NUMBER	
IS S TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEE		THE INCLID	ED NAMED 44	REVISION NUMBER:	RIOD
JICA I EU. NO I WI INSTANDING ANY REQUIREMENT, TERM OR CONDITION OF AM STIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY T CLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEI	NY CONTRACT OF THE POLICIES DI EN REDUCED B	OR OTHER DESCRIBED BY PAID CL	DOCUMENT V HEREIN IS SI AIMS.	WITH RESPECT TO WHICH.	THIS
TYPE OF INSURANCE INSUR WYD POLICY NUMBER	POL (MM/	DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMI	
COMMERCIAL GENERAL LIABILITY				EACH OCCURRENCE	\$ 1,000,000
CLAIMS-MADE OCCUR		1		DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
	1	ON THE STATE OF TH	eventores tu-	MED EXP (Any one person)	\$ 20,000
Y 202016332NPO	10/0	05/2020	10/05/2021	PERSONAL & ADV INJURY	\$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:	1			GENERAL AGGREGATE	\$ 2,000,000
POLICY PRO- LOC				PRODUCTS - COMP/OP AGG	\$ 2,000,000
OTHER:					S
AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
ANYAUTO	1			BODILY INJURY (Per person)	\$
CWNED AUTOS ONLY SCHEDULED AUTOS NON-COMPED 202016332NPO	10/0	05/2020	10/05/2021	BODILY INJURY (Per accident)	\$
HIRED AUTOS ONLY AUTOS ONLY	1			PROPERTY DAMAGE (Per accident)	s
					s
✓ UMBRELLA LIAB ✓ OCCUR				EACH OCCURRENCE	\$ 1,000,000
EXCESS LIAB CLAIMS-MADE 202016332UMBNPO	10/0	05/2020	10/05/2021	AGGREGATE	\$ 1,000,000
DED RETENTION \$					s
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N				X PER STATUTE OTH-	
ANY PROPRIETOR/PARTNER/EXECUTIVE Y N/A 57WECAE2JLV	10/3	10/30/2020	10/30/2021	E.L. EACH ACCIDENT	s 1,000,000
(Mandatory in NH)				E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
if yes, describe under DESCRIPTION OF OPERATIONS below				E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
RIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedu	olo, may be attached	od If more spa	oco is required)		
and Unified School District is additional insured with respect to the operations of the	he named insure	ed per writt	len contract.		
TIFICATE HOLDER	CANCELLA	ATION			
Oakland Unified School District Attn: Risk Management 1000 Broadway, Suite 440	THE EXPI	IRATION DA	ATE THEREOF H THE POLICY	SCRIBED POLICIES BE CAI , NOTICE WILL BE DELIVE PROVISIONS.	
Oakland CA 94607			包一	- HNQ	

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

POLICY NUMBER: 2020-16332-NPO

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

GENERAL LIABILITY

SCHEDULE

Name of person or Organization (Additional Insured):

Oakland Unified School District

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your operations or premises owned by or rented to you.

CG 2026 (11/85)

Copyright, Insurance Services Office, Inc., 1984

Exhibit I

Statement of Qualifications

INSERT HERE



Oakland Leaf Statement of Qualifications

Oakland Leaf was founded in 2001 by a collective of East Oakland educators' desire to cultivate community transformation through creative education for youth and families. Their mission was to counter the inequalities and violence surrounding the youth by providing innovative programs and services that would equip them with the necessary skills to evolve into future leaders. That summer Oakland Leaf developed and hosted its first annual enrichment summer camp that emphasized arts, culture and social justice. The following fall, Oakland Leaf was invited to serve as the after-school lead agency for an East Oakland school.

Now we serve 1,000 East Oakland students annually in our 6 after-school programs at high need elementary and middle schools, two paid high school internships, and one summer camp, all free of charge. Our vision is to embolden youth to be creative leaders who actualize a more loving, just, and vibrant Oakland.

Our free, year-round programming for K-12 grade East Oakland students are designed to support socioemotional skills, build a critical thinking toolkit through hands-on projects and develop the next generation of Oakland leaders.

Oakland Leaf's programs create space for youth voice, building in opportunities for young people to express their feelings productively, and grow as a leader to support important transitions. Our high school paid internship programs provide high school youth with the space to develop their leadership and career skills, learn about food justice and social inequities facing their communities to cultivate a sense of belonging. And, Oakland Peace Camp creates an immersive experience that connects fun, engaging activities with a social justice to propel our youth forward. For this reason, our programs are designed to support the development of children and youth by feeding the minds, bodies, and spirits of low-income youth and families in Oakland.

Our programming is based on youth development practices and principles. We develop and assess our staff and programming for cultural relevance and engagement; a strategy reinforced by taking a project based approach to our classes. All of our programs are culturally relevant, project-based, and culminate in a student showcase or performance. This gives students the opportunity to showcase their learning through expositions and community showcases.

Oakland Leaf, guided by our credo, "Love is an actionl," works in partnership with Oakland Fund for Children and Youth (OFCY) and Oakland Unified School District (OUSD) to achieve a shared vision of a full-service community school district. Students and schools with limited economic



Oakland Leaf Statement of Qualifications

resources are targeted to ensure that students have access to the resources and the tools needed to achieve academic success and develop into thoughtful and creative citizens. Our whole-child approach to the work makes it possible for schools to provide wrap-around services for students and families. We work with each school to support its specific Community Schools Strategic Site Plan. We have been leading the way in helping Oakland public schools transcend traditional classroom learning and we partner together by using our programs to transform schools into thriving year-round community hubs.

Since its incorporation as a 5015(c)(3) in 2002, Oakland Leaf has matured into an organization with reliable and effective administrative and financial practices. Our Board of Directors guides our fiscal strategies, while fiscal operations are managed by our Executive Director with the support of a well-qualified Finance & Operations Manager, certified in non-profit financial management. Additionally, Oakland Leaf is audited yearly to ensure that the organization is using Generally Accepted Accounting Principles (GAAP).

Oakland Leaf has managed federal, state, and local funds through its partnerships with City and State agencies such as OFCY, OUSD, ASES, and 21st Century Community Learning Centers. All of our programs adhere to comprehensive City and State standards for fiscal and administrative requirements such as staff-to-youth ratios and units of service requirements as well as measures for accountability including quarterly evaluations, submission of reports, and invoicing.

Oakland Leaf has a current organizational budget of over \$2.4 million with diverse funding sources. In addition to successfully managing public revenue, we have increased our income from private philanthropy. This year private philanthropy makes up 41% of our total income.

Oakland Leaf balances its priority to put as much revenue into programs as possible with the realities of the need to invest in a strong and sustainable infrastructure. We have established processes and procedures to ensure organizational consistency, accountability, transparency, data collection, and program evaluation. We have also developed programs that ensure long-term sustainability.

STAFF CLEARANCE MEMO.APRIL 2021



Memo

Date: April 16, 2021 RE: Staff Qualifications

To Whom It May Concern:

All Oakland Leaf employees, volunteers, and agents working in our OUSD after-school program will have fingerprint clearance through the Department of Justice and FBI, and will also have TB clearance before they begin work on OUSD School sites for the 2021-2022 School Year Program Dates.

If you have any questions feel free to contact me at (510) 564-4334.

Thank you,

Melissa Mendez Ochoa Executive Director

EXHIBIT J

Agreement to Allow Distinct & Separate Employment by OUSD and AGENCY

As set forth in Pa	ragraph 11.4 of the Memorandum of Understanding between AGENCY and Oakland
Unified School I	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
	yers, 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.
- 2. Hours of Work. OUSD shall inform Employee of the hours of work for the OUSD employment position. AGENCY shall inform Employee of the hours of work for the AGENCY position. None of the work hours shall be overlapping. Employee shall not work any hours beyond the regular working hours for either OUSD or AGENCY unless express written approval is given by the Employer for whom the extra hours are being worked.
- 3. Control & Supervision OUSD Employment. During the employment position and working hours performed for OUSD, EMPLOYEE will devote their full services to OUSD and shall not engage in any work that conflicts with or compromises EMPLOYEE's best efforts to OUSD. EMPLOYEE shall be supervised by designated OUSD personnel and OUSD will provide the information, tools, and equipment necessary for such employment. OUSD shall control all aspects of the employment relationship for the work performed for OUSD. EMPLOYEE shall not use the information, tools, or equipment of OUSD in performing the work for AGENCY, without OUSD's express permission. All work product of the EMPLOYEE shall belong to the employer for whom the services were being provided at the time the work was created. AGENCY shall not have any control or supervision over EMPLOYEE during the EMPLOYEE's OUSD work hours.
- 4. Control & Supervision AGENCY Employment. During the employment position and working hours performed for AGENCY, EMPLOYEE will devote their full services to AGENCY and shall not engage in any work that conflicts with or compromises EMPLOYEE's best efforts to AGENCY. EMPLOYEE shall be supervised by designated AGENCY personnel and AGENCY will provide the information, tools, and equipment necessary for such employment. AGENCY shall control all aspects of the employment relationship for the work performed for AGENCY. EMPLOYEE shall not use the information, tools, or equipment of AGENCY in performing the work for OUSD, without AGENCY's express permission. All work product of the EMPLOYEE shall belong to the employer for whom the services were being provided at the time the work was created. OUSD shall not have any control or supervision over EMPLOYEE during the EMPLOYEE's AGENCY work hours.
- 5. <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. Wages. OUSD is separately and independently liable for all wages and benefits earned by EMPLOYEE for performance of the OUSD employment position. OUSD shall have no liability for any portion of wages and benefits earned by EMPLOYEE for performance of the AGENCY employment position, and AGENCY agrees to indemnify, defend, and hold harmless OUSD from any such claim. Similarly, AGENCY is separately and independently liable for all wages and benefits earned by EMPLOYEE for performance of the AGENCY employment position. AGENCY shall have no liability for any portion of wages and benefits earned by EMPLOYEE for performance of the OUSD employment position, and OUSD agrees to indemnify, defend, and hold harmless OUSD from any such claim.
- 7. No Joint Employer Relationship. The Parties acknowledge and agree that it is not their intent to create any joint employer relationship and, instead, each employment relationship is separate and distinct as set forth in

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

	President, Board of Education	
	Superintendent or Designee	
	ecretary, Board of Education GENCY	
A	GENC I	
	MPLOYEE	

OAKLAND UNIFIED SCHOOL DISTRICT

SAM Search Results List of records matching your search for :

Search Term: oakland leaf foundation* Record Status: Active

No Search Results



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.

LAST WATER STATE			Agency	Information				
Agency Name	Oakland Leaf Foundation		Agency's Contact Pe	erson	Melissa Mendez Ochoa			
Street Address	1212 Broadway, Suite 700			Title	Ex	Executive Director		
City	Oakland			Telephone	(510) 564-4334			
State	CA	Zip Code	94612	Email		melissa.me	ndez_ochoa@oak1	
OUSD Vendor Number	003138							
Attachments Anticipated Start Date	2021-08-	Stater Stater Progra Printo (www.pompensation)	of general liability and ment of qualifications arm Planning Tool and ut showing this vendo sam.gov/portal/public and Terms – Morate work will end	d Budget or does not appear o c/Sam/)	on the Excluded Par	es ount	007.00	
	2021-08-	.01				1049	997.00	
Resource #	Resource	Name		Information			TO LO KENDE	
Nesouice #	Resource	ivallie	Budget #			Amount	Req. #	
6010	ASES		010-6010-0-1110-4000-5825-181-1810-1553-0106-99999		3-0106-99999 \$:	104997.00	21/22 Funds	
					\$		21/22 Funds	
	1000				\$		21/22 Funds	

PARE VERY	OUSD C	ontract Originator Informa	tion		
Name of OUSD Contact	Minh-tram Nguyen	Email	tram.nguyen@ousd.org		
Telephone	510-879-2181	Fax			
Site/Dept. Name	EnCompass Academy	тк		5	
		Enrollment Grad		nrough	
were not provided be	provided before the MOU is fully approved and efore a PO was issued. ministrator verifies that this vendor does i		gning this document affirms		
Please sign under th	e appropriate column.	Approved	Denied - Reason	n Date	
Site Administrat	or	DocuSigned by:		5/21/2021	
2. Resource Mana	ger	Docusioned by: Martha Pena		5/21/2021	
Network Superir	ntendent/Deputy Chief/Exec Dir.	Monica thomas		5/26/2021	
4. Cabinet (CAO, S		BBCF140328A14E5 Docusigned by: Soudra Aguilera		5/26/2021	
5. Board of Educat	tion or Superintendent	B072CB8033AD406		5	
Procurement	Date Received				

Rev. 5/2018

THIS FORM IS NOT A CONTRACT